



**DECLARATION OF CONDOMINIUM REGIME
ARCH RAY CONDOMINIUMS**

DECLARANT:

Arch Ray Developments, L.L.C.,
a Texas limited liability company
312 Schmitzinsky Rd.
Fredericksburg, Texas 78624

THIS DECLARATION OF CONDOMINIUM REGIME FOR ARCH RAY CONDOMINIUMS (this "**Declaration**") is made by Arch Ray Developments, L.L.C., a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS:

WHEREAS, Arch Ray Developments, L.L.C., a Texas limited liability company ("**Declarant**"), is the owner of 119.54 acres of land, more or less, situated in Gillespie County, Texas, part of the Pedro Cabrera Survey No. 29, Abstract No. 106; said 119.54 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof (the "**Land**"); and

WHEREAS, the Land is hereby submitted to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Arch Ray Condominiums.

NOW, THEREFORE, it is hereby declared that the Land, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the "**Property**"), will be held sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, which will run with the Land and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and will inure to the benefit of each owner thereof.

ARTICLE 1 DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in Chapter 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, as defined herein, unless a different meaning is apparent from the context in which the word or phrase is used.

"Act" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Architectural Review Committee" and "ARC" means the "Declarant" under this Declaration during the Development Period. After the expiration or termination of the Development Period, the rights of the Architectural Review Committee will automatically be transferred to the Board.

"Assessment" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as defined in Article 6 of this Declaration.

"Association" means Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have

the same meaning as the term "property owners association" in Chapter 82.003(3) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, and the Act.

"Board" means the Board of Directors of the Association.

"Bylaws" mean the bylaws of the Association, as they may be amended from time to time.

"Certificate" means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

"Common Element" means all portions of the Property save and except the Units. All Common Elements are "General Common Elements".

"Common Expenses" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the maintenance, repair, replacement and operation of the Common Elements.

"Declarant" means Arch Ray Developments, L.L.C., a Texas limited liability company. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Declaration.

"Declarant Control Period" means that period of time during which Declarant controls the operation and management of the Association pursuant to this Declaration. The duration of the Declarant Control Period is from the date this Declaration is Recorded for a maximum period not to exceed six (6) months after title to seventy-five percent (75%) of the maximum number of Units that may be created hereunder have been conveyed to Owners other than Declarant.

"Declaration" means this document, as it may be amended from time to time.

"Development Period" means the three (3) year period beginning on the date this Declaration is Recorded, during which Declarant has certain rights as more particularly described in this Declaration, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by executing and recording a notice of termination.

"Documents" mean, individually or collectively as the case may be, this Declaration, the Plat and Plans, attached hereto as Exhibit "B", the Certificate, Bylaws, and the Rules of the Association, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Document is a part of that Document.

"Floodplain" is defined as the Federal Emergency Management Administration defines Floodplain.

"General Common Elements" means Common Elements designated on the Plat and Plans. General Common Elements refer to those portions of the Property that are designated as "GCE", "General Common Element", "General Common Area", "Common Area", or by the notation "General Common Elements", "GCE", "General Common Area", "Common Area", or "Common Areas" on Exhibit "B" attached hereto.

"Improvement" means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, outbuildings, storage sheds, patios, recreational facilities, hot tubs, spas, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

"Limited Common Elements", if any, mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other Owners.

"Management Company" means a property management company appointed by Declarant.

"Majority" means more fifty percent (50%).

"Member" means a member of the Association, each Member being an Owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

"Mortgagee" means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Unit.

"Occupant" means any Person, including any Owner, having a right to occupy or use all or any portion of a Unit for any period of time.

"Owner" means a holder of Recorded fee simple title to a Unit. On the date this Declaration is Recorded, the Declarant is the initial Owner of all Units. Mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

"Permittee" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of the Association, an Owner, or Declarant.

"Person" means any individual or entity having the legal right to hold title to real property.

"Plat and Plans" means the plat and plans attached hereto as Exhibit "B", as changed, modified, or amended in accordance with this Declaration or the Act.

"Property" means the Land, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Elements thereon or therein.

"Record, Recording, Recordation and Recorded" means recorded in the Official Public Records of Gillespie County, Texas.

"Regime" means the Property, the Units, General Common Elements and Limited Common Elements that comprise the condominium regime established under this Declaration.

"Regulatory Floodway" is defined as the Federal Emergency Management Administration defines Regulatory Floodway.

"Rules" means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant for the benefit of the Association.

"Unit" means each physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Exhibit "B" and as further described in Article 5.2 of this Declaration.

ARTICLE 2 PROPERTY SUBJECT TO DOCUMENTS

2.1 **Property.** The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including rights reserved by the Declarant under this Declaration, which run with the Property and bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner. In addition to the terms and provisions of the Documents, the Property is also subject to any additional Recorded covenants, conditions, restrictions, and easements.

2.2. **Additional Property.** Additional real property may be annexed into the Regime and made subject to the Declaration and the jurisdiction of the Association on approval of Owners holding at least two-thirds (2/3) of the total votes in the Association, except that during the Development Period, Declarant may make additional property subject to the terms and provisions of the Declaration without the consent of the Owners or the Association. Annexation of additional property is accomplished by the Recording of a declaration of annexation, which will include a description of the additional real property. The declaration of annexation may include a description of the Units added to the Regime.

2.3. **Recorded Easements and Licenses.** In addition to the terms, covenants, conditions, restrictions, liens and easements contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those described on Exhibit "C," and any shown or referenced on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-Recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses his Unit and for which the Association does not have express responsibility.

2.4. **Common Elements.** The Common Elements of the Property consist of all of the Property, **SAVE AND EXCEPT** the Units, and expressly include the land underlying the units. The designation of Common Elements is determined by this Declaration. The Declarant may install, construct, or authorize certain Improvements on Common Elements in connection with the

development of the Property, and the cost thereof is not a Common Expense of the Association. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific Common Element. Declarant hereby reserves for the Declarant and Declarant's successors and assigns, the benefit a nonexclusive perpetual easement (the "Easement") over, across, under and upon the Common Elements for access, ingress and egress, and the construction, use, maintenance, repair and replacement of a right of way (the "Right of Way"). Declarant further reserves, for the benefit of Declarant and Declarant's successors and assigns, a non-exclusive easement over the Common Elements for the installation, construction, repair, maintenance, and replacement of utilities, lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other items for access and utility services of all kinds (including without limitation, water, sewer, gas, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal).

ARTICLE 3 PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1. In addition to other easements, rights and restrictions established by the Documents, the Property is subject to the easements, rights and restrictions contained in this Article 3.

3.2. **Owner's Easement of Enjoyment.** Every Owner is granted a right and easement of enjoyment over the General Common Elements and the use of Improvements therein, subject to other limitations, rights and easements contained in the Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Occupants of the Owner's Unit and is not entitled to use the General Common Elements. In addition, every Owner is granted an easement over the Common Elements, to the extent necessary, to provide access to an Owner's Unit for utilities serving the Owner's Unit. The right of access for necessary ingress and egress to an Owner's Unit cannot be suspended by the Board for violations of the Documents or nonpayment of Assessments.

3.3. **Owner's Maintenance Easement.** Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 9 a.m. until 5 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The consent of the Board will not be unreasonably withheld; however, the Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 9 a.m. until 5 p.m., and then only in conjunction with actual maintenance or reconstruction activities. The Board may require that the Owner abide by reasonable rules with respect to use and protection of the Common Elements and adjacent Units during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit and/or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit,

as applicable. Notwithstanding the foregoing, no Owner, other than the Declarant, shall perform any work to any portion of his Unit or the Common Elements unless such work is approved in advance and in writing by the Architectural Review Committee.

3.4. Owner's Ingress/Egress Easement. Each Owner is hereby granted a perpetual easement over the private streets under the Common Elements, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his Unit. Such easement shall be subject, in any event, to any Rules governing or limiting each Owner's right of ingress and egress granted hereby. Said easements shall be set forth in all instruments of conveyance to each Unit.

3.5. Association Easement. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

- (i) To perform inspections, construction, and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.
- (ii) To perform any maintenance, repair or removal of Improvements that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.
- (iii) To enforce the Documents.
- (iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.
- (v) To respond to emergencies.
- (vi) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

3.6. Utility Easement. The Declarant, until expiration or termination of the Development Period, and thereafter the Association, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. Declarant further reserves unto itself and/or its assigns, an easement for drainage and utility purposes, five (5) feet wide on each side of all Unit boundary lines and ten (10) feet along the rear boundary line of each Unit, for the installation and maintenance of drainage facilities, electric, telephone and other utility lines and easements for anchor guy combinations wherever necessary. Declarant reserves the right to trim trees, which at any time interfere or threaten to interfere with the maintenance of such utility lines, with the right of ingress to and egress from and across said Units and Common Elements for employees of utility companies owning said utility lines. In addition, the Declarant hereby reserves the right to grant easements over and across the portion of the Unit reserved for utility and drainage purposes, as set forth herein, for drainage facilities and utilities necessary or required, as determined by the Declarant, to serve the Property or property adjacent to the Regime or property otherwise owned by the Declarant. The easements granted hereunder by the Declarant or the Association, as applicable, will not unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, drainage facility maintenance, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

3.7. **Declarant Right of Ingress and Egress.** Declarant reserves for itself a perpetual easement for ingress and egress over the Common Area. Declarant hereby conveys to all Owners

3.8. **Drainage.** Declarant reserves easement for installation and management of drainage facilities.

3.9. **Private Streets.** Any private streets located within the Property are General Common Elements and are administered and maintained by the Association. The Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce Rules for use of private streets; including but not limited to: (i) identification of vehicles used by Owners, Occupants and their guests; (ii) designation of parking or no-parking areas; (iii) limitations or prohibitions on curbside parking; (iv) removal or prohibition of vehicles that violate applicable Rules; and (v) fines for violations of applicable Rules.

ARTICLE 4 DISCLOSURES

4.1. **Construction Activities.** Declarant will be constructing portions of the Regime and engaging in other construction activities related to the construction of Units and Common Elements. Such construction activities may, from time to time, produce certain conditions within the Regime, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons on the Regime. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant, or its agents, to be deemed in violation of any provision of this Declaration.

4.2 **Changes to Street Names and Addresses.** Declarant retains the right to change, in its sole discretion, the Regime's name and the street names and addresses in or within the Regime, including the street address of the Units before or after conveyance to any third-party.

4.3. **Plans.** Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant to an Owner which purport to depict the Improvements to be constructed within the Property are merely approximations and may not reflect the actual as-built conditions of the same.

4.4. **Location of Utilities.** Declarant makes no representation as to the location of mailboxes, utility boxes, streetlights, drainage facilities, culverts, or basins.

4.5. **Streets, Driveways and Parking Areas.** Unless otherwise included within the boundary of a Unit, streets, driveway, and parking areas within the Property are maintained and administered by the Association. If a portion of a street, driveway, or parking area is included within the boundaries of a Unit, the Owner of the Unit is responsible for maintenance and repair. All other streets, driveways, and parking areas are maintained and repaired by the Association with the costs incurred by the Association discharged through Regular Assessments levied against Unit Owners in proportion to the Common Expense Liability assigned to each Unit in accordance with Article 5.4 below. No street, driveway, or parking area within the Property will be maintained or repaired by Gillespie County.

4.6. **Public Access.** Streets within the Property are private streets. Association may but has no obligation to control public access. Declarant and the Association have no liability for damages suffered by Owners related to proximity of the owners Unit to any nonresidential use within or outside of the Property.

ARTICLE 5 UNITS AND ALLOCATIONS

5.1. **Initial Submitted Units and Maximum Number of Units.** The Regime presently includes 244 Units. During the Development Period, Declarant has reserved the right to create additional Units. To add Units to the Regime, Declarant during the Development Period may, from time to time, execute and record an amendment to this Declaration creating such additional Units. An amendment creating additional Units will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; and (iii) with respect to new Units, include the information required by Chapter 82.055 and Chapter 82.059(b) of the Act. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Units.

5.2. Units.

5.2.1. **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the Plat and Plans attached hereto as Exhibit "B". Ownership of a Unit includes all Improvements located within the Unit or serving the Unit exclusively.

5.2.2. Although a Unit resembles a platted lot: (i) a Unit does not include land; (ii) the conveyance of a Unit is not a metes and bounds conveyance of land; and (iii) the creation of a Unit does not constitute a subdivision of land. Instead, each Unit is the surface of a designated piece of land, and everything above the surface for twenty-five feet (25'), and infrastructure below the surface that serves or supports the above-surface Improvements.

5.2.3. If the foregoing description of Unit boundaries is inconsistent with the Plat and Plans on Exhibit "B", then Article 5.2 hereof will control. It is the express intent of the Declarant that the property described as being part of a Unit shall for all purposes herein be treated as and constitutes a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Unit that has not been adequately described shall be severed from the property deemed a part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed a Limited Common Element reserved to the exclusive use of said Unit, subject to the rights and obligations of other Owners with respect to said property.

5.3. **Common Interest Allocation.** The percentage of interest in the Common Elements (the "Common Interest Allocation") allocated to each Unit is set forth on Exhibit "D" and is assigned in accordance with a ratio of 1 to the total number of Units. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment to this Declaration is filed which

reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Units the reallocation will be effective on the date such amendment is Recorded.

5.4. **Common Expense Liability.** The percentage of liability for Common Expenses (the "Common Expense Liability") allocated to each Unit and levied pursuant to Article 6 is equivalent to the Common Interest Allocation assigned to the Unit.

5.5. **Association Votes.** One (1) vote is allocated to each Unit. The one vote appurtenant to each Unit is weighted equally for all votes, regardless of the other allocations appurtenant to the Unit. In other words, the one vote appurtenant to each Unit is uniform and equal to the vote appurtenant to every other Unit.

5.6 **Floodplain and Regulatory Floodway.** Declarant recommends and assumes that all Unit Owner(s) will have a survey done of respective Units to determine the location of Floodplain and/or Regulatory Floodway on or within a Unit, if any, prior to commencement of construction of Improvements on a Unit. Declarant hereby discloses that construction on a Unit may be subject to flooding hazards due to its possible location in a Floodplain or Regulatory Floodway, as described in a Flood Insurance Rate Map ("FIRM") prepared by the Federal Emergency Management Agency. All construction of Improvements shall be undertaken by Owner(s) with full knowledge of the potential for flood-related damage. Owner(s) acknowledges and assumes the risk that the construction of Improvements may be subject to flood-related damage and each Owner elects to voluntarily proceeds with construction with full knowledge that this may be hazardous to said Owner(s). Owner(s) assumes full responsibility for any risk of flood-related damage arising from construction on their Unit. Owner(s) unconditionally waives any and all flood-related damage claims asserting liability on the part of the Declarant. Owner(s) agrees to defend, hold harmless and indemnify the Declarant and its officers, employees and agents from and against any and all flood-related damage claims. Owner(s) intends that the Declarant be indemnified to the fullest extent permitted by law and, specifically, that any negligence on the part of the Declarant shall not bar indemnity, unless such negligence is found to have been the sole cause of the damage. Declarant does not warrant the location of any Floodplain or Regulatory Floodway, or lack thereof, on any particular Unit or on the Property.

ARTICLE 6 COVENANT FOR ASSESSMENTS

6.1. **Purpose of Assessments.** The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Occupants, including but not limited to maintenance of real and personal property, management, and operation of the Association, and any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

6.2. **Personal Obligation.** An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person or entity regarding any matter to which this Declaration pertains. No Owner may be exempt from Assessment liability by such Owner's non-use of the Common Elements or abandonment of a Unit. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

6.3. **Types of Assessments.** There are four (4) types of Assessments: Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments.

6.4. **Regular Assessments.**

6.4.1. **Purpose of Regular Assessments.** Regular assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

- (i) Maintenance, repair, and replacement, as necessary, of the General Common Elements, and Improvements, equipment, signage, and property owned by the Association.
- (ii) Maintenance examination and report, as required by Article 9.2.
- (iii) Utilities billed to the Association.
- (iv) Services obtained by the Association and available to all Units.
- (v) Taxes on property owned by the Association and the Association's income taxes.
- (vi) Management, legal, accounting, auditing, and professional fees for services to the Association.
- (vii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- (viii) Insurance premiums and deductibles.
- (ix) Contributions to reserves.
- (x) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

6.4.2. **Annual Budget.** The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the Owner of each Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

6.4.3. **Basis of Regular Assessments.** Regular Assessments will be based on the annual budget. Each Unit will be liable for its allocated share of the annual budget equal to the Common Expense Liability assigned to the Owner's Unit. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined.

6.4.4. **Supplemental Increases.** If during the course of a year the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental increases will be apportioned among the Units in the same manner as regular Assessments.

6.5. **Special Assessments.** The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole, or in part, Common Expenses not anticipated by the annual budget or reserves. Special Assessments may be used for the same purposes as Regular

Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property by the Association must be approved by Owners representing at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.6. **Individual Assessments.** In addition to Regular and Special the Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Occupants of the Owner's Unit; Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Unit basis; and "pass through" expenses for services to Units provided through the Association and which are equitably paid by each Unit according to benefit received.

6.7. **Deficiency Assessments.** The Board may levy a Deficiency Assessment against the Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for the Common Elements if insurance proceeds or condemnation awards prove insufficient. Deficiency assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.8. **Use and Consumption Fees.** The Board may charge fees to any Person related to use and/or consumption of Association services or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

6.9. **Working Capital Fund.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a working capital fee in an amount equal to two (2) months of Regular Assessments will be paid from the transferee of the Unit to the Association for the Association's working capital fund. Each working capital contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the working capital contribution: (i) foreclosure of a deed of trust lien, tax lien, the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. In the event of any dispute regarding the application of the working capital contribution to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this Article 6.9. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use working capital fees collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital fund contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

6.10. **Due Date.** Regular Assessments are due annually, with monthly installments of the total annual Regular Assessments to be paid on the first (1st) calendar day of each month or on such other date or frequency as the Board may designate in its sole and absolute discretion and are delinquent if not received by the Association on or before such date. Utility, Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Utility, Special, Individual, or Deficiency Assessment is given.

6.11. **Reserve Funds.** The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and may fund reserves out of Regular Assessments or Special Assessments.

6.11.1. **Reserve Funds.** The Association may maintain reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

6.11.2. **Replacement & Repair Reserves - Common Elements.** The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements.

6.12. **Audited Financial Statements.** The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred and twenty (120) days after the Association's fiscal year-end.

ARTICLE 7 ASSESSMENT LIEN

7.1. **Assessment Lien.** Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner is placed on notice that title to the Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased the Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of all Assessments.

7.2. **Superiority of Assessment Lien.** The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a Recorded deed of trust lien securing a loan for construction or acquisition of the Unit; (iii) a deed of trust or vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is also superior to any Recorded assignment of the right to insurance proceeds on the Unit, unless the assignment is part of a superior deed of trust lien.

7.3. **Effect of Mortgagee's Foreclosure.** Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

7.4. **Notice and Release.** The Association's lien for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, the Board, at its option, may cause a notice of the lien to be Recorded. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and recording the notice before granting the release.

7.5. **Power of Sale.** By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of sale in connection with the Association's assessment lien. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. The appointment must be in writing and may be in the form of a resolution recorded in the minutes of a Board meeting.

7.6. **Foreclosure of Lien.** The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Chapter 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay the Association's costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 8 EFFECT OF NONPAYMENT OF ASSESSMENTS

An Assessment is delinquent if the Association does not receive payment in full by the Assessment due date. The Association, acting through the Board, is responsible for taking action to collect delinquent Assessments. From time to time, the Association may delegate some or all of the collection procedures and remedies, as the Board in its sole discretion deems appropriate, to the Association's manager, an attorney, or a debt collector. Neither the Board nor the Association, however, is liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

8.1. **Interest.** Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.2. **Late Fees.** Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

8.3. **Collection Expenses.** The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.4. **Acceleration.** If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days written notice

to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.5. Suspension of Vote. Subject to the below-described limitations, if an Owner's account has been delinquent for at least thirty (30) days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussion at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director. If the number of suspended Members exceeds twenty (20%) percent of the total Members (co-owners of a Unit constituting one Member), all Members are eligible to vote. These limitations are imposed to prevent a Board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace Directors.

8.6. Money Judgment. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

8.7. Notice to Mortgagee. The Association may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in payment of Assessments.

8.8. Application of Payments. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: any assessments due and payable, Individual Assessments, Deficiency Assessments, Special Assessments and (lastly) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Unit Owner's account.

ARTICLE 9 MAINTENANCE AND REPAIR OBLIGATIONS

9.1. Association Maintenance. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, all General Common Elements. The Association also maintains, as a Common Expense, any component of a Unit delegated to the Association by this Declaration.

9.2. Owner Responsibility. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

- (i) To maintain, repair, and replace such Owner's Unit and all Improvements constructed therein or thereon.

- (ii) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration or by agreement with the Association.
- (iii) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.
- (iv) To be responsible for the Owner's willful or negligent acts and those of the Owner or Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

9.3. **Disputes.** If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by delegating responsibility to the individual Owners. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this Article 9 that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners.

9.4. **Warranty Claims.** If the Owner is the beneficiary of a warranty against defects to the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as the Owner's attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

9.5. **Owner's Default in Maintenance.** If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at the Owner's expense, which is an Individual Assessment against the Owner and such Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice is waived and the Board may take any action it deems necessary to protect persons or property, the cost of such action being at the Owner's expense and being levied as an Individual Assessment.

ARTICLE 10 ARCHITECTURAL REVIEW

10.1. **General.** Because the Units are part of a single, unified community, the Architectural Review Committee has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The exterior of each Unit, all site work, landscaping, structures, improvements, additions, alterations, modifications and items placed on a Unit including without limitation, patio covers, decks, fencing, pergolas, and outbuildings (collectively, "Improvements") are subject to the written approval procedures set forth in this Article 10, as further governed by Tex. Prop. Code Chapter 82. The Architectural Review Committee has the right, but not the duty, to evaluate every aspect of the Unit and Improvements that may affect the general value or appearance of the Property. The Architectural Review Committee does not issue verbal approvals. An Owner is not permitted to begin construction or modification of Improvements without the Architectural Review Committee's prior written approval. Notwithstanding anything to the contrary

stated herein, Improvements constructed on the Property and all architectural modifications made thereto that are made by the Declarant or its permittees shall not be subject to approval pursuant to this Article.

10.2. Architectural Review Committee. Until expiration or termination of the Development Period, the Architectural Review Committee shall mean Declarant or its designee. Upon expiration of the Development Period, the rights of the Architectural Review Committee will automatically be transferred to the Board.

10.3. Architectural Control by Declarant.

10.3.1. Declarant as Architectural Review Committee. During the Development Period, the Architectural Review Committee shall mean Declarant or its designee, and neither the Association or the Board, nor a committee appointed by the Association or the Board (no matter how the committee is named) may involve itself with the review and approval of any Improvements. Declarant may designate one or more Persons from time to time to act on its behalf as Architectural Review Committee in reviewing and responding to applications pursuant to this Article 10.

10.3.2. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the Improvements within the Property do not impair Declarant's ability to market Units in the Regime. Accordingly, each Owner agrees that during the Development Period, no Improvements will be started or progressed without the prior written approval of the Architectural Review Committee, which approval may be granted or withheld at the Architectural Review Committee's sole discretion. In reviewing and acting on an application for approval, the Architectural Review Committee may act solely in its self-interest and owes no duty to any other Person or any organization.

10.3.3. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its rights as Architectural Review Committee to the Board or a committee appointed by the Board comprised of Persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral right of Declarant to:

- (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and
- (ii) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

10.4. Architectural Control by Association. Upon Declarant's delegation, in writing, of all or a portion of its reserved rights as Architectural Review Committee to the Board, or upon the expiration or termination of the Development Period, the Association will assume jurisdiction over architectural control and will have the powers of the Architectural Review Committee hereunder and the Board, or a committee appointed by the Board, is the Architectural Review Committee and shall exercise all architectural control over the Property. If the Board appoints a committee, the committee must consist of at least three (3), but not more than seven (7), Persons who shall serve, and may be removed and replaced, in the Board's discretion. Committee members need not be Owners or

representatives of Owners and may (but need not) be professionals such as architects or engineers. The Association may compensate committee members in such manner and amount, if any, as the Board may determine appropriate.

10.5. Architectural Review Committee Discretion. The Architectural Review Committee exercises complete discretion with respect to taste, design, and all standards specified by this Declaration. The ARC may vary its interpretation and enforcement of construction specifications and use restrictions based, in part, on a Unit's location or visibility. If the Architectural Review Committee is Declarant, it may act solely in its self-interest and owes no duty to any other Person or organization in reviewing and acting on any application for approval or request for a variance.

10.6. Limits on Liability. Neither the Declarant, the Board, nor their directors, officers, committee members, employees or agents will have any liability for decisions made as Architectural Review Committee in good faith. Neither the Declarant, the Board, nor their directors, officers, committee members, employees or agents are responsible for:

- (i) errors in or omissions from the plans and specifications submitted to the Architectural Review Committee;
- (ii) supervising construction for the Owner's compliance with approved plans and specifications; or
- (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.
- (iv) Approval of a modification or Improvement may not be deemed to constitute a waiver of the right to withhold approval of similar proposals, plans or specifications that are subsequently submitted.

The Declarant, the Board, nor their directors, officers, committee members, employees or agents will have any liability for:

- (i) soil conditions, drainage, or other general site work on the Units;
- (ii) any defects in plans revised or approved hereunder;
- (iii) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents;
- (iv) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on, or modifications to, any Unit, or
- (v) any violation of the Rules or Design Standards by any Owners or any other Person. In all matters arising under this Article, the Association shall defend and indemnify the Board, committee, and the members of each, as provided in the Bylaws.

10.7. Fees. The Architectural Review Committee may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may also include reasonable costs incurred in having professionals review any application and/or conduct a final inspection of the Improvements for compliance with approved plans.

10.8. Design Standards. The Architectural Review Committee has the authority to develop and adopt "Design Standards" which may contain general provisions applicable to the Property, as a whole, as well as specific provisions that vary among uses or locations within the Property. The Architectural Review Committee may amend the Design Standards from time to time. The Design Standards are intended to provide guidance to Owners and contractors regarding matters of particular

concern to the Architectural Review Committee. The Design Standards are not the exclusive basis for the ARC's decisions, and compliance with the Design Standards does not guarantee approval of plans and specifications.

Declarant's right to amend the Design Standards during the Development Period as set forth in Article 19 shall continue even if it delegates its reviewing authority, unless Declarant also delegates in writing its power to amend the Design Standards. Upon termination or delegation of Declarant's rights to amend the Design Standards, the Board may amend the Design Standards, and if a committee is appointed, the committee may amend the Design Standards with the Board's consent.

Amendments to Design Standards shall apply prospectively only. There shall be no limitation on the scope of amendments to the Design Standards, and such amendments may eliminate requirements previously imposed or otherwise make the Design Standards less restrictive. Any amendment to Design Standards shall be effective upon recordation in the Records. In the event of any conflict between the terms and provisions of the Design Standards and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control.

10.9. Requirements for Patios. Any patio or similar outdoor feature constructed upon any Unit must be authorized by the Architectural Review Committee.

10.10. Limitation on Unit Improvements. An Owner's addition of Improvements to a Unit must be approved by Architectural Review prior to installation.

10.11. Declarant Improvements. Any clearing, construction, or modification of Improvements by Declarant (or the Association during the Development Period) are not subject to Architectural Review Committee approval and are hereby deemed approved.

