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AFTER RECORDING RETURN TO:
Gregory A. Richards
Gregory A. Richards, PC
280 Thompson Drive
Kerrville, Texas 78028
Email: greg@gregrichardslaw.com

FIRST AMENDMENT AND RESTATEMENT OF DECLARATION OF CONDOMINIUM REGIME FOR FIREFLY RV AND TINY HOME CONDOMINIUM

(A Condominium in Gillespie County, Texas)

Declarant: **FIREFLY PARTNERS, LLC**, a North Carolina limited liability company

Amendment and Restatement of Declaration of Condominium Regime for Firefly RV and Tiny Home Condominium, recorded under Document No. 20224316, Official Public Records of Gillespie County, Texas.

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FIRST AMENDMENT AND RESTATEMENT OF DECLARATION OF CONDOMINIUM REGIME FOR FIREFLY RV AND TINY HOME CONDOMINIUM

This First Amendment and Restatement of Declaration of Condominium Regime for Firefly RV and Tiny Home Condominium (this "Declaration") is made by FIREFLY PARTNERS, LLC, a North Carolina limited liability company ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Declaration of Condominium Regime for Firefly RV and Tiny Home Condominium, recorded under Document No. 20224316, Official Public Records of Gillespie County, Texas (the "Prior Declaration").

B. Pursuant to Provision A.3.8(iv) and (vii) of Appendix "A" to the Prior Declaration, during the "Development Period", Declarant may amend the Declaration unilaterally and without the consent of other Owners or any mortgagee to: create Units, and General Common Elements within the Property in the exercise of statutory Development Rights; and resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

C. The Development Period, as such term is defined in the Declaration, is a twelve (12) year period commencing on the date the Declaration was recorded. The Prior Declaration was recorded on June 16, 2022; as such, the Development Period is still in effect.

NOW, THEREFORE, the Declarant intends for this First Amendment and Restatement of Declaration of Condominium Regime for Firefly RV and Tiny Home Condominium to amend, restate, and replace the Prior Declaration. Accordingly, the Prior Declaration is hereby amended and restated in its entirety as follows:

FIREFLY PARTNERS, LLC, a North Carolina limited liability company (**"Declarant"**), is the owner of the 47.46 acre tract of land in Gillespie County, Texas, as more particularly described in **Attachment 1** attached hereto and incorporated herein (the "**Land**"). The Land is hereby submitted to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating Firefly RV and Tiny Home Condominium.

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

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in 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.

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

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

1.3 **"Architectural Reviewer"** means the "Declarant" under this Declaration during the Development Period. After the expiration or termination of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.

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

1.5 **"Association"** means **FIREFLY RV AND TINY HOME CONDOMINIUM COMMUNITY, INC.**, a Texas non-profit 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, and the Act.

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

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

1.8 **"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.

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

1.10 **"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.

1.11 **"Community Manual"** means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association. The Community 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 Community Manual must be approved in advance and in writing by the Declarant.

1.12 **"Declarant"** means **FIREFLY PARTNERS, LLC**, a North Carolina limited liability company. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Declaration.

1.13 **"Declarant Control Period"** means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix "A" of this Declaration. The duration of the 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 maximum number of Units that may be created hereunder have been conveyed to Owners other than Declarant.

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

1.15 **"Development Period"** means the twelve (12) year period beginning on the date this Declaration is Recorded, during which Declarant has certain rights as more particularly described in this Declaration and on Appendix "A" attached hereto, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by executing and Recording a notice of termination.

During the Development Period, Appendix "A" has priority over the terms and provisions of this Declaration.

1.16 **"Documents"** mean, individually or collectively as the case may be, this Declaration, the Plat and Plans, attached hereto as Attachment 1, the Certificate, Bylaws, the Community Manual, and the Rules of the Association, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Document is a part of that Document

1.17 **"General Common Elements"** mean Common Elements designated on the Plat and Plans. General Common Elements refer to those portions of the Property that are designated as "GCE", "General Common Element", "General Common Area", "Common Area", or by the notation "General Common Elements", "GCE", "General Common Area", "Common Area", or "Common Areas" on Attachment 1, attached hereto.

1.18 **"Improvement"** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, outbuildings, storage sheds, patios, recreational facilities, hot tubs, spas, swimming pools, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, 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, sewer, gas, electric, telephone, regular or cable television, or other utilities.

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

1.20 **"Managing Agent"** means a property management company appointed by Declarant.

1.21 **"Majority"** means more than half.

1.22 **"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.

1.23 **"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.

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

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

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

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

1.28 **"Plat and Plans"** means the plat and plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration or the Act.

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

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

1.31 **"Recreational Vehicle" and "RV"** both mean Class A, Class B (with Declarant Approval) and Class C Recreational Vehicles (as defined by applicable state and local laws), fifth-wheel, pull behinds as approved by Declarant (16 ft minimum), travel trailers, provided they are at least twenty-four (24) feet in length, modern, commercially manufactured and presentable in looks and repair. The following are specifically excluded from the definition of Recreational Vehicle and RV, among others:

- tents, tent campers, pop-ups, truck campers;
- vehicles on a truck, or semi-truck chassis, or such other units not specifically manufactured to be sold as a recreational vehicle, including but not limited to fold out campers and any recreational vehicles not equipped for full utility hookups to water, sewer and electrical systems;
- any unit or structure that require the issuance of any special permit or license, including oversize load or similar permits, for the legal transportation of such units or structures on public roads in the State of Texas;
- any structure or unit that cannot legally be transported under its own power or with the use of a one-ton or smaller light duty truck;
- manufactured, mobile, modular, or any other home or structure regulated by the United States Department of Housing and Urban Development;
- any unit or structure built or set on a pier-and-beam, concrete, other foundation and not on a motor vehicle or trailer chassis; and
- Tiny Homes or any park model recreational vehicle.

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

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

1.34 **"Tiny Home"** means a commercially manufactured park model recreation vehicle designed for temporary recreational, camping, or seasonal use that complies with the Park Model RV Standard A119.5 adopted by the American National Standards Institute.

1.35 **"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), 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 any Unit is approved by any institution.

1.36 **"Unit"** means each physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, and as further described in *Section 5.2* of this Declaration.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. **Subject to Documents**.

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

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

2.3. Recorded Easements and Licenses. In addition to the terms, covenants, conditions, restrictions, liens and easements contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of Record, including those described on Attachment 2, and any shown or referenced on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-Recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses his Unit and for which the Association does not have express responsibility.

2.4. Common Elements. The Common Elements of the Property consist of all of the Property, SAVE AND EXCEPT the Units, and expressly include the land underlying the units. The designation of Common Elements is determined by this Declaration. The Declarant may install, construct, or authorize certain Improvements on Common Elements in connection with the development of the Property, and the cost thereof is not a Common Expense of the Association. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific Common Element.

ARTICLE 3
PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

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

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

3.3. **Owner's Maintenance Easement**. Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Element. Requests for entry into an adjoining Unit must be made to the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld; however, the adjoining Unit Owner may require that access to its Unit be limited to Monday through Friday, between the hours of 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 consent of the Board will not be unreasonably withheld; however, the Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. The Board may require that the Owner abide by reasonable rules with respect to use and protection of the Common Elements and adjacent Units during any such maintenance or reconstruction. If an Owner

damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit and/or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Association or the Owner of the damaged Unit, as applicable.

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

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

3.5. **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, or 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 Unit when needed by the Association to fulfill its duties; and (iv) agrees to try refraining from actions that interfere with the Association's maintenance and operation of the Property.

3.6. **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 an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

(i) To perform inspections, construction, and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.

