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KISSING TREE

SAN MARCOS ★ TEXAS

KISSING TREE VILLAS CONDOMINIUMS

UPDATED AS OF OCTOBER 20, 2025

GOVERNANCE

1. Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, Official Public Records of Hays County, Texas.
 - A. Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414, Official Public Records of Hays County, Texas.
 - B. Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937, Official Public Records of Hays County, Texas.
 - C. Kissing Tree Declaration of Annexation and Third Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 22045587, Official Public Records of Hays County, Texas.
 - D. Kissing Tree Second Declaration of Annexation and Fourth Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 23034722, Official Public Records of Hays County, Texas.
2. Kissing Tree Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009895, Official Public Records of Hays County, Texas.
3. Kissing Tree Adoption of Reserve Fund Contribution Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009941, Official Public Records of Hays County, Texas.

**** Each Unit within the Kissing Tree Villas Condominiums regime may be further subject to a Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Duet Residences in Kissing Tree Villas Condominiums (a “Duet Declaration”). To date, 83 Duet Declarations have been recorded, and such Duet Declarations affect Units numbered 1 through 166, inclusive.**

CORPORATE

1. Certificate of Formation of The Strand Residential Condominiums Association, Inc., filed on August 21, 2019.
 - A. Certificate of Amendment of The Strand Residential Condominiums Association, Inc., changing the name of the Association to Kissing Tree Villas Condominiums Association, Inc., filed on December 12, 2019.
2. Acceptance of Appointment and Consent to Serve as Registered Agent of Kissing Tree Villas Condominiums Association, Inc., executed to be effective August 21, 2019.
3. Kissing Tree Villas Condominiums Association, Inc. Consent of Directors in Lieu of Organizational Meeting, executed to be effective August 21, 2019.
4. Kissing Tree Villas Condominiums [Age-Restricted] Policy Manual, recorded as Document No. 20009818, Official Public Records of Hays County, Texas.
 - A. Notice of Dedicatory Instruments for Kissing Tree Villas Condominiums Association, Inc., recorded as Document No. 21071594, Official Public Records of Hays County, Texas.
5. Member’s Resolution and Consent of The Strand Residential Condominiums Association, Inc., executed to be effective November 19, 2019.
6. Management Certificate for Kissing Tree Villas Condominiums Association, Inc., recorded as Document No. 20010037, Official Public Records of Hays County, Texas, filed on March 16, 2020.
7. Action of Board of Directors by Unanimous Consent, dated July 31, 2020.
8. Villas Condo Declarant Appointment and Removal of Officer and Director, recorded as Document No. 21029882, Official Public Records of Hays County, Texas, on June 4, 2021.
9. Villas Condo Declarant Appointment and Removal of Officer and Director, recorded as Document No. 21043912, Official Public Records of Hays County, Texas, on August 12, 2021.
10. Villas Condo Declarant Appointment and Removal of Officer and Director, recorded as Document No. 22035662, Official Public Records of Hays County, Texas, on July 22, 2022.
11. Management Certificate for Kissing Tree Villas Condominiums Association, Inc., recorded as Document No. 22045653, Official Public Records of Hays County, Texas, filed on September 27, 2022.

12. Villas Condo Declarant Appointment and Removal of Officer and Director, recorded as Document No. 23017156, Official Public Records of Hays County, Texas, on May 16, 2023.
13. Management Certificate for Kissing Tree Villas Condominiums Association, Inc., recorded as Document No. 23034843, Official Public Records of Hays County, Texas, filed on September 21, 2023.
14. Villas Condo Declarant Appointment and Removal of Officer and Director, recorded as Document No. 24047462, Official Public Records of Hays County, Texas, on December 9, 2024.
15. Management Certificate for Kissing Tree Villas Condominiums Association, Inc., recorded as Document No. 25038821, Official Public Records of Hays County, Texas, filed on October 20, 2025.

After Recording, Return To:

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KISSING TREE®

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DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED] (A Residential Condominium in Hays County, Texas)

Villas Condo Declarant: CARMA PASO ROBLES LLC, a Texas limited liability company

NOTE: THE PROPERTY SUBJECT HERETO IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN: (I) KISSING TREE MASTER COVENANT, RECORDED AS DOCUMENT NO. 16036339 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS AMENDED. THIS DECLARATION WILL CONSTITUTE A DEVELOPMENT AREA DECLARATION UNDER THE MASTER DOCUMENTS, AND THE ASSOCIATION WILL CONSTITUTE A RESIDENTIAL CONDOMINIUM ASSOCIATION AS PERMITTED UNDER THE MASTER DOCUMENTS. MASTER DECLARANT UNDER THE MASTER DOCUMENTS EXECUTES THIS DECLARATION FOR THE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE DEVELOPMENT AREA DECLARATION AND THE CONDOMINIUM ASSOCIATION CREATED BY THIS DECLARATION. HOMEBUILDER EXECUTES THIS DECLARATION FOR THE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE ASSIGNMENT OF CERTAIN RIGHTS UNDER THIS DECLARATION.

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DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

CARMA PASO ROBLES LLC, a Texas limited liability company (the “**Villas Condo Declarant**”), is the owner of the tract of land in Hays County, Texas, as more particularly described on Exhibit “A” attached hereto and incorporated herein, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the “**Property**”). The Property, together with all Improvements thereon and all easements, rights, and appurtenances thereto, is hereby submitted to the terms and provisions of the Texas Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating the Kissing Tree Villas Condominiums.

A. Pursuant to that one certain Kissing Tree Master Covenant, recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas (the “**Master Covenant**”) by **CARMA PASO ROBLES LLC**, a Texas limited liability company as “Declarant” thereunder (hereinafter referred to as the “**Master Declarant**”), portions of the Property may be made subject to the Documents as Development Areas pursuant to a Notice of Annexation.

B. The Master Covenant permits Master Declarant to Record Development Area Declarations applicable to specific Development Areas, as those terms are used and defined in the Master Covenant. The terms and conditions set forth in any Development Area Declaration shall be in addition to the covenants, conditions and restrictions of the Master Covenant.

C. In accordance with the Master Declarant’s rights under the Master Covenant, this *Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted]* (the “**Declaration**”) shall serve as a “Development Area Declaration” permitted under the Master Covenant and the Property described and identified on Exhibit “A” hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

D. Pursuant to the Declaration, the Villas Condo Declarant intends to create a residential community subject to the condominium form of ownership (hereinafter referred to as the “**Regime**,” as further defined below) and to carry out a uniform plan for the improvement and development of the Property for the benefit of the present and future owners thereof.

E. The Villas Condo Declarant further intends to provide a mechanism for the preservation of the Regime and for the maintenance of Common Elements and, to that end, through the Recordation of a Notice of Annexation of this Declaration, subjects the Property to the covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Property, and each owner thereof, which shall be in addition to the covenants, conditions and restrictions set forth in the Master Covenant.

F. The Villas Condo Declarant further intends to partially assign certain rights held by the Villas Condo Declarant to Brookfield Residential Kissing Tree LLC, a Texas limited liability company (“Homebuilder”), and by its execution of this Declaration, Homebuilder hereby consents to such partial assignment.

NOW, THEREFORE, it is hereby declared that: (i) the Property, and as known as the Development Area, will be held sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, including the representations and reservations of the Villas Condo Declarant, set forth on Appendix “A”, attached hereto, which will run with the Property, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; (ii) each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) this Declaration shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant. In the event of a conflict between the terms and provision of this Declaration and the Master Covenant, the terms of the Master Covenant will control.

ARTICLE 1 **DEFINITIONS**

Unless otherwise defined in this Declaration, terms defined in Section 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, unless a different meaning is apparent from the context in which the word or phrase is used. Any other capitalized terms used but not defined in this Declaration shall have the meaning subscribed to such terms in the Master Covenant.

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

“**Affiliate**” or “**Affiliates**” is as defined in Section 82.003(a)(1) of the Act.

“**Age Qualified Occupant**” means a Person of not less than fifty-five (55) years of age.

“**Amendment**” means an instrument executed by the Villas Condo Declarant or the Association, as applicable, and Recorded pursuant to the requirements of this Declaration, including but not limited to *Article 21*, for, among other things, the purpose of (i) modifying the Common Interest Allocations or the Common Expense Liability, (ii) adding Units to the Regime pursuant to *Section 6.01(a)*, (ii) adding, through the Recordation of a Declaration of Annexation or withdrawing real property from the Regime, (iii) adding or withdrawing real property from the Future Development Area, or (iv) for such other purposes as are provided in this Declaration, including those purposes set forth in Appendix “A”.

“**Applicable Law**” means the statutes and public laws and ordinances in effect at the time a provision of the Documents or Master Documents is applied, and pertaining to the subject matter of the Document or Master Document provision. Statutes and ordinances specifically referenced in the Documents or Master Documents are “Applicable Law” on the date of the Document or Master

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.

"Assessment" means any charge levied against a Unit or Owner by the Association or Master Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, Deficiency Assessments, and Master Assessments.

"Association" means **Kissing Tree Villas Condominiums 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 Section 202.001(2) 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, the Act, and Applicable Law.

"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"** except if such Common Elements have been allocated as **"Limited Common Elements"** by this Declaration for the exclusive use of one or more but less than all of the Units.

"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.

"Condominium Design Guidelines" means the standards for design and construction of Improvements, landscaping and exterior items proposed to be placed on any Unit, and adopted pursuant to *Section 13.05(b)*, as the same may be amended from time to time. The Condominium Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. At the Villas Condo Declarant's option, the Villas Condo Reviewer or its Designee may adopt, and amend from time to time, with the prior written approval of the Kissing Tree Reviewer, the Condominium Design Guidelines applicable to the Property, or any portion thereof. The Condominium Design Guidelines may be Recorded as a separate written instrument or may be incorporated into a Development Area Declaration by exhibit or otherwise. Notwithstanding anything in this Declaration to the contrary, the Villas Condo Declarant will have no obligation to establish Condominium Design Guidelines for the Property or any portion thereof and the Condominium Design Guidelines, if adopted, shall be subject to and subordinate to the terms and conditions of the Master Design Guidelines.

"Condominium Purchase Contract" means the purchase and sale agreement between the Homebuilder and a potential Owner for the purchase of a Unit.

“Declarant Control Period” means that period of time during which the Villas Condo Declarant controls the operation and management of the Association, pursuant to Appendix “A” of this Declaration. The duration of Declarant Control Period is from the date this Declaration is Recorded for a maximum period not to exceed one hundred and twenty (120) days after title to seventy-five percent (75%) of the Units that may be created hereunder, including such other Units that the Villas Condo Declarant may create in the Future Development Area, have been conveyed to Owners other than the Villas Condo Declarant.

“Declaration” means this document, as it may be amended and supplemented from time to time.

“Declaration of Annexation” means an instrument executed by the Villas Condo Declarant and Recorded pursuant to *Section 6.01(b)* for the purpose of (i) modifying the Common Interest Allocations or the Common Expense Liability, (ii) adding real property, Units or Common Elements to the Regime, or (iii) for such other purposes as are provided in this Declaration, including those purposes set forth in Appendix “A”.

“Designee” or “Designees” means a Person acting at the request of another Person, including architects, engineers, other design professionals, builders, contractors, subcontractors, employees, agents, representatives, and licensees.

“Development Period” means the fifty (50) year period beginning on the date this Declaration is Recorded, during which the Villas Condo Declarant has the right to exercise any Development Rights, 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 the Villas Condo Declarant own any portion of the Property. The Villas Condo Declarant may terminate the Development Period by the Recording of a notice of termination.

“Development Rights” means such rights, easements, or combination of rights reserved by the Villas Condo Declarant and may be exercised under this Declaration, including but not limited to such rights, easements, or combination of rights as more particularly described on Appendix “A” (attached hereto and incorporated herewith). During the Development Period, Appendix “A” has priority over the terms and provisions of this Declaration.

“Disregarded Resident” means any Owner or Occupant who is either: (a) an employee of the Association, provided that such Person performs substantial duties related to the management of Association or maintenance of any Common Area; or (b) necessary to provide reasonable accommodation to disabled Occupants.

“Documents” mean, singularly or collectively as the case may be, this Declaration, the Plat and Plans (attached hereto as Exhibit “B”), the Certificate, Bylaws, the Policy Manual, Condominium Design Guidelines, the Rules of the Association, the Condominium Information Statement, and each Duet Declaration, each 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.

“Duet Declaration” means each Recorded Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Duet Residences in Kissing Tree Villas Condominiums.

“Dwelling” means the attached, duplex style residence containing the Units, together with any porch, patio, or garage incorporated therein. The term “Dwelling” is also referred to as a “Duet Residence Building” in the Duet Declaration.

“Future Development Area” means the real property reserved by the Villas Condo Declarant (on which additional Units and Common Elements may be created by the Villas Condo Declarant, in the Villas Condo Declarant’s sole discretion), as more particularly described on Exhibit “B-1” attached to this Declaration, subject to such additions thereto and deletions therefrom as may be made pursuant to the rights reserved under this Declaration, and as further identified on the Plat and Plans as “Development Rights Reserved” or “Subject to Development Rights,” that may be made subject to this Declaration, from time to time, by the Recording of one or more Declarations of Annexation pursuant to *Section 6.01(b)* below.

“Future Development Area Easement” means an easement as more particularly described in *Section 4.10* of this Declaration.

“General Common Elements” mean Common Elements which are not Limited Common Elements. 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.

“Homebuilder” means **Brookfield Residential Kissing Tree LLC**, a Texas limited liability company.

“Improvement” means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, Dwellings, outbuildings, storage sheds, patios, porches, grills, recreational facilities, swimming pools, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, decks, walkways, landscaping, mailboxes, poles, signs, antennae, 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, irrigation, sewer, gas, electric, telephone, regular or cable television, or other utilities.

“Kissing Tree Reviewer” means the party holding the rights to approve Improvements within the Development (as such term is defined in the Master Covenant) pursuant to the Master Covenant and shall be Master Declarant or its Designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Kissing Tree Reviewer will automatically be transferred to the ACC appointed by the Board, as set forth in the Master Covenant.

“Limited Common Elements”, if any, mean those portions of the Property reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are designated as “LCE”, “Limited Common Elements”, or “Limited Common Areas” on Exhibit “B”, attached hereto and as provided in *Section 6.04* and *Section 6.05* of this Declaration.

“Majority” means more than half.

“Master Assessments” means Assessments levied by the Master Association pursuant to the Master Documents.

“Master Association” means the **Kissing Tree Master Community, Inc.**, a Texas nonprofit corporation.

“Master Board” means the Board of Directors of the Master Association.

“Master Covenant” means that certain Kissing Tree Master Covenant, recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas, as amended.

“Master Declarant” means **CARMA PASO ROBLES LLC**, a Texas limited liability company acting as “Declarant” under the Master Covenant.

“Master Design Guidelines” means the Kissing Tree Master Residential Landscape and Modification Guidelines, recorded under Document No. 17019597 in the Official Public Records of Hays County, Texas, as amended.

“Master Documents” means the Master Covenant, any Recorded Notice(s) of Annexation, the Certificate of Formation of the Master Association, the Bylaws of the Master Association, the Kissing Tree Policy Manual, the Master Design Guidelines, any rules and regulations of the Master Association adopted in accordance with the Master Covenant or the Bylaws of the Master Association, and any and all other Documents, as such may be defined under the Master Covenant, as such documents may be amended and supplemented from time to time.

“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.

“Owner” means a holder of fee simple title to a Unit. The Villas Condo 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.

“Paso Robles Planned Development District” means the Paso Robles Planned Development District ordinance adopted by the City of San Marcos for the Property on October 5, 2010, by City Council Ordinance #2010-59, as the same may be amended and modified from time to time.

“Person” means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, including any governmental authority and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Plat and Plans” means the plat and plans attached hereto as Exhibit “B” and made a part of this Declaration, including a survey plat of the Property and dimensional drawings that horizontally and vertically identify and describe the Units, the Common Elements, and the Future Development Area, as changed, modified, or amended in accordance with this Declaration, as more fully set forth under *Section 6.02*.

“Policy Manual” means the policy manual, if any, which may be initially adopted and Recorded by the Villas Condo Declarant as part of the Documents. The Policy Manual may include the Bylaws and Rules and policies governing the Association. The Policy Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period, any amendment to the Policy Manual must be approved in advance and in writing by the Villas Condo Declarant.

“Property” means the tract of land in Hays County, Texas, as more particularly described on Exhibit “A” attached hereto, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon, including any portion of the Future Development Area that is annexed into the Property by the Villas Condo Declarant pursuant to the rights reserved under this Declaration.

“Record, Recordation, Recorded, and Recording” means filing the referenced instrument or document in the Official Public Records of Hays County, Texas.

“Regime” means the form of real property established by this Declaration with respect to the Property located in Hays County, Texas, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the Owners of such portions, containing a maximum of 2,000 Units, including Units on the Future Development Area. The Regime shall include the Property, Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

“Resident” means an occupant, tenant, or guest or invitee (including contractors) of a Unit, regardless of whether the Person owns the Unit.

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

“Solar Energy Device” means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

“Standby Electric Generator” means a device that converts mechanical energy to electrical energy and is (a) powered by natural gas, liquefied petroleum gas, diesel fuel, biodiesel fuel, or hydrogen; (b) fully enclosed in an integral manufacturer-supplied sound attenuating enclosure; (c) connected to the main electrical panel of a residence by a manual or automatic transfer switch; and (d) rated for a generating capacity of not less than seven kilowatts.

“Underwriting Lender” means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Administration (FHA), Federal Home Loan Mortgage Corporation (Freddie Mac), the Veterans Administration, Federal National Mortgage Association (Fannie Mae), or Government National Mortgage Association (Ginnie Mae), singularly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner’s financing options or as a representation that the Property is approved by any institution.

“Unit” means a 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”, as further described in *Section 6.03* of this Declaration.

“Villas Condo Declarant” means **CARMA PASO ROBLES LLC**, a Texas limited liability company and shall include any entity which is at least fifty percent (50%) owned or controlled by the Villas Condo Declarant. Notwithstanding any provision in this Declaration to the contrary, the Villas Condo 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. The Villas Condo Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of the Villas Condo Declarant’s privileges, exemptions, rights and duties under this Declaration. The Villas Condo Declarant does partially assign some of its rights to the Homebuilder under Appendix “B”, attached and incorporated herewith.

“Villas Condo Reviewer” means the party holding the rights to approve Improvements within the Property pursuant to this Declaration and shall be the Villas Condo Declarant or its Designee until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the rights of the Villas Condo Reviewer will automatically be transferred to the architectural control committee appointed by the Board, as set forth in *Section 13.05* below.

ARTICLE 2

AGE RESTRICTIONS

2.01. Generally. Each Dwelling may be occupied by either: (a) Disregarded Residents; or (b) no more than four (4) Persons, at least one (1) of whom shall be an Age Qualified Occupant.

2.02. Exceptions. Notwithstanding the provisions of *Section 2.01* to the contrary, a Dwelling may be occupied by any of the Persons set forth below: (a) Persons nineteen (19) years of age or under, provided that any such Persons do not occupy the Dwelling for more than a maximum period of forty-five (45) days within any twelve (12) month period or thirty (30) consecutive days within one visit; (b) Any Person who takes title to a Unit through a conveyance or change of interest by reason of death of the prior Owner of the Unit, whether provided for in a will, trust or decree of distribution; and/or (c) Any Person granted an exception by the Board, in its sole discretion. For purposes of calculating the number of occupied Dwellings, Dwellings occupied solely by Disregarded Residents shall be excluded from such calculation. In no event shall any Person occupy a Dwelling if occupancy by such Person would result in fewer than eighty percent (80%) of all occupied Dwellings being occupied by at least one (1) Age Qualified Occupant.

2.03. Sale or Transfer. Each Owner shall be responsible for including the statement that Dwellings are intended for occupancy by Age Qualified Occupants, as set forth above, in conspicuous type

in any purchase and sale agreement or transfer documents relating to such Owner's Unit, which agreements or contracts shall be in writing and signed by the purchaser.

2.04. Notice of Transfer. In the event of any proposed change in occupancy of any Unit, as a result of transfer, sale, gift, assignment, death, birth, marriage, separation, divorce or otherwise, the Owner of such Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current and proposed Occupants of the Unit and such other information as the Board may reasonably require to verify the age of each Occupant. No voluntary change in occupancy shall occur unless such change complies with the provisions of this *Article 2*, i.e., the resale of any Unit from an Owner other than Declarant must be in compliance with this Article. Persons purporting to acquire title or a right of possession to a Unit by sale, gift or other transfer that do not comply with the restrictions set forth in this *Article 2* shall not be entitled to occupy the Unit in question without the approval of the Board, in its sole and absolute discretion. The Board shall be entitled to bring an action to evict any disapproved Occupant and such Person shall be liable for the Board's legal fees and costs, at trial and upon appeal, in connection with any and all legal action taken to enforce the provisions of this *Article 2*.

2.05. Maintaining Age Records. The Board will maintain age records of all Residents. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with *Section 2.01* and *Section 2.02* and Applicable Law, including policies regarding verification of compliance with Applicable Law. The Association shall develop procedures for determining the occupancy of each Unit. The Association may require Occupants to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications and other official documents containing birth date of comparable reliability. In furtherance of the foregoing, at least once each two (2) years, the Association shall conduct a survey of the Occupants of all Units to determine whether the community is in compliance with the provisions of *Section 2.01* and *Section 2.02* and Applicable Law.

ARTICLE 3 **PROPERTY SUBJECT TO DOCUMENTS**

3.01. Recorded Easements and Licenses. In addition to the easements and restrictions contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those described in the attached Exhibit "C", and any shown 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 the Owner's Unit and for which the Association does not have express responsibility

3.02. Common Elements. The Common Elements of the Property consist of all of the Property, save and except 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.

ARTICLE 4
PROPERTY EASEMENTS, RIGHTS, AND RESTRICTIONS

4.01. General. In addition to other easements, rights, and restrictions established by the Documents and the Master Documents, the Property is subject to the easements, rights and restrictions contained in this *Article 4*. None of the easements granted or reserved in this *Article 4* or elsewhere in the Declaration shall be used in a manner that materially adversely affects the structural integrity of the Improvements. Any easements held by the Villas Condo Declarant which benefit the Future Development Area shall also run to any future owner of the Future Development Area, whether or not such owner is the Villas Condo Declarant. Except as otherwise provided by this Declaration, notwithstanding the assignability of the easements, no easement may be assigned to any Person that is not a Resident of the Unit that is benefited by the respective easement nor shall any Owner that is benefited by an easement grant a sub-easement or a license to any area covered by any easement. Use and availability of any facilities or areas covered by the easements are subject to the Rules.

4.02. 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 and the Master Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Residents 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 General Common Elements, to the extent necessary, to provide access to an Owner's Unit and 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 the Master Documents or nonpayment of Assessments.

4.03. 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 8 a.m. until 6 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 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.

4.04. Owner's Ingress/Egress Easement. Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from his or her Unit or the Limited Common Elements assigned thereto. Such easement shall be subject, in any event, to any Rules governing or limiting each Owner's right of ingress and egress granted hereby.

4.05. Encroachment Easement. If, as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance, any portion of the Common Elements encroaches upon a Unit, a perpetual easement over, on and across such Unit for such encroachment and for the maintenance of the same is hereby granted and conveyed to the Association by each Owner at the time each Unit is conveyed to the Owner. If as a result of the original construction, reconstruction, repair, shifting, settlement or other circumstance any portion of a Unit encroaches upon the Common Elements, or upon any adjoining Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of the same over, on and across such Unit, or such portion of the Common Elements, as applicable, is hereby granted to the Owner of such Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements. The easement granted herein is not intended to permit the continuance of any Improvement installed by an Owner not otherwise approved in advance by the Villas Condo Reviewer.

4.06. Association's Encroachment and Maintenance Easement. The Association is granted an easement for the maintenance, existence, and continuance of any encroachment of the curb located between the boundary of Unit and any adjacent right of way or street onto a Unit now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement or movement of any portion of the curb. All costs and expenses incurred by the Association to maintain the improved right of way or street including any curb located within the boundary of a Unit is a Common Expense.

4.07. Easement of Cooperative Support. Each Owner is granted an easement of cooperative support over adjoining Units and Common Elements as needed for the common benefit of the Property, or for the benefit of Units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Unit, each Owner: (i) acknowledges the necessity for cooperation in a condominium; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to his or her Unit and Limited Common Elements when needed by the Association to fulfill its duties; and (iv) agrees to refrain from actions that interfere with the Association or Master Association's maintenance and operation of the Property.

4.08. Association's and Master Association's Access 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 and Master 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:

- (a) To perform inspections and/or maintenance that is permitted or required of the Association or Master Association by the Documents, Master Documents or by Applicable Law.
- (b) To perform maintenance 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.
- (c) To enforce the Documents and Master Documents.
- (d) To exercise self-help remedies permitted by the Documents, Master Documents or by Applicable Law.

(e) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(f) To respond to emergencies.

(g) To perform any and all functions or duties of the Association or Master Association as permitted or required by the Documents, Master Documents or by Applicable Law.

4.09. Utility Easement. The Villas Condo Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. The Villas Condo Declarant, during the Development Period, and the Association thereafter, may grant easements over, under, and across the Units and Common Elements to the extent necessary or required to supply utility service to Units and the Common Elements; provided, however, that such easements 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, under, and across the Property for ingress, egress, 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 and may not unreasonably interfere with the use of a Unit for residential purposes. Utilities may include, but are not limited to, water, irrigation, sewer, trash removal, electricity, gas, electronic communications and internet, telephone, master or cable television, and security. Any easement granted pursuant to this *Section 4.09* must be approved in advance and in writing by the Villas Condo Reviewer. The Villas Condo Declarant may Record an easement agreement or easement relocation agreement, specifically locating or relocating any utility easement subsequent to the recordation of this Declaration, and each Owner, by acceptance of the deed to a Unit, hereby grants the Villas Condo Declarant an irrevocable power of attorney, coupled with an interest, with full power and authority to locate or relocate any utility easement.

4.10. Future Development Area Easement. The Villas Condo Declarant hereby reserves a perpetual, assignable, and non-exclusive easement over, on, under, and across the Property as reasonably necessary (i) for providing utilities and services to the Future Development Area; (ii) for the development, construction, erection, replacement, maintenance, or removal of any Improvements located or to be located within the Future Development Area; (iii) for repair, replacement, maintenance, or warranty purposes; (iv) for vehicular and pedestrian ingress and egress to and from the Future Development Area; (v) to exercise any rights reserved by the Villas Condo Declarant under this Declaration; and (vi) for such other purposes as the Villas Condo Declarant, in its sole discretion, determines that it is required or desires to do so. The Villas Condo Declarant shall repair any damage caused by its exercise of the easement reserved under this *Section 4.10*. The easement rights described in this *Section 4.10* may be exercised by the Villas Condo Declarant in connection with the development and use of the Future Development Area either as part of the Regime or as a separate project.

4.11. Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, the Villas Condo Declarant reserves for itself and for the Villas Condo Declarant's Designee the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Dwellings and the Units, and a perpetual nonexclusive easement of access throughout the Property

to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with Applicable Law. This *Section 4.11* may not be construed to create a duty for the Villas Condo Declarant, the Association, or any Designee of the Villas Condo Declarant or the Association and may not be amended without the Villas Condo Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to the Villas Condo Declarant, the Association, or any Designee of the Villas Condo Declarant or the Association, an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements, each Owner's Unit and all Improvements thereon for the purposes contained in this *Section 4.11*.

4.12. Subdivision Entry and Fencing Easement. The Villas Condo Declarant and Master Declarant reserve for itself and the Association and/or Master Association, an easement over and across the Property for the installation, location, maintenance, repair or replacement of certain subdivision entry facilities and fencing which serve the Property. The Villas Condo Declarant and Master Declarant will have the right, from time to time, to Record a written notice which identifies any subdivision entry facilities and fencing to which the easement reserved hereunder applies. The Villas Condo Declarant and Master Declarant and/or the Master Association or Association may maintain all or certain portions of the subdivision entry facilities and fencing as a Common Expense or Special Common Area Assessment payable by the Unit Owners.

ARTICLE 5 **DISCLOSURES**

5.01. Service Contracts. In connection with construction of a Unit, a Unit may have been wired or fitted for one or more services to be provided by vendors to the Owner on a contract basis, such as intrusion monitoring and cable television. In exchange for such installations, Master Declarant or the Villas Condo Declarant may have contracted on behalf of the Owner for a period of service to the Owner's Unit. In that event, whether or not an Owner chooses to use the service, the Owner may be required to pay the Unit's share of the contract for the contract period. The Association may serve as the conduit for the service fees and payments, which may be considered Regular Assessments or Individual Assessments. However, neither the Master Association nor the Association is the service provider, and shall have no responsibility or liability for the availability or quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.

5.02. Water Quality Facilities, Drainage Facilities and Drainage Ponds. The Property may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property. The Association or the District (as defined in the Master Covenant), as applicable, will be obligated to inspect, maintain and administer such water quality facilities, drainage facilities, and drainage ponds in good and functioning condition and repair. Each Owner is advised that any such water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Regime and may periodically hold standing water. Each Owner is advised that entry into the water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Rules.

5.03. Adjacent Thoroughfares and Property. The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

5.04. Use of Adjacent Property. No representations are made regarding the current or future use or zoning (if applicable) of adjacent property.

5.05. Outside Conditions. In every neighborhood there are conditions that different people may find objectionable. Accordingly, it is acknowledged that there may be conditions outside of the Property that an Owner or Resident may find objectionable, and it shall be the sole responsibility of an Owner or Resident to become acquainted with neighborhood conditions that could affect a Unit.

5.06. Changes to Street Names and Addresses. The Villas Condo Declarant may change, in its sole discretion, the Property name and the street names and addresses in or within the Property including the street address of the Unit before or after closing if required by Applicable Law.

5.07. Construction Activities. The Villas Condo Declarant, Homebuilder or its agents will be constructing portions of the Regime and engaging in other construction activities on the Property or the Future Development Area. 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 or property located on or within the Property. All Owners and Residents agree that such conditions within or on the Regime resulting from construction activities shall not be deemed a nuisance, and shall not cause the Villas Condo Declarant, Homebuilder, and its agents to be deemed in violation of any provision of this Declaration.

5.08. Moisture. Improvements may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Residents, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially, mildew, and/or mold.

5.09. Concrete. Minor cracks in poured concrete are inevitable as a result of the natural movement of soil (expansion and contraction) and shrinkage during the curing of the concrete and settling.

5.10. Water Runoff. The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. Water may pond on various portions of the Property having impervious surfaces.

5.11. Encroachments. Improvements may have been constructed on adjoining lands that encroach onto the Property. The Villas Condo Declarant gives no representations or warranties as to property rights, if any, created by such any such encroachments.

5.12. Budgets. Budgets prepared in conjunction with the operation and administration of the Regime are based on estimated expenses only without consideration for the effects of inflation and may increase or decrease significantly when the actual expenses become known.

5.13. Light and Views. The natural light available to and views from a Unit can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

5.14. Schools. No representations are being made regarding which schools may now or in the future serve the Unit.

5.15. Suburban Environment. The Property is located in a suburban environment. Land adjacent or near the Property may currently contain, or may be developed to contain in the future, residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in a suburban area. In addition to sound and vibration, there may be odors and light (from signs, streetlights, other buildings, car headlights and other similar items) in suburban areas. The Units are not constructed to be soundproof or free from vibrations. Sounds and vibrations can also be generated from sources located within a Unit or the Common Elements including heating and air conditioning equipment, pump rooms, other mechanical equipment, dogs barking and the playing of certain kinds of music.

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

5.17. Location of Utilities. The Villas Condo Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants, or storm drain inlets or basins.

5.18. Marketing. The Villas Condo Declarant's or Homebuilder's use of a sales center and/or model units or reference to other construction by the Villas Condo Declarant or Homebuilder is intended only to demonstrate the quality of finish detail, the basic floor plans and styles of the Units and Improvements available for purchase. The Units and Improvements may not conform to a model unit in any respect, or contain any or all of the amenities within a model unit, such as furnishings and appliances. The Villas Condo Declarant or Homebuilder may have shown prospective purchasers model homes, floorplans, sketches, drawings, and scale models of the project. Owner understands and agrees that these materials are subject to change, for display purposes only, and may not be incorporated into the Regime or any Unit. The Villas Condo Declarant and Homebuilder retain the right to obtain and use photography of the Property (including the Units and all Improvements) for publication and advertising purposes

5.19. Chemicals. Each Dwelling will contain products that have water, powders, solids and industrial chemicals, which will be used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of

molds, mildew, fungus or spores. The Villas Condo Declarant is not responsible for any illness or allergic reactions that an individual may experience as a result of mold, mildew, fungus or spores. It is the responsibility of the Owner to keep the Dwelling clean, dry, well ventilated and free of contamination

5.20. Planned Unit Development. The Property and the Development is subject to the terms and provisions of the Paso Robles Planned Development District, the terms of which may override certain zoning requirements and City ordinances which might otherwise be applicable to the Property. The Paso Robles Planned Development District may be subject to future modifications or additions from time to time. Acceptance of an interest in or title to Unit within the Regime, whether or not it is so expressed in the instrument of conveyance, shall constitute acquiescence by the Owner of such Unit to the applicability of the Paso Robles Planned Development District, and any such future modifications or additions thereto as may be approved from time to time by the City.

5.21. Security. THE ASSOCIATION AND/OR THE MASTER ASSOCIATION MAY, BUT ARE NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN, ON, OR WITHIN THE PROPERTY. EACH OWNER ACKNOWLEDGES AND AGREES, FOR HIMSELF, HERSELF, AND HIS OR HER RESIDENTS, THAT MASTER DECLARANT, THE VILLAS CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, THE MASTER ASSOCIATION, AND THEIR RESPECTIVE AFFILIATES AND DESIGNEES, ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND RESIDENT ACKNOWLEDGES AND ACCEPTS HIS OR HER SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR HIS OR HER OWN PERSON AND PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND RESIDENT FURTHER ACKNOWLEDGES THAT THE MASTER DECLARANT, THE VILLAS CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, THE MASTER ASSOCIATION, AND THEIR RESPECTIVE AFFILIATES AND DESIGNEES, HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR RESIDENT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE, BURGLARY, AND/OR INTRUSION SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN, WITHIN THE PROPERTY. EACH OWNER AND RESIDENT ACKNOWLEDGES AND AGREES THAT THE MASTER DECLARANT, THE VILLAS CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, THE MASTER ASSOCIATION, AND THEIR RESPECTIVE AFFILIATES AND DESIGNEES, MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

5.22. Injury to Person or Property. NEITHER THE MASTER DECLARANT, THE VILLAS CONDO DECLARANT, THE HOMEBUILDER, THE ASSOCIATION, NOR THE MASTER ASSOCIATION, NOR ANY OF EACH SUCH ENTITY'S RESPECTIVE AFFILIATES AND DESIGNEES, HAVE A DUTY OR OBLIGATION TO ANY OWNER OR THEIR RESIDENTS: (A) TO SUPERVISE MINOR CHILDREN OR ANY OTHER PERSON; (B) TO FENCE OR OTHERWISE ENCLOSE ANY LIMITED COMMON ELEMENT, GENERAL COMMON ELEMENT, OR OTHER IMPROVEMENT; OR (C) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER OR THEIR RESIDENTS FROM HARM OR LOSS. BY ACCEPTING TITLE TO A UNIT, EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION 5.22 ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE MASTER DECLARANT, THE VILLAS CONDO DECLARANT, THE HOMEBUILDER, THE ASSOCIATION, AND THE MASTER ASSOCIATION, AND EACH SUCH ENTITY'S RESPECTIVE AFFILIATES AND DESIGNEES. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS MASTER DECLARANT, THE VILLAS CONDO DECLARANT, HOMEBUILDER, THE ASSOCIATION, AND THE MASTER ASSOCIATION, AND THEIR RESPECTIVE

AFFILIATES AND DESIGNEES FROM ANY CLAIM (INCLUDING NEGLIGENCE) OF DAMAGES TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE PROPERTY TO THE EXTENT AND ONLY TO THE EXTENT SUCH ACCIDENT, INJURY, OR DAMAGES ARE CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER OR RESIDENT OF SUCH OWNER, AND TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION OR THE MASTER ASSOCIATION AT THE TIME OF SUCH ACCIDENT, INJURY, OR DAMAGES.

ARTICLE 6

UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

6.01. Initial Submitted Units and Maximum Number of Units. The Regime initially includes ninety (90) Units. Until the expiration of the Development Period, the Villas Condo Declarant or its Affiliates or Designees, as permitted in Appendix "A", has reserved the right to create a maximum of two thousand (2,000) Units on the Property, including the Future Development Area.

(a) Adding Units to the Regime. During the Development Period, as permitted in Appendix "A", the Villas Condo Declarant has the unilateral right to add additional Units to the Regime (the "**Added Units**"). To add Units to the Regime, the Villas Condo Declarant during the Development Period may, from time to time, Record an Amendment or Declaration of Annexation creating such Added Units. To add Units to the Regime, the Villas Condo Declarant shall prepare, execute, and Record an Amendment or Declaration of Annexation, along with amended Plat and Plans identifying the new Units, which such Amendment or Declaration of Annexation will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; (iii) describe Limited Common Elements, if any, assigned or designated to each new Unit; (iv) describe any additional General Common Elements, if any; and (v) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. No assurance is given as to the dispersion of the Added Units among the existing condominiums within certain portions of the Regime, the location of the Added Units, the total number of new Added Units, the size of such Added Units, or as to the type, structure, nature, or character of any Added Units or Common Elements to be constructed. The Villas Condo Declarant reserves the right to determine in its sole discretion the type, structure, nature, character, or location of any Added Units, Common Elements, or Improvements to be constructed. The Villas Condo Declarant further reserves the right to subject such Added Units to new, amended, modified, or supplemental covenants, rules, and restrictions of the Declaration through the Amendment or Declaration of Annexation. It is contemplated that there may be multiple Amendments or Declarations of Annexation Recorded by the Villas Condo Declarant, that such Amendments or Declarations of Annexation may contain modified use restrictions to address the various types of Added Units or Common Elements that may be located on or constructed within the Property by the Villas Condo Declarant, the Homebuilder, or their Designee, during the buildout of the Regime over the Development Period, and that such Amendments or Declarations of Annexation are hereby expressly authorized.

(b) Adding Future Development Area to the Regime. During the Development Period, as permitted in Appendix "A", the Villas Condo Declarant has the unilateral right to annex real property into the Regime and subject such real property to the Declaration and the jurisdiction of the Association. To add any portion of the Future Development Area to the Regime, the Villas Condo Declarant shall prepare, execute, and Record a Declaration of Annexation along with

amended Plat and Plans identifying the Added Property (as defined below) which such Declaration of Annexation will: (i) legally describe the portion of the Future Development Area to be annexed into the Property and become a part of the Regime (the “**Added Property**”); (ii) describe the new Units on the Added Property, if applicable, and assign an identifying number to each new Unit; (iii) describe the new Common Elements on the Added Property, if applicable; (iv) describe the new Limited Common Elements on the Added Property, if any, assigned or designated to each new Unit on the Added Property; (v) reallocate the Common Interest Allocation among all Units then existing within the Regime; (vi) set forth such new, amended, modified, or supplemental covenants, rules, and restrictions applicable to the Added Property, if any; and (vii) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Texas Uniform Condominium Act. No assurance is given as to the dispersion of new Units among the existing condominiums within certain portions of the Regime, the location of the Units, the total number of new Units, the size of such Units, or as to the type, structure, nature, or character of any Units or Common Elements to be constructed or located on such Added Property. The Villas Condo Declarant reserves the right to determine in its sole discretion the type, structure, nature, character, or location of any Units, Common Elements, or Improvements to be constructed as part of the Future Development Area. The Villas Condo Declarant further reserves the right to subject such Added Property to new, amended, modified, or supplemental covenants, rules, and restrictions of the Declaration through the Declaration of Annexation. It is contemplated that there may be multiple Declaration of Annexations Recorded by the Villas Condo Declarant, that such Declaration of Annexations may contain modified use restrictions to address the various types of Units or Common Elements that may be located on or constructed within the Added Property by the Villas Condo Declarant, the Homebuilder, or their Designee, during the buildout of the Regime over the Development Period, and that such Declaration of Annexations are hereby expressly authorized.

6.02. Plat and Plans. The Plat and Plans attached hereto as Exhibit “B” (as such may be amended from time to time) sets forth the following: (i) a general description and diagrammatic plan of the Regime; (ii) the location and dimension of all real property subject to the Development Rights, including the Future Development Area; (iii) all major Improvements, including each Unit, the floor(s), if applicable, and the numbers of the Units, and the Limited Common Elements appurtenant to each Unit; and (iv) such other information as is desirable or required pursuant to the Act, including a certification as to compliance with the Act. The measurements set forth on the Plat and Plans as to each Unit are approximate values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. NEITHER THE VILLAS CONDO DECLARANT NOR ANY AFFILIATES OR DESIGNEES OF THE VILLAS CONDO DECLARANT NOR ANY OWNER SHALL BE LIABLE TO ANY OTHER OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL MEASUREMENTS FROM THOSE SET FORTH ON THE PLAT AND PLANS OR IN ANY CONDOMINIUM PURCHASE CONTRACT TO WHICH THE VILLAS CONDO DECLARANT, THE HOMEBUILDER, OR ANY OWNER IS OR WAS A PARTY, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION. Upon completion of the construction of Improvements contemplated by the Villas Condo Declarant, if deemed necessary by the Villas Condo Declarant, the Villas Condo Declarant (without the joinder of any Owner) may file an Amendment to the Declaration amending the Plat and Plans to reflect the actual measurements for each Unit, any other appropriate changes, and amending Exhibit “E” attached to this Declaration to reflect the Common Interest Allocation and the Common Expense Liability based upon completion of construction.

6.03. Units.

(a) Unit Boundaries. The boundaries and identifying number of each Unit are shown on the Plat and Plans attached hereto as Exhibit "B". The boundaries of each Unit are further described as follows:

(i) *Lower Boundary of a Unit.* The horizontal plane corresponding to the finished grade of the land within the Unit boundaries shown on the Plat.

(ii) *Upper Boundary of a Unit.* The horizontal plane parallel to and fifty feet (50') above the lower boundary of the Unit.

(iv) *Lateral Boundary of a Unit.* The lateral boundaries of the Unit are as shown on the plat. On shared interior walls that are necessary for structural support and fire wall assemblies, i.e., walls between 2 Units, the Unit's lateral boundaries are the planes defined by the midpoints of such interior walls. The Unit on each side of such an interior wall extends to the middle of such interior wall.

(v) *Roof, Exterior Walls and Foundation* - The Units within the Regime are duplex style, with two Units sharing an adjoining roof, exterior walls and concrete slab foundation. The roof, exterior walls, shared common walls that are necessary for structural support and fire wall assemblies and concrete slab foundation are part of the Units and are defined in the Duet Declaration as Joint Structures.

(b) What a Unit Includes. Each Unit includes the spaces and Improvements within the lower, upper, and lateral boundaries defined in *Section 6.03(a)* above, including without limitation, windows, window screens and frames, exterior doors and door hardware, garage and garage door, attic area, firebox and fireplace flue. Each Unit also includes Improvements, fixtures, and equipment serving the Unit exclusively, whether located within, outside, or below the Unit, whether or not attached to or contiguous with the Unit, including but not limited to the following (if any): chimneys, water heaters, air conditioners, utility meters, fuse boxes, electrical switches, wiring, pipes, ducts, conduits, smoke detectors, security systems, television antennas, lighting fixtures, skylights, sewage injection pumps, sewage grinder pumps and any other below-grade item that serves a Unit exclusively. Each Unit excludes any chute, pipe, flue, duct, wire, or conduit running through a Unit for the purpose of furnishing utility and similar services to other Units and/or Common Elements.

(c) Dwelling Size. The space contained within the vertical and horizontal boundaries of the Unit is not related to the size of the Dwelling. Similarly, the Units are initially marketed on the basis of a limited number of representational floor plans, each of which is marked with a rounded and estimated size of air-conditioned space, taken from preconstruction architectural drawings. Those marketing sizes may vary from the size of the actual space contained within the Unit's vertical and horizontal boundaries and the actual area contained within the air conditioned space of the Unit.

6.04. Initial Designation of Limited Common Elements. Portions of the Common Elements may be allocated as Limited Common Elements on the Plat and Plans, attached hereto as Exhibit "B", by use of

"LCE" and the identifying number of the Unit to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

6.05. Subsequent Allocation of Limited Common Elements. A Common Element not allocated by this Declaration or the Plats and Plans as a Limited Common Element may be so allocated only pursuant to the provisions of the Act and by the Villas Condo Declarant pursuant to Appendix "A" attached to this Declaration. It is anticipated that additional land will be made subject to the Regime and may include streets and a gated entry that exclusively serves the additional land. Such internal streets and gated entry may be designated as Limited Common Elements.

6.06. Common Interest Allocation. The percentage of interest in the Common Elements (the "Common Interest Allocation") allocated to each Unit is set forth on Exhibit "E" and 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, including if the Villas Condo Declarant elects to improve and construct a Unit or Units on the Future Development Area and elects to include the Future Development Area within the Regime. Notwithstanding the foregoing, such reallocated Common Interest Allocations shall not be effective until the date the Unit or Units in the Future Development Area are added to the Regime pursuant to a Declaration of Annexation. In the event an Amendment to this Declaration or Declaration of Annexation is Recorded 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 to this Declaration or Declaration of Annexation is Recorded.

6.07. 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.

6.08. Association Votes. One (1) vote is allocated to each Unit for Association matters voted on by the Members. The one (1) 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 (1) vote appurtenant to each Unit is uniform and equal to the vote appurtenant to every other Unit.

6.09. Master Association Votes. The Master Declarant has reserved the right to include the Property within a Neighborhood (as such term is defined in the Master Covenant). Under the Master Covenant, Master Declarant has the right, but not the obligation, to establish a "**Representative System of Voting**" for the "**Development**", as such terms are defined in the Master Covenant. If Master Declarant establishes the Representative System of Voting, each Neighborhood will elect a "**Neighborhood Delegate**" (as such term is defined in the Master Covenant) to vote on certain matters requiring a vote of the Members of the Master Association, as more particularly described in the Master Covenant. Until such time as Master Declarant establishes a Representative System of Voting, if ever, and thereafter calls for the first election of a Neighborhood Delegate from the Neighborhood which includes the Units, the votes allocated to all Units a Unit created hereunder in the Master Association shall be exercised by the Unit Owner. The Notice of Annexation Recorded for the Property provides how many votes each Unit Owner holds in the Master Association.

6.10. Future Development Area. Any or all of the Future Development Area may be developed by the Villas Condo Declarant, but there shall be no obligation upon the Villas Condo Declarant to develop

the Future Development Area, or, if the Future Development Area is developed, to include the Future Development Area within the Regime, or to construct improvements of any kind or nature on or within the Future Development Area. The Villas Condo Declarant shall have the right to add or withdraw real property from the Future Development Area and to replat, re-zone, and change plans with respect to the Future Development Area, which Future Development Area, or the applicable portion thereof, shall not be deemed burdened by the terms and conditions of this Declaration unless and until all or such portion thereof is brought under the terms of this Declaration by a Declaration of Annexation. The Villas Condo Declarant may develop the Future Development Area under a completely separate project, condominium regime or Development Area. The Villas Condo Declarant makes no assurances as to the boundaries of the Future Development Area or the order in which the Villas Condo Declarant must exercise any Development Right relating to the Future Development Area. If the Villas Condo Declarant exercises any Development Right relating to any portion of the Future Development Area, the Villas Condo Declarant shall not have the obligation to exercise such Development Right in relation to any remaining portions of the Future Development Area.

ARTICLE 7

PRIVATE STREETS, PERIMETER FENCING AND LANDSCAPING

7.01. Private Streets. Any private streets located within the Property are General Common Elements and are administered and maintained by the Association, unless otherwise designated by the Villas Condo Declarant. 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 and Residents; (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. It is anticipated that the Added Property will be made subject to the Regime pursuant to a Declaration of Annexation and may include streets and a gated entry that exclusively serves the additional land. In such event, Declarant reserves the right, in the Declaration of Annexation adding Future Development Area to the Regime, to adopt a cost allocation which differs from the Common Expense Liability for the purpose of allocating expenses associated with the repair, maintenance, and replacement of streets, trails and gates within the Regime.

7.02. Perimeter Fencing. The perimeter fencing located outside the Property ("**Perimeter Fencing**") is maintained by the Master Association. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, hereby grants to the Master Association an easement of access and entry over, across, under, and through the Property, as may be necessary or convenient for the Master Association to maintain and repair the Perimeter Fencing.

7.03. Landscaping Services. The Association shall cause the **Landscaping Services** to be provided in accordance with the provisions of Exhibit "D".

(a) **Services Provided by Association.** Exhibit "D" describes the Landscaping Services presently anticipated to be provided by the Association. An easement over and across the Property and each Unit is hereby reserved on behalf of the Association for the purpose of providing such Landscaping Services. Each Owner acknowledges and agrees that the Landscaping Services will be determined and provided exclusively by the Association unless the Board

relinquishes or assigns such rights in a written instrument Recorded in the Official Public Records of Hays County, Texas. Landscaping Services will be funded through Regular Assessments.

(b) Owner's Maintenance or Repair of Yards. Any maintenance or repair performed on or within the Common Elements by an Owner or Resident that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Resident and the Owner and Resident shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or Resident of components otherwise the responsibility of the Association, it being understood that no repair or maintenance may be done to components otherwise the responsibility of the Association without the advance written consent of the Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or Resident in the event of any such unauthorized maintenance or repairs.

(c) Obligations and Easements Run with the Property. The obligations and easements set forth herein shall be covenants running with each Unit within the Property and it is hereby declared: (i) that each such Unit will be held, sold, conveyed, and occupied subject to the foregoing conditions, easements and restrictions which shall run with the Unit and shall be binding upon all parties having any right, title, or interest thereto, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to a Unit, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the foregoing conditions, easements and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this notice shall supplement and be in addition to the covenants, conditions, and restrictions of the Master Covenant and any other applicable covenant.

(d) Owner's Responsibility. In the event the Board relinquishes the right to provide Landscaping Services to all or any portion of the Common Elements, any maintenance or services provided by the Association prior to such relinquishment shall automatically become the responsibility of the Owners.

(e) No Amendment. This *Section 7.03* cannot be amended without the prior written consent of the Villas Condo Declarant and the Master Declarant.

ARTICLE 8

COVENANT FOR ASSESSMENTS

8.01. 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 Residents, including but not limited to maintenance of the real and personal property, management, and operation of the Association, and any expense reasonably related to the purposes for which the Property was developed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

8.02. 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 regarding any matter to which the Documents pertain. No Owner may be exempt from Assessment liability by such Owner's non-use of the Common Elements or abandonment of the Owner's 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.

8.03. Types of Assessments. There are six (6) types of Assessments: Regular, Special, Utility, Individual, Deficiency, and Master Assessments.

8.04. Regular Assessments.

(a) 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, Limited Common Elements serving more than one (1) Unit, and Improvements, equipment, signage, and property owned by the Association, except those Common Elements designated as to be maintained by the Master Association, if any.
- (ii) Provision of the Landscape Services to the Yard Areas.
- (iii) Maintenance examination and report, as required by *Section 11.03*.
- (iv) Utilities billed to the Association.
- (v) Services obtained by the Association and available to all Units, if any.
- (vi) Taxes on property owned by the Association and the Association's income taxes.
- (vii) Management, legal, accounting, auditing, and professional fees (including, without limitation, base compensation to the Repairs Consultant) for services to the Association.
- (viii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.
- (ix) Insurance premiums and deductibles.
- (x) Contributions to the Reserve Fund.

(xi) 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.

(b) Annual Budget-Regular. 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**”). The Budget will take into account the estimated income and Common Expenses for the year, contributions to the Reserve Fund, and a projection for uncollected receivables. The Board will make the Budget or a summary of the Budget available to each Owner, 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. To ensure budgetary controls on Association expenses, the Master Board shall have the right to elect to approve all Budget prepared by the Board, which such right may be exercised by the Master Board by providing written notice of same to the Board.

(c) 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 Regular Assessments for a given year is not changed by the Board, then the prior year’s amount will continue to be paid by the Owners until adjusted by the Board.

(d) 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.

8.05. 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 the Reserve Fund. 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 must be approved by 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.

8.06. Utility Assessments. This Section applies to utilities serving the Units and consumed by the Owner and/or Residents that are billed to the Association by the utility provider, and which may or may not be sub-metered by or through the Association. To pay the costs of such utility usage, the Board may allocate the Association’s utility charges among the Units served by any conventional and reasonable method and levy an assessment served for such Unit’s portion of such charges (the “**Utility Assessment**”). The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the method of allocation is reasonable.

8.07. Individual Assessments. The Board may levy an Individual Assessment against an Owner and the Owner’s Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges,

and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents or Master Documents; (iii) fines for violations of the Documents or Master Documents; (iv) transfer-related fees and resale certificate fees; (v) fees for estoppel letters and copies of the Documents or Master Documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner or the Residents; (viii) Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received, as reasonably determined by the Board; (ix) fees or charges levied against the Association on a per-Unit basis; (x) non-payment of charged by the Repairs Consultant; and (xi) "pass through" expenses for services to Units provided through the Association and to be paid by each Unit according to benefit received, as reasonably determined by the Board.

8.08. 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 maintenance, repair, replacement, and/or restoration of the Common Elements, as necessary, performed by the Association or its permittees if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments.

8.09. Reserve Fund Contribution. Upon the transfer of a Unit (including both transfers from the Villas Condo Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a reserve fund contribution to a Reserve Fund (as defined herein) may be paid from the transferee of the Unit to the Association for the Association's replacement reserve funds ("**Reserve Fund Contribution**") pursuant to a Recorded Adoption of Reserve Fund Contribution. If a Reserve Fund Contribution is collected, then each Reserve Fund Contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including the Villas Condo 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 Reserve Fund Contribution: (i) foreclosure of a deed of trust lien, tax lien, the Association's Assessment lien, or the Master Association's Assessment lien; (ii) transfer to, from, or by the Association or the Master Association; (iii) transfer to the Homebuilder; (iv) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (v) any grantee who is the domestic partner or former spouse of the grantor; (vi) any grantee that is a wholly-owned entity of the grantor; and (vii) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the Reserve Fund are not advance payments of Regular Assessments and are not refundable. **The Reserve Fund may not be used by the Villas Condo Declarant to defray any of its expenses, reserve contributions, or construction costs or to make up Budget deficits during the Declarant Control Period.** The Villas Condo Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Reserve Fund Contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

8.10. Master Assessments. Each Unit is subject to the terms and provisions of the Master Documents, and accordingly, each Owner will also be a mandatory member of the Master Association and be required to pay Master Assessments to the Master Association in accordance with the Master Documents, including, but not limited to, Special Common Area Assessments and Service Area Assessments. Under the Master Documents, each Unit will be allocated that number of "Assessment Units" (as defined in the Master Covenant) and votes set forth in the Notice of Annexation attributable to such Unit. The Master Declarant will determine such Assessment Units and votes in its sole and absolute

discretion. Unless the Master Association elects otherwise (which election may be made at any time), the Association will collect all Master Assessments payable to the Master Association in accordance with the Master Covenant. In lieu of the Master Association mailing a notice of Master Assessments to each Unit Owner, the Master Association has the option to mail a statement of Master Assessment to the Association for each of the Unit Owners. The Master Association's remittance of a statement of Master Assessments to the Association for the Unit Owners will not be construed as a waiver of the Master Association's right to collect Master Assessments from the Unit Owners. The Association will promptly remit all Master Assessments collected from Owners to the Master Association. If the Association fails to timely collect any portion of the Master Assessments due from the Owners, then the Master Association may collect such Master Assessments allocated to a Unit on its own behalf and enforce its lien against the Unit without joinder of the Association. The Association's right to collect Master Assessments on behalf of the Master Association is a license from the Master Association which may be revoked by written instrument at any time, and from time to time, at the sole and absolute discretion of the Master Board.

8.11. Due Date. Regular Assessments are due annually, with quarterly installments of the total annual Regular Assessments to be paid on the first calendar day of each quarter 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, Deficiency, and Master 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, Deficiency, or Master Assessment is given.

8.12. Reserve Funds. The Association shall establish and maintain one or more adequate reserve funds for the purposes set forth in this Section or elsewhere in this Declaration and such fund or reserve funds shall be referred to herein as a "**Reserve Fund.**" The purpose of the Reserve Fund is to pay for replacement, repair and maintenance of Common Elements, payments for unforeseen expenditures of any kind, to hold for future capital expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. The Reserve Fund shall be held in the name of the Association at all times, in a segregated fund under the control of the Association. The Villas Condo Declarant shall not be required to make contributions to the Reserve Fund that are separate from the Villas Condo Declarant's responsibility for payment of Assessments as set forth in Appendix "A". Except as provided herein, any deficits to the Reserve Fund shall be funded out of Regular Assessments. The Association may maintain a separate Reserve Fund for operations 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.

(a) Operations Reserves. The Association may maintain an operations Reserve Fund 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. A Reserve Fund for operations may be funded from Regular Assessments or Special Assessments.

(b) Replacement & Repair Reserves - Common Elements. The Association will maintain a replacement and repair Reserve Fund at a level that anticipates the scheduled replacement or major repair of components of the Common Elements. A Reserve Fund for the replacement and repair of Common Elements may be funded from Regular Assessments or Special Assessments.

8.13. Villas Condo Declarant's Right to Inspect and Correct Accounts. For a period of ten (10) years after termination or expiration of the Declarant Control Period, the Villas Condo Declarant reserves

for itself and for the Villas Condo Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts from the formation of the Association until the termination of the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of the Villas Condo Declarant. By way of illustration but not limitation, the Villas Condo Declarant may find it necessary to recharacterize an expense or payment to conform to the Villas Condo Declarant's obligations under the Documents or Applicable Law. This *Section 8.13* may not be construed to create a duty for the Villas Condo Declarant or a right for the Association, and may not be amended without the Villas Condo Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to the Villas Condo Declarant a right of access to the Association's books and records that is independent of the Villas Condo Declarant's rights during the Declarant Control Period and Development Period.

8.14. Association's Right to Borrow Money. The Board is granted the right to borrow money on behalf of the Association, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Board has the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred by the Association.

8.15. Limitation of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to Applicable Law. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of applicable Assessments, or reimbursed to the Owner if those Assessments are paid in full.

8.16. 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 9

ASSESSMENT LIEN

9.01. 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 such Owner's 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 the Villas Condo Declarant to the Association to secure the payment of Assessments.

9.02. 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) Master Assessments levied pursuant to the terms and provisions of the Master Documents; (iii) a Recorded deed of trust lien securing a loan for construction of Improvements upon the

Unit or acquisition of the Unit; (iv) a deed of trust or vendor's lien Recorded before this Declaration; or (v) 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.

9.03. 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.

9.04. 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, in the exercise of its lien rights, the Association may, at its option, cause a notice of the lien to be Recorded. Each lien filed by the Association must be prepared and Recorded by an attorney licensed to practice law in the State of Texas. 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.

9.05. 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 duly adopted by the Board.

9.06. 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 Section 51.002 and Section 82.113 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 a foreclosure sale initiated by it and to acquire, hold, lease, mortgage, and convey same.

9.07. Lien Rights under Master Declaration. In addition to the lien rights granted to the Association pursuant to the terms and provisions of this Declaration, 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 the Master Association, assessments levied in accordance with the Master Documents. Each Master Association assessment is a charge on the Unit and is secured by a continuing lien on the Unit as set forth in the Master Documents. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for Master Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit has been granted and conveyed by the Master Declarant under the Master Documents to the Master Association to secure the payment of the Master Association assessments.

ARTICLE 10
EFFECT OF NONPAYMENT OF ASSESSMENTS

10.01. Generally. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's 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 the Board or the Association's 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.

10.02. 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.

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

10.04. Collection Expenses. The Owner 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.

10.05. 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.

10.06. 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 thirty percent (30%) 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.

10.07. Assignment of Rents. Every Owner hereby grants to the Association a continuing assignment of rents to secure the payment of Assessments to the Association. If a Unit's account becomes delinquent during a period in which the Unit is leased, the Association may direct the Resident to deliver

rent to the Association for application to the delinquent account, provided the Association gives the Owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the Owner's right to a hearing before the Board. The Association must account for all monies received from a Resident and must remit to the Owner any rents received in excess of the past-due amount. A Resident's delivery of rent to the Association under the authority hereby granted is not a breach of the Resident's lease with the Owner and does not subject the Resident to penalties from the Owner.

10.08. 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.

10.09. 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.

10.10. 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: (i) Master Assessments, (ii) Individual Assessments, (iii) Deficiency Assessments, (iv) Special Assessments, (v) Utility Assessments and (vi) 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 Owner's account.

ARTICLE 11

MAINTENANCE AND REPAIR OBLIGATIONS

11.01. Overview. Unless otherwise provided in this Declaration or any Amendment or Declaration of Annexation, generally, the Association maintains the Common Elements and the Owner maintains the Owner's Unit. If any Owner fails to maintain its Unit in a neat, clean, and attractive manner and in good condition and repair in accordance with the Documents, as determined in the Board's sole discretion, the Association may perform the work at the Owner's expense, with the costs of any such repairs being levied as an Individual Assessment to the non-complying Owner. The respective maintenance obligations of the Association and each Owner are set forth in this Article and are summarized on Exhibit "F"; however, to the extent of any conflict between the provisions of this Article and the summary set forth on Exhibit "F", the provisions of this Article will control.

11.02. Association's Maintenance Obligations. 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 and any Limited Common Elements assigned to more than one (1) Unit. The Association also maintains, as a Common Expense, any component of a Unit delegated to the Association by this Declaration.

11.03. Inspection Obligations.

(a) **Contract for Services.** In addition to the Association's maintenance obligations set forth in this Declaration, the Association may contract with or otherwise retain the services of

independent, qualified, individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Common Elements. The Association shall contract with a Repairs Consultant to provide the services contemplated by a Duet Declaration. The Association shall be responsible for payment of the periodic or fixed based compensation to the Repairs Consultant that is required to retain the Repairs Consultant. The Owners of the Units within a Duet Residence Building shall be responsible for the charges by the Repairs Consultant for consulting services specifically pertaining to the Owners' Duet Residence Building in accordance with the provisions of the Duet Declaration. In the event that an Owner does not pay its share of costs charged by the Repairs Consultant in accordance with the provisions of the Duet Declaration, the Association may pay the Repairs Consultant on the non-paying Owner's behalf and levy an Individual Assessment on the non-paying Owner for reimbursement of such expenses.

(b) Schedule of Inspections. Inspections will take place in accordance with prudent business practices. A *Guide to Association's Examination of Common Elements* is attached to this Declaration as Exhibit "G". The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

(c) Notice to Villas Condo Declarant. During the Development Period, the Association shall, if requested by the Villas Condo Declarant, deliver to the Villas Condo Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide the Villas Condo Declarant (or its Designee) with a copy of all written reports prepared by the inspectors.

(d) Limitation. The provisions of this *Section 11.03* shall not apply during the Declarant Control Period unless otherwise directed by the Villas Condo Declarant.

11.04. Owner Responsibility. Unless otherwise provided in this Declaration or any Amendment or Declaration of Annexation, every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property:

(a) To maintain, repair, and replace such Owner's Unit and all Improvements constructed therein or thereon, and any Limited Common Elements assigned exclusively to such Owner's Unit.

(b) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration, any Amendment or Declaration of Annexation, or by agreement with the Association.

(c) 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.

(d) To be responsible for the Owner's willful or negligent acts and those of the Owner or Resident 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.

(e) The Duet Declaration further defines each Owner's rights and obligations with respect to an Owner's Unit and Joint Structures for attached Units. In the event of a conflict between the provisions of this Declaration and Duet Declaration, the Duet Declaration shall control.

11.05. Owner's Maintenance Obligations Specific to Adjoining Units pursuant to the Duet Declaration. The Regime consists of duplex style Units with each Unit sharing an adjoining wall with another Unit. Joint Structures, as defined in the Duet Declaration, require equal participation of the adjoining Unit Owners with respect to maintenance, repair and replacement. Any default in Owner maintenance, repair or replacement obligations set forth in this Declaration or the Duet Declaration are subject to the provisions of *Section 11.08* hereof. **EACH OWNER IS ADVISED AND ACKNOWLEDGES BY TAKING TITLE TO HIS\HER UNIT THAT, EXCEPT FOR LANDSCAPING SERVICES PROVIDED BY THE ASSOCIATION, THE ASSOCIATION DOES NOT MAINTAIN, REPAIR OR REPLACE ANY PORTION OF THE UNIT, DWELLING CONTAINED THEREIN, OR COMMON ELEMENTS ASSOCIATED WITH THE DWELLING AND THAT ALL SUCH MAINTENANCE, REPAIRS OR REPLACEMENT OF THE UNIT, DWELLING, AND COMMON ELEMENTS ASSOCIATED WITH THE DWELLING ARE THE RESPONSIBILITY OF THE OWNERS PURSUANT TO THE TERMS OF THE DUET DECLARATION. EACH OWNER IS FURTHER ADVISED AND ACKNOWLEDGES THAT CERTAIN COMPONENTS OF THE UNIT AND DWELLING MAINTENANCE, AND CERTAIN COMMON ELEMENTS ASSOCIATED WITH THE DWELLING, REPAIR OR REPLACEMENT RESPONSIBILITY SHALL BE COMPLETED JOINTLY BY OWNERS OF ADJOINING UNITS AS PROVIDED IN THE DUET DECLARATION, SUBJECT TO THE RIGHTS OF THE ASSOCIATION IN SECTION 11.08.**

11.06. Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by the Documents or Duet Declaration, the dispute will be resolved by the Repairs Consultant or Board. It is the intent of this *Article 11* that all components and areas not expressly delegated to the Association or the Master Association are the responsibility of the individual Owners.

11.07. Warranty Claims. If the Owner is the beneficiary of a warranty against defects to the Joint Structures or any 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 Joint Structures or Common Elements.

11.08. Owner's Default in Maintenance. Notwithstanding anything to the contrary as set forth in the Duet Declaration, 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, the cost of such action to be levied as 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 12

CONSTRUCTION AND USE RESTRICTIONS

12.01. Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Villas Condo Reviewer and the Kissing Tree Reviewer as set forth under *Article 13*.

12.02. Variance. The Property is subject to the restrictions contained in this Article, and subject to the Rules. The Villas Condo Declarant may grant a variance or waiver of a restriction of the Documents during the Development Period. The Board, with the Villas Condo Declarant's written consent during the Development Period, and the Master Board thereafter, may grant a variance or waiver of the Documents 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 authorized representative of the Villas Condo Declarant, the Master Board, and/or 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.

12.03. Villas Condo Declarant Privileges. In connection with the development and marketing of Units, the Villas Condo Declarant has reserved a number of rights and privileges that are not available to other Owners or Residents. The Villas Condo Declarant's exercise of a right or privilege that appears to violate the Documents does not constitute waiver or abandonment of applicable provision of the Documents.

12.04. Association's Right to Promulgate Rules and Amend Policy 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, modify, repeal, and enforce the Policy Manual, setting forth therein such policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion. During the Development Period, any modification, amendment, or repeal to the Policy Manual or the Rules, and each new policy or Rule, must be approved in advance and in writing by the Villas Condo Declarant.

12.05. Rules and Regulations. In addition to the restrictions contained in this *Article 12*, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

- (a) Use of Common Elements.
- (b) Hazardous, illegal, or annoying materials or activities on the Property.
- (c) The use of Property-wide services provided through the Association.
- (d) The consumption of utilities billed to the Association.

- (e) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.
- (f) The occupancy and leasing of Units.
- (g) Animals.
- (h) Vehicles.
- (i) Disposition of trash and control of vermin, termites, and pests.
- (j) Anything that relates to maintenance of the Property, operation of the Association, administration of the Documents, or the use and enjoyment of the Property by the Owners or the Residents.

During the Development Period, all Rules must be approved in advance and in writing by the Villas Condo Declarant. After termination or expiration of the Development Period, all Rules must be approved in advance and in writing by a Majority of the Association's Board.

12.06. 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 the Villas Condo Declarant (during the Development Period) and the Board thereafter, except as specifically provided herein.

12.07. 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.

12.08. Animals - Household Pets. The Board may adopt, amend, and repeal Rules regulating the type, size, number, location, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Resident shall be allowed no more than two (2) 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. The Board may require or effect the removal of any animal determined to be in violation of the Rules.

12.09. Firearms and Fireworks. The display or discharge of firearms or fireworks on the Common Elements is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting the firearms across the Common Elements to or from the Owner's Unit. The term "firearms" includes "B-B"

guns, pellet guns, and other firearms of all types, regardless of size, and shall also include, without limitation, sling shots, archery, and other projectile emitting devices.

12.10. Annoyance. No Unit may be used in any way that: (i) may reasonably be considered annoying to the Owners or the Residents; (ii) may be calculated to reduce the desirability of the Property as a residential neighborhood; (iii) may endanger the health or safety of an Owner or the Residents; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law; or (vi) creates noise or odor pollution. The Board has the sole authority to create Rules addressing prohibited behavior and activities on the Property and to determine what constitutes an annoyance.

12.11. Appearance. Both the exterior and the interior of the Improvements constructed within a Unit must be maintained in a manner so as not be unsightly when viewed from a street, Common Elements, or other Units. The Board will be the arbitrator of acceptable appearance standards.

12.12. Villas Condo Declarant Privileges. In connection with the development and marketing of the Property, as provided in this Declaration and Appendix "A" attached hereto, the Villas Condo Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Owners and Residents. The Villas Condo 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.

12.13. 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.

12.14. Garages. The original garage area of any Dwelling or Improvement constructed within a Unit may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein.

12.15. Landscaping. No Person may install new landscaping which is visible from adjacent Units or General Common Elements without the prior written authorization of the Board and the Villas Condo Reviewer.

12.16. Noise and Odor. The Rules may limit, discourage, or prohibit noise or odor producing activities and items in the Units and on the Common Elements.

12.17. Residential Use. The use of a Unit is limited exclusively to single-family residential purposes and only one single-family residence may be constructed within each Unit. This residential restriction does not, however, prohibit an Owner or Resident from using the Unit for personal business or professional pursuits provided that: (i) the uses are incidental to the use of the Unit as a residential dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the business or professional use; (iv) the business or professional use does not entail visits to the Unit by employees of the business or profession or the general public; and (v) the business or professional use does not interfere with Residents' use and enjoyment of their Units.

12.18. Signs. No sign of any kind may be displayed to the public view on any Unit without the prior written approval of the Villas Condo Reviewer, except for:

(a) Villas Condo Declarant Signs. Signs erected by the Villas Condo Declarant, Homebuilder, or erected with the advance written consent of the Villas Condo Declarant;

(b) Security Signs. One small security service sign per Unit, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Unit;

(c) Permits. Permits as may be required by Applicable Law;

(d) Religious Item on Door. An Owner or Resident is permitted to display or affix to the entry door or doorframe of the Owner's Unit one or more religious items provided the display of which is motivated by the Owner's or Resident's sincere religious belief and meets the specifications provided in this subsection. Religious items may be displayed or affixed to the entry door or doorframe of an Owner's Unit; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five (25) square inches (5" x 5" = 25 square inches). No religious item may be displayed or affixed to the entry door or doorframe of an Owner's Unit if said religious item: (i) threatens the public health or safety; (ii) violates Applicable Law; or (iii) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or doorframe of an Owner's Unit and may not extend beyond the outer edge of the doorframe. Nothing in this subsection may be construed in any manner to authorize an Owner or Resident to use a material or color for the entry door or doorframe of the Owner's Unit or to make an alteration to the entry door or doorframe that is not otherwise permitted pursuant to the Documents. The Association may remove any item which is in violation of the terms and provisions of this subsection. To the extent that any provisions of the Documents restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions;

(e) Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Unit, provided that the sign will be limited to: (i) a maximum face area of five square feet (5') on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (c) the sign must be removed within two (2) business days following the sale or lease of the Unit;

(f) Political Signs. Political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Unit, provided, that the sign may not exceed twenty-five square inches (25").