10.12. Prohibition of Construction, Alteration and Improvement. Without the Architectural Review Committee's prior written approval, no Person may commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Property.

YOU CANNOT CHANGE THE EXTERIOR OF ANY IMPROVEMENTS WITHIN YOUR UNIT UNLESS YOU HAVE THE SIGNED CONSENT OF THE ARCHITECTURAL REVIEW COMMITTEE.

10.13. No Deemed or Verbal Approval. Approval by the Architectural Review Committee may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Review Committee must be:

- (i) in writing;
- (ii) on a form or letterhead issued by the Architectural Review Committee;

- (iii) signed and dated by a duly authorized representative of the Architectural Review Committee, designated for that purpose;
- (iv) specific to a Unit; and
- (v) accompanied by detailed plans and specifications showing the proposed change.

If the Architectural Review Committee fails to respond in writing, negatively, affirmatively, or requesting information, within sixty (60) days after the Architectural Review Committee's actual receipt of the Owner's application, the application is deemed denied. Under no circumstance may approval of the Architectural Review Committee be deemed implied or presumed. If the Architectural Review Committee approves a change, the Owner or the Architectural Review Committee may require that the architectural approval be Recorded, with the cost of Recordation borne by the Owner. Architectural Review Committee approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Review Committee's approval and thereafter diligently prosecuted to completion, or, if no commencement date is stated, within ninety (90) days after the date of Architectural Review Committee approval.

10.14. Application. To request Architectural Review Committee approval, an Owner must make written application and submit two (2) identical sets of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed ("Site Plan"). The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain such permit and provide a copy to the Architectural Review Committee in conjunction with the application. The Architectural Review Committee may return one set of plans and specifications to the applicant marked with the Architectural Review Committee's response, such as "Approved," "Denied," or "Submit Additional Information." The Architectural Review Committee has the right, but not the duty, to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Property.

10.15. Owner's Duties. If the Architectural Review Committee approves an Owner's application, the Owner may proceed with the Improvement, provided:

- (i) The Owner must adhere strictly to the plans and specifications which accompanied the application.
- (ii) The Owner must initiate, diligently prosecute, and complete the Improvement in a timely manner.
- (iii) If the approved application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain the appropriate permit. The Architectural Review Committee's approval of plans and specifications does not mean that such plans and specifications comply with a municipality or other regulatory authority requirements. Alternatively, approval by a municipality or other regulatory authority does not ensure Architectural Review Committee approval.

ARTICLE 11 CONSTRUCTION & USE RESTRICTIONS

11.1. Purpose. This Article sets forth the basic standards regarding the use and occupancy of Units. This Article also provides the procedure by which the Rules may be expanded and modified over time to address the particular needs and desires of the Association and Community.

11.2 Residential Use. Unless otherwise approved by the Declarant or, following the termination of the Declarant Control Period, by the Association, each Unit shall only be used for non-commercial single family residential purposes. Only single-family residential dwellings and appurtenances ordinary to residential living shall be permitted. To this end, without limitation, the following structures may not be built on any Unit: duplex or multi-family housing, mobile homes, manufactured homes, retail, wholesale or other business or commercial establishments of any kind, save and except those business which specifically comport with single family residential use such as long-term and short-term leasing.

11.3. No Noxious Use. No noxious or offensive trade or activity shall be carried on upon any Unit nor shall anything be done which may be or become an annoyance to other Owners.

11.4 No Commercial Activities. Unless approved in writing by the Declarant or, following the termination of the Declarant Control Period, by the Association, no commercial activity of any kind shall be conducted on any Unit. "Commercial activity" shall include but not be limited to, the offering for sale of any product or service, the manufacture or growth of any product for purposes of sale, without regard to whether such activities are conducted in or from a Unit or otherwise. The Declarant and/or Association shall have the right and power to stop or restrict any activity that the declarant and/or the Association deems to be a "commercial activity" or that it/they otherwise deem detrimental to the Regime. Long-term and short-term rentals are specifically excluded from this Paragraph 11.4.

11.5. Association's Right to Promulgate Rules and Amend Community Manual. The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through a Majority of the Board, is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines. During the Development Period, any modification, amendment, or repeal to the Community Manual or the Rules, and each new policy or Rule, must be approved in advance and in writing by the Declarant.

11.6. Rules and Regulations. In addition to the restrictions contained in this Article 11, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

- (i) Use of Common Elements.
- (ii) Hazardous, illegal, or annoying materials or activities on the Property.
- (iii) The use of Property-wide services provided through the Association.
- (iv) The consumption of utilities billed to the Association.
- (v) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.
- (vi) The occupancy and leasing of Units.
- (vii) Animals.
- (viii) Vehicles.
- (ix) Disposition of trash and control of vermin, termites, and pests.
- (x) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Occupants.

During the Development Period, all Rules must be approved in advance and in writing by the Declarant.

11.7. Use of Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of Declarant (during the Development Period) and the Board thereafter, except as specifically provided herein.

11.8. Abandoned Personal Property. Personal property shall not be kept or allowed to remain for more than twelve (12) hours upon any portion of the Common Elements, without the prior written consent of the Board. If the Board determines that a violation exists, then, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the disposition of the property within twenty-four (24) hours after the property is removed. Neither the Association nor any board member, officer or agent thereof shall be liable to any Person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.

11.9. Prohibited Activities.

11.9.1. Parking.

- (i) The parking of any vehicle is prohibited on streets within the Property except for construction vehicles of the Declarant which may be parked in the streets of a construction area during the Development Period.
- (ii) The parking of commercial vehicles or equipment, Recreational Vehicles other than the one such Recreational Vehicle to be parked on the Unit of a Member, boats and other watercraft, trailers, dollies, stored vehicles or inoperable vehicles anywhere within the Property is prohibited except in parking or storage areas as may be designed by Declarant or the Board, provided, construction, service and delivery vehicles shall be excepted from this provision during daylight hours for such period of a time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area, and boats may be parked in driveways for not more than 24 hours. The Board may consent to the parking of watercraft on a case-by-case basis, for a period of up to one (1) week. Any Unit Owner requesting to park a watercraft on the Property must receive prior written permission from the Board.
- (iii) The parking of passenger vehicles shall be limited to two (2) per Unit at any one time. In the event guest vehicles would cause the limitation of this provision to be exceeded, the guests may park in areas designated by the Board.
- (iv) Overnight parking is allowed only in designated areas by the Board.

11.9.2. Personal Property Maintenance. No Unit or Improvements located on a Unit shall be allowed to fall into disrepair, or to become unsafe, unsanitary, or unsightly. All Units and Improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

11.9.3. Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Occupant shall be allowed no more than three (3) household pets plus no more than two (2) birds in any Unit. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. All Household Pets must be contained within the boundary of the Owner's Unit and placed on a leash when outside the Owner's Unit. Any kennels placed within the Unit boundary must be screened from view from those outside said Unit. The following dog breeds are prohibited on the Property and on or within any Unit: Belgian Malinois, American Staffordshire Terrier ("Pitbull"), Chow Chow, and Cane Corso.

11.9.4. Drainage. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Declarant during the Development Period, and thereafter the Board.

11.9.5. Driveways. Sidewalks, driveways, and other passageways may not be used for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

11.9.6. Landscaping. No Person may perform landscaping, planting, or gardening anywhere within the General Common Elements without the prior written authorization of the Board and the Architectural Review Committee.

11.10. Traffic Regulations. All vehicular traffic on the private streets and roads within the Property shall be subject to the provisions of the laws of the State of Texas and Gillespie County concerning the operation of motor vehicles on public streets. The Board is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic within the Property, including reasonable safety measures and speed limits (including modifications of those in force on public streets) and restrictions on the types of vehicles which may be driven or kept in the Property. The Association shall be entitled to enforce the same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. In the event of a conflict between such provisions of the laws of the State of Texas and Gillespie County and the Association rules, the Association rules shall control unless the laws of the State of Texas or Gillespie County are determined by the Board to be more restrictive. Only drivers licensed to operate motor vehicles by the State of Texas or by any other state in the United States may operate motor vehicles within the Property, including golf carts, mopeds, motorcycles, and motor driven bicycles. All vehicles shall be operated within the Property in a careful, prudent, sage, and quite manner with due consideration for the rights of Owners and occupants within the Property.

11.11. Declarant Privileges. In connection with the development and marketing of the Property, as provided in this Declaration, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Owners and Occupants. Declarant's exercise of a right that appears to violate a Rule or a provision of this Declaration does not constitute waiver or abandonment of the Rule or provision of the Declaration.

11.12. Vehicles: Guest Parking. All vehicles on the Property, whether owned or operated by the Occupants or their families and guests, are subject to this Article 11.12 and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. All guests and Occupants must obtain parking passes from the Management Company and said passes must be displayed on the dashboard of each vehicle on the Property. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. The Association may affect the removal of any vehicle in violation of this Article 11.12 or the Rules without liability to the owner or operator of the vehicle.

11.13. Variance. The Property is subject to the restrictions contained in this Article, and subject to the Rules. The Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. The Board, with the Declarant's written consent during the Development Period, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by the Declarant and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

ARTICLE 12 UNIT LEASING

12.1. Rental of Units. The rental of units on the Property shall be managed by the Management Company. For a period of twenty (20) years after termination or expiration of the Declarant Control Period, Declarant reserves for itself, the right, but not the duty, to appoint, remove, and or replace the Management Company. After the Declarant's authority to appoint, remove, and or replace the Managing has expired the Association has the authority to remove the Management Company upon unanimous affirmative vote of the Owners.

12.2. Leasing. The leasing of any Unit by an Owner (other than Declarant), whether short-term or long-term, is subject to the following requirements:

- (i) Leases shall be administered exclusively by the Management Company.
- (ii) Management Company shall be paid a rental administration fee of twelve (12%) of the total rent, but exclusive of cleaning, taxes and any third-party administrative fees. As part of the rental administration, Management Company shall cause the sales and local taxes to be collected from the tenants and paid to the appropriate taxing authority on behalf of the Owners.
- (iii) All tenants, and guests are subject to the Declaration, the Rules, and other Documents.

12.3. Provisions Incorporated by Reference into Lease. Each Owner covenants and agrees that any lease of a Unit shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the tenant, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

12.3.1. Compliance with Documents. The tenant shall comply with all provisions of the Documents and the Declaration and shall control the conduct of all other Occupants and guests of the leased Unit, as applicable, in order to ensure such compliance. The Owner shall

cause all Occupants of the Owner's Unit to comply with the Documents and the Declaration and shall be responsible for all violations by such Occupants notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the tenant or Occupant violates the Documents or the Declaration or a Rule for which a fine is imposed, notice of the violation shall be given to the Owner and the tenant and Occupants, and such fine may be assessed against the Owner or the tenant and Occupant. Unpaid fines shall constitute a lien against the Unit.

12.3.2. Assignment of Rents. If the Owner fails to pay any Assessment or any other charge against the Unit for a period of more than thirty (30) days after it is due and payable, then the Owner hereby consents to the assignment of any rent received from the tenant during the period of delinquency, and, upon request by the Board, the tenant shall pay directly to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by tenant. The tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Owner.

12.3.3. Violation Constitutes Default. Failure by the tenant or the tenant's guests to comply with the Documents, the Declaration, or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of such violation, the Owner will promptly obtain compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association will have the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the tenant.

12.3.4. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, for the purpose of enforcing the Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings, provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Documents.

12.3.5. Association Not Liable for Damages. The Owner of a leased Unit is liable to the Association, as applicable, for any expenses incurred by either the Association in connection with enforcement of the Documents or Declaration against the Owner's tenant. The Association will be liable to the Owner for any damages, including lost rents, suffered by the Owner and related to such enforcement.

ARTICLE 13 ASSOCIATION OPERATIONS

13.1. Board. Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through a Majority of the Board."

13.2. **The Association.** The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under the laws of the State of Texas. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members and the Regime, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

13.3. **Governance.** The Association will be governed by a Board elected by the Members. Unless the Bylaws or Certificate provide otherwise, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. The Association will be administered in accordance with the Documents and Applicable Law. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total number of votes in the Association, or at a meeting by Owners' representing at least a Majority of the total number of votes in the Association.

13.4. **Merger.** Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by Owners of at least two-thirds (2/3) of the total number of votes in the Association. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of Applicable Law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration.

13.5. **Membership.** Each Owner is a Member of the Association, ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at a meeting of the Association. If a Unit is owned by more than one Person or entity, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

13.6. **Books and Records.** The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Applicable Law.

13.7. **Indemnification.** The Association indemnifies every officer, director, and committee member against expenses, including attorney's fees, reasonably incurred by or imposed in connection with any threatened or pending action, suit, or proceeding to which the officer, director, and committee member is a party or respondent by reason of being or having been a officer, director, and committee member. A officer, director, and committee member is not liable for a mistake of judgment. A officer, director, and committee member is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former officer, director, and committee member may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

13.8. Obligations of Owners. Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

13.8.1. Information. Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this Paragraph 13.8.1, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address, email address, and phone number; (iii) any Mortgagee's name; (iv) the name and phone number and email address of any Occupant other than the Owner; and (v) the name, address, email address, and phone number of Owner's manager, if any.

13.8.2. Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit and will pay Regular Assessments without demand by the Association.

13.8.3. Compliance with Documents. Each Owner will comply with the Documents as amended from time to time.

13.8.4. Reimburse for Damages. Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, contractors, agents, or invitees.

13.8.5. Liability for Violations. Each Owner is liable to the Association as applicable, for violations of the Documents or the Declaration by the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

13.9. Unit Resales. This Article 13.9 applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than Declarant:

13.9.1. Resale Certificate. An Owner intending to sell his Unit will notify the Association and will request a condominium resale certificate from the Association.

13.9.2. No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association.

13.9.3. Other Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Regular or Special Assessments. Transfer-related fees may be charged by the Association or by the Association's Management Company, provided there is no duplication of fees. Transfer-related fees charged by or paid to a Management Company must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This Article 13.9.3 does not obligate the Board or the Management Company to levy transfer-related fees.

ARTICLE 14 ENFORCING THE DOCUMENTS

14.1. **Notice and Hearing.** Before levying a fine for violation of the Documents (other than nonpayment of Assessments), the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The Association may also give a copy of the notice to the Occupant of the Unit. Pending the hearing, the Association may continue to exercise all rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person or may be represented by another person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with Applicable Law.

14.2. **Remedies.** The remedies provided in this Article 14 for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

14.2.1. **Nuisance.** The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by Applicable Law against a nuisance, either public or private, is applicable against the violation.

14.2.2. **Fine.** The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

14.2.3. **Suspension.** The Association may suspend the right of Owners and Occupants to use Common Elements (provided that the rights of ingress and egress and utility services are not impaired) for any period during which the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

14.2.4. **Self-Help.** The Association has the right to enter a Common Element or Unit to abate or remove, using force as may reasonably be necessary, any Improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Association is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish any Improvement within a Unit without judicial proceedings.

14.2.5. **Suit.** Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

14.3. **Board Discretion.** The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

14.4. **No Waiver.** The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

14.5. **Recovery of Costs.** The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

ARTICLE 15 INSURANCE

15.1. **General Provisions.** The broad purpose of this Article 15 is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this Article tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this Article 15.

15.1.1. **Unavailability.** The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this Article 15 or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

15.1.2. **No Coverage.** Even if the Association and the Owner have adequate amounts of recommended and required coverages, the Property may experience a loss that is not covered by insurance. In that event, the Association is responsible for restoring the Common Elements as a Common Expense, and the Owner is responsible for restoring such Owner's Unit at Owner's sole expense. This provision does not apply to the deductible portion of a policy.

15.1.3. Requirements. The cost of insurance coverages and bonds maintained by the Association is a Common Expense. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's policies should contain the standard mortgage clause naming either the Mortgagee or its servicer followed by "its successors and assigns." The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Occupant who is not under the Association's control.

15.1.4. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as the Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

15.1.5. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Eligible Mortgagees, and the insurer will give Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

15.1.6. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a Common Expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant or their guest or invitee, then the Board may levy an Individual Assessment against the Owner and the Owner's Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with Article 14.1 of this Declaration.

15.2. Property Insurance. The Association will obtain blanket all-risk insurance if reasonably available, for all Common Elements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. All hazard and flood insurance policies which include any Units must also have the standard mortgagee clause.

15.2.1. Common Property Insured. If insurable, the Association will insure: (i) General Common Elements; and (ii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

15.2.2. Units Not Insured by Association. In no event will the Association maintain properly insurance on the Units. Accordingly, each Owner of a Unit will be obligated to

maintain property insurance on such Owner's Unit, including any betterments and Improvements constructed within or exclusively serving such Unit, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Association does not insure an Owner or Occupant's personal property. THE ASSOCIATION REQUIRES THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN CASUALTY LOSS INSURANCE ON THEIR UNIT.

15.3. **Liability Insurance.** The Association will maintain a commercial general liability insurance policy over the Common Elements expressly excluding the liability of each Owner and Occupant within his Unit, for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. The amount of coverage should be at least that required by an Underwriting Lender, to the extent reasonably available. The purpose of this requirement is, in part, to assure mortgage companies that the Association maintains at least minimum levels of insurance coverage. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

15.4. **Directors And Officers Liability.** The Association may maintain directors' and officers' liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

ARTICLE 16 RECONSTRUCTION OR REPAIR AFTER LOSS

16.1. **Subject To Act.** The Association's response to damage or destruction of the Property will be governed by Chapter 82.111(1) of the Act. The following provisions apply to the extent the Act is silent.

16.2. **Restoration Funds.** For purposes of this Article 16, "Restoration Funds" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Common Elements. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least two (2) Board members.

16.2.1. **Sufficient Proceeds.** If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Common Elements, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

16.2.2. **Insufficient Proceeds.** If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference.

16.2.3. **Surplus Funds.** If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: if Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners

in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board.

16.3. Costs And Plans.

16.3.1. Cost Estimates. Promptly after the loss, the Board will obtain reliable and detailed estimates of the cost of restoring the damaged Common Elements. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.

16.3.2. Plans and Specifications. Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction.

16.4. Owner's Duty to Repair. Within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of any portion of his Unit, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof. Unless otherwise approved by the Architectural Review Committee and the Board, the residence must be repaired and restored substantially in accordance with original construction plans and specifications.

16.5. Owner's Liability for Insurance Deductible. If repair or restoration of Common Elements is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

ARTICLE 17 TERMINATION AND CONDEMNATION

17.1. Association As Trustee. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

17.2. Termination. Termination of the terms of this Declaration and the Regime will be governed by Chapter 82.068 of the Act and Article 18.3 below.

17.3. Condemnation. The Association's response to condemnation of any part of the Regime will be governed by Chapter 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute an amendment of this Declaration to reallocate the Common Interest Allocation following condemnation and to describe the altered parameters of the Regime. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing

additional Improvements, the Board may, to the extent permitted by Applicable Law, execute an amendment without the prior consent of Owners to describe the altered parameters of the Regime and any corresponding change of facilities or Improvements.

ARTICLE 18 MORTGAGEE PROTECTION

18.1. Introduction. This Article 18 is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article 18 controls. Some sections of this Article 18 apply to "Mortgagees," as defined in Article 1. Other sections apply to "Eligible Mortgagees," as defined below.

18.1.1. Known Mortgagees. An Owner who mortgages his Unit will notify the Association, giving the complete name and address of the Owner's Mortgagee and the loan number. The Association's obligations to Mortgagees under the Documents extend only to those Mortgagees known to the Association. All actions and approvals required by Mortgagees will be conclusively satisfied by the Mortgagees known to the Association, without regard to other holders of mortgages on Units. The Association may rely on the information provided by Owners and Mortgagees.

18.1.2. Eligible Mortgagees. "Eligible Mortgagee" means the holder, insurer, or guarantor of a first purchase money mortgage secured by a Recorded deed of trust lien against a Unit who has submitted to the Association a written notice containing its name and address, the loan number, and the identifying number and street address of the mortgaged Unit. A single notice per Unit will be valid so long as the Eligible Mortgagee holds a mortgage on the Unit. The Board will maintain this information. The Association will treat the notice as the Eligible Mortgagee's request to be notified of any proposed action requiring the consent of Eligible Mortgagees. A provision of the Documents requiring the approval of a specified percentage of Eligible Mortgagees will be based on the number of Units subject to mortgages held by Eligible Mortgagees. For example, "51 percent of Eligible Mortgagees" means Eligible Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Eligible Mortgagees.

18.2. Amendment. This Article 18 establishes certain standards for the benefit of Underwriting Lenders and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the Board, without approval of Owners or Mortgagees, may amend this Article 18 and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

18.3. Termination. Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Chapter 82.068 of the Act, subject to the following provisions. In the event of condemnation of the entire Regime, an amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees. Any election to terminate this Declaration and the condominium status of the Regime under circumstances other than condemnation of the entire Regime shall require the consent of: (i) Owners representing at least eighty percent (80%) of the total votes in the Association; (ii) Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Eligible Mortgagees.

18.4. Implied Approval. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within sixty (60) days after receiving the Association's written

request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

ARTICLE 19 AMENDMENTS

19.1. **Consent Required.** As permitted by the Act or by this Declaration, certain amendments to this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association.

19.2. **Amendments Generally.** For amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed amendment. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits the Declarant; (ii) rights, privileges, easements, protections, or defenses of the Declarant; or (iii) rights of the Owners or the Association in relationship to the Declarant, without the written consent of the Declarant, attached to and Recorded with such amendment. In addition, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) permissible use of a Unit absent the consent of the Owner(s) of the Unit affected by the change in permissible use; or (ii) any license, easement or other contractual rights contained in this Declaration, including, without limitation, any easement, right and license benefiting or in favor of the Declarant.

19.3. **Effective.** To be effective, an amendment must be in the form of a Recorded written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; provided, however, this subsection (ii) will not apply for amendments that may be unilaterally prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration.

19.4. **Declarant Rights.** Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in the RESERVATION OF DECLARANT RIGHTS recorded contemporaneously with this Declaration in the Official Records of Gillespie County, Texas.

ARTICLE 20 DISPUTE RESOLUTION

20.1. **Introduction And Definitions.** The Association, the Owners, Declarant, all Persons subject to this Declaration, and any person not otherwise subject to this Declaration who agree to submit to this Article 20 (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this Article 20 applies to all Claims as hereafter defined. As used in this Article 20 only, the following words, when capitalized, have the following specified meanings:

20.1.1. **"Claim"** means:

- (i) Claim relating to the rights and/or duties of Declarant or its permitted assigns, under the Documents or the Act.
- (ii) Claim relating to the acts or omissions of the Declarant during its control and administration of the Association, any claim asserted against the Architectural Review Committee if the claim relates to any act or omission of the Architectural Review Committee while controlled by the Declarant, and any claims asserted against a Person appointed by the Declarant to serve as a Board member or officer of the Association.
- (iii) Claim relating to the design or construction of the Property, Units, or any Improvement made by or on behalf of the Declarant, or its permitted assigns.

20.1.2. **"Claimant"** means any Party having a Claim against any other Party.

20.1.3. **"Respondent"** means any Party against which a Claim has been asserted by a Claimant.

20.2. **Mandatory Procedures.** Claimant may not initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this Article 20. As provided in Article 20.7 below, a Claim will be resolved by binding arbitration.

20.3. **Notice.** Claimant must notify Respondent in writing of the Claim (the "Notice"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Article 20.3.

20.4. **Negotiation.** Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

20.5. **Mediation.** If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Respondent will submit the Claim to mediation in accordance with this Article 20.5.

20.6. **Termination Of Mediation.** If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an

impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article 20.

20.7. Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Article 20.7. This Article 20.7 may not be amended without the prior written approval of the Declarant and Owners holding a Majority of the total votes in the Association.

20.7.1. Governing Rules. If a Claim has not been resolved after Mediation as required by Article 20.5, the Claim will be resolved by binding arbitration in accordance with the terms of this Article 20.7 and the rules and procedures of the American Arbitration Association ("AAA") or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Gillespie County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA's "Construction Industry Dispute Resolution Procedures" and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Article 20.7, this Article 20.7 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

- (i) one arbitrator shall be selected by Respondent, in its sole and absolute discretion;
- (ii) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion;
- and
- (iii) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

20.7.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Article 20.7 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

20.7.3. Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this Article 20.7.

20.7.4. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this Article 20.7. The arbitrator may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of Applicable Law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on:

- (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Applicable Law;
- (ii) conclusions of Applicable Law that are erroneous;
- (iii) an error of federal or state law; or
- (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

20.7.5. Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Gillespie County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. The arbitrator shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

20.8. Allocation Of Costs. Except as otherwise provided in this Article 20, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

20.9. General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

20.10. Period of Limitation.

20.10.1. For Actions by an Owner or Occupant of a Unit. The exclusive period of limitation for any of the Parties to bring any Claim of any nature against Declarant or its contractors, including, but not limited to, a Claim of construction defect or defective design of a Unit, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim; or (ii) for Claims other than those alleging construction defect or defective design, two (2) years and one (1) day after the date

Declarant conveyed the Unit to the original Owner or such other shorter period specified in any written agreement between Declarant and the Owner to whom Declarant initially conveyed the Unit.

20.10.2. For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim of any nature against Declarant or its contractors, including, but not limited to, a Claim of construction defect or defective design of the Common Elements, shall be the earliest of:

- (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim;
- (ii) for Claims other than those alleging construction defect or defective design of the Common Elements, two (2) years and one (1) day after the Declarant Control Period.

20.11. Approval & Settlement. Notwithstanding any provision in this Article 20 to the contrary, the initiation of binding arbitration for a Claim as required by this Article 20 is subject to the following conditions:

20.11.1. Owner Acceptance. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by this Article 20.11 and Article 20.

20.11.2. Owner Approval. The Association may not initiate binding arbitration or any judicial proceeding without the prior approval of Owners holding at least a Majority of the total votes in the Association.

20.11.3. Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this Article 20 or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

20.11.4. Settlement. The Board, on behalf of the Association and without the consent of Owners, is hereby authorized to negotiate the settlement of arbitration and litigation, and may execute any document related thereto, such as settlement agreement and waiver or release of claims.

20.11.5. Amendment. This Article 20.11 may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding a Majority of the total votes in the Association.

ARTICLE 21 GENERAL PROVISIONS

21.1. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by electronic mail, personally or by mail. Such notice shall be

deemed delivered at the time of personal or electronic delivery, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association of created.

21.2. **Compliance.** The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law.

21.3. **Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Regime and of promoting and effectuating the fundamental concepts of the Regime set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

21.4. **Duration.** Unless terminated or amended by Owners or the Declarant as permitted herein, the provisions of this Declaration run with and bind the Property and will remain in effect perpetually to the extent permitted by Applicable Law.

21.5. **Captions.** In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

21.6. **Construction.** The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. This text is used to aid in the reader's comprehension of certain provisions of this Declaration. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of the Declaration will control.