(ii) To perform any maintenance, repair or removal of Improvements that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(iii) To enforce the Documents.

(iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.

(v) To respond to emergencies.

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

3.7. **Utility Easement**. The Declarant, until expiration or termination of the Development Period, and thereafter the Association, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. In addition, the Declarant hereby reserves the right to grant easements over and across the Common Elements for utilities necessary or required, as determined by the Declarant, to serve property adjacent to the Regime or property otherwise owned by the Declarant. The easements granted hereunder by the Declarant or the Association, as applicable, will not unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Property; provided, however, this easement may not be exercised without prior notice to the Board. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

NOTICE

PLEASE READ CAREFULLY THE FOLLOWING PROVISIONS ENTITLED "SECURITY" AND "INJURY TO PERSON OR PROPERTY". THE PROVISIONS LIMIT THE RESPONSIBILITY OF DECLARANT AND THE ASSOCIATION FOR CERTAIN CONDITIONS AND ACTIVITIES.

3.8. **Security**. **THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE PROPERTY DESIGNED, EITHER DIRECTLY OR INDIRECTLY, TO IMPROVE SAFETY IN OR ON THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND AGREES, FOR HIMSELF AND HIS GUESTS, THAT THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES ARE NOT PROVIDERS, INSURERS, OR GUARANTORS OF SECURITY WITHIN THE PROPERTY. EACH OWNER AND OCCUPANT ACKNOWLEDGES AND ACCEPTS HIS SOLE RESPONSIBILITY TO PROVIDE SECURITY FOR HIS OWN PERSON AND PROPERTY, AND ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO SAME. EACH OWNER AND OCCUPANT FURTHER ACKNOWLEDGES THAT THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS THE OWNER OR OCCUPANT 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 OCCUPANT ACKNOWLEDGES AND AGREES THAT THE DECLARANT, THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES MAY NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.

3.9. Injury to Person or Property. NEITHER THE DECLARANT, NOR THE ASSOCIATION, OR THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES HAVE A DUTY OR OBLIGATION TO ANY OWNER, OCCUPANT OR THEIR GUESTS: (A) TO SUPERVISE MINOR CHILDREN OR ANY OTHER PERSON; (B) TO FENCE OR OTHERWISE ENCLOSE ANY GENERAL COMMON ELEMENT, OR OTHER IMPROVEMENT; OR (C) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, OCCUPANT, OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, AND INVITEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A UNIT, EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS *SECTION 3.9* ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE DECLARANT AND THE ASSOCIATION. EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT AND THE ASSOCIATION, AND THEIR RESPECTIVE PARTNERS, DIRECTORS, OFFICERS, COMMITTEES, AGENTS, AND EMPLOYEES FROM ANY CLAIM OF DAMAGES, TO PERSON OR PROPERTY ARISING OUT OF AN ACCIDENT OR INJURY IN OR ABOUT THE REGIME TO THE EXTENT AND ONLY TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF SUCH OWNER, OCCUPANT, OR THEIR GUESTS, EMPLOYEES, CONTRACTORS, OR INVITEES TO THE EXTENT SUCH CLAIM IS NOT COVERED BY INSURANCE OBTAINED BY THE ASSOCIATION AT THE TIME OF SUCH ACCIDENT OR INJURY.

3.10. Easement to Inspect and Right To Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor 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 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 3.10* may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this

reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant 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 purposes contained in this *Section 3.10*.

3.11. **Declarant Right of Ingress and Egress**. Declarant reserves itself and designee's easement for ingress and egress over the Common Area.

3.12. **Reserved and Specific Easements**. Declarant reserves the right to grant specific easements or change easements.

3.13. **Easements for Special Events**. Declarant reserves the right to non-exclusive easement over Common Elements for special events (parades, sporting events, cultural events, etc.)

3.14. **Drainage; Water**. Declarant reserves easement for installation and management storm water facilities.

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

ARTICLE 4
DISCLOSURES

4.1. **Service Contracts.** Declarant may have contracted, on behalf of the Owner, for one or more services to be provided by vendors to the individual Owners on a contract basis, such as intrusion monitoring and cable television. In that event, whether or not an Owner chooses to use the service, the Owner is 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 Declarant nor the Association is the service provider and neither party shall have any 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.

4.2. **Adjacent Thoroughfares.** 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.

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

4.4. **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 Occupant may find objectionable, and it shall be the sole responsibility of an Owner or Occupant to become acquainted with neighborhood conditions that could affect the Unit.

4.5. **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.

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

4.7. **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.

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

4.9. **Budgets.** Budgets prepared in conjunction with operation and administration of the Association 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.

4.10. **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.**

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

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

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

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

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

4.16. **Disclaimer Regarding Security**. Each owner and their guests and invitees shall be responsible for their own personal safety and the security of their property on the Property.

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

4.18. **Change in Plan**. Owners and Association shall not protest changes to the use or density of the Property or changes to development plan inside or outside of the Property without Declarant's consent.

4.19. **Maps and Plats**.

a. Proposed future facilities or uses may be changed.

b. Certain parcels may be subject to light and noise from parks, playgrounds, etc.

c. Pipeline and overhead power line easements may change, or additional easements may be added.

4.20. **Other Taxes and Fees**. Owners are responsible for certain taxes, fees, levies, in addition to Assessments.

4.21. **Power Lines; Gas Lines; Radio and Telecommunication Towers**. Declarant, and Association not liable for damages from power transmission lines and/or radio or telecommunication towers.

ARTICLE 5
UNITS & ALLOCATIONS

5.1. **Initial Submitted Units and Maximum Number of Units.** The Regime presently includes two hundred thirty-four (234) Units and two hundred thirty-four (234) is the minimum number of Units that may be created. During the Development Period, Declarant, as permitted in Appendix "A", has reserved the right to create a maximum of four hundred (400) Units. To add Units to the Regime, Declarant during the Development Period may, from time to time, execute and Record an amendment to this Declaration creating such additional Units. An amendment creating additional Units will: (i) assign an identifying number to each new Unit; (ii) reallocate the Common Interest Allocation among all Units then existing within the Regime; and (iii) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Act. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Units.

5.2. **Units.**

5.2.1. **Unit Boundaries**. The boundaries and identifying number of each Unit are shown on the Plat and Plans attached hereto as Attachment 1. The boundaries of each Unit are further described as follows:

(i) Lower Boundary of the Unit: The horizontal plane corresponding to the finished grade of the land within the Unit as described and defined on Attachment 1.

(ii) Upper Boundary of the Unit: The horizontal plane parallel to and thirty five feet (35') above the lower boundary of the Unit.

(iii) Lateral Boundaries of the Unit: A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Unit to the upper boundary of the Unit.

Ownership of a Unit includes all Improvements located within the Unit or serving the Unit exclusively.

5.2.2. **What a Unit Includes**. Each Unit includes the spaces and Improvements within the lower, upper, and lateral boundaries defined in *Section 5.2.1.* above, including the roof and foundation of any Improvements, landscaping, driveways, sidewalks, fences, yards, utility lines and meters and all other Improvements located within the Unit. In addition to the Improvements within the Unit, each Unit also includes fixtures, and equipment serving each Improvement or Unit exclusively, whether located within, outside, or below the Unit, whether or not attached to or contiguous with an Improvement, including but not limited to any below-grade foundation, piers, retaining walls, fence, or other structural supports; plumbing, septic, and utility lines, pipes, drains, and conduits, including but not limited to the wastewater system tank, grinder pump and controls; landscape irrigation and subterranean components of plant material, including roots of trees on the Unit; and any other below-grade item that serves or supports the Improvements or Unit exclusively.