Except for signs which are erected by the Master Declarant, the Villas Condo Declarant, the Homebuilder, or erected with the advance written consent of the Villas Condo Declarant, no sign may be displayed in the window of any Improvement located on a Unit.

12.19. Solar Energy Device. The Villas Condo Reviewer may approve or deny a request from an Owner to install a Solar Energy Device within the boundaries of a Common Element in its sole discretion with or without any stated justification.

Solar Energy Devices may be installed on an Owner's Unit with the advance written approval of the Villas Condo Reviewer, as set forth below:

(a) Approval Application. To obtain Villas Condo Reviewer approval of a Solar Energy Device, the Owner shall provide the Villas Condo Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 7* of the Master Covenant.

(b) Approval Process. The Villas Condo Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 7* of the Master Covenant. The Villas Condo Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 12.19* below UNLESS the Villas Condo Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 12.19*, will create a condition that threatens the public health or safety. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or on the Common Elements must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 12.19* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Villas Condo Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the Owner's Unit or entirely within a fenced patio located on the Owner's Unit. If the Solar Energy Device will be located on the roof of the Unit, the Villas Condo Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Villas Condo Reviewer. If the Owner desires to contest the alternate location proposed by the Villas Condo Reviewer, the Owner should submit information to the Villas Condo Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the Owner's patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the Owner's Unit, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline of a Unit; (B) the Solar Energy Device must conform to the slope of the roof of the Owner's Unit and the top edge of the Solar Device must be parallel to the roofline; (C) the Solar Energy Device may not encroach onto the boundaries of the adjoining Unit or cause damage or impair the structural integrity of the adjoining Unit; and (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

12.20. Rainwater Harvesting Systems. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Villas Condo Reviewer. In cases where an Owner requests to install any Rainwater Harvesting System improvements within the boundaries of a Common Element, the Villas Condo Reviewer may approve or deny such request in its sole discretion with or without any stated justification.

(a) Application. To obtain the Villas Condo Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Villas Condo Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Villas Condo Reviewer will be made in accordance with *Article 12* of this Declaration. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 12.20* when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Villas Condo Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed within the Owner's Unit, as reasonably determined by the Villas Condo Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed within the Owner's Unit and any adjoining or adjacent street.

(iv) There is sufficient area within the Owner's Unit to install the Rainwater Harvesting System, as reasonably determined by the Villas Condo Reviewer.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Unit, or would otherwise be visible from a street, Common Element, or another Owner's Unit, the Villas Condo Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Element, or another Owner's Unit. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Unit, or would otherwise be visible from a street, Common Element, or another Owner's Unit, any additional regulations imposed by the Villas Condo Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Villas Condo Reviewer.

12.21. Flags. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**") within a Unit. Only two (2) Permitted Flagpoles are allowed per Dwelling and no flags or flagpoles are permitted in any location within the Property which constitutes Limited Common Elements or General Common Elements. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Villas Condo Reviewer. In cases where an Owner requests to install any flag within the boundaries of a Common Element, the Villas Condo Reviewer may approve or deny such request in its sole discretion with or without any stated justification.

Approval by the Villas Condo Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Unit ("**Freestanding Flagpole**"). The Villas Condo Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the Villas Condo Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

(a) Approval Application. To obtain the Villas Condo Reviewer approval of any Freestanding Flagpole, the Owner shall provide a request to the Villas Condo Reviewer in accordance with *Article 6* of the Master Design Guidelines, including the following information: (a) the location of the flagpole to be installed on the Unit; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Resident provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

(b) Approval Process. The decision of the Villas Condo Reviewer will be made in accordance with *Article 6* of the Master Design Guidelines. Any proposal to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 12.21* when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the Villas Condo Reviewer, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the Villas Condo Reviewer may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the Unit; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Section and may subject the Owner to fines and penalties. Any requirement imposed by the Villas Condo Reviewer to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

(c) Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the Villas Condo Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

- (i) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Unit, on which only Permitted Flags may be displayed;
- (ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;
- (iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');
- (iv) The flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;
- (v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;
- (vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;
- (vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;
- (viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and,

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

12.22. Antenna. The installation of only certain antennas shall be permitted on the Property, as further set forth below:

(a) Prohibited Antennas; Permitted Antennas. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc may be erected, maintained or placed on a Unit without the prior written approval of the Villas Condo Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the “**Permitted Antennas**”) will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Villas Condo Reviewer, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Villas Condo Declarant, Homebuilder, or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

(b) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Unit and may not encroach upon any street, General Common Elements, Limited Common Elements, or any other portion of the Regime. A Permitted Antenna may be installed in a location on the Unit from which an acceptable quality signal can be obtained and where least visible from the street and the rest of the Regime, other than the Unit. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Villas Condo Reviewer are as follows:

(i) attached to the back of the residence constructed on the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street; then

(ii) attached to the side of the residence constructed on the Unit, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street.

The Villas Condo Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirecTV or Dish satellite dishes, are permitted, HOWEVER, Owners are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Villas Condo Reviewer from time to time. Please contact the Villas Condo Reviewer for the current rules regarding installation and placement.

12.23. Standby Electric Generators. The installation, operation and maintenance of any approved Standby Electric Generators must comply with the following provisions. In cases where an Owner requests to install any Standby Electric Generator within the boundaries of a Common Element, the Villas Condo Reviewer may approve or deny such request in its sole discretion with or without any stated justification.

- (a) The installation and maintenance of any Standby Electric Generator must be in compliance with manufacturer's specifications and all Applicable Law;
- (b) The installation of all electrical, plumbing and fuel line connections must be performed only by licensed contractors;
- (c) The installation of all electrical connections must be performed in accordance with Applicable Law;
- (d) The installation of all natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be performed in accordance with Applicable Law;
- (e) The installation of all liquefied petroleum gas fuel line connections must be performed in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other Applicable Law;
- (f) The installation and maintenance of non-integral Standby Electric Generator fuel tanks must comply with applicable municipal zoning ordinances and other Applicable Law;
- (g) All Standby Electric Generators and their electrical lines and fuel lines must be maintained in good condition. In addition, the repairing, replacing and removal of any deteriorated or unsafe component of the Standby Electric Generator, including electrical or fuel lines, is required;
- (h) Owners must screen the Standby Electric Generator if it is:
 - (i) Visible from the street faced by a residence; or
 - (ii) Located in an unfenced side or rear yard of a residence and is visible either from an adjoining Lot or from adjoining Common Element; or

(iii) Located in a fenced side or rear yard and is visible either from an adjoining Unit or from adjoining Common Elements (*i.e.*, through wrought iron or aluminum fencing);

(i) Any periodic testing of the Standby Electric Generator consistent with the manufacturer's recommendation must only be performed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday;

(j) Use of a Standby Electric Generator to generate all or substantially all of the electrical power to a Lot is strictly prohibited, except when utility-generated electrical power is not available or is intermittent due to causes other than nonpayment for utility service;

(k) No Standby Electric Generator shall be located on Common Elements; and

(l) No Standby Electric Generator may be installed prior to obtaining written approval pursuant to *Article 13*.

12.24. Vehicles; Resident Parking. All vehicles on the Property, whether owned or operated by the Residents or their families, are subject to this *Section 12.24* and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle that 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. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. Unless otherwise approved by the Board, no on-street parking is allowed. The Association may affect the removal of any vehicle in violation of this *Section 12.24* or the Rules without liability to the owner or operator of the vehicle.

12.25. Wireless Internet Systems. A wireless Internet communication network ("WiFi System") may be installed or otherwise used in a Unit provided precautions are taken to insure against interfering with, disturbing, or intercepting computer, communications, or other permitted electronic signals, networks, or systems installed in other portions of the Regime. The Board may establish reasonable requirements relating to the installation of WiFi Systems that must be complied with, including, without limitation, requiring assurance from the installation of the system that proper precautions are being taken. Notwithstanding the foregoing, compliance with requirements relating to the installation of WiFi Systems is not a guarantee that any WiFi System installed or otherwise used in a Unit will not interfere with, disturb, or intercept other signals, networks, or systems within the Regime. The Association may require that any WiFi System found to cause such problems be terminated.

ARTICLE 13

VILLAS CONDO REVIEWER

13.01. KISSING TREE REVIEWER. PURSUANT TO THE MASTER COVENANT, EACH OWNER OF A CONDOMINIUM UNIT IS REQUIRED TO COMPLY WITH THE MASTER DESIGN GUIDELINES, UNLESS OTHERWISE APPROVED BY THE KISSING TREE REVIEWER. NO IMPROVEMENTS OR MODIFICATIONS OR ADDITIONS TO IMPROVEMENTS BY OWNERS SHALL BE CONSTRUCTED ON ANY PORTION OF THE PROPERTY UNTIL APPROVAL IS OBTAINED BY THE KISSING TREE REVIEWER. NOTWITHSTANDING ANY

PROVISION HEREOF TO THE CONTRARY, THE REVIEW AND APPROVAL OF THE KISSING TREE REVIEWER AND COMPLIANCE WITH THE MASTER DESIGN GUIDELINES IS IN ADDITION TO THE ARCHITECTURAL CONTROL AND REVIEW ESTABLISHED HEREUNDER AND NO IMPROVEMENTS MAY BE CONSTRUCTED ON ANY PORTION OF THE PROPERTY WITHOUT ALSO OBTAINING THE ADVANCE WRITTEN APPROVAL OF THE VILLAS CONDO REVIEWER AS PROVIDED HEREIN. IN THE EVENT OF A CONFLICT BETWEEN THE TERMS AND PROVISIONS OF THE MASTER DESIGN GUIDELINES AND THE CONDOMINIUM DESIGN GUIDELINES, IF ADOPTED PURSUANT TO THIS DECLARATION, THE TERMS OF THE CONDOMINIUM DESIGN GUIDELINES WILL CONTROL.

13.02. Architectural Control. During the Development Period, neither the Association or Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Until expiration of the Development Period, the Villas Condo Reviewer for Improvements is the Villas Condo Declarant or its Designee, the Kissing Tree Reviewer, and the Homebuilder pursuant to the Partial Assignment of Development Rights attached as Appendix "B" and they shall, unless otherwise set forth herein, exercise any and all rights of the under this Declaration. No Improvement constructed or caused to be constructed by the Villas Condo Declarant will be subject to the terms and provisions of this *Article 13* and need not be approved in accordance herewith.

(a) Villas Condo 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 during the Development Period, no Improvements will be started or progressed without the prior written approval of the Villas Condo Declarant, which approval may be granted or withheld at the Villas Condo Declarant's sole discretion. In reviewing and acting on an application for approval, the Villas Condo Declarant may act solely in its self-interest and owes no duty to any other person or any organization. The Villas Condo Declarant may designate one or more persons from time to time to act on its behalf in reviewing and responding to applications.

(b) Delegation by Villas Condo Declarant. During the Development Period, the Villas Condo Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights under this Article to an architectural control committee appointed by the Board or a committee comprised of architects, engineers, or other 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 rights of the Villas Condo Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) to veto any decision which the Villas Condo Declarant in its sole discretion determines to be inappropriate or inadvisable for any reason. The Villas Condo Declarant is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Villas Condo Declarant; (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.

13.03. Architectural Control by Association. Unless and until such time as the Villas Condo Declarant delegates all or a portion of its reserved rights to the Board, or the Development Period is terminated or expires, the Association has no jurisdiction over architectural matters. On termination or expiration of the Development Period, or earlier if delegated in writing by the Villas Condo Declarant, the

Association, acting through an architectural control committee (the “**Condominium ACC**”) will assume jurisdiction over architectural control and will have the powers of the Villas Condo Reviewer hereunder.

(a) Condominium ACC. The Condominium ACC will consist of at least three (3) but no more than seven (7) persons appointed by the Board. Members of the Condominium ACC serve at the pleasure of the Board and may be removed and replaced at the Board’s discretion. At the Board’s option, the Board may act as the Condominium ACC, in which case all references in the Documents to the Condominium ACC will be construed to mean the Board. Members of the Condominium ACC need not be Owners or Residents, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

(b) Limits on Liability. The Condominium ACC has sole discretion with respect to taste, design, and all standards specified in this Article. The members of the Condominium ACC have no liability for the Condominium ACC’s decisions made in good faith, and which are not arbitrary or capricious. The Condominium ACC is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Condominium ACC; (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.

13.04. Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Villas Condo Reviewer. The Villas Condo Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property and the Development. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of a Unit, provided that such action is not visible from any other portion of the Development or Property.

13.05. Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to subdivide or consolidate Condominium Units, a proposal for such subdivision or consolidation will be submitted in accordance with the Condominium Design Guidelines, if any, or any additional rules adopted by the Villas Condo Reviewer together with any review fee which is imposed by the Villas Condo Reviewer in accordance with *Section 13.05(b)*. No subdivision or consolidation will be made, nor any Improvement placed or allowed on any Condominium Unit, until the plans and specifications and the contractor which the Owner intends to use to construct the proposed Improvement have been approved in writing by the Villas Condo Reviewer. The Villas Condo Reviewer may, in reviewing such plans and specifications, consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Villas Condo Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Villas Condo Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Villas Condo Reviewer, in its sole discretion, may require. Site plans must be approved by the Villas Condo Reviewer prior to the clearing of any

Condominium Unit, or the construction of any Improvements. The Villas Condo Reviewer may refuse to approve plans and specifications for proposed Units, or for the subdivision or consolidation of any Condominium Unit on any grounds that, in the sole and absolute discretion of the Villas Condo Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(b) Condominium Design Guidelines. The Villas Condo Reviewer will have the power, from time to time, to adopt, amend, modify, or supplement the Condominium Design Guidelines which may apply to all or any portion of the Property. In the event of any conflict between the terms and provisions of the Condominium Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the Villas Condo Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the Villas Condo Reviewer and used to defray the administrative expenses and any other costs incurred by the Villas Condo Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Villas Condo Reviewer will be distributed to the Association at the end of each calendar year. The Villas Condo Reviewer will not be required to review any plans until a complete submittal package, as required by this Declaration and the Condominium Design Guidelines, is assembled and submitted to the Villas Condo Reviewer. The Villas Condo Reviewer will have the authority to adopt such additional or alternate procedural and substantive rules and guidelines not in conflict with this Declaration (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(c) Failure to Act. In the event that any plans and specifications are submitted to the Villas Condo Reviewer as provided herein, and the Villas Condo Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Villas Condo Reviewer may grant variances from compliance with any of the provisions of the Documents, when, in the opinion of the Villas Condo Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if the Villas Condo Declarant has assigned its rights to the Condominium ACC, must be approved by the Villas Condo Declarant until expiration or termination of the Development Period, a Majority of the Board, and a Majority of the members of the Condominium ACC. Each variance must also be Recorded; provided, however, that failure to Record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Villas Condo Reviewer, the Villas Condo Declarant, the Board or the Condominium ACC. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Documents will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Documents for any purpose, except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Documents.

(e) Duration of Approval. The approval of the Villas Condo Reviewer of any final plans and specifications, and any variances granted by the Villas Condo Reviewer will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred eighty (180) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Villas Condo Reviewer, and the Villas Condo Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 13.05(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Villas Condo Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Villas Condo Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Villas Condo Reviewer.

(g) Non-Liability of Reviewer. NEITHER THE MASTER DECLARANT, THE VILLAS CONDO DECLARANT, THE BOARD, THE KISSING TREE REVIEWER, NOR THE VILLAS CONDO REVIEWER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE VILLAS CONDO REVIEWER'S DUTIES UNDER THIS DECLARATION.

13.06. Limits on Liability. NEITHER THE VILLAS CONDO DECLARANT, THE MASTER DECLARANT, THE BOARD, THE MASTER BOARD, NOR THE KISSING TREE REVIEWER, NOR ANY OF THE DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, NOR AGENTS OF EACH OF THE AFOREMENTIONED ENTITIES, WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE VILLAS CONDO REVIEWER'S DUTIES UNDER THIS DECLARATION. NEITHER THE DECLARANT, NOR THE BOARD, NOR THEIR DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES NOR AGENTS ARE RESPONSIBLE FOR: (I) ERRORS IN OR OMISSIONS FROM THE PLANS AND SPECIFICATIONS SUBMITTED TO THE VILLAS CONDO REVIEWER; (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. 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.

ARTICLE 14

UNIT LEASING

14.01. Leasing Restriction. Notwithstanding any provision in this Declaration to the contrary, in order to preserve the high standards of maintenance and care and the other benefits from a low turnover of occupants, no more than fifty percent (50%) of the annexed Units within the Regime may be rented or leased in the same period of time (the "**Leasing Cap**"). The Villas Condo Declarant and the Board shall have the express power and authority to prohibit an Owner from leasing or renting their Unit in the event the Villas Condo Declarant or the Board determine such lease or rental will exceed the Leasing Cap.

14.02. Lease Conditions. The leasing of Units is subject to the following conditions: (i) no Unit may be rented for transient purposes, as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, or any similar purpose, or for a period less than six (6) months; (ii) not less than an entire Unit may be leased; (iii) all leases must be in writing and must be made subject to the Documents and the Master Documents; (iv) an Owner is responsible for providing the Resident with copies of the Documents and Master Documents and notifying the Resident of changes thereto; and (v) each Resident is subject to and must comply with all provisions of the Documents, the Master Documents, and Applicable Law. The Board may adopt additional Rules which further limit the leasing of Units, and shall have the express power and authority to adopt a leasing permit system which limits the number of Units which may be leased at any one time, provided, that the leasing rules and leasing permit system is not otherwise prohibited by the requirements and/or guidelines promulgated by an Underwriting Lender. Notwithstanding the foregoing provision, any additional leasing restrictions and any leasing permit system must be approved in advance and in writing by the Villas Condo Declarant until expiration or termination of the Development Period. Notwithstanding the lease conditions in this *Section 14.02*, Villas Condo Declarant shall have the right to implement a vacation rental program and reserves the right to market certain Units as short-term or shared vacation rentals pursuant to the Vacation Rental Program provided for in *Section 9.02* of the Master Covenant. If Villas Condo Declarant implements such Vacation Rental Program, Villas Condo Declarant shall have the power to make and adopt rules and regulations applicable to the Vacation Rental Program in its sole discretion.

14.03. 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 Resident, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(a) Compliance with Master Documents and Documents. The Resident shall comply with all provisions of the Documents and the Master Documents shall control the conduct of all other Residents of the leased Unit, as applicable, in order to ensure such compliance. The Owner shall cause all Residents of the Owner's Unit to comply with the Documents and the Master Documents and shall be responsible for all violations by such Residents, notwithstanding the fact that such Residents of the Unit are fully liable and may be sanctioned for any such violation. If the Resident violates the Documents or the Master Documents or a Rule for which a fine is imposed, notice of the violation shall be given to the Owner and the Resident, and such fine may be assessed against the Owner or the Resident. Unpaid fines shall constitute a lien against the Unit.

(b) 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 Resident during the period of delinquency, and, upon request by the Board, the Resident 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 Resident 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.

(c) Violation Constitutes Default. Failure by any Resident to comply with the Documents, the Master Documents 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 or her rights as a landlord for tenant's breach of lease. If the Resident's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his or her tenant's compliance, then the Association or the Master Association has the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the Resident.

(d) 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 Master 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 Master Documents against the Residents, including but not limited to the authority to institute forcible detainer proceedings, provided the Master Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Master Documents.

(e) Master Association and Association Not Liable for Damages. The Owner of a leased Unit is liable to the Association or the Master Association for any expenses incurred by the Master Association or the Association in connection with enforcement of the Documents or Master Documents against the Resident. Neither the Association nor the Master Association is liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Master Association's enforcement of the Master Documents or the Association's enforcement of the Documents against the Resident.

ARTICLE 15

ASSOCIATION OPERATIONS

15.01. Board. Unless the Documents expressly reserve a right, action, or decision to the Owners, the Villas Condo 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."

15.02. 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 Applicable Law. 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.

15.03. Name. A name is not the defining feature of the Association. Although the initial name of the Association is the Kissing Tree Villas Condominiums Association, Inc., the Association may operate under any name that is approved by the Board and: (i) filed with the Hays County Clerk as an assumed name; or (ii) filed with the Secretary of State of Texas as the name of the filing entity. The Association may also change its name by amending the Documents, except in the event the corporate charter has been revoked and the name "Kissing Tree Villas Condominiums Association, Inc." is no longer available. In such event, the Board will cause a notice to be Recorded stating the current name of the Association.

Another legal entity with the same name as the Association, or with a name based on the name of the Property, is not the Association, which derives its authority from this Declaration.

15.04. Duration. The Association was formed as of the date on which the Certificate was filed with the Texas Secretary of State. The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

15.05. 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.

15.06. 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 holding 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, 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.

15.07. 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. Except as otherwise provided in this Declaration, if a Unit is owned by more than one Person, each co-Owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

15.08. Manager. The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. To assist the Board in determining whether to delegate a function, a *Guide to Association's Major Management & Governance Functions* is attached to this Declaration as Exhibit "H" (the "**Guide**"). The Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Guide, however, may not be construed to create legal duties for the Association and its board members, officers, employees, and agents. Rather, the Guide is intended as a tool or an initial checklist for the Board to use periodically when considering a delegation of its functions. As a list of functions that owners associations commonly delegate to a manager, the Guide should not be considered as a complete list of the Board's duties, responsibilities, or functions. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

15.09. 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 Chapter 22 of the Texas Business

Organizations Code and the Act. The Association, upon the request of a prospective purchaser of a Unit, will provide the prospective purchaser with a copy of the Documents and the most recent audited financial statements of the Association. The Association will be permitted to charge a reasonable fee for copies of such Documents and statements.

15.10. Indemnification. The Association indemnifies every officer, director, and committee member (for purposes of this *Section 15.10*, “**Leaders**”) against expenses, including attorney’s fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his or her willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors’ and officers’ liability insurance to fund this obligation.

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

(a) 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 subsection, 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, phone number, and driver’s license number, if any;; (iii) any Mortgagee’s name and address, and any loan number; (iv) the name and phone number of any Resident other than the Owner; and (v) the name, address, and phone number of Owner’s managing agent, if any.

(b) 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.

(c) Compliance with Documents. Each Owner will comply with the Documents as may be amended from time to time.

(d) Reimburse for Damages. Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner or a Resident of the Owner’s Unit.

(e) Liability for Violations of Documents. Each Owner is liable to the Association for violations of the Documents by the Owner or a Resident of the Owner’s Unit, and for costs incurred by the Association to obtain compliance, including attorney’s fees whether or not suit is filed.

(f) Liability for Violations of Master Documents. Each Owner is liable to the Master Association for violations of the Master Documents by the Owner or a Resident of the Owner’s Unit, and for costs incurred by the Master Association to obtain compliance, including attorney’s fees whether or not suit is filed.

15.12. Unit Resales. This *Section 15.12* applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than the Villas Condo Declarant:

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

(b) 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.

(c) 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 Assessments or Special Assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees are not subject to the Association's assessment lien, and are not payable by the Association. This *Section 15.12(c)* does not obligate the Board to levy transfer-related fees.

(d) Exclusions. The requirements of *Section 15.12* do not apply to the following transfers: (i) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's Assessment lien; (ii) conveyance by a mortgagee who acquires title by foreclosure or deed in lieu of foreclosure; 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) a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; (v) a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (vi) a disposition by a government or governmental agency. Additionally, the requirements of this *Section 15.12* do not apply to the initial conveyance from the Villas Condo Declarant.

ARTICLE 16

ENFORCING THE DOCUMENTS

16.01. Notice and Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments or before levying an Individual Assessment for property damage), 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 Resident 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 hearings, provided they are consistent with Applicable Law.

16.02. Remedies. The remedies provided in this *Article 16* 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:

(a) 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.

(b) Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or a Resident 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.

(c) Suspension. The Association may suspend the right of Owners and Residents to use Common Elements (except rights of ingress and egress) for any period during which the Owner or a Resident violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

(d) 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.

(e) 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.

16.03. 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.

16.04. 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.

16.05. 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 Master Documents or the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Master Documents or the Documents or the restraint of violations of the Master Documents or 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.

16.06. Right of Action by Owners by Association; Release. The Owners, acting collectively or individually, shall have the right to maintain actions against the Association for its willful failure to comply with the provisions of the Act, this Declaration or the Bylaws or its willful failure to perform its duties and responsibilities hereunder; provided, however, except as otherwise provided by the Documents, no other action shall be brought against the Association or its Affiliates, Designees, predecessors, successors, consultants, insurers, or sureties, by the Owners, or the Association. Subject to the Association's obligations under this Declaration, except as otherwise provided by the Documents, each Owner hereby releases, acquits and forever discharges the Association, and its Affiliates, Designees, predecessors, successors, consultants, insurers, or sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of, repair or restoration of, or the sale to the Owners of the Units, or the Common Elements. This release shall release and forever discharge the Association and its Affiliates, Designees, predecessors, successors, consultants, insurers, sureties and assigns, from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

16.07. Right of Action by Association. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 22.01(a)* below, relating to the design or construction of a Unit (whether one or more). The foregoing sentence is expressly intended to remove from the power of the Association the right, under Section 82.102 of the Act, to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on behalf of two (2) or more Owners on matters affecting the Regime. This *Section 16.07* may not be amended or modified without the Villas Condo Declarant's written and acknowledged consent, which must be part of the Recorded Amendment.

16.08. Enforcement by Master Association and Master Declarant. The Master Association or Master Declarant shall have the right, but not the obligation, to enforce any violation of the terms and provisions of the Master Documents. In the event the Master Association or Master Declarant elects to enforce the Master Documents, and except in the case of an emergency (an emergency for the purpose of this *Section 16.08* shall mean any violation which may damage all or any portion of the Development or the "Property", as such term is defined in the Master Covenant, or cause physical injury to any Person), the Master Association or Master Declarant will provide written notice to the Villas Condo Declarant, during the Development Period, and the Board, which notice will describe the violation in reasonable detail (the "**Violation Notice**"). If the Villas Condo Declarant or the Association fail to remedy the violation specified in the Violation Notice on or before the expiration or thirty (30) days after receipt of such notice, or fail to exercise diligent and good faith efforts to cause the violation to be corrected (which may include initiating appropriate enforcement actions against an Owner in accordance with the Master Documents),

the Master Association or Master Declarant may, but shall in no event have the obligation, to initiate enforcement actions against the Owner for such violation. If the Master Association or Master Declarant initiates an enforcement action against an Owner, the Master Association or Master Declarant, as the case may be, will have the same enforcement and cost recovery rights reserved on behalf of the Association pursuant to this *Article 16*.

NEITHER MASTER DECLARANT NOR THE MASTER ASSOCIATION HAVE A DUTY OR OBLIGATION TO THE ASSOCIATION, THE VILLAS CONDO DECLARANT, ANY OWNER OR THEIR RESIDENTS TO ENFORCE THE DOCUMENTS.

ARTICLE 17 **INSURANCE**

17.01. General Provisions. The broad purpose of this *Article 17* 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. The Board will make every reasonable effort to comply with the requirements of this *Article 17*.

(a) Unavailability. The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this *Article 17* 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.

(b) 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.

(c) 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 Resident who is not under the Association's control.

(d) 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.

(e) 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 Mortgagees, and the insurer will give Mortgagees, prior notices of cancellation, termination, expiration, or material modification.

(f) 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 Resident, 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 *Section 16.01* of this Declaration.

17.02. Property Insurance. The Association will obtain property insurance in accordance with Section 82.111(a) of the Act. The insurance must be 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. All hazard and flood insurance policies which include any Units must also have the standard mortgagee clause.

(a) Common Property Insured. If insurable, the Association will insure: (i) General Common Elements; (ii) Limited Common Elements assigned to more than one (1) Unit; and (iii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

(b) Units Not Insured by Association. **THE ASSOCIATION DOES NOT MAINTAIN PROPERTY INSURANCE ON THE UNITS, UNLESS DETERMINED OTHERWISE BY THE DECLARANT DURING THE DEVELOPMENT PERIOD OR THE BOARD THEREAFTER.** Accordingly, each Owner will be obligated to maintain comprehensive homeowner's property insurance (including property and casualty and liability coverage) on such Owner's Unit, the Joint Structures enclosing an Owner's Unit (in accordance with the terms of a Duet Declaration), any Limited Common Elements assigned exclusively to such Owner's Unit and the Owner's personal property and including coverage on any betterments and Improvements constructed within or exclusively serving such Unit. Each Owner's individual insurance policy shall be 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. **EACH OWNER SHALL MAINTAIN ADEQUATE, COMPREHENSIVE HOMEOWNERS INSURANCE FOR AN OWNER'S UNIT. THE ASSOCIATION DOES NOT INSURE AN OWNER'S UNIT OR THE JOINT STRUCTURES ENCLOSING A UNIT (AS PROVIDED IN A DUET DECLARATION) AGAINST ANY LOSSES OR CLAIMS. EACH OWNER SHOULD CAREFULLY READ AND UNDERSTAND THIS ARTICLE AND SECTION 6 OF THE DUET DECLARATION DEALING WITH INSURANCE. EACH OWNER IS ADVISED TO CONSULT WITH AN INSURANCE PROFESSIONAL TO DETERMINE ANY ADDITIONAL COVERAGE NEEDED BY AN OWNER TO PROPERLY INSURE AN OWNER'S UNIT. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND**

RESIDENT PURCHASE AND MAINTAIN INSURANCE ON SUCH OWNER'S OR RESIDENT'S PERSONAL BELONGINGS. Failure of an Owner to obtain the insurance coverage described in this Section 17.02(b) may result in the Association obtaining the required insurance coverage on the Owner's behalf. The cost of such insurance coverage required to bring the Owner into compliance with the provisions of this Section 17.02(b) shall be levied as an Individual Assessment to the non-complying Owner.

(c) **Endorsements.** To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender.

17.03. Liability Insurance. The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Resident within their Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. 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.

17.04. Worker's Compensation. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of Applicable Law or if the Board deems it necessary.

17.05. Fidelity Coverage. The Association will maintain blanket fidelity coverage for any Person who handles or is responsible for funds held or administered by the Association, whether or not the Person is paid for his or her services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including the Reserve Fund, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to three (3) months of Regular Assessments on all Units. A management agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages.

17.06. Directors and Officers Liability. The Association will 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.

17.07. Other Policies. The Association may maintain any additional insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

ARTICLE 18

RECONSTRUCTION OR REPAIR AFTER LOSS

18.01. Subject to Act. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

18.02. Restoration Funds. For purposes of this *Article 18*, "**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.

(a) 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.

(b) 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.

(c) 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 or her, 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.

18.03. Costs and Plans.

(a) 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.

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

18.04. Owner's Duty to Repair. Unless otherwise approved by the Villas Condo Reviewer, within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of the Owner's 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 Villas Condo Reviewer, the residence must be repaired and restored substantially in accordance with original construction plans and specifications.

18.05. 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 19 TERMINATION AND CONDEMNATION

19.01. 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.

19.02. Termination. Termination of the terms of this Declaration and the Regime will be governed by Section 82.068 of the Act and *Section 20.04* below.

19.03. Condemnation. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute and Record an Amendment of this Declaration to reallocate the Common Interest Allocation following condemnation and to describe the altered parameters of the Property. 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 and Record an Amendment without the prior consent of Owners to describe the altered parameters of the Property and any corresponding change of facilities or Improvements.

ARTICLE 20

MORTGAGEE PROTECTION

20.01. Introduction. This Article is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this Article controls. A provision of the Documents requiring the approval of a specified percentage of Mortgagees will be based on the number of Units subject to mortgages held by Mortgagees. For example, "51 percent of Mortgagees" means Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Mortgagees.

20.02. Notice to Mortgagee. As provided in this *Article 20*, the Association is required to provide each Mortgagee with written notice upon the occurrence of certain actions as described in *Section 20.08*, or to obtain the approval of Mortgagees in the event of certain Amendments to this Declaration or Declarations of Annexation as described in *Section 20.09* or the termination of this Declaration as described in *Section 20.04*. To enable the Association to provide the notices and obtain such approval, each Owner must provide to the Association the complete name and address of such Owner's Mortgagee, including the loan number and such additional information concerning the Owner's Mortgagee as the Association may reasonably require. In the event an Owner fails to provide the Association with the information required by this *Section 20.02* after the expiration of thirty (30) days after the Association's written request, the Owner's failure to provide such information will be considered a violation of the terms and provisions of this Declaration.

20.03. Amendment. This *Article 20* 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 20* and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

20.04. Termination. Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Section 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) the Villas Condo Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Mortgagees.

20.05. Implied Approval. The approval of a Mortgagee is implied when the 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.

20.06. Other Mortgagee Rights.

(a) Inspection of Books. The Association will maintain current copies of the Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Documents and records, by appointment, during normal business hours.

(b) Financial Statements. A Mortgagee may have an audited statement prepared at its own expense.

(c) Attendance at Meetings. A representative of a Mortgagee may attend and address any meeting which an Owner may attend.

(d) 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. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

(e) Management Contract. If professional management of the Association is required by this *Article 20*, the contract for professional management may not require more than ninety (90) days' notice to terminate the contract, nor payment of a termination penalty.

20.07. Insurance Policies. If an Underwriting Lender that holds a mortgage on a Unit or desires to finance a Unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverage, to the extent reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because underwriting requirements are subject to change, they are not recited here.

20.08. Notice of Actions. The Association will use its best efforts to send timely written notice to Mortgagees of the following actions:

(a) Any condemnation or casualty loss that affects a material portion of the Regime or the mortgaged Unit.

(b) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the mortgaged Unit.

(c) A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(e) Any proposed Amendment of a material nature, as provided in this *Article 20*.

(f) Any proposed termination of the condominium status of the Regime.

20.09. Amendments of a Material Nature. An Amendment of a material nature must be approved by Owners representing at least sixty-seven percent (67%) of the total votes in the Association, and by at least fifty-one percent (51%) of Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS EFFECTED BY THE EXERCISE OF A DEVELOPMENT RIGHT AS PROVIDED IN APPENDIX "A" ATTACHED HERETO.** A change to any of the provisions governing the following would be considered material:

(a) Voting rights.

(b) Assessment liens or the priority of Assessment liens.

(c) Reductions in reserves for maintenance, repair, and replacement of Common Elements.

(d) Responsibility for maintenance and repairs.

(e) Reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; except that when Limited Common Elements are reallocated by the Villas Condo Declarant pursuant to any rights reserved by the Villas Condo Declarant pursuant to Appendix "A" or by agreement between Owners (only those Owners and only the Mortgagees holding mortgages against those Units need approve the action).

(f) Redefinitions of boundaries of Units, except that when the boundaries of only adjoining Units are involved, then only those Owners and the Mortgagees holding Mortgages against the Unit or Units need approve the action, and except pursuant to any rights reserved by the Villas Condo Declarant pursuant to Appendix "A".

(g) Convertibility of Units into Common Elements or Common Elements into Units.

(h) Expansion or contraction of the Regime, or the addition, annexation, or withdrawal of property to or from the Regime.

(i) Property or fidelity insurance requirements.

(j) Imposition of any restrictions on the leasing of Units.

- (k) Imposition of any restrictions on Owners' right to sell or transfer their Units.
- (l) Restoration or repair of the Regime, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.
- (m) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 21

AMENDMENTS

21.01. Consents Required. As permitted by the Act or by this Declaration, certain amendments to this Declaration (an "**Amendment**") may be executed by the Villas Condo 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.

21.02. 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 Villas Condo Declarant, the Master Declarant, the Villas Condo Reviewer, the Kissing Tree Reviewer, the Association, or the Master Association; (ii) rights, privileges, easements, protections, or defenses of the Villas Condo Declarant, the Master Declarant, the Villas Condo Reviewer, the Kissing Tree Reviewer, the Association, or the Master Association; or (iii) rights of the Owners or the Association in relationship to the Villas Condo Declarant, the Master Declarant, the Villas Condo Reviewer, the Kissing Tree Reviewer, the Association, or the Master Association, without the written consent of the Villas Condo Declarant, Master Declarant, the Villas Condo Reviewer, the Kissing Tree Reviewer, the Association, or the Master Association as applicable, 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 license, easement or contractual right benefiting or in favor of the Villas Condo Declarant, the Master Declarant, the Villas Condo Reviewer, the Kissing Tree Reviewer, the Association, or the Master Association.

21.03. Effective. To be effective, an Amendment must be in the form of a 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 prosecuted by the Villas Condo Declarant pursuant to any rights reserved by the Villas Condo Declarant under this Declaration; and (iii) Recorded.

21.04. Villas Condo Declarant Rights. The Villas Condo Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A" (including but not limited to the right to Record an Amendment or Declaration of Annexation). Any Amendment (including a Declaration of Annexation) that may be executed by the Villas Condo Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect the Villas Condo Declarant or Master Declarant's rights under this Declaration without the Villas Condo

Declarant or Master Declarant's written and acknowledged consent, which must be part of the Recorded Amendment. Because Appendix "A" of this Declaration is destined to become obsolete, beginning fifty (50) years after the date this Declaration is first Recorded, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an Amendment of this Declaration. This *Section 21.04* may not be amended without the Villas Condo Declarant and Master Declarant's advanced written and acknowledged consent.

ARTICLE 22

DISPUTE RESOLUTION

22.01. Introduction and Definitions. The Villas Condo Declarant, the Master Declarant, the Association, the Master Association, the Owners, the Kissing Tree Reviewer, the Villas Condo Reviewer, the Homebuilder, and all Persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this Article (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 applies to all Claims as hereafter defined. This *Article 22* may only be amended with the prior written approval of the Villas Condo Declarant, the Association (acting through the Majority of the Board), and Owners holding one hundred percent (100%) of the votes in the Association. As used in this Article only, the following words, when capitalized, have the following specified meanings:

(a) "**Claim**" means:

(i) Claims relating to the rights and/or duties of the Master Declarant, the Villas Condo Declarant, the Homebuilder, the Master Association, the Association, or an Owner under the Documents or the Act;

(ii) Claims relating to the acts or omissions of the Villas Condo Declarant or the Association during control and administration of the Association and any claims asserted against the Board or a Person serving as a Board member, officer, or committee member of the Association;

(iii) Claims relating to the acts or omissions of the Villas Condo Reviewer or the Kissing Tree Reviewer if the claim relates to any act or omission of the Kissing Tree Reviewer or the Villas Condo Reviewer while controlled by Master Declarant or the Villas Condo Declarant, as applicable; and,

(iv) Claims relating to the design or construction of the Dwellings, Units, Common Elements, or any Improvement located within the Regime.

(b) "**Claimant**" means any Party having a Claim against any other Party.

(c) "**Claimant Attorney**" means any a law firm or attorney which is hired or is under consideration to be hired by a Claimant.

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

22.02. Right of Action as to Claims by the Association. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any Claim against anyone on behalf of any or all of the Owners including, without limitation, any Claim which is based on any alleged construction defect or design in any Unit(s) or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all Claims shall be instituted by the Owner of such Unit(s) or the Owners served by such Common Elements allegedly sustaining such damage. Notwithstanding the above, once the Declarant Control Period terminates, the Board may negotiate (but not institute any Claim for) the resolution of any Claim on behalf of the Owners and shall have the right and authority to settle and release Claims on behalf of any and all of the Owners. Any such settlement and release shall bind all Owners and their successors and assigns. No amendment to this Declaration shall (i) modify, alter or delete any provisions of this Declaration that benefits the Villas Condo Declarant or any rights, privileges, easements and protections or defenses of this Declaration; or (ii) alter the rights of Owners or the Association in relationship to the Villas Condo Declarant, without the written consent of the Villas Condo Declarant attached to and Recorded with such Amendment. This *Section 22.02* controls over any provision to the contrary in this Declaration. The provisions of this *Article 22* which specifically pertain to Claims by the Association (including without limitation those set forth in *Section 22.04*) shall only apply and have any effect if the provisions set forth in this *Section 22.02* are legally determined to be invalid or unenforceable.

22.03. Mandatory Procedures. Claimant may not initiate any proceeding before any court or administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the procedures of this *Article 22*. As provided in *Section 22.10* below, a Claim will be resolved by binding arbitration.

22.04. Claims – Common Elements. In accordance with *Section 22.02* of this Declaration, the Association does not have the power or right to institute Claims. However, in the event the provisions of *Section 22.02* are found by a court of competent jurisdiction to be invalid or otherwise unenforceable with respect to a Claim related to the Common Elements, the provisions of this *Section 22.04* shall apply. As a precondition to providing the Notice defined in *Section 22.06*, initiating the mandatory dispute resolution procedures set forth in this *Article 22*, or taking any other action to prosecute a Claim, a Claimant (whether Owner(s) or the Association) must:

(a) Obtain Owner Approval of Engagement by the Association. The requirements related to Owner approval set forth in this *Section 22.04* are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a Claimant Attorney engaged by the Association to prosecute a Claim relating to the design or construction of the Common Elements. The engagement agreement between the Association and the Claimant Attorney may include requirements that the Association pay costs, fees, and expenses to the Claimant Attorney which will be paid through Assessments levied against Owners. The financial agreement between the Association and the Claimant Attorney may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association and the Claimant Attorney is terminated or if the Association agrees to settle the Claim. In addition, the financial arrangement between the Association and the Claimant Attorney may include additional costs, expenses, and interest charges. This financial obligation can be significant. The Board may not engage a Claimant Attorney to prosecute a Claim relating to the design, or construction of the Common Elements or execute a written agreement between the

Association and a Claimant Attorney for the purpose of prosecuting a Claim relating to the design or construction of Common Elements unless the Claimant Attorney and the financial arrangements between the Association and the Claimant Attorney are approved by the Owners in accordance with this *Section 22.04(a)*.

Unless otherwise approved by Members holding seventy-five percent (75%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to engage a Claimant Attorney to prosecute a Claim relating to the design or construction of the Common Elements. The approval requirement set forth in the preceding sentence shall include without limitation approval of any provision or requirement in the agreement with such Claimant Attorney that would obligate the Association to pay any costs, expenses, fees, or other charges to the Claimant Attorney, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the engagement with the Claimant Attorney or engages another firm or third party to assist with the Claim; (ii) if the Association agrees to settle the Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third party; (iii) if the Association agrees to pay interest on any costs or expenses incurred by the Claimant Attorney; and/or (iv) for consultants, expert witnesses, and/or general contractors hired by the Claimant Attorney. For avoidance of doubt, it is intended that Members holding seventy-five percent (75%) of the votes in the Association must approve the Claimant Attorney who will prosecute the Claim and the written agreement between the Association and the Claimant Attorney. The approval of the Members required under this *Section 22.04(a)* must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the Claimant Attorney; (b) a copy of the proposed written agreement between the Association and the Claimant Attorney; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the Claimant Attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Common Elements, Units, or Improvements). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether the Owner's use of their Units or the Common Elements will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Common Elements, Units, or Improvements affected by such testing and the estimated costs thereof. The notice required by this paragraph must be prepared and signed by a person other than the Claimant Attorney who is a party to the proposed agreement being approved by the Members. In the event Members holding seventy-five percent (75%) of the votes in the Association approve the Claimant Attorney who will prosecute the Claim and the written agreement between the Association and the Claimant Attorney, the Board shall have the authority to engage the Claimant Attorney and enter into the written agreement approved by the Members.

(b) Provide Notice of the Inspection. As provided in *Section 22.04(c)* below, a Common Element Report is required. Before conducting an inspection that is required to be

memorialized by the Common Element Report, the Claimant must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Element Report, the specific Common Elements to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

(c) Obtain a Common Element Report. The requirements related to the Common Element Report set forth in this *Section 22.04(c)* are intended to provide assurance to the Claimant, Respondent, and the Owners that the substance and conclusions of the Common Element Report and recommendations are not affected by influences that may compromise the professional judgment of the party preparing the Common Element Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Element Report is compromised.

The Claimant must obtain a written independent third-party report for the Common Elements (the “**Common Element Report**”) from a professional engineer licensed by the Texas Board of Professional Engineers with an office located in Hays County, Texas (the “**Inspection Company**”). The Common Element Report must include: (i) a description with photographs of the Common Elements subject to the Claim; (ii) a description of the present physical condition of the Common Elements subject to the Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Elements performed by the Association or a third party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Common Elements subject to the Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Element Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Hays County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by applicable law for the work to which the cost estimate relates.

The Common Element Report must be obtained by the Claimant. The Common Element Report will not satisfy the requirements of this Section and is not an “independent” report if: (i) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the Claimant Attorney that presently represents the Association or proposes to represent the Association; (ii) the costs and expenses for preparation of the Common Element Report are not required to be paid directly by the Claimant to the Inspection Company at the time the Common Element Report is finalized and delivered to the Claimant; or (iii) the Claimant Attorney that presently represents the Claimant or proposes to represent the Claimant has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Claimant’s agreement with the Claimant Attorney) the Claimant for the costs and expenses for preparation of the Common Element Report. For avoidance of doubt, an “independent” report means that the Claimant has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of

engineering reports and that the Association will directly pay for the report at the time the Common Element Report is finalized and delivered to the Claimant.

(d) Provide a Copy of Common Element Report to all Respondents and Owners. Upon completion of the Common Element Report, and in any event no later than three (3) days after the Claimant has been provided a copy of the Common Element Report, the Claimant will provide a full and complete copy of the Common Element Report to each Respondent and to each Owner. The Claimant shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Element Report which will include the date the report was provided. The Common Element Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

(e) Provide a Right to Cure Defects and/or Deficiencies Noted on Common Element Report. Commencing on the date the Common Element Report has been delivered to Respondent and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (a) inspect any condition identified in the Common Element Report; (b) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Element Report; and (c) correct any condition identified in the Common Element Report. As provided in this Declaration, the Villas Condo Declarant has an easement throughout the Property for itself and its Designee(s) that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Element Report.

(f) Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of the Claimant Attorney engagement agreement, the Claimant must obtain approval from Members holding seventy-five percent (75%) of the votes in the Association to provide the Notice described in *Section 22.06*, initiate the mandatory dispute resolution procedures set forth in this *Article 22*, or take any other action to prosecute a Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (ii) a copy of the Common Element Report; (iii) a copy of any engagement letter between the Claimant and the Claimant Attorney; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Claimant directly or for which the Claimant may be liable as a result of prosecuting the Claim; (v) a summary of the steps previously taken by the Claimant to resolve the Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Claim may affect the market value, marketability, or refinancing of a Unit while the Claim is prosecuted; and (vii) a description of the manner in which the Claimant proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the Claimant Attorney; (b) a member of the Claimant Attorney's law firm; or (c) employed by or otherwise affiliated with the law firm of the Claimant Attorney. In the event Members approve providing the Notice described in *Section 22.06*, or taking any other action to prosecute a Claim, the Members holding a majority of the votes in the Claimant, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

(g) **Funding Arbitration and Litigation.** For Claims pursued by the Association, the Association must levy a Special Assessment to fund the estimated costs of arbitration conducted pursuant to this *Article 22* or any judicial action initiated by the Association. The Association may not use its annual operating income or the Reserve Fund 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.

22.05. Claim by Owners - Units. In the event an Owner asserts a Claim related to a Unit, as a precondition to providing the Notice defined in *Section 22.06*, initiating the mandatory dispute resolution procedures set forth in this *Article 22*, or taking any other action to prosecute a Claim, the Owner must:

(a) **Provide Notice of the Inspection.** As provided in *Section 22.05(b)* below, a Unit Report is required which is a written inspection report issued by the Inspection Company. Before conducting an inspection that is required to be memorialized by the Unit Report, the Owner must have provided at least ten (10) days prior written notice of the date on which the inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Unit Report, the Unit and areas of the Unit to be inspected, and the date and time the inspection will occur. Each Respondent may attend the inspection, personally or through an agent.

(b) **Obtain a Unit Report.** The requirements related to the Unit Report set forth in this *Section 22.05(b)* are intended to provide assurance to the Claimant and Respondent that the substance and conclusions of the Unit Report and recommendations are not affected by influences that may compromise the professional judgment of the party preparing the Unit Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Unit Report is compromised.

A written independent third-party report for the Unit (the "**Unit Report**") must be obtained from an Inspection Company by the Unit Owner. The Unit Report must include: (i) a description with photographs of the Unit and portions of the Unit subject to the Claim; (ii) a description of the present physical condition of the Unit; (iii) a detailed description of any modifications, maintenance, or repairs to the Unit performed by the Owner or a third party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Unit. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Unit Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Hays County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Unit Report will not satisfy the requirements of this Section and is not an "independent" report if: (i) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the Claimant Attorney; (ii) the costs and expenses for preparation of the Unit Report are not directly paid by the Owner to the Inspection Company no later than the date the Unit Report is finalized and delivered to the Owner; or (iii)

the Claimant Attorney has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Owner's agreement with the Claimant Attorney) the Owner for the costs and expenses for preparation of the Unit Report. For avoidance of doubt, an "independent" report means that the Owner has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Owner will directly pay for the report no later than the date the Unit Report is finalized and delivered to the Owner.

(c) Provide a Copy of Unit Report to all Respondents. Upon completion of the Unit Report, and in any event no later than three (3) days after the Owner has been provided a copy of the Unit Report, the Owner will provide a full and complete copy of the Unit Report to each Respondent. The Owner shall maintain a written record of each Respondent who was provided a copy of the Unit Report which will include the date the report was provided. The Unit Report shall be delivered to each Respondent by hand delivery and to each Owner by mail.

(d) Right to Cure Defects and/or Deficiencies Noted on Unit Report. Commencing on the date the Unit Report has been delivered to Respondent and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (a) inspect any condition identified in the Unit Report; (b) contact the Inspection Company for additional information necessary and required to clarify any information in the Unit Report; and (c) correct any condition identified in the Unit Report. As provided in this Declaration, the Declarant has an easement throughout the Property for itself and its Designee(s) that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Unit Report.

(e) Claims Pertaining to the Common Elements. In pursuing a Claim related to the Common Elements, a Unit Owner shall be required, as a precondition to providing the Notice defined in *Section 22.06*, initiating the mandatory dispute resolution procedures set forth in this *Article 22*, or taking any other action to prosecute a Claim, to comply with the requirements imposed by *Section 22.04(b)* (Provide Notice of Inspection), *Section 22.04(c)* (Obtain a Common Element Report), *Section 22.04(d)* (Provide a Copy of Common Element Report to all Respondents and Owners), *Section 22.04(e)* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Element Report), *Section 22.04(f)* (Owner Meeting and Approval), and *Section 22.06* (Notice).

22.06. 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 *Section 22.06*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 22.07* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 22.07*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 22.07* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 of the Texas Property Code could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred

twenty (120) day period for mediation set forth in *Section 22.08* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 22.08* is required without regard to the monetary amount of the Claim. If the Claimant is the Association, the Notice will also include: (a) if the Claim relates to the design or construction of the Common Elements, a true and correct copy of the Common Element Report, and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Elements; (b) a copy of any engagement letter between the Association and the Claimant Attorney selected by the Association to assert or provide assistance with the Claim; (c) if the Claim relates to the design or construction of the Common Elements, reasonable and credible evidence confirming that Members holding seventy-five percent (75%) of the votes in the Association approved the Claimant Attorney and the written agreement between the Association and the Claimant Attorney in accordance with *Section 22.04(a)*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 22.04(f)* above; and (e) reasonable and credible evidence confirming that Members holding seventy-five percent (75%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and relates to the design or construction of a Unit, the Notice will also include a true and correct copy of the Unit Report.

22.07. 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.

22.08. 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 30-day period, Respondent will submit the Claim to mediation in accordance with this *Section 22.08*.

22.09. 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 22*.

22.10. 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 *Section 22.10*.

(a) Governing Rules. If a Claim has not been resolved after mediation as required by *Section 22.08*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 22.10* 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 Hays 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 the 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 Section, this Section will control. Except as provided in *Section 22.10(c)* below, 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.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 22.10* 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.

(c) 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 deem just and equitable and within the scope of this *Section 22.10*; provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the

damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code except that in no event may attorney's fees or costs be awarded to a Party. The arbitrator may also grant such ancillary relief as is necessary to make effective the award. 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 an incorrect or erroneous ruling of law by appeal to an appropriate court having jurisdiction; provided, however, that any such application for vacation or modification of an award based on an incorrect ruling of law must be filed in a court having jurisdiction over the Claim within fifteen (15) days from the date the award is rendered. The arbitrator's findings of fact shall be binding on all Parties and shall not be subject to further review except as otherwise allowed by Applicable Law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

(d) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred 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 Hays County, Texas. Unless otherwise provided by this *Article 22*, 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. 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.

22.11. Allocation of Costs. Notwithstanding any provision in the Documents to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Binding Arbitration- Claims sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

22.12. 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.

22.13. Period of Limitation.

(a) For Actions by an Owner of a Unit. The exclusive period of limitation for an Owner to bring any Claim of any nature against Master Declarant, the Villas Condo Declarant or its Designee(s), including, but not limited to, a Claim of construction defect or defective design of a Unit or a Common Element, 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, provided, however, that in no event shall the limitation period exceed four (4) years and one (1) day from the date the Villas Condo Declarant conveyed the Unit to the original Owner unless the basis of the Claim was intentionally concealed or willfully concealed by the Villas Condo Declarant or its contractors, in which case, the state law governing the limitation period and period of repose shall apply to 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 the Villas Condo Declarant conveyed the Unit to the original Owner or such other shorter period specified in any written agreement between the Villas Condo Declarant and the Owner to whom the Villas Condo Declarant initially conveyed the Unit, unless the basis of the Claim was intentional fraud or willful misconduct, in which case, the Applicable Law governing the limitation period and period of repose shall apply to the Claim. Any Claim regarding an alleged construction defect or design in a Unit or the Common Elements must be instituted and maintained solely by the Owners in accordance with *Section 22.02*.

(b) For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim of any nature against Master Declarant, the Villas Condo Declarant or its Designee(s), 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 the Association or its agents discovered or reasonably should have discovered evidence of the Claim, provided, however, that in no event shall the limitation period exceed four (4) years from the date the Villas Condo Declarant substantially completed the Common Elements unless the basis of the Claim was intentionally concealed or willfully concealed by the Villas Condo Declarant or its Designee(s), in which case, the state law governing the limitation period and period of repose shall apply to the Claim; or (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 Villas Condo Declarant's Declarant Control Period terminates, unless the basis of the Claim was intentional fraud or willful misconduct, in which case, the applicable law governing the limitation period and period of repose shall apply to the Claim.

ARTICLE 23

GENERAL PROVISIONS

23.01. 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 Saturday, 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.

23.02. 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.

23.03. Integration into Master Development. The Regime is subject to all terms, conditions and restrictions set forth in the Master Documents. The Master Documents may be amended in accordance with the terms and provisions thereof, from time to time, and such amendments shall be binding and enforceable against all Owners.

23.04. Higher Authority. The Documents are subordinate to Applicable Law. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with Applicable Law.

23.05. 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 Applicable Law.

23.06. Duration. Unless terminated or amended by Owners, the Master Declarant, and the Villas Condo Declarant as permitted herein, the provisions of this Declaration run with and bind the Regime, and will remain in effect perpetually to the extent permitted by Applicable Law.

23.07. 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.

23.08. 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.

23.09. DECLARANT AS ATTORNEY-IN-FACT AND PROXY. To secure and facilitate the Villas Condo Declarant's exercise of the rights reserved by the Villas Condo Declarant pursuant to Appendix "A" and elsewhere in this Declaration, each Owner: (i) by retaining benefits of the Villas Condo Declarant's actions; or (ii) by accepting a deed to a Unit; and each mortgagee, by accepting the benefits of a mortgage against a Unit within the Project, 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 the Villas Condo Declarant as 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 the Villas Condo Declarant pursuant to Appendix "A" or elsewhere in this Declaration and to amend, modify, or terminate any easements, agreements or restrictive covenants benefitting the Owners or the Property. The power thereby vested in the Villas Condo 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: (i) by retaining benefits of the Villa Condo Declarant's actions; or (ii) 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 other security interest against any Unit in the Regime, shall thereby appoint the Villas Condo Declarant the proxy of such Owner, mortgagee, or Person, with full power of substitution in the premises, to do and perform each and every act permitted or required pursuant to Appendix "A" or elsewhere in 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 affect and perfect any such act permitted or required by the Villas Condo Declarant pursuant to Appendix "A" or elsewhere in this Declaration and to execute and record amendments on their behalf to such effect; and the power hereby reposed in the Villas Condo 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 Texas 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 the Villas Condo Declarant, will execute and deliver a written proxy pursuant to Section 82.110(b) of the Act and/or pursuant to the authority provided in the Texas Business organizations Code, including a successive written proxy upon the termination or revocation as permitted by the Act or Texas Business Organizations Code of any earlier proxy, authorizing the Villas Condo 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 the Villas Condo Declarant pursuant to Appendix "A" or elsewhere in 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 the Villas Condo Declarant's rights to require such successive proxies expires.

23.10. Appendices/Exhibits. The following exhibits and appendices are attached to this Declaration and are incorporated herein by reference:

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Condominium Plat and Plans
Exhibit "B-1"	Legal Description of Future Development Area
Exhibit "C"	Encumbrances
Exhibit "D"	Landscaping Services Provided by the Association
Exhibit "E"	Common Interest Allocation and Votes
Exhibit "F"	Maintenance Responsibility Chart
Exhibit "G"	Guide to the Association's Examination of Common Elements
Exhibit "H"	Guide to Association's Major Management & Governance Functions
Appendix "A"	Development Rights
Appendix "B"	Partial Assignment of Development Rights

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE TO DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM
REGIME FOR KISSING TREE VILLAS CONDOMINIUMS]

EXECUTED to be effective on the date of Recording.

VILLAS CONDO DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

By: _____

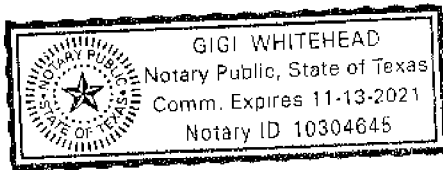
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 20 day of January, 2020, by Chad Matheson, Chief Financial Officer of **CARMA PASO ROBLES LLC**, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)



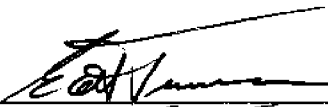
Gigi Whitehead
Notary Public Signature

CONSENT TO PARTIALLY ASSUME DECLARANT RIGHTS

By its execution of this Declaration, Homebuilder hereby consents to the partial assignment of rights set forth in Appendix "B" of this Declaration and accepts such rights.

HOMEBUILDER:

BROOKFIELD RESIDENTIAL KISSING TREE LLC,
a Texas limited liability company

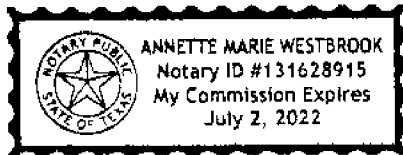
By: Printed Name: SCOTT TURNERTitle: PRES HOA / GEN MANAGER

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 17th day of JANUARY, 2020, by SCOTT TURNER, PRES HOA, GEN, of **BROOKFIELD RESIDENTIAL KISSING TREE LLC**, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Annette M. Westbrook

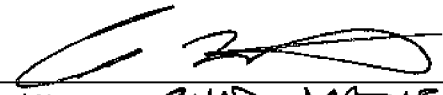
Notary Public Signature

CONSENT TO PARTIALLY ASSUME DECLARANT RIGHTS

By its execution of this Declaration, Homebuilder hereby consents to the partial assignment of rights set forth in Appendix "B" of this Declaration and accepts such rights.

HOMEBUILDER:

BROOKFIELD RESIDENTIAL KISSING TREE LLC,
a Texas limited liability company

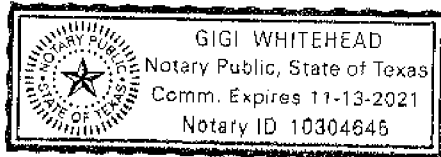
By: Printed Name: CHAD MATHESONTitle: CFO

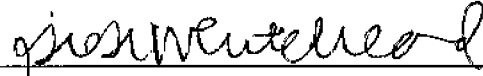
THE STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me this 20 day of January, 2020, by Chad Matheson, CFO, of **BROOKFIELD RESIDENTIAL KISSING TREE LLC**, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)




Notary Public Signature

CONSENT TO DECLARATION BY MASTER DECLARANT

The undersigned, as Master Declarant under the Master Covenant, executes this Declaration for the limited purpose of consenting to the Declaration.

CARMA PASO ROBLES LLC,
a Texas limited liability company

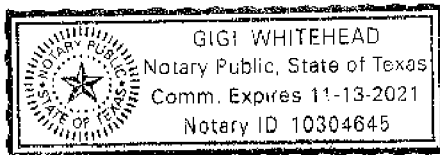
By: _____

Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 20 day of January 2020, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



Gigi Whitehead
Notary Public, State of Texas

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1A, Block E, of the Amending Plat of PASO ROBLES PHASE 5B, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Document No. 20007656, Official Public Records of Hays County, Texas.

EXHIBIT "B"

CONDOMINIUM PLAT AND PLANS

The plat and plans, attached hereto as Exhibit "B" contains the information required by the Texas Uniform Condominium Act.

Printed Name: Valerie Zurcher
RPLS or License No. 6222

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

"ATTACHMENT-1"

KISSING TREE VILLAS CONDOMINIUMS PHASE 5B

PLATS AND PLANS CERTIFICATION OF SURVEYOR

THE ATTACHED PLAT AND PLANS, ATTACHED HERETO AS "ATTACHMENT-1"
CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS
UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

This 4th day of March 2020 A.D.



Valerie Zurcher, R.P.L.S.
Registered Professional Land Surveyor No. 6222
10801 N MoPac Expy. Bldg. 3, Suite 200
Austin, Texas 78759
(512) 454-8711



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MO PAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPB FIRM REGISTRATION #473 | TBPB FIRM REGISTRATION #10028801

JANUARY 24, 2020

JOB No.:

50848-25

SHEET 1 OF 13

Exhibit "B" - Page 2

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

CONDOMINIUM PLAT OF:

LOT 1A, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 20007656 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.

GENERAL NOTES:

- 1.) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS (G.C.E.), SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR "L.C.E." OR UNITS: (i) IN THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS (AGE RESTRICTED) (THE "DECLARATION") OR (ii) ON THE PLATS AND PLANS OF THE REGIME.
- 2.) OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
- 3.) IN ACCORDANCE WITH SECTION 82.003(12), SECTION 82.003(22), AND SECTION 82.059 OF THE ACT, THE REAL PROPERTY SHOWN HEREIN AND LEGALLY DESCRIBED AS LOT 1A, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN DOCUMENT NO. 20007656, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (AND THE UNITS, DWELLINGS, LIMITED COMMON ELEMENTS, AND GENERAL COMMON ELEMENTS LOCATED THEREON), AND THE REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "B-1" OF THE DECLARATION AS THE FUTURE DEVELOPMENT AREA SUBJECT TO DEVELOPMENT RIGHTS, IS SUBJECT TO ALL SPECIAL RIGHTS OF THE DECLARANT AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION AND APPENDIX "A" OF THE DECLARATION AND ARE HEREBY DESIGNATED AS "DEVELOPMENT RIGHTS RESERVED" AND "SUBJECT TO DEVELOPMENT RIGHTS."
- 4.) VERTICAL DIMENSIONS AND HORIZONTAL DIMENSIONS ARE AS DEFINED IN THE DECLARATION.
- 5.) THIS PLAT IS BASED ON PROPOSED CONSTRUCTION DRAWINGS; THEREFORE, ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, DO NOT YET EXIST, AND NEED NOT BE BUILT.
- 6.) THE LAND REFLECTED ON THIS PLAT IS SUBJECT TO THOSE EASEMENTS AND ENCUMBRANCES (i) SHOWN ON THIS PLAT; AND (ii) AS DESCRIBED IN EXHIBIT "C" TO THE DECLARATION.



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SHEET 2 OF 13

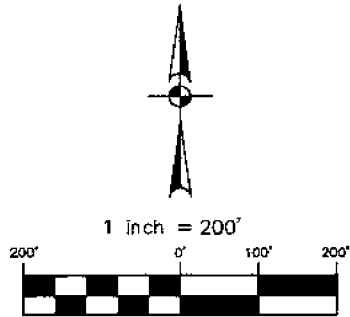
JANUARY 24, 2020

JOB No.:

50848-25

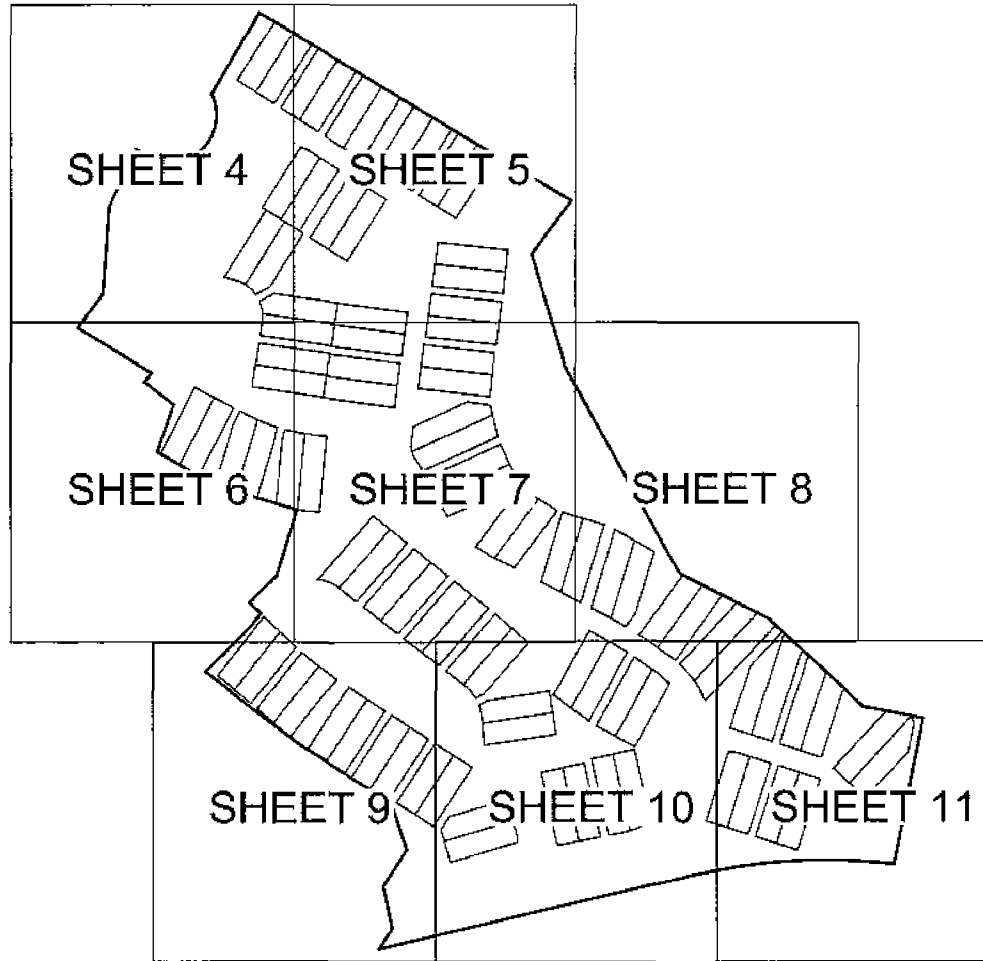
Exhibit "B" – Page 3

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME



CONDOMINIUM PLAT OF:

LOT 1A, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 20007656 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.