21.7. **Declarant as Attorney in Fact and Proxy.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant in this Declaration, each Owner, by accepting a deed to a Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Unit within the Regime, and any other Person, by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Unit in the Regime, shall thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and Person's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee, and/or Person, shall be deemed, conclusively, to be coupled with an interest and shall survive the dissolution, termination, insolvency, bankruptcy, incompetency, and death of an Owner, Mortgagee, and/or Person and shall be binding upon the legal representatives, administrators, executors, successors, heirs, and assigns of each such party. In addition, each Owner, by accepting a deed to a Unit, and each Mortgagee, by accepting the benefits of a Mortgage against a Unit in the Regime, and any Person, by accepting the benefits of a

mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien, and/or any other security interest against any Unit in the Regime, shall thereby appoint Declarant the proxy of such Owner, Mortgagee, or Person, with full power of substitution in the Property, to do and perform each and every act permitted or required pursuant to this Declaration, and which may otherwise be reasonably necessary in connection therewith, including without limitation, to cast a vote for such Owner, Mortgagee, or Person at any meeting of the Members for the purpose of approving or consenting to any amendment to this Declaration in order to effect and perfect any such act permitted or required pursuant to this Declaration and to execute and Record amendments on their behalf to such effect; and the power hereby reserved in Declarant, as the attorney-in-fact for each such Owner, Mortgagee, or Person includes, without limitation, the authority to execute a proxy as the act and deed of any Owner, Mortgagee, or Person and, upon termination or revocation of any Owner's proxy as permitted by the Business Organizations Code the authority to execute successive proxies as the act and deed of any Owner, Mortgagee, or Person authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. Furthermore, each Owner, Mortgagee, and Person upon request by Declarant, will execute and deliver a written proxy pursuant to Chapter 82.110(b) of the Act, including a successive written proxy upon the termination or revocation as permitted by the Act of any earlier proxy, authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. All such appointments and successive proxies shall expire as to power reserved by Declarant pursuant to this Declaration on the date Declarant no longer has the right to exercise such rights. All such proxies shall be non-revocable for the maximum lawful time and upon the expiration of non-revocable period, new proxies shall again be executed for the maximum non-revocable time until Declarant's right to require such successive proxies expires.

21.8. The following exhibits are attached to this Declaration and are incorporated herein by reference:

Exhibit "A"	Legal Description of Property
Exhibit "B"	Plats and Plans
Exhibit "C"	Encumbrances
Exhibit "D"	Schedule of Allocated Interests

[SIGNATURE PAGE FOLLOWS]

DECLARANT:

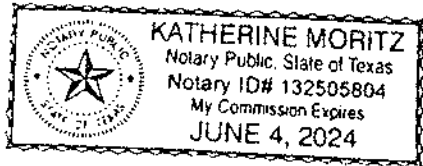
Arch Ray Developments, L.L.C.
a Texas limited liability company

By: Stephen Baxter
Stephen Baxter, Member

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a Member of Arch Ray Developments, L.L.C., a Texas limited liability company, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

EXHIBIT "A"

BEING 119.54 acres of land, more or less, situated in Gillespie County, Texas, part of the Pedro Cabrera Survey No. 29, Abstract No. 106; said 119.54 acre tract of land is described by metes and bounds on Exhibit "A", attached hereto and made a part hereof.

STATE OF TEXAS, *
COUNTY OF GILLESPIE *

Field notes and accompanying map of a survey of 119.54 acres of land on the banks of the Pedernales River made at the request of Dale A. Crenwelge. Said land is situated in Gillespie County, Texas, being that same 119.54 acre tract of land described in a Warranty Deed to Dale A. Crenwelge, et ux., by Rhett Shan Kowert, et al., dated April 4, 2022, found of record in Instrument No. 20222333 of the Official Public Records of Gillespie County, Texas, situated in the Pedro Cabrera Survey No. 29, Abstract No. 106.

Said 119.54 acre tract of land is described by metes and bounds as follows, to wit:

BEGINNING at a pipe corner post at the S.E. corner of a gated entrance in the North right-of-way line of U.S. Highway 290 (a 120 foot-wide Right-of-Way), described in TXDOT strip maps dated August 1935 and March 1955, said right-of-way found of record in Volume 74, Pages 288-290 of the Deed Records of Gillespie County, Texas, for the S.W. corner of a 31.72 acre tract of land described in a conveyance to Romney B. Kowert, et ux., found of record in Instrument No. 20222331 of said Official Public Records, for the S.E. corner hereof, from which a concrete highway monument in the North line of U.S. Highway 290, bears for reference: S. 76 deg. 40 min. 35 sec. E., 511.98 feet;

THENCE with the North line of U.S. Highway 290 right-of-way and the South line hereof, **N. 76 deg. 40 min. 35 sec. W.**, at 1406.15 feet passing a point (perpendicular) to the N.E. corner of an existing concrete bridge within U.S. highway 290, **continuing in all 1843.08 feet** to a point in the East bank of the Pedernales River, for the S.W. corner an "Easement Area" for water pipelines and appurtenances granted to the City of Fredericksburg, found of record in Instrument No. 20207131 of said Official Public Records, for the S.W. corner hereof, from which a broken concrete highway monument in the North line of U.S. Highway 290, in the South line of called 19.98 acre tract of land described in a conveyance to Fiesta on the River RV Resort, LLC., found of record in Instrument No. 20207619 of said Official Public Records, bears for reference: N. 76 deg. 40 min. 35 sec. W., 577.83 feet;

THENCE departing U.S. Highway 290 right-of-way, in a Northerly direction, along the meanders of the East and South bank of the Pedernales River, with the West and North lines hereof, as follows:

N. 21 deg. 29 min. 39 sec. E., 136.82 feet;

N. 09 deg. 25 min. 44 sec. E., 89.83 feet;

N. 03 deg. 14 min. 24 sec. E., 150.04 feet;

N. 38 deg. 42 min. 41 sec. W., 387.71 feet;

N. 35 deg. 30 min. 15 sec. W., 127.67 feet;

N. 33 deg. 56 min. 42 sec. W., 139.24 feet;

N. 20 deg. 56 min. 02 sec. W., 164.96 feet;

N. 18 deg. 44 min. 28 sec. W., 146.41 feet;

(Continued on Page 2 of 3)

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N. 19 deg. 13 min. 00 sec. W., 196.62 feet;
N. 20 deg. 15 min. 55 sec. W., 191.73 feet;
N. 23 deg. 56 min. 29 sec. W., 200.78 feet to a corner for the remains of a concrete bridge;
N. 29 deg. 43 min. 07 sec. W., 236.38 feet;
N. 22 deg. 34 min. 45 sec. W., 203.65 feet;
N. 19 deg. 31 min. 02 sec. W., 131.72 feet;
N. 00 deg. 38 min. 27 sec. E., 84.91 feet;
N. 37 deg. 05 min. 14 sec. E., 89.86 feet;
N. 82 deg. 01 min. 19 sec. E., 69.06 feet;
N. 77 deg. 59 min. 32 sec. E., 110.20 feet;
S. 62 deg. 42 min. 48 sec. E., 280.07 feet;
S. 73 deg. 54 min. 30 sec. E., 449.87 feet;
S. 75 deg. 54 min. 52 sec. E., 110.13 feet;
S. 79 deg. 37 min. 32 sec. E., 84.63 feet;
S. 72 deg. 06 min. 59 sec. E., 215.09 feet;
S. 55 deg. 53 min. 50 sec. E., 130.52 feet;
S. 53 deg. 34 min. 04 sec. E., 98.72 feet;
S. 45 deg. 10 min. 03 sec. E., 215.68 feet;
S. 39 deg. 08 min. 45 sec. E., 102.24 feet;
S. 25 deg. 11 min. 09 sec. E., 228.26 feet;
S. 32 deg. 51 min. 25 sec. E., 160.17 feet;
S. 38 deg. 43 min. 31 sec. E., 34.93 feet;

(Continued on Page 3 of 3)

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S. 66 deg. 26 min. 00 sec. E., 118.65 feet;

S. 73 deg. 10 min. 15 sec. E., 211.81 feet;

S. 76 deg. 27 min. 15 sec. E., 412.16 feet;

S. 82 deg. 22 min. 19 sec. E., 226.26 feet;

S. 85 deg. 18 min. 48 sec. E., 390.07 feet;

S. 87 deg. 56 min. 24 sec. E., 319.68 to an unmarked point in the South bank of the Pedernales River for the N.W. corner of said 31.72 acre tract, for the N.E. corner hereof;

THENCE departing the South bank of the Pedernales River with the West line of said 31.72 acre tract, the East line hereof, as follows:

S. 05 deg. 37 min. 30 sec. W., at 190.52 feet passing a 1/2-inch rebar set (capped: WAYMAKER 6454) at a pine corner post, continuing in all 551.45 feet to a pipe corner post, for a deflection corner hereof;

S. 25 deg. 00 min. 27 sec. W., 520.25 feet to pipe corner post (1/2-inch rebar previously set), for a deflection corner hereof;

S. 52 deg. 43 min. 28 sec. W., 774.54 feet to the **PLACE OF BEGINNING**, as depicted on the accompanying map, surveyed on the ground November 10, 2022.

EXHIBIT "B"
PLATS AND PLANS

The plats and plans, attached hereto as Exhibit "B" contains the information required by the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.

GAUPLIN & ASSOCIATES, INC.
LAND ELEMENTS & PLANNERS

[illegible]

ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY

[illegible][illegible]

SITE MAP NOT TO SCALE

APPROXIMATE LOCATION OF THE 100 YEAR FLOOD LINE AS
GRAPHICALLY SHOWN ON REEL #1 FOR MAP NO. 04171C0475C
DATED OCTOBER 19, 2001

APPROXIMATE LOCATION OF THE 100-YEAR FLOOD LINE AS DETERMINED BY DITCH AS BEST AVAILABLE DATA

APPROXIMATE LOCATION OF THE
100 YEAR FLOOD LINE AS
GRAPHICALLY SHOWN ON FEMA
FIRM MAP NO. 4817QIA75C
DATED OCTOBER 19, 2001.

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Journal of Management Inquiry 18(6)

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1. <u>NAME OF VENDOR</u> <u>AMERICAN AIRLINES, INC.</u> 2. <u>ADDRESS</u> <u>10000 W. 10TH AVE.</u> 3. <u>CITY</u> <u>MINNEAPOLIS</u> <u>STATE</u> <u>MINN.</u> <u>ZIP</u> <u>55416</u> 4. <u>PHONE</u> <u>(612) 426-1000</u> 5. <u>DATE OF ORDER</u> <u>10/15/82</u> 6. <u>QUANTITY</u> <u>100</u> 7. <u>UNIT PRICE</u> <u>\$1.00</u> 8. <u>TOTAL PRICE</u> <u>\$100.00</u> 9. <u>DATE OF DELIVERY</u> <u>10/20/82</u> 10. <u>DATE OF PAYMENT</u> <u>10/20/82</u> 11. <u>DATE OF RECEIPT</u> <u>10/20/82</u> 12. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 13. <u>DATE OF RETURN</u> <u>10/20/82</u> 14. <u>DATE OF REFUND</u> <u>10/20/82</u> 15. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 16. <u>DATE OF RETURN</u> <u>10/20/82</u> 17. <u>DATE OF REFUND</u> <u>10/20/82</u> 18. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 19. <u>DATE OF RETURN</u> <u>10/20/82</u> 20. <u>DATE OF REFUND</u> <u>10/20/82</u> 21. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 22. <u>DATE OF RETURN</u> <u>10/20/82</u> 23. <u>DATE OF REFUND</u> <u>10/20/82</u> 24. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 25. <u>DATE OF RETURN</u> <u>10/20/82</u> 26. <u>DATE OF REFUND</u> <u>10/20/82</u> 27. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 28. <u>DATE OF RETURN</u> <u>10/20/82</u> 29. <u>DATE OF REFUND</u> <u>10/20/82</u> 30. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 31. <u>DATE OF RETURN</u> <u>10/20/82</u> 32. <u>DATE OF REFUND</u> <u>10/20/82</u> 33. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 34. <u>DATE OF RETURN</u> <u>10/20/82</u> 35. <u>DATE OF REFUND</u> <u>10/20/82</u> 36. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 37. <u>DATE OF RETURN</u> <u>10/20/82</u> 38. <u>DATE OF REFUND</u> <u>10/20/82</u> 39. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 40. <u>DATE OF RETURN</u> <u>10/20/82</u> 41. <u>DATE OF REFUND</u> <u>10/20/82</u> 42. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 43. <u>DATE OF RETURN</u> <u>10/20/82</u> 44. <u>DATE OF REFUND</u> <u>10/20/82</u> 45. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 46. <u>DATE OF RETURN</u> <u>10/20/82</u> 47. <u>DATE OF REFUND</u> <u>10/20/82</u> 48. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 49. <u>DATE OF RETURN</u> <u>10/20/82</u> 50. <u>DATE OF REFUND</u> <u>10/20/82</u> 51. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 52. <u>DATE OF RETURN</u> <u>10/20/82</u> 53. <u>DATE OF REFUND</u> <u>10/20/82</u> 54. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 55. <u>DATE OF RETURN</u> <u>10/20/82</u> 56. <u>DATE OF REFUND</u> <u>10/20/82</u> 57. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 58. <u>DATE OF RETURN</u> <u>10/20/82</u> 59. <u>DATE OF REFUND</u> <u>10/20/82</u> 60. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 61. <u>DATE OF RETURN</u> <u>10/20/82</u> 62. <u>DATE OF REFUND</u> <u>10/20/82</u> 63. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 64. <u>DATE OF RETURN</u> <u>10/20/82</u> 65. <u>DATE OF REFUND</u> <u>10/20/82</u> 66. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 67. <u>DATE OF RETURN</u> <u>10/20/82</u> 68. <u>DATE OF REFUND</u> <u>10/20/82</u> 69. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 70. <u>DATE OF RETURN</u> <u>10/20/82</u> 71. <u>DATE OF REFUND</u> <u>10/20/82</u> 72. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 73. <u>DATE OF RETURN</u> <u>10/20/82</u> 74. <u>DATE OF REFUND</u> <u>10/20/82</u> 75. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 76. <u>DATE OF RETURN</u> <u>10/20/82</u> 77. <u>DATE OF REFUND</u> <u>10/20/82</u> 78. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 79. <u>DATE OF RETURN</u> <u>10/20/82</u> 80. <u>DATE OF REFUND</u> <u>10/20/82</u> 81. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 82. <u>DATE OF RETURN</u> <u>10/20/82</u> 83. <u>DATE OF REFUND</u> <u>10/20/82</u> 84. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 85. <u>DATE OF RETURN</u> <u>10/20/82</u> 86. <u>DATE OF REFUND</u> <u>10/20/82</u> 87. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 88. <u>DATE OF RETURN</u> <u>10/20/82</u> 89. <u>DATE OF REFUND</u> <u>10/20/82</u> 90. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 91. <u>DATE OF RETURN</u> <u>10/20/82</u> 92. <u>DATE OF REFUND</u> <u>10/20/82</u> 93. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 94. <u>DATE OF RETURN</u> <u>10/20/82</u> 95. <u>DATE OF REFUND</u> <u>10/20/82</u> 96. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 97. <u>DATE OF RETURN</u> <u>10/20/82</u> 98. <u>DATE OF REFUND</u> <u>10/20/82</u> 99. <u>DATE OF CANCELLATION</u> <u>10/20/82</u> 100. <u>DATE OF RETURN</u> <u>10/20/82</u>																																																																																																			

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ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY

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ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY

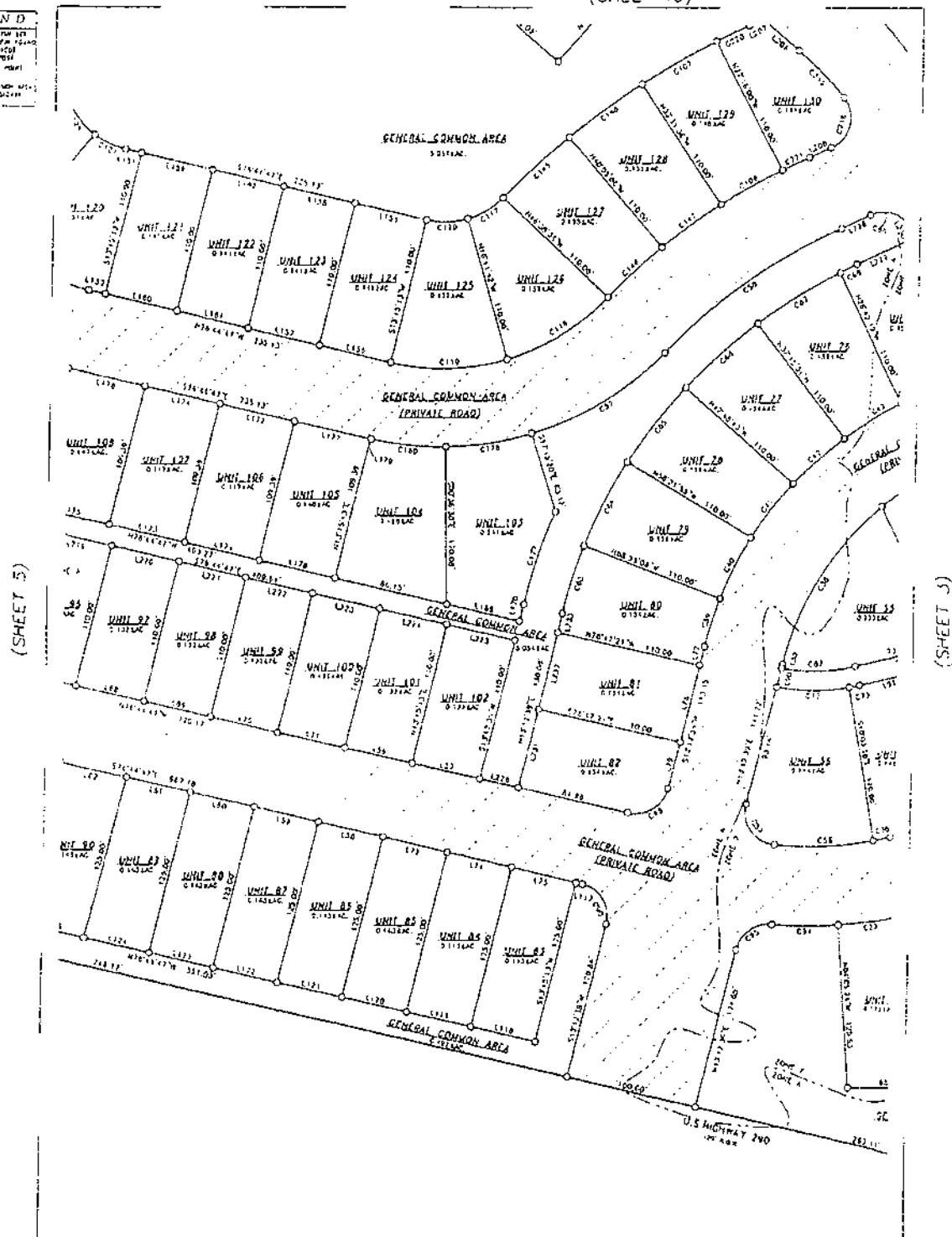
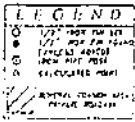
18.31 ACRES
1.1 ACRES UNIT 100
PROPOSED UNIT, OFFICE, COMMON, TRAIL

(SHEET 17)

AUPLIN ASSOCIATES
LAND SURVEYORS & PLANNERS

LEGEND	
1. 1/2" = 1' SCALE	2. 1/4" = 1' SCALE
3. 1/8" = 1' SCALE	4. 1/16" = 1' SCALE
5. 1/32" = 1' SCALE	6. 1/64" = 1' SCALE
7. 1/128" = 1' SCALE	8. 1/256" = 1' SCALE
9. 1/512" = 1' SCALE	10. 1/1024" = 1' SCALE
11. 1/2048" = 1' SCALE	12. 1/4096" = 1' SCALE
13. 1/8192" = 1' SCALE	14. 1/16384" = 1' SCALE
15. 1/32768" = 1' SCALE	16. 1/65536" = 1' SCALE
17. 1/131072" = 1' SCALE	18. 1/262144" = 1' SCALE
19. 1/524288" = 1' SCALE	20. 1/1048576" = 1' SCALE
21. 1/2097152" = 1' SCALE	22. 1/4194304" = 1' SCALE
23. 1/8388608" = 1' SCALE	24. 1/16777216" = 1' SCALE
25. 1/33554432" = 1' SCALE	26. 1/67108864" = 1' SCALE
27. 1/134217728" = 1' SCALE	28. 1/268435456" = 1' SCALE
29. 1/536741888" = 1' SCALE	30. 1/1073483776" = 1' SCALE
31. 1/2146967552" = 1' SCALE	32. 1/4293935104" = 1' SCALE
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39. 1/549630093312" = 1' SCALE	40. 1/1099260186624" = 1' SCALE
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(SHEET 16)

[illegible]

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$$e \in E_0 \rightarrow e \in V(\text{Path}(v)) \vee e \in N_{\text{out}}(v) \wedge v \in V(\text{Path}(v))$$

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 ۱۳۸۲/۱۰/۲۵
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١٤ الحنفية ٥٨٨ لسنة ١٤١٦ هـ

PAGE NO. 121101
 DISPATCHED FROM ASST. NAT. DEVELOPMENTAL ILS
 TECH. SPT
 APPROVED: D. Stanz
 FIELDWORK PERFORMED ON: 10/1/1921
 COMMENTS:

1. 1970-1971
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263. 2494-

SCALE 1" = 50'

A horizontal scale bar with a double line. It is divided into two equal segments by a vertical tick mark in the middle. The left end is labeled '0', the middle tick mark is labeled '25', and the right end is labeled '50'.[illegible]



ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY

116.51 ACRES
U.S. HIGHWAY 290
POTOMAC, CALLEJO COUNTY, MARYLAND

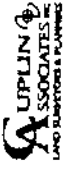
CUPLIN &
ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

(SHEET 15)

LEGEND

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ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY



(SHEET 7)



(SHEET 5)

ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY
SUBDIVISION
PLANNED BY
A UPLIN & ASSOCIATES
LAND SUBDIVISION PLANNING
11111 11TH STREET
FARMINGTON, CT 06030
TEL: 860-635-1111
FAX: 860-635-1112

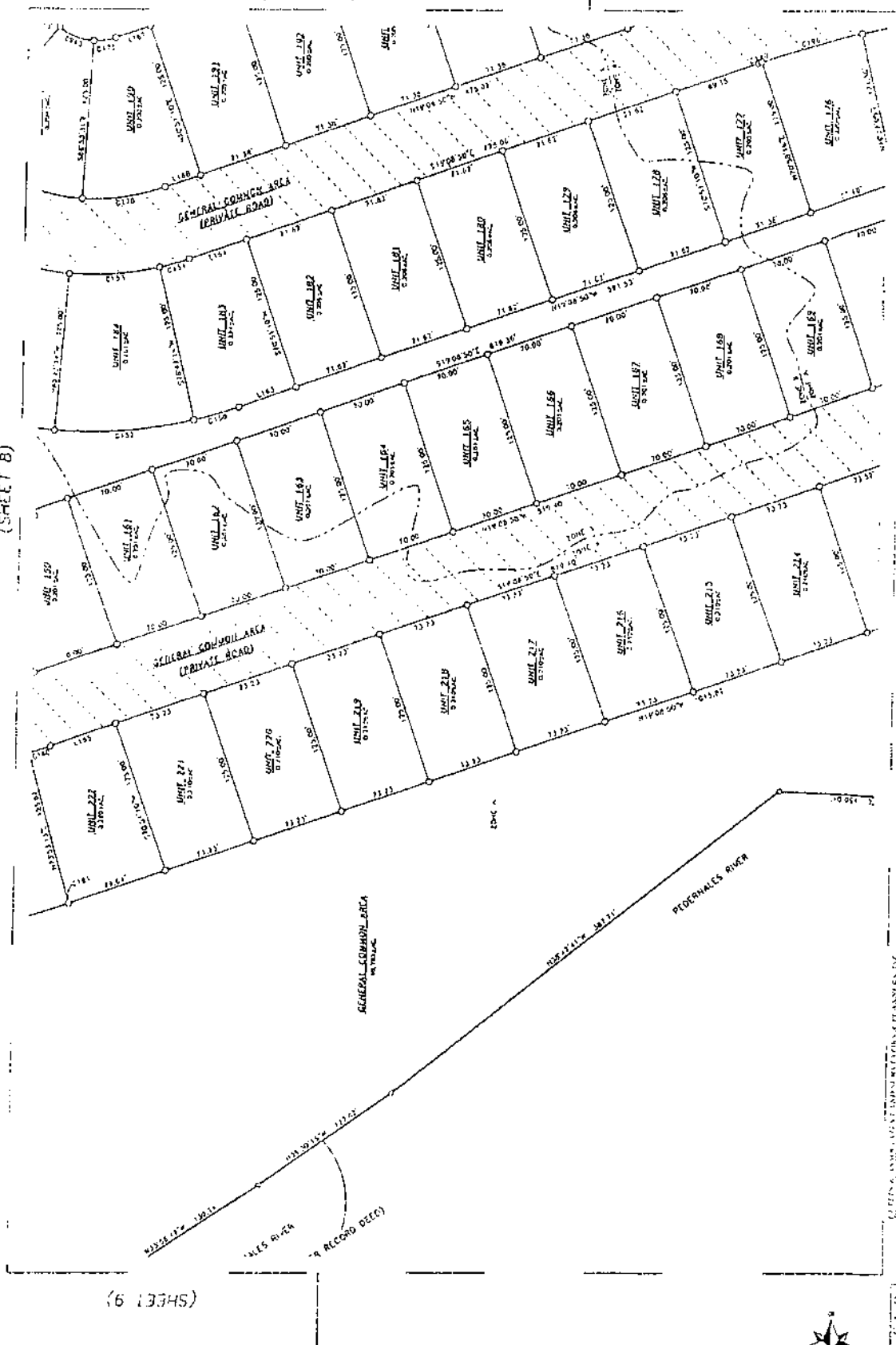
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ARCHWAY CONDOMINIUM
RV & CABIN COMMUNITY

