

After Recording, Return To:

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KISSING TREE[®]

SAN MARCOS ★ TEXAS

SECOND AMENDMENT TO POLICY MANUAL

An Age-Restricted Master Planned Community in Hays County, Texas

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

Cross reference to: Kissing Tree Master Covenant, recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas, as amended by that certain Kissing Tree First Amendment to Master Covenant, recorded as Document No. 19007296, Official Public Records of Hays County, Texas and that certain Kissing Tree Second Amendment to Master Covenant, recorded as Document No. 20002310, Official Public Records of Hays County, Texas, as amended by that certain Kissing Tree Third Amendment to Master Covenant, recorded as Document No. 24001069, Official Public Records of Hays County, Texas; and that certain Kissing Tree Policy Manual, recorded under Document No. 16036506 of the Official Public Records of Hays County, Texas, as amended by that certain Kissing Tree First Supplement to Policy Manual, recorded as Document No. 19007297, Official Public Records of Hays County, Texas and that certain Kissing Tree Second Supplement to Policy Manual, recorded as Document No. 20025093, Official Public Records of Hays County, Texas, and that certain First Amendment to Policy Manual, recorded as Document No. 23034128 of the Official Public Records of Hays County, Texas, each as may be further amended from time to time.

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SECOND AMENDMENT TO POLICY MANUAL

This Second Amendment to Policy Manual (“**First Amendment to Policy Manual**”) for Kissing Tree is made by the Carma Paso Robles LLC, a Texas limited liability company (“**Declarant**”), for the benefit of the Kissing Tree subdivision (the “**Subdivision**”), and is as follows:

RECITALS

A. Declarant previously executed and recorded that certain Kissing Tree Master Covenant, recorded as Document No. 16036339 in the Official Public Records of Hays County, Texas, as amended by that certain Kissing Tree First Amendment to Master Covenant, recorded as Document No. 19007296, Official Public Records of Hays County, Texas and that certain Kissing Tree Second Amendment to Master Covenant, recorded as Document No. 20002310, Official Public Records of Hays County, Texas, as amended by that certain Kissing Tree Third Amendment to Master Covenant, recorded as Document No. 24001069, Official Public Records of Hays County, Texas, each as may be further amended from time to time (collectively, the “**Master Covenant**”).

B. Declarant further executed and recorded that certain Kissing Tree Policy Manual, recorded under Document No. 16036506 of the Official Public Records of Hays County, Texas, as amended by that certain First Supplement to Policy Manual, recorded under Document No. 19007297 of the Official Public Records of Hays County, Texas, as further amended by that certain Kissing Tree Second Supplement to Policy Manual, recorded as Document No. 20025093, Official Public Records of Hays County, Texas, and that certain First Amendment to Policy Manual, recorded as Document No. 23034128 of the Official Public Records of Hays County, Texas, each as may be further amended from time to (collectively, the “**Policy Manual**”).

C. The definition of “Policy Manual” in *Article 1* of the Master Covenant provides that any amendment to the Policy Manual must be approved by Declarant until expiration or termination of the Development Period.

D. Declarant has determined it is appropriate to adopt, amend and/or restate, as applicable, certain policies or governing documents for Kissing Tree as contained in this Second Amendment.

E. Pursuant to *Article 1* of the Master Covenant and through the Recordation of this Second Amendment to Policy Manual, Declarant desires to and hereby so does adopt, amend and/or restate, as applicable, the Policy Manual and/or referenced governing documents for Kissing Tree as set forth in this Second Amendment to Policy Manual.

F. Upon Recordation of this Second Amendment to Policy Manual, those portions of the Property which were already made subject to the Master Covenant are and shall continue to be encumbered by the terms and conditions of the Policy Manual, as amended by this Second Amendment to Policy Manual.

NOW THEREFORE, the Policy Manual and referenced governing documents for Kissing Tree are hereby amended to include the following new, supplemented or restated policies:

1. **Religious Displays Policy.** The *Religious Displays Policy* attached hereto as **Attachment 1** is hereby adopted for the Subdivision.

2. **Supplemental Pool Enclosures and Security Measures Policy.** The *Supplemental Pool Enclosures and Security Measures Policy* attached hereto as **Attachment 2** is hereby adopted for the Subdivision.

3. **Fines During Mandated Watering Restrictions.** The Policy Manual and existing rules of the Association are hereby supplemented to provide that the Association shall not fine an Owner for violating a rule requiring an Owner to maintain green vegetation or turf during a period of watering restriction mandated by a city, utility, or other supplier during a drought and for a reasonable period following such water restriction.

4. **Solar Energy Devices (Solar Roof Tiles).** The governing documents (defined as the "Documents" in the Master Covenant for Kissing Tree) are hereby supplemented to include solar roof tiles in the defined term of "solar energy device". Chapter 202 of the Texas Property Code has been amended to clarify that the definition of "solar energy device" includes solar roof tiles. Accordingly, the Association's restrictions pertaining to solar energy devices shall now apply to solar roof tiles. An application for architectural review must be submitted and approved before the installation of any solar energy device.