Not a Typical Condominium Unit

Although a Unit resembles a platted lot: (i) a Unit does not include land; (ii) the conveyance of a Unit is not a metes and bounds conveyance of land; and (iii) the creation of a Unit does not constitute a subdivision of land. Instead, each Unit is the surface of a designated piece of land, and everything above the surface for 35 feet, and anything below the surface that serves or supports the above-surface Improvements.

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

5.3. **Common Interest Allocation**. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is set forth on Attachment 3 and is assigned in accordance with a ratio of 1 to the total number of Units. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a

result of any increase or decrease in the number of Units the reallocation will be effective on the date such amendment is Recorded.

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

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

ARTICLE 6
COVENANT FOR ASSESSMENTS

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

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

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

6.4. **Regular Assessments**.

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

(i) Maintenance, repair, and replacement, as necessary, of the General Common Elements, and Improvements, equipment, signage, and property owned by the Association.

(ii) Maintenance examination and report, as required by *Section 9.2.*

(iii) Utilities billed to the Association.

(iv) Services obtained by the Association and available to all Units.

(v) Taxes on property owned by the Association and the Association's income taxes.

(vi) Management, legal, accounting, auditing, and professional fees for services to the Association.

(vii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(viii) Insurance premiums and deductibles.

(ix) Contributions to reserves.

(x) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

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

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

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

6.5. **Special Assessments**. The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserves. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property by the Association must be approved by Owners representing at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

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

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

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

6.9. **Working Capital Fund**. Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner of a Unit to a subsequent Owner of the Unit), a working capital fee in an amount equal to two (2) months of Regular

Assessments will be paid from the transferee of the Unit to the Association for the Association's working capital fund. Each working capital contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers of a Unit will not be subject to the working capital contribution: (i) foreclosure of a deed of trust lien, tax lien, the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. In the event of any dispute regarding the application of the working capital contribution to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 6.8*. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use working capital fees collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital fund contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

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

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

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

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

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

itself and for 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 Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Documents or Applicable Law. This *Section 6.12* may not be construed to create a duty for Declarant or a right for the Association, and may not be amended without Declarant's advance written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant a right of access to the Association's books and records that is independent of Declarant's rights during the Declarant Control Period and Development Period.

6.13. **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.

6.14. **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 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 unpaid Assessments to which such excess interest was applied, or reimbursed to the Owner if those Assessments are paid in full.

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

ARTICLE 7
ASSESSMENT LIEN

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

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

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

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

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

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

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

An Assessment is delinquent if the Association does not receive payment in full by the Assessment'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 its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

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

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

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

8.4. **Acceleration**. If an Owner defaults in paying an Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

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

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

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

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

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

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

9.2. **Inspection Obligations**.

9.2.1. **Contract for Services**. In addition to the Association's maintenance obligations set forth in this Declaration, the Association shall, at all times, 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.

9.2.2. **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 Attachment 4. 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.

9.2.3. **Notice to Declarant**. During the Development Period, the Association shall deliver to 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 Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

9.2.4. **Limitation**. The provisions of this *Section 9.2* shall not apply during the Declarant Control Period unless otherwise directed by the Declarant.

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

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

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

(iii) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

(iv) To be responsible for the Owner's willful or negligent acts and those of the Owner or Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Elements, the property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

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

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

9.6. **Owner's Default in Maintenance.** If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the

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

ARTICLE 10
ARCHITECTURAL REVIEW

10.1. **General**. Because the Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The exterior of each Recreational Vehicle and Tiny Home, all site work, landscaping, structures, improvements, additions, alterations, modifications and items placed on a Unit including without limitation, play structures, patio covers, decks, basketball goals, fencing, pergolas, gazebos, outbuildings, flag poles and yard art (collectively, "Improvements") are subject to the written approval procedures set forth in this Article 10, as further governed by Tex. Prop. Code Chapter 202. The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of the RV, Tiny Home and Improvements that may affect the general value or appearance of the RV Park. The Architectural Reviewer does not issue verbal approvals. An Owner is not permitted to begin construction or modification of Improvements without the Architectural Reviewer's prior written approval. Notwithstanding anything to the contrary stated herein, Improvements constructed on the Property and all architectural modifications made thereto that are made by the Declarant or its permittees shall not be subject to approval pursuant to this Article.

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

10.3. **Architectural Control by Declarant**.

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

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

10.3.3. **Delegation by Declarant**. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its rights as Architectural Reviewer to the Board or a committee appointed by the Board comprised of Persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral right of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

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

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

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

officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Architectural 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.

The Declarant, the Board, nor their directors, officers, committee members, employees or agents will have any liability for: (i) soil conditions, drainage, or other general site work on the Units; (ii) any defects in plans revised or approved hereunder; (iii) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents; (iv) any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on, or modifications to , any Lot, or (v) any violation of the Rules or Design Guidelines by any Owners or any other Person. In all matters arising under this Article, the Association shall defend and indemnify the Board, committee, and the members of each, as provided in the Bylaws.

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

10.8. **Design Guidelines.** The Architectural Reviewer has the authority to develop and adopt Design Guidelines which may contain general provisions applicable to the Property, as a whole, as well as specific provisions that vary among uses or locations within the Property. The Architectural Reviewer may amend the Design Guidelines from time to time. The Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Architectural Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee approval of plans and specifications.

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

Amendments to Design Guidelines shall apply prospectively only. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may eliminate requirements previously imposed or otherwise make the Design Guidelines less

restrictive. Any amendment to Design Guidelines shall be effective upon recordation in the Records.

In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control.

10.9. **Requirements for Patios.** Any patio or similar outdoor feature constructed upon any Unit shall be constructed subject to the following regulations, and subject to the Architectural Reviewer, who may authorize deviation from these criteria:

FIREFLY RV AND TINY HOME CONDOMINIUM DESIGN CRITERIA	
RV PAD AND DRIVEWAY	
Building Material:	concrete
Pad Size:	45'x12' max
DETACHED COVEVERED PATIO	
Pad Size:	120 sf max. measured at eve perimeter
	Free-standing masonry fireplaces up to 50 sf; exempt from requirement
Building Material:	- Cement pad
	- Shingle or metal roof
	- Cedar and stone posts/exterior
	- 6:12 pitch max
Utilities:	- No wet connections; wiring to code

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

10.11. **Role of Declarant.**

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

(ii) **Veto Right**. Any Declarant designee shall notify Declarant in writing of their decision at least seven (7) days prior to taking any action (i.e., approval, partial approval or disapproval) under this *Article 10,* and include a copy of the application and any additional information Declarant may require. Declarant shall then have five (5) days after receipt of such notice to veto any such action by written notice to such designee, and in the event of such veto, the Declarant designee shall veto the action.

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

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

10.13. **No Deemed or Verbal Approval.** Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer's actual receipt of the Owner's application, **the application is deemed denied. Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed.** If the Architectural Reviewer approves a change, the Owner or the Architectural Reviewer may require that the architectural approval be Recorded, with the cost of Recordation borne by the Owner. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Reviewer's

approval and thereafter diligently prosecuted to completion, or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.

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

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

(i) The Owner must adhere strictly to the plans and specifications which accompanied the application.

(ii) The Owner must initiate, diligently prosecute, and complete the Improvement in a timely manner.

(iii) If the approved application is for work that requires a building permit from a municipality of other regulatory authority, the Owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that such plans and specifications comply with a municipality or other regulatory authority requirements. Alternatively, approval by a municipality or other regulatory authority does not ensure Architectural Reviewer approval.