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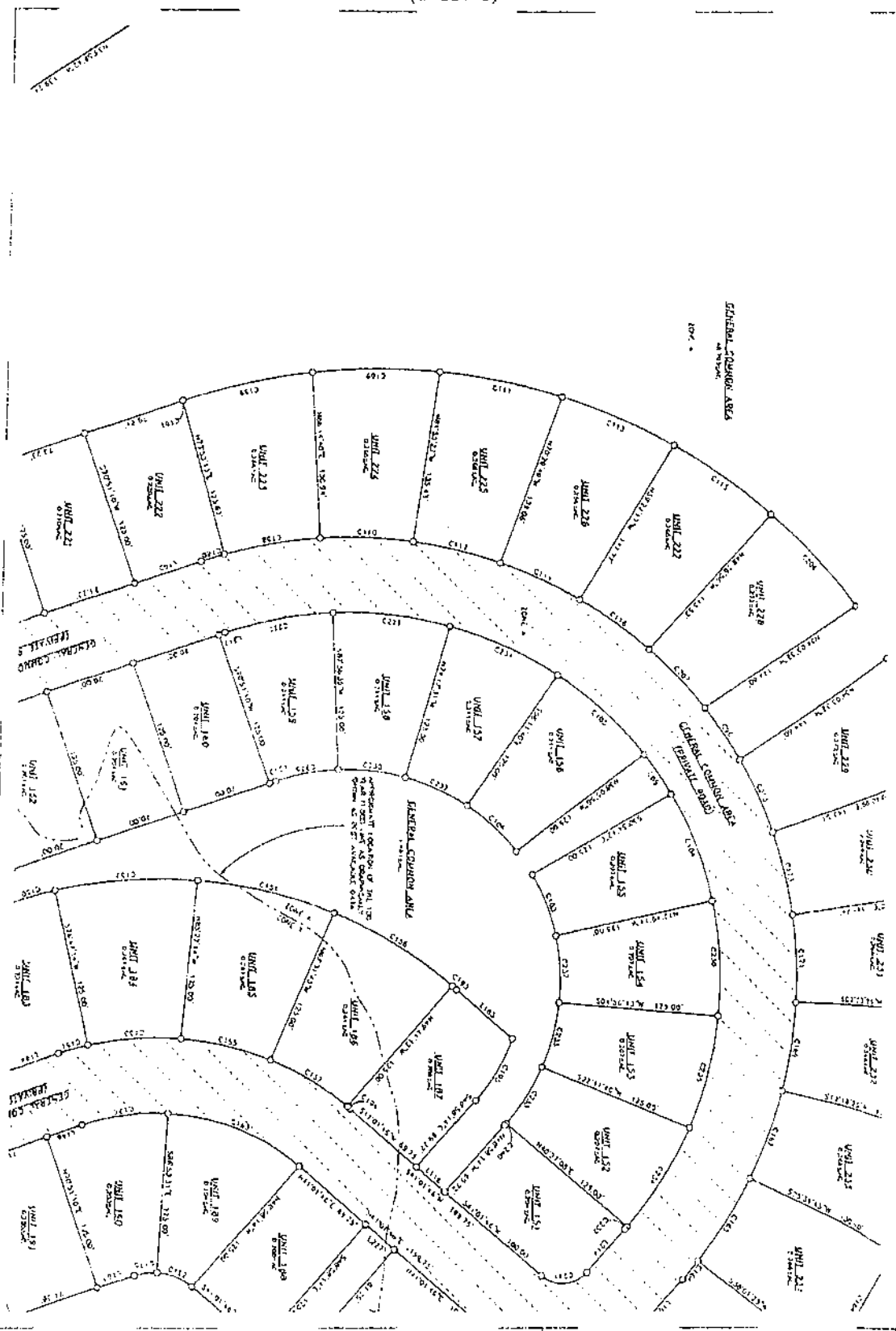
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(SHEET 9)

(SHEET 12)

**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

(SHEET 13)



LEGEND

1. 1/2" = 1' Scale	2. 1/4" = 1' Scale
3. 1/8" = 1' Scale	4. 1/16" = 1' Scale
5. 1/32" = 1' Scale	6. 1/64" = 1' Scale
7. 1/128" = 1' Scale	8. 1/256" = 1' Scale

PLAN AND ELEVATION
ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY
UNIT 131 THROUGH UNIT 239
SCALE 1" = 40'

UNIT 131
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UNIT 133
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SCALE 1" = 40'

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ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY

CONDO MAP FOR
111 24 ACRES
U.S. HIGHWAY 103
PROFESSIONAL ENGINEER, TEXAS



LEGEND	
1/2" = 1' (SEE PLAN)	
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CONDO MAP FOR
**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

17TH ST. ACRES
U.S. HIGHWAY 280
PROVIDENCE, DALLAS COUNTY, TEXAS

**AUPLIN &
ASSOCIATES**
LAND SURVEYORS & PLANNERS

LEGEND	
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CONDO MAP FOR ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY

10000 S. 10TH
VIA RICHARD 2ND
PUEBLO BLVD, SUITE 100, PUEBLO, CO 81001

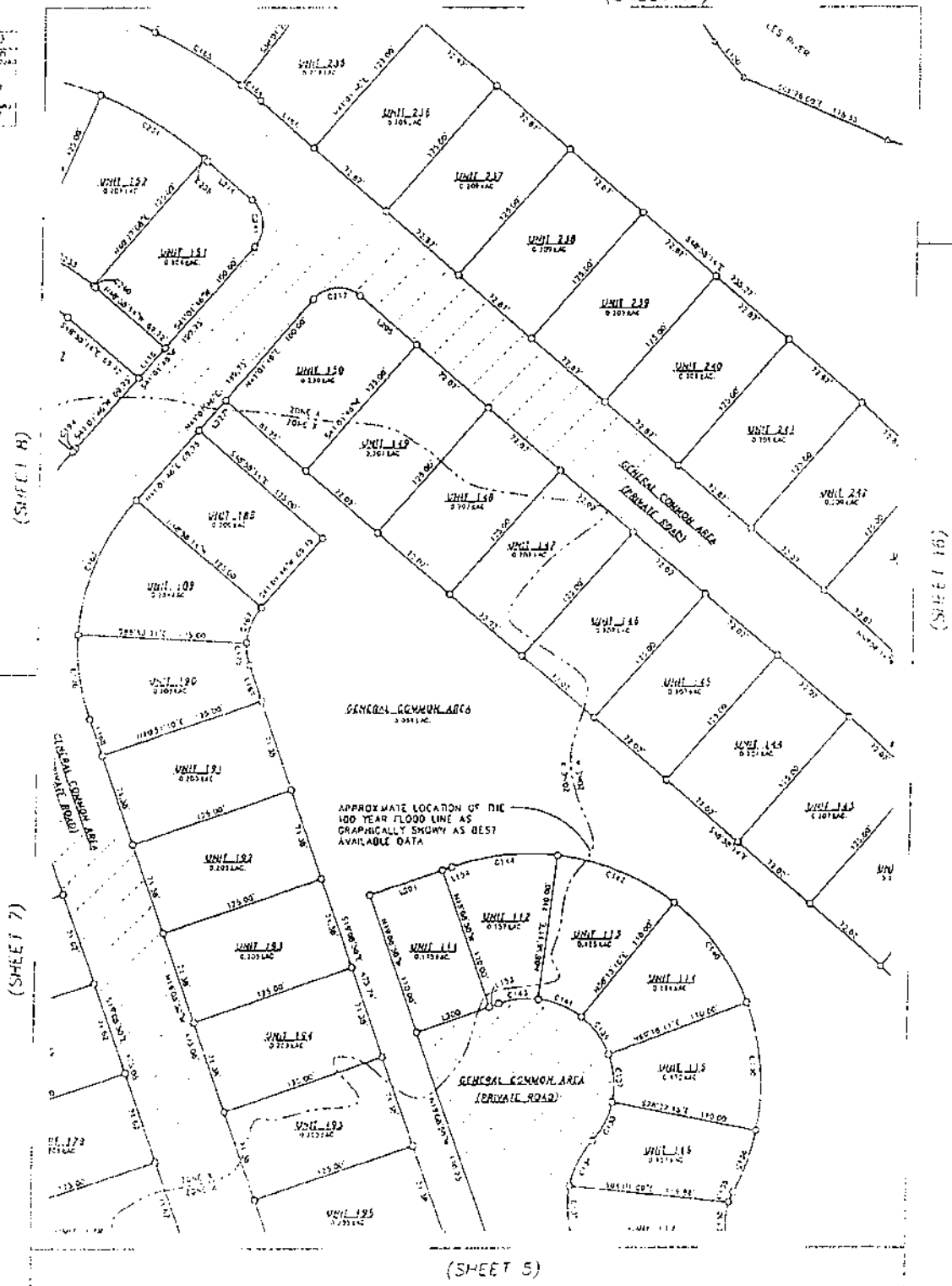
(SHEET 14)

AUPLIN & ASSOCIATES P.C.
LAND SURVEYORS & PLANNERS



LEGEND

1	UNIT
2	COMMON AREA
3	PRIVATE ROAD
4	PRIVATE ROAD
5	PRIVATE ROAD
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98	PRIVATE ROAD
99	PRIVATE ROAD
100	PRIVATE ROAD



10000 S. 10TH
VIA RICHARD 2ND
PUEBLO BLVD, SUITE 100, PUEBLO, CO 81001
TEL: (719) 531-1111
FAX: (719) 531-1112
WWW.AUPLIN-ASSOCIATES.COM

PROJECT NO.	10000 S. 10TH
DATE	10/11/2022
BY	ARCH RAY CONDOMINIUM
FOR	ARCH RAY CONDOMINIUM
REVISIONS	

SCALE 1" = 50'
SHEET 14 OF 19

NO.	DATE	REVISIONS
1		
2		
3		
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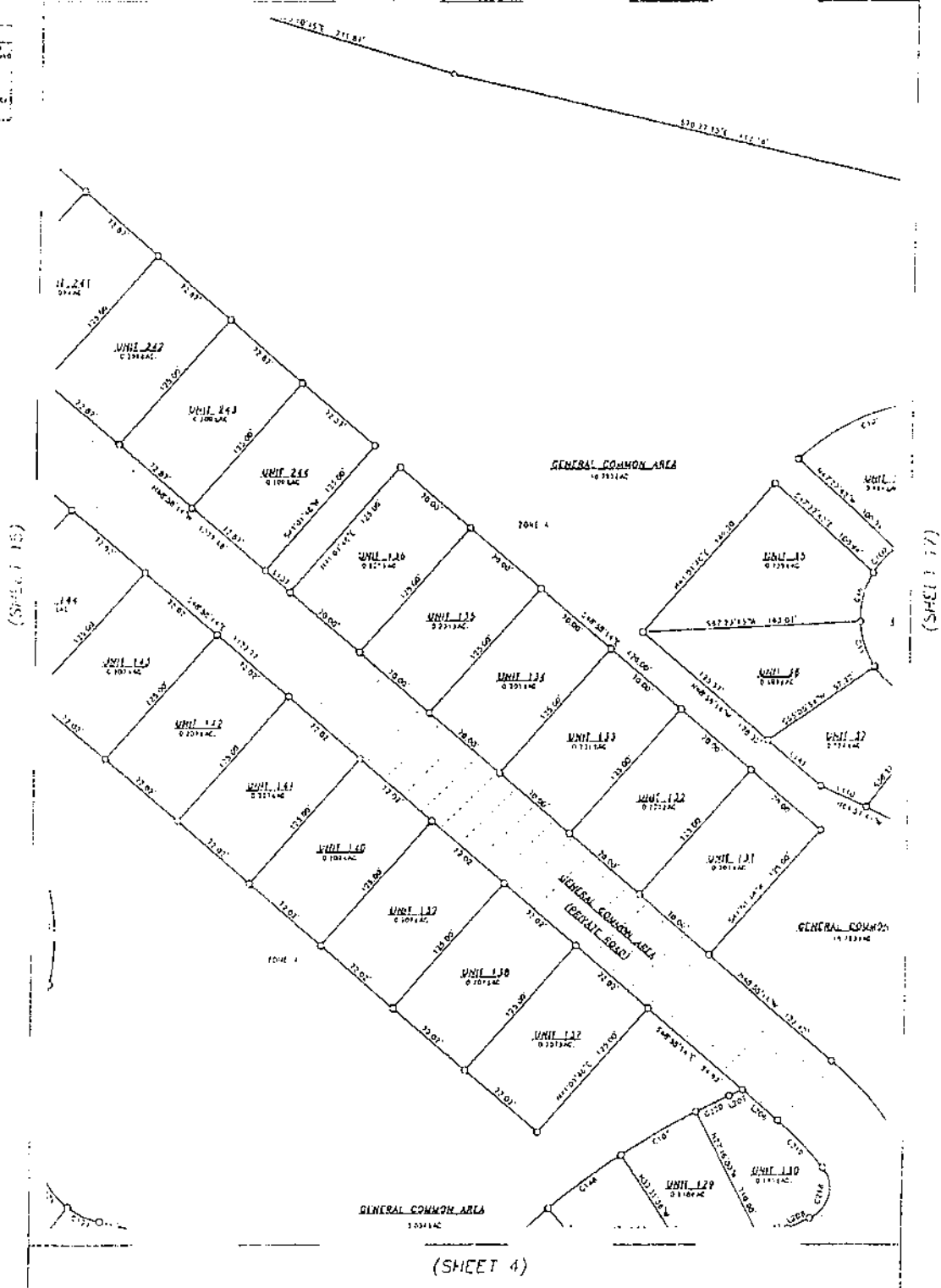


ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY

CUPLIN &
ASSOCIATES
LAND SURVEYORS & PLANNERS

(SHEET 14)

LEGEND	
0	1/2" = 10' FOR THE LOT
1	1/2" = 10' FOR THE ROAD
2	1/2" = 10' FOR THE ROAD
3	1/2" = 10' FOR THE ROAD
4	1/2" = 10' FOR THE ROAD
5	1/2" = 10' FOR THE ROAD



CUPLIN & ASSOCIATES, LAND SURVEYORS & PLANNERS
11111 111th Ave SE
SUITE 100
BELLINGHAM, WA 98226
PHONE: (360) 735-1111
FAX: (360) 735-1112
WWW.CUPLIN.COM

DATE: 11/11/11	SCALE: 1" = 50'
PROJECT: ARCH RAY CONDOMINIUM, LLC	REVISIONS:
DESIGN: J. STARR	
APPROVED: J. STARR	
RECORDED: 11/17/11	
DATE: 11/17/11	

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EXHIBIT "C"
ENCUMBRANCES

1. Right of Way Deed executed by Henry Mogford and wife, Meta Mogford to State of Texas, dated November 3, 1955, recorded in Volume 74, Pages 288-290, Deed Records of Gillespie County, Texas.
2. Easement and Right of Way executed by Louis Scheele, Edwin Scheele, Clarence Mogford, Pryor Mogford, Ben Mogford, Margaret Doebller, V.O.Doebller, A.G. Holloway, Bertha Moore, Wheeler C. Moore, Davis Mogford, Erna Heasty, W.H. Heasty, Harry Mogford, Mrs. Lorraine Feuge and Reuben Feuge to Southwestern Bell Telephone Company., dated December 30, 1959, recorded in Volume 79, Pages 239-243, Deed Records of Gillespie County, Texas.
3. Easement and Right of Way executed by Mogford Estate, by Pryor Mogford to Southwestern Bell Telephone Company, dated December 9, 1963, recorded in Volume 84, Pages 47-48, Deed Records of Gillespie County, Texas.
4. Right of Way Easement executed by Oliver C. W. Kowert to Central Texas Electric Cooperative, Inc., dated August 12, 1971, recorded in Volume 100, Pages 750-751, Deed Records of Gillespie County, Texas.
5. Water Line and Temporary Construction Easement executed by Kowert Family Properties, L.L.C. to City of Fredericksburg, dated August 27, 2020, recorded under Register No. 20207131, Official Public Records of Gillespie County, Texas.
6. Subject to the past and future action of Pedernales River by means of accretion, erosion or avulsion.
7. The following matters, all as shown on survey prepared by Cody J. Musick, Registered Professional Land Surveyor No. 6454, dated March 3, 2022:
 - a. "Easement Area"
 - b. Utility easements
 - c. Overhead electric
 - d. Utility poles and meter pole
 - e. Water valve
 - f. Manhole
 - g. Pedernales River

EXHIBIT "D"
COMMON INTEREST ALLOCATION AND VOTES

The Common Interest Allocation and Common Expense Liability for each Unit is 1/244. Each Unit is allocated one (1) vote.

THE COMMON INTEREST ALLOCATION AND COMMON EXPENSE LIABILITY ASSIGNED TO A PARTICULAR UNIT WILL DECREASE IF ADDITIONAL UNITS ARE CREATED AND ADDED TO THE REGIME BY THE DECLARANT.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk

Gillespie County Texas

May 04, 2023 01:29:32 PM



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DECLARATION



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**DESIGN STANDARDS
ARCH RAY CONDOMINIUMS**

DECLARANT:

Arch Ray Developments, L.L.C.,
a Texas limited liability company
312 Schmitzinsky Rd.
Fredericksburg, Texas 78624

THESE DESIGN STANDARDS FOR ARCH RAY CONDOMINIUMS ("Design Standards") is made by Arch Ray Developments, L.L.C., a Texas limited liability company ("Declarant"), in conformance with the provisions of that certain DECLARATION OF CONDOMINIUM REGIME FOR ARCH RAY CONDOMINIUMS (the "Declaration"), incorporated herein by reference, and further in conformance with the RESERVATION OF DECLARANT RIGHTS, also incorporated herein by reference, and are as follows:

ARTICLE I ARCHITECTURAL AND AESTHETIC STANDARDS

1.1 Aesthetic Appeal. The ARC may disapprove the construction design of any Improvement on purely aesthetic grounds. Any prior decisions of ARC regarding matters of design or aesthetics shall not be deemed to have set a precedent if, in its sole discretion, the ARC feels that the repetition of such actions would have any adverse effect on the community. It is the express intent of the Declarant that the Property be finished out and reflect the Texas Hill Country architecture and style. All submissions must conform to the Texas Hill Country architecture and style.

1.2 Prohibited Elements. The following architectural elements are prohibited within Arch Ray Condominiums, unless expressly approved in advance and in writing by the ARC:

Roofs

- Flat roofs.
- Roofs that are too steep or too shallow for the style of the home.
- Shed roofs except as incidental to the main roof.

Design Elements

- Stove pipe chimneys and metal chimney caps.
- Random roof penetrations, vents or skylights facing a right of way.
- White or bubble skylights.
- Mirrored glass.

Materials and Colors

- Synthetic wood-siding; provided, however, that wood siding made from actual cedar, redwood or cypress wood and that is connected by tongue & groove or lap joint methods shall be permitted.
- Stone which appears glued on; however, use of native stone natural to the area or brick along the same color range is allowed (acceptable stone, rock and brick colors will be provided with construction application).
- Vivid, inappropriate colors (acceptable color palette will be provided with construction application)

1.3 Building Envelope. The building envelope is that portion of a Unit excluding the setbacks on which Improvements and outdoor private spaces will be constructed. Each Improvement within the building envelope must conform to the maximum building height requirements set forth in these Design Standards. Each Owner is advised to consult the ARC with respect to particular setbacks on his or her Unit. The ARC reserves the right to establish a building envelope for certain Units that would include specific setbacks for such Units. For example, the ARC has the right to prohibit construction of Improvements within a certain distance from boundary line of a Unit. In the event of

any disagreement regarding the setbacks or building envelope of a Unit, the decision of the ARC controls.

Landscape structures (such as trellises and/or arbors), walls over four feet (4') and landscaping that have the potential to block views are discouraged in areas where adjacent Units or common areas may be affected.

1.4 Height and Views. Unless otherwise approved in advance by the ARC, no Improvement or structure may exceed twenty feet (20') in height to the top of the main structure (exclusive of chimneys, copulas and ventilators) as measured according to the following definition: the vertical distance between the lowest finished floor elevation at any point within the structure and the center of the roof line. Unless otherwise approved in advance by the ARC, no Improvement or residential structure may exceed twenty-five feet (25') in height (inclusive of chimneys and ventilators) as measured according to the following definition: top of the primary structure from the uphill side of the Unit. The ARC has the authority to withhold its approval of an Improvement's height notwithstanding the previous provisions if the ARC determines that the proposed height is not compatible with adjacent structures or is not responsive to existing or anticipated structure heights on Units located above or below the Unit on which the proposed Improvement will be constructed. Views are neither guaranteed, preserved nor protected within the Property.

1.5 Exterior Materials. Unless otherwise approved in writing by the ARC, the exterior Improvement material shall be constructed of horizontal or vertical siding manufactured out of fiber-cement (e.g. "HardiPlank®") or approved masonry. The ARC encourages the restrained use of a variety of materials.

No more than six (6) inches at the bottom of a slab may be left exposed; the remainder must be covered with the same material as the exterior wall (a maximum six (6) inch allowable exposed lug). All portions of exposed slab must be underpinned. The ARC may require that the remaining exposed portion of the foundation be concealed by landscaping approved in advance by the ARC.

1.6 Color Palette. Unless otherwise approved in advance by the ARC, the exterior color of Improvements on all Units must conform to the color palette provided by the ARC, which shall consist of Earth tones, for both paint and stain. Accent colors shall be allowed at entry doors from a paint manufacturer's "Historical Colors" selections.

1.7 Improvement Materials. All Improvement materials must be approved in advance by the ARC. All projections from an Improvement, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior steps must, unless otherwise approved by the ARC, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

1.8 Building Coverage. Minimum floor area for interior heated space is 1,500 square feet for all primary dwelling Improvements. Exterior porches, whether enclosed or open, shall not exceed 850 square feet. No structure may be more than one (1) story.

1.9 Windows. Combinations of double hung, casement, or fixed wood, aluminum, vinyl-clad, or fiberglass windows are required. Snap-in window grids are prohibited. Multi-pane windows and doors are encouraged.

1.10 Roofs. The pitch, color and composition of all roof materials must be approved in writing by the ARC. Roof material shall be non-reflective standing seam metal or galvalume. All roof materials shall be a muted earth or natural tone color as approved by the ARC. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the ARC. Solar panels may be installed on Improvements but must be flush with the grade of the roof and must be located on the rear of the Improvement.

1.11 Garages. All garages shall be approved in advance of construction by the ARC. The Improvements on each Unit may contain a private, enclosed garage. Carports or other open automobile storage units will be permitted if approved by ARC. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening into a garage (e.g., side-entry or front-entry) must be approved in advance by the ARC. The parking of vehicles in the yard of any Unit is not permitted. The driveway must also be able to accommodate two (2) additional vehicles.

1.12 Driveways. The design of all driveways must be approved in advance by the ARC. All driveways shall be surfaced with pre-cast concrete pavers, decomposed granite, asphalt or similar substances approved by the ARC.

The minimum width of a driveway is eighteen feet (18') and the maximum width of a driveway is twenty-two feet (22'). Drives shall intersect the street at as close to ninety degrees (90°) as possible. All driveways must be at least ten feet (10') from adjacent Unit boundary lines, unless otherwise approved in advance by the ARC. One driveway entry is allowed per Unit. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as well as the driveway area between the property line and the garage.

If the driveway is raised significantly above finished grade (which will be determined by the ARC, in its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the ARC.

1.13 Exterior Lighting. Exterior lighting will be kept to a minimum, but consistent with good security practices and customary traditional single-family residential use and shall face in a downward direction (except for tree lighting as done by the Association) so as to mitigate light pollution and minimize light spillage beyond Unit lines onto surrounding properties or project above the horizontal plane. Lighting practices that minimize light pollution, glare and light trespass are strongly encouraged.

Except for accent lighting, wall mounted lights should be directed downward only, to prevent light spillage. Soffit mounted light fixtures should be recessed into the soffit or otherwise fully shielded. Ground mounted or other upward directional lighting will be permitted only where some form of shielding or light baffling is provided so that a soft, uniform light quality on the tree or wall with minimum light spillage beyond is achieved.

No exterior light whose direct source is visible from a street or neighboring Unit or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior lighting must be approved in advance by the ARC.

Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Holiday lighting is an exception for a maximum length of time beginning no earlier than mid-November and ending by mid-January of each year. Sodium, mercury vapor, or bare HID yard lights are not allowed. All exterior light temperatures may not exceed 3,000 K.

1.14 Accessory Improvements. Accessory Improvements, including detached garages, Accessory Dwelling Units and storage buildings shall be constructed of the same materials and with the same quality of construction as the primary residential structure and must be approved in advance by the ARC. The ARC will be entitled to determine, in its sole and absolute discretion, whether an Accessory Improvement or outbuilding proposed to be constructed on any Unit is permitted and complies with the foregoing requirements. Metal storage sheds are expressly prohibited. Any Accessory Improvement should be placed on a Unit so as to have the view of any such structure be minimized from public view and from adjoining Units.

1.15 Miscellaneous.

A. Address Markers and Mailboxes. Address markers must conform to specifications established by the ARC. Mail will be delivered to Arch Ray Condominiums community mailbox located at the discretion of the ARC. No individual mailboxes on Units are permitted.

B. Barbecue Grills. Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Unit and are not visible from any right of way. The use of built-in grills is encouraged.

C. Unightly Vehicles and Vehicle Repair. All trailers, graders, trucks other than pickups, boats, tractors, camper shells, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in use, in enclosed structures or screened from view. No repair or maintenance work shall be done on any of the preceding or any automobile (other than washing, cleaning, tire changing, and minor emergency repairs) except in enclosed garages or other structures.

D. Trash. Rubbish and debris of any kind shall not be placed or permitted to accumulate upon any Unit, and no odors shall be allowed to arise from that place so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be stored within enclosed structures or appropriately screened from view.

F. Signs. No sign of any kind shall be displayed to the public view on a Unit.

G. Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of Unit. It is prohibited for any person to make, assist in making, permit, continue, cause to be made or continued, or allow the continuance of any sound that exceeds decibel levels as established by the City of Fredericksburg. Any sound that exceeds the levels set forth City of Fredericksburg Zoning Ordinance is subject to a fine by the Association. For more detailed information, please refer to the City's website- <http://www.fbgtx.org>.

ARTICLE II LANDSCAPE GUIDELINES

2.1 Planting Guidelines.

A. General.

- (i) A landscape plan must be submitted for all Units and design of the landscaping should be considered as a part of the architectural design process. Submittal of a landscape plan may be deferred a maximum of 6 months from approval of the final plans, upon approval of a deferment application.
- (ii) Landscape designs must contain a variety of plant materials arranged in a manner consistent with the native landscape. Informal, natural groupings are suitable; long linear hedges and large expanses of single plant species are not permissible.
- (iii) Landscape plans shall show the location of all proposed plant materials and include a plant legend comprised of plant species, quantities, and sizes at the time of planting.
- (iv) Turf species shall be native species approved in advance by the ARC.
- (v) Landscape designs shall not emphasize or draw attention to property lines.
- (vi) Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties.
- (vii) Hardscape elements in the landscaping must be in scale with the home and associated structures. Sculptures and fountains are subject to approval by the ARC.

B. Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Unit, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the ARC. All Owners implementing Xeriscaping shall comply with the following:

- (i) **Application.** Approval by the ARC is required prior to installing Xeriscaping. To obtain the approval of the ARC for Xeriscaping, the Owner shall provide the ARC with the following information: (a) the proposed site location of the Xeriscaping on the Owner's Unit; (b) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (c) the percentage of yard to be covered with gravel, rocks and cacti (the "Xeriscaping Application"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ARC is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the ARC for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

- (ii) Approval Conditions. Unless otherwise approved in advance and in writing by the ARC each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:
- (iii) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ARC. For purposes of this Article II, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Unit plan may be denied if the ARC determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Unit.
- (iv) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard.
- (v) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Units, as reasonably determined by the ARC.
- (vi) Process. The decision of The ARC will be made within a reasonable time, or within the time period otherwise required by the Declaration which govern the review and approval of Improvements.
- (vii) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the ARC, installation of the Xeriscaping must:
 - a. strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ARC may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or
 - b. remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by The ARC to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

THE AMOUNT OF IMPERVIOUS COVER WHICH MAY BE INCORPORATED INTO A UNIT IS LIMITED. IF YOU EXCEED THE ALLOCATION, YOU WILL HAVE VIOLATED THE TERMS AND PROVISIONS OF THE DECLARATION AND DESIGN STANDARDS.

2.2 Landscape Inspection. The ARC may, upon completion of the installation of landscaping, conduct an on-site inspection of the Unit to ensure compliance with the approved plan.

2.3 Retaining Walls, Steps and Storm Water Management; Retaining Wall Guidelines. The design, placement and materials of all retaining walls must be approved in advance

by the ARC. All approved retaining walls must be faced (veneered) with masonry approved in advance by the ARC. Each retaining wall must be adequately drained on the surcharge side. The tops of retaining walls are to be shaped to blend with natural contours. Ends of retaining walls shall not be abrupt, but are to be designed to create natural-looking transitions with the existing landforms and vegetation. In general, retaining walls may not delineate or parallel setback boundaries or property lines for long distances. Retaining walls are to utilize multiple vertical and horizontal offsets that step with the site's topography and house design. Stacked boulder retaining walls may be approved provided the walls are either:

- "Fitted" stones with ample planting crevices or pockets; and,
- Appear as a natural boulder slope with planting.