5. **Amendment to the Bylaws of the Association.** The Bylaws of the Association are amended as provided in **Attachment 3**.

6. **Definitions.** All capitalized terms shown in this Second Amendment to Policy Manual shall have their meaning as expressed under the Master Covenant unless otherwise indicated herein.

7. **No Other Modifications.** Except as expressly modified by this Second Amendment to Policy Manual, the terms and provisions of the Policy Manual shall continue in full force and effect.

8. **Effective Date.** This Second Amendment to Policy Manual is effective upon Recording in the Official Public Records of Hays County, Texas.

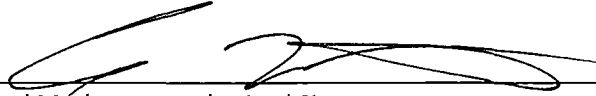
[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO THE SECOND AMENDMENT TO POLICY MANUAL]

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

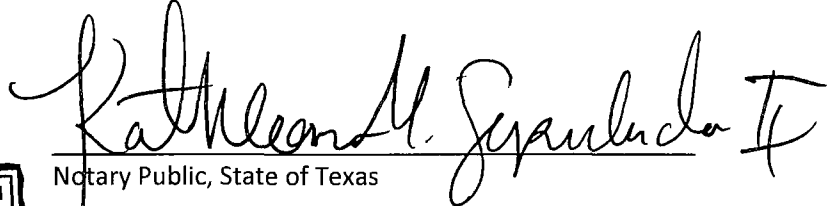
DECLARANT:

CARMA PASO ROBLES LLC,
a Texas limited liability company

By: 
Chad Matheson, Authorized Signatory

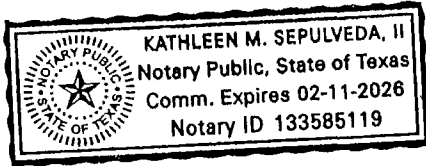
THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 20 day of October, 2025,
by Chad Matheson, as Authorized Signatory of Carma Paso Robles LLC, a Texas limited liability company,
on behalf of said limited liability company.



Notary Public, State of Texas

(seal)



ATTACHMENT 1

KISSING TREE MASTER COMMUNITY, INC. RELIGIOUS DISPLAY POLICY

Terms used but not defined in this policy will have the meanings ascribed to such terms in that certain Kissing Tree Master Covenant [Age-Restricted], recorded in the Official Public Records of Hays County, Texas, as amended from time to time. This Religious Display Policy amends and supplements that certain "Display of Religious Items Policy" adopted by the Kissing Tree Master Community, Inc. on September 7, 2021, and located on pages 14 through 16 of the instrument recorded in Document No. 21052850 of the Official Public Records of Hays County, Texas. To the extent of any conflicts between this Religious Display Policy and the "Display of Religious Items Policy" adopted by the Kissing Tree Master Community, Inc. on September 7, 2021, the terms of this Religious Display Policy shall control.

1. Display of Religious Items. Section 202.018 of the Texas Property Code provides certain rights for an Owner or Occupant to display or affix one or more religious items on the Owner's or Occupant's property, the display of which is motivated by the Owner's or Occupant's sincere religious belief.
2. Content Prohibitions. No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
3. Location Restrictions. No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on property owned in common by members of the Association; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
4. Removal. The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.
5. Conflicts. To the extent that any provisions of the Association's Recorded covenants restrict or prohibit an Owner or Occupant 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, and the provisions of this policy shall control.
6. Amendment. This policy may be amended from time to time by the Declarant during the Development Period and, thereafter, by the Majority of the Board.

ATTACHMENT 2

KISSING TREE MASTER COMMUNITY, INC. SUPPLEMENTAL POOL ENCLOSURES AND SECURITY MEASURES POLICY

Terms used but not defined in this policy will have the meanings ascribed to such terms in that certain Kissing Tree Master Covenant [Age-Restricted], recorded in the Official Public Records of Hays County, Texas, as amended from time to time. This Supplemental Pool Enclosures and Security Measures Policy amends and supplements that certain "Security Measures Policy" adopted by the Kissing Tree Master Community, Inc. on September 7, 2021, and located on pages 17 through 20 of the instrument recorded in Document No. 21052850 of the Official Public Records of Hays County, Texas. To the extent of any conflicts between this Supplemental Pool Enclosures and Security Measures Policy and the "Security Measures Policy" adopted by the Kissing Tree Master Community, Inc. on September 7, 2021, the terms of this Supplemental Pool Enclosures and Security Measures Policy shall control.

1. Approval Required. All Improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with the Association's architectural review requirements. The Kissing Tree Reviewer's written approval must be furnished to the Owner before installation or construction may commence.

