

SECOND AMENDMENT TO TOWNHOME DECLARATION
FOR THE VILLAS AT THE PARK
("Second Amendment")

STATE OF TEXAS 8

COUNTY OF KERR 8

Pursuant to Section 8.1 of Article VIII of the Townhome Declaration for The Villas at The Park (the "Declaration") dated August 21, 2007, recorded in Volume 1627, Page 381 of the Official Public Records of Kerr County, Texas, as heretofore supplemented by the Supplementary Declaration for The Villas at The Park dated effective as of November 1, 2010, recorded in Volume 1824, Page 021 of the Official Public Records of Kerr County, Texas ("Supplementary Declaration"), and as amended by the First Amendment to Townhome Declaration for The Villas at The Park dated January 7, 2011 and recorded in Volume 1824, Page 023 of the Official Public Records of Kerr County, Texas, the undersigned ROUND-UP DEVELOPMENT, LLC ("First Amendment"), the Declarant as defined in the Declaration, and the holder of not less than two-thirds (2/3) of the vote of the membership of THE VILLAS AT THE PARK HOMEOWNER'S ASSOCIATION, INC., and the undersigned THE VILLAS AT THE PARK HOMEOWNER'S ASSOCIATION, INC., a Texas nonprofit corporation, hereby amend the Declaration as follows:

1. Section 3.28. Maintenance and Insurance. Each Owner shall be responsible for and shall maintain and repair, at the Owner's sole cost and expense, the Owner's Lot and Improvements on the Owner's Lot in accordance with Article VI and any subsequent Amendments to the Declaration. Each Owner shall maintain Insurance with adequate replacement value on such Owner's Lot that covers the interior and exterior of the Building Structure, Owner's Personal Property, Personal Liability, any and all the Improvements thereon and the property therein, name the Association as an additional interest and shall provide proof thereof to the Association.
2. Section 5.3. Special Assessments. of Article V is hereby amended to include the following sub-paragraph:

Section 5.3(a). Individual Assessments. In addition to other Assessments contemplated in Sections 5.2 and 5.3, the Association shall possess the right, power and authority to levy a separate assessment (the "Individual Assessment") against an Owner and the Owner's Lot, which shall include but is not limited to; (a) interest, late charges, and collection costs on delinquent Assessments, (b) reimbursement for costs incurred in bringing an Owner or Owner's Lot into compliance with the Declaration, et seq., (c) fines for violations of the Declaration et seq., (d) transfer-related fees and resale certificate related fees, (e) common expenses that benefit fewer than all of the Lots, which shall be assessed according to benefit received, (f) 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 Lot and (g) expenses incurred by the Association in connection with the administration, maintenance and repair of the building exterior on an individual Lot (including, but not limited to, roofing, exterior veneer (siding),

exterior light fixtures, exterior signage, exterior glass and/or windows, garage doors and exterior doors) shall be defrayed by Individual Assessments.

3. Section 5.4. Obligation to Pay Assessments. Each Owner shall be personally obligated to pay Owner's share (i.e. per Lot owned), of all Assessments duly established pursuant to this Declaration on the specified due date. If no date is specifically specified the default due date will be the 1st day of the month. Unpaid Assessments due as of the date of the conveyance or at Closing of the sale of the Lot or transfer of the Lot shall not constitute a personal obligation of the new Owner (other than the new Owner's pro rata share of any reallocation thereof); however, the former Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exemption from liability for Owner's obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of the Owner's Lot or by any other action whatsoever. Any Assessment not paid within seven (7) days of the due date shall incur a \$25 late fee (per Lot) per month Assessment. After thirty days (30) delinquency from the due date, interest shall start to accrue at a rate of 10% per annum and shall be recoverable by the Association, together with all costs and expenses of collection, including reasonable attorneys' fees, by suit in a court of competent Jurisdiction sitting in Kerr County. It shall be the responsibility of the Board of Directors to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where requested, the Owner's First Mortgagee. The Association shall give written notice of any sixty (60) day delinquency in the payment of assessments or charges by an Owner to the First Mortgagee of such Owner's Lot to the extent the First Mortgagee has requested such notices be provided.

4. Section 6.1. Maintenance.
 - a. Each Owner shall be responsible for and shall maintain and repair, at the Owner's sole cost, and expense, the Owner's Lot and the Improvements on such Owner's Lot except only the maintenance obligations of the Association as herein expressly provided, subject to Article V, Section 5.3 of this Second Amendment. Provided, however, such Owner shall be liable for the cost and expense of repair and maintenance of the Common Elements and the repairs which are the obligation of the Association if they are caused by the willful or negligent misuse thereof by such Owner, or by the occupants, the guests or the invitees of such Owner, in which event such costs and expenses shall constitute the sole obligation of such Owner. Any maintenance and repair work to an Owner's Lot done by or on behalf of the Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the materials removed.