2.4 Fences and Walls. The plans and specifications for all fencing to be constructed on a Unit must be drawn on a previously approved copy of the Site Plan and must be submitted to the ARC for review and approval prior to installation. The construction of a fence on any Unit is optional. Any fence constructed within a utility and/or drainage easement (i) may not impede the access to or purpose of the easement; and (ii) is subject to removal at the Owner's expense. All fences must be a minimum of four feet (4') and a maximum of eight feet (8') in height and constructed of cedar wood, stained or natural, constructed in a vertical or horizontal pattern. Trash containers and HVAC condenser units must be consolidated into one central screened area.

2.5 Irrigation Systems. The objectives related to irrigation systems are:

- to minimize the amount of landscape irrigation required through water sensitive landscape design.
- to utilize irrigation systems that provide efficient water coverage and minimize water usage and runoff.
- to ensure adequate levels of irrigation using automated systems to promote optimal plant growth and the establishment of a mature landscape.

Landscaped areas within the building envelope may be irrigated if required. The use of drought tolerant plantings combined with minimal irrigation must be the basis of all landscape submittals. If irrigation is necessary, the use of automatic underground drip irrigation systems in non-turf areas is recommended. An Owner should group plant materials according to their water consumption needs. All irrigation systems will utilize an automatic, programmable controller to maximize efficiency, and employ double detector check valves to prevent backflow. Irrigation systems shall include a rainfall monitoring system, to minimize water consumption and over-watering.

ARTICLE III EROSION CONTROL AND CONSTRUCTION REGULATIONS

The following requirements shall apply to all construction activities within The Arch Ray Condominiums. Periodic inspections by a representative of the ARC may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines may be levied against the Owner.

3.1 Erosion Control Installation and Maintenance. It is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures

throughout construction. At a minimum, these will consist of silt fences. It is the responsibility of the Owner's contractor to ensure the proposed erosion control methods are adequate and maintained throughout the construction period. Additional erosion control measures may be required and Owners and their contractors are strongly encouraged to review any city or county regulation. Silt fencing is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site. The Owner should anticipate that built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately. If for any reason the silt fence is to be temporarily removed, please contact a representative of the ARC prior to the removal.

3.2 Construction Access. All contractors must access the construction area only through the Arch Ray Condominiums' designated construction entrance. All concrete truck drivers shall use the designated "wash-out" area for cleaning their trucks.

3.3 Security. Neither the Declarant, the Association, nor the ARC will be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Gillespie County Sheriff's Department and then notify a representative of the ARC.

3.4 Construction Hours. Unless a written waiver is obtained from the ARC, construction may take place only during the following hours: Monday through Friday from 7:30 a.m. until 7:00 p.m., and on Saturdays from 8:00 a.m. until 6:00 p.m. No construction noise over 75 decibels shall be permitted on Saturdays. There shall be no construction on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

3.5 Material and Equipment Storage. All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners and contractors may not disturb, damage or trespass on other Units or adjacent property.

3.6 Insurance. The ARC requires an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the ARC as additional insureds, in an amount to be determined, from time to time by the ARC.

3.7 Site Cleanliness. During the construction period, each construction site shall be kept neat and shall be properly policed. Owners and contractors shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The ARC will have the authority to require that one dumpster be provided to serve no more than four Units. In addition to any dumpster, a trash receptacle approved in advance by the ARC will be located on each Unit during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. The dumping, burying or burning of trash is not permitted anywhere within the Arch Ray Condominiums. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Any damage will be charged to the Owner. Crawler tractors are not to be operated on paved or concrete surfaces. Any damage must be repaired by contractor or Owner. Mud, dirt and other construction debris tracked off site must be cleaned on a daily basis.

3.8 Sanitary Facilities. During construction, a temporary sanitary facility (chemical toilet) shall be provided and maintained in a location approved in advance by the ARC, which shall be no farther than three-hundred feet (300') from the job site which the sanitary facility serves.

3.9 Schedule of Fines. Listed below is the schedule of fines which may be assessed. PLEASE BE ADVISED THAT FINES ARE NOT IN LIEU OF ANY COSTS CHARGEABLE AGAINST AN OWNER FOR REPAIRS OR RESTORATION.

SCHEDULE OF FINES

Premature Clearing	\$500
Construction Without ARC Approval	\$1,500 Approval
Inadequate Construction Entry	\$250/day
Inadequate/Removed Silt Fence	\$250 minimum
Excessive Mud/Debris on Street	\$250 plus \$50/day
Excessive Construction Debris	\$250 plus \$50/day
No Dumpster Provided	\$150 plus \$50/day
No Chemical Toilet Provided	Minimum of \$150 plus \$50/day
Violation of Construction Times	\$250 minimum
Encroachment on Adjacent Properties	\$750 minimum + repair costs
Damage to Streets, Curbs, Infrastructure	\$500 minimum + repair costs
Failure to Obtain Certificate of Occupancy from ARC	\$1,500 minimum
Miscellaneous Violation of Construction Rules	To be determined

3.10 Duration of Construction. An Improvement shall be complete and available for occupancy on or before twelve (12) months after the start of construction.

ARTICLE IV OVERVIEW OF DESIGN REVIEW PROCESS

Improvement plans will be carefully reviewed by the ARC to ensure that the proposed design is compatible with the design intent at Arch Ray Condominiums. This design review process must be followed for any of the following Improvements:

- Construction of all new Improvements;
- The renovation, expansion or refinishing of the exterior of an existing Improvement;
- Major site and/or landscape Improvements (including driveways and/or culverts); and
- Construction of, or additions to, fences or enclosure structures.

The ARC evaluates all development proposals on the basis of these Design Standards. Some of the Design Standards are written as broad standards and the interpretation of these standards is left up to the sole discretion of the ARC. Other Design Standards, such as Improvement height or setbacks, are more definitive, or absolute design parameters. It is the intention of this design review process that all Improvements comply with these absolute standards. In the event of a conflict between these Design Standards and any local, state or federal building or zoning code or project approval documents, the local, state, or federal building or zoning code or project approval documents shall govern.

The Arch Ray Condominiums Architectural Review Committee process takes place in four steps:

1. Preliminary Design Conference & Concept Design
2. Preliminary Design Review
3. Final Design Review
4. Construction Monitoring

****Incomplete submittal will be rejected****

Any Improvement as described above will require and be preceded by the submission of plans and specifications describing the proposed Improvements accompanied by an application fee. The Owner shall retain competent assistance from a licensed architect or designer, civil engineer or surveyor, landscape professional, and a licensed and bonded contractor (the "Consultants") as appropriate. The Owner and Consultants shall carefully review the Declaration and these Design Standards prior to commencing with the design review process. The Owner is to commence construction within one (1) year of the Final Design approval.

4.1 Pre-Design Conference & Concept Design

A. Pre-Design Conference. Prior to the preparation of any materials for formal review by the ARC, the Owner and the Consultants are required to meet with representatives of the ARC for a Pre-Design Conference. An explanatory Pre-Design Conference package that includes a current copy of the Design Standards and a conference request form is available from the ARC office. The purpose of this meeting will be for the ARC to answer any questions the Owners and/or Consultant(s) may have and to offer guidance on the following subjects:

- The particular characteristics and restrictions on the Unit, to be provided by the ARC;
- Optimal orientation of Improvements and outdoor spaces;
- Additional survey information requirements;
- Preliminary building and site development program ideas and requirements;
- Clarification and review of Design Guideline objectives;
- The requirements, fees, and schedule of the design review process.

B. Concept Design. After or during the Pre-Design Conference, the Owner shall submit to the ARC a written application, and appropriate fee for concept Design Review together with the concept Design Review submission materials as described below:

1. Concept Design Review Application Form.
2. Design Review Application Fee.
3. Schematic Site Plan: (1"=20', 16' or 8') indicating property lines and Unit diagram areas, Improvement location/footprint, driveways, existing trees to be retained and/or removed, pools, water features and other major hardscape elements and basic grading concepts.
4. Schematic Floor Plan: (1"=20', 16', or 8') showing general room layout and circulation. This may be combined with the Schematic Site Plan.
5. Schematic Elevations: (1"=16' or 8') of the street side of the Improvement showing general massing, roof forms, Improvement height and materials. The purpose of this submittal is to confirm that the design professionals are headed in the right direction, are correctly interpreting the Design Guidelines and that the Owner's program can be

accommodated on the Unit. This submittal may be combined with the Pre-Design Conference.

6. Appropriate historic photo/imagery of major architectural elements. These shall include roof eaves and rakes, gable end vents, recesses, windows and doors with trim and surrounds, garage doors, shutters, chimney caps, balconies and railings, columns and significant other design elements. Images shall be on 8-1/2" x 11" size sheets. These images shall be identified and keyed to Improvement elevations. Indicate the source (e.g., title of book or magazine) and a description of each photo/image.

4.2 Preliminary Design Review. After the Pre-Design Conference and Concept Design, the Owner shall submit a written application for Preliminary Design Review together with Preliminary Design Review submission materials, described below.

A. Preliminary Design Review Submission Materials. Within this step, the Owner shall prepare and submit to the ARC for review and approval a Preliminary Design Review package which shall adequately convey existing site conditions, constraints, Improvement orientation and design, vehicular and pedestrian access, the proposed use of exterior materials and colors and conceptual landscape design. All architectural plans are to be prepared by a licensed architect. All landscape plans are to be prepared by a landscape professional. The package shall include two full-size sets and four sets of 11" x 17" reductions of the following drawings and/or materials;

1. Preliminary Design Review Application Form.
2. Location Map - indicating location of Unit within the Arch Ray Condominiums.
3. Unit Survey - a property survey (minimum scale: 1" = 20') prepared by a licensed surveyor indicating property boundaries, the area of the property, all easements of record, utilities, 100-year flood plain, one-foot contours, any significant natural features such as existing trees, or any significant drainages as applicable.
4. Site Plan - 1"=20' minimum, showing existing topography and proposed grading and drainage, (1-foot contour interval), existing off-site elements (Improvements, walls, etc.) within 20-feet of the property boundary, Improvement footprint with finished floor grades, setbacks, Improvement envelope and other zones as indicated within these Design Guidelines, existing trees to be retained and/or removed, driveway, parking area, turnarounds, drain age, fences/walls, roofs, patios, decks, pools, and any other site amenities.
5. Preliminary Floor and Roof Plans - minimum 1/8" = 1'-0", including all proposed uses, proposed walls, door and window locations and location of mechanical and electrical systems.
6. Preliminary Elevations - minimum 1/8" = 1'-0", including roof heights, existing and finish grades, Improvement heights and notation of exterior materials. Two sets of elevations, one set shall be rendered in color.
7. Site Sections - minimum scale 1" = 20', showing proposed Improvements, Improvement heights, elevations and existing and finished grades in relation to surrounding site, including adjacent residences and roads as may be required by The ARC.

8. Conceptual Landscape Plan - a conceptual plan at 1" = 20' minimum, showing irrigated areas, areas of planting, turf areas, preliminary plant list, Improvement envelope and other zones as indicated on the Unit diagram, existing trees to be retained and/or removed, water features, pools, patios, decks, and any other significant design elements. This may be combined with the Site Plan.
9. Grading, Drainage and Erosion Control Plans - 1" = 20' minimum. Indicate location of silt fencing, driveway base rock, and "ring of responsibility" per Storm Water Plan (if applicable). Site plan shall include twenty feet beyond Owner's property line in order to depict relationship to adjacent Units.
10. Color Rendering or Computer Model - minimum scale 1" = 20', illustrating the relationship between proposed Improvement forms and topography, tree heights and prevailing site conditions. This need not be an expensively detailed model, but simply adequate to communicate basic three-dimensional massing concepts.
11. Material Samples - on 8-1/2" x 11" or 11" x 17" boards showing:
 - Roof material and color;
 - Wall material and color;
 - Exterior trim material and color;
 - Stone/rock materials;
 - Window/door materials and color;
 - Fence/wall materials and color;
 - Paving materials and color.

B. Staking. The Owner may be required to stake the location of corners of the proposed Improvements and all other major Improvements upon submittal of Preliminary Design Review documents. In some instances, the ARC may require that ridgeline flagging be erected to indicate proposed Improvement heights.

C. Preliminary Design Review Meeting. Upon receipt of the required documents and staking of the property (if required), the ARC will notify the Owner of the scheduled meeting date to review the Preliminary Design documents. The ARC will review and comment on the application at the meeting, allow time for discussion with the Owner and/or Consultant(s) (if present) and subsequently provide the Owner with the conclusions of the meeting in writing. The ARC has 45 days to approve or respond in writing regarding any issues needing resolution by the Owner. The comments of the ARC on the Preliminary Design submittal shall be advisory only, and shall not be binding upon either the Owner or the ARC. A second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ARC a minimum of five working days prior to the next regularly scheduled meeting.

4.3 Final Design Review. Within one year of Preliminary Design Review approval the Owner shall initiate Final Design Review by submitting required Final Design documents. Required Final Design documents and procedures are described below.

A. Final Design Review Submission Materials. The Owner shall provide all information necessary to reflect the design of the proposed Improvement(s), landscape or other

features requiring the approval of the ARC. Final Design documents shall generally conform to the approved Preliminary Design Review documents. All architectural plans are to be prepared by a licensed architect. All landscape plans are to be prepared by a landscape professional. The Final Design Review Documents shall be Construction Document level drawings. Submit two sets full size and four sets of 11"x17" reductions of final plans that include the following:

1. Final Design Review Application Form.
2. Site Plan - 1"= 20' minimum, showing existing topography and proposed grading (1- foot contour interval), Improvement footprint with finished floor grades, Improvement envelope and other zones as indicated within these Design Guidelines existing trees to be retained and/or removed, driveway, parking area, turnarounds, fences/ walls, patios, decks, utility connections and pad locations, pools and any other site amenities. Site plan shall include twenty feet beyond Owner's property line in order to depict relationship to adjacent Units.
3. Grading, Drainage and Erosion Control Plans - 1" = 20' minimum, showing existing and proposed grading (1-foot contour interval), drainage elements and erosion control methods, including the "ring of responsibility" per the Storm Water Plan (if applicable). Site plan shall include twenty feet beyond Owner's property line in order to depict relationship to adjacent Units.
4. Floor and Roof Plans - 1/4"= 1'-0", indicate all room dimensions, door and window locations and sizes, location of mechanical and electrical systems and fire sprinkler and monitoring systems. Indicate the location and type of all exterior lighting fixtures, proposed fireplaces, and kitchen appliances. Provide floor plans of all accessory structures.
5. Elevations - 1/4"=1'-0", illustrate the exterior appearance of all views labeled in accordance with the site plan. Indicate the highest ridge of the roof, the elevation of each floor, and existing and finished grades for each elevation. Describe all exterior materials, colors, and finishes (walls, roofs, trim, vents, windows, doors, exterior hardware schedule, etc.) and locate all exterior lighting fixtures, and provide an exterior lighting schedule with cut sheets. Indicate proposed Improvement height. Provide one set of colored elevations.
6. Sections - 1" = 20' minimum, indicate Improvement walls, floors, interior relationships, finished exterior grades and any other information to clearly describe the interior/exterior relationships of the Improvement, the exterior details of the house, and the Improvement's relationship to the site.
7. Landscape Plans - 1/8"=1'-0" minimum, including a planting plan, existing trees to be retained and/or removed, layout plan, irrigation plan, lighting plan, lighting schedule and cut sheets, and any site details including retaining walls, landscape structures, pools, patios, fences and/or gates. Landscape Plans may be submitted sixty (60) days after start of construction.
8. Materials Description:
 - Roof material and color.
 - Wall materials and colors.
 - Exterior trim material and color.
 - Window material and color.
 - Exterior door material and color. Stone/rock materials.

- Fence/wall materials.
- Exterior rails and paving materials.

The ARC will review and comment on the materials description at the Final Design Review. Final approval is contingent upon field mock-ups of all colors and materials at the appropriate time in the construction process and in sizes/context that will allow a clear understanding of the final product. Regardless of previous approvals, the ARC reserves the right to require changes to the field mock-ups if they do not meet the objectives of the Design Guidelines.

Construction Schedule - include start and completion dates for both Improvement and landscape construction. All construction shall be started within one year of Final Design approval and shall be completed within twelve (12) months from start of construction.

B. Final Design Review Meeting. Upon receipt of the required documents, the ARC will notify the Owner of the scheduled meeting date to review the Final Design documents. In some instances, the ARC may request a final staking of the location of all corners of proposed Improvements if the Final Design documents vary substantially from approved Preliminary Design documents. Attendance at the meeting by the Owner and/or Consultant(s) is not mandatory. The ARC will review and comment on the application at the meeting, allow time for discussion with the Owner and/or Consultant(s) (if present), and subsequently provide the Owner with an approval or conclusive recommendations in writing for refinements to the design. A second review meeting may be necessary to review refinements, revisions and/or new materials. These materials will be provided to the ARC a minimum of five working days prior to the next regularly scheduled meeting.

C. Final Design Approval. The ARC will issue Final Design approval in writing within fourteen (14) working days of a vote for approval at a Final Design Review meeting. If the decision of the ARC is to disapprove the proposal, the ARC shall provide the Owner with a written statement of the basis for such disapproval to assist the Owner in redesigning the project so as to obtain the approval of the ARC.

D. Resubmittal of Plans. In the event that final submittals are not approved by the ARC, the Owner will follow the same procedures for a resubmission as for original submittals. An additional Design Review Fee must accompany each resubmission as required by the ARC.

4.4 Subsequent Changes. Subsequent construction, landscaping or other changes in the intended Improvements that differ from approved Final Design documents must be submitted in writing to the ARC for review and approval prior to making changes.

4.5 Work in Progress Observations. During construction, the ARC will check construction to ensure compliance with approved Final Design documents. If changes or alterations have been found that have not been approved, the ARC will issue a notice to comply.

4.6 Notice to Comply. When, as a result of a construction observation, the ARC finds changes and/or alterations that have not been approved, the ARC will issue a notice to comply within three working days of the observation. the ARC will describe the specific instances of non-compliance and will require the Owner to comply or resolve the discrepancies.

4.7 Notice of Completion. The Owner will provide the ARC with a Notice of Completion of any Improvement(s) given Final Design approval by the ARC. The ARC will make a final inspection of the property within seven working days of notification. If requested by Owner, the ARC will issue in writing a notice of completion within seven (7) working days of observation. If it is found that the work was not done in compliance with the approved Final Design documents, the ARC will issue a notice to comply within three (3) working days of observation.

4.8 Variances. The ARC recognizes that each Unit has its own characteristics, and that each Owner has their own individual needs and desires. For this reason, the ARC has the authority to approve variances from any of the Design Guidelines or regulations contained within this document. It should be understood, however, that any request for variance from these Design Guidelines will be evaluated at the sole discretion of the ARC, and that the approval of variances will be limited to only the most creative design solutions to unique situations. Prior to the ARC approving any variance from a Design Guideline, it must be demonstrated that the proposal is consistent with the overall objectives of these Design Guidelines and that the variance will not adversely affect adjoining Units or the Arch Ray Condominiums as a whole. Approval of any variance from the Design Guidelines shall not set a precedent for other Owners to seek a similar variance. The ARC also reserves the right to waive any of the procedural steps outlined in this Design Guideline document provided that the Owner demonstrates there is good cause.

4.9 Non-Liability. Neither the ARC nor any member, employee or agent will be liable to any party for any action, or failure to act with respect to any matter if such action or failure to act was in good faith and without malice.

4.10 Design Review Schedule. The ARC will make every reasonable effort to comply with the time schedule for design review. However, the ARC will not be liable for delays that are caused by circumstances beyond their control. The ARC will provide design review according to the following schedule:

A. Pre-Design Conference & Concept Design Review. Meeting to be scheduled within 14 working days of receipt of Pre-Design Conference request form.

B. Preliminary Design Review. Application documents to be submitted fourteen (14) working days prior to the next scheduled meeting of the ARC; written comments from ARC meeting provided to Owner within 45 working days; and, a second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ARC a minimum of five (5) working days prior to the next regularly scheduled meeting.

C. Final Design Review. Application documents to be submitted fourteen (14) working days prior to the next scheduled meeting of the ARC, and within one (1) year of Preliminary Design approval; Written comments from the ARC meeting and/or written notice of Final Design approval provided to Owner within seven (7) working days; and, second review meeting may be necessary to review refinements, revisions and/or new materials. These materials will be provided to the ARC a minimum of five (5) working days prior to the next regularly scheduled meeting.

D. Construction Observations. Site observation with the Builder prior to any site disturbance, and within seven (7) working days of receipt of written request; Framing observation within seven (7) working days of receipt of written request; Final observation within seven working days of receipt of written request and prior to request for a certificate of occupancy from City of Granite Shoals; and, Notice of Completion issued within seven working days of observation.

4.11 **Fees.**

A. Design Review Fee. In order to defray the expense of reviewing plans, monitoring construction and related data, and to compensate consulting architects, landscape and other professionals, these Design Guidelines establish a total fee of \$1,000.00 ("Design Review Fee") payable upon submittal of the application for the Pre-Design Conference or Preliminary Design Review.

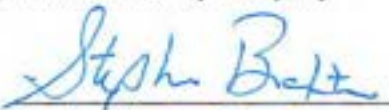
B. Compliance Deposit Fee. Owner shall pay a \$5,000.00 Compliance Deposit and complete Compliance Deposit Agreement prior to receiving Final Design Approval.

C. Resubmission. Fees for resubmission shall be established by the ARC on a case-by-case basis. This fee is subject to revision annually.

DECLARANT:

Arch Ray Developments, L.L.C.
a Texas limited liability company

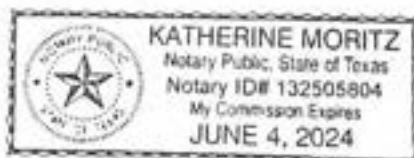
By:


Stephen Baxter, Member

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a Member of Arch Ray Developments, L.L.C., a Texas limited liability company, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.




Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown



Lindsey Brown, County Clerk

Gillespie County Texas

May 04, 2023 01:29:32 PM

FEE: \$90.00

SANTCZAK

20232488

DCC

✓HENRY MOGFORD, ET UX

TO

✓THE STATE OF TEXAS

RIGHT-OF-WAY DEED

STATE OF TEXAS

County of Gillespie

KNOW ALL MEN BY THESE PRESENTS:

That we, Henry Mogford and wife, Meta Mogford, of the County of Gillespie, State of Texas, for and in consideration of the sum of Three Hundred & no/100 (\$300.00) DOLLARS, to us in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, have this day sold, and do by these presents grant, bargain, sell and convey unto the State of Texas, all that certain tract or parcel of land, situate in the County of Gillespie, State of Texas, and being a part of Survey No. 31, Pedro Ximines, and Survey No. 29, Pedro Cabrera, conveyed by C. A. Mogford to Henry Mogford by deed dated the 4th. day of

January, 1900, and recorded in Volume 7 at Page 201 of the Deed Records of Gillespie County, Texas, and by Louise Mogford and others by deeds dated the 23rd. day of November, 1899, recorded in Volume 7 at Page 150 and 226, respectively, of the Deed Records of Gillespie County, Texas; said tract or parcel of land herein conveyed, being subject to: (Important Note: If no liens, leases or easements exist, insert the word "None.") lien(s) held by None, easment(s) held by Texas Pipe Line Company Houston, Texas, lease(s) held by None, and being more particularly described as follows, to-wit: Tract No. 1. Being all of the land included between grantor's West property line which bears S 14° 05' W at Engineer's Centerline Station 254/78.7 and East property line which bears South at Engineer's Centerline Station 287/29.9 lying between the present South right of way line of U.S. Highway No. 290 and the proposed South right of way line of U.S. Highway No. 290 to provide 60 feet of right of way right of and adjacent to the centerline of proposed U.S. Highway No. 290, as located and staked by the Texas Highway Department, said centerline being more particularly described as follows: Beginning at a point in the centerline of proposed U.S. Highway No. 290 at Engineer's Centerline Station 254/78.7, said point also being in grantor's West property line extended and bearing N 14° 05' E 50.0 feet from grantor's Northwest property corner. Thence S 75° 55' E a distance of 2309.3 feet to a point in the centerline of proposed U.S. Highway No. 290 at Engineer's Centerline Station 277/88.0, said point being the P.C. of a 1° 30' curve to the left whose central angle is 11° 55'. Thence in a Southeasterly direction around said curve to the left a distance of 794.4 feet to a point in the centerline of proposed U.S. Highway No. 290 at Engineer's Centerline Station 285/82.4, said point being the P.T. of said curve. Thence S 87° 50' E a distance of 147.5 feet to a point in the centerline of proposed U.S. Highway No. 290 at Engineer's Centerline Station 287/29.9, said point also being in grantor's East property line extended and bearing North 22.5 feet from grantor's Northeast property corner. The above described tract of land contains 1.436 acres of land, more or less, 0.067 acres out of the Pedro Ximenes Survey No. 31 and 1.369 acres out of the Pedro Cabrera Survey No. 29. Tract No. 2. Being all of the land included between grantor's West property line which bears N 14° 05' E at Engineer's Centerline Station 254/78.7 and South property line which bears S 85° 06' E thru a point 60 feet left of Engineer's Centerline Station 278/02.1 lying between the present North right of way line of U.S. Highway No. 290 and the proposed North right of way line of U.S. Highway No. 290 to provide 60 feet of right of way left of and adjacent to the centerline of proposed U.S. Highway No. 290, as located and staked by the Texas Highway Department, said centerline being more particularly described as follows: Beginning at a point in the centerline of proposed U.S. Highway No. 290 at Engineer's Centerline Station 254/78.7, said point also being in grantor's West property line extended and bearing S 14° 05' W 50.0 feet from grantor's Southwest property corner. Thence S 75° 55' E a distance of 2309.3 feet to a point in the centerline of proposed U.S. Highway No. 290 at Engineer's Centerline Station 277/88.0, said point being the P.C. of a 1° 30' curve to the left whose central angle is 11° 55'. Thence in a Southeasterly direction around said curve to the left a distance of 14.1 feet to a point in the centerline of proposed U.S. Highway No. 290 at Engineer's Centerline Station 278/02.1, said point also being 60 feet right of the point of intersection of the proposed North right of way line of U.S. Highway No. 290 and the grantor's South property line. The above described tract of land contains 0.510 acres of land, more or less, 0.067 acres out of the Pedro Ximenes Survey No. 31 and 0.443 acres out of the Pedro Cabrera Survey No. 29.

Tract	Acres
1	1.436
2	0.510
Total	1.946

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said State of Texas and its assigns, save

and except the following reservations and provisions: The Grantor(s) reserve(s) all of the oil, gas and sulphur in and under said land, but waive(s) all rights of ingress and egress for the purpose of exploring, developing, mining or drilling for the same; however, nothing in this reservation shall affect the rights of the State to use said land and other minerals and materials thereon, therein or thereunder for road purposes, it being specifically understood that the State and its assigns shall be vested with the title to and the right to take and use, without additional compensation, any stone, earth, gravel, caliche or any other materials or minerals upon, in and under said land, except oil, gas and sulphur, for the construction and maintenance of the Highway System of Texas. And we, the said Henry Mogford and wife, Meta Mogford, do hereby bind ourselves, our heirs, executors, and administrators, to warrant and forever defend all and singular the said premises, unto the said State of Texas, and its assigns against every person whosoever lawfully claiming or to claim the same or any part thereof. And it is further agreed that Gillespie County, Texas in consideration of the benefits above set out, will remove from the property above described such fences, buildings and other obstructions as may be found upon said premises. Witness our hands, this the 3rd day of November, A.D. 1955.