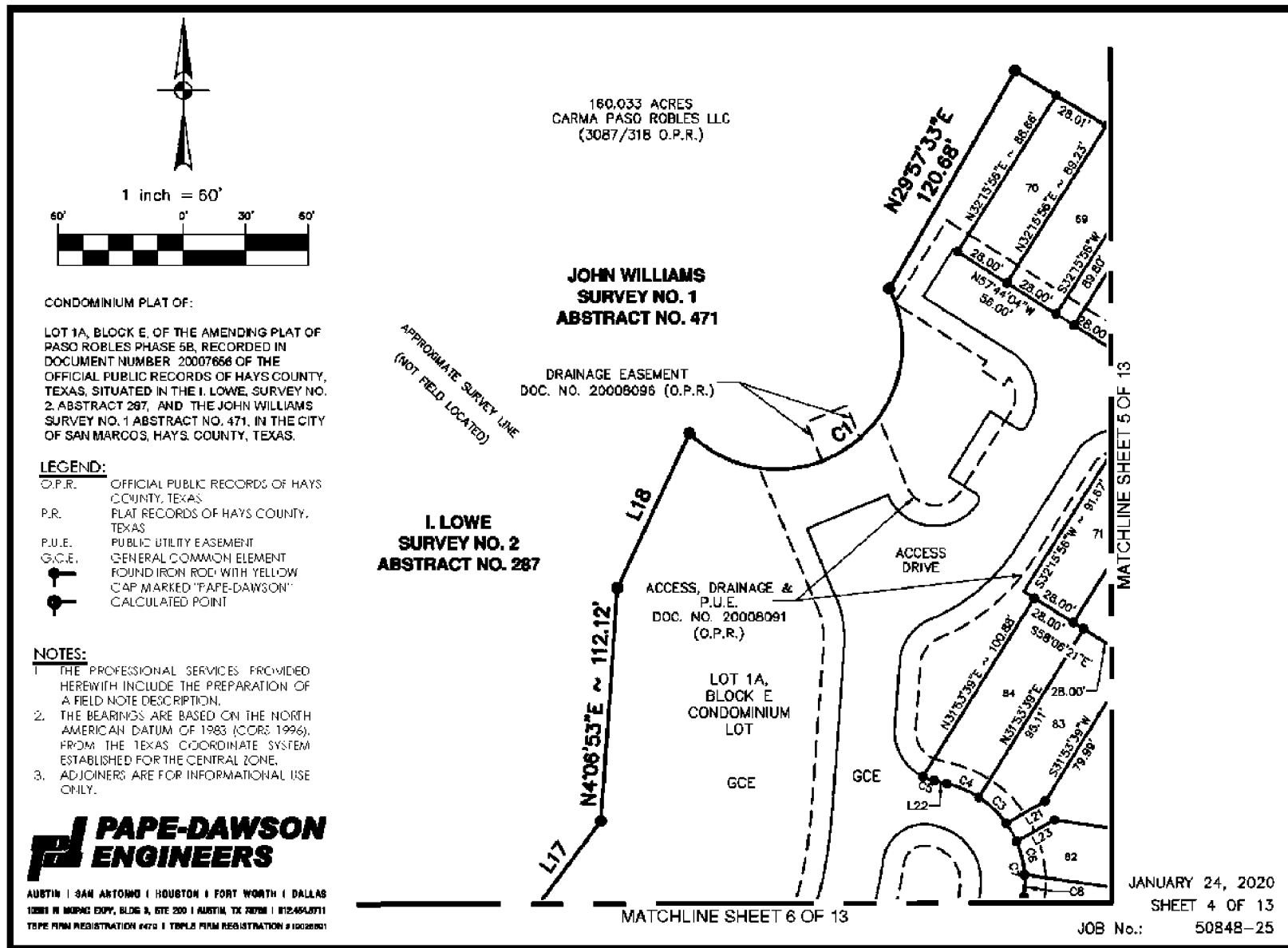
AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
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TSPS FIRM REGISTRATION #170 | TSPS FIRM REGISTRATION #10026501

JANUARY 24, 2020
SHEET 3 OF 13
JOB No.: 50848-25

Date: Mar 04, 2020, 10:33am User: B. Lawson
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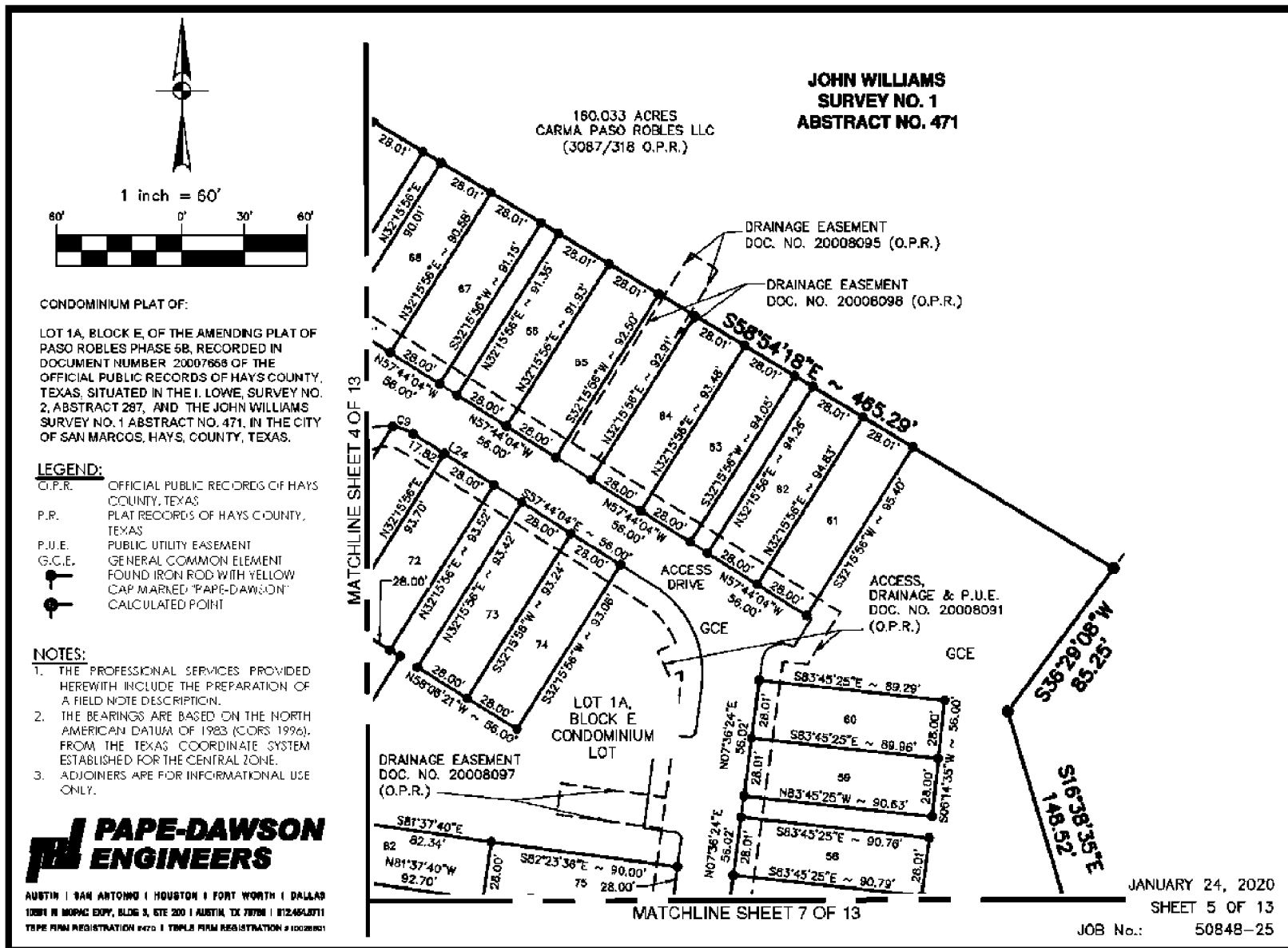
Exhibit "B" - Page 4

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME



KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

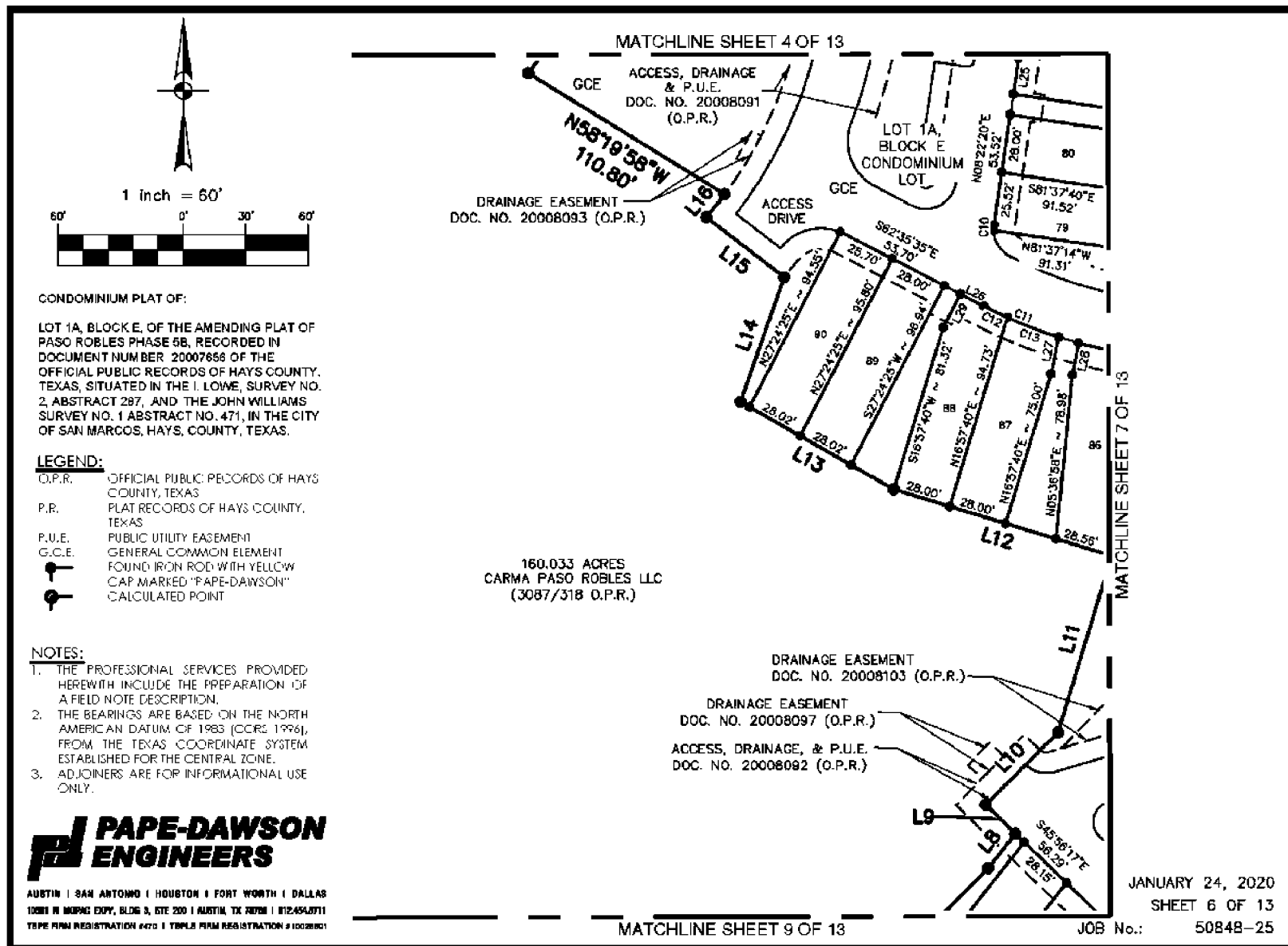
Exhibit "B" – Page 5

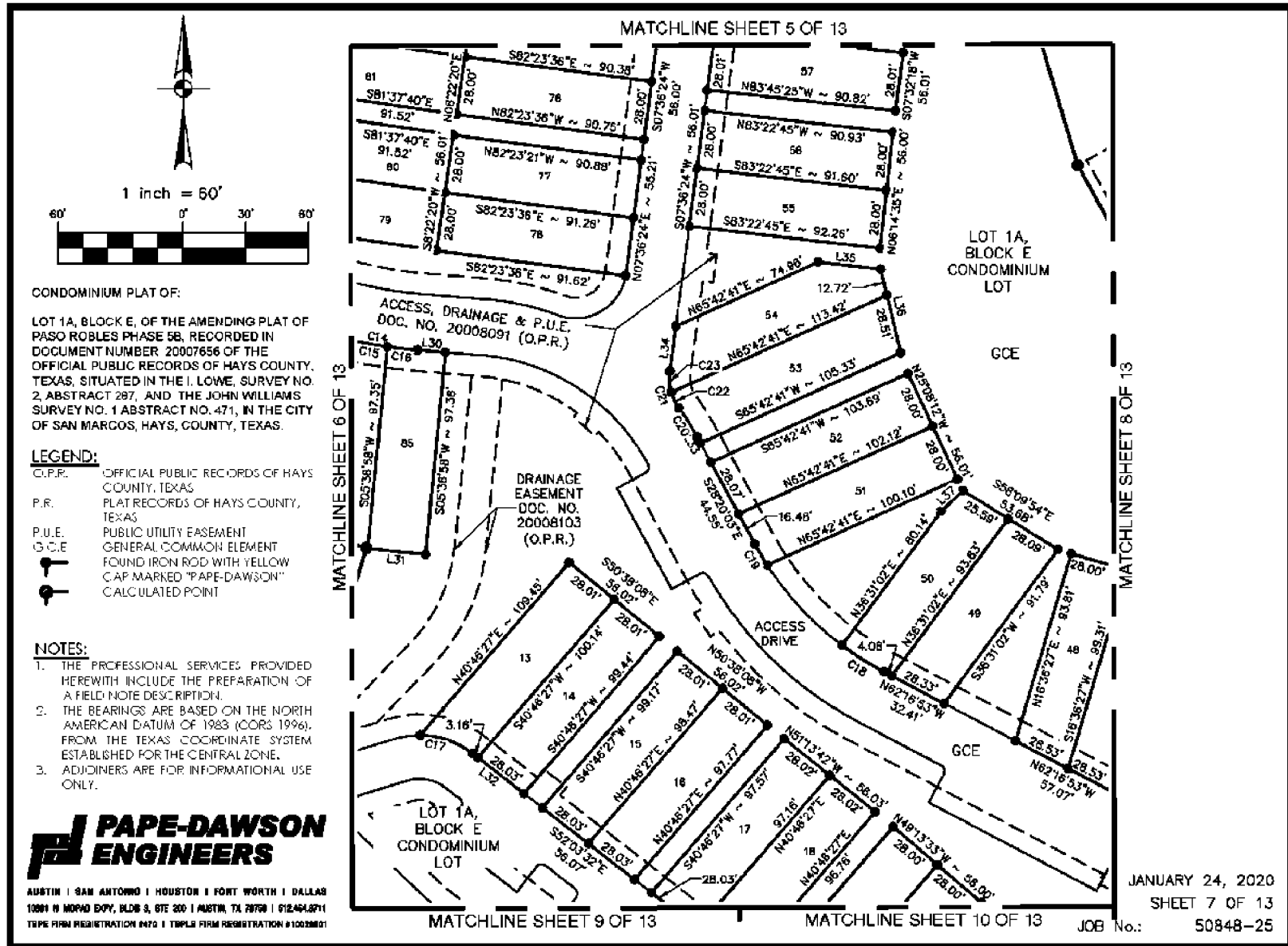


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KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

Exhibit "B" – Page 6





KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

Exhibit "B" – Page 8

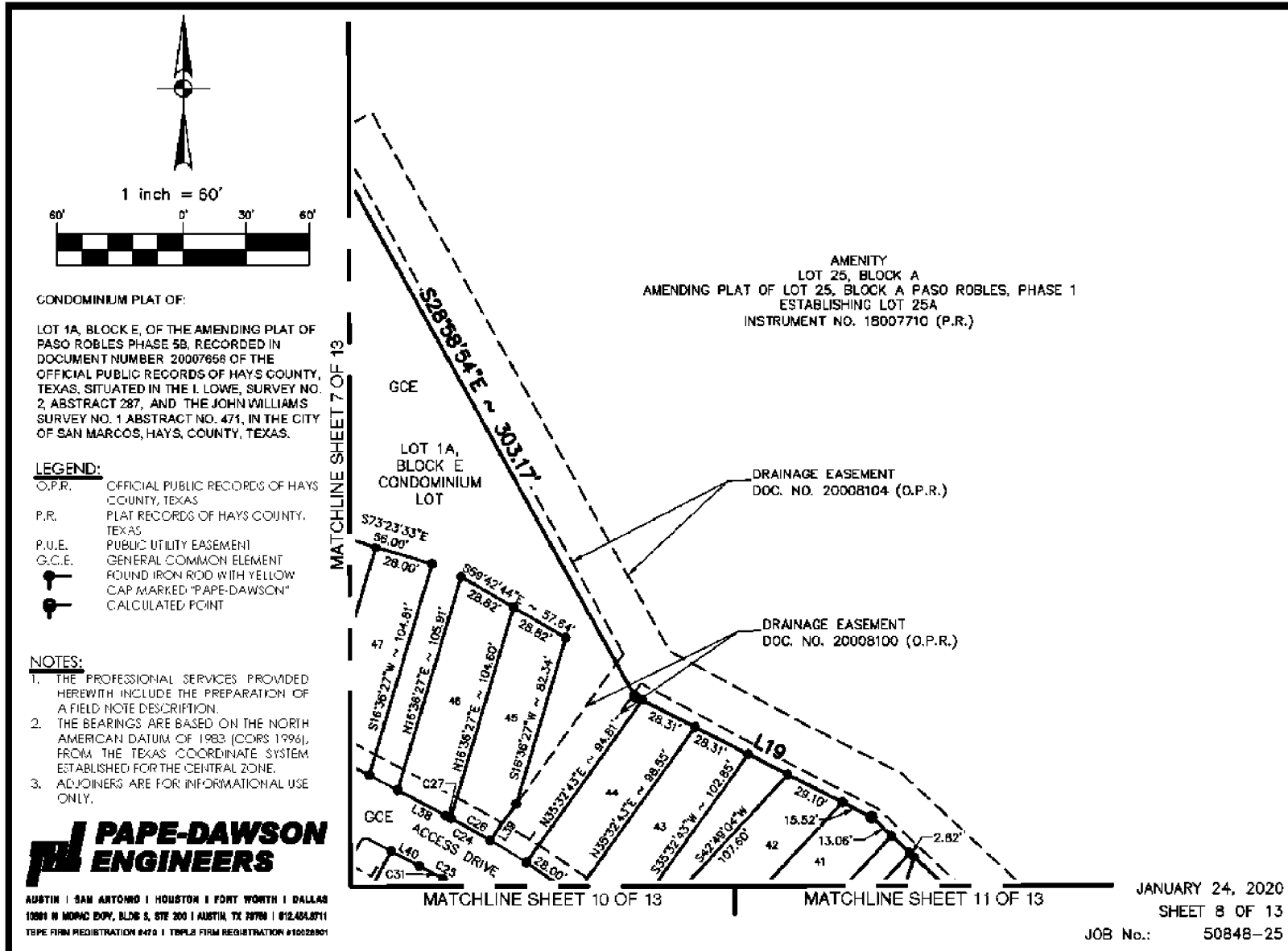
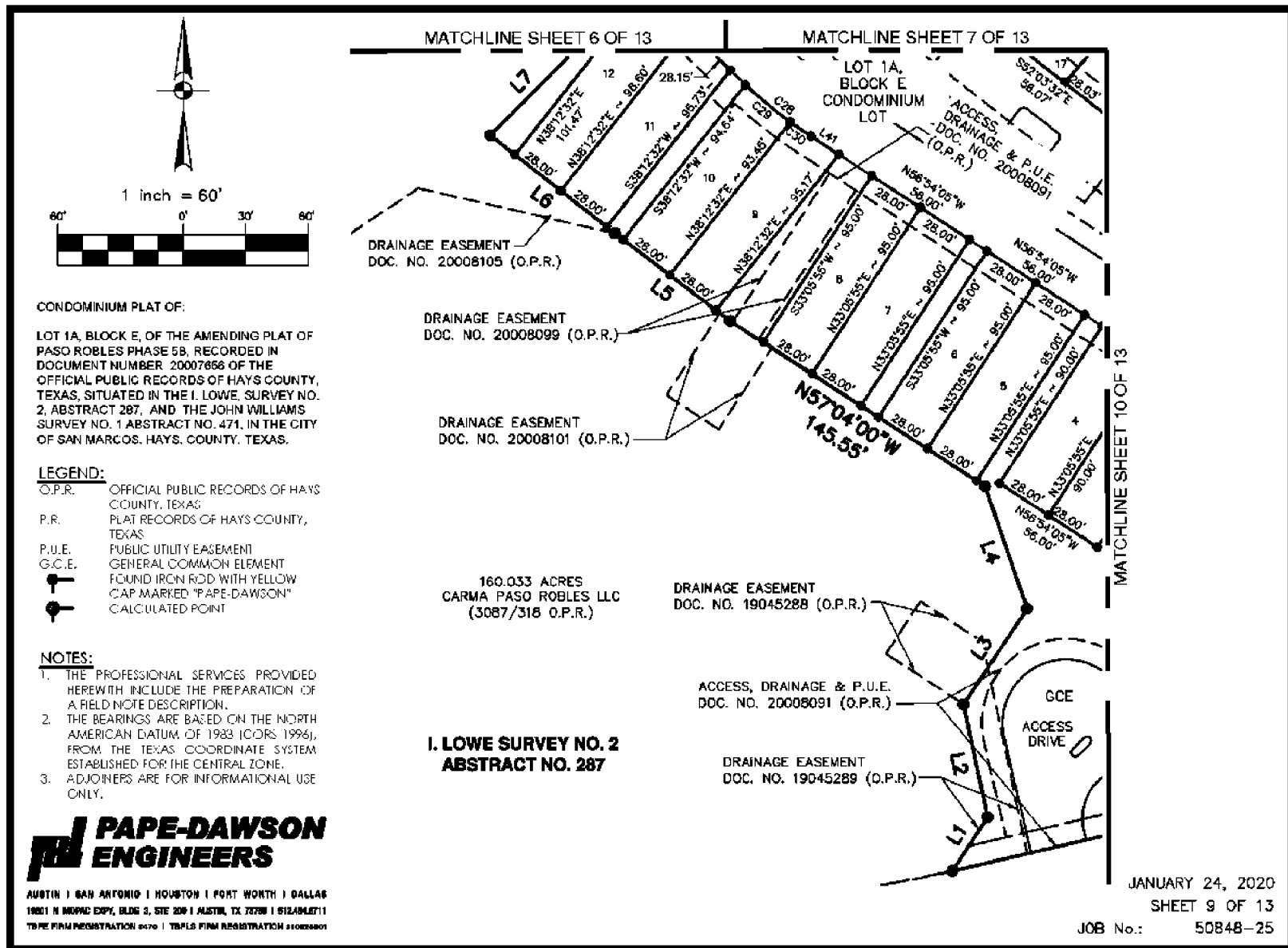


Exhibit "B" – Page 9

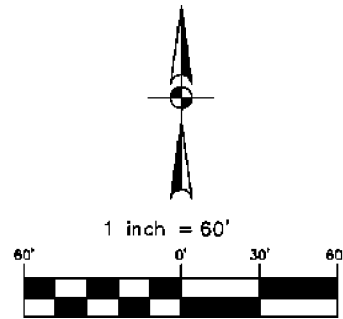
KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME



Date: Mar 06, 2020, 11:16am User: R. Blawson
File: H:\Survey\Civil\50848-25\Plot\FP50848-25_59_Condo_Amended.dwg

Exhibit "B" – Page 10

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME



CONDOMINIUM PLAT OF:

LOT 1A, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 20007666 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.

LEGEND:

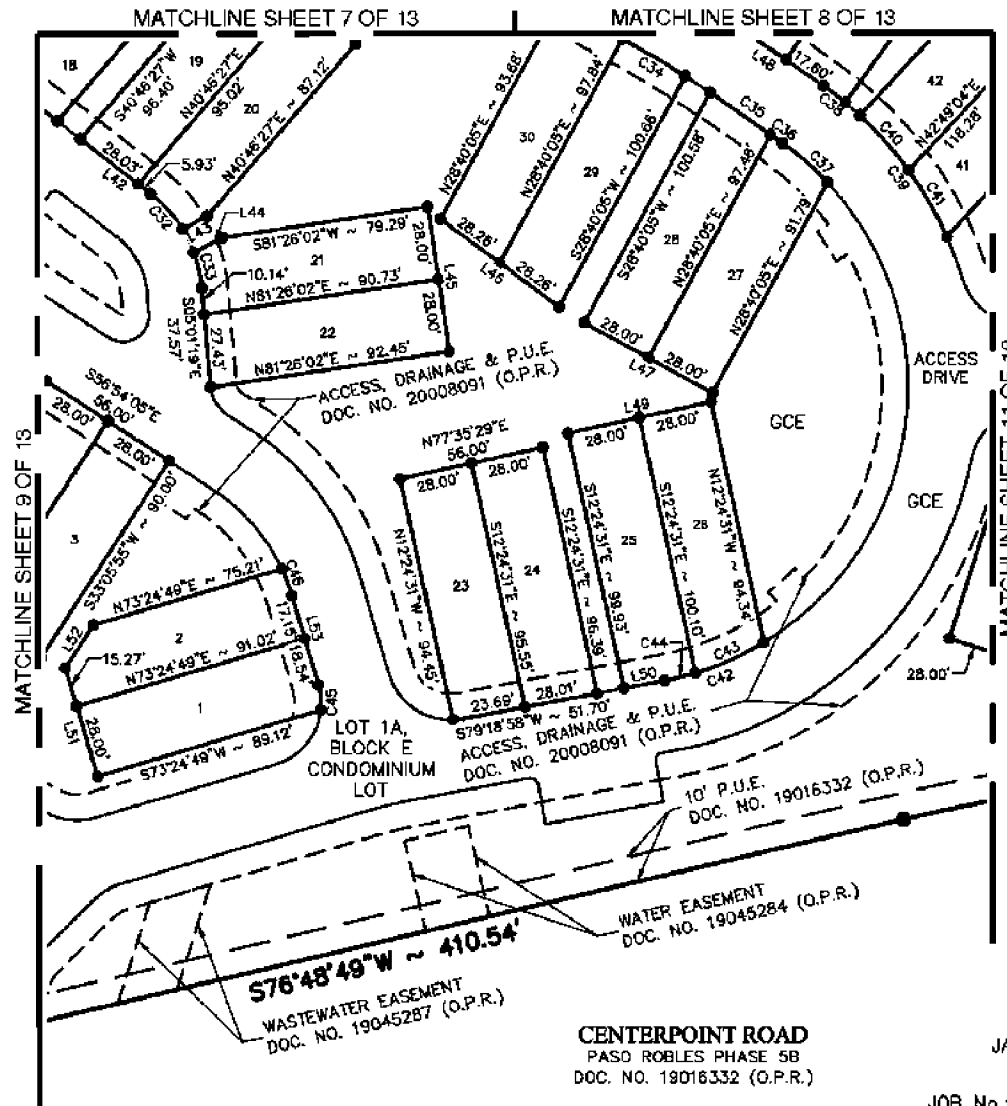
- O.P.R. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- P.R. PLAT RECORDS OF HAYS COUNTY, TEXAS
- P.U.E. PUBLIC UTILITY EASEMENT
- G.C.E. GENERAL COMMON ELEMENT
- FOUND IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON"
- CALCULATED POINT

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. ADJOINERS ARE FOR INFORMATIONAL USE ONLY.

PAPE-DAWSON
ENGINEERS

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TAPES FINAL REGISTRATION #470 | TEXAS FINAL REGISTRATION #100228001



CENTERPOINT ROAD
PASO ROBLES PHASE 5B
DOC. NO. 19016332 (O.P.R.)

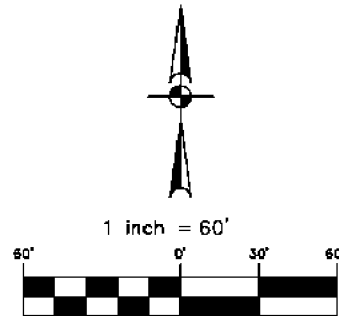
JANUARY 24, 2020

SHEET 10 OF 13

JOB No.: 50848-25

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

Exhibit "B" – Page 11



CONDOMINIUM PLAT OF

LOT 1A, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 20007666 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS.

LEGEND:

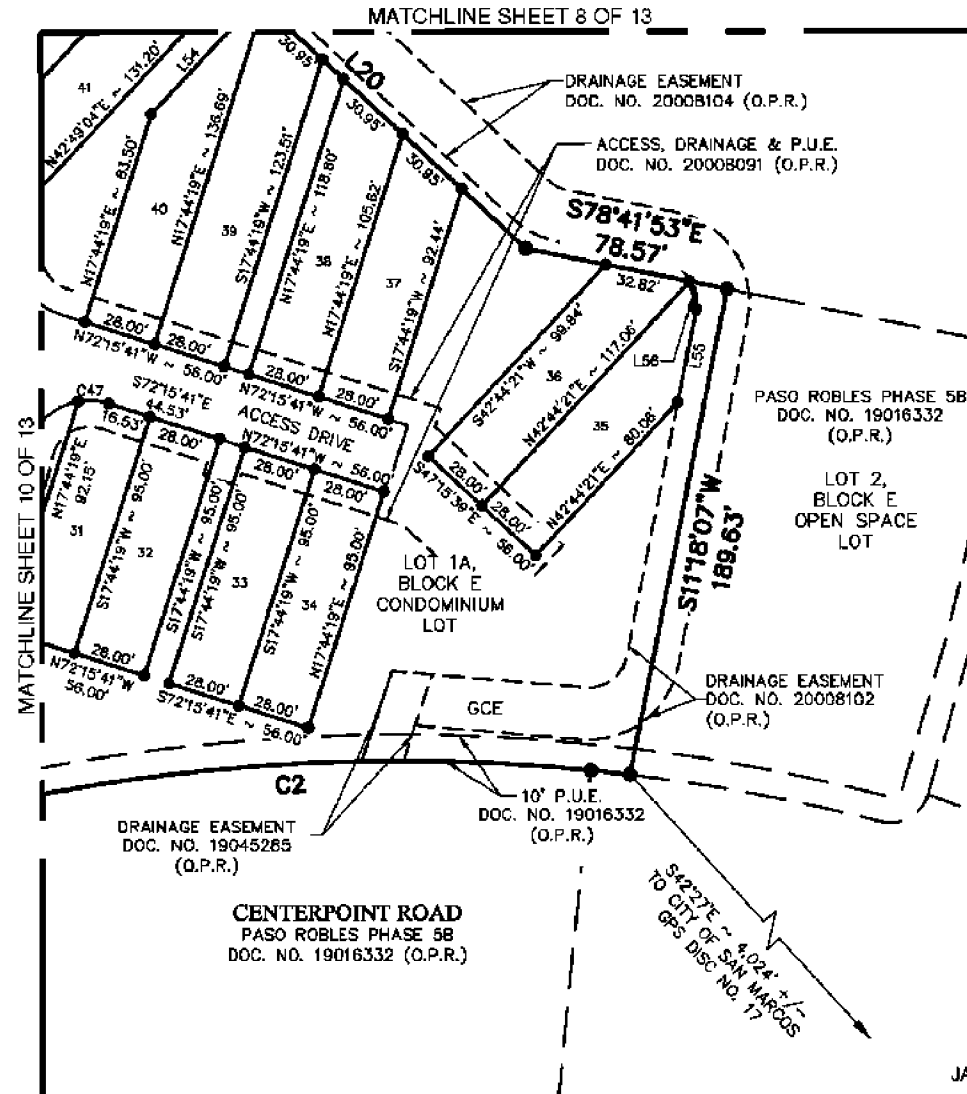
- O.P.R. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
 F.R. FLAT RECORDS OF HAYS COUNTY, TEXAS.
 P.U.E. PUBLIC UTILITY EASEMENT
 G.C.E. GENERAL COMMON ELEMENT
 FOUND IRON ROD WITH YELLOW CAP MARKED "PAPE-DAWSON"
 CALCULATED POINT

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.
3. ADJOINERS ARE FOR INFORMATIONAL USE ONLY.

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ENGINEERS

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 TEXAS FIRM REGISTRATION #470 | TEXAS FIRM REGISTRATION #0088801



JANUARY 24, 2020

SHEET 11 OF 13

JOB No.: 50848-25

Date: Mar 04, 2020, 13:39pm User: JD: ELawson
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KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

Exhibit "B" – Page 12

CONDOMINIUM PLAT OF:

LOT 1A, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 20007656 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.

LINE TABLE

LINE #	BEARING	LENGTH
L1	N33°10'36"E	30.85'
L2	N11°57'16"W	55.35'
L3	N33°35'55"E	54.98'
L4	N18°51'59"W	52.08'
L5	N52°43'50"W	69.66'
L6	N51°47'28"W	76.06'
L7	N44°43'07"E	81.50'
L8	N38°12'32"E	21.09'
L9	N45°56'17"W	19.95'
L10	N44°57'54"E	49.04'
L11	N16°57'40"E	88.63'
L12	N73°02'20"W	109.31'
L13	N60°15'37"W	84.87'
L14	N18°17'14"E	63.37'
L15	N52°18'35"W	47.05'
L16	N38°31'08"E	14.08'
L17	N36°37'35"E	54.04'
L18	N24°57'23"E	81.85'
L19	S62°58'04"E	126.53'
L20	S47°03'16"E	165.09'
L21	S60°25'51"W	21.45'
L22	N76°53'43"W	6.17'
L23	S60°25'51"W	21.00'
L24	N57°44'04"W	45.82'
L25	S08°22'20"W	17.37'
L26	N62°35'35"W	12.75'
L27	N11°25'22"E	17.99'
L28	N11°16'34"E	15.65'

LINE TABLE

LINE #	BEARING	LENGTH
L29	S27°24'25"W	17.93'
L30	S85°19'46"E	13.49'
L31	N84°18'55"W	28.00'
L32	N52°03'32"W	28.03'
L33	N26°20'03"W	3.41'
L34	N07°36'24"E	21.73'
L35	S83°22'46"E	30.20'
L36	S13°26'21"E	41.23'
L37	N46°38'46"E	14.20'
L38	N62°16'53"W	25.96'
L39	S35°32'43"W	21.30'
L40	S62°16'53"E	15.14'
L41	N58°54'05"W	15.85'
L42	S62°03'32"E	28.03'
L43	N62°15'59"E	10.71'
L44	S62°15'59"W	12.50'
L45	N08°33'58"W	56.00'
L46	N53°29'13"W	56.53'
L47	S61°19'55"E	56.00'
L48	N55°22'08"W	49.61'
L49	S77°35'29"W	56.00'
L50	N79°18'58"E	15.65'
L51	N16°35'11"W	43.27'
L52	N33°05'55"E	19.67'
L53	S16°35'11"E	35.69'
L54	N42°49'04"E	60.05'
L55	N11°21'10"E	36.16'
L56	N13°29'33"W	11.03'



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JANUARY 24, 2020

SHEET 12 OF 13

JOB No.: 50848-25

Date: Mar 04, 2020, 10:36am User: B.Lawson
 File: H:\Survey\Civil\50848-25\Plat\F50848-25_58_Condo_Amended.dwg

Exhibit "B" – Page 13

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	60.00'	160°53'31"	N54°08'22"E	118.34'	168.49'
C2	740.00'	020°01'40"	S86°48'53"W	257.35'	258.67'
C3	48.50'	021°33'17"	N46°15'49"W	18.14'	18.25'
C4	48.50'	019°51'16"	N66°58'05"W	16.72'	16.81'
C5	24.49'	013°31'16"	N70°08'05"W	5.77'	5.78'
C6	48.50'	019°21'36"	S13°58'18"E	16.31'	16.39'
C7	48.50'	032°01'27"	N07°38'23"W	26.76'	27.11'
C8	48.50'	012°39'51"	S02°02'25"W	10.70'	10.72'
C9	24.50'	024°33'39"	N70°00'53"W	10.42'	10.50'
C10	14.50'	009°51'33"	N03°26'34"E	2.49'	2.50'
C11	226.50'	006°39'49"	N69°03'08"W	26.33'	26.34'
C12	226.50'	003°07'39"	N64°09'24"W	12.36'	12.36'
C13	226.50'	006°39'49"	N69°03'08"W	26.33'	26.34'
C14	226.50'	006°44'04"	S78°17'27"E	26.61'	26.62'
C15	226.50'	006°44'04"	S78°17'27"E	26.61'	26.62'
C16	226.50'	003°40'17"	S83°29'37"E	14.51'	14.51'
C17	41.50'	037°34'06"	N70°50'35"W	26.73'	27.21'
C18	149.50'	009°13'18"	N57°40'14"W	24.04'	24.06'
C19	149.60'	004°27'26"	S30°33'47"E	11.63'	11.63'
C20	126.52'	007°27'45"	N32°03'58"W	16.47'	16.48'
C21	24.50'	043°24'15"	N14°05'43"W	18.12'	18.56'
C22	24.50'	019°28'14"	N26°03'44"W	8.29'	8.33'
C23	24.50'	023°56'01"	N04°21'36"W	10.16'	10.23'
C24	526.50'	002°37'54"	N60°57'56"W	24.18'	24.18'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C25	499.50'	004°41'25"	S59°56'11"E	40.88'	40.89'
C26	526.50'	002°21'04"	N60°49'31"W	21.60'	21.61'
C27	526.50'	000°16'50"	N62°08'28"W	2.56'	2.58'
C28	226.50'	010°09'34"	N51°49'16"W	40.11'	40.16'
C29	226.50'	007°05'24"	N50°17'13"W	28.01'	28.03'
C30	226.50'	003°04'10"	N55°22'00"W	12.13'	12.13'
C31	499.50'	001°28'33"	S61°32'37"E	12.87'	12.87'
C32	51.50'	020°28'27"	S41°49'18"E	18.31'	18.40'
C33	61.50'	015°24'52"	S12°43'45"E	13.81'	13.86'
C34	499.50'	003°12'52"	S59°11'54"E	28.02'	28.02'
C35	932.95'	001°44'26"	N54°58'30"W	28.34'	28.34'
C36	480.32'	000°41'59"	N54°27'17"W	5.62'	5.62'
C37	107.92'	012°07'40"	N48°44'26"W	22.80'	22.84'
C38	141.50'	004°12'53"	N52°20'50"W	10.41'	10.41'
C39	141.50'	023°18'32"	S35°34'47"E	57.17'	57.56'
C40	141.50'	011°24'43"	S41°31'41"E	28.14'	28.18'
C41	141.50'	011°53'48"	S29°52'25"E	29.33'	29.38'
C42	114.50'	020°31'45"	N69°03'05"E	40.81'	41.03'
C43	114.50'	014°20'33"	N65°57'29"E	28.59'	28.66'
C44	114.50'	006°11'12"	N76°13'22"E	12.36'	12.36'
C45	24.50'	022°42'32"	S05°13'55"E	9.65'	9.71'
C46	73.50'	008°29'22"	S20°49'52"E	10.86'	10.89'
C47	24.50'	027°55'05"	S66°13'13"E	11.82'	11.94'

CONDOMINIUM PLAT OF:

LOT 1A, BLOCK E, OF THE AMENDING PLAT OF
PASO ROBLES PHASE 5B, RECORDED IN
DOCUMENT NUMBER 20007666 OF THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY,
TEXAS, SITUATED IN THE I. LOWE, SURVEY NO.
2, ABSTRACT 287, AND THE JOHN WILLIAMS
SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY
OF SAN MARCOS, HAYS, COUNTY, TEXAS.



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TXPE FIRM REGISTRATION #478 | TAPLS FIRM REGISTRATION #10028901

Date: Mar 04, 2020, 10:37am User: B. Blawson
File: H:\Survey\CIVIL\50848-25\Plot\FP50848-25_SB_Condo_Amended.dwg

Exhibit "B" - Page 14

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

JANUARY 24, 2020
SHEET 13 OF 13
JOB No.: 50848-25

EXHIBIT "B-1"

LEGAL DESCRIPTION OF FUTURE DEVELOPMENT AREA

[Exhibit "B-1" follows.]

TRACT ONE:

EXHIBIT OF:

A 1,024.002 ACRE TRACT OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471, E. BURLISON SURVEY, ABSTRACT NO. 63, AND THE I. LOWE SURVEY, ABSTRACT NO. 287, ALL BEING IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS, BEING ALL OF A 1,038.161 ACRE TRACT COMPRISED OF: A CALLED 465.867 ACRE TRACT, CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3122, PG. 356 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THE REMNANT PORTION OF A CALLED 301.928 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC, RECORDED IN VOL. 3390, PG. 411 OF SAID OFFICIAL PUBLIC RECORDS, THE REMNANT PORTION OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3087, PG. 318 OF SAID OFFICIAL PUBLIC RECORDS, THE REMNANT PORTION OF A 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3144, PG. 658 OF SAID OFFICIAL PUBLIC RECORDS, THE REMNANT PORTION OF A 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3571, PG. 588 OF SAID OFFICIAL PUBLIC RECORDS, AND A CALLED 5.004 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3510, PG. 585 OF SAID OFFICIAL PUBLIC RECORDS, SAVE AND EXCEPT PARCELS IDENTIFIED HEREIN AS SE-1 AND SE-2.

SE-1

OUT PARCEL A CALLED 9.123 ACRE TRACT
REMAINDER OF 626.6697 ACRES
LOWMAN PASTURELANDS, LTD.
CONVEYED VOL. 1197, PG. 12 (O.P.R.)
(DESCRIBED VOL. 3122, PG. 356 (O.P.R.))

SE-2

OUT PARCEL OF A CALLED 5.036 ACRE TRACT
WALTER KENNETH BARNES, ET AL.
CFN. 9908734, AND THE BARNES RANCH
FAMILY LIMITED PARTNERSHIP
VOL. 2211, PG. 789 (O.P.R.)

- ① THE REMNANT PORTION OF A CALLED
0.6509 ACRE TRACT
CARMA PASO ROBLES LLC
VOL. 466B, PG. 157 (O.P.R.)
- ② A CALLED 5.112 ACRE TRACT
CARMA PASO ROBLES LLC
VOL. 3395, PG. 388 (O.P.R.)
- ③ A CALLED 3.106 ACRE TRACT
HAYS COUNTY EMERGENCY SERVICES
DISTRICT NO. 3
VOL. 4668, PG. 122 (O.P.R.)
- ④ A CALLED 0.126 ACRE TRACT
REBECCA CULTRA
VOL. 4839, PG. 199 (O.P.R.)
- ⑤ A CALLED 5.224 ACRE TRACT
FRED G. LOWMAN, JR. AND REBECCA
CULTRA LOWMAN
VOL. 251, PG. 959 (O.P.R.)

⑥

A CALLED 82.17 ACRE TRACT
ROBERT ERHARD KUTSCHER AND CAROL
SCHUL KUTSCHER
VOL. 4056 PG. 697 (O.P.R.)

⑦

A CALLED 15 ACRE TRACT
ROBERT E. KUTSCHER AND CAROL JEAN KUTSCHER
VOL. 190, PG. 161 (O.P.R.)

⑧

A CALLED 82.17 ACRE TRACT
ROBERT ERHARD KUTSCHER
AND CAROL SCHUL KUTSCHER
VOL. 4056, PG. 697 (O.P.R.)

⑨

LOT 7
CARMA PASO ROBLES LLC
VOL. 3122, PG. 356 (O.P.R.)

⑩

A CALLED 11.36 ACRE TRACT
ANDREW THEODORE FAY AND KARI H. FAY
VOL. 4278, PG. 411 (O.P.R.)

⑪

A CALLED 7.78 ACRE TRACT
SAVE AND EXCEPT 0.141 ACRES
GENE L. MARTIN II AND SHAILA M. MARTIN
VOL. 4303, PG. 170 (O.P.R.)

⑫

A CALLED 10.81 ACRE TRACT
MICHAEL F. BANNING
VOL. 4515, PG. 388 (O.P.R.)

⑬

A CALLED 7.40 ACRE TRACT
LESLIE L. CAIN AND JULIA D. CAIN
VOL. 1253, PG. 378 (O.P.R.)

⑭

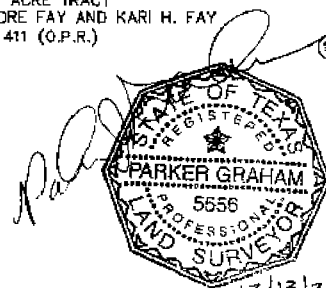
A CALLED 6.49 ACRE TRACT
SAVE AND EXCEPT 0.871 ACRE TRACT
JIMMY R. McLAUGHLIN
VOL. 2371, PG. 446 (O.P.R.)
(CONVEYED 2371, PG. 446 O.P.R.)
(6.49 ACRES DESCRIBED 2371, PG. 540 O.P.R.)

⑮

(ACREAGE NOT PUBLISHED)
TODD LOWMAN
VOL. 1796, PG. 150 (O.P.R.)

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TYPE FIRM REGISTRATION #470 | TEXAS FIRM REGISTRATION #10028601



DECEMBER 13, 2019

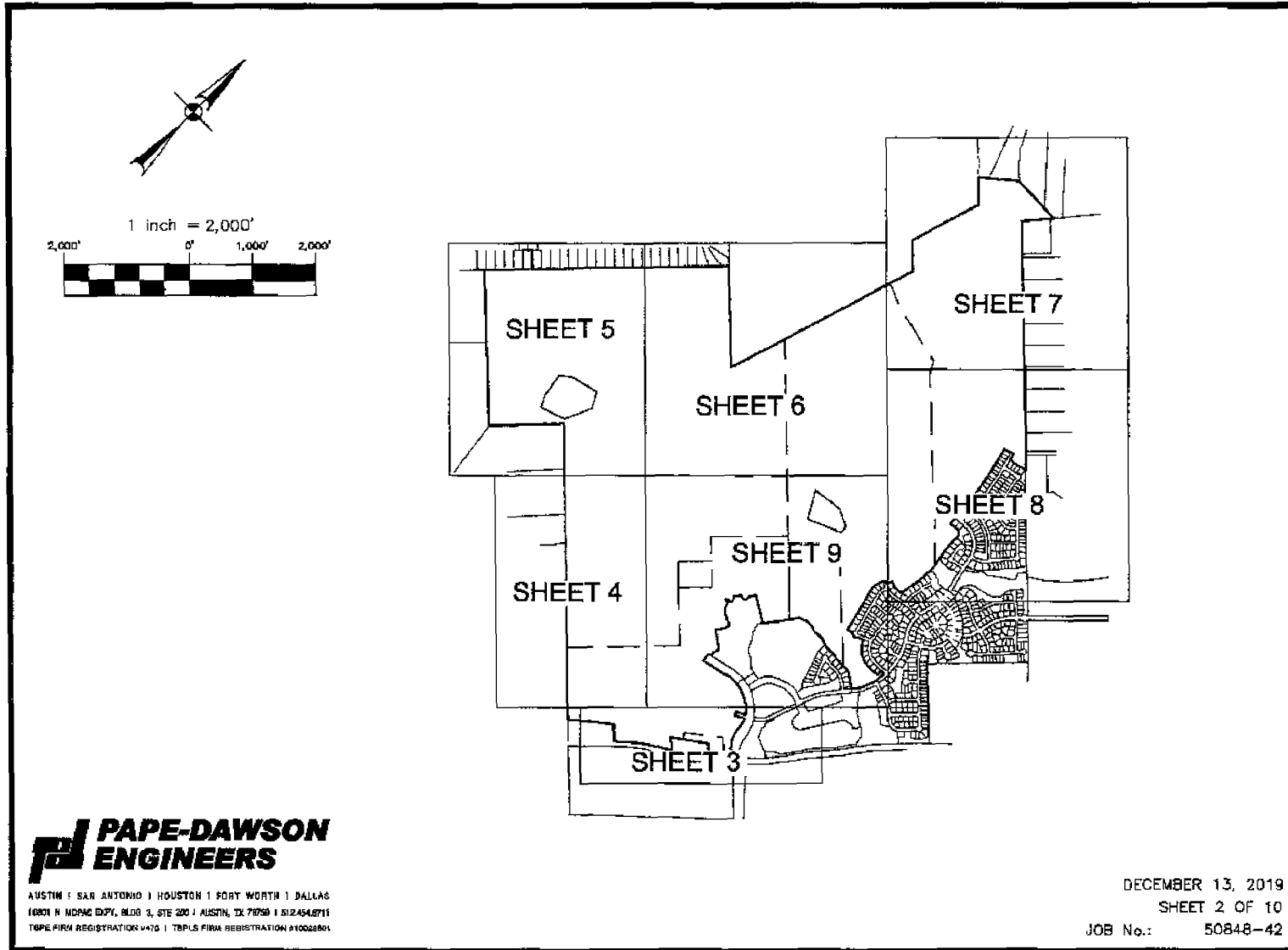
SHEET 1 OF 10

JOB No.: 50848-42

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Exhibit "B-1" - Page 2

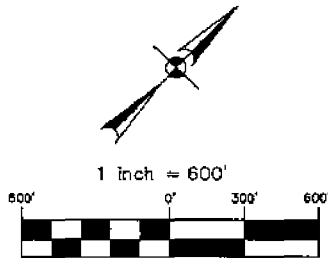
KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME



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Exhibit "B-1" - Page 3

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

**LEGEND:**

C.F.N. COUNTY FILING NUMBER OF HAYS COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
 P.R. PLAT RECORDS OF HAYS COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREBY INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD2011), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
3. ADJOINERS ARE FOR INFORMATIONAL USE ONLY.

PAPE-DAWSON
ENGINEERS

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 10801 M LOPAD EXPY, BLDG 5, STE 200 | AUSTIN, TX 78759 | 512.454.0711
 TXPE FIRM REGISTRATION #470 | TOLPS FIRM REGISTRATION #1008802

MATCHLINE
 SHEET 4 OF 10

MATCHLINE SHEET 9 OF 10

**1,024.002
 ACRES**

F.M. 2439/HUNTER ROAD
 (VARIABLE WIDTH RIGHT OF WAY)

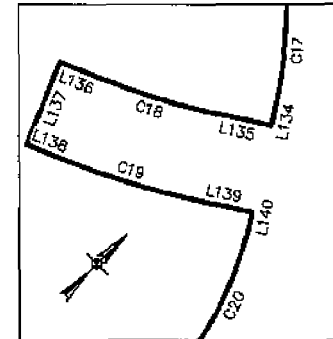
E. BURLESON
 SECTION NO. 18
 ABSTRACT NO. 63

DANCING OAK LANE
 (80' PRIVATE STREET)
 LOT 1, BLOCK B PASO ROBLES PHASE
 3D DOC. NO. 19001211 (O.P.R.)
 PASO ROBLES, PHASE 5A-2
 DOC. NO. 19028798 (O.P.R.)
 W. CENTERPOINT ROAD
 (VARIABLE WIDTH RIGHT OF WAY)
 PASO ROBLES, PHASE 1
 VOL. 19, PG. 34 (P.R.)

CENTERPOINT ROAD
 (COUNTY ROAD NO. 234)
 (VARIABLE WIDTH RIGHT OF WAY)

CURVE TABLE

CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	2150.65'	1°50'12"	S44°20'04"W	69.25'	59.26'
C2	1950.08'	13°28'07"	S53°08'58"W	457.91'	458.87'
C3	205.00'	17°05'53"	N23°18'11"W	60.95'	61.18'
C4	125.00'	30°17'44"	S28°19'45"E	65.33'	66.09'
C5	275.00'	3°43'08"	N49°00'17"W	17.85'	17.85'
C6	50.00'	149°24'19"	S87°01'08"E	96.48'	130.38'
C7	15.00'	52°01'12"	N44°17'18"E	13.16'	13.62'
C8	15.00'	93°15'09"	S47°38'08"E	21.61'	24.41'
C9	720.00'	11°24'45"	S4°41'49"W	143.18'	143.42'
C10	720.00'	28°19'20"	S24°33'52"W	352.28'	355.91'
C11	60.00'	160°53'31"	S54°08'22"W	118.34'	166.49'
C12	50.00'	14°14'50"	S2°05'19"W	12.40'	12.43'
C13	1035.00'	1°56'18"	S78°32'10"W	35.01'	35.01'
C14	1165.00'	2°42'17"	N78°09'11"E	54.99'	55.00'
C15	610.00'	18°51'43"	N86°13'54"E	109.91'	200.81'
C16	610.00'	42°45'16"	S82°57'37"E	444.70'	455.19'
C17	355.75'	9°04'18"	S37°02'51"E	56.26'	56.32'
C18	470.00'	9°31'34"	S62°15'04"W	78.05'	78.14'
C19	530.00'	9°31'34"	N62°15'04"E	88.02'	88.12'
C20	255.75'	27°03'07"	S18°59'09"E	119.63'	120.75'
C21	394.25'	39°43'30"	S25°19'21"E	267.90'	273.35'

DETAIL "A"

SCALE: 1" = 100'

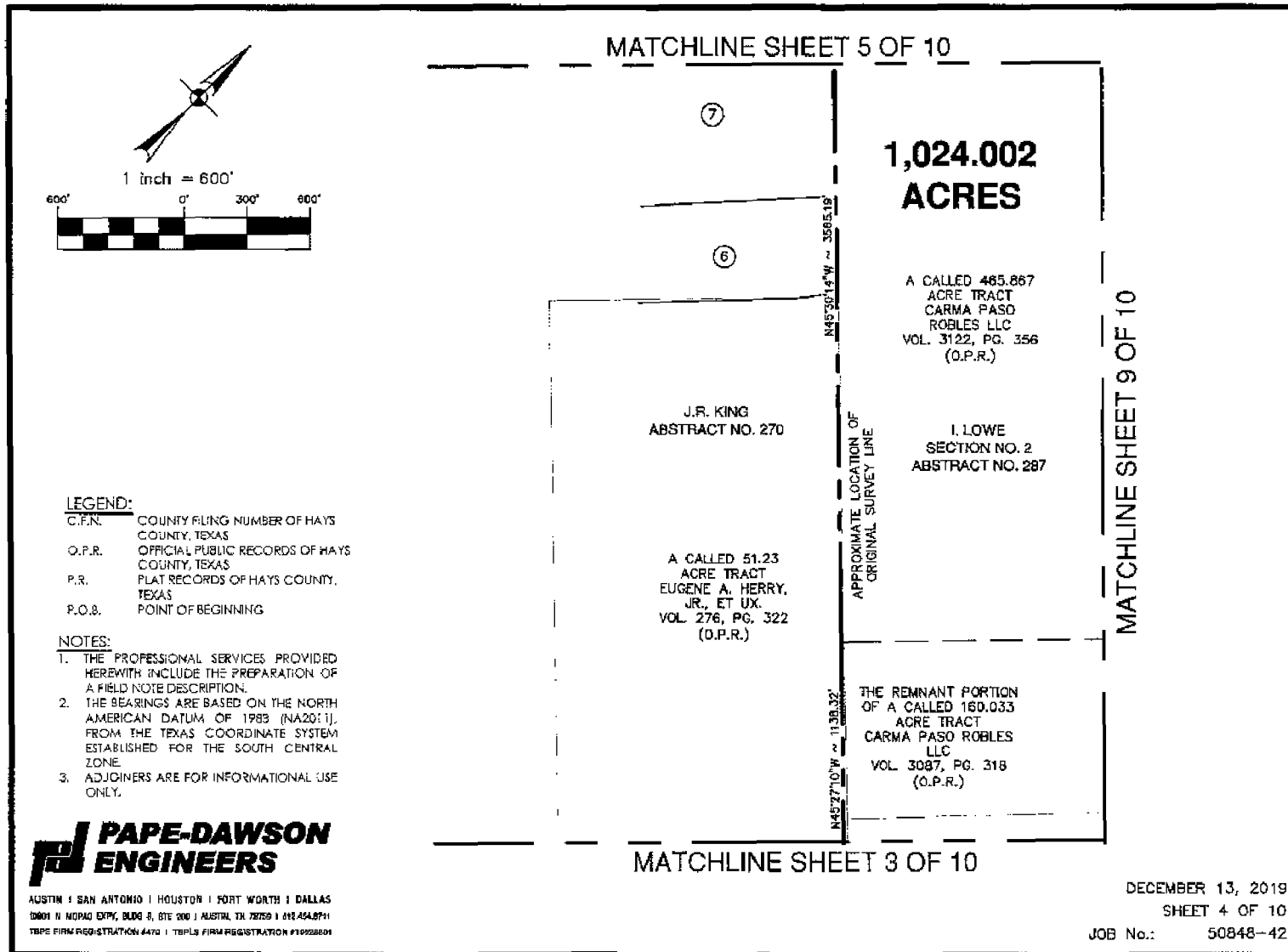
DECEMBER 13, 2019

SHEET 3 OF 10

JOB No.: 50848-42

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

Exhibit "B-1" - Page 4



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Exhibit "B-1" – Page 5

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

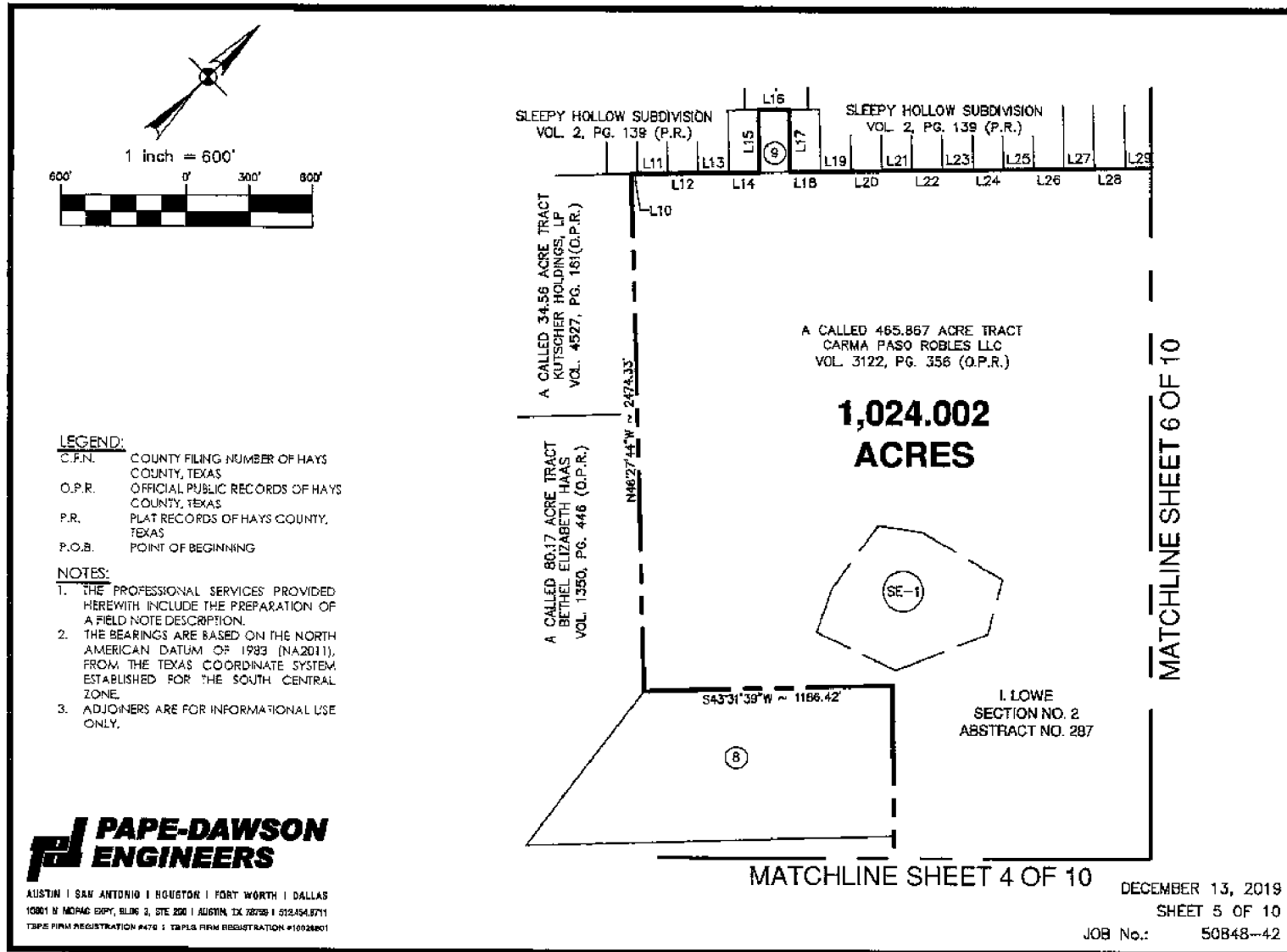


Exhibit "B-1" - Page 6

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

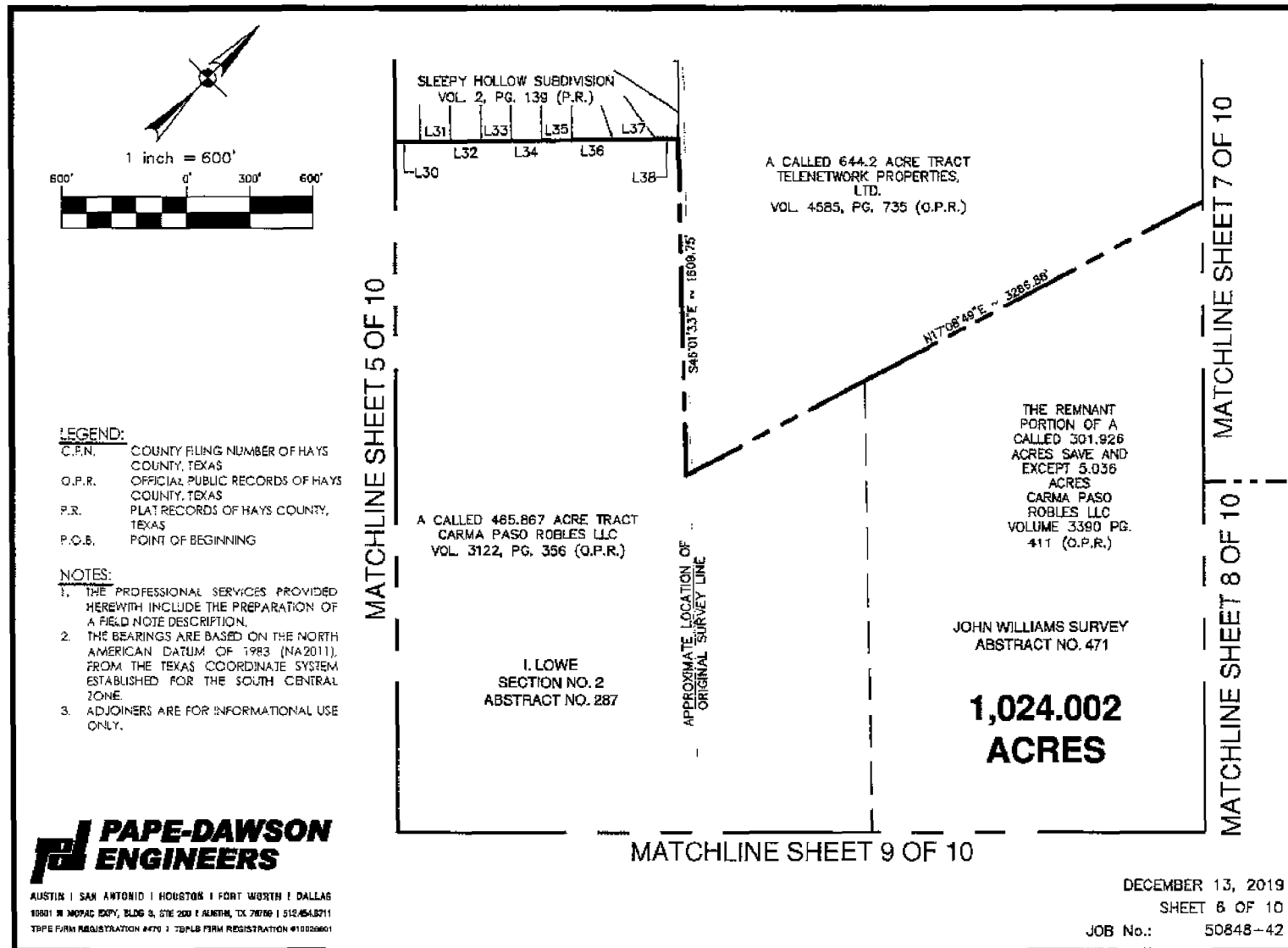
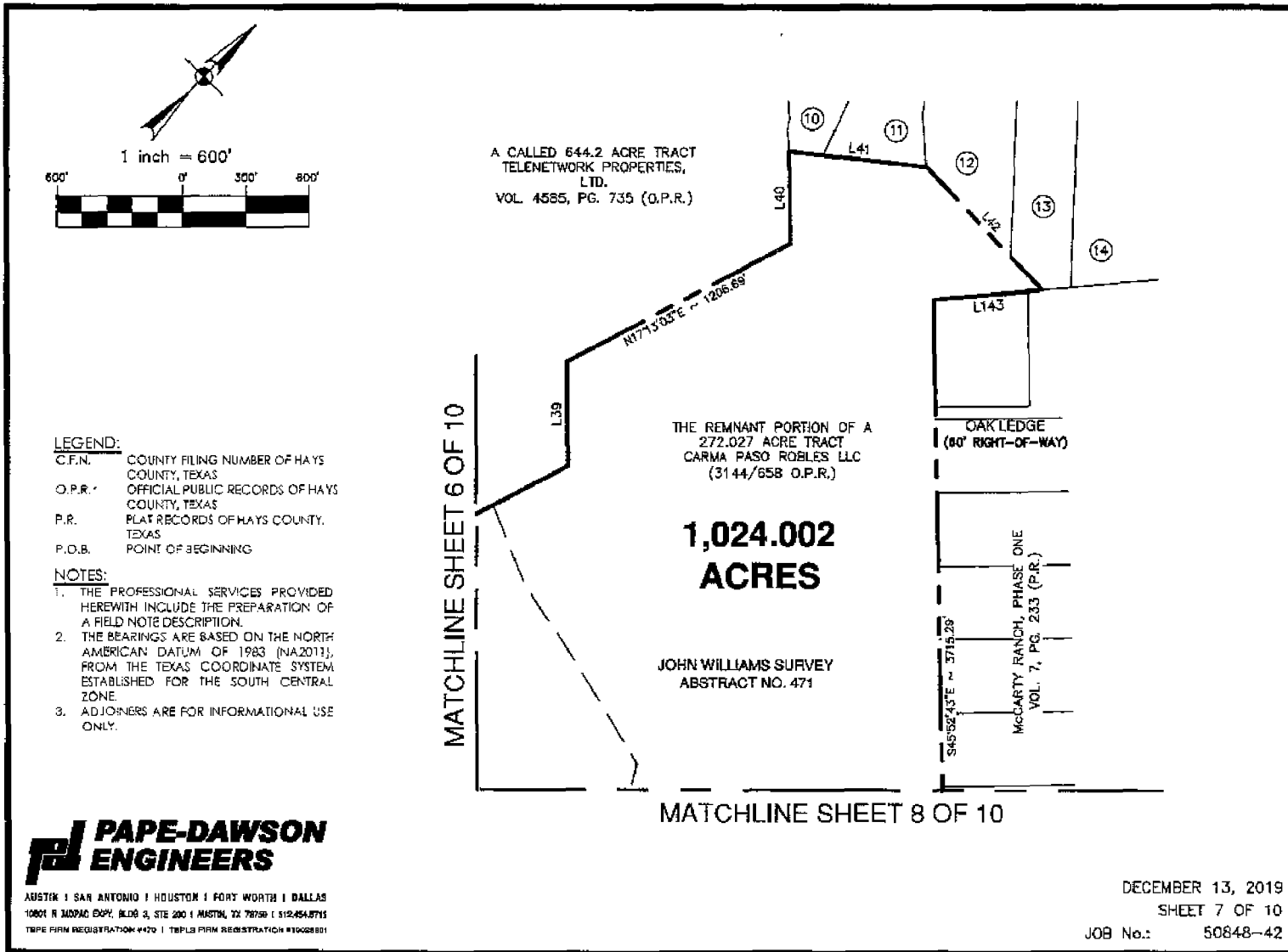


Exhibit "B-1" – Page 7

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME



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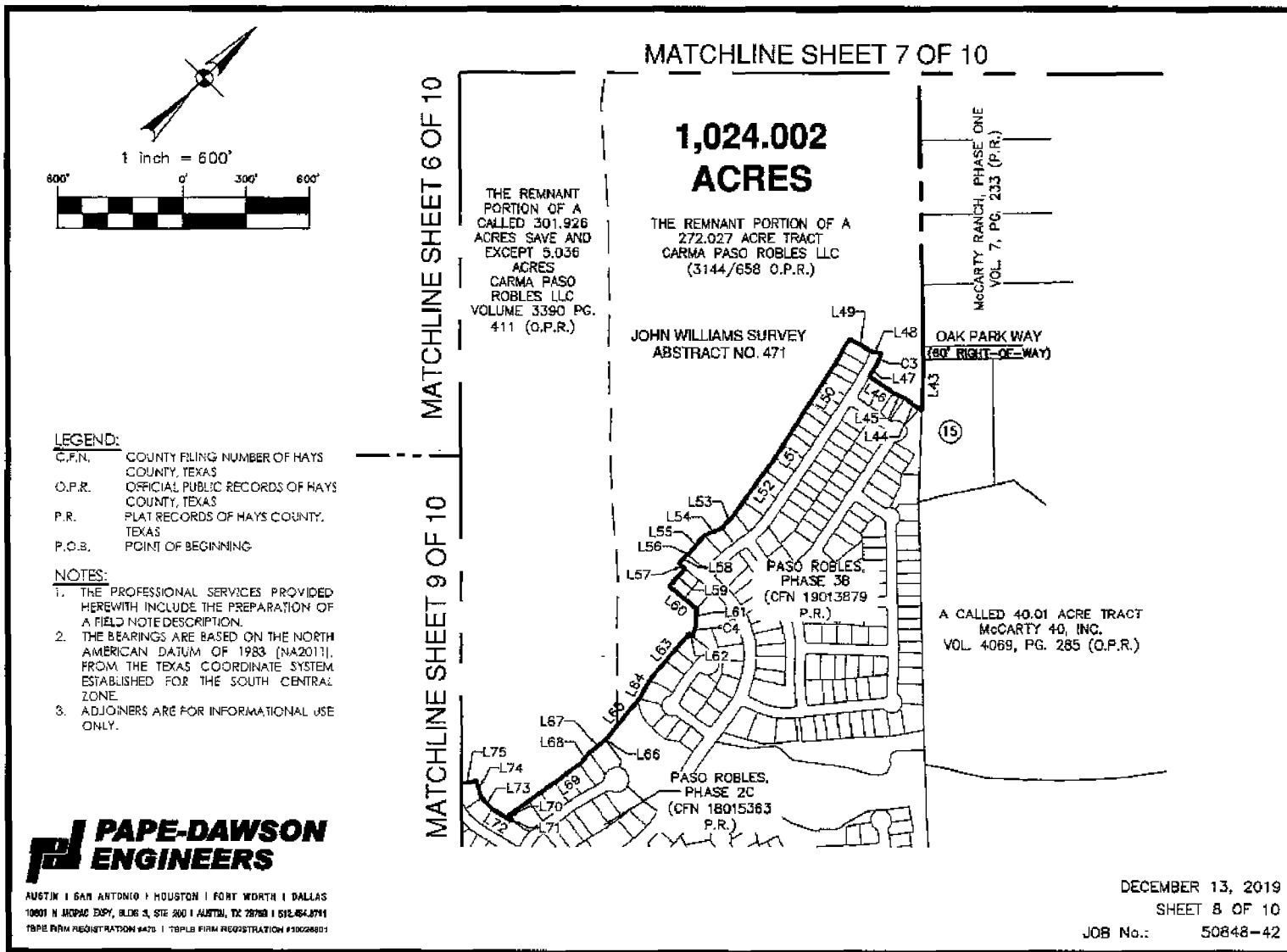


Exhibit "B-1" - Page 9

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

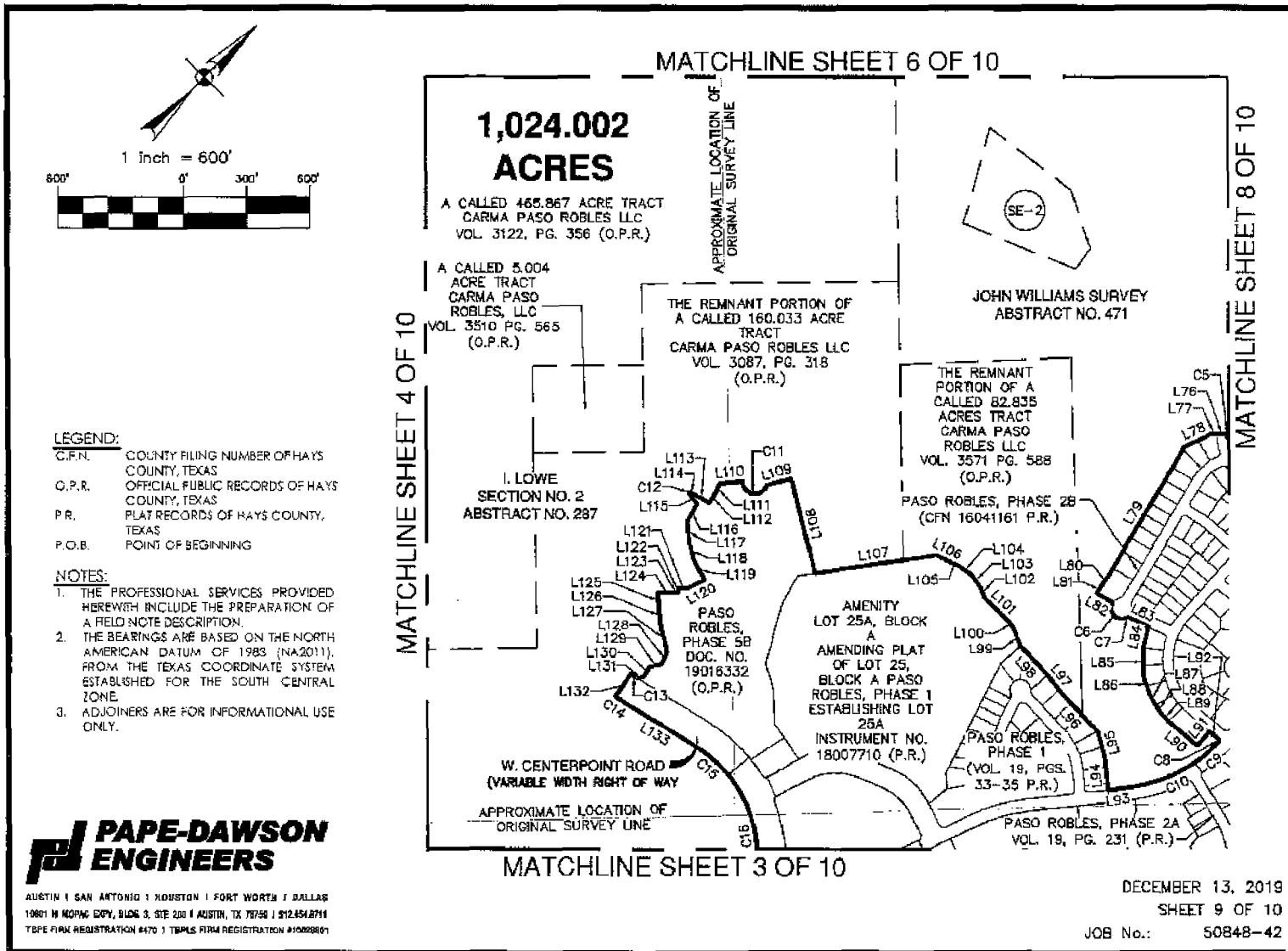


Exhibit "B-1" - Page 10

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S48°02'07"W	281.76'
L2	N45°44'53"W	209.32'
L3	S54°38'57"W	619.26'
L4	S51°42'09"E	217.48'
L5	S59°53'31"W	284.37'
L6	S46°24'24"W	183.31'
L7	N45°34'41"W	276.11'
L8	S51°37'32"W	39.80'
L9	S51°36'28"W	703.19'
L10	N42°16'33"E	28.53'
L11	N44°24'02"E	148.42'
L12	N44°11'17"E	145.74'
L13	N44°03'14"E	145.72'
L14	N44°25'01"E	146.17'
L15	N45°58'15"W	298.73'
L16	N44°04'16"E	148.84'
L17	S45°54'33"E	298.48'
L18	N44°08'17"E	148.46'
L19	N43°56'55"E	145.44'
L20	N44°05'56"E	145.91'
L21	N44°29'25"E	145.12'
L22	N43°40'19"E	148.38'
L23	N44°20'28"E	145.03'
L24	N44°13'03"E	145.49'
L25	N43°53'36"E	145.05'
L26	N44°14'07"E	145.21'
L27	N44°24'20"E	145.52'
L28	N44°06'52"E	145.20'
L29	N43°58'52"E	145.24'
L30	N44°39'50"E	144.71'