 - b. Each Owner shall repair and maintain the interior of the Improvements on such Owner's Lot including, without limitation; all systems that serve or are a part of the interior Improvements on such Owner's Lot. Including, but not limited to, framing and sheathing, foundation, interior utility lines, drywall, cabinetry, interior finishes, fixtures, appliances and all interior doors and interior windows. Owner shall be required to directly pay the cost and expense of interior Improvements on such Owner's Lot. Any maintenance and repair work to an Owner's Lot done by or on behalf of the Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the materials removed, and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of any

building or Improvement on an Owner's Lot. In the event an Owner fails to discharge the Owner's maintenance obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof shall be and constitute a lien upon such Owner's Lot which lien shall be enforced in the same method as is provided for the enforcement of Assessments liens pursuant to the provisions of this Declaration. Damage to the interior of any Improvements on a Lot resulting from such maintenance, repair and replacement activities by the Association, whether by reason or an emergency or otherwise, shall not constitute a Common Expense and shall be payable by the Owner.

- c. All Common Elements and the exterior of all buildings, including, but not limited to, roofing, exterior veneer (siding), exterior light fixtures, exterior signage, exterior glass and/or windows, garage doors and exterior doors shall be maintained by the Association, the cost and expense shall be a Common Expense payable by the Association, SAVE AND EXCEPT, those expenses that constitute Individual Assessments as defined in Article V, Section 5.3 of this Second Amendment. The Association shall maintain in good condition and repair the Common Elements (excepting maintenance of those portions of utility from the point that they enter the Improvements on a Lot or are a part of interior Improvements on an individual Owner's Lot), and shall establish and maintain an adequate reserve fund for such purposes. Subject to the provisions of this Declaration, nothing herein shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the willful or negligent misuse thereof or misconduct thereon of such Owner or Owner's guests, occupants or invitees.
- d. The Association shall provide and complete the following and the cost and expense of the following shall be a Common Expense;
 1. Taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Common Elements (but not the Lots).
 2. Maintenance of the Common Elements (Property owned by the Association, utility lines, landscaping, roadways, parking lots and improvements on such common areas). SAVE AND EXCEPT, those expenses that constitute Individual Assessments as defined in Article V, Section 5.3 of this Second Amendment.
 3. Policies of Insurance for the Common Elements.
5. Section 6.4. Casualty Reconstruction or Repair. In case of fire, casualty or any other disaster, the Owner of the Lots affected by same shall repair and reconstruct the damaged Improvements, both interior and exterior, promptly. Reconstruction, as used in this paragraph, means restoring the Improvements to substantially the same condition in which they existed prior to the fire, casualty or other disaster, with the Improvements on each Lot having the same vertical and horizontal boundaries as before. Such reconstruction shall be accomplished by the Owner of the Lots affected by such fire, casualty or any other disaster.


Except as herein amended, the Declaration, the Supplement, and the First Amendment, as defined herein, remain in full force and effect in accordance with its terms.

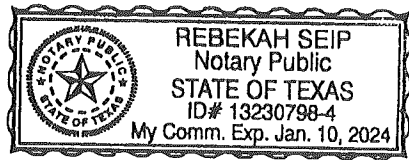
THE VILLAS AT THE PARK HOMEOWNER'S ASSOCIATION, INC.,
a Texas nonprofit corporation

By: 
Name: Craig R Campbell
Title: PRESIDENT

THE STATE OF TEXAS §
COUNTY OF Kerr §

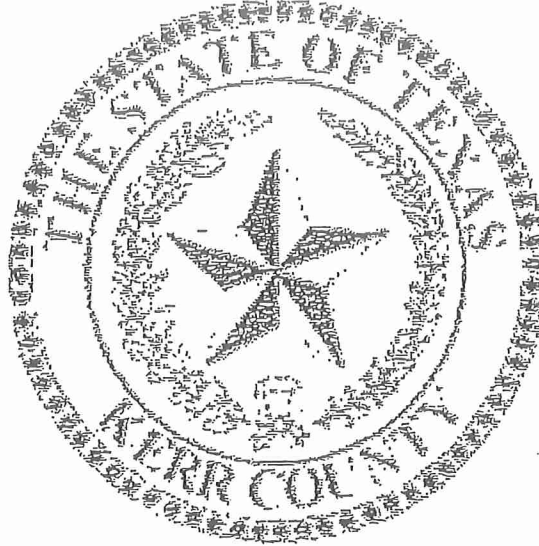
This instrument was acknowledged before me on this the 1 day of April, 2021, by Craig Campbell, President of THE VILLAS AT THE PARK HOMEOWNER'S ASSOCIATION, INC., a Texas nonprofit corporation.


Notary Public in and for the
State of Texas



FILE AND RETURN TO:

✓ Villas at the Park H.O.A
PO Box 3455
Fredericksburg, Tx
78624



Complete this form and return to:

Kerr County Clerk
Attn: Land Records
700 Main Street, RM 122
Kerrville, TX 78028

INCLUDE THIS FORM WITH YOUR RECORDS AND PAYMENT.

Call us with questions: 830-792-2255.



FILED AND RECORDED
At 4:20 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR
April 5, 2021

I hereby certify that this instrument was filed in the numbered sequence on the date and time stamped above by me and was duly recorded in the Official Public Records of Kerr County Texas.

Jackie Dowdy County Clerk

Deputy