ARTICLE 11
CONSTRUCTION & USE RESTRICTIONS

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

11.2. **Recreational Use and Limit on Continuous Occupancy**. Units shall be used for placement of Recreational Vehicles and use of Tiny Homes for temporary occupancy only. Continuous occupancy by an individual or family is limited to no more than 90 consecutive

days or 90 days within a period of 105 days. Units shall not be used by a Person for the following purposes:

(i) permanent mailing address.

(ii) address for driver's license or for government issued identification.

(iii) address for voter registration.

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

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

(i) Use of Common Elements.

(ii) Hazardous, illegal, or annoying materials or activities on the Property.

(iii) The use of Property-wide services provided through the Association.

(iv) The consumption of utilities billed to the Association.

(v) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.

(vi) The occupancy and leasing of Units.

(vii) Animals.

(viii) Vehicles.

(ix) Disposition of trash and control of vermin, termites, and pests.

(x) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Occupants.

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

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

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

11.7. **Permanent Structures**. Construction of permanent structures on the Units is prohibited except as otherwise expressly provided herein.

11.8. **Recreational Vehicles and Tiny Homes**. During the Development Period, all Recreational Vehicles and Tiny Homes to be placed on a Unit are subject to the approval of the Declarant, in its sole discretion. Thereafter, the Architectural Reviewer shall have the sole discretion to approve all Recreational Vehicles and Tiny Homes. Mobile homes are strictly prohibited. This provision shall also apply to replacement Recreational Vehicles or Tiny Homes acquired subsequent to the acquisition of the Unit.

11.8.1. A Tiny Home shall not be allowed on the Lot unless installed or approved subject to the conditions in *Section 11.9*.

11.8.2. **Procedure for Placement of Tiny Home on Lot.**

(i) Owner must notify Declarant in writing of Owner's intent to place Tiny Home on a Unit.

(ii) Within two (2) weeks of receipt of notice from the Owner, Declarant shall confirm to Owner that Owner may proceed with placing a Tiny Home on the Unit. Upon receipt of notice from the Declarant that a Tiny Home is approved for the Unit, Owner shall then proceed with having a Tiny Home placed on the Unit.

(iii) Tiny Homes must be professionally installed.

11.8.3. All Tiny Homes must meet the Standard A119.5 adopted by the American National Standards Institute.

11.9.4. Tiny Homes must be skirted.

11.9. **Prohibited Activities**.

11.9.1. **Parking.**

(i) The parking of any vehicle is prohibited on streets within the Property except for construction vehicles of the Declarant which may be parked in the streets of a construction area during the Development Period.

(ii) The parking of commercial vehicles or equipment, Recreational Vehicles other than the one such Recreational Vehicle to be parked on the Unit of a Member, boats and other watercraft, trailers, dollies, stored vehicles or inoperable vehicles anywhere within the Property is prohibited except in parking or storage areas as may be designed by Declarant or the Board, provided, construction, service and delivery vehicles shall be excepted from this provision during daylight hours for such period of a time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area, and boats may be parked in driveways for not more than 24 hours.

(iii) The parking of passenger vehicles shall be limited to two (2) per Unit at any one time. In the event guest vehicles would cause the limitation of this provision to be exceeded, the guests may park in areas designated by the Board.

(iv) Overnight parking is allowed only in designated areas by the Board. For purposes of this paragraph, "overnight parking" shall mean the parking of any RV, motor vehicle or trailer for any period of two (2) hours or longer during the hours between sundown and sunrise.

11.9.2. **Personal Property Maintenance**. No Recreational Vehicle, Tiny Home, or Unit shall be allowed to fall into disrepair, or to become unsafe, unsanitary, or unsightly. All Recreational Vehicles, Tiny Homes, and Units shall at all times be kept in good condition and repair and adequately painted or otherwise finished. Each Recreational Vehicle and Tiny Home shall at all times remain insured and duly licensed or registered for operation on public roads and streets and, other than periods of ordinary maintenance conducted in approved areas, readily moveable with

all applicable engines, transmissions, tires, axels, lights, and other equipment installed and operational such that the Recreational Vehicle or Tiny Home is capable of immediate use on or transport across public roads. For purposes of this section, "immediate" means that the Recreational Vehicle or Tiny Home will be capable of being used on or transported across public roads within twelve (12) hours of the Owner receiving notice.

11.9.3. **No Commercial Use**. No trade or business may be conducted on any Unit.

11.9.4. **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Occupant shall be allowed no more than three (3) household pets plus no more than two (2) birds in any Unit. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules. In addition, the following shall apply:

(i) All animals shall be on a leash or carried when outside the Recreational Vehicle or Tiny Home.

(ii) All pet owners shall immediately remove and properly dispose of any pet litter deposited on any portion of any Unit or Common Area.

(iii) The Board may require any animal that: (1) exhibits aggressive behavior, including but not limited to: snarling, growling, hissing, lunging, snapping or biting; or (2) is kept in an unsanitary condition; or (3) is loud and disruptive, by permanently removing from the RV Park upon five (5) days written notice.

(iv) Where applicable, all pets shall be duly licensed in such location that an Owner resides. Any animal regulations promulgated by Gillespie County, Texas which are more restrictive and stringent than those set forth herein, shall control.

11.9.5. **Annoyance**. No Unit may be used in any way that: (i) may reasonably be considered annoying to Occupants; (ii) may be calculated to reduce the desirability of

the Property as a residential neighborhood; (iii) may endanger the health or safety of Occupants of other Units; (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 determine what constitutes an annoyance.

11.9.6. **Illegal Activities**. All activity which violates local, state, or federal laws or regulations shall be prohibited within the Property; however, the Board shall have no obligation to take enforcement action in the event of a violation.

11.9.7. **Hobbies and related Activities**. Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of Recreational Vehicles or Tiny Homes on the Unit shall be prohibited within the Property.

11.9.8. **Exterior Sculpture and Similar Items**. No exterior sculpture, fountains, flags and temporary flagpoles, birdhouses, birdbaths, other decorative embellishments, or similar items shall be permitted unless approved in accordance with *Article 10* of this Declaration; provided, however, the American flag will be allowed subject to reasonable restrictions as established by the Architectural Reviewer.

11.9.9. **Playground**. No jungle gyms, swing sets, or similar playground equipment shall be erected or installed on any Unit. Any playground or other play areas or equipment furnished by the Association or erected within the Property shall be used at the risk of the user. The Association shall bon be liable to any user or Person for any claim, damage, or injury occurring thereon or related to the use thereof.

11.9.10. **Pools**. No swimming pools, whirlpools or spas shall be erected, constructed, or installed on any Unit.

11.9.11. **Outside Burning**. Outside burning of trash, leaves, debris, or other materials, except as may be authorized by the Declarant within Common Areas or with Declarant approval.

11.9.12. **Loudspeakers, etc**. Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound devise so as to be an unreasonable annoyance or nuisance to occupants or other Units in the Board's judgement, except alarm devises used exclusively for security purposes shall be prohibited within the RV Park.

11.9.13. **Dumping**. There shall be no dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Property.

11.9.14. **Trash**. Rubbish, trash, or garbage must be placed in approved containers.

11.9.15. **Fireworks**. Use and discharge of firecrackers and other fireworks shall be prohibited unless sponsored by the Declarant or the Association. Neither the Declarant nor the Association shall have any obligation to take action to prevent or stop such discharge.

11.9.16. **Storage of Hazardous Fuels**. On -site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored in each Unit for emergency purposes and for the operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to sore fuel for operation of maintenance vehicles, generators, and similar equipment.