LINE TABLE		
LINE #	BEARING	LENGTH
L31	N44°38'33"E	145.24'
L32	N44°16'09"E	144.98'
L33	N43°41'15"E	144.88'
L34	N44°15'04"E	144.87'
L35	N44°00'02"E	144.96'
L36	N44°23'04"E	194.95'
L37	N44°04'48"E	203.95'
L38	N44°36'40"E	106.93'
L39	N45°41'06"W	495.49'
L40	N45°41'38"W	439.64'
L41	N51°25'56"E	655.14'
L42	S88°07'26"E	804.50'
L43	S42°56'06"E	244.29'
L44	S80°38'33"W	98.02'
L45	S71°42'24"W	60.53'
L46	S79°16'09"W	139.21'
L47	N14°43'15"W	61.72'
L48	S58°10'53"W	50.00'
L49	S75°16'46"W	112.42'
L50	S12°52'18"E	598.27'
L51	S10°32'01"E	70.00'
L52	S9°13'11"E	327.70'
L53	S4°08'38"E	91.71'
L54	S22°21'18"W	93.77'
L55	S5°01'49"E	123.33'
L56	S84°58'11"W	5.79'
L57	N84°58'11"E	36.65'
L58	S5°01'49"E	80.00'
L59	S5°01'49"E	112.76'
L60	N84°58'11"E	170.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L61	S41°43'53"E	66.84'
L62	S84°16'53"W	18.45'
L63	S4°28'11"E	290.84'
L64	S16°05'07"E	101.50'
L65	S5°06'50"E	235.31'
L66	N81°15'39"W	0.06'
L67	S6°21'58"W	100.17'
L68	S4°15'19"E	71.84'
L69	S8°44'21"W	425.09'
L70	N77°04'20"E	20.57'
L71	S14°12'47"E	8.00'
L72	S77°04'20"W	98.79'
L73	N89°45'45"W	73.68'
L74	N62°16'46"W	88.31'
L75	S37°02'24"W	91.78'
L76	S42°51'18"W	50.00'
L77	S50°47'01"W	22.33'
L78	S20°28'39"W	142.83'
L79	S14°16'49"E	715.76'
L80	S9°31'00"E	60.21'
L81	S14°16'49"E	41.83'
L82	N75°43'11"E	90.03'
L83	N70°17'55"E	101.14'
L84	S29°58'00"E	105.01'
L85	S46°33'59"E	137.05'
L86	S63°32'57"E	80.56'
L87	S72°51'36"E	68.84'
L88	S78°45'11"E	55.78'
L89	N89°13'56"E	42.91'
L90	N85°44'17"E	175.95'

LINE TABLE		
LINE #	BEARING	LENGTH
L91	N4°15'43"W	90.00'
L92	N85°44'17"E	52.65'
L93	S38°43'32"W	83.69'
L94	N51°16'28"W	154.87'
L95	N59°36'08"W	126.08'
L96	N87°50'29"W	271.19'
L97	N83°24'33"W	90.27'
L98	N87°50'29"W	190.00'
L99	N63°52'38"W	90.24'
L100	N83°07'17"W	49.71'
L101	S88°39'36"W	146.97'
L102	N68°06'07"W	63.22'
L103	N80°38'12"W	71.73'
L104	S80°12'02"W	70.24'
L105	S68°41'25"W	49.49'
L106	S71°32'46"W	72.87'
L107	S36°29'08"W	581.42'
L108	N58°54'18"W	465.29'
L109	S29°57'33"W	120.68'
L110	S39°24'21"W	110.00'
L111	S22°57'35"E	45.90'
L112	S14°43'32"E	60.00'
L113	S75°17'34"W	90.41'
L114	S66°39'48"W	14.29'
L115	S82°59'37"E	64.51'
L116	S15°37'13"E	93.72'
L117	S49°36'59"E	101.67'
L118	S59°01'12"E	84.76'
L119	S73°02'20"E	109.31'
L120	S16°57'40"W	88.63'

LINE TABLE		
LINE #	BEARING	LENGTH
L121	S44°57'54"W	49.04'
L122	S46°56'17"E	19.95'
L123	S38°12'32"W	21.09'
L124	S44°43'07"W	75.73'
L125	S50°20'47"E	75.42'
L126	S49°34'47"E	89.71'
L127	S57°04'00"E	145.55'
L128	S16°51'58"E	62.08'
L129	S33°35'55"W	54.99'
L130	S11°57'16"E	55.36'
L131	S33°10'36"W	30.85'
L132	S10°29'41"E	130.00'
L133	N76°48'02"E	396.70'
L134	S32°30'43"E	10.09'
L135	S57°29'17"W	43.07'
L136	S67°00'51"W	28.19'
L137	S22°59'09"E	60.00'
L138	N87°00'51"E	28.19'
L139	N57°29'17"E	43.07'
L140	S32°30'43"E	2.25'
L141	S5°27'36"E	115.43'
L142	S46°11'06"E	173.77'
L143	S38°48'33"W	518.49'



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 TSP# FIRM REGISTRATION #470 | TSP# FIRM REGISTRATION #50028601

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Exhibit "B-1" - Page 11

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

DECEMBER 13, 2019

SHEET 10 OF 10

JOB No.: 50848-42



FIELD NOTES

FOR

A 1,024.002 ACRE TRACT OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471, E. BURLESON SURVEY, ABSTRACT NO. 63, AND THE I. LOWE SURVEY, ABSTRACT NO. 287, ALL BEING IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS, BEING ALL OF A 1,038.161 ACRE TRACT COMPRISED OF: A CALLED 465.867 ACRE TRACT, CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3122, PG. 356 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, THE REMNANT PORTION OF A CALLED 301.926 ACRE TRACT CONVEYED TO CARMA PASO ROBLES, LLC, RECORDED IN VOL. 3390, PG. 411 OF SAID OFFICIAL PUBLIC RECORDS, THE REMNANT PORTION OF A CALLED 160.033 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3087, PG. 318 OF SAID OFFICIAL PUBLIC RECORDS, THE REMNANT PORTION OF A 272.027 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3144, PG. 658 OF SAID OFFICIAL PUBLIC RECORDS, THE REMNANT PORTION OF A 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3571, PG. 588 OF SAID OFFICIAL PUBLIC RECORDS, AND A CALLED 5.004 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3510, PG. 565 OF SAID OFFICIAL PUBLIC RECORDS, **SAVE AND EXCEPT:** AN OUT PARCEL OF A CALLED 9.123 ACRE TRACT, BEING THE REMAINDER OF A CALLED 626.6697 ACRE TRACT CONVEYED TO LOWMAN PASTURELANDS, LTD. RECORDED IN VOL. 1197, PG. 12 OF SAID OFFICIAL PUBLIC RECORDS, AND AN OUT PARCEL OF A CALLED 5.036 ACRE TRACT, CONVEYED TO WALTER KENNETH BARNES, ET AL. RECORDED IN COUNTY FILE NUMBER 9908734, AND THE BARNES FAMILY LIMITED PARTNERSHIP, RECORDED IN VOL. 2211, PG. 789 OF SAID OFFICIAL PUBLIC RECORDS. SAID 1,024.002 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

BEGINNING at a point in the north right-of-way line of F.M. 2439/Hunter Road, a variable width right-of-way, said point being the southeast corner of the Remnant Portion of a called 0.6509 acre tract conveyed to Carma Paso Robles LLC, recorded in Vol. 4668, Pg. 157 of said Official Public Records, also being the southwest terminus of W. Centerpoint Road, a variable width right-of-way hereof,

THENCE S 48°02'07" W, with the north right-of-way line of F.M. 2439/Hunter Road, in part with the south line of said Remnant Portion of a 0.6509 acre tract, same being in part the south line of said Remnant Portion of a 160.033 acre tract, also being in part the south line of a called

TBPE Firm Registration #4701 TBPLS Firm Registration #10028801

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1,024.002 Acre
 Job No. 50848-42
 Page 2 of 13

5.112 acre tract, conveyed to Carma Paso Robles LLC, recorded in Vol. 3395, Pg. 388, of said Official Public Records, a distance of **281.76 feet** to an angle point of non-tangent curvature hereof,

THENCE along the arc of a curve to the right, with the north right-of-way line of F.M. 2439/Hunter Road, having a **radius of 2160.65 feet**, a **central angle of 01°50'12"**, a **chord bearing and distance of S 44°20'04" W, 69.26 feet**, an **arc length of 69.26 feet** to a **calculated point** of non-tangency for the southeast corner of a called 3.106 acre tract conveyed to Hays County Emergency Services District No. 3, recorded in Vol. 4668, Pg. 122 of said Official Public Records hereof,

THENCE N 45°44'53" W, departing the north right-of-way line of F.M. 2439/Hunter Road, with the west line of said 5.112 acre tract, a distance of **209.32 feet** for an angle point hereof,

THENCE S 54°38'57" W, with the north line of said 3.106 acre tract, same being in part a south line of said 5.112 acre tract, and in part a south line of said Remnant Portion of a 160.033 acre tract, a distance of **619.26 feet** for an angle point hereof,

THENCE S 51°42'09" E, with the west line of said 3.106 acre tract, same being an east line of said Remnant Portion of a 160.033 acre tract, a distance of **217.48 feet** for an angle point being the southwest corner of said 3.106 acre tract, same being a point in the north right-of-way line of F.M. 2439/Hunter Road hereof,

THENCE with the north right-of-way line of F.M. 2439/Hunter Road, same being a south line of said Remnant Portion of a 160.033 acre tract, the following three (3) courses and distances:

1. **S 59°53'31" W**, a distance of **284.37 feet** for a calculated point of tangent curvature hereof,
2. along the arc of a curve to the left, having a **radius of 1950.08 feet**, a **central angle of 13°29'07"**, a **chord bearing and distance of S 53°08'58" W, 457.91 feet**, an **arc length of 458.97 feet** to a **calculated point** of tangency hereof, and
3. **S 46°24'24" W**, a distance of **183.31 feet** to an angle point being a point in the north right-of-way line of F.M. 2439/Hunter Road, same being a southwest corner of said Remnant Portion of a 160.033 acre tract, hereof,

THENCE N 45°34'41" W, departing the north right-of-way line of F.M. 2439/Hunter Road, with a west line of said Remnant Portion of a 160.033 acre tract, a distance of **276.11 feet** for an angle point hereof,

THENCE S 51°37'32" W, with a south line of said Remnant Portion of a 160.033 acre tract, a distance of **39.90 feet** to an angle point hereof,



1,024.002 Acre
 Job No. 50848-42
 Page 3 of 13

THENCE S 51°36'26" W, with a south line of said Remnant Portion of a 160.033 acre tract, a distance of **703.19 feet** to an angle point hereof,

THENCE N 45°27'10" W, with the west line of said Remnant Portion of a 160.033 acre tract, a distance of **1138.32 feet** to an angle point for the westernmost corner of said Remnant Portion of a 160.033 acre tract, same being the southwest corner of said 465.867 acre tract hereof,

THENCE with the west boundary line of said 465.867 acre tract, the following three (3) courses and distances:

1. **N 45°30'14" W**, a distance of **3565.19 feet** for an angle point hereof,
2. **S 43°31'39" W**, a distance of **1186.42 feet** for an angle point hereof, and
3. **N 46°27'44" W**, a distance of **2474.33 feet** to an angle point being the westernmost corner of said 465.867 acre tract, same being a point in the south boundary line of Sleepy Hollow Subdivision, recorded in Vol. 2, Pg. 139 of the Plat Records of Hays County, Texas, for the westernmost corner hereof,

THENCE with the south boundary line of said Sleepy Hollow Subdivision, same being the northwest line of said 465.867 acre tract, the following five (5) courses and distances:

1. **N 42°16'33" E**, a distance of **28.53 feet** for an angle point hereof,
2. **N 44°24'02" E**, a distance of **145.42 feet** for an angle point hereof,
3. **N 44°11'17" E**, a distance of **145.74 feet** for an angle point hereof,
4. **N 44°03'14" E**, a distance of **145.72 feet** for an angle point hereof, and
5. **N 44°25'01" E**, a distance of **146.17 feet** to an angle point being the southwest corner of a called Lot 7, conveyed to Carma Paso Robles LLC, recorded in Vol. 3122, Pg. 356 of said Official Public Records, hereof,

THENCE departing the northwest line of said 465.867 acre tract, with the south boundary line of said Sleepy Hollow Subdivision, same being the outer boundary of said Lot 7, the following three (3) courses and distances:

1. **N 45°58'15" W**, a distance of **298.73 feet** for an angle point hereof,
2. **N 44°04'15" E**, a distance of **145.64 feet** for an angle point hereof,



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3. **S 45°54'33" E**, a distance of **298.48 feet** to an angle point in the northwest line of said 465.867 acre tract hereof,

THENCE with the south boundary line of said Sleepy Hollow Subdivision, same being the northwest line of said 465.867 acre tract, the following twenty-one (21) courses and distances:

1. **N 44°06'17" E**, a distance of **145.46 feet** for an angle point hereof,
2. **N 43°56'55" E**, a distance of **145.44 feet** for an angle point hereof,
3. **N 44°05'56" E**, a distance of **145.91 feet** for an angle point hereof,
4. **N 44°29'25" E**, a distance of **145.12 feet** for an angle point hereof,
5. **N 43°40'19" E**, a distance of **145.38 feet** for an angle point hereof,
6. **N 44°20'28" E**, a distance of **145.03 feet** for an angle point hereof,
7. **N 44°13'03" E**, a distance of **145.49 feet** for an angle point hereof,
8. **N 43°53'38" E**, a distance of **145.05 feet** for an angle point hereof,
9. **N 44°14'07" E**, a distance of **145.21 feet** for an angle point hereof,
10. **N 44°24'20" E**, a distance of **145.52 feet** for an angle point hereof,
11. **N 44°06'52" E**, a distance of **145.20 feet** for an angle point hereof,
12. **N 43°58'52" E**, a distance of **145.24 feet** for an angle point hereof,
13. **N 44°39'50" E**, a distance of **144.71 feet** for an angle point hereof,
14. **N 44°38'33" E**, a distance of **145.24 feet** for an angle point hereof,
15. **N 44°16'09" E**, a distance of **144.98 feet** for an angle point hereof,
16. **N 43°41'15" E**, a distance of **144.88 feet** for an angle point hereof,
17. **N 44°15'04" E**, a distance of **144.87 feet** for an angle point hereof,
18. **N 44°00'02" E**, a distance of **144.96 feet** for an angle point hereof,



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19. **N 44°23'04" E**, a distance of **194.95 feet** for an angle point hereof,

20. **N 44°04'48" E**, a distance of **203.95 feet** for an angle point hereof,

21. **N 44°36'40" E**, a distance of **108.93 feet** to an angle point for the northwest corner of said 465.867 acre tract hereof,

THENCE S 46°01'33" E, departing the south line of said Sleepy Hollow Subdivision, with a northeast line of said 465.867 acre tract, a distance of **1609.75 feet** for an angle point hereof,

THENCE N 17°08'49" E, with, in part, the north line of said 465.867 acre tract, said Remnant Portion of a 301.926 acre tract, and said Remnant Portion of a 272.027 acre tract, a distance of **3266.88 feet** for an angle point hereof,

THENCE with the northwesterly line of said Remnant Portion of a 272.027 acre tract, the following six (6) courses and distances:

1. **N 45°41'06" W**, a distance of **495.49 feet** for an angle point hereof,
2. **N 17°13'03" E**, a distance of **1206.69 feet** for an angle point hereof,
3. **N 45°41'38" W**, a distance of **439.64 feet** for an angle point hereof,
4. **N 51°25'56" E**, a distance of **655.14 feet** for an angle point hereof,
5. **S 88°07'26" E**, a distance of **804.50 feet** for an angle point hereof,
6. **S 39°48'33" W**, a distance of **518.49 feet** for an angle point hereof,

THENCE S 45°52'43" E, with the east line of said Remnant Portion of a called 272.027 are tract, same being the west line of McCarty Ranch, Phase One, recorded in Vol. 7, Pg. 233 of said plat Records, a distance of **3715.29 feet** for an angle point hereof,

THENCE S 42°58'06" E, with the east boundary line of said Remnant Portion of a called 272.027 acre tract, a distance of **244.29 feet** for an angle point hereof,

THENCE with the north boundary line of Paso Robles, Phase 3B, recorded in County File Number 19013879 of said Plat Records, same being, in part, the south line of said Remnant Portion of a called 272.027 acre tract, and said Remnant Portion of a 301.926 acre tract, the following twenty-four (24) courses and distances:

1. **S 80°38'33" W**, a distance of **98.02 feet** for an angle point hereof,



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2. S 71°42'24" W, a distance of 60.53 feet for an angle point hereof,
3. S 79°16'09" W, a distance of 139.21 feet for an angle point hereof,
4. N 14°43'15" W, a distance of 61.72 feet for a calculated point of tangent curvature hereof,
5. along the arc of a curve to the left, having a radius of 205.00 feet, a central angle of 17°05'53", a chord bearing and distance of N 23°16'11" W, 60.95 feet, an arc length of 61.18 feet for a point of tangency hereof,
6. S 58°10'53" W, a distance of 50.00 feet for an angle point hereof,
7. S 75°16'45" W, a distance of 112.42 feet for an angle point hereof,
8. S 12°52'19" E, a distance of 598.27 feet for an angle point hereof,
9. S 10°32'01" E, a distance of 70.00 feet for an angle point hereof,
10. S 09°13'11" E, a distance of 327.70 feet for an angle point hereof,
11. S 04°08'38" E, a distance of 91.71 feet for an angle point hereof,
12. S 22°21'18" W, a distance of 93.77 feet for an angle point hereof,
13. S 05°01'49" E, a distance of 123.33 feet for an angle point hereof,
14. S 84°58'11" W, a distance of 5.79 feet for an angle point hereof,
15. S 05°01'49" E, a distance of 60.00 feet for an angle point hereof,
16. N 84°58'11" E, a distance of 36.65 feet for an angle point hereof,
17. S 05°01'49" E, a distance of 112.76 feet for an angle point hereof,
18. N 84°58'11" E, a distance of 170.00 feet for an angle point hereof,
19. S 41°43'53" E, a distance of 66.64 feet for a point of non-tangent curvature hereof,
20. along the arc of a curve to the right, having a radius of 125.00 feet, a central angle of 30°17'44", a chord bearing and distance of S 28°19'45" E, 65.33 feet, an arc length of 66.09 feet to an angle point of non-tangency hereof,



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21. **S 84°15'53" W**, a distance of **18.45 feet** for an angle point hereof,
22. **S 04°28'11" E**, a distance of **290.84 feet** for an angle point hereof,
23. **S 16°05'07" E**, a distance of **101.60 feet** for an angle point hereof,
24. **S 05°06'50" E**, a distance of **255.31 feet** to an angle point for the southwest corner of said Paso Robles, Phase 3B, same being the northwest corner of a called Paso Robles, Phase 2C, recorded in County File Number 18015363 of said Plat Records hereof,

THENCE with the west boundary line of said Paso Robles, Phase 2C, same being the east line of said Remnant Portion of a 301.926 acre tract, the following six (6) courses and distances:

1. **N 81°15'39" W**, a distance of **0.06 feet** for an angle point hereof,
2. **S 05°21'58" W**, a distance of **100.17 feet** for an angle point hereof,
3. **S 04°15'19" E**, a distance of **71.84 feet** for an angle point hereof,
4. **S 08°44'21" W**, a distance of **425.09 feet** for an angle point hereof,
5. **N 77°04'20" E**, a distance of **20.57 feet** for an angle point hereof,
6. **S 14°12'47" E**, a distance of **8.00 feet** to an angle point for the southwest corner of said Paso Robles, Phase 2C, same being the northwest corner of Paso Robles, Phase 2B recorded in County File Number 16041161 of said Plat Records hereof,

THENCE with the west boundary line of said Paso Robles, Phase 2B, same being the east line of said Remnant Portion of a 301.926 acre tract, the following twenty-six (26) courses and distances:

1. **S 77°04'20" W**, a distance of **98.79 feet** for an angle point hereof,
2. **N 89°45'45" W**, a distance of **73.68 feet** for an angle point hereof,
3. **N 62°16'46" W**, a distance of **86.31 feet** for an angle point hereof,
4. **S 37°02'24" W**, a distance of **91.78 feet** for a point of non-tangent curvature hereof,
5. along the arc of a curve to the right, having a **radius** of **275.00 feet**, a **central angle** of **03°43'09"**, a **chord bearing** and distance of **N 49°00'17" W**, **17.85 feet**, an **arc length** of **17.85 feet** to an angle point of non-tangency hereof,



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6. S 42°51'18" W, a distance of **50.00 feet** for an angle point hereof,
7. S 50°47'01" W, a distance of **22.33 feet** for an angle point hereof,
8. S 20°28'39" W, a distance of **142.83 feet** for an angle point hereof,
9. S 14°16'49" E, a distance of **715.76 feet** for an angle point hereof,
10. S 09°31'00" E, a distance of **60.21 feet** for an angle point hereof,
11. S 14°16'49" E, a distance of **41.83 feet** for an angle point hereof,
12. N 75°43'11" E, a distance of **90.03 feet** for a point of non-tangent curvature hereof,
13. along the arc of a curve to the left, having a **radius of 50.00 feet**, a **central angle of 149°24'19"**, a **chord bearing and distance of S 87°01'08" E, 96.46 feet**, an **arc length of 130.38 feet** to an angle point of on-tangency hereof,
14. along the arc of a curve to the right, having a **radius of 15.00 feet**, a **central angle of 52°01'12"**, a **chord bearing and distance of N 44°17'18" E, 13.16 feet**, an **arc length of 13.62 feet** to an angle point of non-tangency hereof
15. N 70°17'55" E, a distance of **101.14 feet** for an angle point hereof,
16. S 29°58'00" E, a distance of **105.01 feet** for an angle point hereof,
17. S 46°33'59" E, a distance of **137.05 feet** for an angle point hereof,
18. S 63°32'57" E, a distance of **80.56 feet** for an angle point hereof,
19. S 72°51'36" E, a distance of **66.84 feet** for an angle point hereof,
20. S 78°45'11" E, a distance of **55.78 feet** for an angle point hereof,
21. N 89°13'56" E, a distance of **42.91 feet** for an angle point hereof,
22. N 85°44'17" E, a distance of **175.95 feet** for an angle point hereof,
23. N 04°15'43" W, a distance of **90.00 feet** for an angle point hereof,
24. N 85°44'17" E, a distance of **52.65 feet** for a point of tangent curvature hereof,



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25. along the arc of a curve to the right, having a **radius of 15.00 feet**, a **central angle of 93°15'09"**, a **chord bearing and distance of S 47°38'08" E, 21.81 feet**, an **arc length of 24.41 feet** to an angle point of tangency hereof,
26. along the arc of a curve to the right, having a **radius of 720.00 feet**, a **central angle of 11°24'45"**, a **chord bearing and distance of S 04°41'49" W, 143.18 feet**, an **arc length of 143.42 feet** to an angle point of tangency for the southwest corner of said Paso Robles, Phase 2B, same being the northwest corner of Paso Robles, Phase 2A, recorded in Vol. 19, Pg. 231 of said Plat Records, same being a point in the south line of said Remnant Portion of a 301.926 acre tract hereof,

THENCE along the arc of a curve to the right, with the west line of said Paso Robles, Phase 2A, same being a southeast line of said Remnant Portion of a 301.926 acre tract, having a **radius of 720.00 feet**, a **central angle of 28°19'20"**, a **chord bearing and distance of S 24°33'52" W, 352.29 feet**, an **arc length of 355.91 feet** to an angle point of tangency hereof,

THENCE S 38°43'32" W, with the west line of said Paso Robles, Phase 2A, same being a southeast line of said Remnant Portion of a 301.926 acre tract, a distance of **83.69 feet** to an angle point for the southwest corner of said Paso Robles, Phase 2A, same being a point in the east line of Paso Robles, Phase 1, recorded in Vol. 19, Pgs. 33-35 of said Plat Records hereof,

THENCE with the north line of said Paso Robles, Phase 1, same being, in part, the south line of said Remnant Portion of a 301.926 acre tract, and the south line of said Remnant Portion of a 82.835 acre tract, the following five (5) courses and distances:

1. **N 51°16'28" W**, a distance of **154.87 feet** for an angle point hereof,
2. **N 59°36'08" W**, a distance of **128.08 feet** for an angle point hereof,
3. **N 87°50'29" W**, a distance of **271.19 feet** for an angle point hereof,
4. **N 83°24'33" W**, a distance of **90.27 feet** for an angle point hereof,
5. **N 87°50'29" W**, a distance of **190.00 feet** to an angle point for the northwest corner of said Paso Robles, Phase 1, same being the northeast corner of Amenity Lot 25A, Block A Paso Robles, Phase 1 Establishing Lot 25A recorded in Document No. 18007710 of said Plat Records, also being a point in the south line of said Remnant Portion of a 82.835 acre tract hereof,



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THENCE with the north line of said Lot 25A, same being, in part, the south line of said Remnant Portion of a 82.835 acre tract, and said Remnant Portion of a 160.033 acre tract, the following nine (9) courses and distances:

1. **N 63°52'38" W**, a distance of **90.24 feet** for an angle point hereof,
2. **N 83°07'17" W**, a distance of **48.71 feet** for an angle point hereof,
3. **S 88°39'36" W**, a distance of **146.97 feet** for an angle point hereof,
4. **N 68°06'07" W**, a distance of **63.22 feet** for an angle point hereof,
5. **N 80°36'12" W**, a distance of **71.73 feet** for an angle point hereof,
6. **S 80°12'02" W**, a distance of **70.24 feet** for an angle point hereof,
7. **S 68°41'25" W**, a distance of **49.49 feet** for an angle point hereof,
8. **S 71°32'46" W**, a distance of **72.87 feet** for an angle point hereof,
9. **S 36°29'08" W**, a distance of **581.42 feet** to an angle point for the northeast corner of Paso Robles, Phase 5B, recorded in Document No. 19016332 of said Official Public records, same being a southwest corner of said remnant Portion of a 160.033 acre tract hereof,

THENCE with the westerly boundary line of said Paso Robles, Phase 5B, same being an east line of said Remnant Portion of a 160.033 acre tract, the following thirty-one (31) courses and distances:

1. **N 58°54'18" W**, a distance of **465.29 feet** for an angle point hereof,
2. **S 29°57'33" W**, a distance of **120.68 feet** for a point of non-tangency hereof,
3. along the arc of a curve to the right, having a **radius of 60.00 feet**, a **central angle of 160°53'31"**, a **chord bearing and distance of S 54°08'22" W, 118.34 feet**, an **arc length of 168.49 feet** to an angle point of non-tangency hereof,
4. **S 39°24'21" W**, a distance of **110.00 feet** for an angle point hereof,
5. **S 22°57'35" E**, a distance of **45.90 feet** for an angle point hereof,
6. **S 14°43'32" E**, a distance of **60.00 feet** for an angle point hereof,



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KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

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7. S 75°17'34" W, a distance of **90.41 feet** for an angle point hereof,
8. S 86°39'49" W, a distance of **14.29 feet** for a point of non-tangent curvature hereof,
9. along the arc of a curve to the right, having a **radius of 50.00 feet**, a **central angle of 14°14'50"**, a **chord bearing and distance of S 02°05'19" W, 12.40 feet**, an **arc length of 12.43 feet** to an angle point of non-tangency hereof,
10. S 82°55'37" E, a distance of **64.51 feet** for an angle point hereof,
11. S 15°37'13" E, a distance of **93.72 feet** for an angle point hereof,
12. S 49°36'59" E, a distance of **101.67 feet** for an angle point hereof,
13. S 59°01'12" E, a distance of **84.76 feet** for an angle point hereof,
14. S 73°02'20" E, a distance of **109.31 feet** for an angle point hereof,
15. S 16°57'40" W, a distance of **88.63 feet** for an angle point hereof,
16. S 44°57'54" W, a distance of **49.04 feet** for an angle point hereof,
17. S 45°56'17" E, a distance of **19.95 feet** for an angle point hereof,
18. S 38°12'32" W, a distance of **21.09 feet** for an angle point hereof,
19. S 44°43'07" W, a distance of **75.73 feet** for an angle point hereof,
20. S 50°20'47" E, a distance of **75.42 feet** for an angle point hereof,
21. S 49°34'47" E, a distance of **69.71 feet** for an angle point hereof,
22. S 57°04'00" E, a distance of **145.55 feet** for an angle point hereof,
23. S 18°51'59" E, a distance of **62.08 feet** for an angle point hereof,
24. S 33°35'55" W, a distance of **54.99 feet** for an angle point hereof,
25. S 11°57'16" E, a distance of **55.35 feet** for an angle point hereof,
26. S 33°10'36" W, a distance of **30.85 feet** for a point of non-tangent curvature hereof,



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27. along the arc of a curve to the right, having a **radius of 1035.00 feet**, a **central angle of 01°56'18"**, a **chord bearing and distance of S 78°32'10" W, 35.01 feet**, an **arc length of 35.01 feet** to an angle point of non-tangency hereof,
28. **S 10°29'41" E**, a distance of **130.00 feet** for a point of non-tangent curvature hereof,
29. along the arc of a curve to the left, having a **radius of 1165.00 feet**, a **central angle of 02°42'17"**, a **chord bearing and distance of N 78°09'11" E, 54.99 feet**, an **arc length of 55.00 feet** to an angle point of non-tangency hereof,
30. **N 76°48'02" E**, a distance of **396.70 feet** to a point of tangent curvature hereof,
31. along the arc of a curve to the right, having a **radius of 610.00 feet**, a **central angle of 18°51'43"**, a **chord bearing and distance of N 86°13'54" E, 199.91 feet**, an **arc length of 200.81 feet** to an angle point of tangency for the southeast corner of Paso Robles, Phase 5B, same being the southwest terminus of Dancing Oak Lane, a 60' right-of-way, also being a point in the east line of said Remnant Portion of a 160.033 acre tract hereof,

THENCE with the west right-of-way line of Dancing Oak Lane, same being the east line of said Remnant Portion of a 160.033 acre tract, the following fifteen (15) courses and distances:

1. along the arc of a curve to the right, having a **radius of 610.00 feet**, a **central angle of 42°45'16"**, a **chord bearing and distance of S 62°57'37" E, 444.70 feet**, an **arc length of 455.19 feet** to an angle point of tangency hereof,
2. along the arc of a curve to the right, having a **radius of 355.75 feet**, a **central angle of 09°04'16"**, a **chord bearing and distance of S 37°02'51" E, 56.26 feet**, an **arc length of 56.32 feet** to an angle point of tangency hereof,
3. **S 32°30'43" E**, a distance of **10.09 feet** for an angle point hereof,
4. **S 57°29'17" W**, a distance of **43.07 feet** for a point of tangent curvature hereof,
5. along the arc of a curve to the right, having a **radius of 470.00 feet**, a **central angle of 09°31'34"**, a **chord bearing and distance of S 62°15'04" W, 78.05 feet**, an **arc length of 78.14 feet** to an angle point of tangency hereof,
6. **S 67°00'51" W**, a distance of **28.19 feet** for an angle point hereof,
7. **S 22°59'09" E**, a distance of **60.00 feet** for an angle point hereof,
8. **N 67°00'51" E**, a distance of **28.19 feet** for a point of tangent curvature hereof,



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9. along the arc of a curve to the left, having a **radius of 530.00 feet**, a **central angle of 09°31'34"**, a **chord bearing and distance of N 62°15'04" E, 88.02 feet**, an **arc length of 88.12 feet** to an angle point of tangency hereof,
10. **N 57°29'17" E**, a distance of **43.07 feet** for an angle point hereof,
11. **S 32°30'43" E**, a distance of **2.25 feet** for a point of tangent curvature hereof,
12. along the arc of a curve to the right, having a **radius of 255.75 feet**, a **central angle of 27°03'07"**, a **chord bearing and distance of S 18°59'09" E, 119.63 feet**, an **arc length of 120.75 feet** to an angle point of tangency hereof,
13. **S 05°27'36" E**, a distance of **115.43 feet** for a point of tangent curvature hereof,
14. along the arc of a curve to the left, having a **radius of 394.25 feet**, a **central angle of 39°43'30"**, a **chord bearing and distance of S 25°19'21" E, 267.90 feet**, an **arc length of 273.35 feet** to an angle point of tangency hereof,
15. **S 45°11'06" E**, a distance of **173.77 feet** to **POINT OF BEGINNING** and containing 1,024.002 acres of land in the City of San Marcos, Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-42.

PREPARED BY: Pape-Dawson Engineers, Inc.
 DATE: November 1, 2019
 JOB No.: 50848-42
 DOC.ID.: H:\Survey\CIVIL\50848-42\Exhibits\Word\N50848-42_1024Ac_RemnantPortion.docx
 TBPE Firm Registration #470
 TBPLS Firm Registration #100288-01

Parker J. Graham

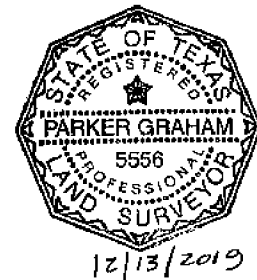
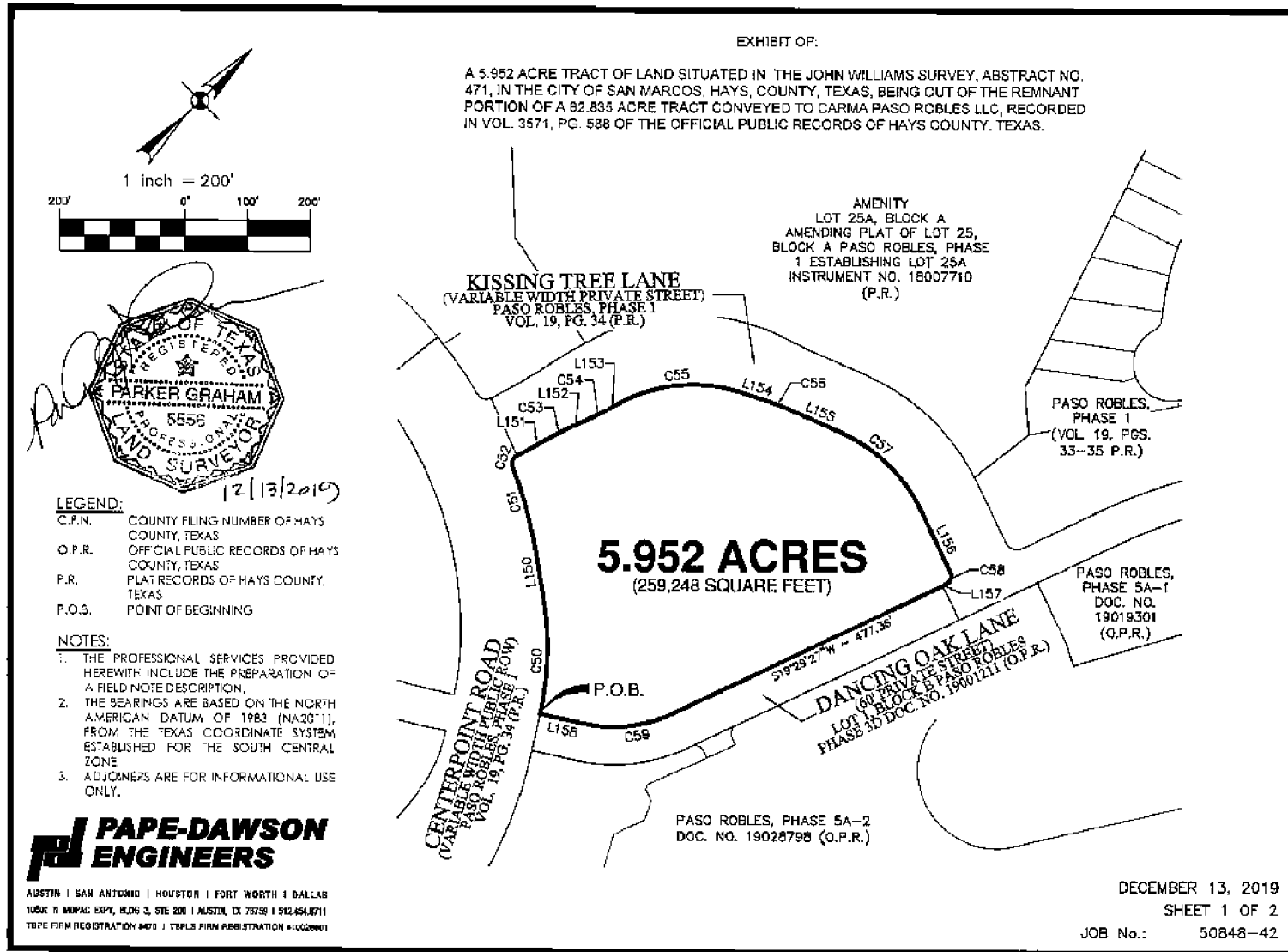


Exhibit "B-1" – Page 24

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME



Date: Dec 13, 2019, 1:42pm User ID: VZmarcher
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KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME

TRACT TWO:

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C50	494.25'	22°06'41"	N43°34'03"W	189.56'	190.74'
C51	740.00'	11°05'42"	N60°10'14"W	143.07'	143.30'
C52	15.00'	81°50'21"	N24°47'58"W	18.85'	21.43'
C53	360.00'	4°31'35"	N18°23'04"E	28.43'	28.44'
C54	440.00'	4°31'35"	N18°23'04"E	34.76'	34.76'
C55	245.00'	47°02'59"	N39°38'46"E	195.58'	201.19'
C56	460.00'	5°34'39"	N65°57'54"E	44.78'	44.78'
C57	250.00'	40°44'33"	N59°07'10"E	174.05'	177.77'
C58	15.00'	90°00'00"	S25°30'33"E	21.21'	23.56'
C59	220.00'	37°59'46"	S38°29'24"W	143.24'	145.89'

LINE TABLE		
LINE #	BEARING	LENGTH
L150	N54°37'24"W	67.46'
L151	N16°07'18"E	84.71'
L152	N20°36'51"E	31.74'
L153	N18°07'16"E	23.17'
L154	N63°10'18"E	40.97'
L155	N68°44'54"E	85.80'
L156	S70°30'33"E	111.80'
L157	S19°29'27"W	5.00'
L158	S57°29'17"W	70.10'



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 TEXAS FIRM REGISTRATION #470 | TEMPL FIRM REGISTRATION #10025801

DECEMBER 13, 2019
 SHEET 2 OF 2
 JOB No.: 50848-42

Date: Dec 13, 2019, 1:42pm User ID: VZurhor
 File: H:\Survey\Civil\50848-42\Exhibits\EX50048-42_Running.dwg

Exhibit "B-1" – Page 26

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME



FIELD NOTES

FOR

A 5.952 ACRE TRACT OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 471, E. IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS, BEING OUT THE REMNANT PORTION OF A 82.835 ACRE TRACT CONVEYED TO CARMA PASO ROBLES LLC, RECORDED IN VOL. 3571, PG. 588 OF SAID OFFICIAL PUBLIC RECORDS. SAID 5.952 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

BEGINNING at a point for the northwest terminus of Dancing Oak Lane, a 60' private street, as shown in Paso Robles, Phase 3D, recorded in Document No. 19001211 of said Official Public Records, same being a point in the east right-of-way line of Centerpoint Road, a variable width right-of-way, as shown in Paso Robles, Phase 1, recorded in Vol. 19, Pg. 34 of the Plat Records of Hays County, Texas, also being the southernmost corner of said Remnant Portion, for the southeast corner and **POINT OF BEGINNING** hereof,

THENCE with the east right-of-way line of Centerpoint Road, same being the southwest line of said Remnant Portion, the following four (4) courses and distances:

1. along the arc of a curve to the left, having a **radius of 494.25 feet**, a **central angle of 22°06'41"**, a **chord bearing and distance of N 43°34'03" W, 189.56 feet**, an **arc length of 190.74 feet** to an angle point of tangency hereof,
2. **N 54°37'24" W**, a distance of **67.46 feet** for an angle point of tangent curvature hereof,
3. along the arc of a curve to the left, having a **radius of 740.00 feet**, a **central angle of 11°05'42"**, a **chord bearing and distance of N 60°10'14" W, 143.07 feet**, an **arc length of 143.30 feet** to an angle point of tangency hereof, and
4. along the arc of a curve to the left, having a **radius of 15.00 feet**, a **central angle of 81°50'21"**, a **chord bearing and distance of N 24°47'55" W, 19.65 feet**, an **arc length of 21.43 feet** to an angle point of tangency for the southwest terminus of Kissing Tree Lane, a variable width right-of-way, as shown in said Paso Robles, Phase 1, for the southwest corner hereof,

THENCE with the northwest line of said Remnant Portion, same being the south right-of-way line of Kissing Tree Lane, the following thirteen (13) courses and distances:

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5.952 Acre
 Job No. 50848-42
 Page 2 of 3

1. **N 16°07'16" E**, a distance of **64.71 feet** for an angle point of tangent curvature hereof,
2. along the arc of a curve to the right, having a **radius of 360.00 feet**, a **central angle of 04°31'35"**, a **chord bearing and distance of N 18°23'04" E, 28.43 feet**, an **arc length of 28.44 feet** to an angle point of tangency hereof,
3. **N 20°38'51" E**, a distance of **31.74 feet** for an angle point of tangent curvature hereof,
4. along the arc of a curve to the left, having a **radius of 440.00 feet**, a **central angle of 04°31'35"**, a **chord bearing and distance of N 18°23'04" E, 34.75 feet**, an **arc length of 34.76 feet** to an angle point of tangency hereof,
5. **N 16°07'16" E**, a distance of **23.17 feet** for an angle point of tangent curvature hereof,
6. along the arc of a curve to the right, having a **radius of 245.00 feet**, a **central angle of 47°02'59"**, a **chord bearing and distance of N 39°38'46" E, 195.58 feet**, an **arc length of 201.19 feet** to an angle point of tangency hereof,
7. **N 63°10'15" E**, a distance of **40.97 feet** for an angle point of tangent curvature hereof,
8. along the arc of a curve to the right, having a **radius of 460.00 feet**, a **central angle of 05°34'39"**, a **chord bearing and distance of N 65°57'34" E, 44.76 feet**, an **arc length of 44.78 feet** to an angle point of tangency hereof,
9. **N 68°44'54" E**, a distance of **86.80 feet** for an angle point of tangent curvature hereof,
10. along the arc of a curve to the right, having a **radius of 250.00 feet**, a **central angle of 40°44'33"**, a **chord bearing and distance of N 89°07'10" E, 174.05 feet**, an **arc length of 177.77 feet** to an angle point of tangency hereof,
11. **S 70°30'33" E**, a distance of **111.80 feet** for an angle point of tangent curvature hereof,
12. along the arc of a curve to the right, having a **radius of 15.00 feet**, a **central angle of 90°00'00"**, a **chord bearing and distance of S 25°30'33" E, 21.21 feet**, an **arc length of 23.56 feet** to an angle point of tangency hereof, and
13. **S 19°29'27" W**, a distance of **5.00 feet** to a calculated angle point on the northwest terminus of Dancing Oak Lane, same being a northeast corner of said Remnant Portion hereof,



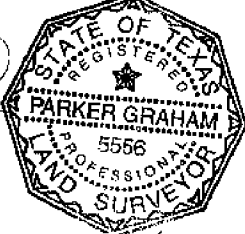
5.952 Acre
 Job No. 50848-42
 Page 3 of 3

THENCE with the southwest right-of-way line of said Dancing Oak Lane, same being the east line of said Remnant Portion, the following three (3) courses and distances:

1. **S 19°29'27" W**, a distance of **477.36 feet** for an angle point of non-tangent curvature hereof,
2. along the arc of a curve to the right, having a **radius of 220.00 feet**, a **central angle of 37°59'46"**, a **chord bearing and distance of S 38°29'24" W, 143.24 feet**, an **arc length of 145.89 feet** to an angle point of non-tangency hereof,
3. **S 57°29'17" W**, a distance of **70.10 feet** to the **POINT OF BEGINNING** and containing 5.952 acres of land in the City of San Marcos, Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-42.

PREPARED BY: Pape-Dawson Engineers, Inc.
 DATE: December 13, 2019
 JOB No.: 50848-42
 DOC.ID.: H:\Survey\CIVIL\50848-42\Exhibits\Word\FN50848-42_5.952Ac_RemantPortion.docx
 TBPE Firm Registration #470
 TBPLS Firm Registration #100288-01

Parker J. Graham



12/13/2019

**PAPE-DAWSON
 ENGINEERS**

Exhibit "B-1" – Page 29

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

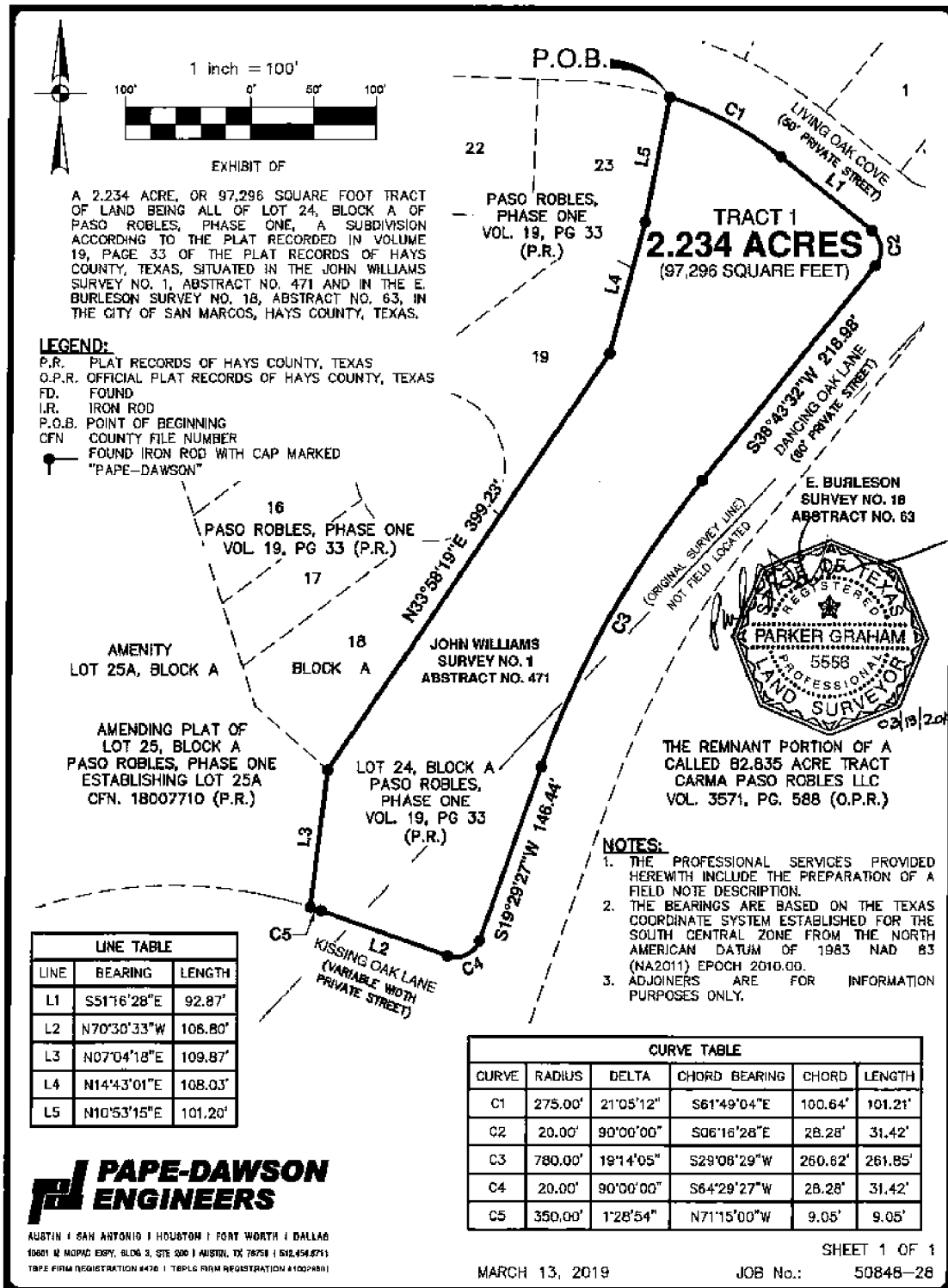
TRACT THREE:

Exhibit "B-1" – Page 30

KISSING TREE VILLAS CONDOMINIUMS
DEVELOPMENT AREA DECLARATION AND
DECLARATION OF CONDOMINIUM REGIME



FIELD NOTES

FOR

A 2.234 ACRE, OR 97,296 SQUARE FOOT TRACT OF LAND BEING ALL OF LOT 24, BLOCK A OF PASO ROBLES, PHASE ONE, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 19, PAGE 33 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE JOHN WILLIAMS SURVEY NO. 1, ABSTRACT NO. 471 AND IN THE E. BURLERSON SURVEY NO. 18, ABSTRACT NO. 63, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS. SAID 2.234 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the south right-of-line of Living Oak Cove, a 50 foot Private Street recorded in said Paso Robles, Phase 1, said point being the northwest corner of said Lot 24, same being the northeast corner of Lot 23, Block A of said Paso Robles, Phase One for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE along the arc of a curve to the right, with the south right-of-way line of said Living Oak Cove, same being the north line of said Lot 24, said curve having a **radius of 275.00 feet**, a **central angle of 21°05'12"**, a **chord bearing and distance of S 61°49'04" E, 100.64 feet**, an **arc length of 101.21 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangency, hereof;

THENCE S 51°16'28" E, continuing with the south right-of-way line of said Living Oak Cove, same being the north line of said Lot 24, a distance of **92.87 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the north line of Dancing Oak Lane, a 60' private street, same being the northernmost northeast corner of said Lot 24, for a point of tangent curvature and the northernmost northeast corner hereof;

THENCE along the arc of a curve to the right, with the west right-of-way line of said Dancing Oak Lane, same being the east line of said Lot 24, said curve having a **radius of 20.00 feet**, a **central angle of 90°00'00"**, a **chord bearing and distance of S 06°16'28" E, 28.28 feet**, an **arc length of 31.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found, for a point of tangency;

THENCE with the northwest right-of-way line of said Dancing Oak Lane, same being the southeast line of said Lot 24, the following three (3) courses and distances:

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2.234 Acre Tract
 Job No. 50848-28
 Page 2 of 3

1. **S 38°43'32" W**, a distance of **218.98 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for a point of tangent curvature hereof,
2. along the arc of a curve to the left, having a **radius of 780.00 feet**, a **central angle of 19°14'05"**, a **chord bearing and distance of S 29°06'29" W, 260.62 feet**, an **arc length of 261.85 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at a point of tangency hereof, and
3. **S 19°29'27" W**, a distance of **146.44 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the north right-of-way line of Kissing Oak Lane, a variable width Private Street, recorded in said Paso Robles, Phase One for the easternmost southeast corner hereof;

THENCE along the arc of a curve to the right, with the northwest right-of-way line of said Kissing Oak Lane, same being the southeast line of said Lot 24, said curve having **radius of 20.00 feet**, a **central angle of 90°00'00"**, a **chord bearing and distance of S 64°29'27" W, 28.28 feet**, an **arc length of 31.42 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the north right-of-way line of said Kissing Oak Lane, for the southernmost southeast corner hereof;

THENCE N 70°30'33" W, with the north right-of-way line of said Kissing Oak Lane, same being the south line of said Lot 24, a distance of **106.80 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at a point of tangent curvature hereof;

THENCE along the arc of a curve to the left, continuing with the north right-of-way line of said Kissing Oak Lane, same being the south line of said Lot 24, said curve having a **radius of 350.00 feet**, a **central angle of 01°28'54"**, a **chord bearing and distance of N 71°15'00" W, 9.05 feet**, an **arc length of 9.05 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southwest corner of said Lot 24, same being the southeast corner of Lot 25A, Block A of the Amending Plat of Lot 25, Block A, Paso Robles, Phase One Establishing Lot 25A, a subdivision according to the plat recorded in County Filing Number 18007710 of the Plat Records of Hays County, Texas for the southwest corner hereof;

THENCE N 07°04'18" E, departing the north right-of-way line of said Kissing Oak Lane, with the west line of said Lot 24, same being the east line of said Lot 25A, a distance of **109.87 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found at a west corner of said Lot 24, same being the easternmost northeast corner of said Lot 25A, also being the south corner of Lot 18, Block A of said Paso Robles, Phase One for a west corner hereof;

THENCE N 33°58'19" E, with the west line of said Lot 24, same being, in part with the east line of said Lot 18, and with the east line of Lot 19, Block A of said Paso Robles, Phase One, a



2.234 Acre Tract
 Job No. 50848-28
 Page 3 of 3

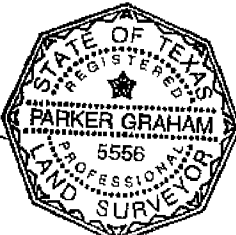
distance of **399.23 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the west line of said Lot 24, same being a point in the east line of said Lot 19, for an angle point hereof;

THENCE N 14°43'01" E, with the west line of said Lot 24, same being, in part with the east line of said Lot 19, and with the east line of said Lot 23, a distance of **108.03 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found in the west line of said Lot 24, same being a point in the east line of said Lot 23 for an angle point hereof;

THENCE N 10°53'15" E, with the west line of said Lot 24, same being the east line of said Lot 23, a distance of **101.20 feet** to the **POINT OF BEGINNING** and containing 2.234 acres in the City of San Marcos, Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-28.

PREPARED BY: Pape-Dawson Engineers, Inc.
 DATE: March 11, 2019
 JOB No.: 50848-28
 DOC.ID.: H:\survey\CIVIL\50848-28\Exhibits\Word\FN50848-28_2.234Ac_HOA.docx
 TBPE Firm Registration #470
 TBPLS Firm Registration #100288-01

Parker J. Graham



03/13/2019

**PAPE-DAWSON
 ENGINEERS**

Exhibit "B-1" – Page 33

KISSING TREE VILLAS CONDOMINIUMS
 DEVELOPMENT AREA DECLARATION AND
 DECLARATION OF CONDOMINIUM REGIME

EXHIBIT "C"**ENCUMBRANCES**

1. Those certain restrictive covenants of record in Volume 818, Page 108, and Volume 875, Page 544, and Document Nos. 19016332 and 20007656, Official Public Records, Hays County, Texas. The plat recorded as Document No. 20007656 also refers to recorded easements not itemized below and should be thoroughly reviewed to determine additional encumbrances that affect or that may affect the Property.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term "encroachment" includes encroachment of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
4. 10' public utility easement along the south property line, as shown on plat recorded in Document No. 19016332, Official Public Records of Hays County, Texas.
5. 10' public utility easement adjacent to all rights-of-way and private street lots, as stated on plat recorded in Document No. 19016332, Official Public Records of Hays County, Texas.
6. Easement granted to The Texas Pipe Line Company, by Mrs. A. A. Bost, recorded February 19, 1929, in Volume 97, Page 534, Deed Records of Hays County, Texas.
7. Easement retained in favor of Lowman Ranch, Ltd., by instrument recorded in Volume 634, Page 62, Official Public Records of Hays County, Texas.
8. Easement granted to City of San Marcos, Texas, by Carma Paso Robles, LLC, recorded April 21, 2017, in Document No. 17013563, Official Public Records of Hays County, Texas.
9. Easement granted to City of San Marcos, Texas, by Carma Paso Robles, LLC, recorded June 28, 2017, in Document No. 17022084, Official Public Records of Hays County, Texas.
10. Easement granted to Pedernales Electric Cooperative, Inc., by Carma Paso Robles LLC, recorded August 7, 2017, in Document No. 17027502, Official Public Records of Hays County, Texas.
11. Easement granted to Pedernales Electric Cooperative, Inc., by Carma Paso Robles LLC, recorded April 8, 2019, in Document No. 19011075, Official Public Records of Hays County, Texas.
12. Undivided interest in and to all oil, gas and other minerals in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, reserved unto Lowman Ranch, Ltd. in deed to Jeffry B. Lewis, Trustee, dated October 20, 1986 and recorded in Volume 634, Page 62, Official Public Records of Hays County, Texas. Said mineral interest not traced subsequent to the above cited instrument.

13. Affidavit to the public regarding a non-standard and/or proprietary on-site sewage facility installed on subject property, as recorded in Volume 1980, Page 581, Official Public Records of Hays County, Texas.

EXHIBIT "D"**LANDSCAPING SERVICES PROVIDED BY THE ASSOCIATION**

1. **"Landscaping Services"** mean the following services to be provided to the Yard Area of a Unit. For purposes herein, **"Yard Area"** will mean: (i) the portion of each Unit from the front façade of the Dwelling on each Unit to the curb or property line of any adjacent public space, right-of-way, or street; (ii) side yards of a Unit visible from adjacent streets or alleys; and (iii) alley-landscaped areas (if any) of a Unit. In the event of any disagreement of what constitutes the Yard Area, the determination of the Board or its Designee will be final. Landscaping Services will include the following maintenance:

- a. Mow and edge all turf areas within the Yard at least twice per month during the months of May through September of each year and on an as-needed basis during the months of October through April;
- b. blow and clear leaves from sidewalks and driveways;
- c. remove all organic debris (leaves, small downed branches, dead plants from all turf areas and flower beds at least twice per month primarily during the months of October through April and as-needed May through September;
- d. apply fertilizer and pre-emergent weed killer to the turf area at least once per year (normally in the spring);
- e. manually and mechanically/chemically control weeds as required to maintain a reasonably manicured appearance;
- f. control fire ants in the turf areas with applications of chemical control agents as necessary; and
- g. repair, replace, maintain and operate any irrigation system serving the Yard Areas.

Each Owner shall be required to reasonably cooperate with the Association in connection with the Association's lawn and landscaping maintenance. The Owner's duties as set forth in the preceding sentence shall include, without limitation: (i) the duty to provide free access to the Yard Area for such purpose; (ii) the duty to contain pets within the Owner's Building at all times when such maintenance is to be conducted; (iii) the duty to allow access to and control over the Unit's irrigation system controls so that the Association can operate the irrigation system in a manner and watering amount deemed appropriate by the Board to maintain a quality appearance of the Yard Area; and (iv) the duty to pay any additional fees, costs or charges associated with such services that are assessed by the Association.

2. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the determination of the Board will be final. Landscaping Services 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 provision that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners.

An Owner may request approval from the Villas Condo Reviewer during the Development Period and the Association thereafter to enhance or replace certain plants or landscaping at the Owner's sole expense. If approved, the Unit Owner will be required to use the contracted landscape vendor for the installation of any replacements or enhancements. Replacements and enhancements will be warranted by the Association for one year from the date of installation. Any modifications made by an Owner without the express consent of the Villas Condo Reviewer will not be maintained or warranted by the Association and may be removed by the Villas Condo Reviewer at its sole discretion.

Notwithstanding the foregoing, the Board will have the right to modify the Landscape Services provided hereunder from time to time including but not limited to implementing xeriscaping. Pursuant to Appendix "A", Declarant has reserved the right to designate Common Elements as Yard Area during the Development Period.

After expiration of the Declarant Control Period, the Association shall continue to provide Landscaping Services for the Yard Areas at a substantially similar level as when the Declarant Control Period was in effect.

EXHIBIT "E"

COMMON INTEREST ALLOCATION AND VOTES

The Common Interest Allocation and Common Expense Liability for each Unit is 1/90. Each Unit is allocated one (1) vote.

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

EXHIBIT "F"**MAINTENANCE RESPONSIBILITY CHART**

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Exterior lighting	Only those served by the Association's electrical meter.	All aspects other than those served by the Association's electrical meter.
Sidewalks	All aspects.	None.
Landscaping Services for the Yard Areas.	Association maintains per Exhibit "D".	None.
Driveways	All aspects not part of a Unit.	Only portions of a driveway contained within the Unit boundaries.
Dwelling Foundation, Roof and Exterior Walls of a Unit	None.	All aspects in accordance with the Duet Declaration.
Unit	None.	All aspects in accordance with the Duet Declaration.
Water, wastewater, electrical lines & systems.	All aspects of lines and systems not within Unit boundaries.	All aspects of lines and systems within Unit boundaries in accordance with the Duet Declaration.
Entrance landscaping, monumentation and security gate(s), if any.	All aspects.	None.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: In accordance with Section 11.08 of the Declaration, if an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Exhibit "F" is a summary **only** and is not intended to modify any of the provisions of this Declaration or the Duet Declaration. Accordingly, in the event of a conflict between the summary set forth in this Exhibit "F" and any provision set forth in the Declaration above or the Duet Declaration, the order of priority of control shall be the Duet Declaration, followed by the provisions of this Declaration, followed by this Exhibit "F".

EXHIBIT "G"

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements for the purpose of maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements maintained by the Association. The annual examination is required by *Section 11.03* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by *Section 8.12* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

In developing a plan, the age and condition of Common Elements maintained by the Association must be considered. The possibility that new types of material, equipment, or maintenance processes associated with the repair and/or maintenance of Common Elements should also be taken into account. The individual or company who prepares the examination calculates a suggested annual funding amount and, in doing so, may consider such factors as which components are included, estimated replacement costs of the components, useful lives of the components, inflation, and interest on reserve account balances or other earnings rates. Annual contributions to the replacement fund from annual assessments are based on this examination or reserve study. A reserve study generally includes the following:

- Identification and analysis of each major component of Common Elements maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:
 - Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or
 - Threshold Funding: Maintaining the reserve account cash balance above a specified dollar or percent funded amount.

Note that Threshold Funding will increase the likelihood that special assessments will be required to fund major repairs and replacements. For example, one study has shown that a Threshold Funding goal

of 40% to 50% results in an 11.2% chance that the Association will be unable to fund repairs and replacement projects in the next funding year. See "Measuring the Adequacy of Reserves", *Common Ground*, July/August 1997. The same study found that Component Full Funding reduces this likelihood to between .09 and 1.4%.

Finding Common Element Component Replacement Information

Common Element component replacement information may be obtained from contractors, suppliers, technical specialists, "Reserve Study" specialists or from using tables in technical manuals on useful lives of various components. The Board may reevaluate its funding level periodically based upon changes to the Common Elements as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to roads, recreational facilities, and furniture and equipment owned or maintained by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board may also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually.

EXHIBIT "H"**GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS**

This Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Board may, from time to time, use this Guide to consider what functions, if any, to delegate to one or more managers, managing agents, employees, or volunteers. Because laws and practices change over time, the Board should not use this Guide without taking account of applicable changes in law and practices.

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<u>FINANCIAL MANAGEMENT</u> To adopt annual Budget and levy assessments, per the Declaration and Master Covenant. Prepare annual operating Budget, periodic operating statements, and year-end statement. Identify components of the property the Association is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule. Annually update same. Collect Assessments and maintain Association accounts. Pay Association's expenses and taxes. Obtain annual audit and income tax filing. Maintain fidelity bond on whomever handles the Association funds. Report annually to Members on financial status of the Association.		
<u>PHYSICAL MANAGEMENT</u> Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility. Contract for services, as needed to operate or maintain the property. Prepare specifications and call for bids for major projects. Coordinate and supervise work on the property, as warranted.		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
<u>ADMINISTRATIVE MANAGEMENT</u> Receive and respond to correspondence from Owners, and assist in resolving Owners' problems related to the Association. Conduct hearings with Owners to resolve disputes or to enforce the Documents. Obtain and supervise personnel and/or contracts needed to fulfill Association's functions. Schedule Association meetings and give Owners timely notice of same. Schedule Board meetings and give directors timely notice of same. Enforce the Documents and the Master Documents. Maintain insurance and bonds as required by the Documents or Applicable Law, or as customary for similar types of property in the same geographic area. Maintain Association books, records, and files. Maintain Association's corporate charter and registered agent & address.		
<u>OVERALL FUNCTIONS</u> Promote harmonious relationships within the community. Protect and enhance property values in the community. Encourage compliance with Documents, the Master Documents, and Applicable Law and ordinances. Act as liaison between the community of Owners and governmental, taxing, or regulatory bodies. Protect the Association and the property from loss and damage by lawsuit or otherwise.		

APPENDIX "A"

DEVELOPMENT RIGHTS

A.1 General Provisions.

A.1.1. Introduction. The Villas Condo 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 the Villas Condo Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, the Villas Condo Declarant is compiling the Villas Condo Declarant-related provisions in this Appendix "A".

A.1.2. 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 Development Rights reserved under this Declaration which the Villas Condo Declarant hereby reserves exclusively unto itself, its Affiliates, its permitted Designees, and its successors and assigns. In case of a conflict between this Appendix "A" and any other Document, this Appendix "A" controls. This Appendix "A" may not be amended without the prior written consent of the Villas Condo Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to the Villas Condo Declarant's intent to protect the Villas Condo Declarant's interests in the Property.

A.1.3. Purpose of Development and Declarant Control Periods. The Declaration gives the Villas Condo 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 the Declaration, means the fifty (50) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by the Villas Condo Declarant's Recordation of a notice of termination. The Declarant Control Period is defined in the Declaration.

A.2. 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, the Villas Condo Declarant will retain control of the Association, subject to the following:

A.2.1. Appointment of Board and Officers. The Villas Condo 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 as a "Leader," subject to the following limitations: (i) within one hundred twenty (120) days after fifty percent (50%) of the total number of Units that may be created within the Property (including the Future Development Area) have been conveyed to Owners other than the Villas Condo Declarant, at least one-third of the Board must be elected by the Owners other than the Villas Condo Declarant; and (ii) within one hundred twenty (120) days after seventy-five percent (75%) of the total number of Units that may be created within the Property (including the Future Development Area) have been conveyed to Owners other than the Villas Condo Declarant, all Board members must be elected by all Owners, including the Villas Condo Declarant.

A.2.2. Obligation for Assessments. For each Unit owned by the Villas Condo Declarant, the Villas Condo Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, the Villas Condo Declarant at the Villas Condo Declarant's option may support the Association's Budget by either of the following methods: (i) the Villas Condo Declarant will pay Regular Assessments on each the Villas Condo Declarant owned Unit in the same manner as any Owner; or (ii) the Villas Condo 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 the Villas Condo Declarant. **On the earlier to occur of three (3) years after the first conveyance of a Unit by the Villas Condo Declarant or termination of the Declarant Control Period, the Villas Condo Declarant must begin paying Regular Assessments on each Villas Condo Declarant owned Unit.**

A.2.3. Obligation for Reserves. During the Declarant Control Period, neither the Association nor the Villas Condo Declarant may use the Reserve Fund to pay operational expenses of the Association.

A.2.4. Common Elements. At or prior to termination of the Declarant Control Period, if title or ownership to any Common Element is capable of being transferred, the Villas Condo 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. The Villas Condo 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.

A.3. Development Period Rights. The Villas Condo Declarant has the following rights during the Development Period.

A.3.1. Annexation. The Property is subject to expansion by phasing for up to fifty (50) years from the date this Declaration is Recorded. During the Development Period, the Villas Condo Declarant may annex additional real property into the Regime (including the Future Development Area), and subject such real property to this Declaration and the jurisdiction of the Association by Recording a Declaration of Annexation, executed by the Villas Condo Declarant.

A.3.2. Withdrawal. During the Development Period, the Villas Condo Declarant may withdraw real property from the Regime.

A.3.3. Creation of Units. When created, the Property contains ninety (90) Units; however, the Villas Condo Declarant reserves the right to create up to and including two thousand (2,000) Units upon full buildout of all phases of the project which may include the Future Development Area, or any portion thereof, added by the Villas Condo Declarant in accordance with this Declaration. The Villas Condo Declarant's right to create Units is for a term of years and does not require that the Villas Condo Declarant owns a Unit within the Property at the time or times the Villas Condo Declarant exercises its right of creation. The instrument creating Added Units must include a revised schedule of allocated interests.

A.3.4. Architectural Control. During the Development Period, the Villas Condo Declarant and its Designees have the absolute right of architectural control.

A.3.5. Changes in Development Plan. During the Development Period, the Villas Condo Declarant may modify the 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. Notwithstanding the foregoing provisions, "Improvements", as such term is defined in the Master Covenant, must be approved in advance and in writing by the Kissing Tree Reviewer.

A.3.6. Transfer Fees. During the Development Period, the Villas Condo Declarant will not pay transfer-related and resale certificate fees.

A.3.7. Fines and Penalties. During the Development Period, neither the Villas Condo Declarant nor Units owned by the Villas Condo Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.

A.3.8. Statutory Development Rights. As permitted by the Act, the Villas Condo Declarant reserves the following Development Rights which may be exercised during the Development Period as set forth in this Declaration: (i) to add real property to the Property and the Regime; (ii) to create and modify Units, General Common Elements, and Limited Common Elements within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property and the Regime any portion of the real property (including the Future Development Area) 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 the Villas Condo Declarant.

A.3.9. 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, the Villas Condo Declarant makes no assurances as to whether the Villas Condo 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 the Villas Condo Declarant to exercise them as to other portions.

A.3.10. Amendment. During the Development Period, the Villas Condo Declarant may Record an Amendment or Declaration of Annexation, as applicable, and amend 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 (including the Future Development Area) to the Property, in the exercise of statutory Development Rights.

(iv) To create Units, General Common Elements, and Limited 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. No such addition or deletion to any such Unit or combination of Units shall affect the Common Interest Allocation, the share of Common Expense Liability, or the voting rights appurtenant to the Units. Any Units which are combined shall be treated for all such purposes as separate Units.

(vi) To withdraw from the Property (including the Future Development Area) to 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 add or withdraw real property from the Future Development Area.

(viii) To reallocate the Common Interest Allocation among all Units then existing within the Regime.

(ix) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

(x) To change the name or entity of the Villas Condo Declarant.

(xi) To designate General Common Elements as Yard Area.

(xii) For any other purpose, provided the Amendment has no material adverse effect on any right of any Owner.

A.3.11. Website & Property Name. During the Development Period, the Villas Condo Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Property or the Association, all information available on or through the Property website, if any, and all uses of the property name by the Association.