Henry Mogford.
Meta Mogford

THE STATE OF TEXAS, |

County of Gillespie |

Before me, the undersigned authority, in and for said County and State, on this day personally appeared Henry Mogford, 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 purposes and consideration therein expressed. Given under my hand and seal of office, this the 3rd day of November 1955.

(Seal)

Felix Scherer
Felix Scherer
Clerk County Court Gillespie County, Texas.

THE STATE OF TEXAS. |

County of Gillespie |

Before me, the undersigned authority, in and for said County and State, on this day personally appeared Meta Mogford, wife of Henry Mogford, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Meta Mogford, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this the 3rd day of November 1955

(Seal)

Felix Scherer
Felix Scherer
Clerk County Court Gillespie County, Texas.

Filed for record in my office the 25th day of January A.D. 1956 at 3:03 o'clock P.M. and duly recorded the 31st day of January A.D. 1956 at 4:45 o'clock P.M. in Volume 74, pages 288-290.

Felix Scherer, Clk. Co. Ct., Gillespie County, Texas.

LOUISE SCHEELE ET VIR ET AL

TO

SOUTHWESTERN BELL TELEPHONE COMPANY

EASEMENT

\$275.00 Received of the SOUTHWESTERN BELL TELEPHONE COMPANY Two hundred seventy-five Dollars in consideration of which we hereby grant unto said Company, its associated and allied companies, their respective successors, assigns, lessees and agents, a permanent easement with the right, privilege and authority to construct, reconstruct, operate, maintain six (6) anchors and down guys, along the south right-of-way line of U. S. Highway No. 290 and one (1) pole and one (1) anchor and down guy on the north side of U. S. Highway No. 290 and permission to remove two (2) oak trees along the south right-of-way line of U. S. Highway No. 290 and to remove three (3) large pecan trees on the east bank of the Pedernales River, on 700 acres of land, more or less, in Gillespie County, Texas, being parts of Survey No. 31, Pedro Ximenes, and Survey No. 29, Pedro Cabrera, conveyed by C. A. Mogford to Henry Mogford by deed dated the 4th day of January, 1900, and recorded in Volume 7 at page 201 of the Deed Records of Gillespie County, Texas, and by Louise Mogford and others to Henry Mogford by deeds dated the 23rd day of November, 1899, recorded in Volume 7 at pages 150 and 226, respectively, of the Deed Records of Gillespie County, Texas. WITNESS our hand and seal this 30th day of Dec. A.D. 1959, at _____ (Post-office Address)

(\$55 Doc. Stamps)
(Affixed & Cancelled)

Louise Scheele
Clarence W. Mogford
Pryor Mogford
Ben Mogford
V. O. Doebbler
Margaret Doebbler
A G Hollaway

Edwin Scheele
Wheeler C. Moore
Bertha M. Moore
Davis Mogford
Erna Heasty
W. H. Heasty
Harry Mogford
Reuben Feuge
Mrs. Lorraine Feuge

STATE OF TEXAS,)
County of Gillespie.) SS. Before me, the undersigned authority, on this day personally appeared
Wheeler C. Moore, known to me to be the person whose name is subscribed to the above and fore-
going instrument, and acknowledged to me that he executed the same for the purposes and consider-
ation therein expressed. Given under my hand and seal of office this 30th day of December, A.D.
1959.

(SEAL)

Agnes Sagebiel
Notary Public in and for Gillespie
County, Texas
AGNES SAGEBIEL
Notary Public, Gillespie County, Tex.

STATE OF TEXAS,)
County of Gillespie.) SS. Before me, the undersigned authority, on this day personally appeared
Bertha Moore, wife of Wheeler C. Moore, known to me to be the person whose name is subscribed to
the foregoing instrument and she, having been examined by me privately, and apart from her hus-
band, and the foregoing instrument having been my me fully explained to her, she, the said Bertha
Moore, acknowledged such instrument to be her act and deed and declared that she had willingly
signed the same for the purposes and consideration therein expressed, and that she did not wish
to retract it. Given under my hand and seal of office this 30th day of December, A.D. 1959.

(SEAL)

Agnes Sagebiel
Notary Public in and for
Gillespie County, Texas
AGNES SAGEBIEL
Notary Public, Gillespie County, Tex.

STATE OF LOUISIANA)
Orleans Parish) SS. Before me, the undersigned authority, on this day personally appeared
Rubin Feuge, known to me to be the person whose name is subscribed to the above and foregoing
instrument, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed. Given under my hand and seal of office this 11th day of February, A.D. 1960.

(SEAL)

Lewis B. Graham
Notary Public in and for
Orleans Parish, Louisiana

STATE OF LOUISIANA)
Orleans Parish) SS. Before me, the undersigned authority, on this day personally appeared
Lorraine Feuge, wife of Rubin Feuge, known to me to be the person whose name is subscribed to the
foregoing instrument, and she, having been examined by me privately, and apart from her husband,
and the foregoing instrument having been by me fully explained to her, she the said Lorraine
Feuge, acknowledged such instrument to be her act and deed and declared that she had willingly
signed the same for the purposes and consideration therein expressed, and that she did not wish
to retract it. Given under my hand and seal of office this 11th day of February, A.D. 1960.

(SEAL)

Lewis B. Graham
Notary Public in and for
Orleans Parish, Louisiana

STATE OF CALIFORNIA)
County of San Diego) SS. Before me, the undersigned authority, on this day personally appeared
W. H. Heasty, known to me to be the person whose name is subscribed to the above and foregoing
instrument, and acknowledged to me that he executed the same for the purposes and consideration
therein expressed. Given under my hand and seal of office this 9th day of March, A.D. 1960

(SEAL)

Evalyn L. Zogel
Notary Public in and for
San Diego County, California
My Commission Expires June 20, 1961

STATE OF CALIFORNIA)
County of San Diego) SS.

Before me, the undersigned authority, on this day personally appeared Erna Heasty, wife of W. H. Heasty, known to me to be the person whose name is subscribed to the foregoing instrument, and she, having been examined by me privately, and apart from her husband, and the foregoing instrument having been by me fully explained to her, she, the said Erna Heasty, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this 28 day of January, A.D. 1960.

(SEAL)

Evalyn L. Zogel
Notary Public in and for
San Diego County, California
My Commission Expires June 20, 1961

STATE OF TEXAS,)
County of Gillespie) SS.

Before me, the undersigned authority, on this day personally appeared V. O. Doebbler, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 30th day of December, A.D. 1959

(SEAL)

Elgin A. Friedrich
Notary Public in and for
Gillespie County, Texas.

STATE OF TEXAS,)
County of Gillespie) SS.

Before me, the undersigned authority, on this day personally appeared Margaret Doebbler, wife of V. O. Doebbler, known to me to be the person whose name is subscribed to the foregoing instrument, and she, having been examined by me privately, and apart from her husband, and the foregoing instrument having been by me fully explained to her, she the said Margaret Doebbler, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this 30th day of December, A.D. 1959

(SEAL)

Elgin A. Friedrich
Notary Public in and for
Gillespie County, Texas.

STATE OF TEXAS,)
County of Gillespie) SS.

Before me, the undersigned authority, on this day personally appeared Edwin Scheele, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 31st day of December, A.D. 1959

(SEAL)

Agnes Sagebiel
Notary Public in and for Gillespie
County, Texas
AGNES SAGEBIEL
Notary Public, Gillespie County, Tex.

STATE OF TEXAS,)
County of Gillespie) SS.

Before me, the undersigned authority, on this day personally appeared Louise Scheele, wife of Edwin Scheele, known to me to be the person whose name is subscribed to the foregoing instrument, and she, having been examined by me privately, and apart from her husband, and the foregoing instrument having been by me fully explained to her, she the said Louise Scheele, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this 31st day of December, A.D. 1959

(SEAL)

Agnes Sagebiel
Notary Public in and for
Gillespie County, Texas
AGNES SAGEBIEL
Notary Public, Gillespie County, Tex.

STATE OF TEXAS)

COUNTY OF Medina) Before me, the undersigned authority, on this day personally appeared A. G. Holloway, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 4th. day of January, A.D., 1960.

(SEAL)

Irene Lutz
Notary Public in and for
Medina County, Texas
IRENE LUTZ
Notary Public, Medina County, Texas

STATE OF TEXAS)

COUNTY OF Bexar) Before me, the undersigned authority, on this day personally appeared Davis Mogford, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 14th day of January, A.D., 1960.

(SEAL)

Norma Fay Miller
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS)

COUNTY OF Gillespie) Before me, the undersigned authority, on this day personally appeared Pryor Mogford, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 30th day of December, A.D., 1959.

(SEAL)

Elgin A. Friedrich
Notary Public in and for
Gillespie County, Texas

STATE OF TEXAS)

COUNTY OF Gillespie) Before me, the undersigned authority, on this day personally appeared Clarence W. Mogford, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 30th day of December, A.D., 1959

(SEAL)

Elgin A. Friedrich
Notary Public in and for
Gillespie County, Texas

STATE OF GEORGIA)

COUNTY OF Calhoun) Before me, the undersigned authority, on this day personally appeared Harry Mogford, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 22nd day of February, A.D., 1960.

(SEAL)

Eldon Wilkinson
Notary Public in and for
Calhoun County, Georgia

STATE OF TEXAS)

COUNTY OF Gillespie) Before me, the undersigned authority, on this day personally appeared Ben Mogford, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 30th. day of December, A.D., 1959

(SEAL)

Agnes Sagebiel
Notary Public in and for
Gillespie County, Texas
AGNES SAGEBIEL
Notary Public, Gillespie County, Tex.

Filed for record in my office the 28th day of May, A.D., 1960 at 11:10 o'clock A.M. and duly recorded the 10th day of June, A.D. 1960 at 10:55 o'clock A.M., in Volume 79, Pages 239-243.

Felix Schesong, Clk. Co. Ct., Gillespie County, Texas

✓
MOGFORD ESTATE

TO
EASEMENT

SOUTHWESTERN BELL TELEPHONE COMPANY

\$75.00

Texas Plant Form 34
(Rev. 7-60)

Received of SOUTHWESTERN BELL TELEPHONE COMPANY Seventy five and no/100 Dollars in consideration of which the undersigned hereby grant unto said Company, its associated and allied Companies, their respective successors, assigns, lessees and agents, an unobstructed twenty foot wide easement to construct, reconstruct, operate, maintain, repair and remove telephone, telegraph, signal, or other communication lines and circuits including markers, cables, and related fixtures as the Grantee may from time to time require, with the right at any time to cut down all *trees, brush, and stumps, and to remove all structures of every kind from said twenty foot easement and with the right of ingress and egress to or from said easement, upon, across, over, and under the property of the undersigned in the County of Gillespie, and State of Texas, described as follows: a tract of land being a part of the Caberra Pedro Survey No. 29 and Ximenes Pedro Survey No. 31, containing 714 acres more or less as described in Vol. 7 pages 150, 201 and 226 of the deed records of Gillespie County, Texas. *Not including pecan or large oak trees. Grantor shall have the right to cultivate and otherwise use said easement insofar as such use does not interfere with or obstruct the use of said easement by the Grantee, its successors and assigns, and Grantee agrees to indemnify Grantor for damages to crops, fences, terraces and livestock, caused by the construction, reconstruction, repairs and removal of said lines. The center line of the above 20' wide easement shall begin at a point in the east boundary line of the above described land, said point being 10' from and parallel to the south right-of-way line of U.S. Highway No. 290 to a point in the west boundary line, said point being 10' south of the property corner. WITNESS My hand and seal this 9 day of Dec, 1963, at Fredericksburg Texas.
(Post Office Address)

✓Mogford Estate
Pryor Mogford.
(Land Owner)

STATE OF TEXAS

COUNTY OF Gillespie

Before me, the undersigned authority, on this day personally appeared

Pryor Mogford, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN under my hand and seal of office this 9 day of Dec, A.D. 1963.

(Seal)

Willie Jenke
Notary Public in and for
Gillespie County, Texas

Filed for record in my office the 11th day of December A.D. 1963 at 10:48 o'clock A.M. and duly recorded the 17th day of December A.D. 1963 at 2:05 o'clock P.M. in Volume 84, pages 47-48.

Felix Scherer, Clk. Co. Ct., Gillespie County, Texas.

OLIVER C. W. KOWERT

TO

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

LINE NO. w/o 1-186

VOL. 100 PAGE 750

EASEMENT NO.

NAME

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS)
)
COUNTY OF Gillespie.....)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Oliver C. W. Kowert
for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL
TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is FREDERICKSBURG, TEXAS, and its
successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Gillespie,
State of Texas and more particularly described as follows:

A tract of land located approximately 4.5 miles south east
(Show Direction Above)

from the town of Fredericksburg, Texas
the north by land owned by:

Federnales River

on the south by land owned by:

Trv 290

on the east by land owned by:

Edward Stehling

and on the west by land owned by:

Federnales River

VOL. 100 PAGE 751

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or high-way abutting said lands an electric transmission or distribution line or system, telephone lines, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling; **Easement granted for line to old rock house on property only**
 Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 12th day of August, 19 71
 Sealed and delivered in the presence of:

Dalton Herbert Oliver C. W. Kowert L. S.
 Date 8/12/71

L. S.

WITNESS ACKNOWLEDGMENT

THE STATE OF TEXAS)
 COUNTY OF Gillespie)

Before me, the undersigned authority in and for said County and State, on this day personally appeared

Dalton Herbert known to me to be the person whose name is subscribed
 as a witness to the foregoing instrument of writing, and, after being duly sworn by me, stated on oath that
 he saw Oliver C. W. Kowert the Grantor, subscribe the same and that he signed
 the same as a witness at the request of the Grantor.

Given under my hand and seal of office this the 12th day of August,
 A. D. 19 71



Oliver C. W. Kowert
 Notary Public in and for
Gillespie County, Texas

Filed for record in my office the 14th day of September A.D. 1971 at 1:22
 o'clock P. M. and duly recorded the 16th day of September A.D. 1971 at
 9:50 o'clock A. M. in Volume 100, pages 750-751.

Felix Scherer, Clk. Co. Ct., Gillespie County, Texas.

5 pgs
EASE

20207131

NOTICE OF CONFIDENTIALITY RIGHTS - IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER AND/OR YOUR DRIVER'S LICENSE NUMBER.

KOWERT FAMILY PROPERTIES, L.L.C. TO CITY OF FREDERICKSBURG

WATER LINE AND TEMPORARY CONSTRUCTION EASEMENT

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

THAT the undersigned KOWERT FAMILY PROPERTIES, L.L.C., a Texas limited liability company, ("Grantor") for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL AND CONVEY unto the CITY OF FREDERICKSBURG ("Grantee"), a municipal corporation, of Gillespie County, Texas, its successors and assigns, whose address is 126 West Main Street, Fredericksburg, Texas 78624, an easement (the "Easement") upon, over, across and through the property (the "Easement Area") situated in Gillespie County, Texas, as described by metes and bounds in Exhibit "A" which is attached hereto and incorporated herein by reference.

There is hereby granted unto the CITY OF FREDERICKSBURG:

1. the right to erect, place, construct, reconstruct, install, operate, repair, inspect, modify, maintain, relocate and replace on, along, across, under or through or remove from the Easement Area, water pipe lines and all laterals and appurtenances necessary or incident thereto (the "Facilities"), of any size and for any purpose deemed advisable by the City of Fredericksburg, provided, however that only the Facilities described in this grant, and no other utilities, may be constructed within the Easement Area; and
2. the right within the Easement Area to erect, place, construct, reconstruct, install, operate, repair, inspect, modify, maintain, relocate and replace thereon or therein or remove any facilities, structures, grading or other improvements or alterations necessary or collateral to Grantee's operation of the Facilities, including the right to clear, remove, cut and trim trees and shrubbery, to the extent necessary to prevent interference with the lines, pipe lines or system, grade, drain, fence if required by law, power and surface within said Easement Area; and

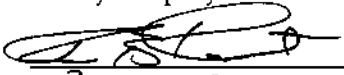
3. the temporary right, to the extent necessary, in Grantee's construction of the Facilities, to enter Grantor's adjoining property specifically identified as a 0.76 acre Temporary Construction Easement on the map in Exhibit "A", for the purpose of, and incident to, constructing, operating, maintaining, replacing, upgrading, and repairing said Facilities; it is agreed and understood that Grantee's right to use Grantor's adjoining property under this Paragraph 3 is a temporary construction easement to use Grantor's adjoining property in connection with the construction of said Facilities only, and said temporary construction easement shall automatically expire upon completion of construction by the Grantee of said Facilities; and upon completion of the construction of the Facilities, the Grantee shall restore the surface of Grantor's adjoining property and restore or replace fences, walls, or other improvements that may be damaged by Grantee by reason of the construction of the Facilities; and

4. the right and privilege of ingress and egress by Grantee, its assigns, agents, employees, workmen and representatives, to move in, along, upon and across the Easement Area for the purposes hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the right and appurtenances thereto in anywise belonging, unto the said CITY OF FREDERICKSBURG, its successors and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said CITY OF FREDERICKSBURG, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 27th day of August, 2020.

KOWERT FAMILY PROPERTIES, L.L.C., a
Texas limited liability company

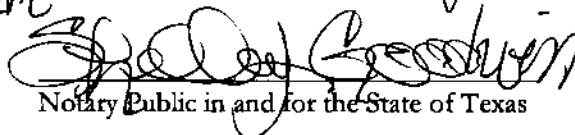
BY: 

NAME: Ramsey B. Kowert

TITLE: Manager of LLC

THE STATE OF TEXAS
COUNTY OF GILLESPIE

This instrument was acknowledged before me on this the 27th day of August, 2020, by Ramsey B. Kowert


Notary Public in and for the State of Texas

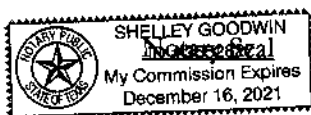


EXHIBIT "A"

Prepared For: City of Fredericksburg, Texas
 Project No.: 181747
 Date: 5/28/2020

0.300 OF AN ACRE EASEMENT:

BEING A 0.300 OF AN ACRE EASEMENT, OUT OF THE PEDRO CABRARA SURVEY NO. 29, ABSTRACT NO. 106, GILLESPIE COUNTY, TEXAS, FURTHER BEING OUT OF A 143.68 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT TO RHETT SHAN KOWERT, MELAINE O. THOMAS, AMBER DAVIS, ROMNEY B. KOWERT AND DANA L. KOWERT, AS SHOWN IN VOLUME 235, PAGE 551, VOLUME 235, PAGE 743, VOLUME 241, PAGE 643, AND VOLUME 251, PAGE 209 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GILLESPIE COUNTY, TEXAS, SAID 0.300 OF AN ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a 1/2" iron pin set with "CUPLIN EASEMENT" cap, along the northerly right-of-way line of Highway 290, at the southwesterly corner of said 143.68 acre tract, along the easterly bank of the Pedernales River as field located, and at the most westerly corner hereof, from whence a calculated point for corner along the northerly right-of-way line of said Highway 290 at engineer's station 248+55.1 bears, North 76°41'38" West, a distance of 608.29', and from said calculated point at engineer's station 248+55.1, a found disturbed broken up Type I concrete highway marker bears North 55°54'23" West, a distance of 2.69', and from said point of beginning a found 3/8" at the most southeasterly corner of said 143.68 acre tract bears in a direct line, South 78°59'06" East, a distance of 3254.26';

THENCE with the said east bank of the Pedernales River as field located, along the westerly line of said 143.68 acre tract, and hereof the following courses and distances;

- 1) North 47°42'09" East, a distance of 9.25' to a 1/2" iron pin set with "CUPLIN EASEMENT" cap;
- 2) North 28°41'07" East, a distance of 9.29' to a 1/2" iron pin set with "CUPLIN EASEMENT" cap;
- 3) North 22°16'28" East, a distance of 18.64' to a 1/2" iron pin set with "CUPLIN EASEMENT" cap, at the northwest corner hereof;

THENCE over and across said 143.68 acre tract the following courses and distances;

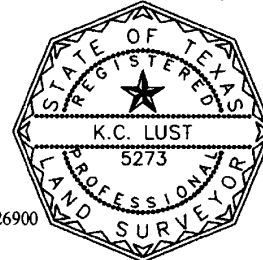
- 1) South 76°41'38" East, a distance of 137.65' to a 1/2" iron pin set with "CUPLIN EASEMENT" cap;
- 2) South 07°02'16" West, a distance of 10.06' to a 1/2" iron pin set with "CUPLIN EASEMENT" cap;
- 3) South 76°41'38" East, a distance of 311.45' to a 1/2" iron pin set with "CUPLIN EASEMENT" cap;
- 4) South 31°41'38" East, a distance of 35.36' to a 1/2" iron pin set with "CUPLIN EASEMENT" cap, along the northerly right-of-way line of said Highway 290, at the southeasterly corner hereof;

THENCE North 76°41'38" West, along the northerly right-of-way line of said Highway 290, the southerly line of said 143.68 acre tract, and hereof, a distance of 485.80' to the **POINT OF BEGINNING**, containing 0.300 of an acre, more or less, being accompanied by a 0.76 of an acre temporary construction easement as shown on sheet 1 of 2 of this herein described 0.300 of an acre easement.

I hereby certify that this survey was performed on the ground and was surveyed by me or under my direct supervision. Cuplin & Associates, Inc. accepts no responsibility for the use of this survey by anyone other than the above referenced parties hereby certified to for this specific transaction only. Copyright 2020, Cuplin & Associates, Inc. ©. A Plat of Survey of even date was prepared as is intended to accompany the above described tract of land.

Dated: 5/28/2020

Registered Professional Land Surveyor No. 5273



1500 Ollie Lane, Marble Falls, Texas 78654
 PH: 325.388.3300 Fax: 325.388.3320 Prof. Firm No. 10126900
 www.cuplinassociates.com

EXHIBIT "A"



LEGEND

- 1/2" IRON PIN FOUND WITH "BOMB" PROP. CAP
- SET 1/2" IRON PIN WITH CUPUN EASEMENT CAP
- ⊠ WITH THE EASEMENT R.O.W. MONUMENT
- P.R.G.C. PLAT RECORDS GILLESPIE CO.
- O.P.R.G.C. DEED RECORDS GILLESPIE CO.
- O.P.R.G.C. OFFICIAL PUBLIC RECORDS GILLESPIE COUNTY
- { } RECORD INFO/SUBJECT REAL PROPERTY GILLESPIE CO.
- ... VOLUME/PAGE
- WIRE FENCE



PEDRO CABRERA SURVEY NO. 29
ABSTRACT NO. 106

THOMAS, AMBER DAVIS,
ROMNEY B. KOWERT & DANA L. KOWERT
235/551-0 P.R.G.C.
235/743-0 P.R.G.C.
235/743-0 P.R.G.C.
235/743-0 P.R.G.C.

PERMANNES RIVER
PER VOL. 235/PAGE 743-0 P.R.G.C.

TEMPORARY CONSTRUCTION EASEMENT

0.76 AC.

0.300 AC.

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NOTES:
(1) BOUNDS OF EASEMENT ARE TO THE NORTH AMERICAN DATUM OF 1983, TEXAS
COORDINATE SYSTEM, CENTRAL ZONE.

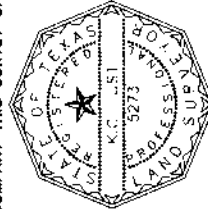
EASEMENT EXHIBIT

LOCAL ADDRESS: HIGHWAY 290, FREDERICKSBURG, TEXAS.

LEGAL DESCRIPTION:
BEING A 0.300 OF AN ACRE EASEMENT, OUT OF THE PEDRO CABRERA SURVEY NO. 29, ABSTRACT NO. 106, GILLESPIE COUNTY, TEXAS, FURTHER BEING OUT OF A 143.68 ACRE TRACT OF LAND AS DESCRIBED IN DOCUMENT TO RHETT SHAN KOWERT, MELANIE O. THOMAS, AMBER DAVIS, ROMNEY B. KOWERT AND DANA L. KOWERT, AS SHOWN IN VOLUME 235, PAGE 551, VOLUME 235, PAGE 743, VOLUME 241, PAGE 643 AND VOLUME 251, PAGE 209 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF GILLESPIE COUNTY, TEXAS, SAID 0.300 OF AN ACRE EASEMENT BEING MORE PARTICULARLY DESCRIBED BY SEPARATE METES AND BOUNDS DESCRIPTION TO ACCOMPANY THIS SURVEY OF EVEN DATE.

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND AND WAS
SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION. CUPUN & ASSOCIATES, INC.
ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS SURVEY BY ANYONE OTHER THAN THE
ABOVE REFERENCED PARTIES HEREBY CERTIFIED TO FOR THIS SPECIFIC TRANSACTION ONLY.
COPYRIGHT © 2020, CUPUN & ASSOCIATES, INC. ©.

K.C. LUST, R.P.L.S. NO. 5273 DATED 05/28/2020



LINE	BEARING	DISTANCE
L1	S47°42'09"W	9.25'
L2	S28°41'07"W	9.29'
L3	N22°16'28"E	18.64'
L4	N19°22'57"E	29.28'
L5	N27°13'21"E	21.52'
L6	S31°41'38"E	35.36'
L7	S07°02'16"W	10.06'



1500 OLLIE BLANE
MARBLE FALLS, TX 7864
PH 325-388-3300/393-693-8815
WWW.CUPUNASSOCIATES.COM

PROFESSIONAL ENGINEER
STATE OF TEXAS
EXPIRATION DATE: MAY 2020
APPROVED: K. CUPUN
TECH: S. CUPUN
PREPARED FOR: CITY OF FREDERICKSBURG
PROJ. NO. 181747

SHEET
1 OF 2

REVISIONS	DATE	DESCRIPTION
1		
2		

SCALE 1" = 100'
0 50 100

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Mary Lynn Rusche



Mary Lynn Rusche, County Clerk

Gillespie County Texas

November 19, 2020 02:35:27 PM

FEE: \$38.00

LMOOSE

20207131

EASE



ARCH RAY CONDOMINIUM ASSOCIATION, INC. TO

THE PUBLIC

NOTICE OF CERTIFICATE OF FORMATION

STATE OF TEXAS §

COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

Attached hereto as Exhibit "A" is the Certificate of Formation and corresponding Certificate of Filing for ARCH RAY CONDOMINIUM ASSOCIATION, INC., ("Association"), a Texas non-profit corporation, duly filed and accepted by the Texas Secretary of State.

SIGNED this the 27 day of apri, 2023.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: Steph Baxter
Stephen Baxter, Director

By: Shane Baxter
Shane Baxter, Director

By: _____
Dale A. Crenwelge, Director

ARCH RAY CONDOMINIUM ASSOCIATION, INC. TO

THE PUBLIC

NOTICE OF CERTIFICATE OF FORMATION

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

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SIGNED this the 27 day of april, 2023.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: _____
Stephen Baxter, Director

By: _____
Shane Baxter, Director

By: Dale A. Crenwelge
Dale A. Crenwelge, Director

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.