11.9.17. **Garage, Rummage and Moving Sales**. Any business, trade, garage sale, moving sale, rummage sale, or similar activity shall be prohibited within the Property.

11.9.18. **Hunting, Trapping**. Capturing, trapping, or killing of wildlife within the Property shall be prohibited, unless authorized by the Declarant or the Association and in accordance with State or local law and any governmental entities having jurisdiction.

11.9.19. **Holiday Decorations**. Holiday lighting and decorations on the exterior of Units shall be prohibited within the Property except for lighting and decorations that are displayed in commemoration or celebration of publicly observed holidays. Such lighting and decorations may not be displayed more than four weeks in advance of the holiday and must be removed within ten (10) days after the holiday has ended.

11.9.20. **Unsightly Devices**. Devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as my diminish or destroy the enjoyment of the Property shall be prohibited within the Property.

11.9.21. **Sheds**. One shed or storage building is permitted on the Unit with Declarant or Board approval. Sheds or storage buildings not approved by or constructed by Declarant, or its approved contractors or subcontractors shall be prohibited within the Property. Structures, equipment, or other items on the exterior portions of a Unit which have become rusty, dilapidated, or otherwise fallen into disrepair shall be prohibited within the Property.

11.9.22. **Fences**. No fences may be erected upon any Unit.

11.9.23. **Vehicle Maintenance**. No vehicle maintenance may be performed upon the Unit or Common Area, except in areas designated by the Declarant or the Association, or in the event of an emergency.

11.9.24. **All-Terrain Vehicles**. The use of All-terrain vehicles (ATVs) within the RV Park is prohibited. The storage of ATVs on a Unit is permitted.

11.9.25. **Boats**. Boats may not be stored on a Unit.

11.9.26. **Mailboxes**. Mailboxes on Units are prohibited.

11.9.27. **Carports**. Carports or similar structures on Units or Common Areas are prohibited.

11.9.28. **Blocking or Removal**. No Owner or tenant of any Unit may install any improvement, fixture, or other item on any Recreational Vehicle, Tiny Home, or Unit that blocks or otherwise hinders or impedes the removal of any Recreational Vehicle or Tiny Home. No skirting may be installed on Tiny Homes in a manner that requires the use of specialized equipment, tools, or services to allow for the removal of Tiny Homes.

11.9.29. **Firearms**. The display or discharge of firearms 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.

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

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

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

11.9.33. **Signs**. No sign of any kind, including signs (including signs advertising Units for sale, for rent or for lease), may be erected, placed, or permitted to

remain on the Property unless written approval has been obtained in advance from the Architectural Reviewer. The Architectural Reviewer may adopt sign guidelines associated with the erection and display of certain signs which guidelines may govern the location, nature, dimensions, number, and time period a sign may remain on the Property or a Unit. As used in this Section 11.16, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Architectural Reviewer, acting through the Association, may affect the immediate removal of any sign or object which has not been approved in advance by the Architectural Reviewer.

Notwithstanding the foregoing, political signs may be erected provided the sign: (a) is erected no earlier than the 90th day before the date of the election to which the sign relates; (b) is removed no later than the 10th day after the date of the election to which the sign relates; and (c) 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. Additionally, a religious item on the entry door or door frame of a Unit (which may not extend beyond the outer edge of the door frame) is permitted, provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches.

11.10. **Golf Cart Restrictions**. Golf carts shall be permitted, subject to the following:

(i) All golf carts shall be insured and evidence of such will be filed in the offices of the Association.

(ii) All golf cart drivers must have a valid driver's license.

(iii) Unless equipped with lights, golf carts shall not be driven after dark.

(iv) Golf cart use restricted to areas designated by the Association.

11.11. **Antenna.** Except as expressly provided below, no exterior radio, television or communications antenna or aerial or satellite dish or disc, nor any solar energy system (collectively, an "**Antenna/Dish**"), shall be erected, maintained, or placed on a Unit without the prior written approval of the Architectural Reviewer.

11.11.1. **Dishes Over One Meter Prohibited**. Unless otherwise approved by the Architectural Reviewer, an Antenna/Dish which is over one meter in diameter is prohibited within the Regime.

11.11.2. **Notification**. An Owner or Occupant who wishes to install an Antenna/Dish one meter or less in diameter (a "**Permitted Antenna**") must submit a

written notice to the Architectural Reviewer, which notice must include the Owner or Occupant's installation plans for the satellite dish.

11.11.3. **One Dish Limitation**. Unless otherwise approved by the Architectural Reviewer, only one Permitted Antenna per Unit is permitted. In the event an acceptable quality signal for video programming or wireless communications cannot be received from one satellite dish, the Owner must provide written notification to the Architectural Reviewer. Upon notification, the Owner will be permitted to install an additional Permitted Antenna if a single Permitted Antenna is not sufficient for the reception of an acceptable quality signal and the use of an additional Permitted Antenna results in the reception of an acceptable quality signal.

11.11.4. **Permitted Installation Locations – Generally**. An Owner or Occupant may erect a Permitted Antenna (after written notification has been provided to the Architectural Reviewer) if the Owner or Occupant has an exclusive use area in which to install the antenna. An "exclusive use area" is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners and Occupants. Unless otherwise approved by the Architectural Reviewer, the Permitted Antenna must be entirely within the exclusive use area of the Owner's Unit.

A Permitted Antenna or the use of a Permitted Antenna may not interfere with satellite or broadcast reception to other Units or the Common Elements, or otherwise be a nuisance to Occupants of other Units or to the Association. A Permitted Antenna exists at the sole risk of the Owner and/or Occupant of the Unit. The Association does not insure the Permitted Antenna and is not liable to the Owner or any other person for any loss or damage to the Permitted Antenna from any cause. The Owner will defend and indemnify the Architectural Reviewer and the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Permitted Antenna. The Architectural Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

11.11.5. **Preferred Installation Locations**. A Permitted Antenna may be installed in a location within the Unit from which an acceptable quality signal can be obtained and where least visible from the street and the Regime, other than the Unit. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Architectural Reviewer are as follows:

(i) Attached to the back of the residence constructed within 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 within 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.

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

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

11.14. **Vehicles; Guest Parking.** All vehicles on the Property, whether owned or operated by the Occupants or their families and guests, are subject to this *Section 11.15* and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. 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. The Association may affect the removal of any vehicle in violation of this *Section 11.15* or the Rules without liability to the owner or operator of the vehicle.

11.15. **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.

11.16. **Flags**. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States Military (**"Permitted Flag"**) and permitted to install a flagpole no more than five feet (5') in length affixed to the Recreational Vehicle or Tiny Home (**"Permitted Flagpole"**). Only one (1) permitted Flagpole is allowed per Unit. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Reviewer.

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

ARTICLE 12
UNIT LEASING

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

12.2. **Leasing**. The leasing of any Unit, Recreational Vehicle, or Tiny Home by an Owner (other than Declarant) is subject to the following requirements:

(i) Leases shall be administered exclusively by the Managing Agent.

(ii) Managing Agent shall be paid a rental administration fee of thirty percent (30%) of the total rent. As part of the rental administration, Managing Agent shall cause the sales and local taxes to be collected from the tenants and paid to the appropriate taxing authority on behalf of the Owners.

(iii) All tenants, and guests are subject to the Declaration, the Rules, and other Documents. All tenants, and guests are required to register with the guard shack to receive a copy of the Declaration, the Rules and Documents.

(iv) All tenants, and guests are required to check-out with the front desk upon departing the Property for more than twenty-four (24) hours and are required to check-in with the guard shack upon returning.