A.3.12. Future Development Area. In addition to all other rights granted or reserved to the Villas Condo Declarant in the Documents, in order that the development of the Regime and the Future Development Area may be undertaken and established as a fully operating development, the Villas Condo Declarant shall have the following rights, and the Owners and the Association shall refrain from interfering with the Villas Condo Declarant's activities in such regard: (i) the Villas Condo Declarant and its Designees shall have the right to conduct any activity or operations on or in connection with the Regime and the Future Development Area that the Villas Condo Declarant determines to be necessary or advisable in connection with the completion of the development of the Regime and the Future Development Area, as applicable, including the

right to alter its construction plans and designs as the Villas Condo Declarant deems advisable in the course of development or enlargement of any Improvements; (ii) the Villas Condo Declarant and its Designees shall have the right to conduct on the Future Development Area its business of developing, subdividing, grading, and constructing Improvements in the Regime and in the Future Development Area and to erect, construct, and maintain on any of the Future Development Area owned by the Villas Condo Declarant or its Affiliates, such structures as may be reasonably necessary for the conduct of its or their business of completing the development and establishing the Regime and the Future Development Area as a community and disposing of the same by sale, lease, or otherwise; (iii) the Villas Condo Declarant and its Designees shall have the right to create Units, General Common Elements, and Limited Common Elements within the Regime and the Future Development Area (upon its annexation into the Regime), in the exercise of statutory Development Rights; (iv) the Villas Condo Declarant and its Designees shall have the right to reallocate the Common Interest Allocation among all Units then existing within the Regime and the Future Development Area; (v) the Villas Condo Declarant shall have the right to determine in its sole discretion the nature of and the types of Units, Common Elements, and Improvements to be constructed as part of the Regime and the Future Development Area; (vi) the Villas Condo Declarant shall have the right to Record any Amendments or any Declaration of Annexations to this Declaration; (vii) the Villas Condo Declarant and its Designees shall have the right to modify, change, re-configure, remove and otherwise alter any Improvements located on the Common Elements, except as prohibited or limited elsewhere by the Documents; (viii) to Record any Amendments necessary to add and withdraw property from the Future Development Area; (ix) during the Development Period, the Villas Condo Declarant has the right of architectural control in the Future Development Area; and (x) the Villas Condo Declarant and its Designees shall have the right to enter upon the Property and upon the Future Development Area and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of the Villas Condo Declarant or its Designees for such purposes. In general, the Villas Condo Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with the Villas Condo Declarant's plans for construction, development, use, sale, lease or other disposition of all or any portion of the Property or the Future Development Area.

A.3.13. Warranty-related Rights. For as long as the Villas Condo Declarant or its Designees remain liable under any warranty, whether statutory, express or implied, for any act or omission of the Villas Condo Declarant or its Designees in the development, construction, sale and marketing of any portion of the Regime or of the Future Development Area, whether such Future Development Area has been included within the Regime, the Villas Condo Declarant reserves the right, for itself and its Designees, in the Villas Condo Declarant's sole discretion and from time to time, to enter the Common Elements and the Units for the purpose of making necessary inspections, tests, repairs, improvements or replacements required for the Villas Condo Declarant or its Designees to fulfill any of its warranty obligations, provided that no such entry into a Unit shall unreasonably interfere with the use of such Unit by its Owner. Failure of the Association or any Owner to provide such access may result in the appropriate warranty being nullified and of no further force or effect. Nothing in this *Section A.3.13* shall be deemed or construed as the Villas Condo Declarant making or offering any warranty, all of which are disclaimed.

A.4. Special Declarant Rights. As permitted by the Act, the Villas Condo 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 the Villas Condo Declarant, any Special Declarant Right, except the right to appoint and remove Board members and officers of the Association, may be exercised by the Villas Condo Declarant until expiration or termination of the Development Period.

(i) The right to complete or make Improvements indicated on the Plat and Plans, provided that all "Improvements", as such term is defined in the Master Covenant, are approved in advance and in writing by the Kissing Tree Reviewer.

(ii) The right to exercise any Development Right as permitted by the Act and this Declaration.

(iii) The right to make the Property part of a larger condominium or planned community.

(iv) The right to use Units owned or leased by the Villas Condo Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.

(v) The right to maintain and locate construction trailers and construction tools and equipment within the Property;

(vi) For purposes of promoting, identifying, and marketing the Property, the Villas Condo 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, times and locations that are prohibited to other Owners and Residents, provided that signs must be approved in advance and in writing by the Villas Condo Reviewer. The Villas Condo 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.

(vii) The Villas Condo Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by the Villas Condo Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging the Villas Condo Declarant's obligations under the Act and this Declaration.

(viii) The right to appoint or remove any the Villas Condo Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.

(ix) The construction, placement or maintenance of Improvements by the Villas Condo Declarant will not be considered a nuisance, and the right and privilege to conduct the activities enumerated in this *Section A.4* shall remain until two (2) years after the expiration or termination of the Development Period.

A.5. Additional Easements and Rights. The Villas Condo Declarant reserves the following easements and rights, exercisable at the Villas Condo Declarant's sole discretion, for the duration of the Development Period:

(i) An easement and right to erect, construct, and maintain on and in the Common Elements and Units owned or leased by the Villas Condo Declarant whatever the Villas Condo Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property; provided, that all "Improvements", as such term is defined in the Master Covenant, are approved in advance and in writing by the Kissing Tree Reviewer.

(ii) The right to sell or lease any Unit owned by the Villas Condo Declarant. Units owned by the Villas Condo Declarant are not subject to leasing or occupancy restrictions or prohibitions contained in the Documents.

(iii) 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.

(iv) An easement and right to make structural changes and alterations on Common Elements and Units used by the Villas Condo Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. The Villas Condo Declarant, at the Villas Condo 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 twenty (120) days after termination of the Development Period.

(v) An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto and to evaluate the maintenance and condition of the Common Elements.

(vi) The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by the Villas Condo Declarant.

(vii) The rights and easements reserved under the Future Development Area Easement, as set forth in *Section 4.10*.

A.6. Subject to Master Documents. Notwithstanding anything to the contrary herein, the Villas Condo Declarant's rights and reservations hereunder are subject to the terms and provisions of the Master Documents to the extent the Master Documents require the consent of Master Declarant or the Kissing Tree Reviewer prior to the Villas Condo Declarant's exercise of any such rights or reservations.

APPENDIX "B"

PARTIAL ASSIGNMENT OF DEVELOPMENT RIGHTS

B.1. 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 Development Rights which the Villas Condo Declarant hereby reserves unto itself and assigns to the Homebuilder. In case of a conflict between this Appendix "B" and any other Document, this Appendix "B" controls. This Appendix "B" may not be amended without the prior written consent of the Villas Condo Declarant and Homebuilder.

B.2 Notice of Partial Assignment. The Villas Condo Declarant does hereby grant, sell, set over, transfer and assign to Homebuilder, its successors and assigns, to share with the Villas Condo Declarant, the following rights, title, interest, powers, privileges, benefits, and obligations of the Villas Condo Declarant under the Declaration BUT ONLY with respect to the Units and only for so long as Homebuilder owns one or more Units subject to the Declaration:

(a) The rights of architectural review and control as the Villas Condo Reviewer under this Declaration along with the Kissing Tree Reviewer and to adopt Condominium Design Guidelines pursuant to *Article 13* of this Declaration

(b) The rights set forth under *Section A.2.2* of Appendix "A" of this Declaration to support the Association's Budget by either: (i) paying Regular Assessments on each Villas Condo Declarant owned Unit in the same manner as any Owner; or (ii) to 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 the Villas Condo Declarant.

(c) The right under *Section A.3.6* to be exempt from paying transfer-related and resale certificate fees, and the right under *Section A.3.7* to be exempt from paying late fees, fines, administrative charges, or any other charge that may be considered a penalty.

(d) The right to be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Homebuilder's plans for construction, development, use, sale, lease or other disposition of all or any portion of the Property or the Future Development Area.

(e) An easement and right to make structural changes and alterations on Common Elements and Units used by the Villas Condo Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein.

(f) An easement and right of ingress and egress in and through the Common Elements and Units owned or leased by the Villas Condo Declarant for purposes of constructing, maintaining, managing, and marketing the Property and the Future Development Area, and the right to maintain and locate construction trailers and construction tools and equipment within the Property and the Future Development Area.

(g) To exercise those easements set forth under *Section 4.10* (i) for providing utilities and services to the Future Development Area; (ii) for the development, construction, erection, replacement, maintenance, or removal of any Improvements located or to be located within the Future Development Area; (iii) for repair, replacement, maintenance, or warranty purposes; (iv) for vehicular and pedestrian ingress and egress to and from the Future Development Area.

(h) An easement and right to conduct on any of the Property or Future Development Area owned by the Villas Condo Declarant or its Affiliates its business of developing, subdividing, grading, and constructing Improvements in the Regime and in the Future Development Area, and the easement and right to erect, construct, and maintain on any of the Property or Future Development Area owned by the Villas Condo Declarant or its Affiliates, such structures as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Regime and the Future Development Area as a community and disposing of the same by sale, lease or otherwise.

(i) The right to complete or make Improvements indicated on the Plat and Plans, provided that all "Improvements", as such term is defined in the Master Covenant, are approved in advance and in writing by the Villas Condo Reviewer.

(j) The right to (1) use Units owned or leased by the Villas Condo Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property or the Future Development Area, (2) sponsor marketing events – such as open houses, MLS tours, and brokers' parties – at the Property or the Future Development Area to promote the sale of Units, and (3) 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 or the Future Development Area, including items, times and locations that are prohibited to other Owners and Residents, provided that signs must be approved in advance and in writing by the Villas Condo Reviewer.

(k) 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.

(l) An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related thereto and to evaluate the maintenance and condition of the Common Elements.

(m) The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by the Villas Condo Declarant or Homebuilder.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20009700 DECLARATION
03/13/2020 08:59:01 AM Total Fees: \$634.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:

William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE®

SAN MARCOS ★ TEXAS

FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

A Residential Condominium in Hays County, Texas

Villas Condo Declarant: Carma Paso Robles LLC, a Texas limited liability company

Cross reference to: Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time.

KISSING TREE
FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

KISSING TREE®
SAN MARCOS ★ TEXAS

**FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]**

This First Amendment to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted] ("**First Amendment**") is made by Carma Paso Robles LLC, a Texas limited liability company ("**Villas Condo Declarant**") and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas (the "**Declaration**").

B. *Section A.3.10(i)* of the Declaration provides that the Declaration may be amended by the Villas Condo Declarant without consent of other Owners or any Mortgagee 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.

C. Pursuant to the requirements of an Underwriting Lender, the Development Period stated in the Declaration, and the correlating time permitted to annex additional property, must be reduced to seven (7) years.

D. Pursuant to *Section A.3.10(i)* of the Declaration, and through the Recordation of this First Amendment, the Villas Condo Declarant desires to amend the Declaration as set forth in this First Amendment.

NOW THEREFORE, the Villas Condo Declarant hereby amends and modifies the Declaration as follows:

1. **Definition of Development Period.** The definition of "Development Period" as outlined in *Article 1* of the Declaration is hereby **deleted in its entirety and replaced** with the following:

"**Development Period**" means the seven (7) year period beginning on the date this Declaration is Recorded, during which the Villas Condo Declarant has the right to exercise any Development Rights, 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 the Villas Condo Declarant own any portion of the Property. The Villas Condo Declarant may terminate the Development Period by the Recording of a notice of termination. In addition to the foregoing rights, Villas Condo Declarant has reserved other rights as set forth in this Declaration, some of which may be exercised during and after expiration of the Development Period.

2. **Villas Condo Declarant Rights.** *Section 21.04* of the Declaration is hereby **deleted in its entirety and replaced** with the following:

21.04 Villas Condo Declarant Rights. The Villas Condo Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A" (including but not limited to the right to Record an Amendment or Declaration of Annexation). Any Amendment (including a Declaration of Annexation) that may be executed by the Villas Condo Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect the Villas Condo Declarant or Master Declarant's rights under this Declaration without the Villas Condo Declarant or Master Declarant's written and acknowledged consent, which must be part of the Recorded Amendment. Because Appendix "A" of this Declaration is destined to become obsolete, beginning seven (7) years after the date this Declaration is first Recorded, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an Amendment of this Declaration. This *Section 21.04* may not be amended without the Villas Condo Declarant and Master Declarant's advanced written and acknowledged consent.

3. **Purpose of Development and Declarant Control Periods.** *Section A.1.3* of Appendix "A" of the Declaration is hereby **deleted in its entirety and replaced** with the following:

A.1.3. Purpose of Development and Declarant Control Periods. The Declaration gives the Villas Condo 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 the Declaration, means the seven (7) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by the Villas Condo Declarant's Recording of a notice of termination. The Declarant Control Period is defined in the Declaration.

4. **Annexation.** *Section A.3.1* of Appendix "A" of the Declaration is hereby **deleted in its entirety and replaced** with the following:

A.3.1. Annexation. The Property is subject to expansion by phasing for up to seven (7) years from the date this Declaration is Recorded. During the Development Period, the Villas Condo Declarant may annex additional real property into the Regime (including the Future Development Area), and subject such real property to this Declaration and the jurisdiction of the Association by Recording a Declaration of Annexation, executed by the Villas Condo Declarant.

5. **Definitions.** All capitalized terms shown in this First Amendment shall have their meaning as expressed under the Declaration unless otherwise indicated herein.

6. **No Other Modifications.** Except as expressly modified by this First Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Declaration shall continue in full force and effect.

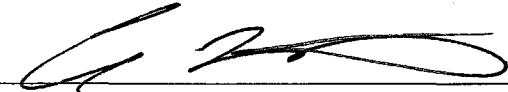
[EXECUTION PAGE TO FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION AND DECLARATION OF
CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]]

EXECUTED to be effective as of the date this First Amendment is Recorded.

VILLAS CONDO DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

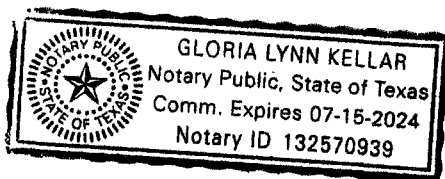
By:


Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7 day of OCTOBER, 2020, by
Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf
of said limited liability company.

(seal)




Notary Public, State of Texas

CONSENT TO FIRST AMENDMENT BY MASTER DECLARANT

The undersigned, as Master Declarant under the Master Covenant, executes this First Amendment for the limited purpose of consenting to the First Amendment pursuant to the requirements of *Section 21.04* of the Declaration.

MASTER DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

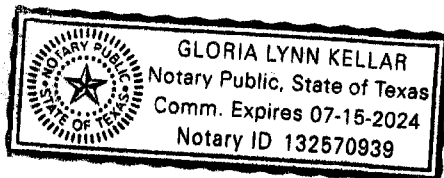
By: _____

Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 7 day of October, 2020, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20045414 DECLARATION
10/08/2020 08:38:34 AM Total Fees: \$42.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:

William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE®

SAN MARCOS ★ TEXAS

SECOND AMENDMENT TO DEVELOPMENT AREA **DECLARATION AND DECLARATION OF** **CONDOMINIUM REGIME FOR** **KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]**

A Residential Condominium in Hays County, Texas

Villas Condo Declarant: Carma Paso Robles LLC, a Texas limited liability company

Cross reference to: Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time; and that certain Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414 in the Official Public Records of Hays County, Texas

KISSING TREE
SECOND AMENDMENT TO DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

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**SECOND AMENDMENT TO DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]**

This Second Amendment to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted] ("**Second Amendment**") is made by Carma Paso Robles LLC, a Texas limited liability company ("**Villas Condo Declarant**") and is as follows:

RECITALS:

A. The Villas Condo Declarant previously executed and recorded that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas (the "**Original Declaration**").

B. The Villas Condo Declarant further previously executed and recorded that certain Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414 in the Official Public Records of Hays County, Texas (the "**First Amendment**"). The Original Declaration, as amended by the First Amendment, shall be referred to as the "**Declaration**" herein.

C. *Section A.3.10(i)* of the Declaration provides that the Declaration may be amended by the Villas Condo Declarant without consent of other Owners or any Mortgagee 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.

D. Pursuant to the requirements of an Underwriting Lender, the leasing restriction set forth in *Section 14.01* of the Declaration must be amended so that the restriction does not affect any Unit subject to financing through the Department of Veteran Affairs or owned by the Secretary of Veterans Affairs, an Officer of the United States.

E. Pursuant to *Section A.3.10(i)* of the Declaration, and through the Recordation of this Second Amendment, the Villas Condo Declarant desires to amend the Declaration as set forth in this Second Amendment.

NOW THEREFORE, the Villas Condo Declarant hereby amends and modifies the Declaration as follows:

1. **Leasing Restriction**. The leasing restriction as set forth in *Section 14.01* of the Declaration is hereby **deleted in its entirety and replaced** with the following:

14.01. **Leasing Restriction**. Notwithstanding any provision in this Declaration to the contrary, in order to preserve the high standards of maintenance and care and the other

benefits from a low turnover of occupants, no more than fifty percent (50%) of the annexed Units within the Regime may be rented or leased in the same period of time (the “**Leasing Cap**”). The Villas Condo Declarant and the Board shall have the express power and authority to prohibit an Owner from leasing or renting their Unit in the event the Villas Condo Declarant or the Board determine such lease or rental will exceed the Leasing Cap. Notwithstanding the foregoing, no Leasing Cap or other leasing restrictions shall apply to any Owner who has obtained a loan from the United States Department of Veteran Affairs (a “**VA Loan**”). To the extent that any provision set forth in the Documents regarding leasing and/or a right of first refusal is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veteran Affairs, as set forth in chapter 37 or title 38, United States Code, or part 36 of title 38, Code of Federal Regulations (“**DVA Financing**”), such provision shall not apply to any Unit that is: (i) encumbered by DVA Financing; or (ii) owned by the Secretary of Veterans Affairs, an Officer of the United States.

2. **Definitions.** All capitalized terms shown in this Second Amendment shall have their meaning as expressed under the Declaration unless otherwise indicated herein.

3. **No Other Modifications.** Except as expressly modified by this Second Amendment, the covenants, restrictions, agreements, easements, terms and provisions of the Declaration shall continue in full force and effect.

[Signature page to follow]

[EXECUTION PAGE TO SECOND AMENDMENT TO DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME
FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]]

EXECUTED to be effective as of the date this Second Amendment is Recorded.

VILLAS CONDO DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

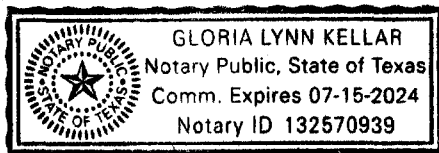
By: _____

Brad Chelton, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24 day of NOVEMBER, 2020,
by Brad Chelton, President of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said
limited liability company.

(seal)



Gloria Lynn Kellar
Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20053937 AMENDMENT
11/30/2020 08:24:48 AM Total Fees: \$38.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

KISSING TREE®

SAN MARCOS ★ TEXAS

FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

A Residential Condominium in Hays County, Texas

Villas Condo Declarant: Carma Paso Robles LLC, a Texas limited liability company

Cross reference to: Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas; and that certain Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414 in the Official Public Records of Hays County, Texas; and that certain Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937 in the Official Public Records of Hays County, Texas, each as they may be amended from time to time

KISSING TREE®
SAN MARCOS ★ TEXAS

**FIRST DECLARATION OF ANNEXATION AND THIRD AMENDEMENT TO THE
DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM
REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]**

This First Declaration of Annexation and Third Amendment to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted] ("**Declaration of Annexation**") is made by Carma Paso Robles LLC, a Texas limited liability company ("**Villas Condo Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas (the "**Original Declaration**").

B. Declarant further previously executed and recorded that certain Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414 in the Official Public Records of Hays County, Texas (the "**First Amendment**"); and that certain Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937 in the Official Public Records of Hays County, Texas (the "**Second Amendment**"). The Original Declaration, as amended by the First Amendment and Second Amendment, shall be referred to as the "**Declaration**" herein.

C. Pursuant to *Section 6.01(a)* and *Section A.3* of Appendix A to the Declaration, during the Development Period, the Villas Condo Declarant may add real property to the Regime and create additional Units and Common Elements, and reallocate the Common Interest Allocation for all Units in the Regime by Recording a Declaration of Annexation.

D. Pursuant to *Section 6.01(a)* and *Section A.3* of Appendix A to the Declaration, and through the Recordation of this Declaration of Annexation, Villas Condo Declarant hereby adds real property to the Regime and creates additional Units and Common Elements, and reallocates the Common Interest Allocation for all Units in the Regime by the Recording of this Declaration of Annexation as set forth in this instrument.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Addition of Real Property and Creation of Additional Units and Common Elements. The Villas Condo Declarant hereby adds the real property legally described on Exhibit "A" to the Regime and hereby creates an additional sixty-eight (68) Units (newly created Units 91-158) and the Common Elements as shown on the amended Plat and Plans attached hereto as Exhibit "B". Upon Recordation of this Declaration of Annexation, the Regime will have one hundred fifty-eight (158) Units as depicted on the revised Plat and Plans in the Declaration and the Plat and Plans attached as Exhibit "B" to this instrument. For purposes of clarity, the Plat and Plans attached as Exhibit "B" to this instrument will replace in its entirety the Plat and Plans attached to the Original Declaration and the real property described on Exhibit "A" will replace in its entirety the legal description described in the Original Declaration.

2. Reallocation of the Common Interest Allocation. The Villas Condo Declarant hereby reallocates the Common Interest Allocation among the Units as provided in the amended and restated Exhibit "E" attached hereto. The Exhibit "E" attached to this Declaration of Annexation replaces the Exhibit "E" attached to the Declaration.

3. Encumbrances. In addition to the easements and restrictions contained in this Declaration of Annexation and in the Documents, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those shown on the Plat and Plans attached hereto as Exhibit "B" and any shown 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 Recorded easements, licenses, leases, and encumbrances affecting the Property. Each Owner further agrees to maintain any easement that crosses the Owner's Unit and for which the Association does not have express responsibility.

4. Definitions. All capitalized terms shown in this Declaration of Annexation shall have their meaning as expressed under the Declaration unless otherwise indicated herein.

5. No Other Modifications. Except as expressly modified by this Declaration of Annexation, the covenants, restrictions, agreements, easements, terms and provisions of the Declaration shall continue in full force and effect.

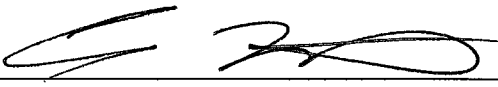
[EXECUTION PAGE TO FOLLOW]

[EXECUTION PAGE TO FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE
DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME
FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]]

EXECUTED to be effective as of the date this Declaration of Annexation is Recorded.

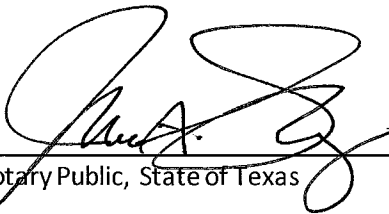
VILLAS CONDO DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20th day of September, 2022, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

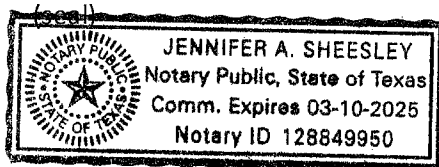


EXHIBIT "A"

The real property described below is hereby added to the Regime and replaces the legal description in the Original Declaration:

LOT 1B, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NO. 22036714 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.

EXHIBIT "B"

**SUPPLEMENTAL CONDOMINIUM PLAT AND PLANS
KISSING TREE VILLAS CONDOMINIUMS**

The plat and plans attached hereto replace the original plat and plans recorded with the Original Declaration.

The plat and plans, attached hereto as Exhibit "B," contains the information required by the Texas Uniform Condominium Act.

Printed Name: Valerie Zurcher, R.P.L.S.
RPLS or License No. 6222

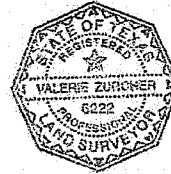
SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

"ATTACHMENT-1"**KISSING TREE VILLAS CONDOMINIUMS
PHASE 5B****PLATS AND PLANS
CERTIFICATION OF SURVEYOR**

THE ATTACHED PLAT AND PLANS, ATTACHED HERETO AS "ATTACHMENT-1"
CONTAIN THE INFORMATION REQUIRED BY SECTION 82.059 OF THE TEXAS
UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

This 8th day of September, 2022 A.D.


Valerie Zurcher, P.L.S.
Registered Professional Land Surveyor No. 6222
10801 N MoPac Expy. Bldg. 3, Suite 200
Austin, Texas 78759
(512) 454-8711



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
30801 N MOFAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512-454-8711
TSP & PPM REGISTRATION #410 | TSP & PPM REGISTRATION #1028861

SEPTEMBER 7, 2022

JOB No.:

SHEET 1 OF 17

50848-25

Date: Sep 08, 2022, 9:58am User: VZurcher
File: H:\Survey\216\50848-25\Plot\Phase 5B\PS50848-25_5B_Plands_Amended_P3.dwg

CONDOMINIUM PLAT OF:

LOT 1B, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 22036714 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.

GENERAL NOTES:

- 1.) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS (G.C.E.), SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR "L.C.E." OR UNITS: (i) IN THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE RESTRICTED] (THE "DECLARATION") OR (ii) ON THE PLATS AND PLANS OF THE REGIME.
- 2.) OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
- 3.) IN ACCORDANCE WITH SECTION 82.003(12), SECTION 82.003(22), AND SECTION 82.059 OF THE ACT, THE REAL PROPERTY SHOWN HEREIN AND LEGALLY DESCRIBED AS LOT 1B, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN DOCUMENT NO. 22036714, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (AND THE UNITS, DWELLINGS, LIMITED COMMON ELEMENTS, AND GENERAL COMMON ELEMENTS LOCATED THEREON), AND THE REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "B-1" OF THE DECLARATION AS THE FUTURE DEVELOPMENT AREA SUBJECT TO DEVELOPMENT RIGHTS, IS SUBJECT TO ALL SPECIAL RIGHTS OF THE DECLARANT AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION AND APPENDIX "A" OF THE DECLARATION AND ARE HEREBY DESIGNATED AS "DEVELOPMENT RIGHTS RESERVED" AND "SUBJECT TO DEVELOPMENT RIGHTS."
- 4.) VERTICAL DIMENSIONS AND HORIZONTAL DIMENSIONS ARE AS DEFINED IN THE DECLARATION.
- 5.) THIS PLAT IS BASED ON PROPOSED CONSTRUCTION DRAWINGS; THEREFORE, ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, DO NOT YET EXIST, AND NEED NOT BE BUILT.
- 6.) THE LAND REFLECTED ON THIS PLAT IS SUBJECT TO THOSE EASEMENTS AND ENCUMBRANCES (i) SHOWN ON THIS PLAT; AND (ii) AS DESCRIBED IN EXHIBIT "C" TO THE DECLARATION.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N. MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
 TBP# FIRM REGISTRATION #470 | TBP# FIRM REGISTRATION #10028001

SEPTEMBER 7, 2022

JOB No.:

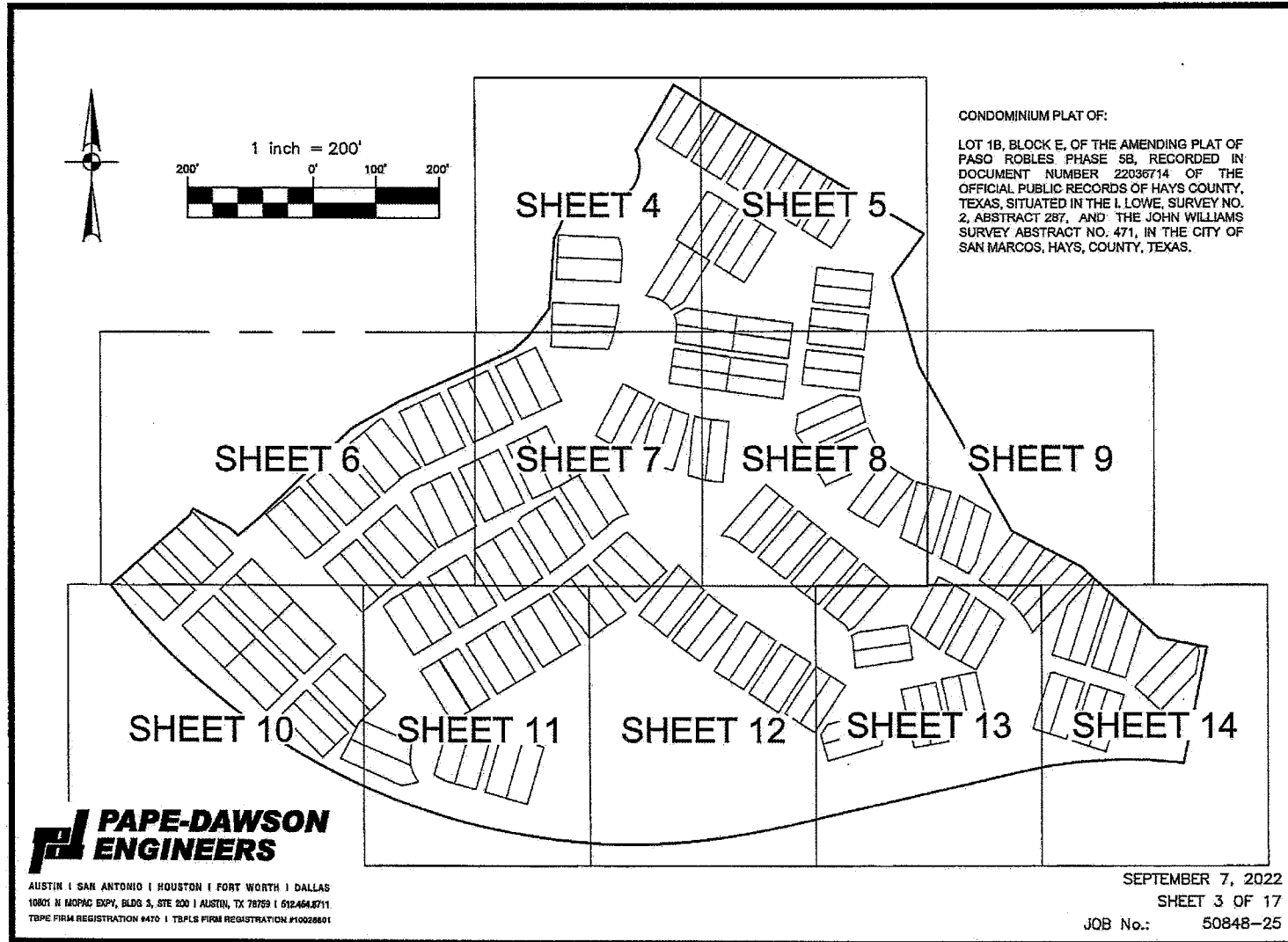
SHEET 2 OF 17

50848-25

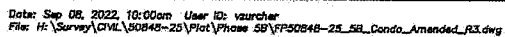
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Exhibit "B" -- Page 3

KISSING TREE
 FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
 AND DECLARATION OF CONDOMINIUM REGIME FOR
 KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]



Date: Sep 08, 2022, 9:59am User ID: vaucher
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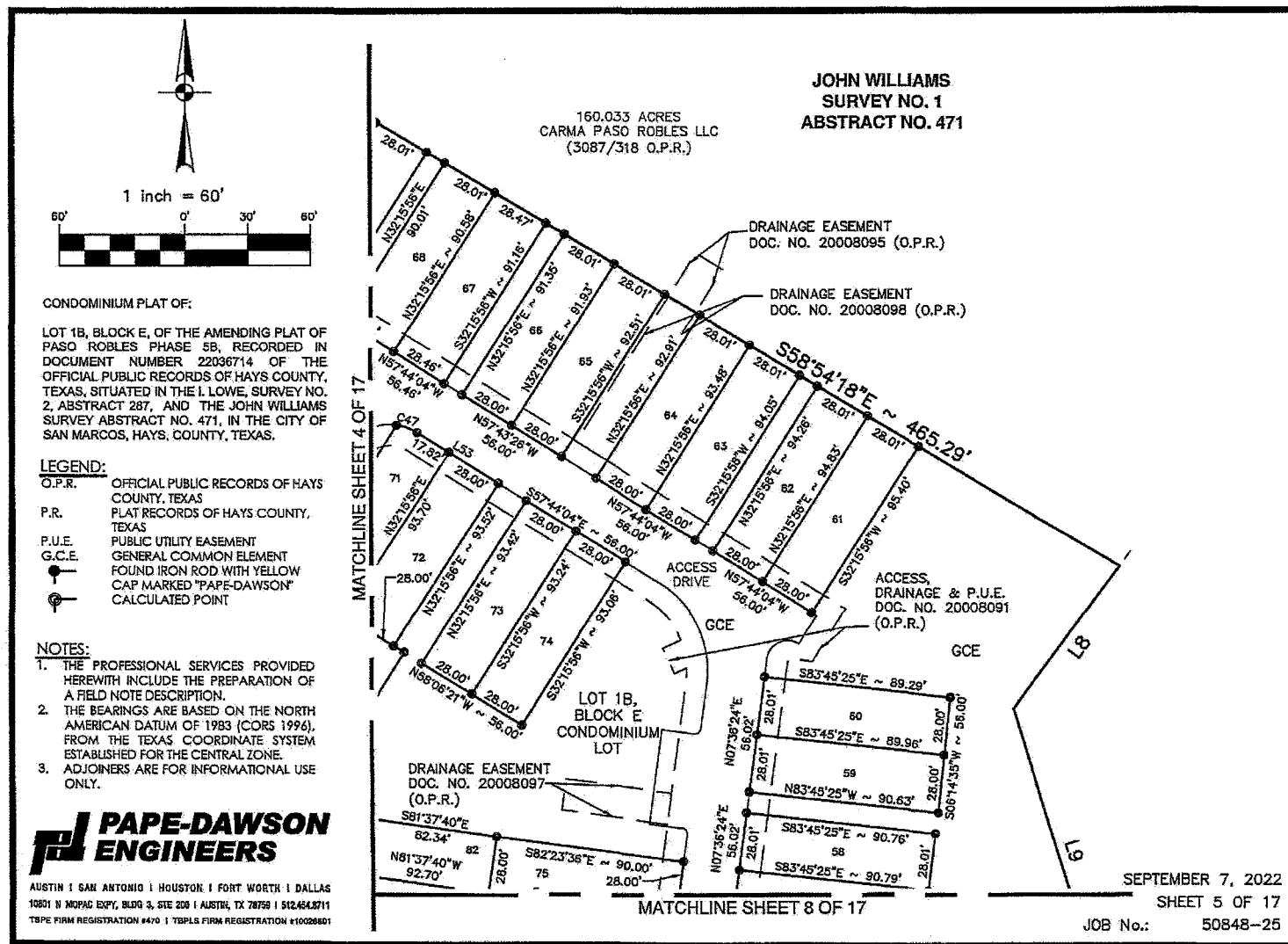
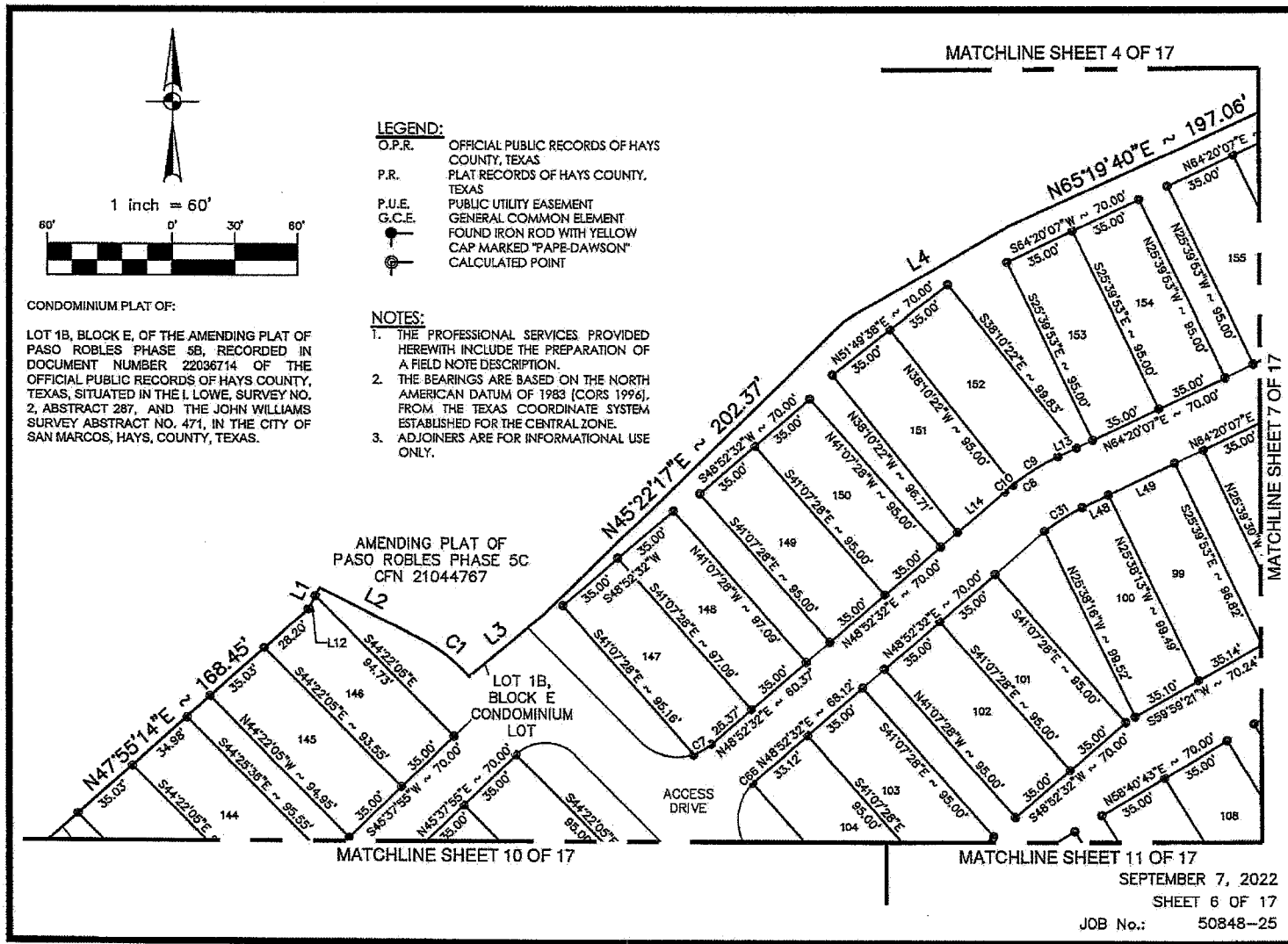


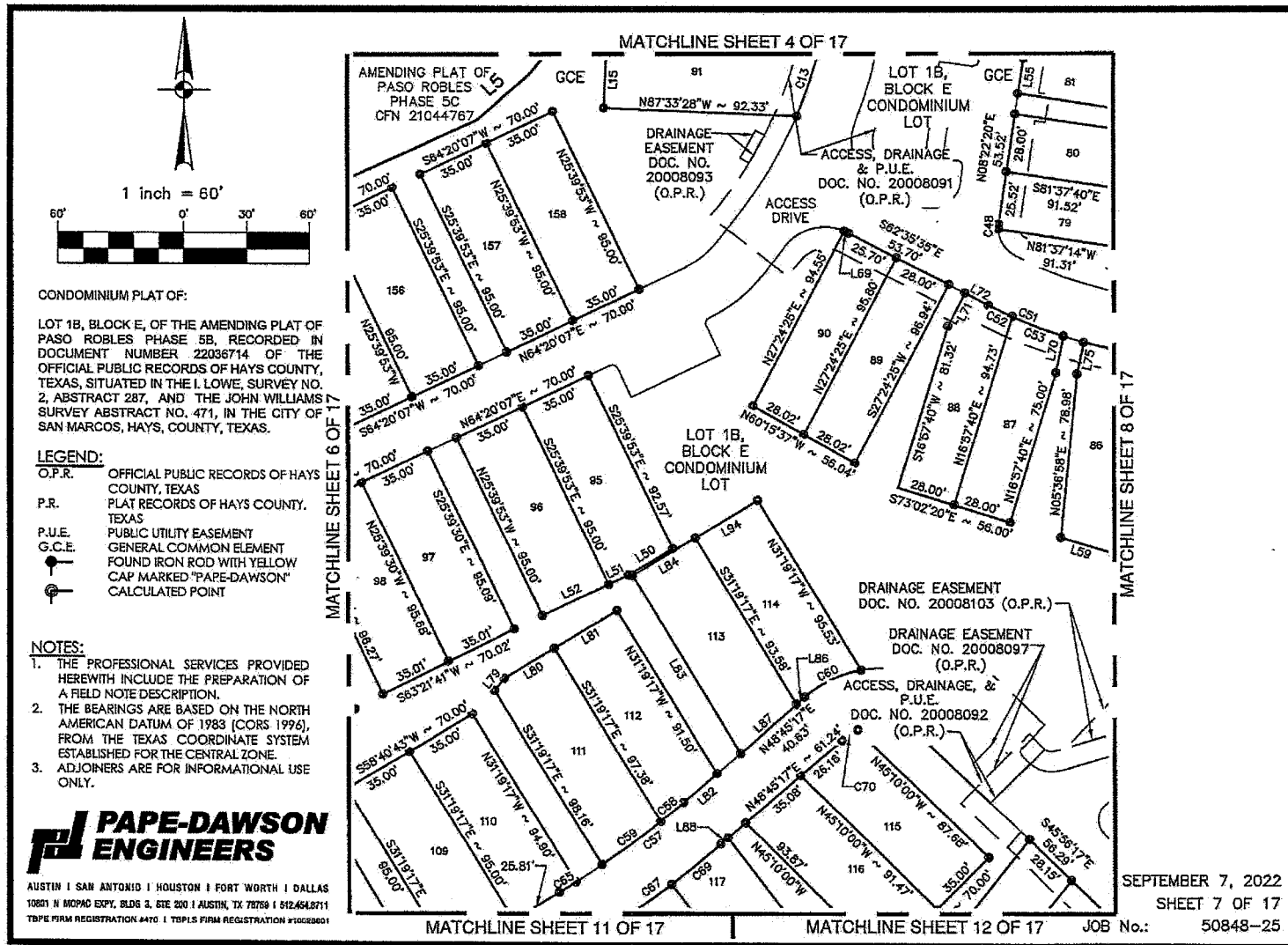
Exhibit "B" -- Page 6



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Exhibit "B" - Page 7

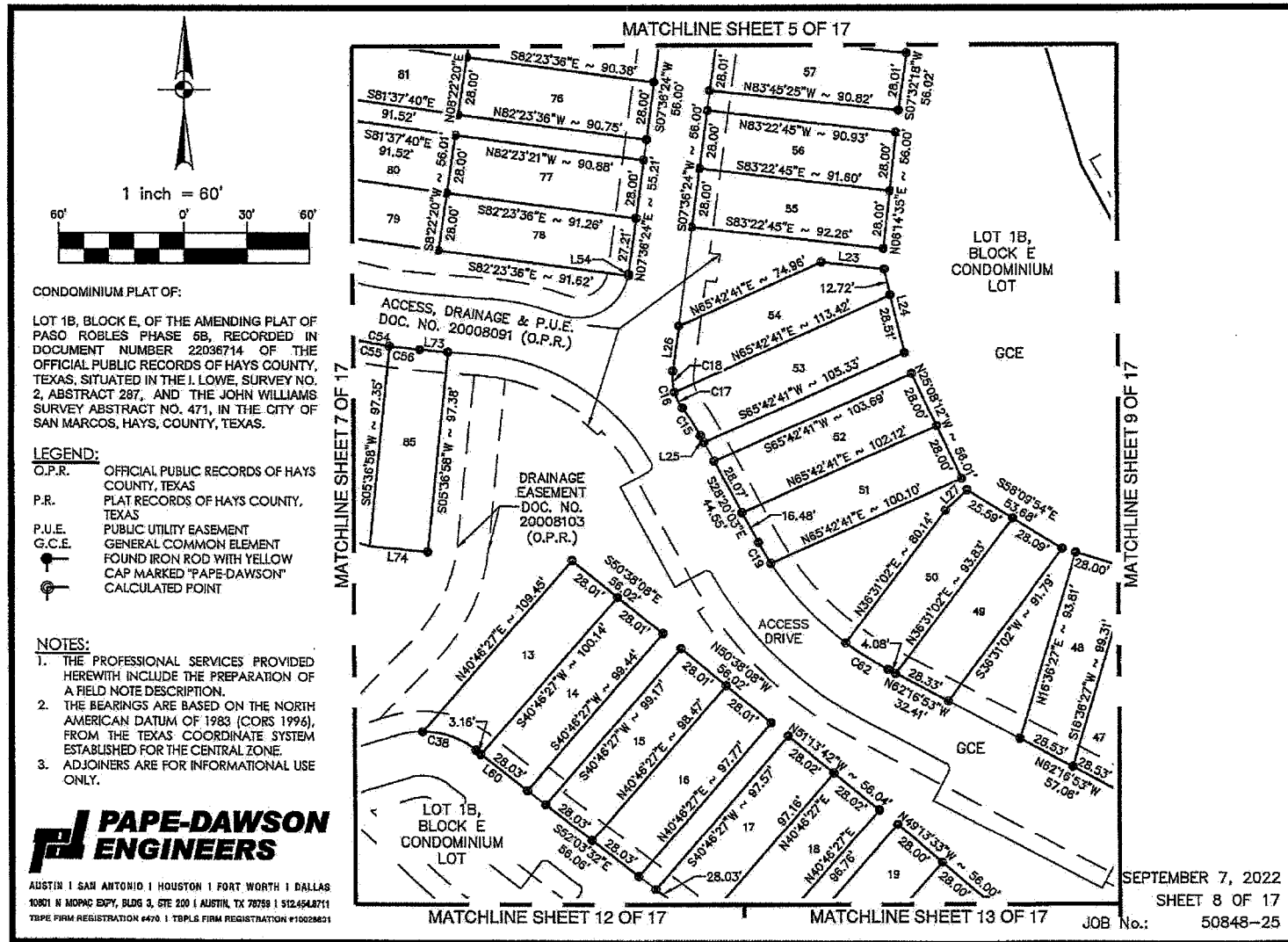
KISSING TREE
FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]



Date: Sep 06, 2022, 10:01am User: JZ_voucher
File: H:\Survey\CIVIL\50848-25\Plat\Phase 5B\FPS0848-25_5B_Condo_Amended_R3.dwg

Exhibit "B" - Page 8

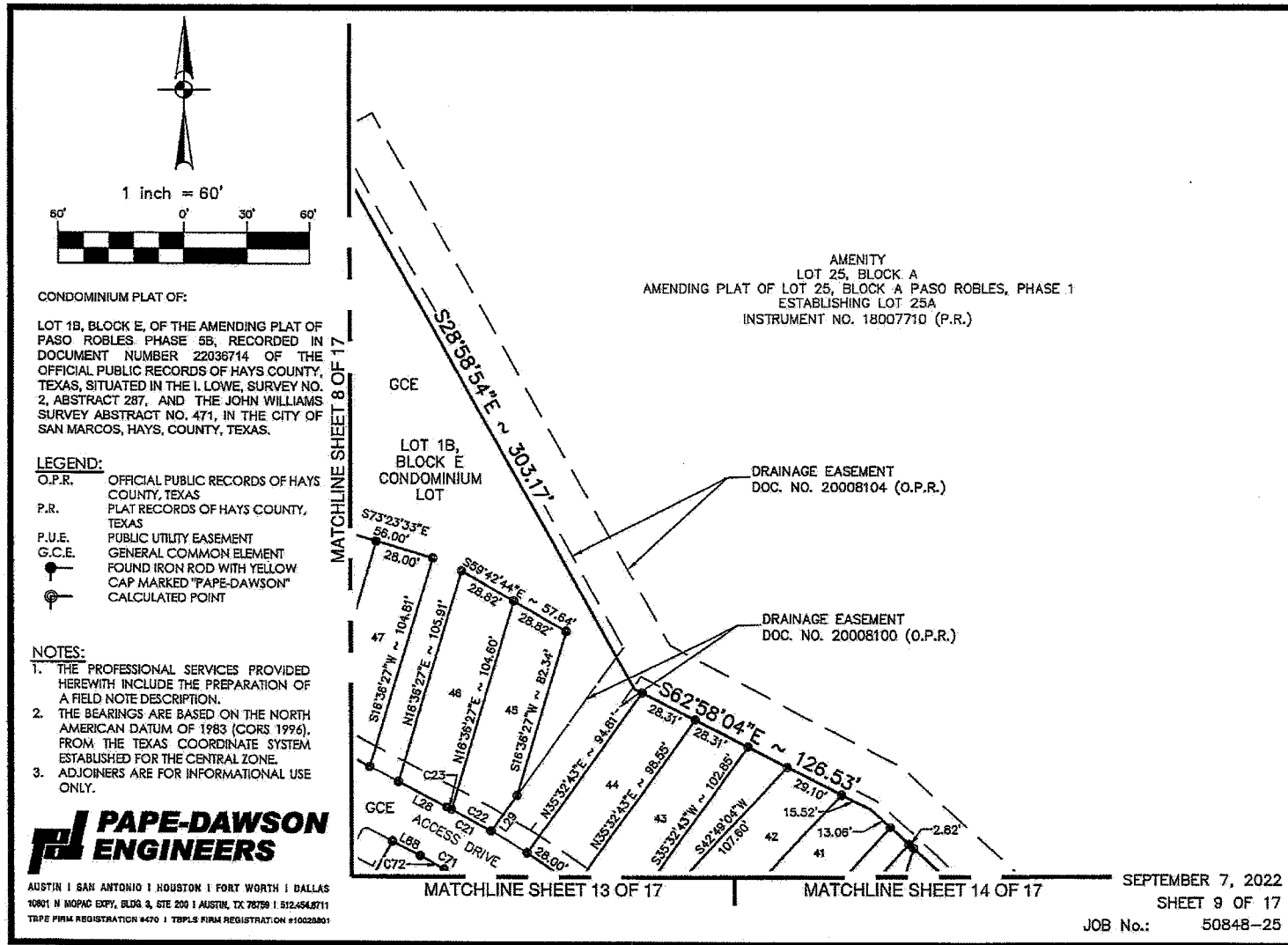
KISSING TREE
FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]



Date: Sep 08, 2022, 10:01am User ID: vzurcher
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Exhibit "B" - Page 9

KISSING TREE
 FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
 AND DECLARATION OF CONDOMINIUM REGIME FOR
 KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]



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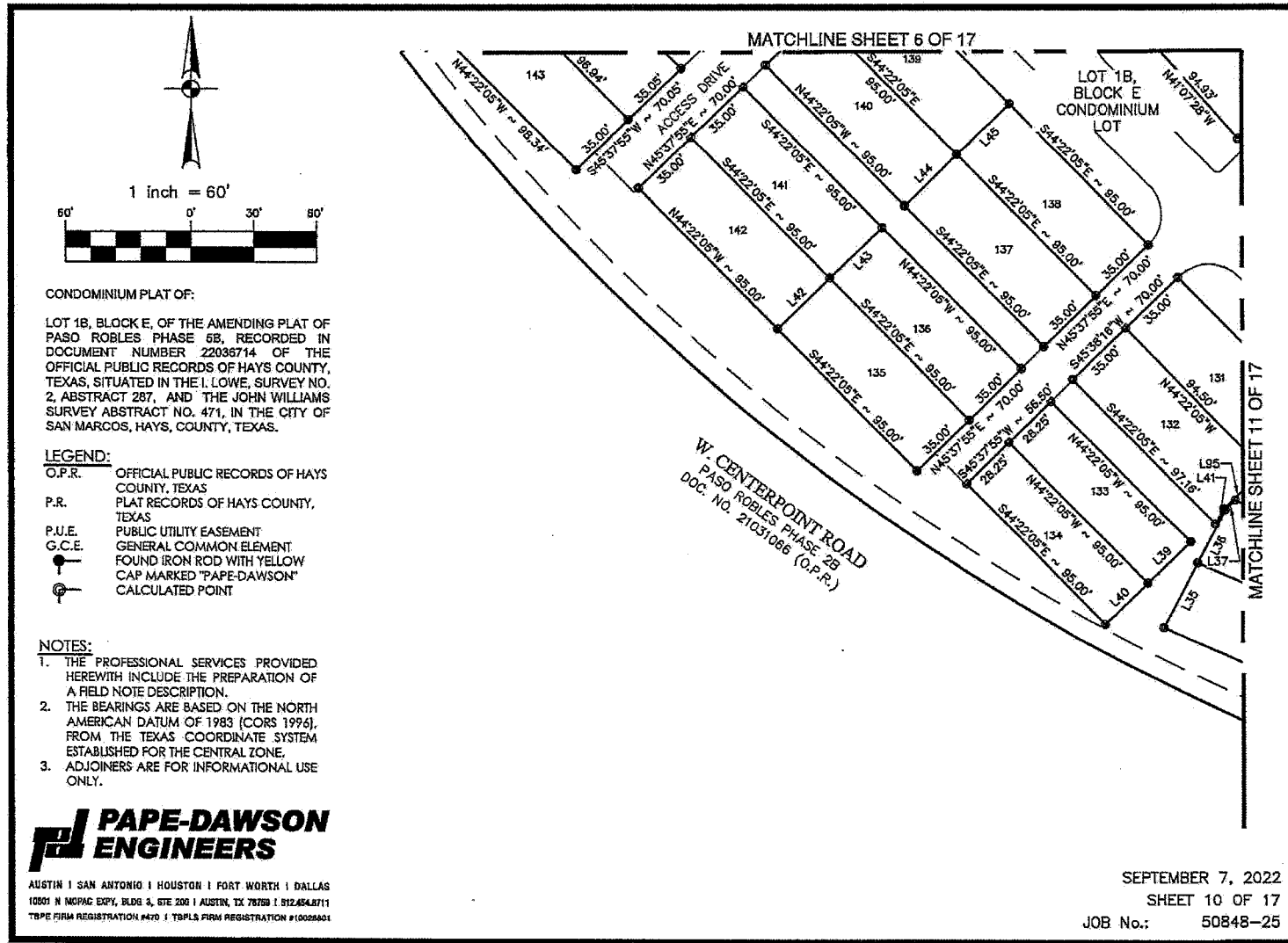


Exhibit "B" - Page 11

KISSING TREE
 FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
 AND DECLARATION OF CONDOMINIUM REGIME FOR
 KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

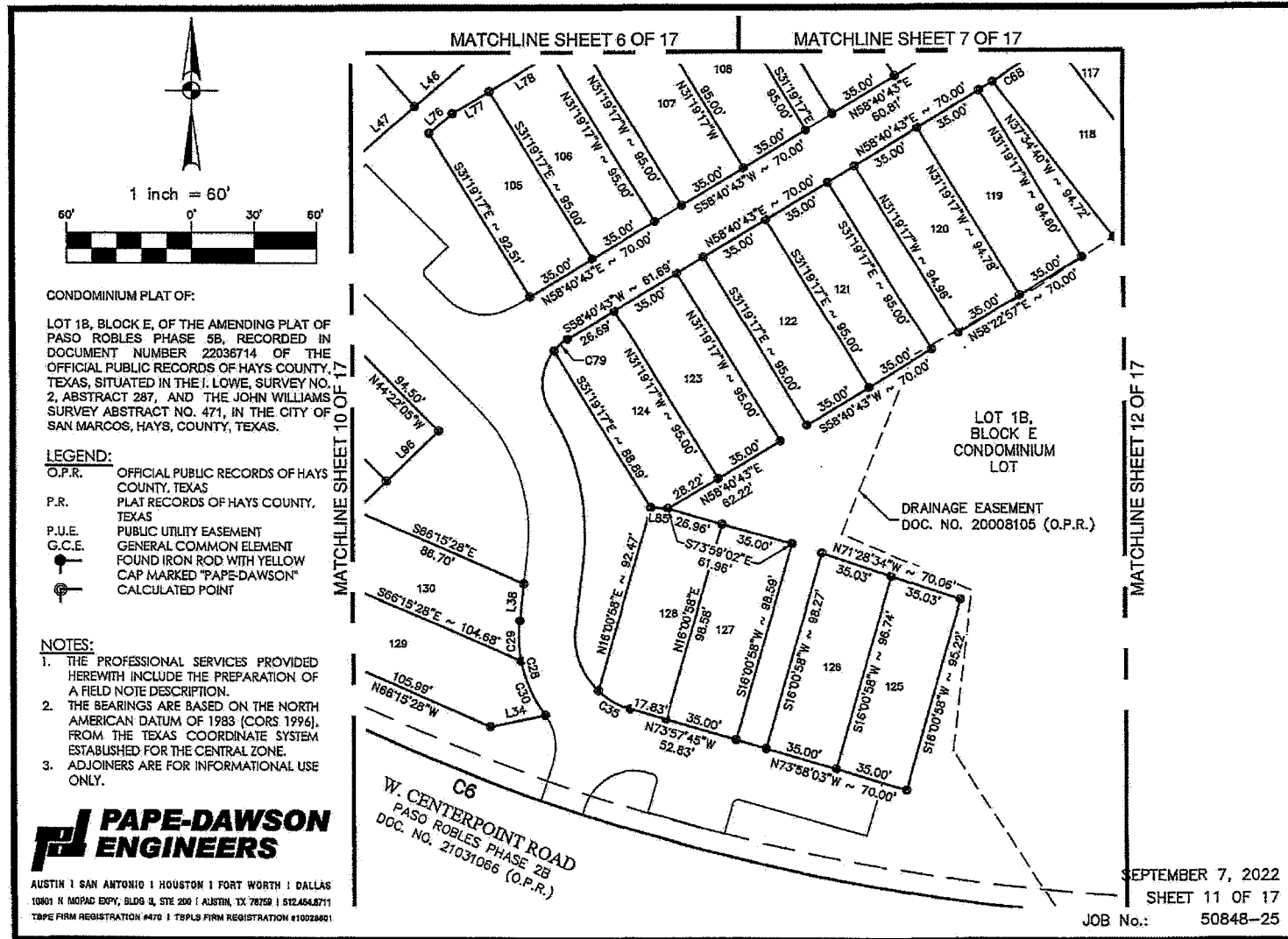
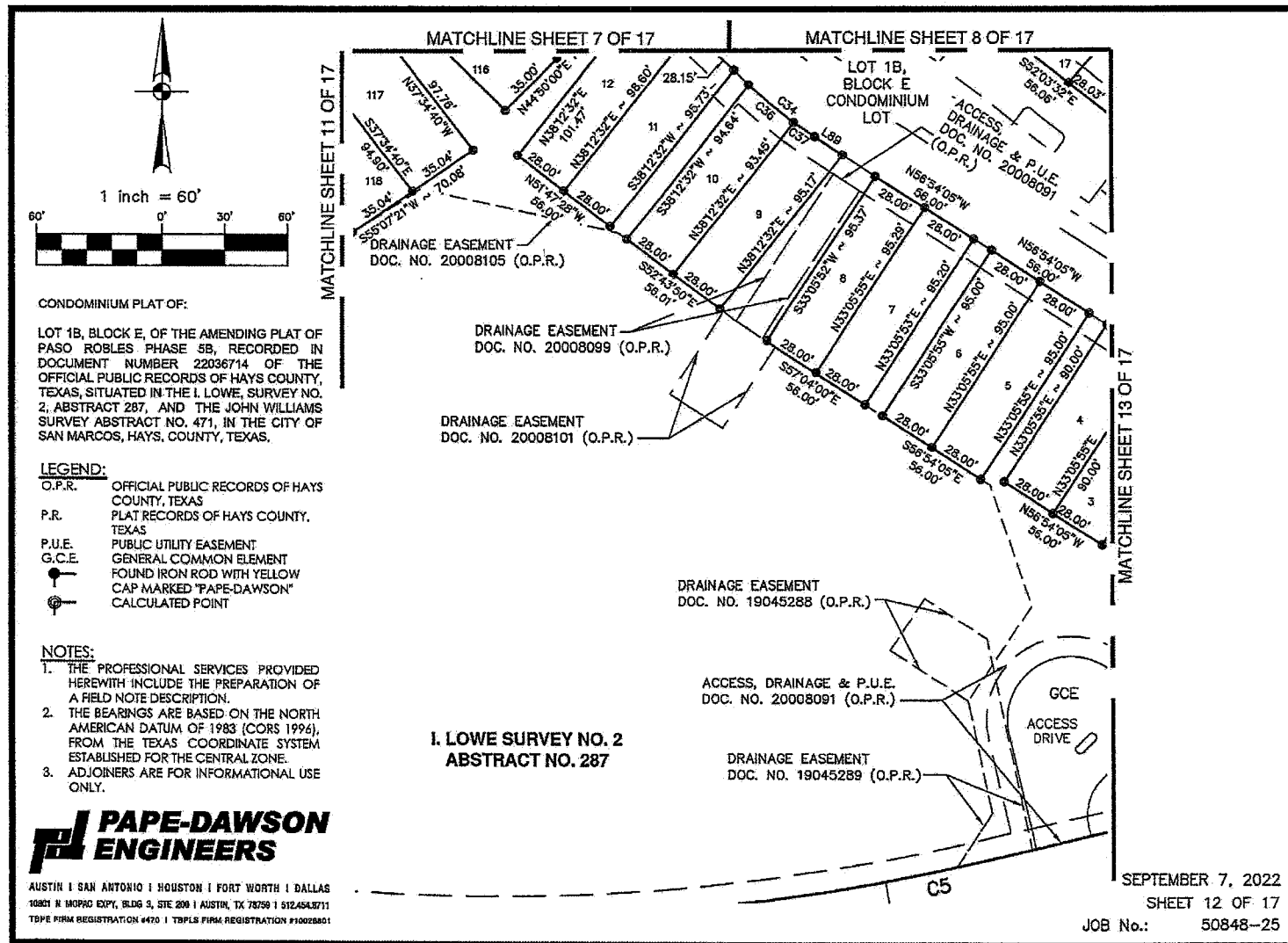


Exhibit "B" - Page 12

KISSING TREE
FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]



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Exhibit "B" - Page 13

KISSING TREE
FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

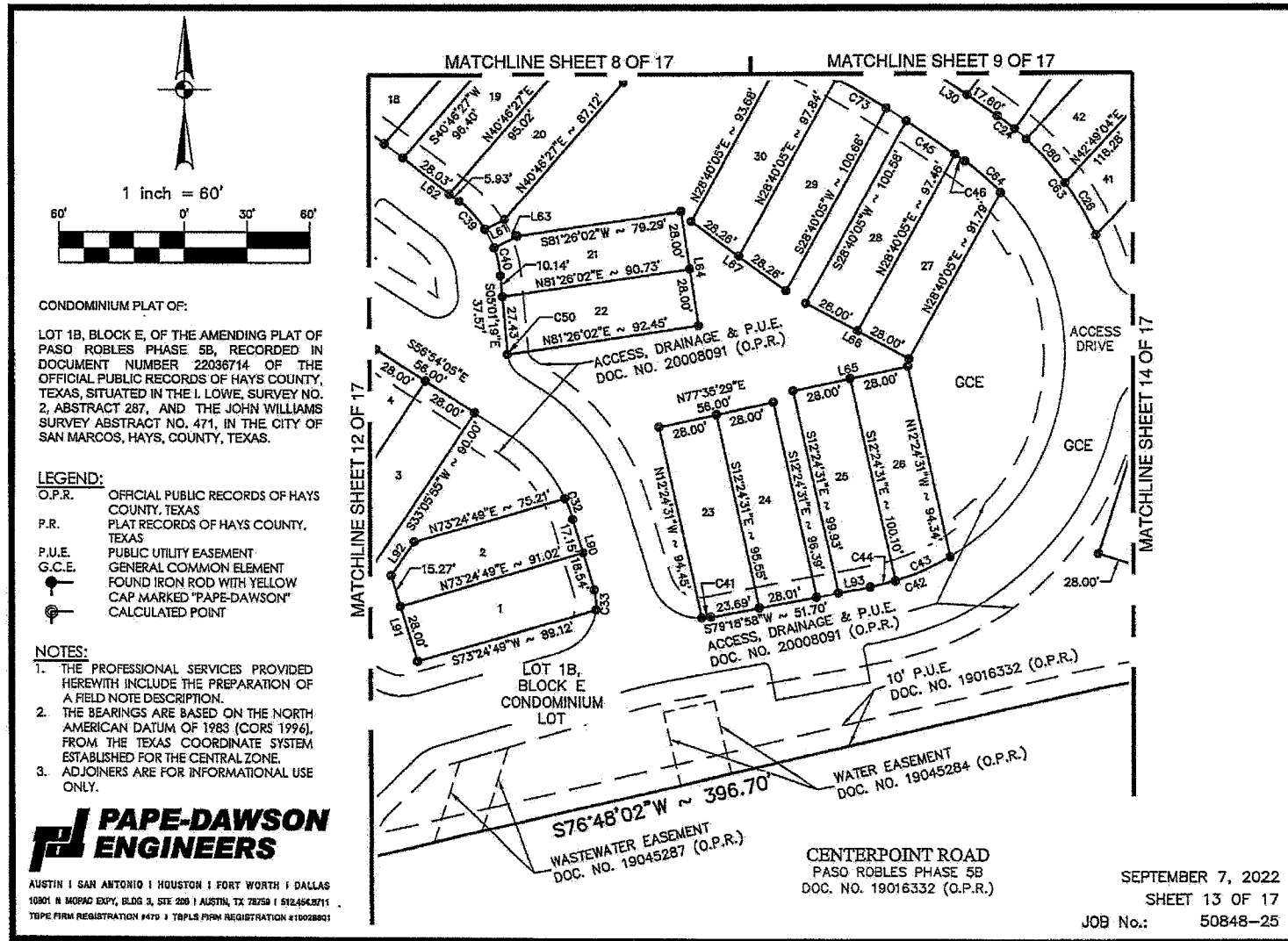
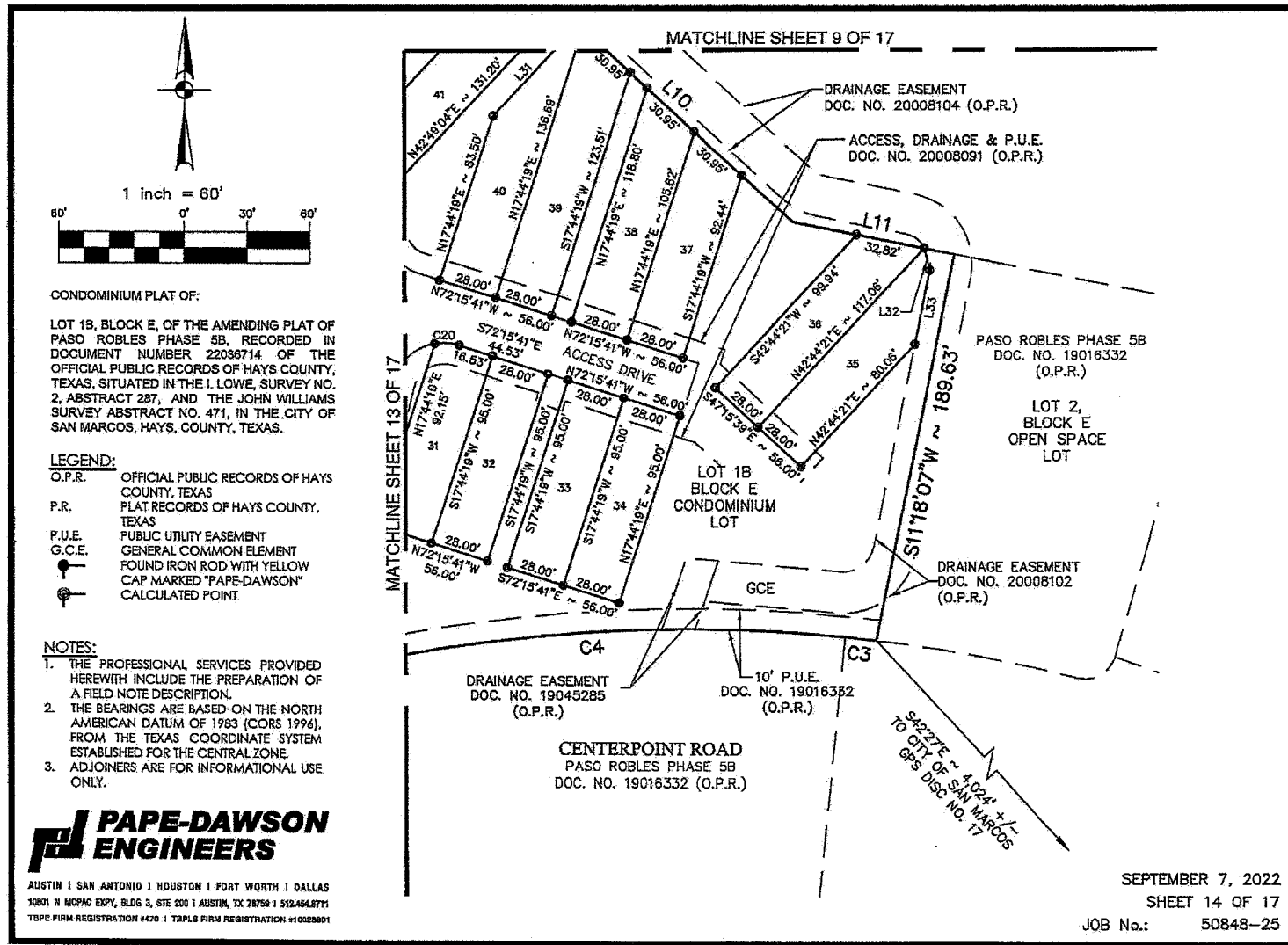


Exhibit "B" - Page 14

KISSING TREE
 FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
 AND DECLARATION OF CONDOMINIUM REGIME FOR
 KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]



Date: Sep 06, 2022, 10:04am User: JD: vaucher
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Exhibit "B" - Page 15

KISSING TREE
 FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
 AND DECLARATION OF CONDOMINIUM REGIME FOR
 KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

CONDOMINIUM PLAT OF:

LOT 1B, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 22036714 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE L. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MIDCAMP EXPY, BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.8711
TSPS FIRM REGISTRATION #470 | TSPS FIRM REGISTRATION #10028801

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N26°57'48"E	11.72'
L2	S63°02'12"E	53.40'
L3	N49°40'27"E	47.00'
L4	N59°48'33"E	91.06'
L5	N48°21'59"E	34.40'
L6	N36°37'35"E	54.04'
L7	N24°57'23"E	81.85'
L8	S36°29'08"W	85.25'
L9	S16°39'35"E	148.52'
L10	S47°03'15"E	165.08'
L11	S78°41'53"E	78.57'
L12	N26°57'48"E	7.20'
L13	S64°20'07"W	9.80'
L14	S48°52'32"W	30.04'
L15	N02°26'32"E	35.00'
L16	N02°26'32"E	35.00'
L17	S04°12'44"W	2.78'
L18	S02°26'32"W	35.00'
L19	S02°26'32"W	35.00'
L20	N22°41'39"W	7.73'
L21	N04°12'44"E	5.22'
L22	N04°12'44"E	35.02'
L23	S83°22'45"E	30.20'
L24	S13°26'21"E	41.23'
L25	N28°20'03"W	3.41'
L26	N07°36'24"E	21.73'
L27	N46°38'45"E	14.20'
L28	N62°16'53"W	25.98'
L29	S35°32'43"W	21.30'
L30	N55°22'08"W	45.61'
L31	N42°49'04"E	60.05'
L32	N13°29'33"W	11.03'
L33	N11°21'10"E	38.16'

LINE TABLE		
LINE #	BEARING	LENGTH
L34	S78°11'26"W	26.99'
L35	N27°16'04"E	35.07'
L36	N27°15'04"E	28.84'
L37	N45°37'55"E	6.70'
L38	S06°56'54"W	18.12'
L39	N45°37'55"E	28.25'
L40	N45°37'55"E	28.25'
L41	N27°16'04"E	8.44'
L42	S45°37'55"W	35.00'
L43	S45°37'55"W	35.00'
L44	S45°37'55"W	35.00'
L45	S45°37'55"W	35.00'
L46	S48°52'32"W	35.00'
L47	S48°52'32"W	35.00'
L48	N64°20'07"E	13.82'
L49	N64°20'07"E	34.99'
L50	S58°40'43"W	24.69'
L51	S64°20'07"W	10.43'
L52	S64°20'07"W	35.00'
L53	N57°44'04"W	45.82'
L54	N08°31'54"E	0.79'
L55	S08°22'20"W	17.37'
L56	S60°25'51"W	21.00'
L57	S60°25'51"W	21.45'
L58	N76°53'43"W	6.17'
L59	N73°02'20"W	28.56'
L60	N52°03'32"W	28.03'
L61	N62°15'59"E	10.71'
L62	S52°03'32"E	28.03'
L63	S62°15'59"W	12.50'
L64	N08°33'58"W	56.00'
L65	S77°35'29"W	56.00'
L66	S61°19'55"E	56.00'

LINE TABLE		
LINE #	BEARING	LENGTH
L67	N53°29'13"W	56.53'
L68	S62°16'53"E	15.14'
L69	S65°17'06"E	2.30'
L70	N11°25'22"E	17.99'
L71	S27°24'25"W	17.93'
L72	N62°35'35"W	12.75'
L73	S85°19'46"E	13.49'
L74	N84°18'55"W	28.00'
L75	N11°16'34"E	15.65'
L76	S48°52'32"W	14.61'
L77	S58°40'43"W	20.60'
L78	S58°40'43"W	35.00'
L79	S37°28'02"W	7.38'
L80	S58°40'43"W	28.12'
L81	S58°40'43"W	35.00'
L82	N48°45'17"E	21.18'
L83	S31°19'17"E	99.70'
L84	S58°40'43"W	35.00'
L85	S88°40'46"E	8.24'
L86	N48°45'17"E	5.10'
L87	N48°45'17"E	35.53'
L88	N48°45'17"E	4.51'
L89	N58°54'05"W	15.95'
L90	S16°35'11"E	35.69'
L91	N16°35'11"W	43.27'
L92	N33°05'55"E	19.67'
L93	N79°18'58"E	15.65'
L94	S58°40'43"W	35.00'
L95	N45°37'44"E	26.99'
L96	N45°37'44"E	35.00'

SEPTEMBER 7, 2022
SHEET 15 OF 17
JOB No.: 50848-25

Date: Sep 08, 2022, 10:04am User: JD raucher
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Exhibit "B" - Page 16

KISSING TREE
FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	76.50'	022°42'39"	S51°40'53"E	30.12'	30.32'
C2	60.00'	180°53'31"	N54°08'22"E	118.34'	168.49'
C3	740.00'	001°09'57"	N83°45'16"W	15.06'	15.06'
C4	740.00'	018°51'43"	S86°13'54"W	242.51'	243.61'
C5	1035.00'	002°42'17"	S78°09'11"W	48.85'	48.86'
C6	1035.00'	063°32'03"	N68°43'39"W	1089.79'	1147.69'
C7	25.00'	022°40'06"	N60°12'35"E	9.83'	9.89'
C8	107.03'	013°43'24"	S57°54'06"W	25.57'	25.64'
C9	107.03'	013°43'24"	S57°54'06"W	25.57'	25.64'
C10	132.31'	002°09'53"	S49°57'28"W	5.00'	5.00'
C11	210.50'	018°43'55"	S13°34'41"W	68.51'	68.82'
C12	48.50'	012°39'51"	S02°02'25"W	10.70'	10.72'
C13	210.50'	009°54'03"	S17°59'37"W	36.33'	36.38'
C14	50.00'	026°54'23"	N09°14'28"W	23.27'	23.48'
C15	126.52'	007°27'45"	N32°03'58"W	16.47'	16.48'
C16	24.50'	043°24'15"	N14°05'43"W	18.12'	18.56'
C17	24.50'	019°28'14"	N26°03'44"W	8.29'	8.33'
C18	24.50'	023°56'01"	N04°21'36"W	10.18'	10.23'
C19	149.50'	004°27'26"	S30°33'47"E	11.63'	11.63'
C20	24.50'	027°55'05"	S86°13'13"E	11.82'	11.94'
C21	526.50'	002°37'54"	N60°57'56"W	24.18'	24.18'
C22	526.50'	002°21'04"	N60°49'31"W	21.60'	21.61'
C23	526.50'	000°16'50"	N62°08'28"W	2.58'	2.58'
C24	141.50'	004°12'53"	N52°20'50"W	10.41'	10.41'
C26	141.50'	011°53'48"	S29°52'25"E	29.33'	29.38'
C27	14.50'	009°51'33"	N03°26'34"E	2.49'	2.50'
C28	63.50'	043°47'03"	S14°56'38"E	47.35'	48.53'

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C29	63.50'	017°44'41"	S01°55'27"E	19.59'	19.67'
C30	63.50'	026°02'22"	S23°48'58"E	28.61'	28.66'
C31	86.50'	014°10'18"	N57°14'58"E	21.34'	21.40'
C32	73.50'	008°28'22"	S20°49'52"E	10.88'	10.89'
C33	24.50'	022°42'32"	S05°13'55"E	9.65'	9.71'
C34	226.50'	010°09'34"	N51°49'18"W	40.11'	40.16'
C35	36.50'	028°03'28"	N59°56'01"W	17.70'	17.87'
C36	226.50'	007°05'24"	N50°17'13"W	28.01'	28.03'
C37	226.50'	003°04'10"	N55°22'00"W	12.13'	12.13'
C38	41.50'	037°34'06"	N70°50'35"W	26.73'	27.21'
C39	51.50'	020°28'27"	S41°49'18"E	18.31'	18.40'
C40	51.50'	015°24'52"	S12°43'45"E	13.61'	13.66'
C41	37.14'	006°41'54"	S82°39'55"W	4.34'	4.34'
C42	114.50'	020°31'45"	N69°03'05"E	40.81'	41.03'
C43	114.50'	014°20'33"	N65°57'29"E	28.59'	28.66'
C44	114.50'	006°11'12"	N78°13'22"E	12.36'	12.36'
C45	932.95'	001°43'49"	N54°58'49"W	28.17'	28.17'
C46	932.95'	000°21'20"	N54°26'41"W	5.79'	5.79'
C47	24.50'	024°33'39"	N70°00'53"W	10.42'	10.50'
C48	14.50'	009°51'33"	N03°26'34"E	2.49'	2.50'
C49	50.00'	026°54'23"	N09°14'28"W	23.27'	23.48'
C50	15.00'	002°22'24"	S06°12'31"E	0.62'	0.62'
C51	226.50'	006°39'49"	N69°03'08"W	26.33'	26.34'
C52	226.50'	003°07'39"	N64°09'24"W	12.36'	12.36'
C53	226.50'	006°39'49"	N69°03'08"W	26.33'	26.34'
C54	226.50'	006°44'04"	S78°17'27"E	26.61'	26.62'
C55	226.50'	006°44'04"	S78°17'27"E	26.61'	26.62'

CONDOMINIUM PLAT OF:

LOT 1B, BLOCK E, OF THE AMENDING PLAT OF PASO ROBLES PHASE 5B, RECORDED IN DOCUMENT NUMBER 22036714 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE I. LOWE, SURVEY NO. 2, ABSTRACT 287, AND THE JOHN WILLIAMS SURVEY ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10001 N. MOPAC EXPY, SUITE 3, STE 200 | AUSTIN, TX 78769 | 512.454.8711
TSP# FIRM REGISTRATION #470 | TSP# FIRM REGISTRATION #10028801

Date: Sep 08, 2022, 10:05am User ID: szurher
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SEPTEMBER 7, 2022

SHEET 16 OF 17

JOB No.: 50848-25

Exhibit "B" - Page 17

KISSING TREE
FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

CURVE TABLE					
CURVE #	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C56	226.50'	003°40'17"	S83°29'37"E	14.51'	14.51'
C57	425.50'	006°39'52"	N52°05'13"E	49.48'	49.49'
C58	425.50'	001°55'39"	N49°43'06"E	14.31'	14.31'
C59	425.50'	004°44'14"	N53°03'02"E	35.17'	35.18'
C60	57.00'	030°37'57"	N64°04'15"E	30.11'	30.47'
C61	210.50'	008°49'51"	S08°37'39"W	32.41'	32.44'
C62	149.50'	009°13'18"	N57°40'14"W	24.04'	24.06'
C63	141.50'	023°18'32"	S35°34'47"E	57.17'	57.56'
C64	107.92'	012°07'40"	N48°44'26"W	22.80'	22.84'
C65	425.50'	001°14'17"	N58°03'35"E	9.19'	9.19'
C66	25.00'	004°18'48"	N46°43'06"E	1.88'	1.88'
C67	452.50'	004°26'12"	N54°50'17"E	35.03'	35.04'
C68	452.50'	004°26'12"	N54°50'17"E	35.03'	35.04'
C69	452.50'	003°51'54"	N50°41'14"E	30.52'	30.52'
C70	30.00'	017°29'32"	N57°30'03"E	9.12'	9.16'
C71	499.50'	004°41'25"	S59°56'11"E	40.66'	40.69'
C72	499.50'	001°28'33"	S61°32'37"E	12.67'	12.87'
C73	499.50'	003°12'52"	S59°11'54"E	28.02'	28.02'
C74	48.50'	032°01'27"	N07°38'23"W	26.78'	27.11'
C75	48.50'	019°21'36"	S13°58'18"E	16.31'	16.39'
C76	48.50'	021°33'17"	N45°15'49"W	18.14'	18.25'
C77	48.50'	019°51'16"	N66°58'05"W	16.72'	16.81'
C78	24.49'	013°31'16"	N70°08'05"W	5.77'	5.78'
C79	25.00'	019°24'51"	S48°58'18"W	8.43'	8.47'
C80	141.50'	011°24'43"	S41°31'41"E	28.14'	28.18'



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 T&E FIRM REGISTRATION #470 | T&E FIRM REGISTRATION #10028601

CONDOMINIUM PLAT OF:

LOT 1B, BLOCK E, OF THE AMENDING PLAT OF
 PASO ROBLES PHASE 5B, RECORDED IN
 DOCUMENT NUMBER 22036714 OF THE
 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY,
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 2, ABSTRACT 287, AND THE JOHN WILLIAMS
 SURVEY ABSTRACT NO. 471, IN THE CITY OF
 SAN MARCOS, HAYS, COUNTY, TEXAS.