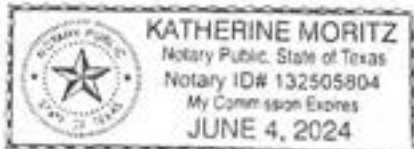


Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Dale A. Crenwelge, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

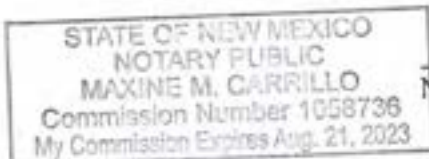
Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

New Mexico (mc)
STATE OF ~~TEXAS~~ *(mc)* §
 Rio Arriba §
COUNTY OF ~~GILLESPIE~~ §

BEFORE ME, the undersigned authority, on this day personally appeared Dale A. Crenwelge, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on April 27, 2023.



Notary Public, State of Texas

New Mexico (mc)

**CERTIFICATE OF FORMATION OF
ARCH RAY CONDOMINIUM ASSOCIATION, INC.
A Texas Nonprofit Corporation**

I, the undersigned natural person over the age of eighteen years, acting as organizer of a corporation under the Texas Business Organizations Code (the "Code"), do hereby adopt the following Certificate of Formation for the corporation:

1. **Condominium Association.** The corporation is the "Association" as defined in the Declaration of Condominium Regime for Arch Ray Condominiums recorded in the Official Records of Gillespie County, Texas, as it may be amended from time to time (the "Declaration"), which definitions are incorporated herein by this reference.
2. **Name.** The name of the corporation is Arch Ray Condominium Association, Inc., a Texas nonprofit corporation hereinafter called the "Association".
3. **Nonprofit.** The Association is a corporation not for profit organized pursuant to the Code.
4. **Duration.** The duration of the Association is perpetual.
5. **Purposes.** The Association does not contemplate pecuniary gain or benefit, direct or indirect, to its Members, and is organized for nonprofit purposes. The purposes for which the Association is formed are: (a) to be and constitute the Association to which reference is made in the Declaration, to perform all obligations and duties of the Association, and to exercise all rights and powers of the Association, as specified therein, in the Bylaws, and as provided by law; (b) to exercise all rights and powers conferred upon the Association by Texas law, including the Texas Uniform Condominium Act (the "Act"), in effect from time to time, provided however that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner as provided in Section 82.102(a)(4) of the Act; (c) to provide an entity for the furtherance of the interests of the Unit Owners subject to the Declaration; (d) to provide for the improvement and maintenance of the common areas of the Arch Ray Condominiums, which may include but not be limited to, construction and maintenance of roads, parkways, rights-of-way, easements, curbs, sidewalks, streetlights, landscaping, entrance signs, entry gates, walls, bridges, and similar facilities within the Condominiums; (e) to fix, levy, collect, and enforce payment of any charges or assessments, as set forth in the Declaration, and (f) to pay all expenses incurred by the Association in connection with the exercise of its rights, the performance of its duties, and/or the conduct of the business of the Association.
6. **Powers.** In furtherance of its purposes, the Association shall have the following powers:
 - a. All rights and powers conferred upon non-profit corporations by State law in effect from time to time;
 - b. All rights and powers conferred upon condominium associations by State law, in effect from time to time; and
 - c. All powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in these Articles, the Bylaws, the Declaration, or State law.

7. **Restrictions On Powers.** The Association shall have no power to take any action that would be inconsistent with the requirements for tax exemption under Section 528 of the Internal Revenue Code of 1986, as amended from time to time, and related or successor regulation, ruling, and procedures.
8. **Membership.** The Association will have members. The Declaration and Bylaws will determine the number and qualifications of members of the Association; any classes of membership; the voting rights and other privileges of membership; and the obligations and liabilities of members. Cumulative voting is not allowed.
9. **Management By Board.** The management and affairs of the Association is vested in the Board of Directors, except for those matters, if any, expressly reserved to others in the Declaration or the Bylaws. The Bylaws may determine the number and qualification of directors; the term of office of directors; the methods of electing, removing, and replacing directors; and the methods of holding a board meeting and obtaining consents.
10. **Limitations On Liability.** An officer or director of the Association is not liable to the Association or its members for monetary damages for acts or omissions that occur in the person's capacity as an officer or director, except to the extent a person is found liable for (i) a breach of the officer or director's duty of loyalty to the Association or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the officer or director to the Association; (iii) an act or omission that involves intentional misconduct or a knowing violation of the law; (iv) a transaction from which the officer or director receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office; or (v) an act or omission for which the liability of an officer or director is expressly provided by an applicable statute. The liability of officers and directors of the Association may also be limited by the Charitable Immunity and Liability Act of 1987, Chapter 84, Texas Civil Practice and Remedies Code, as amended.
11. **Indemnification.** To the extent permitted by the Code, as such Code may be amended from time to time, and in accordance with the Bylaws of the Association, the Association shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding by reason of the fact that he, his testator, or intestate, is or was a director or officer of the Association or of any corporation which he served in such capacity at the request of the Association, and shall pay or reimburse the reasonable expenses incurred by such director or officer where permitted. The right to indemnification conferred by this Article shall not restrict the power of the Association to make any other type of indemnification permitted by law.
12. **Amendment Of Articles.** These Articles may be amended as long as the Declarant (as such term is defined in the Declaration) owns any interest in the Subdivision (as such term is defined in the Declaration), these Articles may be amended with the approval of the Declarant and the affirmative vote of at least sixty-seven percent (67%) of all of the votes of the membership of the Association (excluding any votes of members whose voting rights have been suspended). Except as otherwise provided herein, from and after the date that Declarant no longer owns any interest in the Subdivision, these Articles may be amended by the affirmative vote of at least

sixty-seven percent (67%) of all of the votes of the membership of the Association (excluding any votes of Members whose voting rights have been suspended).

13. **Amendment Of Bylaws.** The Bylaws of the Association may be amended or repealed according to the amendment provision of the Bylaws, which may reserve those powers to the members, exclusively.
14. **Dissolution.** The Association may be dissolved only as provided in the Declaration, Bylaws, and by State law. On dissolution of the Association, other than incident to a merger or consolidation, title to the common areas and other assets owned by the Association shall vest in any nonprofit corporation, association, trust or other organization to be devoted to such substantially similar purchase.
15. **Initial Board of Directors.** The initial board consists of three (3) directors who will serve as directors until their successor or successors are elected and qualified, as provided in the Bylaws. The name and address of the initial directors are as follows:

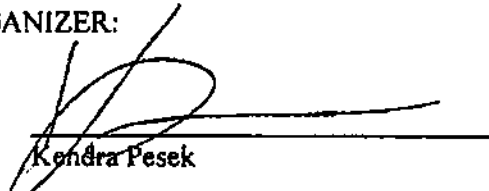
Name:	Address:
Stephen Baxter	312 Schmitzinsky Rd., Fredericksburg, Texas 78624
Shane Baxter	312 Schmitzinsky Rd., Fredericksburg, Texas 78624
Dale Crenwelge	P.O. Box 717, Comfort, Texas 78013

16. **Initial Registered Agent.** The name of the Association's initial registered agent is Stephen Baxter. The address of its initial registered office is 18927 W. FM 580 Lometa, Texas 76853.
17. **Initial Mailing Address.** The initial mailing address of the Association is 18927 W. FM 580 Lometa, Texas 76853.
18. **Organizer.** The name of the organizer is Kendra Pesek. The address of the organizer is 114 E. Austin Street, Fredericksburg, Texas 78624.
19. **Effectiveness of Filing.** This document becomes effective when the document is filed by the secretary of state.
20. **Execution.** The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

SIGNED this day 1st of March, 2023.

ORGANIZER:

By:


Kendra Pesek



Office of the Secretary of State

CERTIFICATE OF FILING OF

Arch Ray Condominium Association, Inc.
File Number: 804966420

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 03/01/2023

Effective: 03/01/2023



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson
Secretary of State

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown



Lindsey Brown, County Clerk

Gillespie County Texas

May 04, 2023 01:29:32 PM

FEE: \$54.00

SANTCZAK

20232489

NOT



ARCH RAY CONDOMINIUM ASSOCIATION, INC.

BYLAWS
(a Texas condominium)

ARTICLE 1
INTRODUCTION

1.1 **Property.** These Bylaws of Arch Ray Condominium Association, Inc., provide for the governance of the condominium regime known as Arch Ray Condominiums, subject to the terms and provisions of the Declaration of Arch Ray Condominium Regime, recorded in Instrument No. 20232486, in the Official Public Records of Gillespie County, Texas (the "Declaration").

1.2 **Parties to Bylaws.** All present or future Owners of Units and all of the persons who use or occupy the Property in any manner are subject to these Bylaws, the Declaration, and the other Documents as defined in the Declaration. The mere acquisition or occupancy of a Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **Definitions.** Words, including phrases, defined in the Declaration have the same meanings when used in these Bylaws. Article I of the Declaration is incorporated herein by reference.

1.4. **Nonprofit Purpose.** The Association is organized to be a nonprofit corporation.

1.5. **Declarant Control.** Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in the Declaration during the Declarant Control Period and the Development Period, as defined in the Declaration, including the number, qualification, appointment, removal, and replacement of directors.

1.6. **General Powers and Duties.** The Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Regime as may be required or permitted by the Documents and Applicable Law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Documents.

ARTICLE 2
BOARD OF DIRECTORS

During the Declarant Control Period, as defined in Article 1 of the Declaration, Declarant governs the number, qualification, and appointment of directors. The initial directors will be appointed by Declarant and need not be Owners. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

2.1. **Number and Term of Office.** Upon expiration or termination of the Declarant Control Period, unless the Declaration or Certificate provide otherwise, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called

for that purpose. Each director shall be elected at a meeting duly called for such purpose and shall serve for a two (2) year term. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

2.2. Qualification. The following qualifications apply to the election or appointment of persons to the Board:

2.2.1. Owners. Upon expiration or termination of the Declarant Control Period; at least a majority of the directors must be Members of the Association or spouses of Members.

2.2.2. Entity Member. If a Unit is owned by a legal entity, such as a partnership or corporation, any officer, partner, agent, or employee of that entity Member is eligible to serve as a director and is deemed to be a Member for the purposes of this Section. If the relationship between the entity Member and the director representing it terminates, that directorship will be deemed vacant.

2.2.3. Delinquency. No person may be elected or appointed as a director if any assessment against the person or his Unit is delinquent at the time of election or appointment, provided he has been given notice of the delinquency and a reasonable opportunity to cure the delinquency.

2.2.4. Litigation. No person may be elected or appointed as a director if the person is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party.

2.3. Election. Upon expiration or termination of the Declarant Control Period, directors will be elected by the Members of the Association. The election of Directors will be conducted at the annual meeting of the Association, at any special meeting called for that purpose or by mail, facsimile transmission, electronic mail, or a combination of any of these.

2.4. Vacancies. Vacancies on the Board caused by any reason, except the removal of a director by a vote of the Association, are filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the Board. Each director so elected serves until the next meeting of the Association, at which time a successor will be elected to fill the remainder of the term.

2.5. Removal of Directors.

2.5.1. Removal by Members. At any annual meeting or special meeting of the Association, any one or more of the directors may be removed with or without cause by Members representing at least two-thirds of the votes present in person or by proxy at the meeting, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Members must be given an opportunity to be heard at the meeting.

2.5.2. Removal by Directors. A director may not be removed by the officers or by the remaining directors, except for the following limited reasons for which a director may be removed by at least a majority of the other directors at a meeting of the Board called for that

purpose:

- i. The Director is a party adverse to the Association or the Board in pending litigation to which the Association or the Board is a party; provided the Association did not file suit to effect removal of the Director.
- ii. The Director's account with the Association has been delinquent for at least ninety (90) days or has been delinquent at least three (3) times during the preceding twelve (12) months; provided he was given notice of the default and a reasonable opportunity to cure.
- iii. The Director has refused or failed to attend three (3) or more meetings of the Board during the preceding twelve (12) months; provided he was given proper notice of the meetings.
- iv. The Director has refused or failed to cure a violation of the Documents for which he has been given notice, a reasonable opportunity to cure, and an opportunity to request a hearing before the Board.

2.6. Meetings of the Board.

2.6.1. Organizational Meeting of the Board. Within ten (10) days after the annual meeting, the directors shall convene all organizational meetings for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

2.6.2. Regular Meetings of the Board. Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held annually. Notice of regular meetings of the Board will be given to each director personally or by telephone, written, or electronic communication, at least five (5) days prior to the date of the meeting.

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he is absent, refuses to act, by the secretary, or by any three (3) directors. At least five (5) days' notice will be given to each director, personally, or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.6.4. Emergency Meeting. In case of a bona fide emergency affecting the Property or a Unit(s), the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.5. Conduct of Meetings. The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.

2.6.6. Quorum. At meetings of the Board, a majority of directors constitutes a quorum of the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present are the acts of the Board. If less than a quorum is present at meeting of the Board, majority of those present may adjourn the meeting from time to time. At any

reconvened meeting at which a quorum is present, any business that may have been transacted at the meeting as originally called may be transacted without further notice. Directors may not participate by proxy at meetings of the Board.

2.6.7. Open Meetings. Regular and special meetings of the Board are open to members of the Association, subject to the following provisions to the extent permitted or required by the Act, as the Act is defined in the Declaration:

- i. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- ii. Members who are not directors may not participate in Board deliberations under any circumstances and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.
- iii. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.
- iv. The Board may prohibit attendance by non-Members, including representatives; proxies, agents, and attorneys of Members.
- v. The Board may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board business.
- vi. The Board may, but is not required, to publish to Members the time, date, and place of Board meetings, but will provide the information if requested in writing by a Member on a meeting by meeting basis.

2.6.8. Telephone Meetings. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.6.9. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meeting under the Act.

2.7. Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards or care and are subject to certain liabilities, including, but not limited to the following provisions of Applicable Law: Section 82.103(a) and (f) of the Act, and Sections 3.102, 3.105, 22.221, 22.223, 22.224, 22.225, 22.226, 22.227 and 22.230 of the Texas Business Organizations Code.

2.8. Powers and Duties. The Board has all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Property. The Board may do all acts and things except those, which by Applicable Law of the Documents, are

reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in Applicable Law or the Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board include, but are not limited to, the following:

2.8.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and power of the committee created, provide for the appointment of a chair and committee Members, and may provide for reports; termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the owners and residents.

2.8.2. Manager. The Board may employ a manager or managing agent for the Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

2.9. Fidelity Bonds. Any person handling or responsible for Association funds, including officers, agent, and employees of the Association, must furnish adequate fidelity bonds. The premiums on the bonds may be a common expense of the Association.

ARTICLE 3 **OFFICERS**

3.1. Designation. The principal officers of the Association are the president, the secretary, and treasurer. The Board may appoint one (1) or more vice presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be Members or directors. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. Election of Officers. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3 Removal and Resignation of Officers. A majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board.

3.4. Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of the Act and by Section 3.105 of the Texas Business Organizations Code.

3.5. Description of Principal Office.

3.5.1 President. As the chief executive officer of the Association, the president (i) presides at meetings of the Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under the Applicable Law; (iii) has general supervision, direction, and control of the business of the Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

3.5.2 Secretary. The secretary: (i) keeps the minutes of all meetings of the Board and the Association, (ii) has charge of such books, papers, and records as the board may direct; (iii) maintains a record of the names and address of the Members for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

3.5.3 Treasurer. The treasurer: (i) is responsible for Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Association; (vi) reviews the accounts of the managing agent on monthly basis in the event a managing agent is responsible for collecting and disbursing Association funds; and (vii) performs all the duties incident to the office of treasurer.

3.6 Authorized Agents. Except when the Documents require execution of certain instruments by certain individuals; the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. Annual Meeting. An annual meeting of the Association will be held once during each twelve (12) month period on a date and at a time determined by the Board. At each annual meeting, the Members will elect directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.2. Special Meetings. It is the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by the Owners holding at least a majority of the votes in the Association. The meeting must be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting must state the time, place, and purpose of that meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. Place of Meetings. Meetings of the Association may be held at the Property or at a suitable place convenient to the Members, as determined by the Board.

4.4. Notice of Meetings. At the direction of the Board, written notice of meetings shall be sent to each Unit Owner's email on file with the Association, or if no email address is provided,

to the permanent residence address of each Unit Owner, at least ten (10) days, but not more than sixty (60) days prior to the meeting. Notice of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. Ineligibility. The Board may determine that no Member may vote at meetings of the Association if the Member's financial account with the Association is in arrears forty-five (45) days before the date of a meeting of the Association at which Members will vote, provided each ineligible Member given notice of the arrearage had an opportunity to become eligible. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility. A determination of Members entitled to vote at a meeting of the Association is effective for any adjournment of the meeting, provided the date of the adjourned meeting is not more than forty-five (45) days after the original meeting.

4.6. Voting Members List. The Board will prepare and make available a list of the Association's voting Members in accordance with Section 22.158(b) of the Texas Business Organizations Code.

4.7. Quorum. At any meeting of the Association, the presence in person or by proxy of Members representing at least twenty-five percent (25%) of the total votes in the Association constitutes a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting of Members constituting a quorum.

4.8. Lack of Quorum. If a quorum is not present at any meeting of the Association for which proper notice was given, Members representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (24) hours in order to attain a quorum, provided the place of the meeting remains, as stated in the notice. If the meeting is adjourned without attainment of a quorum, notice of a new meeting for the same purposes within fifteen (15) to thirty (30) days may be given to an Owner of each Unit.

4.9. Votes. The vote of Members representing at least a majority of the votes cast at any meeting at which a quorum is present binds all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by Applicable Law. Cumulative voting is prohibited.

4.9.1. Co-owned Units. If a Unit is owned by more than one Member, the vote appurtenant to that Unit is cast in accordance with Section 82.110(a) of the Act, which is summarized as follows: If only one of the multiple Owners of a Unit is present at a meeting of the Association, that person may cast the vote allocated to that Unit. If more than one of the multiple Owners is present, the vote allocated to that Unit may be cast only in accordance with the Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to the Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.9.2. Legal Entity Owned Units. If a Unit is owned by a legal entity, such as partnership or corporation, the vote appurtenant to that Unit may be cast by any officer of the

entity in the absence of the entity's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partner's written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity or partnership is qualified to vote.

4.9.3. Association-Owned Units. Votes allocated to a Unit owned by the Association may be counted towards a quorum and for all ballots and votes except the election removal of directors. The vote appurtenant to a Unit owned by the Association is exercised by the Board.

4.10. Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy must: (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Unit to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Association meeting for which the proxy is designated, or to person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to be the Member, before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Association also receives the original proxy within five (5) days after the vote.

4.11. Conduct of Meetings. The president or any person designated by the Board, presides over meetings of the Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings.

4.12. Action without Meeting. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consent. The Board may permit Members to vote by any method allowed by Section 22.160(b)(c) and(d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these.

4.13. Telephone Meetings. Members of the Association may participate in and hold meetings of the Association by means of conference, telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

ARTICLE 5

RULES

5.1. Rules. The Declaration may adopt initial Association Rules governing: (i) the administration of the Association and the Documents; (ii) the maintenance, management,

operation, use, conservation, and beautification of the Property; and (iii) the health, comfort, and general welfare of the Occupant; provided, however, that such Association Rules may not be in conflict with Applicable Law or the Documents. The Board will, at all times, maintain the then current and complete Association Rules in a written form which can be copied and distributed to the Members. The Board has the right to amend, from time to time, the Association Rules; provided, however, that until the expiration or termination of the Development Period, all amendments to the Association Rules must be approved in advance and in writing by Declarant and recorded.

5.2. **Adoption and Amendment.** Any Association Rules may be adopted, amended, or terminated by the Board provided that the Association Rule and the requisite Board (and Declarant, if applicable) approval are properly recorded as a resolution in the minutes of the meeting of the Board.

ARTICLE 6

ENFORCEMENT

6.1. **Remedies.** The violation of any provision of the Documents gives the Board the following rights, in addition to any other rights set forth in the Documents:

6.1.1. **Fines.** The Association, acting by and through the Board, may levy reasonable charges or suspension of Member benefits, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or Occupant, or their family, guest, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

6.1.2. **Self-Help.** After notice and an opportunity to be heard are given, except in case of an emergency, to enter the Unit or Common Element in which, or as to which the violation or breach exists and to unilaterally abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is contrary to the intent and meaning of the provisions of the Documents. The Board may not be deemed liable for any manner of trespass by this action.

6.2. **Notice and Hearing.** Before imposing a fine or exercising self-help abatement, the Board must give the Owner a written violation notice and an opportunity to be heard.

6.2.1. **Notice of Violation.** The Board's written violation notice will contain the following: (i) the date the violation notice is prepared or mailed; (ii) a description of the violation; (iii) a reference to the rule or provision of the Documents that is being violated; (iv) a description of the action required to cure the violation; (v) the amount of the time to be levied and/or the abatement action to be taken; (vi) the date the fine begins accruing or abatement action becomes possible; and (vii) a statement that not later than the 30th day after the date of the violation notice, the Owner may request a hearing before the Board to contest the abatement action.

6.2.2. **Notice to Resident.** In addition to giving the written violation notice to the Owner, the Board may also give a copy of the notice to the non-Owner Resident, if the Board deems it appropriate.

6.2.3. Request for Hearing. To request a hearing before the Board, an Owner must submit a written request to the Board within thirty (30) days after the date of the violation notice. Within fifteen (15) days after receiving the Owners request for a hearing, the Board will give the Owner notice of the date, time, and place of the hearing. The hearing will be scheduled for a date within forty-five (45) days from the date the Board receives the Owner's request and should be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend.

6.2.4. Pending Hearing. Pending the hearing, the Board may continue to exercise the Association's other rights and remedies for the violation as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of the fine or the abatement action described in the notice.

6.2.5. Hearing. The hearing will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner may attend the hearing in person or may be represented by another person or written communication. No audio or video recording of the hearing may be made.

6.2.6. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine or suspension of Member benefits, if any, imposed, or abatement action, if any, authorized.

6.3. Imposition of Fine. Within thirty (30) days after levying the fine or authorizing the abatement, the Board must give the Owner notice of the levied fine or abatement action. If the fine or action is announced at the hearing at which the Owner is actually present, the notice requirement will be satisfied. Otherwise, the notice must be in writing. The Board may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation.

6.4. Additional Enforcement Rights. Notwithstanding the notice and hearing requirement, the Board may take immediate and appropriate action, without giving the notices required in this Article, against violations of the Documents which, in the Board's opinion, are (i) self-evident, such as vehicles parked illegally or in violation of posted signs; (ii) threatening to life or property; or (iii) repeat violations of the same provision by the same Owner to whom prior notices and demands have been given for the same violation. Further, the provisions of this Article do not apply to specific remedies provided in the Documents for certain violations, such as nonpayment of assessments.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1 Owners' Information. Within thirty (30) days after acquiring an ownership interest in a Unit, the Owner must provide the Association with the Owner's mailing address, telephone number and email address; the name and telephone number of any resident other than the Owner; and the name, address, and telephone number of any person managing the Unit as agent for the Unit Owner. An Owner must notify the Association within thirty (30) days after he has notice of a change in any information required by this Section and must provide the information on request by the Association from time to time.

7.4. **Mailing Address.** The Owner or the several Co-Owners of a Unit must register and maintain one mailing address to be used by the Association for mailing of notices, demands, and all other communications. If an Owner fails to maintain a current mailing address with the Association, the address of the Owner's Unit is deemed to be his mailing address.

7.5 **Assessments.** All Owners are obligated to pay assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. A Member is deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his Unit.

7.6. **Compliance with Documents.** Each Owner will comply with the provision and terms of the Documents, and any amendments thereto. Further, each Owner will always endeavor to observe and promote the cooperative purposes for which the Regime was established.

ARTICLE 8

ASSOCIATION RECORDS

8.1. **Records.** The Association will use its best efforts to keep the records required by Section 8.2114(a) of the Act, including the following:

- i. Minutes or similar record of the proceedings of meetings of the Association.
- ii. Minutes or a similar record of the proceedings of the meetings of the Board.
- iii. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.
- iv. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the Members and their mortgagees.
- v. Financial records and books of account for the Association kept in a manner consistent with generally accepted accounting principles.
- vi. Copies of income tax returns prepared for the Internal Revenue Service.
- vii. Copies of the Documents and all amendments to any of these.
- viii. A record of all votes of written consents by which amendments to the Documents were approved for at least four (4) years after the approval.

8.2. **Inspection of Books and Records.** Books and records of the Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

8.2.1. **Proper Purpose.** The Board may require a Member to submit a written demand for inspection, stating the purpose for which the Member will inspect the books and records. The Board has the following rights (i) to determine whether the Member's purpose for inspection is proper; (ii) to deny the request if the Board determines that the Member's purpose is not proper (iii) if granting the request; to identify which books and records are relevant to the Member's stated purpose for inspection.

8.2.2. **Copies.** A Member, at Member's expense, may obtain photocopies of books and records for which the Board grants the right of inspection. The Board has the right to retain possession of the original books and records, to make copies requested by the Member, and to charge the Member a reasonable fee for copying.

8.2.3. Member's Agent. A Member's inspection of the books and records may be assisted or performed by the Member's agent, accountant, or attorney.

8.2.4 Records of Attorneys and Accountants. The files and records of an attorney or accountant who performs services for the Association are not records of the Association, are not subject to inspection by Members, and are not subject to production in a legal proceeding.

8.3. Resale Certificates. Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Unit which the certificate is furnished.

ARTICLE 9

NOTICES

9.1. Co-Owners. If a Unit is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners.

9.2. Delivery of Notices. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, or by another method permitted by the Texas Business Organizations Code. If mailed, the notice is deemed delivered when deposited in the U.S. Mail addressed to the Member at the address shown on the Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

9.3. Waiver of Notice. Whenever a notice is required to be given to an Owner, Member, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by a Member or director at any meeting of the Association or Board, respectively, constitutes waiver of notice by the Member or director of the time, place, and purpose of the meeting. If all Members or directors are present at any meeting of the Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

ARTICLE 10

DECLARANT PROVISIONS

10.1. Conflict. The provisions of this Article control over any provision to the contrary elsewhere in these Bylaws.

10.2. Board of Directors. During the Declarant Control Period, the initial directors will be appointed by Declarant and need not be Owners or Occupants. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any directorship vacated by a Declarant appointee.

10.3. Transition Meeting. On or before termination of the Declarant Control Period, or sooner at Declarant's option, Declarant will call a meeting of the Members for the purpose of electing directors by ballot of Members. Notice of the organizational meeting will be given as if it were notice of an annual meeting.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. **Authority.** These Bylaws may be amended by a majority vote of the Board.

11.2. **Proposals.** The Association will provide an Owner of each Unit with a detailed description, if not exact wording, of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Association if the proposed amendment is to be considered at the meeting.

11.3. **Mortgagee Protection.** In addition to the notices and consents required by these Bylaws, certain actions and amendments require notice to or approval by eligible Mortgagees pursuant to the Mortgagee Protection article of the Declaration. If applicable, the Association must give the required notices to and obtain the required approvals from eligible Mortgagees.

11.4. **Effective.** To be effective, each amendment must be in writing and, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws and be recorded.

11.5. **Declarant Protection.** During the Development Period, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this Section of the article titled "Declarant Provisions" may not be amended without the prior written approval of the Declarant. The Declarant's written consent must be part of the amendment instrument.