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

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

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

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

Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association will have the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the tenant.

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

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

ARTICLE 13
ASSOCIATION OPERATIONS

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

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

13.3. **Name**. A name is not the defining feature of the Association. Although the initial name of the Association is Firefly RV and Tiny Home Condominium Community, Inc., the Association may operate under any name that is approved by the Board and filed with the Secretary of State of Texas as the assumed name of the filing entity. 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.

13.4. **Duration**. The Association comes into existence on the earlier to occur of the following two events: (i) the date on which the Certificate is filed with the Secretary of State of Texas; or (ii) the date on which a Unit deed is Recorded, evidencing diversity of ownership in the Property (that the Property is not owned entirely by Declarant or its affiliates).

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

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

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

13.8. **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 Attachment 5. The Guide lists several of the major management and governance functions of a typical 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. 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.

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

13.10. **Indemnification**. The Association indemnifies every officer, director, and committee member (for purposes of this *Section 13.10*, "**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 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.

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

13.11.1. Information. Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this 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, email address, and phone number; (iii) any Mortgagee's name; (iv) the name and phone number and email address of any Occupant other than the Owner; and (v) the name, address, email address, and phone number of Owner's managing agent, if any.

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

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

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

13.11.5. Liability for Violations. Each Owner is liable to the Association as applicable, for violations of the Documents or the Declaration by the Owner, an

Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association to obtain compliance, including attorney's fees whether or not suit is filed.

13.12. **Unit Resales.** This *Section 13.12* applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than Declarant:

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

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

13.12.3. Other Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Regular or Special Assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This *Section 13.12.3* does not obligate the Board or the manager to levy transfer-related fees.

13.12.4. Exclusions. The requirements of *Section 13.12* 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; a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (iv) a disposition by a government or governmental agency. Additionally, the requirements of this *Section 13.12* do not apply to the initial conveyance from Declarant.

ARTICLE 14
ENFORCING THE DOCUMENTS

14.1. **Notice and Hearing.** Before levying a fine for violation of the Documents (other than nonpayment of Assessments), the Association will give the Owner written notice of the

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

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

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

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

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

14.2.4. **Self-Help**. The Association has the right to enter a Common Element or Unit to abate or remove, using force as may reasonably be necessary, any Improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Association is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion

of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish any Improvement within a Unit without judicial proceedings.

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

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

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

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

ARTICLE 15
INSURANCE

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

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

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

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

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

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

15.1.6. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an

insured loss, the deductible is treated as a Common Expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant or their guest or invitee, then the Board may levy an Individual Assessment against the Owner and the Owner's Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with *Section 14.1* of this Declaration.

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

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

15.2.2. **Units Not Insured by Association**. In no event will the Association maintain property insurance on the Units. Accordingly, each Owner of a Unit will be obligated to maintain property insurance on such Owner's Unit, including any betterments and Improvements constructed within or exclusively serving such Unit, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Association does not insure an Owner or Occupant's personal property. THE ASSOCIATION REQUIRES THAT EACH OWNER AND OCCUPANT PURCHASE AND MAINTAIN CASUALTY LOSS INSURANCE ON THEIR RECREATIONAL VEHICLE / TINY HOME, INCLUDING PERSONAL LIAIBLITY IN AN AMOUNT NOT LESS THAN $1,000,000.00, WITH THE "FULL TIMER" ENDORSEMENT.

15.2.3. **Endorsements**. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender, such as Inflation Guard Endorsement, Building Ordinance or Law Endorsement, and a Special Condominium Endorsement.

15.3. **Liability Insurance.** The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within his Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. The amount of coverage should be at least that required by an Underwriting Lender, to the extent reasonably available. The

purpose of this requirement is, in part, to assure mortgage companies that the Association maintains at least minimum levels of insurance coverage. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

15.4. **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 so chooses.

15.5. **Fidelity Coverage.** The Association may 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 services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, 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.

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

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

ARTICLE 16
RECONSTRUCTION OR REPAIR AFTER LOSS

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

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

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

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

16.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: if Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board.

16.3. **Costs And Plans**.

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

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

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

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

ARTICLE 17
TERMINATION AND CONDEMNATION

17.1. **Association As Trustee**. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act,

including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

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

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

ARTICLE 18
MORTGAGEE PROTECTION

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

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

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

be based on the number of Units subject to mortgages held by Eligible Mortgagees. For example, "51 percent of Eligible Mortgagees" means Eligible Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Eligible Mortgagees.

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

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

18.4. **Implied Approval**. The approval of an Eligible Mortgagee is implied when the Eligible Mortgagee fails to respond within sixty (60) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

18.5. **Other Mortgagee Rights**.

18.5.1. 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.

18.5.2. Financial Statements. If a Mortgagee submits a written request, the Association will give the Mortgagee an audited statement for the preceding fiscal year within one hundred and twenty (120) days after the Association's fiscal year-end. A Mortgagee may have an audited statement prepared at its own expense.

18.5.3. Attendance at Meetings. A representative of an Eligible Mortgagee may attend and address any meeting which an Owner may attend.

18.5.4. Right of First Refusal. This Declaration does not establish a right of first refusal in favor of any party.

18.5.5. Management Contract. If professional management of the Association is required by this *Article 18*, the contract for professional management may not require more than ninety (90) days' notice to terminate the contract, nor payment of a termination penalty.

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

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

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

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

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

(v) Any proposed amendment of a material nature, as provided in this *Article 18*.

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

18.7. **Amendments of a Material Nature**. A Document 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 Eligible Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS EFFECTED BY THE EXERCISE OF A DEVELOPMENT RIGHT PROVIDED IN APPENDIX "A" ATTACHED HERETO**. A change to any of the provisions governing the following would be considered material:

(i) Voting rights.

(ii) Assessment liens or the priority of assessment liens.

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

(iv) Responsibility for maintenance and repairs.

(v) Reallocation of interests in the General Common Elements, or rights to their use.

(vi) Redefinitions of boundaries of Units, except pursuant to any rights reserved by Declarant pursuant to Appendix "A"

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

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

(ix) Property or fidelity insurance requirements.

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

(xi) Imposition of any restrictions on Owners' right to sell or transfer their Units.

(xii) Restoration or repair of the Regime, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.

(xiii) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 19
AMENDMENTS

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

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

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

19.4. **Declarant Rights.** Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A". An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect the Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. Because Appendix "A" of this Declaration is destined to become obsolete, beginning twelve (12) 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 19.4* may not be amended without the Declarant's advance written and acknowledged consent.

ARTICLE 20
DISPUTE RESOLUTION

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

20.1.1. "**Claim**" means:

(i) Claims relating to the rights and/or duties of Declarant or its permitted assigns, under the Documents or the Act.

(ii) Claims relating to the acts or omissions of the Declarant during its control and administration of the Association, any claim asserted against the Architectural Reviewer if the claim relates to any act or omission of the Architectural Reviewer while controlled by the Declarant, and any claims asserted against a Person appointed by the Declarant to serve as a Board member or officer of the Association.

(iii) Claims relating to the design or construction of the Property, Units, or any Improvement made by or on behalf of the Declarant, or its permitted assigns.

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

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

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

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

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

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

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

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

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

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

(1) one arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(2) one arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(3) one arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

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

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

20.7.4. **Scope of Award; Modification or Vacation of Award**. The arbitrator shall resolve all Claims in accordance with the Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this *Section 20.7*. The arbitrator may also grant such ancillary relief as is necessary to make effective the award. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of Applicable Law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Applicable Law; (ii) conclusions of Applicable Law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential, or punitive damages for any Claim.