SEPTEMBER 7, 2022
 SHEET 17 OF 17
 JOB No.: 50848-25

Date: Sep 08, 2022, 10:05am User: JD: vancouver
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Exhibit "B" - Page 18

KISSING TREE
 FIRST DECLARATION OF ANNEXATION AND THIRD AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
 AND DECLARATION OF CONDOMINIUM REGIME FOR
 KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

EXHIBIT "E"

COMMON INTEREST ALLOCATION AND VOTES

The Common Interest Allocation and Common Expense Liability for each Unit is 1/158. Each Unit is allocated one (1) vote in the Association.

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

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22045587 AMENDMENT
09/26/2022 03:45:53 PM Total Fees: \$118.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:
McLean & Howard, L.L.P.
William P. McLean
Leslie Keyser
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

KISSING TREE®

SAN MARCOS ★ TEXAS

SECOND DECLARATION OF ANNEXATION AND FOURTH AMENDMENT TO THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

A Residential Condominium in Hays County, Texas

Villas Condo Declarant: Carma Paso Robles LLC, a Texas limited liability company

Cross reference to: Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas; and that certain Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414 in the Official Public Records of Hays County, Texas; and that certain Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937 in the Official Public Records of Hays County, Texas; and that certain Kissing Tree Declaration of Annexation and Third Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 22045587, Official Public Records of Hays County, Texas, each as they may be amended from time to time.

KISSING TREE®
SAN MARCOS ★ TEXAS

**SECOND DECLARATION OF ANNEXATION AND FOURTH AMENDMENT TO THE
 DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM
 REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]**

This Second Declaration of Annexation and Fourth Amendment to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted] ("**Declaration of Annexation**") is made by Carma Paso Robles LLC, a Texas limited liability company ("**Villas Condo Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas (the "**Original Declaration**").

B. Declarant further previously executed and recorded that certain Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414 in the Official Public Records of Hays County, Texas (the "**First Amendment**"); and that certain Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937 in the Official Public Records of Hays County, Texas (the "**Second Amendment**"); and that certain Kissing Tree Declaration of Annexation and Third Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 22045587, Official Public Records of Hays County, Texas (the "**Third Amendment**"). The Original Declaration, as amended by the First Amendment, Second Amendment, and Third Amendment, shall be referred to as the "**Declaration**" herein.

C. Pursuant to *Section 6.01(a)* and *Section A.3.* of Appendix A to the Declaration, during the Development Period, the Villas Condo Declarant may add real property to the Regime, and create additional Units and Common Elements, and reallocate the Common Interest Allocation for all Units in the Regime by Recording a Declaration of Annexation.

D. Pursuant to *Section 6.01(a)* and *Section A.3.* of Appendix A to the Declaration, and through the Recordation of this Declaration of Annexation, Villas Condo Declarant hereby adds real property to the Regime, creates additional Units and Common Elements, and reallocates the Common Interest Allocation for all Units in the Regime by the Recording of this Declaration of Annexation as set forth in this instrument.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Addition of Real Property and Creation of Additional Units and Common Elements. The Villas Condo Declarant hereby adds the real property legally described on Exhibit "A" to the Regime and hereby creates an additional eight (8) Units (newly created Units 159-166) and the Common Elements as shown on the amended Plat and Plans attached hereto as Exhibit "B". Upon Recordation of this Declaration of Annexation, the Regime will have one hundred sixty-six (166) Units as depicted on the Plat and Plans in the Declaration, as amended and the supplemental Plat and Plans attached as Exhibit "B" to this instrument. For purposes of clarity, the Plat and Plans attached as Exhibit "B" to this instrument will supplement the Plat and Plans attached to the Declaration, as amended, and the real property described on Exhibit "A" will supplement the legal description described in the Declaration, as amended.

2. Reallocation of the Common Interest Allocation. The Villas Condo Declarant hereby reallocates the Common Interest Allocation among the Units as provided in the amended and restated Exhibit "E" attached hereto. The Exhibit "E" attached to this Declaration of Annexation replaces the Exhibit "E" attached to the Declaration.

3. Encumbrances. In addition to the easements and restrictions contained in this Declaration of Annexation and in the Documents, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those shown on the Plat and Plans attached hereto as Exhibit "B" and any shown on a Recorded plat or other instrument of Record, 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 Recorded easements, licenses, leases, and encumbrances affecting the Property. Each Owner further agrees to maintain any easement that crosses the Owner's Unit and for which the Association does not have express responsibility.

4. Definitions. All capitalized terms shown in this Declaration of Annexation shall have their meaning as expressed under the Declaration unless otherwise indicated herein.

5. No Other Modifications. Except as expressly modified by this Declaration of Annexation, the covenants, restrictions, agreements, easements, terms, and provisions of the Declaration shall continue in full force and effect.

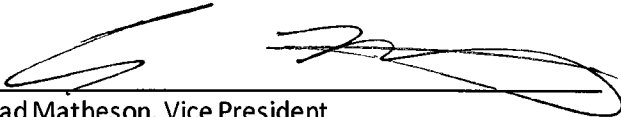
[EXECUTION PAGE TO FOLLOW]

*[EXECUTION PAGE TO SECOND DECLARATION OF ANNEXATION AND FOURTH AMENDMENT TO THE
DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME
FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]]*

EXECUTED to be effective as of the date this Declaration of Annexation is Recorded.

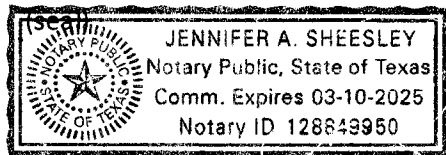
VILLAS CONDO DECLARANT:

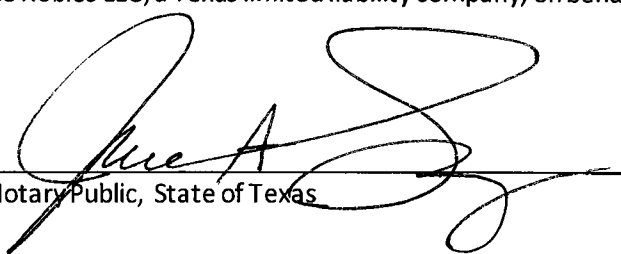
CARMA PASO ROBLES LLC,
a Texas limited liability company

By: 
Chad Matheson, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 19th day of September, 2023,
by Chad Matheson, as Vice President of Carma Paso Robles LLC, a Texas limited liability company, on behalf
of said limited liability company.



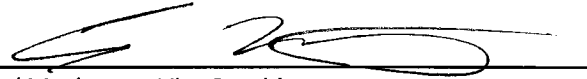

Notary Public, State of Texas

CONSENT BY MASTER DECLARANT

The undersigned, as Master Declarant under the Master Covenant, executes this instrument for the limited purpose of consenting to the Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937 in the Official Public Records of Hays County, Texas; and that certain Kissing Tree Declaration of Annexation and Third Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 22045587, Official Public Records of Hays County, Texas; and this Second Declaration of Annexation and Fourth Amendment to the Development Area Declaration for Kissing Tree Villas Condominiums [Age-Restricted] pursuant to the requirements of *Section 21.04* of the Declaration.

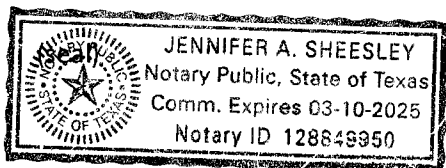
MASTER DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

By: 
Chad Matheson, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 18th day of September, 2023, by Chad Matheson, as Vice President of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.



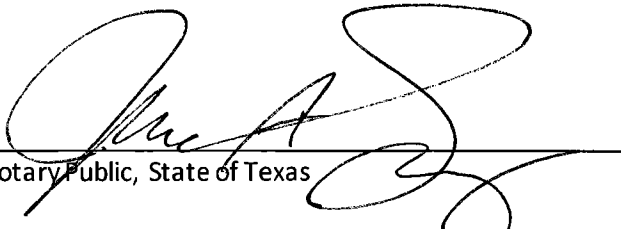

Notary Public, State of Texas

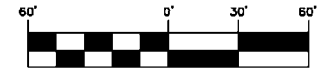
EXHIBIT "A"

The real property described below is hereby added to the Regime

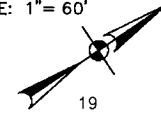
See following three (3) pages.

A 1.126 ACRE TRACT OF LAND BEING OUT OF LOT 24, BLOCK A, SPOA ROBLES PHASE 1, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 19, PAGES 33-35 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE E. BURLESON, SURVEY NO. 18, ABSTRACT 63, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGT
C1	780.00'	13°17'10"	S26°08'02"W	180.47'	180.87'
C2	20.00'	90°00'00"	S64°29'27"W	28.28'	31.42'
C3	350.00'	1°28'54"	N71°15'00"W	9.05'	9.05'



SCALE: 1"= 60'

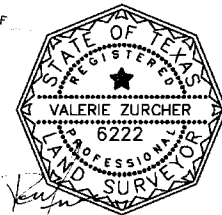
[illegible]

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH-CENTRAL ZONE.
3. ADJOINERS ARE FOR INFORMATIONAL USE ONLY.

LEGEND:

P.R. PLAT RECORDS OF HAYS
COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF
HAYS COUNTY, TEXAS
P.U.E. PUBLIC UTILITY EASEMENT
P.O.B. POINT OF BEGINNING
FOUND IRON ROD WITH YELLOW
CAP MARKED "PAPE-DAWSON"



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 9, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPB FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028901

Date: Sep 14, 2023, 11:04am User ID: VZurcher
File: H:\Survey\CIVIL\50848-27\Exhibits\EX50848-00_Vilos.dwg

SHEET 1 OF 1

SEPTEMBER 14, 2023

JOB No.: 50848-27

Exhibit "A" – Page 2

KISSING TREE
SECOND DECLARATION OF ANNEXATION AND FOURTH AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

Page 7 of 16



FIELD NOTES
FOR

A 1.126 ACRE TRACT OF LAND BEING OUT OF LOT 24, BLOCK A, PASO ROBLES PHASE 1, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 19, PAGES 33-35 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE E. BURLERSON, SURVEY NO. 18, ABSTRACT 63, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS. SAID 1.126 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH-CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

BEGINNING at a ½" iron rod with cap marked "Pape Dawson" found in the north right-of-way line of Kissing Oak Lane, a variable width private street of the amending plat of Lots 21, 22 and 27 Paso Robles, Phase 1, Establishing Lots 21A, 22A and 27A, a subdivision according to the plat recorded in Document No. 16024261 of said Official Public Records, said point being the southeast corner of Lot 25A, Block A of amending plat of Lot 25, Block A, Paso Robles, Phase 1, Establishing Lot 25A, a subdivision according to the plat recorded in Document No. 18007710 of said Official Public Records, same being the southwest corner of said Lot 24, for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE N 07°04'18" E, departing the north right-of-way line of said Kissing Oak Lane, with the east boundary line of said Lot 25A, same being the west boundary line of said Lot 24, a distance of **109.87 feet** to a ½" iron rod with cap marked "Pape Dawson" found on the southeast corner of Lot 18, Block A, of said Paso Robles, Phase 1, same being a northeast corner of said Lot 25A, for an angle point hereof;

THENCE N 33°58'19" E, departing the east boundary line of said Lot 25A, with the east boundary line of said Lot 18, in part with the east boundary line of Lot 19, Block A, of said Paso Robles, Phase 1, same being the west boundary line of said Lot 24, a distance of **269.95 feet** to a calculated point for the northwest corner hereof,

THENCE S 59°03'35" E, departing the east boundary line of said Lot 19, over and across the interior of said Lot 24, a distance of **115.15 feet** to a calculated point of tangent curvature in the northwest right-of-way line of Dancing Oak Lane, a 60 foot private street, of said amending plat of Lots 21, 22 and 27 Paso Robles, Phase 1, same being the east boundary line of said Lot 24 for the northeast corner hereof;

THENCE with the northwest right-of-way line of said Dancing Oak Lane and the northeast right-of-way line of said Kissing Oak Lane, same being the east and south boundary lines of said Lot 24, the following five (5) courses and distances:

- 1.) along the arc of a curve to the left, having a **radius of 780.00 feet**, a **central angle of 13°17'10"**, a **chord bearing and distance of S 26°08'02" W, 180.47 feet**, for an **arc length of 180.87 feet** to a ½" iron rod with cap marked "Pape Dawson" found for a point of tangency hereof,
- 2.) **S 19°29'27" W**, a distance of **146.44 feet** to a ½" iron rod with cap marked "Pape Dawson" found for a point of tangent curvature,

Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: **512-454-8711** address: **10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759** website: **PAPE-DAWSON.COM**
Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028801

Exhibit "A" – Page 3

KISSING TREE

SECOND DECLARATION OF ANNEXATION AND FOURTH AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

1.126 Acres
 Job No. 50848-27
 Page 2 of 2

- 3.) along the arc of a curve to the right, having a radius of **20.00 feet**, a central angle of **90°00'00"**, a chord bearing and distance of **S 64°29'27" W, 28.28 feet**, for an arc length of **31.42 feet** to a ½" iron rod with cap marked "Pape Dawson" found for a point of tangency hereof,
- 4.) **N 70°30'33" W**, a distance of **106.80 feet** to a ½" iron rod with cap marked "Pape Dawson" found for a point of curvature of a curve to the left, and
- 5.) along the arc of said curve to the left, having a radius of **350.00 feet**, a central angle of **01°28'54"**, a chord bearing and distance of **N 71°15'00" W, 9.05 feet**, for an arc length of **9.05 feet** to the **POINT OF BEGINNING** and containing 1.126 acres of land in Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-27.

PREPARED BY: Pape-Dawson Engineers.

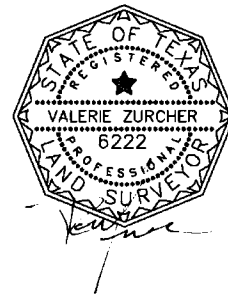
DATE: September 13, 2023

JOB No.: 50848-27

DOC.ID.: H:\Survey\CIVIL\50848-27\Easements\Word\FN50848-27_1.126Ac_S_Plat.docx

TBPE Firm Registration #470

TBPLS Firm Registration #100288-01



Transportation | Water Resources | Land Development | Surveying | Environmental

telephone: **512-454-8711** address: **10801 NORTH MOPAC EXPRESSWAY, BUILDING 3 - SUITE 200 AUSTIN, TX 78759** website: **PAPE-DAWSON.COM**

Austin | San Antonio | Houston | Fort Worth | Dallas | New Braunfels Texas Engineering Firm #470 Texas Surveying Firm #10028801

Exhibit "A" – Page 4

KISSING TREE

SECOND DECLARATION OF ANNEXATION AND FOURTH AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
 AND DECLARATION OF CONDOMINIUM REGIME FOR
 KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

EXHIBIT "B"

**SUPPLEMENTAL CONDOMINIUM PLAT AND PLANS
KISSING TREE VILLAS CONDOMINIUMS**

The plat and plans attached hereto supplement the plat and plans for the Declaration, as amended.

The plat and plans, attached hereto as "Attachment -1," contains the information required by the Texas Uniform Condominium Act.

Printed Name: Valerie Zurcher, R.P.L.S.
RPLS or License No. 6222

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

"ATTACHMENT-1"

KISSING TREE VILLAS CONDOMINIUMS PHASE 1

PLATS AND PLANS CERTIFICATION OF SURVEYOR

THE ATTACHED PLAT AND PLANS, ATTACHED HERETO AS
"ATTACHMENT-1" CONTAIN THE INFORMATION REQUIRED BY SECTION
82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

This 14th day of SEPTEMBER 2023 A.D.



Valerie Zurcher, R.P.L.S.
Registered Professional Land Surveyor No. 6222
10801 N MoPac Expy. Bldg. 3, Suite 200
Austin, Texas 78759
(512) 454-8711



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10028801

SEPTEMBER 13, 2023

JOB No.:

SHEET 1 OF 4

50848-27

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CONDOMINIUM PLAT OF:

A 1.126 ACRE TRACT OF LAND BEING OUT OF LOT 24, BLOCK A, PASO ROBLES PHASE 1, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 19, PAGES 33–35 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE E. BURLESON, SURVEY NO. 18, ABSTRACT 63, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS.

GENERAL NOTES:

- 1.) ALL IMPROVEMENTS AND LAND REFLECTED ON THE PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS (G.C.E.), SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR "L.C.E." OR UNITS; (i) IN THE DEVELOPMENT AREA DECLARATION AND DECLARATION OF CONDOMINIUM REGIME FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED] (THE "DECLARATION") OR (ii) ON THE PLATS AND PLANS OF THE REGIME.
- 2.) OWNERSHIP AND USE OF CONDOMINIUM UNITS IS SUBJECT TO THE RIGHTS AND RESTRICTIONS CONTAINED IN THE DECLARATION.
- 3.) IN ACCORDANCE WITH SECTION 82.003(12), SECTION 82.003(22), AND SECTION 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, THE REAL PROPERTY SHOWN HEREIN AND LEGALLY DESCRIBED AS LOT 24, BLOCK A, OF PASO ROBLES PHASE 1, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 19, PAGES 33–35 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, (AND THE UNITS, DWELLINGS, AND COMMON ELEMENTS LOCATED THEREON), AND THE REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT "A-1" OF THE DECLARATION AS THE FUTURE DEVELOPMENT AREA SUBJECT TO DEVELOPMENT RIGHTS, IS SUBJECT TO ALL SPECIAL RIGHTS OF THE DECLARANT AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION AND APPENDIX "A" OF THE DECLARATION AND ARE HEREBY DESIGNATED AS "DEVELOPMENT RIGHTS RESERVED" AND "SUBJECT TO DEVELOPMENT RIGHTS".
- 4.) VERTICAL DIMENSIONS AND HORIZONTAL DIMENSIONS ARE AS DEFINED IN THE DECLARATION.
- 5.) THIS PLAT IS BASED ON PROPOSED CONSTRUCTION DRAWINGS; THEREFORE, ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED, DO NOT YET EXIST, AND NEED NOT BE BUILT.
- 6.) THE LAND REFLECTED ON THIS PLAT IS SUBJECT TO THOSE EASEMENTS AND ENCUMBRANCES (i) SHOWN ON THIS PLAT; AND (ii) AS DESCRIBED IN EXHIBIT "C" TO THE DECLARATION.



AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.464.6711
TBPE FIRM REGISTRATION #470 | TBPLB FIRM REGISTRATION #10026801

SHEET 2 OF 4

SEPTEMBER 13, 2023

JOB No.: 50848–27

Date: Sep 15, 2023, 9:55am User ID: DRodriguez
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FIELD NOTES
FOR

A 1.126 ACRE TRACT OF LAND BEING OUT OF LOT 24, BLOCK A, PASO ROBLES PHASE 1, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN VOLUME 19, PAGES 33-35 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, SITUATED IN THE E. BURLESON, SURVEY NO. 18, ABSTRACT 63, AND THE JOHN WILLIAMS SURVEY NO. 1 ABSTRACT NO. 471, IN THE CITY OF SAN MARCOS, HAYS, COUNTY, TEXAS. SAID 1.126 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH-CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00:

BEGINNING at a ½" iron rod with cap marked "Pape Dawson" found in the north right-of-way line of Kissing Oak Lane, a variable width private street of the amending plat of Lots 21, 22 and 27 Paso Robles, Phase 1, Establishing Lots 21A, 22A and 27A, a subdivision according to the plat recorded in Document No. 18024261 of said Official Public Records, said point being the southeast corner of Lot 25A, Block A of amending plat of Lot 25, Block A, Paso Robles, Phase 1, Establishing Lot 25A, a subdivision according to the plat recorded in Document No. 18007710 of said Official Public Records, same being the southwest corner of said Lot 24, for the southwest corner and POINT OF BEGINNING hereof;

THENCE N 07°04'18" E, departing the north right-of-way line of said Kissing Oak Lane, with the east boundary line of said Lot 25A, same being the west boundary line of said Lot 24, a distance of 109.87 feet to a ½" iron rod with cap marked "Pape Dawson" found on the southeast corner of Lot 18, Block A, of said Paso Robles, Phase 1, same being a northeast corner of said Lot 25A, for an angle point hereof;

THENCE N 33°58'19" E, departing the east boundary line of said Lot 25A, with the east boundary line of said Lot 18, in part with the east boundary line of Lot 19, Block A, of said Paso Robles, Phase 1, same being the west boundary line of said Lot 24, a distance of 269.95 feet to a calculated point for the northwest corner hereof;

THENCE S 59°03'35" E, departing the east boundary line of said Lot 19, over and across the interior of said Lot 24, a distance of 115.15 feet to a calculated point of tangent curvature in the northwest right-of-way line of Dancing Oak Lane, a 60 foot private street, of said amending plat of Lots 21, 22 and 27 Paso Robles, Phase 1, same being the east boundary line of said Lot 24 for the northeast corner hereof;

THENCE with the northwest right-of-way line of said Dancing Oak Lane and the northeast right-of-way line of said Kissing Oak Lane, same being the east and south boundary lines of said Lot 24, the following five (5) courses and distances:

- 1.) along the arc of a curve to the left, having a radius of 780.00 feet, a central angle of 13°17'10", a chord bearing and distance of S 26°08'02" W, 180.47 feet, for an arc length of 180.87 feet to a ½" iron rod with cap marked "Pape Dawson" found for a point of tangency hereof,
- 2.) S 19°29'27" W, a distance of 146.44 feet to a ½" iron rod with cap marked "Pape Dawson" found for a point of tangent curvature,

3.) along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 64°29'27" W, 28.28 feet, for an arc length of 31.42 feet to a ½" iron rod with cap marked "Pape Dawson" found for a point of tangency hereof,

4.) N 70°30'33" W, a distance of 106.80 feet to a ½" iron rod with cap marked "Pape Dawson" found for a point of curvature of a curve to the left, and

5.) along the arc of said curve to the left, having a radius of 350.00 feet, a central angle of 01°28'54", a chord bearing and distance of N 71°15'00" W, 9.05 feet, for an arc length of 9.05 feet to the POINT OF BEGINNING and containing 1.126 acres of land in Hays County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc. under Job No. 50848-27.

LINE TABLE

LINE #	BEARING	LENGTH
L1	N70°30'33"W	6.00'
L2	S82°55'42"E	56.00'
L3	N82°55'42"W	44.77'
L4	N82°58'03"W	56.00'
L5	S82°55'42"E	56.00'
L6	S82°55'42"E	56.00'
L7	S33°58'19"W	18.68'
L8	N83°01'21"W	47.52'
L9	N83°02'23"W	56.00'
L10	S82°55'42"E	56.00'
L11	S46°53'35"W	15.62'
L12	S01°48'11"E	32.42'
L13	N56°01'41"W	10.00'
L14	N56°01'41"W	16.68'



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10801 N. MOHAWK EXPY., BLDG 3, STE 200 | AUSTIN, TX 78758 | 512.454.6711
TSPRE FIRM REGISTRATION #470 | TSPLE FIRM REGISTRATION #10028601

Date: Sep 14, 2023, 10:31am User ID: VZurhar
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SHEET 3 OF 4

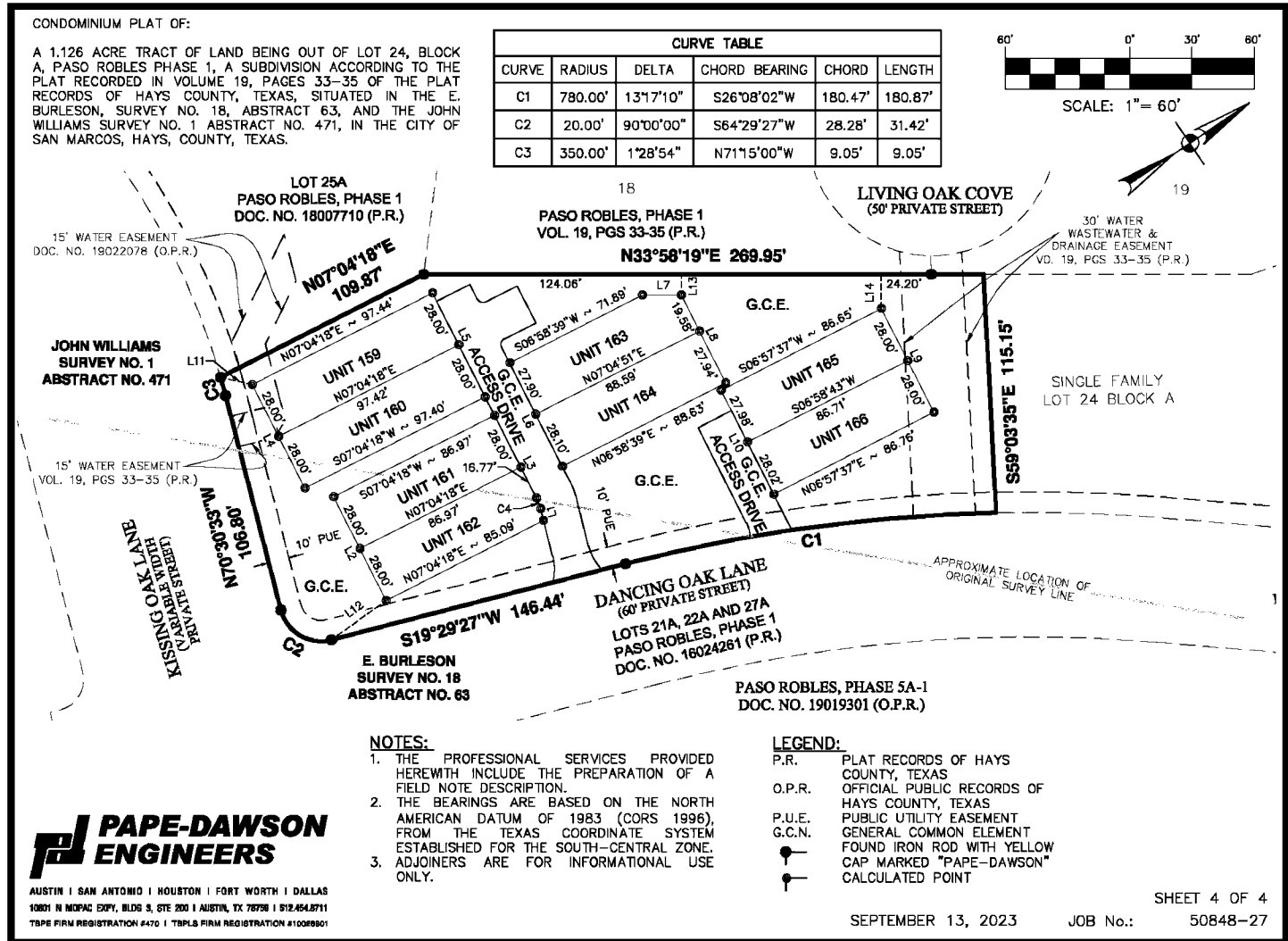
SEPTEMBER 13, 2023

JOB No.: 50848-27

Exhibit "B" - Page 4

SECOND DECLARATION OF ANNEXATION AND FOURTH AMENDMENT TO THE DEVELOPMENT AREA DECLARATION
AND DECLARATION OF CONDOMINIUM REGIME FOR
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

Exhibit "B" - Page 5



Date: Sep 14, 2023, 10:31am User: D: VZurher
File: H:\Survey\DWL\50848-27\Plot\CondoPlat\50848-00_Condo_Villas.dwg

EXHIBIT "E"

COMMON INTEREST ALLOCATION AND VOTES

The Common Interest Allocation and Common Expense Liability for each Unit is 1/166. Each Unit is allocated one (1) vote in the Association.

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

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23034722 DECLARATION
09/20/2023 11:31:36 AM Total Fees: \$82.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE®

SAN MARCOS ★ TEXAS

CONDOMINIUM DESIGN GUIDELINES FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

Villas Condo Declarant: CARMA PASO ROBLES LLC, a Texas limited liability company

These Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted] are adopted by Villas Condo Declarant in accordance with *Section 13.05(b)* of the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, in the Official Public Records of Hays County, Texas, as may be amended from time to time (the “**Declaration**”).

NOTE: THE PROPERTY SUBJECT HERETO IS ALSO SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN KISSING TREE MASTER RESIDENTIAL LANDSCAPE AND MODIFICATION GUIDELINES, RECORDED AS DOCUMENT NO. 17019597 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AS AMENDED. THE KISSING TREE REVIEWER UNDER THE MASTER DOCUMENTS EXECUTES THESE CONDOMINIUM DESIGN GUIDELINES FOR THE PURPOSE OF ACKNOWLEDGING ITS CONSENT TO THE CONDOMINIUM DESIGN GUIDELINES FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED].

KISSING TREE®

SAN MARCOS ★ TEXAS

CONDOMINIUM DESIGN GUIDELINES FOR KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

ARTICLE 1 INTRODUCTION

Any notice or information required to be submitted to the Villas Condo Reviewer under these Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted] hereunder will be submitted to the Villas Condo Reviewer, 11501 Alterra Parkway, Suite 100, Austin, Texas 78758, Phone: (512) 391-1330, Fax: (512) 391-1333.

A. Background

Kissing Tree is a master planned community located in Hays County, Texas, which is or shall be made subject to the terms and provisions of Kissing Tree Master Covenant, recorded as Document No. 16036339, in the Official Public Records of Hays County, Texas (the “**Master Covenant**”), and certain Development Area Declarations for Kissing Tree, recorded in the Official Public Records of Hays County, Texas (a “**Development Area Declaration**”), pursuant to the Recording of one or more Notices of Annexation in accordance with *Section 11.05* of the Master Covenant. The Master Covenant and each Development Area Declaration includes provisions governing the construction of Improvements and standards or maintenance, use and conduct for the preservation of Kissing Tree.

Kissing Tree Villas Condominiums is a residential condominium regime within the Kissing Tree community in Hays County, Texas, according to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, in the Official Public Records of Hays County, Texas (the “**Declaration**”).

B. Villas Condo Reviewer and Review Authority

The **Villas Condo Reviewer** consists of one or more individuals who have been appointed by **CARMA PASO ROBLES LLC**, a Texas limited liability company (the “**Villas Condo Declarant**”). As provided in *Article 13* of the Declaration, the Villas Condo Declarant has a substantial interest in ensuring that Improvements within Kissing Tree Villas Condominiums development maintain and enhance the Villas Condo Declarant’s reputation as a community developer and do not impair the Villas Condo Declarant’s ability to market and sell all or any portion of the community, and as a consequence thereof, the Villas Condo Reviewer acts solely in the Villas Condo Declarant’s interest and shall owe no duty to any other Owner or Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation (the “**Association**”).

Article 13 of the Declaration includes procedures and criteria for the construction and modification of Improvements within Kissing Tree. *Section 7.04(b)* of the Master Covenant and *Section 13.01* of the Declaration provide that no Improvements may be constructed within Kissing Tree without the prior written approval of the Kissing Tree Reviewer. Further, *Section 13.02(a)* of the Declaration provides that no

Improvements may be constructed within Kissing Tree Villas Condominiums without the prior written approval of the Villas Condo Reviewer.

C. Applicability

Section 13.05(b) of the Declaration provides that the Villas Condo Reviewer may adopt Condominium Design Guidelines to govern the standards for design, construction, and modification of Improvements, landscaping, and the placement of exterior items within Kissing Tree Villas Condominiums, which may apply to all or specific portions of Kissing Tree Villas Condominiums.

Carma Paso Robles LLC, a Texas limited liability company, as the Kissing Tree Reviewer, has adopted that certain Kissing Tree Master Residential Landscape and Modification Guidelines, recorded as Document No. 17019597, in the Official Public Records of Hays County, Texas (the “**Development Modification Guidelines**”). In the event of a conflict between the terms and provisions of these Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted] and the Development Modification Guidelines, the terms and provisions of these Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted] will control.

The Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted] apply to all Units in Kissing Tree Villas Condominiums, a residential condominium regime in Hays County, Texas, according to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, in the Official Public Records of Hays County, Texas.

ARTICLE 2

KISSING TREE VILLAS CONDOMINIUMS

ARCHITECTURAL AND AESTHETIC STANDARDS

The requirements set forth below are intended to provide general direction and guidance to the applicant. Please be advised that all Improvements must be approved in advance and in writing by the Villas Condo Reviewer. The Villas Condo Reviewer will determine whether the applicant has complied with the requirements set forth below.

2.01. Plan Repetition. The Villas Condo Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Unit if a substantially similar plan or elevation exists on a Unit in close proximity to the Unit on which the plan or elevation is proposed. The Villas Condo Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other.

2.02. Guidelines. These guidelines pertain to the front elevations of the Units. Units located down alley ways do not count against one another for evaluation of plan repetition. Guidelines for plan repetition include:

(a) Units of the same elevation, floor plan, and color scheme must have a minimum of three (3) Units of separation from one another.

(b) Units of the same elevation and floor plan, but not the same color scheme, must have a minimum of two (2) Units of separation from one another.

(c) Units of the same elevation and color scheme, but not the same floor plan, must have a minimum of three (3) Units of separation from one another and must not be located directly across a Paseo or Street from one another.

(d) A maximum of three (3) Units in a row may have the same elevation, if they have different floor plans and different color schemes.

For Example:

If a Unit has the same:

Elevation, Color, Floor Plan: A, B, C, D, A

Elevation and Floor Plan: A, B, C, A

Elevation and Color: A, B, C, D, A

Elevation: A, B, B, B, A

No Unit can have the same elevation, color or floor plan as a Unit located directly across a Street or a Paseo.

2.03. Priority Selection. Priority selection may be given to Owners at the time of purchase of a Unit.

2.04. Amendments to Guidelines. In accordance with *Section 13.05(b)* of the Declaration, amendments, modifications, or supplements to these Condominium Design Guidelines must be approved by the Villas Condo Reviewer.

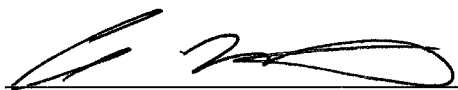
[SIGNATURE PAGE TO CONDOMINIUM DESIGN GUIDELINES
FOR KISSING TREE VILLAS CONDOMINIUMS]

EXECUTED to be effective as of the date this instrument is Recorded.

ADOPTED BY:

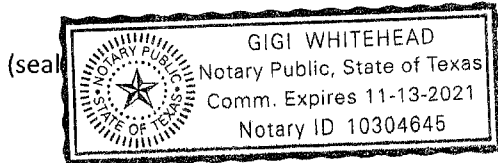
VILLAS CONDO DECLARANT
AS VILLAS CONDO REVIEWER:

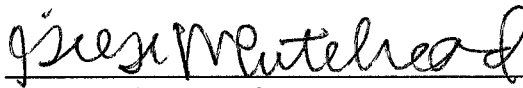
CARMA PASO ROBLES LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of January 2020, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.



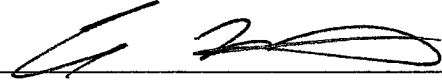

Notary Public, State of Texas

CONSENT TO CONDOMINIUM DESIGN GUIDELINES
BY THE KISSING TREE REVIEWER

The undersigned, as the Kissing Tree Reviewer under the KISSING TREE MASTER RESIDENTIAL LANDSCAPE AND MODIFICATION GUIDELINES, executes these Condominium Design Guidelines for the limited purpose of consenting to the Condominium Design Guidelines.

KISSING TREE REVIEWER:

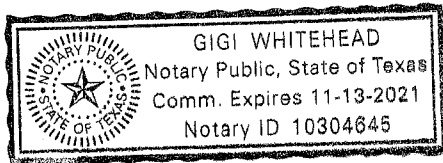
CARMA PASO ROBLES LLC,
a Texas limited liability company

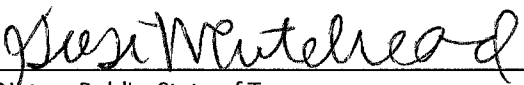
By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of January 2020, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)




Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20009895 RESTRICTIONS
03/16/2020 09:44:56 AM Total Fees: \$46.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE®

SAN MARCOS ★ TEXAS

ADOPTION OF RESERVE FUND CONTRIBUTION **KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]**

A Master Planned Community in Hays County, Texas

Villas Condo Declarant: Carma Paso Robles, LLC, a Texas limited liability company

Cross reference to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time.

KISSING TREE®
SAN MARCOS ★ TEXAS

ADOPTION OF RESERVE FUND CONTRIBUTION
KISSING TREE VILLAS CONDOMINIUMS [AGE-RESTRICTED]

The following Adoption of Reserve Fund Contribution is made pursuant to *Section 8.12* of that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700, Official Public Records of Hays County, Texas (the “**Declaration**”) by **CARMA PASO ROBLES LLC**, a Texas limited liability company (“**Villas Condo Declarant**”) and is as follows:

1. Reserve Fund Contribution – Units. In accordance with *Section 8.12* of the Declaration, the Villas Condo Declarant hereby adopts a Reserve Fund Contribution for each Unit in the amount of three (3) months of Regular Assessments for the current fiscal year then attributable to such Unit, unless otherwise exempt pursuant to *Section 8.09* of the Declaration.

2. Subject to Change. The amounts of the Reserve Fund Contribution designated to Units hereunder are subject to change from time to time by the Villas Condo Declarant during the Development Period and by the Board thereafter.

3. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

[SIGNATURE PAGE TO ADOPTION OF RESERVE FUND CONTRIBUTION
FOR KISSING TREE VILLAS CONDOMINIUMS]

EXECUTED to be effective as of the date this instrument is Recorded.

VILLAS CONDO DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

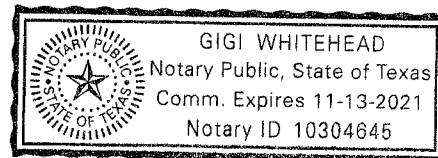
By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this 20 day of January, 2020, by Chad Matheson, Chief Financial Officer, of Carma Paso Robles, LLC, a Texas limited liability company, on behalf of said company.

(seal)


Notary Public, State of Texas



**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20009941 RESTRICTIONS
03/16/2020 11:29:35 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





Office of the Secretary of State

CERTIFICATE OF FILING OF

The Strand Residential Condominiums Association, Inc.
File Number: 803401118

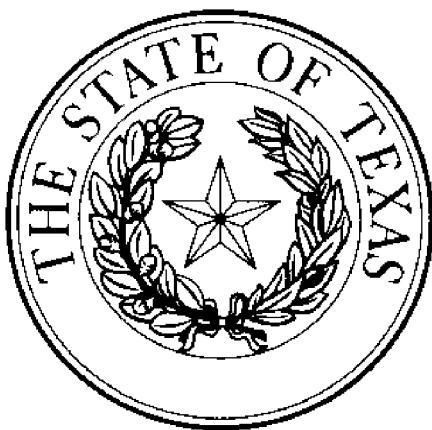
The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy 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: 08/21/2019

Effective: 08/21/2019



A handwritten signature of Jose A. Esparza, consisting of stylized initials and a long horizontal stroke.

Jose A. Esparza
Deputy Secretary of State

**CERTIFICATE OF FORMATION
OF
THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is The Strand Residential Condominiums Association, Inc., a Texas nonprofit corporation (hereinafter called the “**Association**”).

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association’s purpose is for the transaction of any and all lawful business. The Association is further organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation; that certain “Development Area Declaration and Declaration of Condominium Regime for The Strand Residential Condominiums”, which is recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time (the “**Declaration**”); the Bylaws, or Texas law, may be exercised by the Board of Directors:

(a) all rights and powers conferred upon nonprofit corporations by Texas law in effect from time to time;

(b) all rights and powers conferred upon condominium associations by Texas law, including 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; and

(c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote by the holders of one-hundred percent (100%) of the total number of votes of the Association and The Strand Condo Declarant during the Development Period, as determined and defined under the Declaration.

Terms used but not defined in this Certificate of Formation shall have the meaning subscribed to such terms in the Kissing Tree Master Covenant recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas, as the same may be amended from time to time.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 201 Kissing Tree Lane, Building 2, San Marcos, Texas 78666. The name of its initial registered agent at such address is Skyler Jewell.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Leslie Keyser

ADDRESS

901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the

Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Scott Turner	11501 Alterra Pkwy #100 Austin, Texas 78758
Shawn Jeffcoat	11501 Alterra Pkwy #100 Austin, Texas 78758
Ryan Logue	11501 Alterra Pkwy #100 Austin, Texas 78758

Each of the foregoing persons has consented to serve as a director. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its sole discretion, may determine, as set forth in the Declaration.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this *Article X* shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer or committee member or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association and Declaration.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially

similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this *Article XIII*. Consents obtained pursuant to this *Article XIII* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV AMENDMENT

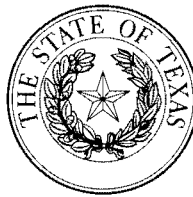
Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 20th day of August, 2019.



Leslie Keyser, Incorporator



Office of the Secretary of State

CERTIFICATE OF FILING OF

Kissing Tree Villas Condominiums Association, Inc.
803401118

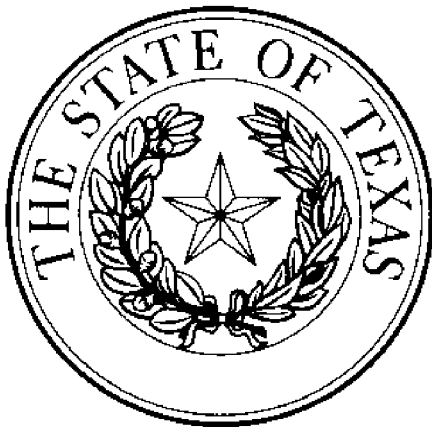
[formerly: The Strand Residential Condominiums Association, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity 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.

Dated: 12/12/2019

Effective: 12/12/2019



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

The Strand Residential Condominiums Association, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation	☐ Professional Corporation
☒ Nonprofit Corporation	☐ Professional Limited Liability Company
☐ Cooperative Association	☐ Professional Association
☐ Limited Liability Company	☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 803401118

The date of formation of the entity is: August 21, 2019

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Kissing Tree Villas Condominiums Association, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.,
a Texas nonprofit corporation, formerly known as The Strand
Residential Condominiums Association, Inc.

Date: 12/10/2019

By:

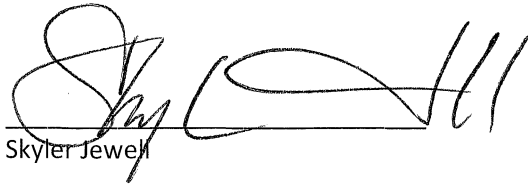


Scott Turner, President

**ACCEPTANCE OF APPOINTMENT
AND
CONSENT TO SERVE AS REGISTERED AGENT
OF
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.**

I acknowledge, accept and consent to my designation and appointment as registered agent in the State of Texas for Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, formerly known as The Strand Residential Condominiums Association, Inc. (the "**Represented Entity**").

I am a resident of the State of Texas and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the Represented Entity; to forward such to the Represented Entity; and to immediately notify the Represented Entity and submit a statement of resignation to the Secretary of State if I resign.



Skyler Jewel

Effective Date: August 21, 2019

**KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.
CONSENT OF DIRECTORS IN LIEU OF ORGANIZATIONAL MEETING**

The undersigned, being all of the members of the Board of Directors of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation (hereinafter referred to as the “**Association**”), do hereby consent, pursuant to Section 22.220(a) of the Texas Business Organizations Code, to the adoption of the following resolutions:

1. DIRECTORS

RESOLVED, that each of the undersigned, being all of the directors of the Association, as named in its Certificate of Formation filed with the Secretary of State of the State of Texas, does hereby accept appointment to such office and does hereby agree to serve as a director of the Association.

2. POLICY MANUAL

RESOLVED, that the form of policy manual attached hereto as Exhibit “A”, which includes the Bylaws of the Association, is approved and adopted by the Board as the Policy Manual of the Association, and the Secretary of the Association is instructed to insert the original thereof in the corporate records of the Association.

3. OFFICERS

RESOLVED, that each of the following-named persons be and they hereby are elected as officers of the Association for the office or offices set forth below opposite his or her name, and to hold any such office to which elected until the first annual meeting of the Board of Directors of the Association and until his or her successor should be chosen and qualified in his or her stead, or until his or her earlier death, resignation, retirement, disqualification or removal from office:

Scott Turner	-	President
Shawn Jeffcoat	-	Vice President
Ryan Logue	-	Secretary/Treasurer

4. REGISTERED OFFICE; REGISTERED AGENT

RESOLVED, that the registered office of the Association be established and maintained at 201 Kissing Tree Lane, Building 2, San Marcos, Texas 78666, and that Skyler Jewell, is hereby appointed as registered agent of the corporation in said office.

5. BOOKS AND RECORDS

RESOLVED, that the Secretary of the Association be and hereby is authorized and directed to procure all necessary books and records of the Association.

6. ORGANIZATIONAL EXPENSES

RESOLVED, that the President of the Association or other officer be and hereby is authorized and directed to pay all fees, expenses and costs incident to or necessary for the incorporation and organization of the Association and to reimburse any person who may have paid any of such fees, expenses and costs.

7. CORPORATE SEAL

RESOLVED, that a corporate seal is not adopted at this time and that no impression of a corporate seal is required on any Association document.

8. DEPOSITORY RESOLUTIONS

RESOLVED, that an account shall be established in the name of the Association with a financial institution to be determined by the Board (the “**Bank**”), under the rules and regulations as prescribed by said Bank wherein may be deposited any of the funds of this Association, whether represented by cash, checks, notes or other evidences of debt, and from which deposit withdrawals are hereby authorized in the name of the Association by any one of the following persons:

Scott Turner
Shawn Jeffcoat
Ryan Logue

BE IT FURTHER RESOLVED, that the Bank is hereby authorized to honor any and all withdrawal items against the Association’s funds, although payable to the officer or agent signing or countersigning the same and whether presented for encashment or for credit to the personal account of such officer or agent or any other person, and said Bank need make no inquiry concerning such items and/or the disposition of the money, items, or credit given therefor.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ORGANIZATIONAL CONSENT]

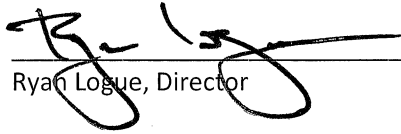
IN WITNESS WHEREOF, the undersigned have executed this instrument to be effective the 21st day of August, 2019.



Scott Turner, Director



Shawn Jeffcoat, Director



Ryan Logue, Director

EXHIBIT "A"

POLICY MANUAL

EXHIBIT A

KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.
ORGANIZATIONAL CONSENT

AFTER RECORDING RETURN TO:

McLean & Howard, LLP
Attention: William P. McLean
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE[®]
SAN MARCOS ★ TEXAS

KISSING TREE VILLAS CONDOMINIUMS
[AGE-RESTRICTED]
POLICY MANUAL

Consisting of:

Certificate of Formation and Certificate of Amendment

Bylaws

Initial Rules and Regulations

Assessment Collection Policy

Fine and Enforcement Policy

Security Policy

Housing for Older Persons Act Policy

Oak Wilt Policy

Mold Policy

Statutory Notice of Posting and Recordation of Association Governing Documents

Certification and Acknowledgment

KISSING TREE VILLAS CONDOMINIUMS POLICY MANUAL

TABLE OF CONTENTS

1.	CERTIFICATE OF FORMATION AND CERTIFICATE OF AMENDMENT	ATTACHMENT 1
2.	BYLAWS	ATTACHMENT 2
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ATTACHMENT 1

**CERTIFICATE OF FORMATION AND CERTIFICATE OF AMENDMENT
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.**

[Attachment 1 follows.]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

The Strand Residential Condominiums Association, Inc.
File Number: 803401118

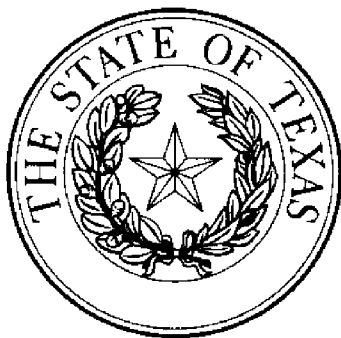
The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy 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: 08/21/2019

Effective: 08/21/2019



A handwritten signature of Jose A. Esparza, consisting of stylized initials and a surname.

Jose A. Esparza
Deputy Secretary of State

Phone: (512) 463-5555
Prepared by: Melissa Kerr

Come visit us on the internet at <https://www.sos.texas.gov/>
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Dial: 7-1-1 for Relay Services
Document: 908556760002

**CERTIFICATE OF FORMATION
OF
THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is The Strand Residential Condominiums Association, Inc., a Texas nonprofit corporation (hereinafter called the “**Association**”).

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association’s purpose is for the transaction of any and all lawful business. The Association is further organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation; that certain “Development Area Declaration and Declaration of Condominium Regime for The Strand Residential Condominiums”, which is recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time (the “**Declaration**”); the Bylaws, or Texas law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Texas law in effect from time to time;
- (b) all rights and powers conferred upon condominium associations by Texas law, including 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; and
- (c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote by the holders of one-hundred percent (100%) of the total number of votes of the Association and The Strand Condo Declarant during the Development Period, as determined and defined under the Declaration.

Terms used but not defined in this Certificate of Formation shall have the meaning subscribed to such terms in the Kissing Tree Master Covenant recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas, as the same may be amended from time to time.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 201 Kissing Tree Lane, Building 2, San Marcos, Texas 78666. The name of its initial registered agent at such address is Skyler Jewell.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Leslie Keyser

ADDRESS

901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the

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THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.
CERTIFICATE OF FORMATION

Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Scott Turner	11501 Alterra Pkwy #100 Austin, Texas 78758
Shawn Jeffcoat	11501 Alterra Pkwy #100 Austin, Texas 78758
Ryan Logue	11501 Alterra Pkwy #100 Austin, Texas 78758

Each of the foregoing persons has consented to serve as a director. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its sole discretion, may determine, as set forth in the Declaration.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this *Article X* shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer or committee member or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association and Declaration.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially

similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

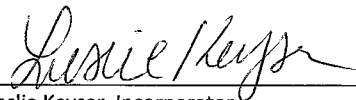
Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this *Article XIII*. Consents obtained pursuant to this *Article XIII* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV AMENDMENT

Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 20th day of August, 2019.



Leslie Keyser, Incorporator

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THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.
CERTIFICATE OF FORMATION

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughes
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Kissing Tree Villas Condominiums Association, Inc.
803401118

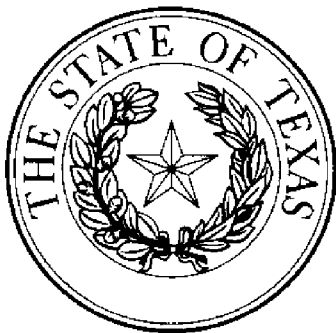
[formerly: The Strand Residential Condominiums Association, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity 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.

Dated: 12/12/2019

Effective: 12/12/2019



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Phone: (512) 463-5555
Prepared by: Rebecca Harthcock

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Fax: (512) 463-5709
TID: 10303

Dial: 7-1-1 for Relay Services
Document: 931927190002

Form 424**(Revised 05/11)**

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709

Filing Fee: See instructions

This space reserved for office use.

Certificate of Amendment**Entity Information**

The name of the filing entity is:

The Strand Residential Condominiums Association, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation	☐ Professional Corporation
☒ Nonprofit Corporation	☐ Professional Limited Liability Company
☐ Cooperative Association	☐ Professional Association
☐ Limited Liability Company	☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 803401118The date of formation of the entity is: August 21, 2019**Amendments****1. Amended Name**

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Kissing Tree Villas Condominiums Association, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

*First Name**M.I.**Last Name**Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

*Street Address (No P.O. Box)**City*

TX

*State Zip Code***3. Other Added, Altered, or Deleted Provisions**

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.,
a Texas nonprofit corporation, formerly known as The Strand
Residential Condominiums Association, Inc.

Date: 12/10/2019

By: _____

Scott Turner, President

ATTACHMENT 2

KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC. BYLAWS

(A Texas condominium association)

ARTICLE 1 INTRODUCTION

1.1. **Property.** These Bylaws of Kissing Tree Villas Condominiums Association, Inc., provide for the governance of the condominium regime known as Kissing Tree Villas Condominiums, established on certain real property in Hays County, Texas (the “**Property**”), as more particularly described in that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums, recorded or to be recorded in the Official Public Records of Hays County, Texas (the “**Declaration**”).

1.2. **Parties to Bylaws.** All present or future Owners of Units and all other 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 and phrases defined in the Declaration have the same meanings when used in these Bylaws. *Article 1* of the Declaration is incorporated herein by reference.

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

1.5. **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 Property 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.

1.6. **Villas Condo Declarant Control.** Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Villas Condo Declarant’s reservations in Appendix “A” of 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.

ARTICLE 2 BOARD OF DIRECTORS

During the Declarant Control Period, Appendix “A” of the Declaration governs the number, qualification, and appointment of directors. During the Declarant Control Period, directors appointed by the Villas Condo Declarant need not be Owners. Directors appointed by the Villas Condo Declarant may not be removed by the Owners and need not comply with the qualifications set forth in *Section 2.2* below. Directors appointed by the Villas Condo Declarant may be removed by the Villas Condo Declarant only and are not subject to removal pursuant to *Section 2.5* below. During the Declarant

Control Period, the Villas Condo Declarant has the right to fill vacancies in any directorship vacated by a Villas Condo Declarant appointee.

2.1. **Number and Term of Office.** The Board will consist of three (3) persons. One director will be elected for a three (3) year term, one director will be elected for a two (2) year term, and one director will be elected for a one (1) year term. A director takes office upon the adjournment of the meeting or balloting at which he or she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but may not be less than three (3).

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

2.2.1. **Owners.** 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 or fine against the person or his or her 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.** 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 (2/3) 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. Development Period. The provisions of this *Section 2.6* do not apply to Board meetings during the Development Period (as defined in the Declaration) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 2.6.11*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Villas Condo Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

2.6.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

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

2.6.4. 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 three (3) days prior to the date of the meeting.

2.6.5. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he or she is absent or refuses to act, by the secretary, or by any two (2) directors. At least three (3) 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.

2.6.6. Emergency Meetings. In case of an emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.7. 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.

2.6.8. Quorum. At meetings of the Board, a Majority of directors constitutes a quorum for the transaction of business, and the acts of the Majority of the directors present at a meeting at which a quorum is present at the time such acts are made are the acts of the Board. If less than a quorum is present at a meeting of the Board, the 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.

2.6.9. 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:

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 is or 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.

2.6.10. 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.

2.6.11. 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 meetings under the Act.

2.7. Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State 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, 22.228 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 law or 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 laws 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 powers 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. The Association will maintain blanket fidelity coverage for any Person who handles or is responsible for funds held or administered by the Association, whether or not the Person is paid for his or her services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including the Reserve Fund, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to three (3) months of Regular Assessments on all Units. A management agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages. The premiums on the bonds will 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 the 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. **Appointment; Election of Officers; Term.** Until the expiration or termination of the Development Period, officers shall be appointed and removed by the Villas Condo Declarant, and elected by the Board thereafter at the first meeting of the Board following each annual meeting of the Members. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

3.3. **Removal and Resignation of Officers.** During the Development Period, any officer may be removed from office with or without cause by the Villas Condo Declarant, and the Board thereafter. 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 Sections 3.105 and 22.235 of the Texas Business Organizations Code.

3.5. **Description of Principal Offices.**

3.5.1. **President and Vice President.** As the chief executive officer of the Association, the president: (i) presides at all 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 laws of the State of Texas; (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. The vice president, if any, shall generally assist the president and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to a vice president by the president or the Board.

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

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 a 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 as required by the Board.

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 Owners of at least thirty percent (30%) of the Units. 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 the 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 of the Association will be given to an Owner of each Unit at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices 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 is given notice of the arrearage and 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 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 thirty percent (30%) of the Units in the Property constitutes 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 ten (10) to thirty (30) days may be given to an Owner of each Unit, at which meeting the Members present in person or by proxy (even if representing less than thirty percent (30%) of the Units) will be sufficient to constitute a quorum for the purposes of that meeting.

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 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 a Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.9.2. **Entity-Owned Units.** If a Unit is owned by a legally formed entity such as a corporation, limited liability company, trust, partnership or other entity, the vote appurtenant to that Unit may be cast by any authorized officer or representative in the absence of the entity's written appointment of a specific person to exercise its vote. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity 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 or 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 or her 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 a 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 for 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 or email. However, a proxy received by fax or email may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by 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 of the Association when not in conflict with the Documents. Votes should be tallied by Members appointed by the person presiding over the meeting.

4.12. **Order of Business.** Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.13. **Adjournment of Meeting.** At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. **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 consents. The Board may permit Members to vote by any method allowed by Sections 22.160(b) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by Members representing at least a Majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of directors.

4.15. **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. Participation in the 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.

ARTICLE 5

RULES

5.1. **Rules.** The Villas Condo Declarant has adopted initial rules and regulations for: (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 Residents; provided, however, that such Rules may not be in conflict with Applicable Law or the Documents. The Board will, at all times, maintain the then current and complete 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 rules and regulations; provided, however, that until the expiration or termination of the Development Period, all amendments to the rules and regulations must be approved in advance and in writing by the Villas Condo Declarant.

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

5.3. **Notice.** In accordance with Section 82.070 of the Texas Property Code, the Board shall provide an Owner of each Unit with a detailed description, if not exact wording, of any proposed amendment to the Rules. Such description may be included in the notice of any annual or special meeting of the Board or the Association if such proposed amendment is to be considered at said meeting.

5.4. **Distribution.** On request from any Member or Resident, the Board will provide a current and complete copy of Rules. Additionally, the Board will, from time to time, distribute copies of the current and complete Rules to Owners and, if the Board so chooses, to non-Member Residents. For purposes of this *Section 5.4*, distribution may be by any means deemed appropriate by the Board, including without limitation personal delivery, online posting or posting on the Property.

ARTICLE 6

ENFORCEMENT

6.1. **Remedies.** The violation of any provision of the Documents gives the Board the right to enforce the Documents as set forth under *Article 16* of the Declaration and the Association's Fine and Enforcement Policy, as the same may be set forth in the Policy Manual and amended from time to time.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1. **Proof of Ownership.** On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Unit. A copy of the Recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is provided.

7.2. **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 driver's license number, if any; 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 of the Unit Owner. An Owner must notify the Association within thirty (30) days after he or she 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.

7.3. **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 or her mailing address.

7.4. **Registration of Mortgagees.** Within thirty (30) days after granting a lien against his or her Unit, the Owner must provide the Association with the name and address of the holder of the lien and the loan number. The Owner must notify the Association within thirty (30) days after he or she has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

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 or she is current in the Assessments made or levied against his or her Unit.

7.6. **Compliance with Documents.** Each Owner will comply with the provisions 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 Property was established.

ARTICLE 8

ASSOCIATION RECORDS

8.1. **Records.** The Association will use its best efforts to keep the records required by Section 82.114(a) of the Act, including the following:

- i. detailed financial records that comply with generally accepted accounting principles and that are sufficiently detailed to enable the Association to prepare a resale certificate under Section 82.157 of the Act;
- ii. the plans and specifications used to construct the Regime except for buildings originally constructed before January 1, 1994;
- iii. the condominium information statement prepared under Section 82.152 of the Act and any amendments;
- iv. the name and mailing address of each Unit Owner;
- v. voting records, proxies, and correspondence relating to amendments to the Declaration; and
- vi. minutes of meetings of the Association and Board.

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 for which the certificate is furnished.

8.4 **Audit of Books and Records.** In accordance with Section 82.114(c) of the Act, the Association shall, as a Common Expense, annually obtain an independent audit of the books and records of the Association. Copies of the audit must be made available to the Unit Owners. An audit required by this Section shall be performed by a certified public accountant if required by the Board or a majority vote of the Members of the Association.

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 any other 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 a 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

VILLAS CONDO 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, Appendix "A" of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by the Villas Condo Declarant and need not be Owners or Residents. Directors appointed by the Villas Condo Declarant may not be removed by the Owners and may be removed by the Villas Condo Declarant only. The Villas Condo Declarant has the right to fill vacancies in any directorship vacated by a Villas Condo Declarant appointee.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. **Authority**. These Bylaws may be amended by a Majority of the Board of Directors.

11.2. **Mortgagee Protection**. In addition to the notices and consents required by these Bylaws, certain actions and amendments require notice to or approval by 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 Mortgagees.

11.3. **Effective**. To be effective, each amendment to the Bylaws must be in writing, reference the names of the Regime and the Association, be signed by at least one (1) officer acknowledging the requisite approval of Board of Directors, and be Recorded.

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

ARTICLE 12

GENERAL PROVISIONS

12.1. **Compensation**. A director, officer, Member, or Resident 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 Resident. Nevertheless,

- i. Reasonable compensation may be paid to a director, officer, Member, or Resident for services rendered to the Association in other capacities.

ii. A director, officer, Member, or Resident may, from time to time, be reimbursed for his or her 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 tokens or demonstrations of appreciation for volunteer activities.

iv. This provision does not apply to distributions to Unit 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 the 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. Invalidation of any provision of these Bylaws, 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 mean 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 will 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 may be deemed to have been abrogated or waived by reason of 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 a 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

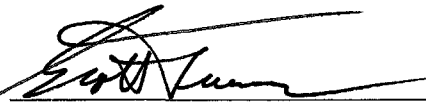
to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, as adopted by the initial Board of Directors at its organizational meeting.

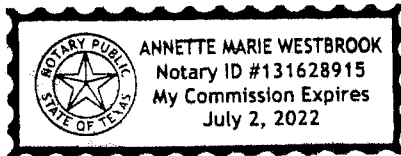
IN WITNESS WHEREOF, I hereunto set my hand this the 17th day of January, 2020.

Kissing Tree Villas Condominiums Association, Inc.,
a Texas nonprofit corporation

By: 
Scott Turner, President

STATE OF TEXAS §
COUNTY OF TRANS §

BEFORE ME, the undersigned authority, on this 17th day of January, 2020, personally appeared, Scott Turner, President of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.