2. Swimming Pool Enclosures. The term "Swimming Pool Enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet (6') in height and is designed not to be climbable. An Owner must submit any request to install a Swimming Pool Enclosure to the Kissing Tree Reviewer for approval. The reviewing authority will apply its architectural requirements to the request; however, neither the Kissing Tree Reviewer nor the ACC, as applicable, may deny an Owner's request to install a Swimming Pool Enclosure if the Swimming Pool Enclosure conforms to applicable state or local safety requirements and the Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.

3. Security Measures. The Kissing Tree Reviewer, Declarant and/or Association has reserved the right to regulate the type of fencing an Owner may install. In addition, fencing may not obstruct: (1) a license area as defined by a written license agreement or plat; (2) a sidewalk in the public right-of-way or otherwise installed for public or community use; or (3) a drainage easement or drainage area. A driveway gate must be set back at least ten feet (10') from the right-of-way if the driveway intersects with a laned roadway, as defined by Section 541.302 of the Texas Transportation Code. Fencing in front of the front-most building line of a dwelling is prohibited. An Owner may be permitted to install perimeter security fencing or security fencing in front of the front-most building line of a dwelling if the Owner provides documentation that Owner's residential address is exempt from public disclosure under state or federal law or documentation from a law enforcement agency of the Owner's need for enhanced security measures is provided to the Association. To the extent an Owner is authorized or permitted to install security fencing in the front yard area or perimeter security fencing that extends into the front yard area of the Owner's property, the fencing must consist of ornamental wrought iron or metal fencing (painted black), the design, materials and specifications for which must approved in advance by the Kissing Tree Reviewer. Slats, planks, or other solid material may not be installed unless otherwise approved in advance by the Kissing Tree Reviewer.

4. Amendment. This policy may be amended from time to time by the Declarant during the

Development Period and, thereafter, by the Majority of the Board.

ATTACHMENT 3

KISSING TREE MASTER COMMUNITY, INC. AMENDMENT TO THE BYLAWS

Member Meetings - Format

1. **Format - In-Person and Electronic Meetings.** A meeting of the members of the Association, including any annual meeting or special meeting, may be held in person or by electronic or telephonic means. Any electronic or telephonic meeting must comply with the requirements of Section 6.002 of the Texas Business Organizations Code.
 - a. **In-Person Meetings.** "In person" shall mean a member's physical attendance at a meeting of the members of the Association.
 - b. **Electronic Meetings.** "Electronic meeting" shall mean a meeting conducted using a suitable electronic communications system, such as videoconferencing technology (e.g., using ZOOM or Microsoft Teams or similar technology).
 - c. **Meetings Called for by Member Petition.** For any meeting of the members of the Association that has been called for by the Association's members who have petitioned for such a meeting in accordance with applicable law and, as applicable, the Association's governing documents, the Board of Directors may determine the format by which the meeting will be held.

2. **Notice of Format and Means of Access.** For any meeting of the members of the Association, the Association's required notice to its members must specify the format of the meeting. Depending on the format, the following information must be provided:
 - a. **In-Person Meeting Location Information.** If the meeting is an in-person meeting, the Association's notice to its members must specify the location of the meeting.
 - b. **Electronic or Telephonic Meeting Login Information.** If the meeting is an electronic or telephonic meeting, the Association's notice to its members must include information as to how a member may participate. For example, a meeting conducted via the ZOOM technology platform must include the meeting link or access number as well as any necessary login and password information.

3. **Additional Notice Requirements Pertaining to Voting.**
- a. **Election or Vote Taken at a Meeting.** For an election or vote taken at the Association's meeting of its members, not later than the 10th day or earlier than the 60th day before the date of the election or vote, the Association shall give written notice of the election or vote to its members.
 - b. **Election or Vote Not Taken at a Meeting.** For an election or vote of owners not taken at the Association's meeting of its members, the Association shall give notice of the election or vote to its members not later than the 20th day before the latest date on which a ballot may be submitted to be counted.

Member Meeting Voting Methods

1. **Permissible and Required Methods of Voting.**
- a. **Permissible Methods of Voting.** Subject to Subsection (b) below, the voting rights of a member of the Association may be cast or given: (1) in person or by proxy at a meeting of the property owners' association; (2) by absentee ballot; (3) by electronic ballot in accordance with this section; or (4) by any method of representative or delegate voting provided by the Association's governing documents.
 - b. **Required Method of Voting.** In addition to any voting methods the Association is required to provide under its governing documents, the Association must allow its members to vote by one of the following methods: (1) absentee ballot; (2) proxy; or (3) electronic ballot.
 - c. **Absentee or Electronic Ballot and Quorum Requirements.** An absentee or electronic ballot: (1) may be counted as a member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; and (2) may not be counted, even if properly delivered, if the member attends any meeting to vote in person, so that any vote cast at a meeting by a member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal.

NOTE: The foregoing provisions supplement any requirements found in the Association's governing documents.

**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.

25039021 AMENDMENT
10/22/2025 10:19:31 AM Total Fees: \$57.00

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