20.7.5. **Other Matters**. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Gillespie County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. The arbitrator shall have the power to award recovery of all costs and fees (including attorney's fees, administrative fees, and arbitrator's fees) to the prevailing party. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news

media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

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

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

20.10. **Period of Limitation**.

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

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

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

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

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

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

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

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

ARTICLE 21
GENERAL PROVISIONS

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

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

21.3. **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.

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

this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

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

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

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

21.8. **Declarant as Attorney in Fact and Proxy**. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to Appendix "A" and elsewhere in this Declaration, each Owner, by accepting a deed to a Unit and each Mortgagee, by accepting the benefits of a Mortgage against a Unit within the Regime, and any other Person, by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Unit in the Regime, shall thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and Person's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to Appendix "A" or elsewhere in this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee, and/or Person, shall be deemed, conclusively, to be coupled with an interest and shall survive the dissolution, termination, insolvency, bankruptcy, incompetency, and death of an Owner, Mortgagee, and/or Person and shall be binding upon the legal representatives, administrators, executors, successors, heirs, and assigns of each such party. In addition, each Owner, by accepting a deed to a Unit, and each Mortgagee, by accepting the benefits of a Mortgage against a Unit in the Regime, and any Person, by accepting the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien, and/or any other security interest against any Unit in the Regime, shall thereby appoint Declarant the proxy of such Owner, Mortgagee, or Person, with full power of substitution in the 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 effect and perfect any such act permitted or required 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 reserved in Declarant, as the attorney-in-fact for each such Owner, Mortgagee, or Person includes, without limitation, the authority to execute a proxy as the act and deed of any Owner, Mortgagee, or Person and, upon termination or revocation of any Owner's proxy as permitted by the Business Organizations Code the authority to execute successive proxies as the act and deed of any Owner, Mortgagee, or Person authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. Furthermore, each Owner, Mortgagee, and Person upon request by Declarant, will execute and deliver a written proxy pursuant to Section 82.110(b) of the Act, including a successive written proxy upon the termination or revocation as permitted by the Act of any earlier proxy, authorizing Declarant, or any substitute or successor Declarant appointed thereby, to cast a like vote for such Owner at any meeting of the Members of the Association. All such appointments and successive proxies shall expire as to power reserved by Declarant pursuant to 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 Declarant's right to require such successive proxies expires.

21.9. **Appendix/ Attachments**. The following appendixes and exhibits are attached to this Declaration and are incorporated herein by reference:

Attachment 1	Plats and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests
Attachment 4	Guide to Association's Examination of Common Elements
Attachment 5	Guide to Association's Major Management and Governance Functions
Appendix "A"	Declarant Reservations

[SIGNATURE PAGE FOLLOWS]

EXECUTED on this 19th day of July, 2022.

DECLARANT:

FIREFLY PARTNERS, LLC,
a North Carolina limited liability company

By: _____
Printed Name: Peter Springer
Title: Managing member

North Carolina
STATE OF ~~TEXAS~~ §
§
COUNTY OF Mecklenburg §

This instrument was acknowledged before me on the 19th day of July, 2022, by Peter Springer, the Managing Member of FIREFLY PARTNERS, LLC, a North Carolina limited liability company, on behalf of said limited liability company.

[seal] JOHN W. OAKES II Notary Public Iredell County My Comm. Exp. 09-21-2022 NORTH CAROLINA

_____
Notary Public, State of ~~Texas~~ North Carolina

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the liens created by that certain Deed of Trust recorded as Document No. 20214347 in the Official Public Records of Gillespie County, Texas (the "**Lien**"), securing notes of even date therewith, executes this Declaration solely for the purposes of (i) evidencing its consent to this Declaration, and (ii) subordinating the Lien to this Declaration, both on the condition that the Lien shall remain superior to the Assessment Lien in all events. The undersigned makes no representation or warranty, express or implied, of any nature whatsoever, to any Owner with respect to any Unit or the effect of the terms and provisions of this Regime.

FIRST UNITED BANK AND TRUST COMPANY

By: J. Don McAlpin
Name: _____
Title: S.V.P.

THE STATE OF TEXAS §
§
COUNTY OF Burnet §

This instrument was acknowledged before me on this 22 day of July, 2022, by J. Don McAlpin as Jr. Vice President of FIRST UNITED BANK AND TRUST COMPANY, on behalf of said entity in the capacity stated herein.

Erica Henderson
Notary Public, State of Texas

(seal)

ERICA HENDERSON
Notary Public, State of Texas
Comm. Expires 10-05-2022
Notary ID 131750568

ATTACHMENT 1

CONDOMINIUM PLATS AND PLANS

The plats and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Jeff Boerner, Surveyor
MDS Land Surveying
RPLS No. 4939
Texas Registration No. 10019600

Kevin W. Spraggins, Engineer
VEI Consulting Engineers
Texas Registration No. F-16

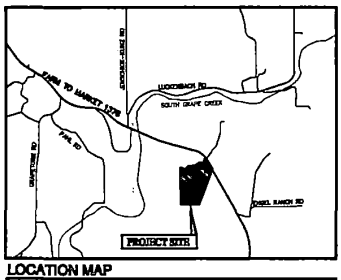
LEGEND

- 1/2" IRON ROD FOUND
- TXDOT MONUMENT FOUND
- CALCULATED POINT
- BOUNDARY
- LOT LINE
- EASEMENT
- ADJACENT PROPERTY
- GENERAL COMMON AREA
- PWS — PWS PUMPHOUSE/WELL/TANK
- G.C.A. — G.C.A. WITH IMPROVEMENTS THAT MUST BE BUILT