Annette M. Westbrook
Notary Public in and for the State of Texas

ATTACHMENT 3

INITIAL RULES AND REGULATIONS

These Initial Rules and Regulations are established by **CARMA PASO ROBLES LLC**, a Texas limited liability company, for the benefit of **Kissing Tree Villas Condominiums Association, Inc.**, a Texas nonprofit corporation (the “**Association**”). These Initial Rules and Regulations are the “Rules” defined in *Article 1* of the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums, Recorded or to be Recorded in the Official Public Records of Hays County, Texas, as amended from time to time (the “**Declaration**”).

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Unit, each Owner and Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Declaration and Bylaws of the Association.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest). The Association's Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Residents of his or her Unit, and his or her or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Resident," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Resident is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his or her Unit. An Owner should contact the Association if he or she has a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.
- A-2. Additional Rules. Each Resident must comply with any Rules and signs posted from time to time on the Property by the Association. Posted Rules are incorporated in these Rules by reference. Each Resident must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary Rules, or notice of a change affecting use of the Property. Temporary Rules are incorporated in these Rules by reference.
- A-3. Variance. Circumstances may warrant a variance of these Rules. To obtain a variance, an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.
- A-4. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related Rules, such as the “Community Etiquette” Rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Resident to enforce these Rules against another Resident. Residents are expected to deal directly and peaceably with each other about their differences.

- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Residents to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Residents to help keep each other informed about the Rules. Recognizing that a Resident may be reluctant to confront another Resident about a violation, the Association will work with Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by a Resident or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (1) that cannot be easily and independently verified, (2) for which it did not receive a signed written complaint, (3) for which the complainant will not cooperate with monitoring the violation and compliance, and (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Damage. An Owner is responsible for any loss or damage he or she causes to his or her Unit or the Improvements therein, other Units, the personal property of other Residents or their guests, or to the Common Elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his or her personal property in or on the Property. Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Property, including his or her furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.
- B-3. Risk Management. An Owner may not permit anything to be done or kept in his or her Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Garage or Estate Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than eighteen (18) years must be under the general control and supervision of their parents or guardians at all times while on the Property.

C. OCCUPANCY STANDARDS

- C-1. Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

- C-2. Numbers. The maximum number of persons who may occupy a Unit is (a) two (2) persons per bedroom for those Owners or occupants who have familial status among the other occupants (as such familial status is defined under the Fair Housing Act) or (b) one (1) more person than the number of bedrooms in the Unit when such familial status does not exist. For purposes of these Rules, occupancy means residing in the Unit in excess of thirty (30) continuous days or sixty (60) days total in any twelve (12) month period.

- C-3. Leases. Leases must be made subject to all of the Documents, including these Rules, and an Owner is responsible for providing his or her tenant (an occupant) with copies of all of the Documents and these Rules and notifying him or her of any changes thereto. Each occupant is subject to and must comply with all provisions of the Documents, these Rules, federal and state laws, and local ordinances. Notice of any lease must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

- C-4. Minors. No person under the age of nineteen (19) years may occupy a Unit unless he lives with an Owner or occupant who is his or her parent, legal guardian, or a designee of his or her parent or legal guardian. Upon request by the Association, an Owner will provide satisfactory proof of the ages and guardian status of any minor occupant.

D. FIRE AND SAFETY

- D-1. Safety. Each Resident is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person on the Property to whom the Resident has a duty of care, control, or custody.

- D-2. Fires. Except for barbecue fires as permitted by these Rules, no exterior fires are permitted on the Property.

- D-3. Grills, Fire Pits and Chimeneas. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, fire pits and chimeneas, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near flammable or combustible materials.

- D-4. Intrusion Monitoring. Although the Unit may be wired for intrusion monitoring service, the Association is not the service provider to the Unit, and has no responsibility or liability for the availability for quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.

- D-5. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Common Elements of the Property, such as alarms, extinguishers, monitors, and self-

closing gates or doors. This Section may not be construed to require the installation or use of such equipment.

- D-6. Security. The Association may, but is not obligated to, maintain or support certain activities in the Common Elements of the Property designed to make the Common Elements of the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Common Elements of the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Common Elements of the Property assumes all risk for loss or damage to his or her person, to his or her residence, to the contents of his or her residence, and to any other of his or her property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Maintenance. Except as may be provided otherwise in the Declaration, an Owner, at his or her expense, will maintain his or her Unit and keep it in good repair.
- E-2. Combustibles. A Resident may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion. Notwithstanding the foregoing, gasoline containers five (5) gallons and under and propane tanks for barbecue grills are permitted.
- E-3. Report Malfunctions. A Resident will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. A Resident who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.
- F-2. Personal Property. The sidewalks, entrances, passages, driveways and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Regime and the Units. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Unit.
- F-3. Grounds. Unless the Board designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-4. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior

written consent. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Resident will endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- G-2. Annoyance. A Resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units.
- G-4. Parties. In planning private social functions at the Property, a Resident should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Residents.
- G-5. Reception Interference. Each Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.
- G-6. Drones. For purposes of these Rules, a "drone" is defined as any unmanned aerial vehicle. Other than commercial deliveries by drone, the delivery areas for which (if any at all) may be designated from time to time by the Board, the use of any drones, by a Resident in Kissing Tree is strictly prohibited.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Work upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Owner or Resident shall perform or permit to be performed any work to any portion of: (i) the Owner's Unit, which work may require access to, over or through the Common Elements or other Units or (ii) the Common Elements, without the prior consent of the Board of Directors except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:
 - a. releases of the Board of Directors and the Association for all claims that such Person may assert in connection with such work;
 - b. indemnities of the Board of Directors and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
 - c. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Directors; and

- d. all other information and protections which the Board of Directors may reasonably require.

H-2. Window Treatments. An Owner MAY install window treatments inside his or her Unit, provided:

- a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be (1) clear, (2) white, or (3) a near-white light neutral tone when viewed from outside the Unit.
- b. The use of bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis.
- c. Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited.
- d. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

H-3. Prohibited Acts. In addition to the foregoing, a person may not:

- a. Post signs, notices, or advertisements in the Common Elements or in a Unit if the sign is visible from outside the Unit; other than signs permitted by *Section 12.18* of the Declaration.
- b. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
- c. Have bicycles or similar sporting equipment on balconies or patios.
- d. Install storm or screen doors and windows, including solar screen.

H-4. Villas Condo Reviewer. All proposed improvements and modifications to the Regime must be approved in advance by the Villas Condo Reviewer in accordance with the Declaration.

I. VEHICLE RESTRICTIONS

I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, and industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit. Recreational vehicles are not permitted within Kissing Tree for a period of more than twenty-four (24) consecutive hours without the Board's consent.

I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways and parking areas, except for emergency repairs, and then only to the

extent necessary to enable movement of the vehicle to a repair facility. Repairs, restoration, or maintenance (including oil changes) of vehicles is permitted to occur inside the Resident's garage.

- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- I-5. Parking. No vehicle may be parked in a manner that impedes or prevents ready access to the Property or driveways. No on-street parking is allowed, unless otherwise approved by the Board. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in fire lanes, or in any area designated as "No Parking." Vehicles parked in violation of the Documents (including this provision) will be towed at the owner's expense.
- I-6. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. General Duty. Residents will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the applicable municipality for that purpose. Residents may NOT litter Common Elements.
- J-2. Hazards. Residents may NOT store trash inside or outside his or her Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Residents will ensure that the debris is thoroughly cold.
- J-3. Trash and Recycling Containers. Residents will place trash entirely within the designated receptacle, and may not place trash outside, next to, or on top of the receptacle. If a receptacle is full, Residents should locate another receptacle to hold his or her trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be closed at all times when not in use. Residents must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. A Resident may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, an Owner or Resident shall be allowed no more than two (2) household pets plus no more than two (2) birds in any Unit.

- K-2. Prohibited Animals. 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 as pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). In addition, no Resident may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Property. No animal or house pet may be kept, bred, or maintained for any commercial purpose or for food.
- K-3. Outdoors. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Resident’s rest or peaceful enjoyment of his or her Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- K-5. Damage. Each Resident is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. A RESIDENT WHO KEEPS A PET ON THE PROPERTY IS DEEMED TO INDEMNIFY AND AGREES TO HOLD HARMLESS THE BOARD, THE ASSOCIATION, AND OTHER OWNERS AND RESIDENTS, FROM ANY LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATEVER RESULTING FROM ANY ACTION OF HIS OR HER PET OR ARISING BY REASON OF KEEPING OR MAINTAINING THE PET ON THE PROPERTY.
- K-6. Pooper Scooper. Each Resident is responsible for the removal of his or her pet’s wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit’s Resident.
- K-7. Removal. If a Resident or his or her pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Resident or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Resident, upon written notice from the Board, may be required to remove the animal. Each Resident agrees to permanently remove his or her violating animal from the Property within ten (10) days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. Parties. In accordance with the terms and provisions of the Documents, any Owner at such Owner’s own expense, the Villas Condo Declarant and the Association will have the right to enforce the provisions of these Rules.
- L-2. Interpretation. In the event of any dispute regarding the effect or application of these Rules, the interpretation of the Board will be final. Neither the Board nor the Association will be responsible for mediating a dispute among Residents.

- L-3. Enforcement and Fines. The Association may enforce these Rules and impose fines for any violation pursuant to the provisions of the Association's Fine and Enforcement Policy, as the same may be set forth in the Policy Manual and amended from time to time.
- L-4. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of these Rules, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof, and may recover attorney's fees and costs associated with such action or lawsuit.
- L-5. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-6. Mailing Address. An Owner who receives mail at any address other than the address of his or her Unit must maintain with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery. Any Owner desirous of utilizing email for the purposes of receiving or sending formal notices and correspondence with the Association shall register such Owner's email address (and any updates thereto) with the Association.
- L-7. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Residents are urged to contact the Association to verify the Rules currently in effect on any matter of interest. These Rules will remain effective until ten (10) days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.
- L-8. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and Applicable Law.

ATTACHMENT 4

ASSESSMENT COLLECTION POLICY

The Kissing Tree Villas Condominiums is a condominium regime created by and subject to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums, Recorded or to be Recorded in the Official Public Records of Hays County, Texas, as it may be amended from time to time (the “**Declaration**”). As a condominium regime, the Kissing Tree Villas Condominiums is also subject to State laws, including Chapter 82 of the Texas Property Code -- the Texas Uniform Condominium Act (the “**Act**”). The operation of the Kissing Tree Villas Condominiums is vested in the Kissing Tree Villas Condominiums Association, Inc. (the “**Association**”), acting through its Board of Directors (the “**Board**”). The Association is empowered to enforce the covenants of the Declaration, including the obligation of owners to pay Assessments. In addition to rights and remedies of the Association under the Declaration, the Act gives the Association, acting through the Board:

1. Authority to impose interest and late charges for late payments of Assessments, and returned check charges. §82.102(a)(12)
2. Authority to adopt and amend rules regulating the collection of delinquent Assessments and the application of payments. §82.102(a)(13);
3. Authority to adopt and amend rules regulating the termination of utility service to a Unit, the Owner of which is delinquent in the payment of an Assessment that is used, in whole or in part, to pay the cost of that utility. §82.102(a)(14);
4. Authority to suspend the voting privileges of or the use of certain General Common Elements by an Owner delinquent for more than thirty (30) days in the payment of Assessments. §82.102(a)(17); and
5. A private power of sale to foreclose the Assessment lien nonjudicially, subject to a limited right of redemption by the Unit Owner. §82.113.

To establish equitable policies and procedures for the collection of delinquent Assessments, the Villas Condo Declarant hereby adopts this policy for the benefit of the Association, as part of the initial project documentation.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay all Assessments. Regular Assessments are due and payable on the first calendar day of each month. Special, Individual, Utility 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 Special, Individual, Utility or Deficiency Assessment is given. Master Assessments are due as required under the Master Declaration.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full – including collection costs and late fees.

- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the fifth (5th) calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be levied on the first day of each month the account is delinquent until the account is current.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a Majority of the directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

SECTION 2. INSTALLMENTS & ACCELERATION

If a Special or Deficiency Assessment is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of that Assessment. A Special or Deficiency Assessment payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

- 3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, **any payment received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid**, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Collection costs and attorneys' fees
- (2) Fines
- (3) Reimbursable expenses
- (4) Late charges and interest
- (5) Delinquent Individual Assessments
- (6) Delinquent Deficiency Assessments

- (7) Delinquent Special Assessments
- (8) Delinquent Utility Assessments
- (9) Delinquent Regular Assessments
- (10) Current Individual Assessments
- (11) Current Deficiency Assessments
- (12) Current Special Assessments
- (13) Current Utility Assessments
- (14) Current Regular Assessments

- 3-B. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
- 3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- 3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency, which amounts are secured by a lien against the Unit.

SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

- 5-C. Collection by Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

- 5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.

- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.

- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

- 5-G. Notice of Lien. The Association may cause a notice of the Association's Assessment lien against the Unit to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may be sent to his or her mortgage holder.

- 5-H. Foreclosure of Lien -- Nonjudicially. The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its Assessment lien, to post the property for public auction, and to conduct a public auction of the Unit on the steps of the county courthouse in accordance with Applicable Law and the Association's documents. The Board may not foreclose a lien consisting solely of fines or securing money for which the Association has obtained a personal money judgment.

- 5-I. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's Assessment lien. This action may be combined with a claim against the Owner's personal liability, for recovery of a money judgment.

- 5-J. Lawsuit for Owner's Personal Liability. Whether or not the Association forecloses the Association's Assessment lien, the Board may file a lawsuit for a personal judgment against the defaulting Owner, and may execute on the judgment.

- 5-K. Possession Following Foreclosure. If the Association purchases the Unit at public auction, the Board may immediately institute actions to recover possession.

- 5-L. Limited Right of Redemption. If the Association buys a Unit at the nonjudicial foreclosure sale of its Assessment lien, the Association's ownership is subject to a ninety (90) day right of redemption by the Owner. The Act's statutory right of redemption does not apply to judicial foreclosures or foreclosures of judgment liens.
- 5-M. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-N. Cancellation of Debt. If the Board deems the debt uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-O. Suspension of Voting Rights. The Association may suspend the voting rights of an Owner whose account with the Association is delinquent for at least thirty (30) days.
- 5-P. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of the any Common Element amenities by an Owner, or his or her tenant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Documents and Applicable Law.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If, from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Documents, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that two (2) or more persons own a Unit, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Resident is deemed notice to all Residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

- 6-E. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
- 6-F. Amendment of Policy. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

ATTACHMENT 5

FINE AND ENFORCEMENT POLICY

1. Background. This fine policy is based on the requirements of Sec. 82.102(d) and (e) of the Act. To establish policies and procedures for fining under the Act, the Villas Condo Declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.
2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation, nor may the Association use fines to the exclusion of other remedies.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner, the Residents of the Unit, and the relatives, guests, employees, and agents of the Owner and Residents. Regardless of who performs the violation, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the Resident.
4. Violation Notice. Except as set forth in *Section 4(c)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner, (at the Owner's last known address as shown in the Association records)("Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's written violation notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the Rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of the Act; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:
 - a. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation – No Cure within 12 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within

the preceding twelve (12) months but has not cured the violation, then the Owner will be fined pursuant to the Schedule of Fines to be adopted from time to time by the Board (the “**Schedule of Fines**”).

- c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
 - d. 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.
5. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “**Request**”) to the Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice.
 6. 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.
 7. 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.
 8. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.
 9. Levy of Fine. The Association must notify an Owner of a levied fine or damage charge no later than the thirtieth (30th) day after the date of the levy under Section 82.102(e) of the Act. A fine levied at a hearing requested by the Owner at which the Owner is present shall satisfy the notice requirement if the Board announces its decision to the Owner at the hearing. Otherwise, any fine or damage charge levied shall be reflected on the Owner’s periodic statement of account or delinquency notices so long as such periodic statement or notice is provided to the Owner not later than the thirtieth (30th) day after the date the fine or damage charge is levied by the Board.
 10. Amount. The Association 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. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its

meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.

11. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
12. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its Assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of Assessments.
13. 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.
14. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community wide publication.

ATTACHMENT 6

SECURITY POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Kissing Tree Master Covenant recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time.

1. Purpose. The purpose of this Security Policy is to facilitate proper identification of residents and guests of Kissing Tree and within the Kissing Tree community. Unless otherwise specified, each Owner and occupant within Kissing Tree must be issued and maintain a Security ID (as defined below). Use of any Kissing Tree amenity is limited to Owners, occupants, and their guests. This Security Policy regulates the use of Kissing Tree amenities and limits use by non-Owners and occupants.

2. Identification Cards. Proper identification is required to use any Kissing Tree amenities other than facilities open to the public, which are excluded from the requirements of this Security Policy. There are three types of Kissing Tree Security IDs:

(a) Owner Security IDs. The Association shall issue a Kissing Tree access card, fob, or device (the "Security ID") to each Owner or occupant within Kissing Tree. An Owner shall receive the number of Security IDs for each Owner and for each Resident over the age of nineteen (19) residing with Owner. Any tenant of an Owner shall receive a Security ID upon registering the lease with the Association and the Security ID shall only be valid for the term of the initial lease term and may be renewed upon renewal of the lease. Any Owner or occupant within Kissing Tree must have the Security ID in their possession in order to use any of the Kissing Tree amenities.

(b) Overnight or Extended Stay Guests. All guests of Owners or occupants over the age of nineteen (19) must obtain and have in their possession a guest Security ID to use any Kissing Tree amenities, except as otherwise authorized by the Board. An Owner or occupant must procure such Security ID for its guests from the Association and may be secured in advance of the guests' visit. A maximum of six (6) guest Security IDs at any one time shall be permitted for each Kissing Tree residence at one time. The Security ID shall only be valid for the period of visitation.

(c) Day Pass. A day pass Security ID may be issued for a specific guest for a specific date only, and can be obtained from the Association. A maximum of six (6) guest Security IDs may be issued per day (unless otherwise permitted pursuant to any reserved facility or amenity policy by which Owners or occupants have secured an amenity facility to host a party, meeting or other permitted group activity). The Board may establish a schedule of use fees for these passes, and may allow each Owner or occupant a specific number of free passes per year. The pass fee, if any, must be paid at the time of procurement.

3. Guests under 19 Years of Age. An Owner or occupant (so long as such occupant is over the age of nineteen (19)) must accompany all visitors under the age of nineteen (19) who use any Kissing Tree amenity.

4. Owner and Occupant Responsibility. Owners and occupants shall be held accountable and responsible under the Documents for the actions and conduct of or any damage caused by their guests.

5. Verification. Employees or other authorized representatives of the Association are authorized to require all users of any amenities to show their Security ID upon request.

6. Unauthorized Persons. Owners, occupants and their guests are encouraged to bring to the attention of any security services personnel, employees or other authorized representatives of the Association any unauthorized person using or within or on the Kissing Tree amenities. Should the unauthorized person refuse to leave, the unauthorized person will be considered a trespasser on Association property and appropriate legal steps will be taken to involve law enforcement personnel to assist in the removal of the unauthorized person. Any Owner or occupant assisting in the unauthorized use of facilities may be subject to suspension of such Owner's or occupant's rights to use the Kissing Tree amenities, as further set forth in the Fine and Enforcement Policy.

ATTACHMENT 7

HOUSING FOR OLDER PERSONS ACT POLICY

Terms used but not defined in this policy shall have the meaning subscribed to such terms in that certain Kissing Tree Master Covenant or that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, as applicable, both as recorded in the Official Public Records of Hays County, Texas, and as the same may be amended from time to time.

Restrictions regulating the sales and occupancy of the Units at the Kissing Tree Villas Condominiums are contained in that certain Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, as amended from time to time. The Board hereby adopts this Housing for Older Persons Act Policy to supplement such restrictions and establish policies and procedures to comply with the Fair Housing Act and specifically, the Housing for Older Persons Act of 1995, as it may be amended ("**HOPA**"). To the extent any provision within this policy is in conflict with HOPA or any Applicable Law, such provision shall be modified to comply with Applicable Law.

1. Age Verification Procedure. Pursuant to *Article 2* of the Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, the Association will comply with the following procedures for maintaining age records within the Kissing Tree Villas Condominiums and ensuring compliance with HOPA:

- i) Upon closing of the sale of each Unit, the Owner shall be required to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents of comparable reliability to verify birth date and age.
- ii) Upon the lease of a Unit to a new occupant, the occupant shall be required to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents of comparable reliability to verify birth date and age.
- iii) On a monthly basis, the manager will conduct surveys of Owners and occupants who have resided within the Kissing Tree Villas Condominiums for a period of two (2) years to verify compliance with HOPA and the Documents.
- iv) The Board and/or manager shall maintain age records of Owners and occupants with the records of the Association.

2. Use of Amenities. The Board may designate specific amenities, Common Areas, or Special Common Areas within the Development for use only by Age Qualified Occupants. Additionally, the Board may specify certain locations and limited time periods for use of such amenities, Common Areas, or Special Common Areas by non-Age Qualified Occupants.

ATTACHMENT 8

OAK WILT POLICY

I. Oak Wilt.

A. Disclosure of Information Regarding Oak Wilt. Oak Wilt is a disease that has long been recognized as causing massive tree losses in the Texas Hill Country. It has now been identified in 55 Texas counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live oak, Shumard red oak, Southern red oak, Spanish oak, blackjack oak, pin oak and water oak are native oak species that are susceptible to the oak wilt fungus. They are members of the red oak group and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks, white oaks and post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die.

B. Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. Additionally, veinal necrosis, interveinal chlorosis and tipburn are also symptoms of oak wilt. For further identification information, see AgriLIFE Extension Texas A&M System Tubakia (Actinopelte) Leaf Spots on Oaks leaflet, attached hereto as Exhibit "A." Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this policy to prevent the spread of Oak Wilt.

C. Treatment/Prevention.

- (1) *Isolation.* In order to prevent the transmission of Oak Wilt, an Owner shall create a barrier by digging a trench of a minimum depth of 48" in order to isolate the infected tree.
- (2) *Treatment.* Owner shall either remove the dead/infected tree or shall be chemically treated at the sole discretion of a recommended arborist professional.
- (3) *Pruning.* Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees shall be performed when possible from July 1st to January 1st. Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to and in between cutting any oak trees as a precaution.
- (4) *Firewood.* Firewood originating from oak trees shall be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by a clear plastic to prevent disease-baring insects from escaping.

II. Enforcement.

A. Parties. In accordance with the terms and provisions of the Documents for Kissing Tree, as defined under the Kissing Tree Master Covenant, recorded in the Official Public Records for Hays

County (the “**Master Covenant**”), any Owner at such Owner’s own expense, Carma Paso Robles, LLC, a Texas limited liability company (the “**Declarant**”), and Kissing Tree Master Community, Inc., a Texas nonprofit corporation (the “**Association**”), each and all have the right to enforce the provisions of this policy.

B. Interpretation. In the event of any dispute regarding the effect or application of this policy, the interpretation of the Board of the Association will be final.

C. Nuisance. Every act or omission whereby any provision of this policy is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner’s own expense), Declarant, the Association or Hays County or other applicable governmental authority.

D. Self-Help. Any Owner who fails to undertake the requirements set forth herein resulting in trees on an Owner’s Lot in violation of this policy or may be treated for Oak Wilt by the Association, who has the authority to enter into and upon an Owner’s Lot to treat such trees and the cost of which shall be at the expense of the Owner as permitted under the Master Covenant and other applicable provisions of the Documents, including the Fine and Enforcement Policy set forth in the Policy Manual for the Association. The Association expressly disclaims any liability for damage to property on which the Association exercises this self-help remedy as further set forth in the Master Covenant.

E. Fines. The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association’s Fine and Enforcement Policy.

F. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this policy, and may seek recovery for damages for an injunctive relief against the breach of any provision hereof and may recover attorney’s fees and costs associated with such action or lawsuit.

Any questions regarding this policy should be directed to the Association’s community manager.

EXHIBIT "A"



PLPA-102

Extension Plant Pathology
<http://sickplants.tamu.edu>



Tubakia (Actinopelte) Leaf Spot on Oaks

This disease can occur on many species of oak, but are most prevalent on red oaks.

CAUSAL AGENT

Tubakia (formerly known as *Actinopelte*) *dryina* (fungus)

The fungus survives over the winter in affected twigs and foliage. In the following growing year, overwintering spores of this fungus are disseminated by wind and rain-splashing.

ENVIRONMENTAL CONDITIONS

This disease is most severe in late summer and early fall. This disease is more prevalent during years that are wet. Also, this disease often occurs on oak trees that are under various stresses such as nutritional deficiencies, in particular iron deficiency. Newly transplanted trees are more susceptible to attacks by this fungus than well-established trees.



SYMPTOMS

Leaf spots are circular in shape with a diameter of ¼ - ½ inches, and are dark to reddish brown in color. Spots may coalesce to form irregular blotches. Spots are also typically surrounded by a chlorotic (yellowing) halo. Severe infected leaves prematurely defoliate.



SEVERE INFECTIONS
on RED OAK

MANAGEMENT

Determine the stress factors that may be predisposing the oak tree to this fungal pathogen. If possible, correct the conditions to minimize stress on the tree. With newly transplanted tree, ensure proper mulching and fertilization to encourage establishment. Infected leaves should be collected and destroyed to minimize the spread of the disease. Removal of some branches to increase air movement will also help minimize incidences of tubakia leaf spot. Trees that are severely defoliated by this fungus should be fertilized slightly more than normal to stimulate new growth. Although chemical treatments are not warranted, several broad spectrum fungicides are available for use as a preventative measure. For more information, please contact your local Extension county agent.

Prepared by Dr. Kevin Ong
 Assistant Professor and Extension Urban Plant Pathologist
 Texas AgriLife Extension Service; The Texas A&M University System
 August 27, 2002 (rev.032508)

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 The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

ATTACHMENT 9

MOLD POLICY

Terms used but not defined in this policy shall have the meaning subscribed to such terms in that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, as recorded in the Official Public Records of Hays County, Texas, and as may be amended from time to time.

I. Recitals.

A. Background. Because of extensive news coverage in recent years relating to mold, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. In a condominium context, the mold issue has numerous facets.

B. Mold Information. In adopting this policy, the Association relies on information about mold obtained from government sources, including the “Mold” website sponsored by the U. S. Environmental Protection Agency at <https://www.epa.gov/mold>. As stated in the “Tips and Techniques” section of the EPA Mold site (accessible at <https://www.epa.gov/mold/mold-cleanup-your-home#TipsandTechniques>):

What are the basic mold clean-up steps?

1. *The key to mold control is moisture control.*
2. *Scrub mold off hard surfaces with detergent and water, and dry completely.*
3. *Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.*
4. *Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.*
5. *Avoid exposing yourself or others to mold. (See discussions What to Wear When Cleaning Moldy Areas and Hidden Mold at the EPA website here: <https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>)*
6. *Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.*
7. *If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.*

C. Owner/Occupant Duty. Because the Association does not have continual access to Units, the Association relies on Owners and occupants to control the moisture levels in their Units, and to promptly identify and report water leaks and water penetrations in their Units. That a Unit is vacant or occupied by a person other than the Owner does not relieve the Owner from fulfilling his obligations to the Association and to the Owners of other Units.

D. Insurance. On the date of this Mold Policy, property insurance available to the Association does not include coverage of mold at a price that is affordable. An Owner who wants insurance coverage with respect to mold and mold-related damages is advised to purchase such insurance coverage as part of its homeowner's insurance policy.

E. Mold Reminders. Mold spores are a natural component of our environment. Mold spores are everywhere—in the outside air and inside of Units. In addition to air-borne mold, visible surface mold is a common occurrence in wet areas, such as showers. Air quality tests for mold are capable of being unreliable as determinates of a health problem.

II. Rules.

A. Inspect for Surface Mold. Each Owner and occupant will regularly inspect their entire Unit (including inside closets and cabinets and behind furniture and appliances) for visible surface mold and will promptly remove same using procedures recommended by an appropriate source, such as the U. S. Environmental Protection Agency (<https://www.epa.gov>). Similarly, the Owner and occupant will be alert to odors associated with mold, and will try to locate the source of such odor when detected.

B. Inspect for Water Leaks. Each Owner and occupant will regularly inspect their entire Unit (including inside closets and cabinets and behind furniture and appliances) for leaks, breaks, or malfunctions of any kind that may emanate from or cause damage to the Common Elements or another Unit. When possible, such inspection will be performed after rains when leaks from wind-driven rain are most likely to be evident. Typical indicators of water penetration problems include water leaks around windows, doors, flues, and vents; standing water on a floor; water stains on ceilings and walls.

C. Monitor Water Appliances. Each Owner and occupant is responsible for the inspection, maintenance, repair, and replacement of all water-using appliances and fixtures in the Unit or serving the Unit exclusively, such as dishwashers, water heaters, washing machines, ice-makers, toilets, air conditioning drip pans, and shower pans. The Owner is solely responsible for any damage to the Owner's Unit, another Unit, or the Common Elements from the appliances and fixtures in the Owner's Unit or serving the Owner's Unit exclusively, regardless of the nature or exact location of the water source.

D. Report. Each Owner and occupant will promptly report to the Association the discovery of any leak, break, or malfunction in any portion of the Owner's Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The origin of a water leak can be difficult to locate and may require repeated attempts to repair. The failure of the Association or its contractors to effectively stop a water leak on the first repair attempt is not uncommon and must not dissuade an Owner or occupant from re-reporting the leak on its next occurrence. The failure by an Owner and occupant to promptly report a water leak or water penetration problem may be deemed negligence, thereby making the Owner and occupant liable for any additional damage caused by the delay.

E. Mitigate. To mitigate damage from water leaks and penetrations, and to discourage mold, the Owner or occupant of a Unit that experiences a water leak or penetration must promptly dry, clean, and disinfect the wet area. If the water penetration is inside a wall cavity or above a ceiling, the Owner or occupant must inform the Association or its manager immediately.

F. Humidity. To discourage mold in a Unit, the Owner or occupant should maintain an inside humidity level under sixty percent (60%). If condensation or moisture collects on windows, walls or pipes, the Owner or occupant should promptly dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

G. Negligence. The failure to promptly and properly repair a water-related problem in a Unit may be deemed negligence by the Owner, who may be liable for any additional damage caused by the failure or the delay.

III. Information. For more information about mold, please consult a reliable source, such as “A Brief Guide to Mold, Moisture, and Your Home,” a brochure published by the U. S. Environmental Protection Agency and which is available on the EPA website at the following address: <https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>.

ATTACHMENT 10**STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Kissing Tree Master Covenant recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time (the "Master Covenant").

1. Dedictory Instruments. As set forth in Texas Property Code Section 202.001, "dedictory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Master Covenant, any Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedictory instrument" is referred to in this notice, the Master Covenant, and the Development Area Declaration and Declaration of Condominium Regime as the "Documents."
2. Recordation of All Documents. The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedictory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.
3. Online Posting of Documents. The Association shall make all of the Recorded Documents relating to the Association or Development available on a website if the Association or a management company, on behalf of the Association, maintains a publicly accessible website.

ATTACHMENT 11**CERTIFICATION AND ACKNOWLEDGMENT**

As the Villas Condo Declarant of the Kissing Tree Villas Condominiums and the initial and sole member of Kissing Tree Villas Condominiums Association, Inc. (the "**Association**"), I certify that the foregoing Kissing Tree Villas Condominiums Policy Manual was adopted for the benefit of the Association as part of the initial project documentation for the Kissing Tree Villas Condominiums, located in Hays County, Texas. This Policy Manual becomes effective when Recorded.

SIGNED on this 20 day of January, 2020.

VILLAS CONDO DECLARANT:

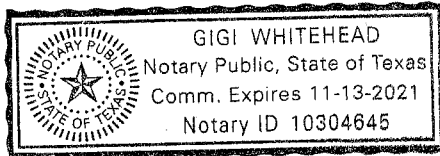
CARMA PASO ROBLES LLC,
a Texas limited liability company

By: [Signature]
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of January, 2020, by Chad Matheson, Chief Financial Officer, of **CARMA PASO ROBLES LLC**, a Texas limited liability company on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public Signature

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20009818 RESTRICTIONS
03/13/2020 02:35:43 PM Total Fees: \$254.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

A handwritten signature in cursive script that reads "Elaine H. Cárdenas".

AFTER RECORDING RETURN TO:

McLean & Howard, LLP
Attention: William P. McLean
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE®
SAN MARCOS ★ TEXAS

KISSING TREE VILLAS CONDOMINIUMS
[AGE-RESTRICTED]

POLICY MANUAL

Consisting of:

Certificate of Formation and Certificate of Amendment

Bylaws

Initial Rules and Regulations

Assessment Collection Policy

Fine and Enforcement Policy

Security Policy

Housing for Older Persons Act Policy

Oak Wilt Policy

Mold Policy

Statutory Notice of Posting and Recordation of Association Governing Documents

Certification and Acknowledgment

KISSING TREE VILLAS CONDOMINIUMS POLICY MANUAL

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ATTACHMENT 1

**CERTIFICATE OF FORMATION AND CERTIFICATE OF AMENDMENT
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.**

[Attachment 1 follows.]

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Jose A. Esparza
Deputy Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

The Strand Residential Condominiums Association, Inc.
File Number: 803401118

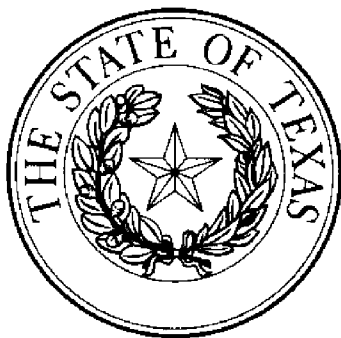
The undersigned, as Deputy Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Deputy 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: 08/21/2019

Effective: 08/21/2019



A handwritten signature in black ink, appearing to be "JE", followed by a horizontal line.

Jose A. Esparza
Deputy Secretary of State

Phone: (512) 463-5555
Prepared by: Melissa Kerr

Come visit us on the internet at <https://www.sos.texas.gov/>
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Document: 908556760002

**CERTIFICATE OF FORMATION
OF
THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.**

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as incorporator of a corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is The Strand Residential Condominiums Association, Inc., a Texas nonprofit corporation (hereinafter called the “**Association**”).

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association’s purpose is for the transaction of any and all lawful business. The Association is further organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation; that certain “Development Area Declaration and Declaration of Condominium Regime for The Strand Residential Condominiums”, which is recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time (the “**Declaration**”); the Bylaws, or Texas law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Texas law in effect from time to time;
- (b) all rights and powers conferred upon condominium associations by Texas law, including 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; and
- (c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote by the holders of one-hundred percent (100%) of the total number of votes of the Association and The Strand Condo Declarant during the Development Period, as determined and defined under the Declaration.

Terms used but not defined in this Certificate of Formation shall have the meaning subscribed to such terms in the Kissing Tree Master Covenant recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas, as the same may be amended from time to time.

**ARTICLE V
REGISTERED OFFICE; REGISTERED AGENT**

The street address of the initial registered office of the Association is 201 Kissing Tree Lane, Building 2, San Marcos, Texas 78666. The name of its initial registered agent at such address is Skyler Jewell.

**ARTICLE VI
MEMBERSHIP**

Membership in the Association shall be determined by the Declaration.

**ARTICLE VII
VOTING RIGHTS**

Voting rights of the members of the Association shall be determined as set forth in the Declaration. Notwithstanding the foregoing, cumulative voting is not permitted.

**ARTICLE VIII
INCORPORATOR**

The name and street address of the incorporator is:

NAME

Leslie Keyser

ADDRESS

901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors for nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be increased in accordance with the Bylaws of the

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THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.
CERTIFICATE OF FORMATION

Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Scott Turner	11501 Alterra Pkwy #100 Austin, Texas 78758
Shawn Jeffcoat	11501 Alterra Pkwy #100 Austin, Texas 78758
Ryan Logue	11501 Alterra Pkwy #100 Austin, Texas 78758

Each of the foregoing persons has consented to serve as a director. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its sole discretion, may determine, as set forth in the Declaration.

ARTICLE X LIMITATION OF DIRECTOR LIABILITY

A member of the Board of Directors of the Association shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this *Article X* shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him or her in connection with any civil or criminal action, suit or proceeding in which he or she may be named as a party defendant or in which he or she may be a witness by reason of his or her being or having been a member of the Board of Directors, officer or committee member or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in the Bylaws of the Association and Declaration.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed assent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes substantially

similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such substantially similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

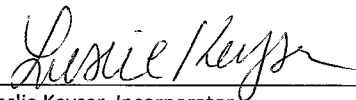
Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each Member written notice at least ten (10) days in advance of the date the Board proposes to initiate securing consent as contemplated by this *Article XIII*. Consents obtained pursuant to this *Article XIII* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE XIV AMENDMENT

Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, amendment of this Certificate of Formation shall be by proposal submitted to the membership of the Association. Any such proposed amendment shall be adopted only upon an affirmative vote by the holders of a minimum of two-thirds (2/3) of the total number of votes of the Association, as determined under the Declaration. In the case of any conflict between the Declaration and this Certificate of Formation, the Declaration shall control; and in the case of any conflict between this Certificate of Formation and the Bylaws of the Association, this Certificate of Formation shall control.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has hereunto set his hand, this 20th day of August, 2019.



Leslie Keyser, Incorporator

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THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.
CERTIFICATE OF FORMATION

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughes
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Kissing Tree Villas Condominiums Association, Inc.
803401118

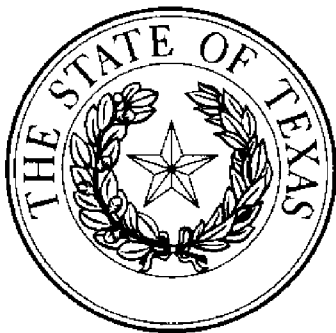
[formerly: The Strand Residential Condominiums Association, Inc.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity 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.

Dated: 12/12/2019

Effective: 12/12/2019



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State

Phone: (512) 463-5555
Prepared by: Rebecca Harthcock

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Fax: (512) 463-5709
TID: 10303

Dial: 7-1-1 for Relay Services
Document: 931927190002

Form 424**(Revised 05/11)**

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709

Filing Fee: See instructions

This space reserved for office use.

Certificate of Amendment**Entity Information**

The name of the filing entity is:

The Strand Residential Condominiums Association, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation	☐ Professional Corporation
☒ Nonprofit Corporation	☐ Professional Limited Liability Company
☐ Cooperative Association	☐ Professional Association
☐ Limited Liability Company	☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 803401118The date of formation of the entity is: August 21, 2019**Amendments****1. Amended Name**

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Kissing Tree Villas Condominiums Association, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent

(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

*First Name**M.I.**Last Name**Suffix*

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

*Street Address (No P.O. Box)**City*

TX

*State Zip Code***3. Other Added, Altered, or Deleted Provisions**

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.,
a Texas nonprofit corporation, formerly known as The Strand
Residential Condominiums Association, Inc.

Date: 12/10/2019

By: _____

Scott Turner, President

ATTACHMENT 2

KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC. BYLAWS

(A Texas condominium association)

ARTICLE 1 INTRODUCTION

1.1. **Property.** These Bylaws of Kissing Tree Villas Condominiums Association, Inc., provide for the governance of the condominium regime known as Kissing Tree Villas Condominiums, established on certain real property in Hays County, Texas (the “**Property**”), as more particularly described in that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums, recorded or to be recorded in the Official Public Records of Hays County, Texas (the “**Declaration**”).

1.2. **Parties to Bylaws.** All present or future Owners of Units and all other 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 and phrases defined in the Declaration have the same meanings when used in these Bylaws. *Article 1* of the Declaration is incorporated herein by reference.

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

1.5. **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 Property 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.

1.6. **Villas Condo Declarant Control.** Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Villas Condo Declarant’s reservations in Appendix “A” of 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.

ARTICLE 2 BOARD OF DIRECTORS

During the Declarant Control Period, Appendix “A” of the Declaration governs the number, qualification, and appointment of directors. During the Declarant Control Period, directors appointed by the Villas Condo Declarant need not be Owners. Directors appointed by the Villas Condo Declarant may not be removed by the Owners and need not comply with the qualifications set forth in *Section 2.2* below. Directors appointed by the Villas Condo Declarant may be removed by the Villas Condo Declarant only and are not subject to removal pursuant to *Section 2.5* below. During the Declarant

Control Period, the Villas Condo Declarant has the right to fill vacancies in any directorship vacated by a Villas Condo Declarant appointee.

2.1. **Number and Term of Office.** The Board will consist of three (3) persons. One director will be elected for a three (3) year term, one director will be elected for a two (2) year term, and one director will be elected for a one (1) year term. A director takes office upon the adjournment of the meeting or balloting at which he or she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his or her successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but may not be less than three (3).

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

2.2.1. **Owners.** 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 or fine against the person or his or her 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.** 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 (2/3) 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. Development Period. The provisions of this *Section 2.6* do not apply to Board meetings during the Development Period (as defined in the Declaration) during which period the Board may take action by unanimous written consent in lieu of a meeting pursuant to *Section 2.6.11*, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Documents (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Villas Condo Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

2.6.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

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

2.6.4. 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 three (3) days prior to the date of the meeting.

2.6.5. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he or she is absent or refuses to act, by the secretary, or by any two (2) directors. At least three (3) 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.

2.6.6. Emergency Meetings. In case of an emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.6.7. 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.

2.6.8. Quorum. At meetings of the Board, a Majority of directors constitutes a quorum for the transaction of business, and the acts of the Majority of the directors present at a meeting at which a quorum is present at the time such acts are made are the acts of the Board. If less than a quorum is present at a meeting of the Board, the 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.

2.6.9. 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:

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 is or 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.

2.6.10. 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.

2.6.11. 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 meetings under the Act.

2.7. Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State 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, 22.228 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 law or 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 laws 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 powers 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. The Association will maintain blanket fidelity coverage for any Person who handles or is responsible for funds held or administered by the Association, whether or not the Person is paid for his or her services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including the Reserve Fund, that will be in the Association's custody at any time the policy is in force; or (ii) an amount equal to three (3) months of Regular Assessments on all Units. A management agent that handles Association funds should be covered for its own fidelity insurance policy with the same coverages. The premiums on the bonds will 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 the 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. **Appointment; Election of Officers; Term.** Until the expiration or termination of the Development Period, officers shall be appointed and removed by the Villas Condo Declarant, and elected by the Board thereafter at the first meeting of the Board following each annual meeting of the Members. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he resigns sooner, or shall be removed or otherwise disqualified to serve.

3.3. **Removal and Resignation of Officers.** During the Development Period, any officer may be removed from office with or without cause by the Villas Condo Declarant, and the Board thereafter. 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 Sections 3.105 and 22.235 of the Texas Business Organizations Code.

3.5. **Description of Principal Offices.**

3.5.1. **President and Vice President.** As the chief executive officer of the Association, the president: (i) presides at all 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 laws of the State of Texas; (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. The vice president, if any, shall generally assist the president and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to a vice president by the president or the Board.

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

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 a 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 as required by the Board.

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 Owners of at least thirty percent (30%) of the Units. 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 the 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 of the Association will be given to an Owner of each Unit at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices 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 is given notice of the arrearage and 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 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 thirty percent (30%) of the Units in the Property constitutes 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 ten (10) to thirty (30) days may be given to an Owner of each Unit, at which meeting the Members present in person or by proxy (even if representing less than thirty percent (30%) of the Units) will be sufficient to constitute a quorum for the purposes of that meeting.

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 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 a Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.9.2. **Entity-Owned Units.** If a Unit is owned by a legally formed entity such as a corporation, limited liability company, trust, partnership or other entity, the vote appurtenant to that Unit may be cast by any authorized officer or representative in the absence of the entity's written appointment of a specific person to exercise its vote. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of an entity 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 or 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 or her 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 a 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 for 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 or email. However, a proxy received by fax or email may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by 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 of the Association when not in conflict with the Documents. Votes should be tallied by Members appointed by the person presiding over the meeting.

4.12. **Order of Business.** Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Association is as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.13. **Adjournment of Meeting.** At any meeting of the Association, a Majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. **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 consents. The Board may permit Members to vote by any method allowed by Sections 22.160(b) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by Members representing at least a Majority of votes in the Association, or such higher percentage as may be required by the Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of directors.

4.15. **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. Participation in the 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.

ARTICLE 5

RULES

5.1. **Rules.** The Villas Condo Declarant has adopted initial rules and regulations for: (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 Residents; provided, however, that such Rules may not be in conflict with Applicable Law or the Documents. The Board will, at all times, maintain the then current and complete 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 rules and regulations; provided, however, that until the expiration or termination of the Development Period, all amendments to the rules and regulations must be approved in advance and in writing by the Villas Condo Declarant.

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

5.3. **Notice.** In accordance with Section 82.070 of the Texas Property Code, the Board shall provide an Owner of each Unit with a detailed description, if not exact wording, of any proposed amendment to the Rules. Such description may be included in the notice of any annual or special meeting of the Board or the Association if such proposed amendment is to be considered at said meeting.

5.4. **Distribution.** On request from any Member or Resident, the Board will provide a current and complete copy of Rules. Additionally, the Board will, from time to time, distribute copies of the current and complete Rules to Owners and, if the Board so chooses, to non-Member Residents. For purposes of this *Section 5.4*, distribution may be by any means deemed appropriate by the Board, including without limitation personal delivery, online posting or posting on the Property.

ARTICLE 6

ENFORCEMENT

6.1. **Remedies.** The violation of any provision of the Documents gives the Board the right to enforce the Documents as set forth under *Article 16* of the Declaration and the Association's Fine and Enforcement Policy, as the same may be set forth in the Policy Manual and amended from time to time.

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1. **Proof of Ownership.** On request by the Association from time to time, any person who purports to be an Owner or the agent of an Owner must furnish to the Board evidence of ownership of the Unit. A copy of the Recorded deed is the customary evidence. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the Unit or any interest therein. The Association may refuse to recognize a person as a Member unless the requested documentation is provided.

7.2. **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 driver's license number, if any; 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 of the Unit Owner. An Owner must notify the Association within thirty (30) days after he or she 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.

7.3. **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 or her mailing address.

7.4. **Registration of Mortgagees.** Within thirty (30) days after granting a lien against his or her Unit, the Owner must provide the Association with the name and address of the holder of the lien and the loan number. The Owner must notify the Association within thirty (30) days after he or she has notice of a change in the information required by this Section. Also, the Owner will provide the information on request by the Association from time to time.

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 or she is current in the Assessments made or levied against his or her Unit.

7.6. **Compliance with Documents.** Each Owner will comply with the provisions 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 Property was established.

ARTICLE 8

ASSOCIATION RECORDS

8.1. **Records.** The Association will use its best efforts to keep the records required by Section 82.114(a) of the Act, including the following:

- i. detailed financial records that comply with generally accepted accounting principles and that are sufficiently detailed to enable the Association to prepare a resale certificate under Section 82.157 of the Act;
- ii. the plans and specifications used to construct the Regime except for buildings originally constructed before January 1, 1994;
- iii. the condominium information statement prepared under Section 82.152 of the Act and any amendments;
- iv. the name and mailing address of each Unit Owner;
- v. voting records, proxies, and correspondence relating to amendments to the Declaration; and
- vi. minutes of meetings of the Association and Board.

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 for which the certificate is furnished.

8.4 **Audit of Books and Records.** In accordance with Section 82.114(c) of the Act, the Association shall, as a Common Expense, annually obtain an independent audit of the books and records of the Association. Copies of the audit must be made available to the Unit Owners. An audit required by this Section shall be performed by a certified public accountant if required by the Board or a majority vote of the Members of the Association.

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 any other 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 a 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

VILLAS CONDO 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, Appendix "A" of the Declaration governs the number, qualification, and appointment of directors. The initial directors will be appointed by the Villas Condo Declarant and need not be Owners or Residents. Directors appointed by the Villas Condo Declarant may not be removed by the Owners and may be removed by the Villas Condo Declarant only. The Villas Condo Declarant has the right to fill vacancies in any directorship vacated by a Villas Condo Declarant appointee.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. **Authority.** These Bylaws may be amended by a Majority of the Board of Directors.

11.2. **Mortgagee Protection.** In addition to the notices and consents required by these Bylaws, certain actions and amendments require notice to or approval by 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 Mortgagees.

11.3. **Effective.** To be effective, each amendment to the Bylaws must be in writing, reference the names of the Regime and the Association, be signed by at least one (1) officer acknowledging the requisite approval of Board of Directors, and be Recorded.

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

ARTICLE 12

GENERAL PROVISIONS

12.1. **Compensation.** A director, officer, Member, or Resident 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 Resident. Nevertheless,

- i. Reasonable compensation may be paid to a director, officer, Member, or Resident for services rendered to the Association in other capacities.

ii. A director, officer, Member, or Resident may, from time to time, be reimbursed for his or her 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 tokens or demonstrations of appreciation for volunteer activities.

iv. This provision does not apply to distributions to Unit 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 the 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. Invalidation of any provision of these Bylaws, 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 mean 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 will 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 may be deemed to have been abrogated or waived by reason of 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 a 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

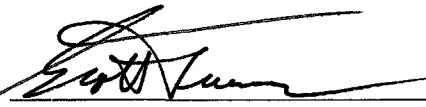
to be in, or not opposed to, the best interests of the Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, as adopted by the initial Board of Directors at its organizational meeting.

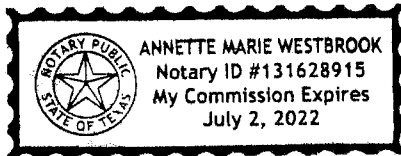
IN WITNESS WHEREOF, I hereunto set my hand this the 17th day of January, 2020.

Kissing Tree Villas Condominiums Association, Inc.,
a Texas nonprofit corporation

By: 
Scott Turner, President

STATE OF TEXAS §
COUNTY OF TRANS §

BEFORE ME, the undersigned authority, on this 17th day of January, 2020, personally appeared, Scott Turner, President of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.



Annette M. Westbrook
Notary Public in and for the State of Texas

ATTACHMENT 3

INITIAL RULES AND REGULATIONS

These Initial Rules and Regulations are established by **CARMA PASO ROBLES LLC**, a Texas limited liability company, for the benefit of **Kissing Tree Villas Condominiums Association, Inc.**, a Texas nonprofit corporation (the “**Association**”). These Initial Rules and Regulations are the “Rules” defined in *Article 1* of the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums, Recorded or to be Recorded in the Official Public Records of Hays County, Texas, as amended from time to time (the “**Declaration**”).

These Rules are in addition to the provisions of the Declaration and Bylaws. By owning or occupying a Unit, each Owner and Resident agrees to abide by these Rules and to comply with the obligations of Owners and Residents under the Declaration and Bylaws of the Association.

Words and phrases defined in the Declaration have the same meaning when used in these Rules. In the event of a conflict between Documents, the hierarchy of authority is as follows: Declaration (highest), Bylaws, and these Rules (lowest). The Association's Board of Directors is empowered to interpret, enforce, amend, and repeal these Rules.

A. COMPLIANCE

- A-1. Compliance. Each Owner will comply with the provisions of these Rules, the other Documents, and policies adopted by the Board to supplement these Rules, as any of these may be revised from time to time. Each Owner, additionally, is responsible for compliance with the Documents by the Residents of his or her Unit, and his or her or their respective relatives, invitees, tenants, agents, employees, or contractors. If a Rule requires or prohibits conduct by an "Owner" or "Resident," each of those terms are deemed to include the other, and applies to all persons for whom an Owner or Resident is responsible. Again, the Owner is ultimately responsible for compliance by all persons using or related to his or her Unit. An Owner should contact the Association if he or she has a question about these Rules. The Association has the right to enforce these Rules against any person on the Property.
- A-2. Additional Rules. Each Resident must comply with any Rules and signs posted from time to time on the Property by the Association. Posted Rules are incorporated in these Rules by reference. Each Resident must comply with notices communicated by the Association, from time to time, in the nature of seasonal or temporary Rules, or notice of a change affecting use of the Property. Temporary Rules are incorporated in these Rules by reference.
- A-3. Variance. Circumstances may warrant a variance of these Rules. To obtain a variance, an Owner must make written application to the Board. The Board's approval of a variance must be in writing, and may be conditioned.
- A-4. Limits. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related Rules, such as the “Community Etiquette” Rules below, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be significant or a community-wide problem. The Association may not be compelled by one Resident to enforce these Rules against another Resident. Residents are expected to deal directly and peaceably with each other about their differences.

- A-5. Filing Complaints. Because the Association is not staffed to monitor the Property for Rules violations, the Association relies on Residents to identify and report violations of these Rules and the Documents, and to monitor compliance with these Rules by violators. The Association also relies on Residents to help keep each other informed about the Rules. Recognizing that a Resident may be reluctant to confront another Resident about a violation, the Association will work with Residents to enforce the Rules. Generally, a complaint must be in writing and must be signed by a Resident or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (1) that cannot be easily and independently verified, (2) for which it did not receive a signed written complaint, (3) for which the complainant will not cooperate with monitoring the violation and compliance, and (4) which the Board does not consider to be significant or community-wide.

B. OBLIGATIONS OF OWNERS AND RESIDENTS

- B-1. Damage. An Owner is responsible for any loss or damage he or she causes to his or her Unit or the Improvements therein, other Units, the personal property of other Residents or their guests, or to the Common Elements.
- B-2. Association Does Not Insure. A person assumes full risk and sole responsibility for placing his or her personal property in or on the Property. Each Resident is solely responsible for insuring his or her personal property in the Unit and on the Property, including his or her furnishings and vehicles. THE ASSOCIATION STRONGLY RECOMMENDS THAT ALL OWNERS AND RESIDENTS PURCHASE AND MAINTAIN INSURANCE ON THEIR PERSONAL BELONGINGS.
- B-3. Risk Management. An Owner may not permit anything to be done or kept in his or her Unit or the Common Elements that is illegal or that may result in the cancellation of insurance on the Property.
- B-4. Reimbursement for Enforcement. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Documents against the Owner, his or her Unit, or persons for whom the Owner is responsible.
- B-5. Reimbursement for Damage. An Owner must promptly reimburse the Association for the cost of damage to the Property caused by the negligent or willful conduct of the Owner or persons for whom the Owner is responsible.
- B-6. No Garage or Estate Sales. Without the Board's prior written permission, no person may conduct at the Property a sale or activity that is advertised or attractive to the public, such as garage sales, car sales, or estate sales. This Section does not apply to marketing the sale or rental of a Unit, unless combined with a prohibited activity.
- B-7. Supervision of Minors. For their own well-being and protection, persons who are legally incompetent or younger than eighteen (18) years must be under the general control and supervision of their parents or guardians at all times while on the Property.

C. OCCUPANCY STANDARDS

- C-1. Danger. As permitted by the federal Fair Housing Act Rules, no Unit may be occupied by a person who constitutes a direct threat to the health or safety of other persons, or whose occupancy would result in substantial physical damage to the property of others.

- C-2. Numbers. The maximum number of persons who may occupy a Unit is (a) two (2) persons per bedroom for those Owners or occupants who have familial status among the other occupants (as such familial status is defined under the Fair Housing Act) or (b) one (1) more person than the number of bedrooms in the Unit when such familial status does not exist. For purposes of these Rules, occupancy means residing in the Unit in excess of thirty (30) continuous days or sixty (60) days total in any twelve (12) month period.

- C-3. Leases. Leases must be made subject to all of the Documents, including these Rules, and an Owner is responsible for providing his or her tenant (an occupant) with copies of all of the Documents and these Rules and notifying him or her of any changes thereto. Each occupant is subject to and must comply with all provisions of the Documents, these Rules, federal and state laws, and local ordinances. Notice of any lease must be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

- C-4. Minors. No person under the age of nineteen (19) years may occupy a Unit unless he lives with an Owner or occupant who is his or her parent, legal guardian, or a designee of his or her parent or legal guardian. Upon request by the Association, an Owner will provide satisfactory proof of the ages and guardian status of any minor occupant.

D. FIRE AND SAFETY

- D-1. Safety. Each Resident is solely responsible for his or her own safety and for the safety, well-being, and supervision of his or her guests and any person on the Property to whom the Resident has a duty of care, control, or custody.

- D-2. Fires. Except for barbecue fires as permitted by these Rules, no exterior fires are permitted on the Property.

- D-3. Grills, Fire Pits and Chimeneas. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. On permitted grills, fire pits and chimeneas, (a) open fires must be supervised at all times; (b) gas tanks must be properly used and maintained; (c) no flames may be higher than the cooking surface; and (d) a grill may not be used near flammable or combustible materials.

- D-4. Intrusion Monitoring. Although the Unit may be wired for intrusion monitoring service, the Association is not the service provider to the Unit, and has no responsibility or liability for the availability for quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.

- D-5. Safety Equipment. No person may use, tamper with, or modify the fire and safety equipment, if any, in the Common Elements of the Property, such as alarms, extinguishers, monitors, and self-

closing gates or doors. This Section may not be construed to require the installation or use of such equipment.

- D-6. Security. The Association may, but is not obligated to, maintain or support certain activities in the Common Elements of the Property designed to make the Common Elements of the Property less attractive to intruders than it otherwise might be. The Association, its directors, committees, Members, agents, and employees will not in any way be considered an insurer or guarantor of security within the Common Elements of the Property, and may not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. Each Owner, Resident, guest, and invitee on the Common Elements of the Property assumes all risk for loss or damage to his or her person, to his or her residence, to the contents of his or her residence, and to any other of his or her property. The Association expressly disclaims and disavows any and all representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any security systems, equipment, or measures recommended, installed, or undertaken.

E. GENERAL USE AND MAINTENANCE OF UNIT

- E-1. Maintenance. Except as may be provided otherwise in the Declaration, an Owner, at his or her expense, will maintain his or her Unit and keep it in good repair.
- E-2. Combustibles. A Resident may not store or maintain, anywhere on the Property – including within a Unit – explosives or materials capable of spontaneous combustion. Notwithstanding the foregoing, gasoline containers five (5) gallons and under and propane tanks for barbecue grills are permitted.
- E-3. Report Malfunctions. A Resident will immediately report to the Board his or her discovery of any leak, break, or malfunction in any portion of the Property which the Association has a duty to maintain. A Resident who fails to promptly report a problem may be deemed negligent, in which case the Owner may be liable for any additional damage caused by the delay.

F. GENERAL USE & MAINTENANCE OF COMMON ELEMENTS

- F-1. Intended Use. Every area and facility in the Property may be used only for its intended and obvious use.
- F-2. Personal Property. The sidewalks, entrances, passages, driveways and similar portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Regime and the Units. No carts, bicycles, carriages, chairs, tables or other similar objects or personal property shall be stored in, on or upon the Common Elements, except in areas, if any, designated for such purposes. All personal property must be stored within an Owner's Unit.
- F-3. Grounds. Unless the Board designates otherwise, Residents may not use or abuse the landscaped areas, lawns, beds, and plant materials on the Common Elements.
- F-4. Abandoned Items. No item or object of any type may be stored, placed, or maintained anywhere on the General Common Elements, except by the Board or with the Board's prior

written consent. Items of personal property found on the General Common Elements are deemed abandoned and may be disposed of by the Board.

G. COMMUNITY ETIQUETTE

- G-1. Courtesy. Each Resident will endeavor to use his or her Unit and the Common Elements in a manner calculated to respect the rights and privileges of other Residents.
- G-2. Annoyance. A Resident will avoid doing or permitting anything to be done that will annoy, harass, embarrass, or inconvenience other Residents or their guests, or the Association's employees and agents.
- G-3. Noise and Odors. Each Resident must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb Residents of other Units.
- G-4. Parties. In planning private social functions at the Property, a Resident should be aware of the potential consequences on the Property's parking resources and on the sensibilities of other Residents.
- G-5. Reception Interference. Each Resident will avoid doing or permitting anything to be done that may unreasonably interfere with the television, radio, telephonic, or electronic reception on the Property.
- G-6. Drones. For purposes of these Rules, a "drone" is defined as any unmanned aerial vehicle. Other than commercial deliveries by drone, the delivery areas for which (if any at all) may be designated from time to time by the Board, the use of any drones, by a Resident in Kissing Tree is strictly prohibited.

H. ARCHITECTURAL CONTROL; WORK UPON UNITS AND COMMON ELEMENTS

- H-1. Work upon Common Elements and Units. Notwithstanding any provision in the Declaration or these Rules to the contrary, no Owner or Resident shall perform or permit to be performed any work to any portion of: (i) the Owner's Unit, which work may require access to, over or through the Common Elements or other Units or (ii) the Common Elements, without the prior consent of the Board of Directors except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Directors prior to commencement of such work, in form satisfactory to the Board of Directors:
 - a. releases of the Board of Directors and the Association for all claims that such Person may assert in connection with such work;
 - b. indemnities of the Board of Directors and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements or other Units;
 - c. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Directors; and

- d. all other information and protections which the Board of Directors may reasonably require.

H-2. Window Treatments. An Owner MAY install window treatments inside his or her Unit, provided:

- a. The window treatment, including drapes, blinds, shades, or shutters, must appear to be (1) clear, (2) white, or (3) a near-white light neutral tone when viewed from outside the Unit.
- b. The use of bed sheets, tablecloths, or other obviously non-drapery fabrics is expressly prohibited, even on a temporary basis.
- c. Aluminum foil, reflective window treatments, window tinting, and window decals or stickers are expressly prohibited.
- d. Window treatments must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

H-3. Prohibited Acts. In addition to the foregoing, a person may not:

- a. Post signs, notices, or advertisements in the Common Elements or in a Unit if the sign is visible from outside the Unit; other than signs permitted by *Section 12.18* of the Declaration.
- b. Hang, shake, or otherwise display linens, clothing, towels, rugs, shoes, mops, bedding, or other similar items from windows, doors, balconies, patios, or passageways.
- c. Have bicycles or similar sporting equipment on balconies or patios.
- d. Install storm or screen doors and windows, including solar screen.

H-4. Villas Condo Reviewer. All proposed improvements and modifications to the Regime must be approved in advance by the Villas Condo Reviewer in accordance with the Declaration.

I. VEHICLE RESTRICTIONS

I-1. Permitted Vehicles. To be permitted on the Property, a vehicle must be operable, and must display a current license tag and inspection sticker. For purposes of these Rules, vehicles include automobiles, motorcycles, motorized bikes, passenger trucks, small vans, and similar passenger vehicles. The following are not permitted on the Property without the Board's consent: trailers, boats, recreational vehicles, buses, large commercial trucks, and industrial vehicles. Motorcycles, motorbikes, or other motorized vehicles may not be operated on the Property except to provide transportation to and from a Unit. Recreational vehicles are not permitted within Kissing Tree for a period of more than twenty-four (24) consecutive hours without the Board's consent.

I-2. Repairs. Washing, repairs, restoration, or maintenance (including oil changes) of vehicles is prohibited on driveways and parking areas, except for emergency repairs, and then only to the

extent necessary to enable movement of the vehicle to a repair facility. Repairs, restoration, or maintenance (including oil changes) of vehicles is permitted to occur inside the Resident's garage.

- I-3. Proper Placement. No vehicle, including motorcycles, may be driven, parked, or placed anywhere on the Property except in designated areas. Motorcycles may not be chained to buildings, fences, or any other part of the Property, unless designated for that purpose.
- I-4. Nuisances. Each vehicle must be muffled and must be maintained and operated to minimize noise, odor, and oil emissions. The use of car horns on the Property is discouraged. No vehicle may be kept on the Property if the Board deems it to be unsightly, inoperable, inappropriate, or otherwise violative of these Rules.
- I-5. Parking. No vehicle may be parked in a manner that impedes or prevents ready access to the Property or driveways. No on-street parking is allowed, unless otherwise approved by the Board. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard. No vehicle may be parked, even temporarily, in fire lanes, or in any area designated as "No Parking." Vehicles parked in violation of the Documents (including this provision) will be towed at the owner's expense.
- I-6. Violations. A vehicle in violation of these Rules may be stickered, wheel-locked, towed, or otherwise removed from the Property by the Board, at the expense of the vehicle's owner. The Association expressly disclaims any liability for damage to vehicles on which the Association exercises these remedies for Rules violations.

J. TRASH DISPOSAL

- J-1. General Duty. Residents will endeavor to keep the Property clean and will dispose of all refuse in receptacles designated specifically by the Association or by the applicable municipality for that purpose. Residents may NOT litter Common Elements.
- J-2. Hazards. Residents may NOT store trash inside or outside his or her Unit in a manner that may permit the spread of fire, odors, or seepage, or encouragement of vermin. Before discarding coals, ashes, logs, or other materials used in barbecue grills or fireplaces, Residents will ensure that the debris is thoroughly cold.
- J-3. Trash and Recycling Containers. Residents will place trash entirely within the designated receptacle, and may not place trash outside, next to, or on top of the receptacle. If a receptacle is full, Residents should locate another receptacle to hold his or her trash. Boxes and large objects should be crushed or broken down before placed in a receptacle. Receptacles are to be closed at all times when not in use. Residents must arrange privately for removal of discarded furnishings or any unusually large volume of debris.

K. PETS

- K-1. Permitted Pets. A Resident may not keep or permit on the Property a pet or animal of any kind, except as permitted by these Rules and the Documents. Subject to these Rules, an Owner or Resident shall be allowed no more than two (2) household pets plus no more than two (2) birds in any Unit.

- K-2. Prohibited Animals. 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 as pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). In addition, no Resident may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of people or other animals. In the event that any regulatory authority (i.e. animal control) determines that an animal within the Property is dangerous or hazardous, then the owner of such animal shall be required to immediately remove the animal from the Property. No animal or house pet may be kept, bred, or maintained for any commercial purpose or for food.
- K-3. Outdoors. No pet is allowed on General Common Elements unless carried or leashed. No pet may be leashed to a stationary object on the Common Elements.
- K-4. Disturbance. Pets must be kept in a manner that does not disturb another Resident’s rest or peaceful enjoyment of his or her Unit or the Common Elements. No pet may be permitted to bark, howl, whine, screech, or make other loud noises for extended or repeated periods of time.
- K-5. Damage. Each Resident is responsible for any property damage, injury, or disturbance his or her pet may cause or inflict. A RESIDENT WHO KEEPS A PET ON THE PROPERTY IS DEEMED TO INDEMNIFY AND AGREES TO HOLD HARMLESS THE BOARD, THE ASSOCIATION, AND OTHER OWNERS AND RESIDENTS, FROM ANY LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATEVER RESULTING FROM ANY ACTION OF HIS OR HER PET OR ARISING BY REASON OF KEEPING OR MAINTAINING THE PET ON THE PROPERTY.
- K-6. Pooper Scooper. Each Resident is responsible for the removal of his or her pet’s wastes from the Common Elements. The Board may levy a fine against a Unit and its Owner each time feces are discovered on the Common Elements and attributed to an animal in the custody of that Unit’s Resident.
- K-7. Removal. If a Resident or his or her pet violates these Rules, or if a pet creates a noise, odor, or other disturbance or nuisance, the Resident or person having control of the animal may be given a written notice by the Board to correct the problem. If the problem is not corrected within the time specified in the notice (not less than ten (10) days), the Resident, upon written notice from the Board, may be required to remove the animal. Each Resident agrees to permanently remove his or her violating animal from the Property within ten (10) days after receipt of a removal notice from the Board.

L. MISCELLANEOUS

- L-1. Parties. In accordance with the terms and provisions of the Documents, any Owner at such Owner’s own expense, the Villas Condo Declarant and the Association will have the right to enforce the provisions of these Rules.
- L-2. Interpretation. In the event of any dispute regarding the effect or application of these Rules, the interpretation of the Board will be final. Neither the Board nor the Association will be responsible for mediating a dispute among Residents.

- L-3. Enforcement and Fines. The Association may enforce these Rules and impose fines for any violation pursuant to the provisions of the Association's Fine and Enforcement Policy, as the same may be set forth in the Policy Manual and amended from time to time.
- L-4. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of these Rules, and may seek recovery for damages for and injunctive relief against the breach of any provision hereof, and may recover attorney's fees and costs associated with such action or lawsuit.
- L-5. Right to Hearing. An Owner may request in writing a hearing by the Board regarding an alleged breach of these Rules by the Owner or any person for whom the Owner is responsible. The Board will schedule a hearing within thirty (30) days after receiving the Owner's written request. At the hearing, the Board will consider the facts and circumstances surrounding the alleged violation. The Owner may attend the hearing in person, or may be represented by another person or written communication.
- L-6. Mailing Address. An Owner who receives mail at any address other than the address of his or her Unit must maintain with the Association his or her current mailing address. Notifications of change of name or change of address should be clearly marked as such. All notices required to be sent to Owners by the Documents may be sent to an Owner's most recent address as shown on the records of the Association. If an Owner fails to provide a forwarding address, the address of that Owner's Unit is deemed effective for purposes of delivery. Any Owner desirous of utilizing email for the purposes of receiving or sending formal notices and correspondence with the Association shall register such Owner's email address (and any updates thereto) with the Association.
- L-7. Revision. These Rules are subject to being revised, replaced, or supplemented, and Owners and Residents are urged to contact the Association to verify the Rules currently in effect on any matter of interest. These Rules will remain effective until ten (10) days after an Owner of each Unit has been given a notice of the amendment or revocation of these Rules.
- L-8. Other Rights. These Rules are in addition to and in no way whatsoever detract from the rights of the Association under the other Documents and Applicable Law.

ATTACHMENT 4

ASSESSMENT COLLECTION POLICY

The Kissing Tree Villas Condominiums is a condominium regime created by and subject to the Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums, Recorded or to be Recorded in the Official Public Records of Hays County, Texas, as it may be amended from time to time (the “**Declaration**”). As a condominium regime, the Kissing Tree Villas Condominiums is also subject to State laws, including Chapter 82 of the Texas Property Code -- the Texas Uniform Condominium Act (the “**Act**”). The operation of the Kissing Tree Villas Condominiums is vested in the Kissing Tree Villas Condominiums Association, Inc. (the “**Association**”), acting through its Board of Directors (the “**Board**”). The Association is empowered to enforce the covenants of the Declaration, including the obligation of owners to pay Assessments. In addition to rights and remedies of the Association under the Declaration, the Act gives the Association, acting through the Board:

1. Authority to impose interest and late charges for late payments of Assessments, and returned check charges. §82.102(a)(12)
2. Authority to adopt and amend rules regulating the collection of delinquent Assessments and the application of payments. §82.102(a)(13);
3. Authority to adopt and amend rules regulating the termination of utility service to a Unit, the Owner of which is delinquent in the payment of an Assessment that is used, in whole or in part, to pay the cost of that utility. §82.102(a)(14);
4. Authority to suspend the voting privileges of or the use of certain General Common Elements by an Owner delinquent for more than thirty (30) days in the payment of Assessments. §82.102(a)(17); and
5. A private power of sale to foreclose the Assessment lien nonjudicially, subject to a limited right of redemption by the Unit Owner. §82.113.

To establish equitable policies and procedures for the collection of delinquent Assessments, the Villas Condo Declarant hereby adopts this policy for the benefit of the Association, as part of the initial project documentation.

SECTION 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay all Assessments. Regular Assessments are due and payable on the first calendar day of each month. Special, Individual, Utility 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 Special, Individual, Utility or Deficiency Assessment is given. Master Assessments are due as required under the Master Declaration.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of a Unit becomes delinquent, it remains delinquent until paid in full – including collection costs and late fees.

- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. on the fifth (5th) calendar day of the month, the Association may levy a late fee of \$25 per month and/or interest of ten percent (10%) per annum from the first day of delinquency until the delinquency is paid in full. After the initial month of delinquency, a late fee of \$25 may be levied on the first day of each month the account is delinquent until the account is current.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may not be waived by the Board, unless a Majority of the directors determines that extraordinary circumstances warrant an adjustment to the account, in which case the adjustment must be described in detail in the minutes of the Board's meeting. Because of the potential for inadvertently effecting a waiver of the policies contained in this policy, the Board will exercise caution in granting adjustments to an Owner's account.