ARTICLE 12

GENERAL PROVISIONS

12.1. **Compensation.** A director, officer, Member, or Occupant may not receive any pecuniary profit from the operation of the Association, and no funds or assets of the association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, Member, or Occupant. Nevertheless,

- i. Reasonable compensation may be paid to a director, officer, Member, or Officer for services rendered to the Association in other capacities.
- ii. A director, Officer, or Member may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided the expense has been approved by the Board.
- iii. The Board may budget and use Association funds to purchase awards, certificates, a celebratory meal, or other customary gestures of appreciation for volunteer activities.
- iv. This provision does not apply to distributions to Owners permitted or required by the Declaration or the Act.

12.2. **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of Applicable Law, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the Certificate of Formation of the Association and these Bylaws, the Certificate of Formation controls. In the case of any conflict between the Declaration and these Bylaws, the Declaration controls.

12.3. Severability. Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidity of any provision of these laws, by judgment or court order, does not affect any other provision which remains in full force and effect.

12.4. Construction. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to include the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

12.5. Fiscal Year. The fiscal year of the Association may be set by resolution of the Board and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

12.6. Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason or failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

12.7. Indemnification. To the fullest extent permitted by Applicable Law, the Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding, if it is found and determined by the Board or court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

Adopted by the Board of Directors as of 21 April, 2023.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: *Stephen Baxter*
Stephen Baxter, Director

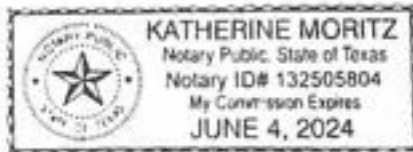
By: *Shane Baxter*
Shane Baxter, Director

By: _____
Dale A. Crenwelge, Director

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: _____
Stephen Baxter, Director

By: _____
Shane Baxter, Director

By: Dale A. Crenwelge
Dale A. Crenwelge, Director

New Mexico
STATE OF ~~TEXAS~~ §
Rio Arriba §
COUNTY OF ~~GILLESPIE~~ §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

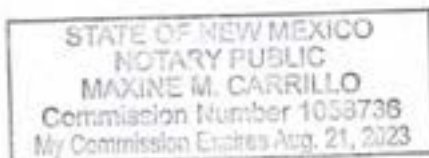
STATE OF ~~TEXAS~~ ^{New Mexico (NIC)} §
COUNTY OF ~~GILLESPIE~~ ^{Rio Arriba} §

BEFORE ME, the undersigned authority, on this day personally appeared Dale A. Crenwelge, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on April 27, 2023.


Notary Public, State of ~~Texas~~

^{New Mexico (NIC)}



**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
May 04, 2023 01:29:32 PM



FEE: \$90.00
BY

SANTCZAK

20232490



ARCH RAY CONDOMINIUM ASSOCIATION, INC. TO

THE PUBLIC

GUIDELINES FOR ALTERNATIVE PAYMENT PLANS

Date: 27 April, 2023

Property Owners Association

Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, established by the Certificate of Formation filed with the Secretary of State of Texas on March 1, 2023, under file number 804966420

Property Owners Association's Address:

312 Schmitzinsky Rd.
Fredericksburg, TX 78624

Subdivision:

Arch Ray Condominiums

Payment Plan Guidelines:

The Property Owners Association will provide delinquent owners an alternative payment schedule by which an owner may make partial payments to the Association for delinquent regular or special assessments, or any other amount owed to the Association without accruing additional monetary penalties. For purposes of these guidelines, monetary penalties do not include reasonable costs associated with administering the payment plan or interest.

Administrative Fee:

\$100.00

Annual Interest Rate:

12%

The Property Owners Association establishes these guidelines to allow owners who are delinquent in payment of a debt to the Property Owners Association to pay the debt in partial payments to avoid monetary penalties. However, delinquency in payment of a debt will result in nonmonetary penalties, such as loss of privileges.

Payments under a payment plan will incur the Administrative Fee and interest at the Annual Interest Rate.

To be entitled to pay a debt under a payment plan, an owner who is delinquent on a debt must submit a written request to the Property Owners Association at the address given in the most recently recorded Management Certificate, or the address given on the assessment invoice, if any.

Owners can make no more than one (1) request for a payment plan within a twelve (12) month period. The Property Owners Association is not required to enter into a payment plan agreement with

an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: 
Stephen Baxter, Director

By: 
Shane Baxter, Director

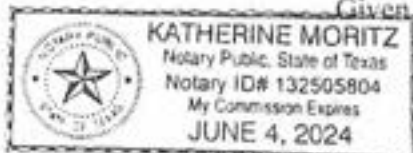
By: _____
Dale A. Crenwelge, Director

STATE OF TEXAS §

COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



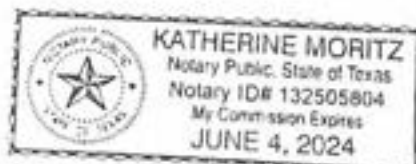

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

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Given under my hand and seal of office on 28 April, 2023.




Notary Public, State of Texas

an owner who failed to honor the terms of a previous payment plan agreement during the two years following the owner's default under the previous payment plan agreement.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: _____
Stephen Baxter, Director

By: _____
Shane Baxter, Director

By: Dale A. Crenwelge
Dale A. Crenwelge, Director

STATE OF TEXAS §

COUNTY OF GILLESPIE §

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Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF GILLESPIE §

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Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF ~~TEXAS~~ ^{New Mexico (MC)} §
COUNTY OF ~~GILLESPIE~~ ^{Rio Arriba} §

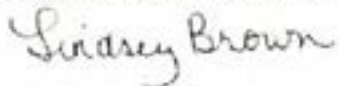
BEFORE ME, the undersigned authority, on this day personally appeared Dale A. Crenwelge, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on April 27, 2023.




Notary Public, State of ~~Texas~~ ^{New Mexico (MC)}

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Lindsey Brown, County Clerk
Gillespie County Texas
May 04, 2023 01:29:32 PM

FEE: \$38.00 SANTCZAK 20232492
AFF





ARCH RAY CONDOMINIUM ASSOCIATION, INC.

Records Production and Copying Policy

Date: April 28, 2023

Condominium: Condominium Regime for Arch Ray Condominiums

Condominium Association: Arch Ray Condominium Association, Inc., established by the Certificate of Formation filed with the Secretary of State of Texas on March 1, 2023, under File Number 804966420.

Charges: Charges for examining and copying Condominium Association information are set out in Exhibit "A".

Except for information deemed confidential by law or court order, the Condominium Association will make its books and records open to and reasonably available for examination by an owner of property in the Condominium or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code Chapter 82. Owners are also entitled to obtain copies of information in the Condominium Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in 1 TX Admin Code § 70.3, the amounts 1 TX Admin Code § 70.3 govern.

Information not subject to inspection by owners includes but is not limited to-

1. Any document that constitutes the work product of the Condominium Association's attorney or that is privileged as an attorney-client communication;
2. Files and records of the Condominium Association's attorney relating to the Condominium Association, excluding invoices requested by an owner under Texas Property Code Chapter 82; and
3. Except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code Chapter 82 (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Condominium Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Condominium Association, including personnel files.

If a document in the Condominium Association's attorney's files and records relating to the Condominium Association would be subject to a request by an owner to inspect or copy Condominium Association documents, the document will be produced by using the copy from the attorney's files and records if the Condominium Association has not maintained a separate copy of the document.

Procedures for Inspecting Information or Obtaining Copies

1. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Condominium Association's books and records requested, to the mailing address of the Condominium Association or authorized

representative as reflected on the most current management certificate filed with the County Clerk of Gillespie County, Texas.

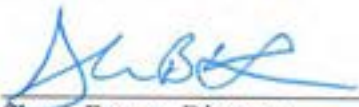
2. The request must include enough description and detail about the information requested to enable the Condominium Association to accurately identify and locate the information requested. Owners must cooperate with the Condominium Association's reasonable efforts to clarify the type or amount of information requested.
3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Condominium Association forward copies of the requested books and records and-
 - a. if an inspection is requested, the Condominium Association, on or before the tenth (10th) business day after the date the Condominium Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Condominium Association; or
 - b. if copies of identified books and records are requested, the Condominium Association will, to the extent those books and records are in the possession, custody, or control of the Condominium Association, produce the requested books and records for the requesting party on or before the tenth (10th) business day after the date the Condominium Association receives the request.
4. If the Condominium Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth (10th) business day after the date the Condominium Association receives the request, the Condominium Association must provide to the requestor written notice that-
 - a. informs the owner that the Condominium Association is unable to produce the information on or before the tenth (10th) business day after the date the Condominium Association received the request; and
 - b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15th) business day after the date notice under this subsection is given.
5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Condominium Association to copy and forward to the owner.
6. The Condominium Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Condominium Association.
7. Before starting work on an owner's request, the Condominium Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40.00. Owners may modify the request in response to the itemized statement.
8. Within ten (10) business days of the date the Condominium Association sent the estimate of

Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Condominium Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.
10. If the estimated Charges are less or more than the actual Charges, the Condominium Association must submit a final invoice to the owner on or before the thirtieth (30) business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Condominium Association before the thirtieth (30th) business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated Charges exceed the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth (30th) business day after the date the invoice is sent to the owner.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: 
Stephen Baxter, Director

By: 
Shane Baxter, Director

By: 
Dale Crenwelge, Director

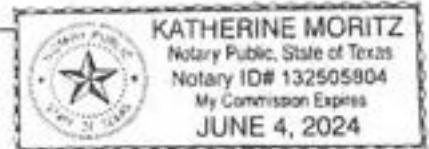
STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 2 May, 2023.

Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

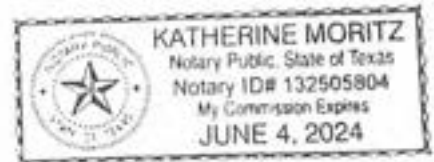


BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 2 May, 2023.

Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §



BEFORE ME, the undersigned authority, on this day personally appeared Dale Crenwelge, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 2 May 2023, 2023.

Katherine Moritz
Notary Public, State of Texas

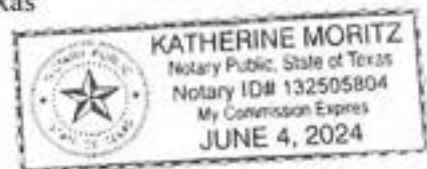


Exhibit A
Charges for Examining and Copying Condominium Association Information

A. Labor Charge for Computer Programming

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Condominium Association will charge \$100.00 an hour for the programmer's time spent on the request.

B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information

1. The charge for labor costs incurred in processing an owner's request for Condominium Association information is \$25.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.
2. A labor charge will not be billed in connection with complying with requests that are for fifty (50) or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.
3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.
4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Condominium Association will not charge for redacting confidential or privileged information for requests of fifty (50) or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

C. Overhead Charge

1. Whenever any labor charge is applicable to a request, the Condominium Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Condominium Association chooses to recover such costs, the overhead charge will be computed at 20 percent (20%) of the charge made to cover any labor costs associated with a particular request.

D. Microfiche and Microfilm Charge

If the Condominium Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents (\$.10) per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty (50) copies.

E. Remote Document Retrieval Charge

To the extent that the retrieval of documents stored on the Condominium Association's property results in a charge to comply with a request, the Condominium Association will charge the actual cost of the retrieval.

F. Copy Charges

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten (\$.10) cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two (2) copies. Standard paper copy is a copy of Condominium Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.
2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies will be actual cost.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk

Gillespie County Texas

May 04, 2023 01:29:32 PM



FEE: \$46.00

SANTCZAK

20232491

CONDO



MANAGEMENT CERTIFICATE
for
ARCH RAY CONDOMINIUM ASSOCIATION, INC.

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

The undersigned, being an Officer or a Managing Agent of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation (herein the "**Association**"), does hereby certify as follows:

1. **Name of Condominium.** The name of the Condominium is Arch Ray Condominium.
2. **Name of Association.** The name of the association is Arch Ray Condominium Association, Inc.
3. **Condominium Location.** 5112 US Highway 290 E., Fredericksburg, Texas 78624
4. **Recording Data for the Condominium.** The plat and plan (Condo Map) of the Condominium are recorded in the Instrument No. 20232486, Official Records of Gillespie County, Texas.
5. **Recording Data for the Declaration.** Declaration of Condominium Regime for Arch Ray Condominiums, Fredericksburg, Texas, recorded under Instrument No. 20232486, Official Public Records of Gillespie County, Texas.
6. **Name and Mailing Address for the Association's Corporate Offices.** The mailing address of Arch Ray Condominium Association, Inc. is as follows:

Arch Ray Condominium Association, Inc.
312 Schmitzinsky Rd.
Fredericksburg, Texas 78624
7. **Name and Mailing Address of the Person Managing the Association or the Association's Designated Representative.** The contact information regarding management of the Association is as follows:

Stephen Baxter
312 Schmitzinsky Rd
Fredericksburg TX 78624

8. **Other Information the Association Considers Appropriate.** The Certificate of Formation, recorded under Instrument No. 20232489, Official Public Records of Gillespie County, Texas; The Bylaws of Arch Ray Condominium Association, Inc., recorded under Instrument No. 20232490, Official Public Records of Gillespie County, Texas; Record Production and Copying Policy, recorded under Instrument No. 20232491, Official Public Records of Gillespie County, Texas.

Executed on this 27 day of April, 2023.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: 
Stephen Baxter, Director

By: 
Shane Baxter, Director

By: _____
Dale A. Crenwelge, Director

*This Management Certificate does not purport to identify every publicly recorded document affecting the Condominium, or to report every piece of information pertinent to the Condominium. Rather, the purpose of this Management Certificate is to provide information sufficient for a title company or others to correctly identify the Condominium and to contact the Association. No person should rely on this Management Certificate for anything other than instructions for identifying and contacting the Association.

Executed on this 27 day of april, 2023.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: _____
Stephen Baxter, Director

By: _____
Shane Baxter, Director

By: Dale A. Crenwelge
Dale A. Crenwelge, Director

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STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.

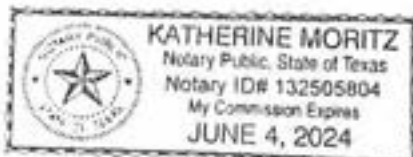


Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.

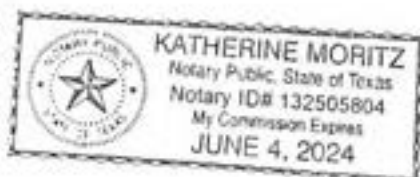


Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Sally Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk

Gillespie County Texas

May 04, 2023 01:29:32 PM

FEE: \$50.00

SANTOZAK

20232493

MC





ARCH RAY CONDOMINIUM ASSOCIATION, INC. TO

THE PUBLIC

DEDICATORY INSTRUMENTS

STATE OF TEXAS §

§

COUNTY OF GILLESPIE §

KNOW ALL MEN BY THESE PRESENTS:

ARCH RAY CONDOMINIUM ASSOCIATION, INC., ("Association"), a Texas non-profit corporation, is a unit owners' association governing ARCH RAY CONDOMINIUMS ("Condominiums"), pursuant to Texas Property Code §82.101, which has a membership consisting of owners of the portions of the real property designated for separate ownership or occupancy ("Owners"), and the remainder of the real property designated for common ownership or occupancy solely by the owners of those portions ("Common Elements"). The undersigned Board of Directors of the Association certifies that the instruments referred to on Exhibit "A" of this Notice of Dedicatory Instruments ("Notice") were adopted for the benefit of the Association, as governing documents for the Condominium and the Association ("Governing Documents") and are being recorded to comply with the Texas Property Code §202.006.

The Condominium includes site condominiums units ("Units") with a private entrance and driveways to gain access to the Units. The Texas Uniform Condominium Act (Texas Property Code Chapter 82) must be followed and requires that the Association be primarily governed by a board of directors. The provisions of each Governing Document have been adapted as much as possible to specifically govern the Condominium; however, in some instances it may appear that certain provisions are inapplicable or redundant. Where unavoidable, some provisions are included with the requisites of the above-cited applicable law for Texas non-profit corporations, condominiums and unit associations.

This Notice shall continue to be updated and re-recorded as the Governing Documents of the Condominium and the Association are modified to accommodate changes in Texas law or the characteristics of the Condominium.

SIGNED this the 27 day of April, 2023.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By:

Stephen Baxter
Stephen Baxter, Director

By:

Shane Baxter
Shane Baxter, Director

By:

Dale A. Crenwelge, Director

DEDICATORY INSTRUMENTS

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

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This Notice shall continue to be updated and re-recorded as the Governing Documents of the Condominium and the Association are modified to accommodate changes in Texas law or the characteristics of the Condominium.

SIGNED this the 27 day of April, 2023.

ARCH RAY CONDOMINIUM ASSOCIATION, INC.
a Texas nonprofit corporation

By: _____
Stephen Baxter, Director

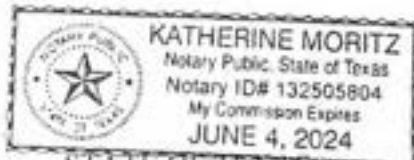
By: _____
Shane Baxter, Director

By: Dale A. Crenwelge
Dale A. Crenwelge, Director

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Dale A. Crenwelge, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF GILLESPIE

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF GILLESPIE

BEFORE ME, the undersigned authority, on this day personally appeared Shane Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on _____, 2023.

Notary Public, State of Texas

STATE OF ~~TEXAS~~

COUNTY OF ~~GILLESPIE~~

BEFORE ME, the undersigned authority, on this day personally appeared Dale A. Crenwelge, known to me to be the person whose name is subscribed to the foregoing instrument as a director of Arch Ray Condominium Association, Inc., a Texas nonprofit corporation, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on April 27th, 2023.

Notary Public, State of ~~Texas~~

New Mexico (MC)

Exhibit "A"

Governing Documents

1. Declaration of Condominium Regime of Arch Ray Condominiums recorded at Instrument No. 20232486 of the Official Records of Gillespie County, Texas.
2. Reservation of Arch Ray Condominiums recorded at Instrument No. 20232487 of the Official Records of Gillespie County, Texas.
3. Design Standards of Arch Ray Condominiums recorded at Instrument No. 20232488 of the Official Records of Gillespie County, Texas.
4. Certificate of Formation and Certificate of Filing of the Arch Ray Condominium Association, filed with the Texas Secretary of State, File No. 804966420; recorded at Instrument No. 20232489 of the Official Records of Gillespie County, Texas.
5. Bylaws of the Arch Ray Condominium Association, recorded at Instrument No. 20232490 of the Official Records of Gillespie County, Texas.
6. Records Production and Copying Policy recorded at Instrument No. 20232491 of the Official Records of Gillespie County, Texas.
7. Guidelines for Alternative Payment Plans recorded at Instrument No. 20232492 of the Official Records of Gillespie County, Texas.
8. Management Certificate of the Arch Ray Condominium Association, recorded at Instrument No. 20232493 of the Official Records of Gillespie County, Texas.

CONSENT TO GOVERNING DOCUMENTS

WHEREAS, TEXAS PARTNERS BANK, holder of that certain real estate lien note in the amount of \$4,131,215.00, secured by Deed of Trust dated April 4, 2022, to ROY D. THOMPSON, as Trustee, recorded under Register No. 20222334, Official Public Records of GILLESPIE County, Texas, acting by and through the undersigned, its duly authorized agent, does hereby consent to, accept and ratify all Governing Documents of Arch Ray Condominiums, as defined herein and as more particularly described on Exhibit "A". Furthermore, TEXAS PARTNERS BANK consents to the above Governing Documents, including the terms and conditions of all reservations of real property interests.

EXECUTED this 27 day of april, 2023.

TEXAS PARTNERS BANK

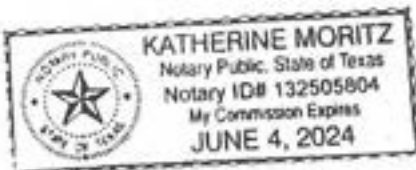
By: _____

Reid Cain, SVP
(Printed Name and Title)

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 27 day of april, 2023, by Reid Cain, Senior Vice President of TEXAS PARTNERS BANK, on behalf of said bank.



Katherine Moritz
Notary Public in and for the State of Texas

CONSENT TO GOVERNING DOCUMENTS

WHEREAS, DALE A. CRENWELGE, holder of that certain wraparound promissory note in the amount of \$9,131,215.00, secured by Deed of Trust dated April 28, 2023, to CARROLL J. BRYLA, as Trustee, recorded under Register No. 20232384, Official Public Records of GILLESPIE County, Texas, does hereby consent to, accept and ratify all Governing Documents of Arch Ray Condominiums, as defined herein and as more particularly described on Exhibit "A". Furthermore, DALE A. CRENWELGE consents to the above Governing Documents, including the terms and conditions of all reservations of real property interests.

EXECUTED this 27 day of april, 2023.

Dale Crenwelge
DALE A. CRENWELGE

THE STATE OF ~~TEXAS~~ New Mexico (MC) §
COUNTY OF Rio Arriba §

This instrument was acknowledged before me on the 27th day of April, 2023, by DALE A. CRENWELGE.



[Signature]
Notary Public in and for the State of ~~Texas~~

New Mexico (MC)

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
May 04, 2023 01:29:32 PM

FEE: \$38.00
DI

SANTCZAK

20232494





RESERVATION OF DECLARANT RIGHTS
ARCH RAY CONDOMINIUMS

DECLARANT:

Arch Ray Developments, L.L.C.,
a Texas limited liability company
312 Schmitzinsky Rd.
Fredericksburg, Texas 78624

THESE RESERVATION OF DECLARANT RIGHTS FOR ARCH RAY CONDOMINIUMS is made by Arch Ray Developments, L.L.C., a Texas limited liability company ("**Declarant**"), in conformance with the provisions of that certain DECLARATION OF CONDOMINIUM REGIME FOR ARCH RAY CONDOMINIUMS, incorporated herein by reference, and is as follows:

General Provisions.

1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling Declarant-related provisions in this Reservation of Declarant Rights ("**Reservation**").
2. Definitions. Unless otherwise defined in this Reservation, terms defined in the Declaration of Condominium Regime for Arch Ray Condominiums recorded contemporaneously ("**Declaration**"), or in Chapter 82.003 of the Act have the same meaning when used in this Reservation.
3. General Reservation and Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any Mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Reservation which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of a conflict between this Reservation and any other Document, this Reservation controls. This Reservation may not be amended without the prior written consent of Declarant. The terms and provisions of this Reservation must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.
4. Purpose of Development and Declarant Control Periods. This Reservation gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and Mortgagees. The "**Development Period**", as specifically defined in Article I of the Declaration, means the three (3) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's Recordation of a notice of termination. The "**Declarant Control Period**" is defined in Article I of the Declaration.
5. Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or nonexclusively, any of its privileges, exemptions, rights, reservations and duties under this Declaration to any person or entity. Declarant may also, by Recorded instrument, permit any other person or entity to participate in whole, in part, exclusively, or non-exclusively, in any of Declarant's privileges, exemptions, rights, and duties hereunder.
6. Declarant Control Period Reservations. For the benefit and protection of Owners and Mortgagees, and for the purpose of ensuring a complete and orderly build-out and sellout of the Property, Declarant will retain control of the Association, subject to the following:
 - a. Appointment of Board and Officers. Declarant may appoint, remove, and replace each officer or director of the Association, none of whom need be Members or Owners, and

each of whom is indemnified by the Association, subject to the following limitations: (i) within one hundred and twenty (120) days after fifty percent (50%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, at least one-third (1/3) of the Board members must be elected by the Owners other than Declarant; and (ii) within one hundred and twenty (120) days after seventy-five percent (75%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, all Board members must be elected by all Owners, including the Declarant.

- b. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual operational expenses as they are paid, and the Regular Assessments received from Owners other than Declarant. On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit.
 - c. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association working capital or reserve funds to pay operational expenses of the Association.
 - d. At or prior to termination of the Declarant Control Period, if title or ownership to any Common Element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners
7. Development Period Rights. Declarant has the following rights during the Development Period:
- a. The Property is subject to expansion by phasing for up to three (3) years from the date this Declaration is Recorded. During the Development Period, Declarant may annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by Recording an amendment or supplement of this Declaration, executed by Declarant, in the Official Public Records of Gillespie County, Texas.
 - b. Creation of Units. When created, the Property contains 244 Units; however, Declarant reserves the right to create up to and including 300 Units upon full buildout of all phases of the project which may include land added by the Declarant in accordance with Section 5.1 of the Declaration. Declarant's right to create Units is for a term of years and does not require that Declarant own a Unit within the Property at the time or

times Declarant exercises its right of creation. The instrument creating additional units must include a revised schedule of allocated interests.

- c. Changes in Development Plan. During the Development Period, Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements.
- d. Transfer Fees. During the Development Period, Declarant will not pay transfer-related and resale certificate fees.
- e. Fines and Penalties. During the Development Period, neither Declarant nor Units owned by Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.
- f. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (i) to add real property to the Property; (ii) to create and modify Units, and General Common Elements within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant.
- g. Development Rights Reserved. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.
- h. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or any Mortgagee, for the following limited purposes:
 - i. To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.
 - ii. To correct any defects in the execution of this Declaration or the other Documents.
 - iii. To add real property to the Property, in the exercise of statutory Development Rights.
 - iv. To create Units, and General Common Elements within the Property in the exercise of statutory Development Rights.
 - v. To subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights.

- vi. To withdraw from the Property any portion of the real property marked or noted on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights" in the exercise of statutory Development Rights.
 - vii. To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.
 - viii. To change the name or entity of Declarant.
8. Special Declarant Rights. As permitted by the Act, Declarant reserves the below described Special Declarant Rights, to the maximum extent permitted by Applicable Law, which may be exercised, where applicable, anywhere within the Property during the Development Period. Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right, except the right to appoint and remove Board members and officers of the Association, may be exercised by Declarant until expiration or termination of the Development Period.
- a. The right to complete or make Improvements indicated on the Plat and Plans.
 - b. The right to exercise any Development Right permitted by the Act and this Declaration.
 - c. The right to make the Property part of a larger condominium or planned community.
 - d. The right to use Units owned or leased by Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.
 - e. For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Occupant, provided that signs must be approved in advance and in writing by the Architectural Reviewer. Declarant also reserves the right to sponsor marketing events - such as open houses, MLS tours, and brokers parties - at the Property to promote the sale of Units.
 - f. Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.
 - g. The right to appoint or remove any Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.
9. Additional Easements and Rights. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:
- a. An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.
 - b. The right to sell or lease any Unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained in the Documents.

- c. The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.
- d. An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done no later than one hundred and twenty (120) days after termination of the Development Period.
- e. An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto to evaluate the maintenance condition of the Common Elements.
- f. The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by Declarant.

DECLARANT:

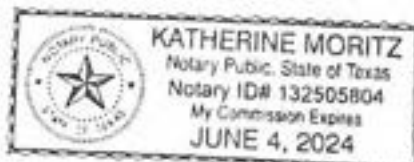
Arch Ray Developments, L.L.C.
a Texas limited liability company

By: Stephen Baxter
Stephen Baxter, Member

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a member of Arch Ray Developments, L.L.C., a Texas limited liability company, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 28 April, 2023.



Katherine Moritz
Notary Public, State of Texas

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Lindsey Brown

Lindsey Brown, County Clerk
Gillespie County Texas
May 04, 2023 01:29:32 PM



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