SECTION 2. INSTALLMENTS & ACCELERATION

If a Special or Deficiency Assessment is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of that Assessment. A Special or Deficiency Assessment payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

SECTION 3. PAYMENTS

- 3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, **any payment received by the Association will be applied in the following order, starting with the oldest charge in each category, until that category is fully paid**, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Collection costs and attorneys' fees
- (2) Fines
- (3) Reimbursable expenses
- (4) Late charges and interest
- (5) Delinquent Individual Assessments
- (6) Delinquent Deficiency Assessments

- (7) Delinquent Special Assessments
- (8) Delinquent Utility Assessments
- (9) Delinquent Regular Assessments
- (10) Current Individual Assessments
- (11) Current Deficiency Assessments
- (12) Current Special Assessments
- (13) Current Utility Assessments
- (14) Current Regular Assessments

- 3-B. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.
- 3-C. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Unit's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.
- 3-D. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-E. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

SECTION 4. LIABILITY FOR COLLECTION COSTS

The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency, which amounts are secured by a lien against the Unit.

SECTION 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send one or more written notices of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

- 5-C. Collection by Attorney. After giving the Owner notice of the delinquency, the Association may refer the delinquent account to an attorney for collection. In that event, the defaulting Owner will be liable to the Association for its legal fees and expenses.

- 5-D. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lienholders, including the mortgage company.

- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.

- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

- 5-G. Notice of Lien. The Association may cause a notice of the Association's Assessment lien against the Unit to be publicly Recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may be sent to his or her mortgage holder.

- 5-H. Foreclosure of Lien -- Nonjudicially. The Board may instruct an attorney, officer, or agent of the Association to notify the defaulting Owner of the Association's intent to foreclose its Assessment lien, to post the property for public auction, and to conduct a public auction of the Unit on the steps of the county courthouse in accordance with Applicable Law and the Association's documents. The Board may not foreclose a lien consisting solely of fines or securing money for which the Association has obtained a personal money judgment.

- 5-I. Foreclosure of Lien -- Judicially. The Association may file suit against the Owner for judicial foreclosure of the Association's Assessment lien. This action may be combined with a claim against the Owner's personal liability, for recovery of a money judgment.

- 5-J. Lawsuit for Owner's Personal Liability. Whether or not the Association forecloses the Association's Assessment lien, the Board may file a lawsuit for a personal judgment against the defaulting Owner, and may execute on the judgment.

- 5-K. Possession Following Foreclosure. If the Association purchases the Unit at public auction, the Board may immediately institute actions to recover possession.

- 5-L. Limited Right of Redemption. If the Association buys a Unit at the nonjudicial foreclosure sale of its Assessment lien, the Association's ownership is subject to a ninety (90) day right of redemption by the Owner. The Act's statutory right of redemption does not apply to judicial foreclosures or foreclosures of judgment liens.
- 5-M. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-N. Cancellation of Debt. If the Board deems the debt uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-O. Suspension of Voting Rights. The Association may suspend the voting rights of an Owner whose account with the Association is delinquent for at least thirty (30) days.
- 5-P. Suspension of Use of Certain Facilities or Services. The Association may suspend the use of the any Common Element amenities by an Owner, or his or her tenant, whose account with the Association is delinquent for at least thirty (30) days.

SECTION 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association will exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect assessments under the Association's Documents and Applicable Law.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If, from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Documents, Applicable Law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that two (2) or more persons own a Unit, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one Resident is deemed notice to all Residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

- 6-E. Definitions. Words and phrases used in this policy have the same meanings given to them by the Declaration.
- 6-F. Amendment of Policy. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community-wide publication.

ATTACHMENT 5

FINE AND ENFORCEMENT POLICY

1. Background. This fine policy is based on the requirements of Sec. 82.102(d) and (e) of the Act. To establish policies and procedures for fining under the Act, the Villas Condo Declarant adopts this policy for the benefit of the Association, as part of the initial project documentation.
2. Policy. The Association uses fines to discourage violations of the Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Documents. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation, nor may the Association use fines to the exclusion of other remedies.
3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Documents by the Owner, the Residents of the Unit, and the relatives, guests, employees, and agents of the Owner and Residents. Regardless of who performs the violation, the Association will direct its communications to the Owner, although the Association may send copies of its notices to the Resident.
4. Violation Notice. Except as set forth in *Section 4(c)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner, (at the Owner's last known address as shown in the Association records)("Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's written violation notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the Rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of the Act; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:
 - a. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
 - b. Repeat Violation – No Cure within 12 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within

the preceding twelve (12) months but has not cured the violation, then the Owner will be fined pursuant to the Schedule of Fines to be adopted from time to time by the Board (the “**Schedule of Fines**”).

- c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
 - d. 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.
5. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the “**Request**”) to the Association’s manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice.
 6. 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.
 7. 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.
 8. Minutes of Hearing. The minutes of the hearing must contain a statement of the results of the hearing and the amount of fine, if any, imposed, or abatement action, if any, authorized. A copy of the Violation Notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the hearing, the notice requirement will be deemed satisfied.
 9. Levy of Fine. The Association must notify an Owner of a levied fine or damage charge no later than the thirtieth (30th) day after the date of the levy under Section 82.102(e) of the Act. A fine levied at a hearing requested by the Owner at which the Owner is present shall satisfy the notice requirement if the Board announces its decision to the Owner at the hearing. Otherwise, any fine or damage charge levied shall be reflected on the Owner’s periodic statement of account or delinquency notices so long as such periodic statement or notice is provided to the Owner not later than the thirtieth (30th) day after the date the fine or damage charge is levied by the Board.
 10. Amount. The Association 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. The Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its

meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Documents. If the Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.

11. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
12. Collection of Fines. The Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Association may not foreclose its Assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines. The Board may adopt a collection policy that applies Owners' payments to unpaid fines before retiring other types of Assessments.
13. 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.
14. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Association newsletter or other community wide publication.

ATTACHMENT 6

SECURITY POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Kissing Tree Master Covenant recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time.

1. Purpose. The purpose of this Security Policy is to facilitate proper identification of residents and guests of Kissing Tree and within the Kissing Tree community. Unless otherwise specified, each Owner and occupant within Kissing Tree must be issued and maintain a Security ID (as defined below). Use of any Kissing Tree amenity is limited to Owners, occupants, and their guests. This Security Policy regulates the use of Kissing Tree amenities and limits use by non-Owners and occupants.

2. Identification Cards. Proper identification is required to use any Kissing Tree amenities other than facilities open to the public, which are excluded from the requirements of this Security Policy. There are three types of Kissing Tree Security IDs:

(a) Owner Security IDs. The Association shall issue a Kissing Tree access card, fob, or device (the "Security ID") to each Owner or occupant within Kissing Tree. An Owner shall receive the number of Security IDs for each Owner and for each Resident over the age of nineteen (19) residing with Owner. Any tenant of an Owner shall receive a Security ID upon registering the lease with the Association and the Security ID shall only be valid for the term of the initial lease term and may be renewed upon renewal of the lease. Any Owner or occupant within Kissing Tree must have the Security ID in their possession in order to use any of the Kissing Tree amenities.

(b) Overnight or Extended Stay Guests. All guests of Owners or occupants over the age of nineteen (19) must obtain and have in their possession a guest Security ID to use any Kissing Tree amenities, except as otherwise authorized by the Board. An Owner or occupant must procure such Security ID for its guests from the Association and may be secured in advance of the guests' visit. A maximum of six (6) guest Security IDs at any one time shall be permitted for each Kissing Tree residence at one time. The Security ID shall only be valid for the period of visitation.

(c) Day Pass. A day pass Security ID may be issued for a specific guest for a specific date only, and can be obtained from the Association. A maximum of six (6) guest Security IDs may be issued per day (unless otherwise permitted pursuant to any reserved facility or amenity policy by which Owners or occupants have secured an amenity facility to host a party, meeting or other permitted group activity). The Board may establish a schedule of use fees for these passes, and may allow each Owner or occupant a specific number of free passes per year. The pass fee, if any, must be paid at the time of procurement.

3. Guests under 19 Years of Age. An Owner or occupant (so long as such occupant is over the age of nineteen (19)) must accompany all visitors under the age of nineteen (19) who use any Kissing Tree amenity.

4. Owner and Occupant Responsibility. Owners and occupants shall be held accountable and responsible under the Documents for the actions and conduct of or any damage caused by their guests.

5. Verification. Employees or other authorized representatives of the Association are authorized to require all users of any amenities to show their Security ID upon request.

6. Unauthorized Persons. Owners, occupants and their guests are encouraged to bring to the attention of any security services personnel, employees or other authorized representatives of the Association any unauthorized person using or within or on the Kissing Tree amenities. Should the unauthorized person refuse to leave, the unauthorized person will be considered a trespasser on Association property and appropriate legal steps will be taken to involve law enforcement personnel to assist in the removal of the unauthorized person. Any Owner or occupant assisting in the unauthorized use of facilities may be subject to suspension of such Owner's or occupant's rights to use the Kissing Tree amenities, as further set forth in the Fine and Enforcement Policy.

ATTACHMENT 7

HOUSING FOR OLDER PERSONS ACT POLICY

Terms used but not defined in this policy shall have the meaning subscribed to such terms in that certain Kissing Tree Master Covenant or that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, as applicable, both as recorded in the Official Public Records of Hays County, Texas, and as the same may be amended from time to time.

Restrictions regulating the sales and occupancy of the Units at the Kissing Tree Villas Condominiums are contained in that certain Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, as amended from time to time. The Board hereby adopts this Housing for Older Persons Act Policy to supplement such restrictions and establish policies and procedures to comply with the Fair Housing Act and specifically, the Housing for Older Persons Act of 1995, as it may be amended ("**HOPA**"). To the extent any provision within this policy is in conflict with HOPA or any Applicable Law, such provision shall be modified to comply with Applicable Law.

1. Age Verification Procedure. Pursuant to *Article 2* of the Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, the Association will comply with the following procedures for maintaining age records within the Kissing Tree Villas Condominiums and ensuring compliance with HOPA:

- i) Upon closing of the sale of each Unit, the Owner shall be required to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents of comparable reliability to verify birth date and age.
- ii) Upon the lease of a Unit to a new occupant, the occupant shall be required to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents of comparable reliability to verify birth date and age.
- iii) On a monthly basis, the manager will conduct surveys of Owners and occupants who have resided within the Kissing Tree Villas Condominiums for a period of two (2) years to verify compliance with HOPA and the Documents.
- iv) The Board and/or manager shall maintain age records of Owners and occupants with the records of the Association.

2. Use of Amenities. The Board may designate specific amenities, Common Areas, or Special Common Areas within the Development for use only by Age Qualified Occupants. Additionally, the Board may specify certain locations and limited time periods for use of such amenities, Common Areas, or Special Common Areas by non-Age Qualified Occupants.

ATTACHMENT 8

OAK WILT POLICY

I. Oak Wilt.

A. Disclosure of Information Regarding Oak Wilt. Oak Wilt is a disease that has long been recognized as causing massive tree losses in the Texas Hill Country. It has now been identified in 55 Texas counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed through Texas A&M University which involves the use of cultural and chemical controls. Live oak, Shumard red oak, Southern red oak, Spanish oak, blackjack oak, pin oak and water oak are native oak species that are susceptible to the oak wilt fungus. They are members of the red oak group and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks, white oaks and post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die.

B. Identification. Foliar symptoms can be identified from yellowing or browning of veins of the leaves. Additionally, veinal necrosis, interveinal chlorosis and tipburn are also symptoms of oak wilt. For further identification information, see AgriLIFE Extension Texas A&M System Tubakia (Actinopelte) Leaf Spots on Oaks leaflet, attached hereto as Exhibit "A." Upon identification, either by self-diagnosis or notification by the Association, an Owner must follow the procedures set forth in this policy to prevent the spread of Oak Wilt.

C. Treatment/Prevention.

- (1) *Isolation.* In order to prevent the transmission of Oak Wilt, an Owner shall create a barrier by digging a trench of a minimum depth of 48" in order to isolate the infected tree.
- (2) *Treatment.* Owner shall either remove the dead/infected tree or shall be chemically treated at the sole discretion of a recommended arborist professional.
- (3) *Pruning.* Oak tree pruning is prohibited from February 1st to June 30th as this is the period in which trees are most at risk of infection. Pruning of trees shall be performed when possible from July 1st to January 1st. Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound). Additionally, it is recommended that pruning tools and blades be sterilized prior to and in between cutting any oak trees as a precaution.
- (4) *Firewood.* Firewood originating from oak trees shall be stored away from healthy trees to prevent the spread of the disease. It is recommended the firewood be covered and sealed by a clear plastic to prevent disease-baring insects from escaping.

II. Enforcement.

A. Parties. In accordance with the terms and provisions of the Documents for Kissing Tree, as defined under the Kissing Tree Master Covenant, recorded in the Official Public Records for Hays

County (the “**Master Covenant**”), any Owner at such Owner’s own expense, Carma Paso Robles, LLC, a Texas limited liability company (the “**Declarant**”), and Kissing Tree Master Community, Inc., a Texas nonprofit corporation (the “**Association**”), each and all have the right to enforce the provisions of this policy.

B. Interpretation. In the event of any dispute regarding the effect or application of this policy, the interpretation of the Board of the Association will be final.

C. Nuisance. Every act or omission whereby any provision of this policy is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner’s own expense), Declarant, the Association or Hays County or other applicable governmental authority.

D. Self-Help. Any Owner who fails to undertake the requirements set forth herein resulting in trees on an Owner’s Lot in violation of this policy or may be treated for Oak Wilt by the Association, who has the authority to enter into and upon an Owner’s Lot to treat such trees and the cost of which shall be at the expense of the Owner as permitted under the Master Covenant and other applicable provisions of the Documents, including the Fine and Enforcement Policy set forth in the Policy Manual for the Association. The Association expressly disclaims any liability for damage to property on which the Association exercises this self-help remedy as further set forth in the Master Covenant.

E. Fines. The Association may impose fines for violation of the provisions of this policy pursuant to the provisions and procedures of the Association’s Fine and Enforcement Policy.

F. Legal Action. The Association may initiate, defend or intervene in any action or lawsuit brought to enforce any provision of this policy, and may seek recovery for damages for an injunctive relief against the breach of any provision hereof and may recover attorney’s fees and costs associated with such action or lawsuit.

Any questions regarding this policy should be directed to the Association’s community manager.

EXHIBIT "A"



PLPA-102

Extension Plant Pathology
<http://sickplants.tamu.edu>



Tubakia (Actinopelte) Leaf Spot on Oaks

This disease can occur on many species of oak, but are most prevalent on red oaks.

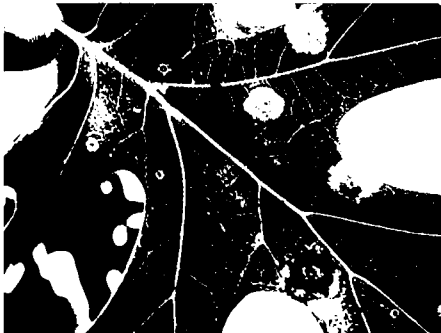
CAUSAL AGENT

Tubakia (formerly known as *Actinopelte*) *dryina* (fungus)

The fungus survives over the winter in affected twigs and foliage. In the following growing year, overwintering spores of this fungus are disseminated by wind and rain-splashing.

ENVIRONMENTAL CONDITIONS

This disease is most severe in late summer and early fall. This disease is more prevalent during years that are wet. Also, this disease often occurs on oak trees that are under various stresses such as nutritional deficiencies, in particular iron deficiency. Newly transplanted trees are more susceptible to attacks by this fungus than well-established trees.



SYMPTOMS

Leaf spots are circular in shape with a diameter of ¼ - ½ inches, and are dark to reddish brown in color. Spots may coalesce to form irregular blotches. Spots are also typically surrounded by a chlorotic (yellowing) halo. Severe infected leaves prematurely defoliate.



MANAGEMENT

Determine the stress factors that may be predisposing the oak tree to this fungal pathogen. If possible, correct the conditions to minimize stress on the tree. With newly transplanted tree, ensure proper mulching and fertilization to encourage establishment. Infected leaves should be collected and destroyed to minimize the spread of the disease. Removal of some branches to increase air movement will also help minimize incidences of tubakia leaf spot. Trees that are severely defoliated by this fungus should be fertilized slightly more than normal to stimulate new growth. Although chemical treatments are not warranted, several broad spectrum fungicides are available for use as a preventative measure. For more information, please contact your local Extension county agent.

Prepared by Dr. Kevin Ong
 Assistant Professor and Extension Urban Plant Pathologist
 Texas AgriLife Extension Service; The Texas A&M University System
 August 27, 2002 (rev.032508)

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 Educational programs of the Texas AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin.
 The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating

ATTACHMENT 9

MOLD POLICY

Terms used but not defined in this policy shall have the meaning subscribed to such terms in that certain Kissing Tree Development Area Declaration and Declaration of Condominium Regime for the Kissing Tree Villas Condominiums, as recorded in the Official Public Records of Hays County, Texas, and as may be amended from time to time.

I. Recitals.

A. Background. Because of extensive news coverage in recent years relating to mold, the public and the insurance industry have a heightened awareness of and sensitivity to anything pertaining to mold. In a condominium context, the mold issue has numerous facets.

B. Mold Information. In adopting this policy, the Association relies on information about mold obtained from government sources, including the “Mold” website sponsored by the U. S. Environmental Protection Agency at <https://www.epa.gov/mold>. As stated in the “Tips and Techniques” section of the EPA Mold site (accessible at <https://www.epa.gov/mold/mold-cleanup-your-home#TipsandTechniques>):

What are the basic mold clean-up steps?

1. *The key to mold control is moisture control.*
2. *Scrub mold off hard surfaces with detergent and water, and dry completely.*
3. *Fix plumbing leaks and other water problems as soon as possible. Dry all items completely.*
4. *Absorbent or porous materials, such as ceiling tiles and carpet, may have to be thrown away if they become moldy. Mold can grow on or fill in the empty spaces and crevices of porous materials, so the mold may be difficult or impossible to remove completely.*
5. *Avoid exposing yourself or others to mold. (See discussions What to Wear When Cleaning Moldy Areas and Hidden Mold at the EPA website here: <https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>)*
6. *Do not paint or caulk moldy surfaces. Clean up the mold and dry the surfaces before painting. Paint applied over moldy surfaces is likely to peel.*
7. *If you are unsure about how to clean an item, or if the item is expensive or of sentimental value, you may wish to consult a specialist. Specialists in furniture repair, restoration, painting, art restoration and conservation, carpet and rug cleaning, water damage, and fire or water restoration are commonly listed in phone books. Be sure to ask for and check references. Look for specialists who are affiliated with professional organizations.*

C. Owner/Occupant Duty. Because the Association does not have continual access to Units, the Association relies on Owners and occupants to control the moisture levels in their Units, and to promptly identify and report water leaks and water penetrations in their Units. That a Unit is vacant or occupied by a person other than the Owner does not relieve the Owner from fulfilling his obligations to the Association and to the Owners of other Units.

D. Insurance. On the date of this Mold Policy, property insurance available to the Association does not include coverage of mold at a price that is affordable. An Owner who wants insurance coverage with respect to mold and mold-related damages is advised to purchase such insurance coverage as part of its homeowner's insurance policy.

E. Mold Reminders. Mold spores are a natural component of our environment. Mold spores are everywhere—in the outside air and inside of Units. In addition to air-borne mold, visible surface mold is a common occurrence in wet areas, such as showers. Air quality tests for mold are capable of being unreliable as determinates of a health problem.

II. Rules.

A. Inspect for Surface Mold. Each Owner and occupant will regularly inspect their entire Unit (including inside closets and cabinets and behind furniture and appliances) for visible surface mold and will promptly remove same using procedures recommended by an appropriate source, such as the U. S. Environmental Protection Agency (<https://www.epa.gov>). Similarly, the Owner and occupant will be alert to odors associated with mold, and will try to locate the source of such odor when detected.

B. Inspect for Water Leaks. Each Owner and occupant will regularly inspect their entire Unit (including inside closets and cabinets and behind furniture and appliances) for leaks, breaks, or malfunctions of any kind that may emanate from or cause damage to the Common Elements or another Unit. When possible, such inspection will be performed after rains when leaks from wind-driven rain are most likely to be evident. Typical indicators of water penetration problems include water leaks around windows, doors, flues, and vents; standing water on a floor; water stains on ceilings and walls.

C. Monitor Water Appliances. Each Owner and occupant is responsible for the inspection, maintenance, repair, and replacement of all water-using appliances and fixtures in the Unit or serving the Unit exclusively, such as dishwashers, water heaters, washing machines, ice-makers, toilets, air conditioning drip pans, and shower pans. The Owner is solely responsible for any damage to the Owner's Unit, another Unit, or the Common Elements from the appliances and fixtures in the Owner's Unit or serving the Owner's Unit exclusively, regardless of the nature or exact location of the water source.

D. Report. Each Owner and occupant will promptly report to the Association the discovery of any leak, break, or malfunction in any portion of the Owner's Unit or the adjacent Common Elements for which the Association has a maintenance responsibility. The origin of a water leak can be difficult to locate and may require repeated attempts to repair. The failure of the Association or its contractors to effectively stop a water leak on the first repair attempt is not uncommon and must not dissuade an Owner or occupant from re-reporting the leak on its next occurrence. The failure by an Owner and occupant to promptly report a water leak or water penetration problem may be deemed negligence, thereby making the Owner and occupant liable for any additional damage caused by the delay.

E. **Mitigate.** To mitigate damage from water leaks and penetrations, and to discourage mold, the Owner or occupant of a Unit that experiences a water leak or penetration must promptly dry, clean, and disinfect the wet area. If the water penetration is inside a wall cavity or above a ceiling, the Owner or occupant must inform the Association or its manager immediately.

F. **Humidity.** To discourage mold in a Unit, the Owner or occupant should maintain an inside humidity level under sixty percent (60%). If condensation or moisture collects on windows, walls or pipes, the Owner or occupant should promptly dry the wet surface and reduce the moisture/water source. Condensation can be a sign of high humidity.

G. **Negligence.** The failure to promptly and properly repair a water-related problem in a Unit may be deemed negligence by the Owner, who may be liable for any additional damage caused by the failure or the delay.

III. Information. For more information about mold, please consult a reliable source, such as “A Brief Guide to Mold, Moisture, and Your Home,” a brochure published by the U. S. Environmental Protection Agency and which is available on the EPA website at the following address: <https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home>.

ATTACHMENT 10**STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS**

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Kissing Tree Master Covenant recorded in the Official Public Records of Hays County, Texas, as the same may be amended from time to time (the "Master Covenant").

1. Dedictory Instruments. As set forth in Texas Property Code Section 202.001, "dedictory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Master Covenant, any Development Area Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedictory instrument" is referred to in this notice, the Master Covenant, and the Development Area Declaration and Declaration of Condominium Regime as the "Documents."
2. Recordation of All Documents. The Association shall file all of the Documents in the real property records of each county in which the property to which the Documents relate is located. Any dedicatory instrument comprising one of the Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.
3. Online Posting of Documents. The Association shall make all of the Recorded Documents relating to the Association or Development available on a website if the Association or a management company, on behalf of the Association, maintains a publicly accessible website.

ATTACHMENT 11**CERTIFICATION AND ACKNOWLEDGMENT**

As the Villas Condo Declarant of the Kissing Tree Villas Condominiums and the initial and sole member of Kissing Tree Villas Condominiums Association, Inc. (the "**Association**"), I certify that the foregoing Kissing Tree Villas Condominiums Policy Manual was adopted for the benefit of the Association as part of the initial project documentation for the Kissing Tree Villas Condominiums, located in Hays County, Texas. This Policy Manual becomes effective when Recorded.

SIGNED on this 20 day of January, 2020.

VILLAS CONDO DECLARANT:

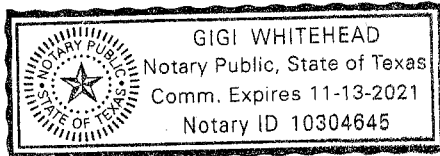
CARMA PASO ROBLES LLC,
a Texas limited liability company

By: [Signature]
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 20 day of January, 2020, by Chad Matheson, Chief Financial Officer, of **CARMA PASO ROBLES LLC**, a Texas limited liability company on behalf of said limited liability company.

(SEAL)



[Signature]
Notary Public Signature

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20009818 RESTRICTIONS
03/13/2020 02:35:43 PM Total Fees: \$254.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

A handwritten signature in cursive script that reads "Elaine H. Cárdenas".

NOTICE OF DEDICATORY INSTRUMENTS
for
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

The undersigned, being the authorized representative of Kissing Tree Villas Condominiums Association, Inc. ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:
 - a. Kissing Tree Villas Condominiums, a condominium regime located in Hays County, Texas as described in the "Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted]" recorded in the Official Public Records of Real Property of Hay County, Texas under Clerk's File No. 20009700.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents are as follows:
 - a. Documents:
 - (1) Kissing Tree Master Covenant.
 - (2) First Amendment to Master Covenant.
 - (3) Second Amendment to Master Covenant.
 - (4) Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums (Age-Restricted).
 - (5) First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums (Age-Restricted).
 - (6) Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums (Age-Restricted).

 - b. Recording Information:
 - (1) Hays County Clerk's File No. 16036339.
 - (2) Hays County Clerk's File No. 19007296.
 - (3) Hays County Clerk's File No. 20002310.

- (4) Hays County Clerk's File No. 20009700.
- (5) Hays County Clerk's File No. 20045414.
- (6) Hays County Clerk's File No. 20053937.

3. Other Dedicatory Instruments: In addition to the Restrictive Covenants identified in Paragraph 2 above, the following documents are Dedicatory Instruments governing the Association which were previously recorded in the Official Public Records of Real Property of Hays County, Texas:

a. Document:

- (1) Kissing Tree Community Enhancement Covenant.
- (2) Kissing Tree Adoption of Reserve Fund Contribution Kissing Tree Villas Condominiums [Age-Restricted].
- (3) Kissing Tree Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted].
- (4) Kissing Tree Villas Condominiums [Age-Restricted] Policy Manual.

b. Recording Information:

- (1) Hays County Clerk's File No. 16036502.
- (2) Hays County Clerk's File No. 20009941.
- (3) Hays County Clerk's File No. 20002731.
- (4) Hays County Clerk's File No. 20009818.

4. Dedicatory Instruments: In addition to the Dedicatory Instruments identified in Paragraph 3 above, the following documents are Dedicatory Instruments governing the Association:

- a. Display of Religious Items Policy for Kissing Tree Villas Condominiums Association, Inc.
- b. Document Retention Policy for Kissing Tree Villas Condominiums Association, Inc.
- c. Open Records Policy for Kissing Tree Villas Condominiums Association, Inc.

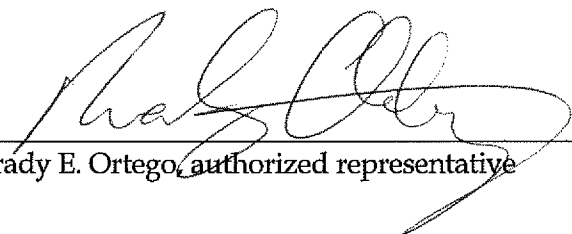
True and correct copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Hays County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Notice is true and correct and that the copies of the Dedicatory Instruments attached to this Notice are true and correct copies of the original.

Executed on this 29th day of December, 2021.

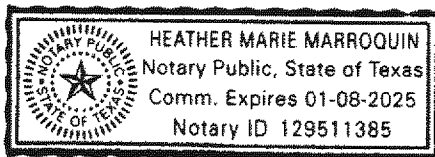
**KISSING TREE VILLAS CONDOMINIUM
ASSOCIATION, INC.**

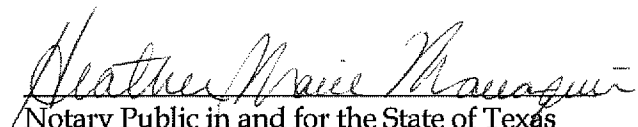
By:


Brady E. Ortego, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

BEFORE ME, the undersigned notary public, on this 29th day of December, 2021 personally appeared Brady E. Ortego, authorized representative of Kissing Tree Villas Condominiums Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.




Notary Public in and for the State of Texas

DISPLAY OF RELIGIOUS ITEMS POLICY
for
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.

STATE OF TEXAS §
 §
 COUNTY OF HAYS §

I, John C. Mastin, Secretary of Kissing Tree Villas Condominiums Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 6th day of December, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Display of Religious Items Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Document Retention Policy is that property restricted by the Development Area Declaration of Condominium Regime for Kissing Tree Villas Condominiums, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20009700 in addition to the Master Covenant recorded in the Official Public Records of Real Property of Hays County, Texas under County Clerk's File No. 16036339, as have been or may be amended and/or supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Section 202.018 of the Texas Property Code (the "**Code**") gives owners and residents certain statutory rights to install religious items subject to the right of the Association to adopt certain rules and regulations regulating the religious items and placement.

3. The Board of Directors of the Association desires to adopt a display of religious items policy consistent with the provisions of Section 202.018 of the Code.

4. This Display of Religious Items Policy replaces and supersedes any previously recorded or implemented policy that addresses the subjects contained herein, if any, adopted by the Association.

POLICY:

Owners and residents are generally permitted to display or affix one or more religious items on the owner's or resident's property or dwelling, the display of which is motivated by the owner's or resident's sincere religious belief.

Villas Condo Reviewer Application Required. Before a religious display contemplated by the Code is displayed or affixed on an owner's or resident's property, an application must be

submitted to the Villas Condo Reviewer and approved in writing in accordance with the Declaration. The following information must be included with the application:

- a. Type and description of religious display;
- b. Site plan indicating the location of the proposed religious display with respect to any applicable building line, right-of-way, setback or easement on the owner's or resident's property.

Notwithstanding the foregoing, the following displays shall not require Villas Condo Reviewer approval. All other religious displays shall require Villas Condo Reviewer approval as set forth above.

- a. One or more religious items displayed or affixed on the entry of an owner's or resident's dwelling, not exceeding twenty-five (25) square inches, shall not require Villas Condo Reviewer approval.
- b. Seasonal holiday decorations which are temporary and commonly associated with a seasonal holiday may be displayed no more than thirty days before and thirty days after the seasonal holiday in question. The Board has the sole discretion to determine what constitutes a seasonal holiday decoration. Should an owner or resident desire to permanently display a religious display, an application is required as set forth above.

The display or affixing of a religious item on the owner's or resident's property or dwelling is prohibited under the following circumstances:

1. The item threatens the public health or safety;
2. The item violates a law other than a law prohibiting the display of religious speech;
3. The item contains language, graphics or any display that is patently offensive to a passerby for reasons other than its religious content;
4. The item is installed on property:
 - a. owned or maintained by the Association; or
 - b. owned in common by members of the Association.
5. The item violates any building line, right-of-way, setback or easement that applies to the religious item pursuant to a law or the Association's dedicatory instruments; or
6. The item is attached to a traffic control device, street lamp, fire hydrant or utility sign, pole or fixture.

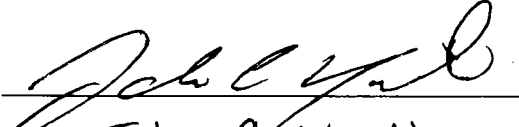
Any installation not in compliance with this Policy will be considered a violation of the

dedicatory instruments governing the community.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Display of Religious Items Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

TO CERTIFY which witness my hand this the 15th day of December, 2021.

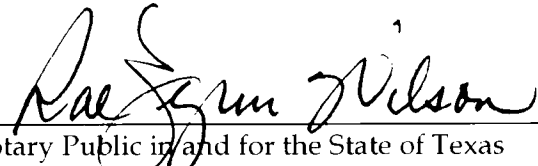
Kissing Tree Villas Condominiums Association, Inc.

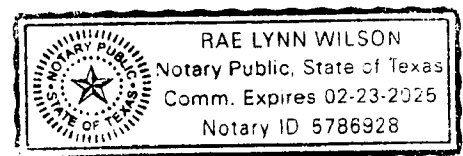
By: 
Printed: John C. Mastin

Its: Secretary

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

BEFORE ME, the undersigned notary public, on this 15th day of December, 2021 personally appeared John C. Mastin, Secretary of Kissing Tree Villas Condominiums Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



DOCUMENT RETENTION POLICY
for
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF HAYS §

I, John C. Mastin, Secretary of Kissing Tree Villas Condominiums Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 6th day of December, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Document Retention Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Document Retention Policy is that property restricted by the Development Area Declaration of Condominium Regime for Kissing Tree Villas Condominiums, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20009700 in addition to the Master Covenant recorded in the Official Public Records of Real Property of Hays County, Texas under County Clerk's File No. 16036339, as have been or may be amended and/or supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Chapter 82 of the Texas Property Code was amended to add Section 82.1141(l) to set forth document retention procedures and to require condominium unit owners' associations to adopt and record document retention policies consistent with the procedures set forth in the statute.

3. The Board of Directors of the Association desires to adopt a policy relating to the retention of various types of financial and other records of the Association.

4. This Document Retention Policy replaces and supersedes any previous records retention policy, if any, adopted by the Association.

POLICY:

This Policy provides for the future systematic review, retention, and destruction of documents received or created by the Association in connection with the transaction of the Association's business. This Policy covers all records and documents, regardless of physical form,

and contains guidelines for how long certain documents should be kept and how records should be destroyed.

It is the policy of the Association to retain the records of the Association listed below for the periods of time set forth below. Documents that may not be specifically listed will be retained for the time period of the documents most closely related to them as listed below. Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types listed below will be maintained for the identified time period. Provided, however, at the option of the Board of Directors, documents may be retained for a longer period of time. As used herein, "records" means documents originated or obtained by the Association in connection with its operations, whether a paper document or a document in electronic form.

1. Retention Periods.

DOCUMENT TYPE	DEFINED	TIME PERIOD	EXCEPTION
Account Records of Current Owners	Member assessment records	Five (5) years	Unless period of ownership exceeds five (5) years, then retain last five (5) years.
Audit Records	Independent Audit Records	Seven (7) years	
Bylaws	And all amendments	Permanently	
Certificate of Formation	And all amendments	Permanently	
Contracts	Final contracts between the Association and another entity	Later of completion of performance or expiration of the contract term plus four (4) years	
Financial Books & Records	Year End Financial Records and supporting documents	Seven (7) years	
Minutes of Board & Owners Meetings	Board minutes and written consents in lieu of a meeting; Annual and special member meetings	Seven (7) years	

Voting records, proxies and correspondence relating to amendments to Declaration	All amendments to Declaration	Permanently	
Restrictive Covenants	And all amendments	Permanently	
All Other Dedicatory Instruments¹	And all amendments	Permanently	
Condominium Information Statement	And all amendments	Permanently	
Plans and specifications for construction of condominium buildings	And all amendments	Permanently	
Tax Returns	Federal and State Income and Franchise Tax Returns and supporting documentation	Seven (7) years	

2. Destruction of Documents.

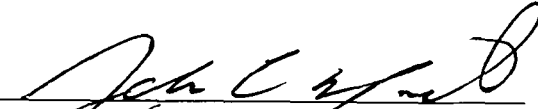
The documents listed in Section 1 above, will be destroyed as soon as practicable when the applicable retention period expires. Destruction of paper documents will be by shredding, bagging and trash pick-up, unless another method of destroying the documents is approved by the Board of Directors of the Association. Destruction of electronic documents will be by deletion from hard disks and reformatting of removable disks. Provided, however, immediately upon learning of an investigation or court proceeding involving an Association matter, all documents and records (both hard copy and electronic, including e-mail) related to the investigation or proceeding must be preserved; this exception supersedes any established destruction schedule for the records in question to the contrary.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Document Retention Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

¹ As defined by § 82.003(a)(11-a) of the Texas Property Code.

TO CERTIFY which witness my hand this the 15th day of December, 2021.

Kissing Tree Villas Condominiums Association, Inc.

By: 

Printed: John C. Mastin

Its: Secretary

THE STATE OF TEXAS

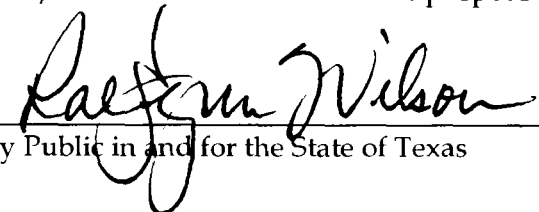
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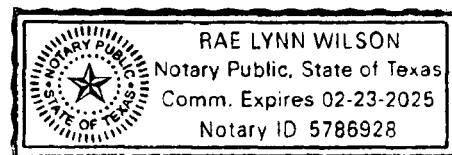
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COUNTY OF HAYS

§

BEFORE ME, the undersigned notary public, on this 15th day of Dec., 2021 personally appeared John C. Mastin, Secretary of Kissing Tree Villas Condominiums Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.


Notary Public in and for the State of Texas



OPEN RECORDS POLICY
for
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.

THE STATE OF TEXAS §
 §
 COUNTY OF HAYS §

I, John C. Mastin, Secretary of Kissing Tree Villas Condominiums Association, Inc. (the "**Association**"), do hereby certify that at a meeting of the Board of Directors of the Association (the "**Board**") duly called and held on the 6th day of December, 2021, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following Open Records Policy was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The property encumbered by this Open Records Policy is that property restricted by the Development Area Declaration of Condominium Regime for Kissing Tree Villas Condominiums, recorded in the Official Public Records of Real Property of Harris County, Texas, under Clerk's File No. 20009700 in addition to the Master Covenant recorded in the Official Public Records of Real Property of Hays County, Texas under County Clerk's File No. 16036339, as have been or may be amended and/or supplemented from time to time (collectively, the "**Declaration**"), and any other property which has been or may be subsequently annexed thereto and made subject to the authority of the Association.

2. Chapter 82 of the Texas Property Code was amended to add Section 82.1141 to set forth open records procedures and to require condominium unit owners' associations to adopt and record open records policies consistent with the procedures set forth in the statute.

3. The Board of Directors of the Association desires to adopt an open records policy consistent with the provisions of Section 82.1141 of the Texas Property Code.

4. This Open Records Policy replaces and supersedes any previous open records policy, if any, adopted by the Association.

POLICY:

It is the policy of the Association to make the books and records of the Association, including financial records, open to and reasonably available for examination by an Owner, or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant (the "**Owner's Representative**") in accordance with the following provisions:

1. **Request.** An Owner or the Owner's Representative must submit a written request for access or information. The written request must:

- a. be sent by certified mail to the mailing address of the Association or to the authorized representative of the Association as reflected on the most current Management Certificate of the Association filed of record in accordance with Section 82.116 of the Texas Property Code;
- b. describe with sufficient detail the books and records of the Association that are requested; and
- c. state whether the Owner or the Owner's Representative elects to inspect the requested books and records before obtaining copies or have the Association forward copies of the requested books and records.

2. **Election to Inspect.** If an inspection is requested, the Association must send written notice to the Owner or the Owner's Representative of dates during normal business hours that the Owner or the Owner's Representative may inspect the requested books and records. Such written notice must be sent on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4 below.

3. **Election to Obtain Copies.** If copies of the identified books and records are requested, the Association must produce copies of the requested books and records on or before the tenth (10th) business day after the date the Association receives the request, unless the Association sends a notice to the Owner or Owner's Representative in accordance with Section 4.

4. **Inability to Produce Records Within 10 Days.** If the Association is unable to produce requested books and records on or before the tenth (10th) business day after the date the Association receives the request, the Association must provide written notice to the Owner or the Owner's Representative that:

- a. informs the Owner or the Owner's Representative that the Association is unable to produce the requested books and records on or before the tenth (10th) business day after the date the Association received the request; and
- b. states a date by which the requested books and records will be sent or made available for inspection, which date shall not be later than the fifteenth (15th) business day after the date such notice is given.

5. **Extent of Books and Records.** The Association must produce books and records requested by an Owner or an Owner's Representative to the extent those books and records are in the possession, custody or control of the Association.

6. **Time of Inspection; Copies.** If an inspection of books and records is requested or required, the inspection will take place at a mutually agreed upon time during normal business hours. At the inspection, the Owner or the Owner's Representative may identify the books and records to be copied and forwarded. The Association must thereafter make copies of such books and records at the cost of the Owner and forward them to the Owner or the Owner's Representative.

7. **Format.** The Association may produce books and records requested by an Owner or an Owner's Representative in hard copy, electronic or other format reasonably available to the Association.

8. **Costs.** The Association may charge an Owner for the compilation, production or reproduction of books and records requested by the Owner or the Owner's Representative, which costs may include all reasonable costs of materials, labor, and overhead. Costs will be billed at the rates established by Title 1 of the Texas Administrative Code, Section 70.3 ("**Section 70.3**"), as same may be amended from time-to-time. As of the date of this Policy, the rates set forth below are established by Section 70.3. Should the rates set forth in Section 70.3 ever be different than in this policy (either through amendment or error by this policy) the then current rates set forth in Section 70.3 shall control.

Labor for locating, compiling and reproducing records*	\$15.00 per hour
Overhead charge*	20% of labor costs
Copies (8½ x 11 and 8½ x 14)	\$0.10 per page
Oversize paper copies (11 x 17, greenbar and bluebar)	\$0.50 per page
Specialty papers (blue print and maps)	actual cost
Diskette	\$1.00
Magnetic tape or data or tape cartridge	actual cost
CD	\$1.00
DVD	\$3.00
VHS video cassette	\$2.50
Audio cassette	\$1.00
Other	At the rate provided for in Section 70.3

9. **Advance Payment of Estimated Costs.** The Association must estimate the costs of compiling, producing and reproducing books and records requested by an Owner or an Owner's Representative on the basis of the rates set forth in Section 8 above. The Association may require advance payment of the estimated costs of compiling, producing and reproducing the requested books and records.

10. **Actual Costs.**

10.1. If the actual costs of compiling, producing and reproducing requested books and records are less than or greater than the estimated costs, the Association will submit

* No labor or overhead will be charged if there are 50 or fewer pages unless the documents are in 2 or more separate buildings not physically connected to each other or in a remote storage facility.

a final invoice to the Owner on or before the thirtieth (30th) business day after the date the requested books and records are delivered.

- 10.2. If the final invoice includes additional amounts due from the Owner, the Owner is required to pay the additional amount to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.3. If the final invoice indicates that the actual costs are less than the estimated costs, the Association must refund the excess amount paid by the Owner not later than the thirtieth (30th) business day after the date the invoice is sent to the Owner.
- 10.4. If the Owner fails to pay to the Association the additional amounts shown in the final invoice in accordance with Subsection 10.1 above, the Association may add the additional amount to the Owner's assessment account as an assessment.

11. Books and Records Not Required to be Produced.

- 11.1. To the extent the requested information is not located in meeting minutes, unless an Owner whose records are the subject of a request provides express written approval to the Association or unless a court order is issued directing either the release of books and records or that books and records be made available for inspection, the Association is not required to release or allow inspection of books and records that:
 - a. identify the history of violations of dedicatory instruments of an individual Owner;
 - b. disclose an Owner's personal financial information, including records of payment or nonpayment of amounts due the Association;
 - c. disclose an Owner's contact information or Owner's address;
or
 - d. disclose information related to an employee of the Association, including personnel files.
- 11.2. In addition, information may be released in an aggregate or summary manner that will not identify an individual property Owner.

12. Business Day. As used in this policy, "business day" means a day other than a Saturday, Sunday or state or federal holiday.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Association and that the foregoing Open Records Policy was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association, to be effective upon recording in the Official Public Records of Real Property of Hays County, Texas.

TO CERTIFY which witness my hand this the 15th day of December, 2021.

Kissing Tree Villas Condominiums Association, Inc.

By: [Signature]

Printed: John C. Mastin

Its: Secretary

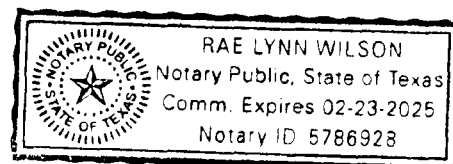
THE STATE OF TEXAS §

§

COUNTY OF HAYS §

BEFORE ME, the undersigned notary public, on this 15th day of December, 2021 personally appeared John C. Mastin, Secretary of Kissing Tree Villas Condominiums Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

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



**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21071594 NOTICE
12/30/2021 02:43:08 PM Total Fees: \$82.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



KISSING TREE®

SAN MARCOS ★ TEXAS

MEMBER'S RESOLUTION AND CONSENT OF THE STRAND RESIDENTIAL CONDOMINIUMS ASSOCIATION, INC.

The undersigned, being the Sole Member of The Strand Residential Condominiums Association, Inc., a Texas nonprofit corporation (the "**Association**"), authorizes, by its signature below, the following resolutions, which were adopted or ratified at a Special Meeting of the Members of the Association, on November 19, 2019 (the "**Effective Date**"):

1. Adoption of the Certificate of Amendment. RESOLVED, that the Association hereby adopts, ratifies and approves the Certificate of Amendment to the Certificate of Formation of The Strand Residential Condominiums Association, Inc. attached hereto and incorporated herein as EXHIBIT "A" (the "**Certificate of Amendment**").
2. Document Execution. RESOLVED, that Scott Turner, as President of the Association (the "**President**"), is authorized and directed to execute the Certificate of Amendment on behalf of the Association.
3. Ratification and Authorization of Action. RESOLVED, that the Association hereby ratifies all actions taken to date by the President of the Association in order to accomplish the adoption of the Certificate of Amendment.
4. Certification. The undersigned certify that the foregoing resolution was approved and adopted by the Sole Member of the Association, which constitutes a minimum of two-thirds (2/3) of the total number of votes of the Association, as required by Article XIV of that certain instrument entitled "Certificate of Formation of The Strand Residential Condominiums Association, Inc."

EXECUTED to be effective as of the Effective Date set forth above.

SOLE MEMBER:
CARMA PASO ROBLES LLC,
a Texas limited liability company

By:



Chad Matheson, Chief Financial Officer

EXHIBIT "A"

CERTIFICATE OF AMENDMENT

**Form 424
(Revised 05/11)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: See instructions



This space reserved for office use.

Certificate of Amendment

Entity Information

The name of the filing entity is:

The Strand Residential Condominiums Association, Inc.

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

☐ For-profit Corporation	☐ Professional Corporation
☒ Nonprofit Corporation	☐ Professional Limited Liability Company
☐ Cooperative Association	☐ Professional Association
☐ Limited Liability Company	☐ Limited Partnership

The file number issued to the filing entity by the secretary of state is: 803401118

The date of formation of the entity is: August 21, 2019

Amendments

1. Amended Name

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

Kissing Tree Villas Condominiums Association, Inc.

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ **Add** each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☐ **Alter** each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:

☐ **Delete** each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.,
a Texas nonprofit corporation, formerly known as The Strand
Residential Condominiums Association, Inc.

Date: 12/10/2019

By:


Scott Turner, President

**MANAGEMENT CERTIFICATE
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.**

The undersigned, being an officer of Kissing Tree Villas Condominiums Association, Inc., and in accordance with Section 82.116 of the Texas Uniform Condominium Act, does hereby certify as follows:

1. The name of the condominium project: Kissing Tree Villas Condominiums [Age-Restricted] (the “**Condominium**”).
2. The name of the condominium community: Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation (the “**Association**”).
3. The location of the Condominium: 201 Kissing Tree Lane, San Marcos, Texas 78666
4. The recording data for the Declaration: The Association is a Texas nonprofit corporation established to administer common elements and the affairs of the Condominium established pursuant to Chapter 82 of the Texas Uniform Condominium Act and the terms and provisions of that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, Official Public Records of Hays County, Texas, as amended.
5. The mailing address of the Association: Kissing Tree Villas Condominiums Association, Inc.; c/o Brookfield Residential Properties, 201 Kissing Tree Lane, Building 2, San Marcos, Texas 78666.
6. The name and mailing address of the person managing the Association: Skyler Jewell, Community Manager, c/o Brookfield Residential Properties, 201 Kissing Tree Lane, Building 2, San Marcos, Texas 78666.

[SIGNATURE PAGE FOLLOWS]

This Certificate is effective as of the date this instrument is Recorded.

**KISSING TREE VILLAS CONDOMINIUMS
ASSOCIATION, INC.,** a Texas nonprofit corporation

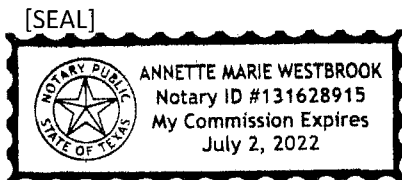
By: Scott Turner

Scott Turner, President

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on 17th day of JANUARY, 2020, by Scott Turner, President of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Annette M. Westbrook

Notary Public Signature

AFTER RECORDING RETURN TO:

McLean & Howard, LLP
Attention: William P. McLean
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20010037 CERTIFICATE
03/16/2020 04:01:45 PM Total Fees: \$30.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

A handwritten signature in cursive script that reads "Elaine H. Cárdenas".

Kissing Tree Villas Condominiums Association, Inc.

Action of Board of Directors by Unanimous Consent

The undersigned, being all of the Board of Directors of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation (the “Association”), do hereby adopt the following resolution effective as of July 31, 2020:

UNANIMOUSLY RESOLVED: Pursuant to Section 8.11 of the *Kissing Tree Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted]*, recorded as Document No. 20009700, Official Public Records of Hays County, Texas, as amended, the Board of Directors, in its sole and absolute discretion, hereby designates that all Regular Assessments are due and payable to the Association during the fiscal year in equal monthly installments on or before the first day of each month. The prior practice of collecting Regular Assessments on a quarterly basis shall be discontinued.

The signing of this Unanimous Consent shall constitute full ratification and approval of the content hereof by all Directors, as well as waiver of notice and waiver of a meeting by all Directors.

This Unanimous Consent may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Consent shall be filed in the minute book of the Association and become a part of the records of the Association.

DocuSigned by:

Scott Turner

5A1E85B2AFDC44C...

Scott Turner, Director

DocuSigned by:

Shawn Jeffcoat

AD71146CF315401...

Shawn Jeffcoat, Director

DocuSigned by:

Ryan Logue

E0ED17A23A3D41C...

Ryan Logue, Director

After Recording, Return To:

William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE®

SAN MARCOS ★ TEXAS

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Hays County, Texas*

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

VILLAS CONDO DECLARANT: CARMA PASOROBLES LLC, a Texas limited liability company

Cross reference to that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time

KISSING TREE®
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VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PASO ROBLES LLC, a Texas limited liability company, is the “**Villas Condo Declarant**” under the terms and provisions of that certain and Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time (the “**Declaration**”).

Pursuant to Section A.2.1 of Appendix “A” to the Declaration, the Villas Condo Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of **Kissing Tree Villas Condominiums Association, Inc.**, a Texas nonprofit corporation (the “**Association**”).

The Villas Condo Declarant hereby removes the following individual from the Board of Directors of the Association:

Scott Turner

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Brad Chelton

Declarant hereby removes the following individual from the Officer position herein below:

Scott Turner – President

Declarant hereby appoints the following individual to the Officer position herein below:

Brad Chelton – President

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors

Brad Chelton
Shawn Jeffcoat
Ryan Logue

Officers

Brad Chelton – President
Shawn Jeffcoat – Vice President
Ryan Logue – Secretary/Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Declaration.

[SIGNATURE PAGE TO VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

VILLAS CONDO DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

By: _____

Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS

§

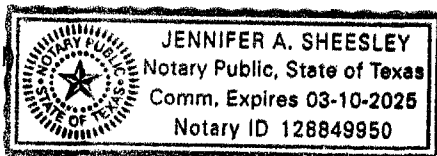
§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 3rd day of June, 2021, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)



Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21029882 APPOINTMENT
06/04/2021 08:15:07 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:

William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746

KISSING TREE[®]

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Hays County, Texas*

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

VILLAS CONDO DECLARANT: CARMA PASOROBLES LLC, a Texas limited liability company

Cross reference to that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time

KISSING TREE®

SAN MARCOS ★ TEXAS

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PASO ROBLES LLC, a Texas limited liability company, is the “**Villas Condo Declarant**” under the terms and provisions of that certain and Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time (the “**Declaration**”).

Pursuant to Section A.2.1 of Appendix “A” to the Declaration, the Villas Condo Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of **Kissing Tree Villas Condominiums Association, Inc.**, a Texas nonprofit corporation (the “**Association**”).

The Villas Condo Declarant hereby removes the following individual from the Board of Directors of the Association:

Brad Chelton

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Matthew Chase

Declarant hereby removes the following individual from the Officer position herein below:

Brad Chelton – President

Declarant hereby appoints the following individual to the Officer position herein below:

Matthew Chase – President

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors

Matthew Chase

Shawn Jeffcoat

Ryan Logue

Officers

Matthew Chase – President

Shawn Jeffcoat – Vice President

Ryan Logue – Secretary/Treasurer

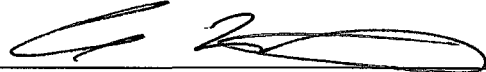
Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Declaration.

[SIGNATURE PAGE TO VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

VILLAS CONDO DECLARANT:

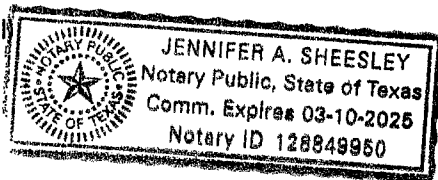
CARMA PASO ROBLES LLC,
a Texas limited liability company

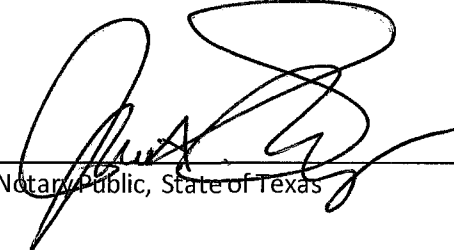
By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 12th day of August, 2021, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)




Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21043912 APPOINTMENT
08/12/2021 03:13:37 PM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:

William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

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Hays County, Texas*

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

VILLAS CONDO DECLARANT: CARMA PASO ROBLES LLC, a Texas limited liability company

Cross reference to that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time

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VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PASO ROBLES LLC, a Texas limited liability company, is the “**Villas Condo Declarant**” under the terms and provisions of that certain and Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time (the “**Declaration**”).

Pursuant to Section A.2.1 of Appendix “A” to the Declaration, the Villas Condo Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of **Kissing Tree Villas Condominiums Association, Inc.**, a Texas nonprofit corporation (the “**Association**”).

The Villas Condo Declarant hereby removes the following individual from the Board of Directors of the Association:

Shawn Jeffcoat

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Laurie Meneley

Declarant hereby removes the following individual from the Officer position herein below:

Shawn Jeffcoat – Vice President

Declarant hereby appoints the following individual to the Officer position herein below:

Laurie Meneley – Vice President

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors

Matthew Chase

Laurie Meneley

Ryan Logue

Officers

Matthew Chase – President

Laurie Meneley – Vice President

Ryan Logue – Secretary/Treasurer

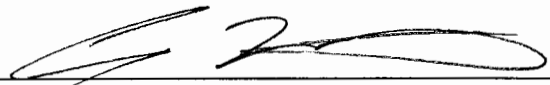
Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Declaration.

[SIGNATURE PAGE TO VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

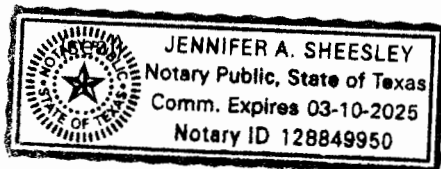
VILLAS CONDO DECLARANT:

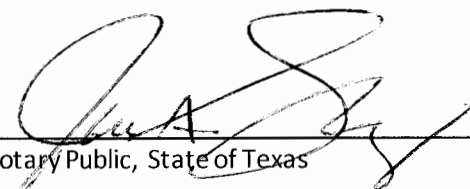
CARMA PASO ROBLES LLC,
a Texas limited liability company

By: 
Chad Matheson, Chief Financial Officer

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 21st day of July, 2022, by Chad Matheson, Chief Financial Officer of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.




Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22035662 APPOINTMENT
07/22/2022 09:35:59 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**MANAGEMENT CERTIFICATE
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.**

The undersigned, being an officer of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, and in accordance with Section 82.116 of the Texas Uniform Condominium Act, does hereby certify as follows:

1. The name of the condominium project: Kissing Tree Villas Condominiums (the "**Condominium**").
2. The name of the condominium community: Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation (the "**Association**").
3. The location of the Condominium: 201 Kissing Tree Lane, San Marcos, Texas 78666
4. The recording data for the Declaration: The Association is a Texas nonprofit corporation established to administer common elements and the affairs of the Condominium established pursuant to Chapter 82 of the Texas Uniform Condominium Act and the terms and provisions of that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, Official Public Records of Hays County, Texas, as amended by the following:
 - a. Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414, Official Public Records of Hays County, Texas.
 - b. Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937, Official Public Records of Hays County, Texas.
 - c. Kissing Tree First Declaration of Annexation and Third Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 22045587, Official Public Records of Hays County, Texas.
5. The mailing address of the Association: Kissing Tree Villas Condominiums Association, Inc.; c/o Cohere Life, 201 Kissing Tree Lane, San Marcos, Texas 78666
6. The name and mailing address of the person managing the Association: Matthew Chase, President, c/o Cohere Life, 201 Kissing Tree Lane, San Marcos, Texas 78666

[SIGNATURE PAGE FOLLOWS]

*[EXECUTION PAGE TO MANAGEMENT CERTIFICATE
FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]*

This Certificate is effective as of the date this instrument is Recorded.

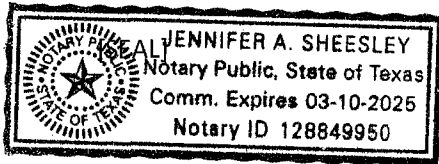
**KISSING TREE VILLAS CONDOMINIUMS
ASSOCIATION, INC.**, a Texas nonprofit corporation

By: _____

Matthew Chase, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 23rd day of September, 2022, by Matthew Chase, President of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public Signature

AFTER RECORDING RETURN TO:

McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22045653 CERTIFICATE
09/27/2022 08:21:35 AM Total Fees: \$30.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:
William P. McLean
Leslie Keyser
McLean & Howard, L.L.P.
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

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Hays County, Texas*

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

VILLAS CONDO DECLARANT: CARMA PASO ROBLES LLC, a Texas limited liability company

Cross reference to that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time

KISSING TREE®

SAN MARCOS ★ TEXAS

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PASO ROBLES LLC, a Texas limited liability company, is the “**Villas Condo Declarant**” under the terms and provisions of that certain and Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time (the “**Declaration**”).

Pursuant to Section A.2.1 of Appendix “A” to the Declaration, the Villas Condo Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of **Kissing Tree Villas Condominiums Association, Inc.**, a Texas nonprofit corporation (the “**Association**”).

The Villas Condo Declarant hereby removes the following individual from the Board of Directors of the Association:

Ryan Logue

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Karin Montgomery

Declarant hereby removes the following individual from the Officer position herein below:

Ryan Logue – Secretary/Treasurer

Declarant hereby appoints the following individual to the Officer position herein below:

Karin Montgomery – Secretary/Treasurer

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors

Matthew Chase

Laurie Meneley

Karin Montgomery

Officers

Matthew Chase – President

Laurie Meneley – Vice President

Karin Montgomery – Secretary/Treasurer

Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Declaration.

[SIGNATURE PAGE TO VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND DIRECTORS FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]

EXECUTED to be effective as of the date this instrument is Recorded.

VILLAS CONDO DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

By: _____

Chad Matheson, Vice President

THE STATE OF TEXAS

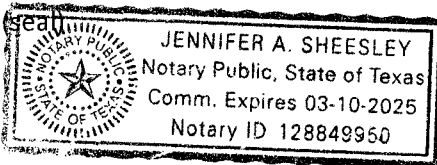
§

§

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this 11th day of May, 2023, by Chad Matheson, as Vice President of Carma Paso Robles LLC, a Texas limited liability company, on behalf of said limited liability company.



Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23017156 APPOINTMENT
05/16/2023 11:19:39 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**MANAGEMENT CERTIFICATE
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.**

The undersigned, being an officer of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, and in accordance with Section 82.116 of the Texas Uniform Condominium Act, does hereby certify as follows:

1. The name of the condominium project: Kissing Tree Villas Condominiums (the "**Condominium**").
2. The name of the condominium community: Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation (the "**Association**").
3. The location of the Condominium: 201 Kissing Tree Lane, San Marcos, Texas 78666
4. The recording data for the Declaration: The Association is a Texas nonprofit corporation established to administer common elements and the affairs of the Condominium established pursuant to Chapter 82 of the Texas Uniform Condominium Act and the terms and provisions of that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, Official Public Records of Hays County, Texas, as amended by the following:
 - a. Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414, Official Public Records of Hays County, Texas.
 - b. Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937, Official Public Records of Hays County, Texas.
 - c. Kissing Tree First Declaration of Annexation and Third Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 22045587, Official Public Records of Hays County, Texas.
 - d. Kissing Tree Second Declaration of Annexation and Fourth Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 23034722, Official Public Records of Hays County, Texas.
 - e. **NOTE TO OWNERS:** There is a Duet Declaration recorded in the Official Public Records of Hays County, Texas for each duplex style condominium unit. Please contact the Management Company for a copy of the recorded Duet Declaration applicable to a specific condominium unit. Each condominium unit owner may also request a copy

of the recorded Duet Declaration for the particular condominium unit from the Hays County, Texas clerk or from the title company that closed the condominium unit purchase.

5. The mailing address of the Association: Kissing Tree Villas Condominiums Association, Inc.; c/o Cohere Life, 201 Kissing Tree Lane, San Marcos, Texas 78666
6. The name and mailing address of the person managing the Association: Matthew Chase, President, c/o Cohere Life, 201 Kissing Tree Lane, San Marcos, Texas 78666
7. KISSING TREE HAS 55 AND OVER AGE RESTRICTIONS IN ITS COMMUNITY AS PROVIDED IN THE GOVERNING DOCUMENTS FOR THE SUBDIVISION. PLEASE CONTACT THE MANAGER FOR INFORMATION REGARDING AGE RESTRICTIONS AND QUALIFICATIONS.

[SIGNATURE PAGE FOLLOWS]

[EXECUTION PAGE TO MANAGEMENT CERTIFICATE
FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]

This Certificate is effective as of the date this instrument is Recorded.

**KISSING TREE VILLAS CONDOMINIUMS
ASSOCIATION, INC.**, a Texas nonprofit corporation

By: _____

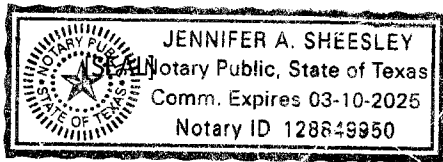
Matthew Chase, President

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on 18th day of September, 2023, by Matthew Chase, President of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Notary Public Signature

AFTER RECORDING RETURN TO:

McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

23034843 CERTIFICATE
09/21/2023 08:24:42 AM Total Fees: \$34.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



After Recording, Return To:

William P. McLean

Leslie Keyser

McLean & Howard, L.L.P.

4301 Bull Creek Road, Suite 150

Austin, Texas 78731

KISSING TREE[®]

SAN MARCOS ★ TEXAS

*A Master Planned Community in
Hays County, Texas*

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

VILLAS CONDO DECLARANT: CARMA PASO ROBLES LLC, a Texas limited liability company

Cross reference to that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time

KISSING TREE®

SAN MARCOS ★ TEXAS

VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICER AND DIRECTOR

CARMA PASO ROBLES LLC, a Texas limited liability company, is the “Villas Condo Declarant” under the terms and provisions of that certain and Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded under Document No. 20009700 in the Official Public Records of Hays County, Texas, as may be amended from time to time (the “Declaration”).

Pursuant to Section A.2.1 of Appendix “A” to the Declaration, the Villas Condo Declarant currently has the right to appoint and remove all Officers and members of the Board of Directors of **Kissing Tree Villas Condominiums Association, Inc.**, a Texas nonprofit corporation (the “Association”).

The Villas Condo Declarant hereby removes the following individual from the Board of Directors of the Association:

Matthew Chase

Declarant hereby appoints the following individual to the Board of Directors of the Association:

Chris Mastin

Declarant hereby removes the following individual from the Officer position herein below:

Matthew Chase – President
Laurie Meneley – Vice President
Karin Montgomery – Secretary/Treasurer

Declarant hereby appoints the following individual to the Officer position herein below:

Chris Mastin – President
Karin Montgomery – Vice President
Laurie Meneley – Secretary/Treasurer

Upon Recordation of this instrument, the Board of Directors of the Association and Officers of the Association consist of the following named persons:

Board of Directors
Chris Mastin
Laurie Meneley
Karin Montgomery

Officers

Chris Mastin – President
Karin Montgomery – Vice President
Laurie Meneley – Secretary/Treasurer

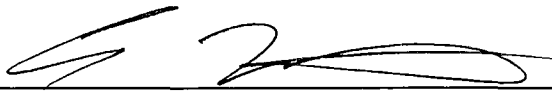
Unless otherwise provided herein, all capitalized terms used but not defined in this instrument shall have the meaning subscribed to such terms in the Declaration.

*[SIGNATURE PAGE TO VILLAS CONDO DECLARANT APPOINTMENT AND REMOVAL OF OFFICERS AND
DIRECTORS FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]*

EXECUTED to be effective as of the date this instrument is Recorded.

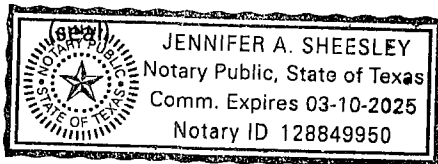
VILLAS CONDO DECLARANT:

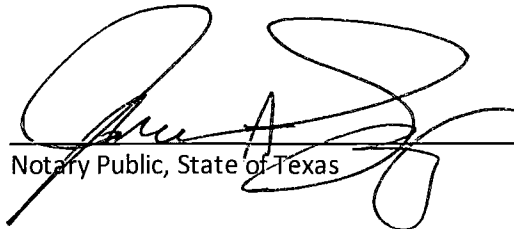
CARMA PASO ROBLES LLC,
a Texas limited liability company

By: 
Chad Matheson, Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 9th day of December, 2024,
by Chad Matheson, as Vice President of Carma Paso Robles LLC, a Texas limited liability company, on behalf
of said limited liability company.




Notary Public, State of Texas

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

24047462 APPOINTMENT
12/09/2024 04:04:45 PM Total Fees: \$37.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**MANAGEMENT CERTIFICATE
KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.**

The undersigned, being an officer of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, and in accordance with Section 82.116 of the Texas Uniform Condominium Act, does hereby certify as follows:

1. The name of the condominium project: Kissing Tree Villas Condominiums (the "**Condominium**").
2. The name of the condominium community association: Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation (the "**Association**").
3. The location of the Condominium: 201 Kissing Tree Lane, San Marcos, Texas 78666
4. The recording data for the Declaration and any amendments to the Declaration: The Association is a Texas nonprofit corporation established to administer common elements and the affairs of the Condominium established pursuant to Chapter 82 of the Texas Uniform Condominium Act and the terms and provisions of that certain Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009700, Official Public Records of Hays County, Texas, as amended by the following:
 - a. Kissing Tree First Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20045414, Official Public Records of Hays County, Texas.
 - b. Kissing Tree Second Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20053937, Official Public Records of Hays County, Texas.
 - c. Kissing Tree First Declaration of Annexation and Third Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 22045587, Official Public Records of Hays County, Texas.
 - d. Kissing Tree Second Declaration of Annexation and Fourth Amendment to Development Area Declaration and Declaration of Condominium Regime for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 23034722, Official Public Records of Hays County, Texas.
 - e. NOTE TO OWNERS: There is a Duet Declaration recorded in the Official Public Records of Hays County, Texas for each duplex style condominium unit. Please contact the Management Company for a copy of the recorded Duet Declaration applicable to a specific condominium unit. Each condominium unit owner may also request a copy

of the recorded Duet Declaration for the particular condominium unit from the Hays County, Texas clerk or from the title company that closed the condominium unit purchase.

- f. Kissing Tree Condominium Design Guidelines for Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009895, Official Public Records of Hays County, Texas.
 - g. Kissing Tree Adoption of Reserve Fund Contribution Kissing Tree Villas Condominiums [Age-Restricted], recorded as Document No. 20009941, Official Public Records of Hays County, Texas.
 - h. Kissing Tree Villas Condominiums [Age-Restricted] Policy Manual, recorded as Document No. 20009818, Official Public Records of Hays County, Texas; Notice of Dedicatory Instruments for Kissing Tree Villas Condominiums Association, Inc., recorded as Document No. 21071594, Official Public Records of Hays County, Texas.
5. The mailing address of the Association: Kissing Tree Villas Condominiums Association, Inc.; c/o Cohere Life, 201 Kissing Tree Lane, San Marcos, Texas 78666
 6. The name, mailing address, telephone number and e-mail address of the management company managing the Association:

c/o Cohere Life
 201 Kissing Tree Lane
 San Marcos, Texas 78666
 Attn: Rebecca Rounds-Burger, Executive Director
 Phone: 512-749-1287
 Email: rrounds@coherelife.com; ktmc@coherelife.com

7. The website address of any Internet website on which the association's dedicatory instruments are available in accordance with Section 82.1142 of the Texas Property Code:

www.kissingtreeresidents.org

8. Amount and Description of Any Fees Charged by the Association Related to Transfers (Transfer Fees):

Transfer Fee:	\$175.00
Resale Certificate/ Document Fee	\$375.00
Reserve Fund Contribution:	\$549.00
Upfront Monthly Assessments	\$ 366.00 (equal to two months of Regular Assessments) Collected at Closing

Community Enhancement Fee: The Transfer Price multiplied by
one-half of one percent (0.005%) (resales only)

Prospective purchasers are advised to independently examine all dedicatory instruments of the Subdivision and Association prior to purchase. Prospective purchasers may obtain copies of documents from the Management Company or from the Association's Website.

Condominium owners are responsible for payment of association assessments to both the condominium association and master association. Prospective purchasers are advised to review the Management Certificate for Kissing Tree Master Community, Inc. for master association assessments and fees.

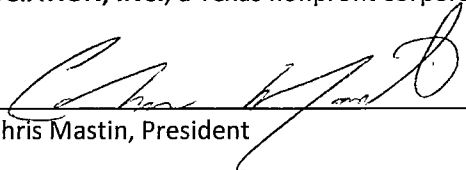
KISSING TREE HAS 55 AND OVER AGE RESTRICTIONS IN ITS COMMUNITY AS PROVIDED IN THE GOVERNING DOCUMENTS FOR THE SUBDIVISION. PLEASE CONTACT THE MANAGER FOR INFORMATION REGARDING AGE RESTRICTIONS AND QUALIFICATIONS.

[SIGNATURE PAGE FOLLOWS]

[EXECUTION PAGE TO MANAGEMENT CERTIFICATE
FOR KISSING TREE VILLAS CONDOMINIUMS ASSOCIATION, INC.]

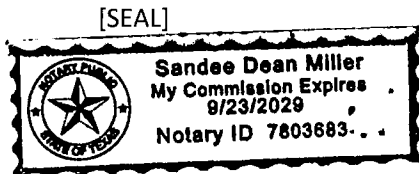
This Certificate is effective as of the date this instrument is Recorded.

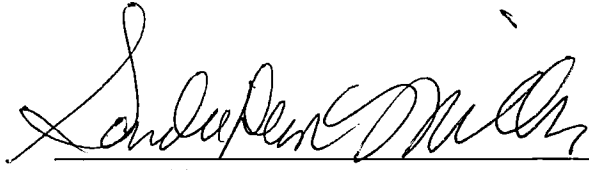
**KISSING TREE VILLAS CONDOMINIUMS
ASSOCIATION, INC.**, a Texas nonprofit corporation

By: 
Chris Mastin, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on 17th day of October, 2025, by Chris Mastin, President of Kissing Tree Villas Condominiums Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.




Notary Public Signature

AFTER RECORDING RETURN TO:

McLean & Howard, LLP
4301 Bull Creek Road, Suite 150
Austin, Texas 78731

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

25038821 CERTIFICATE
10/20/2025 04:15:32 PM Total Fees: \$37.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