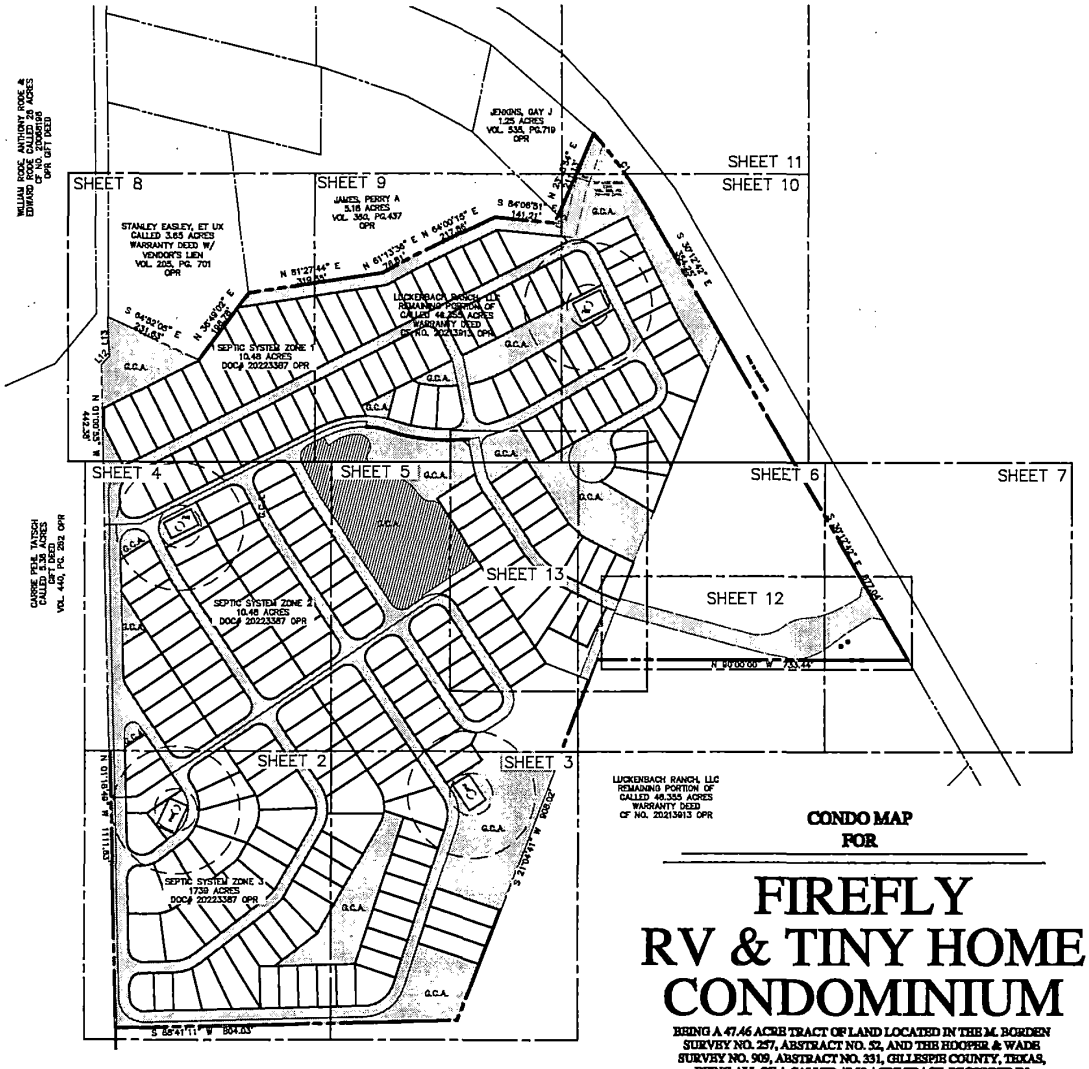
NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203).
2. DISTANCES SHOWN HEREON ARE GRID VALUES.
3. THIS SUBDIVISION LIES TOTALLY WITHIN THE FREDERICKSBURG INDEPENDENT SCHOOL DISTRICT.
4. THE LOTS SHOWN HEREON WILL BE SERVICED BY ONSITE SEWAGE FACILITIES AND PUBLIC WATER SYSTEMS.

0 125 250
1"=250'



LOCATION MAP
NOT TO SCALE



CONDO MAP FOR

FIREFLY RV & TINY HOME CONDOMINIUM

BEING A 47.46 ACRE TRACT OF LAND LOCATED IN THE M. BORDEN SURVEY NO. 257, ABSTRACT NO. 52, AND THE HOOPER & WADE SURVEY NO. 909, ABSTRACT NO. 331, GILLESPIE COUNTY, TEXAS, BEING ALL OF A CALLED 47.50 ACRE TRACT, RECORDED IN DOCUMENT NO. 20211344, OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS.

RANCH ROAD 1376 OFF E US HWY 290, FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — SURVEYOR
CONTACT: JEFF BOERNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-816-1818
TBPLS FIRM No. 10019600

VEI CONSULTING ENGINEERS — ENGINEER
CONTACT: KEVIN W. SPRAGGINS
507 E. HIGHWAY ST., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-6967
Texas Registration # F-165

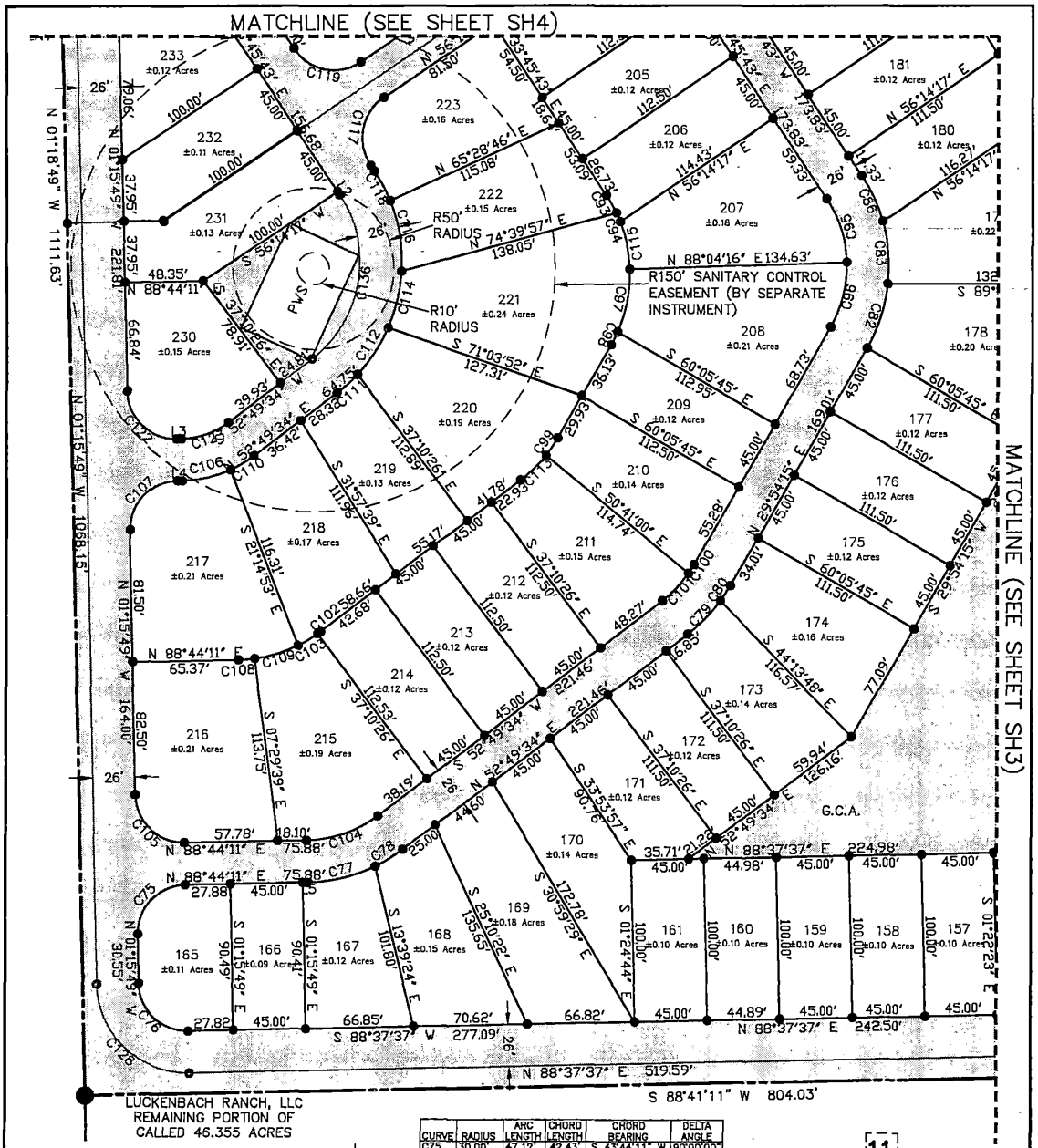
FILE NO: 20100
DATE: 07/22/2022
SHEET: (1 OF 14)

SURVEYOR'S AFFIRMATION:

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION. THIS ___th DAY OF_____, 2022, THAT THIS MAP CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

JEFF BOERNER
R.P.L.S. # 4939
TEXAS REGISTRATION NO. 10019600

STATE OF TEXAS — REGISTERED — JEFF BOERNER — 4939 — PROFESSIONAL LAND SURVEYOR



LINE	BEARING	DISTANCE
L2	S 33°45'43" E	2.43'
L3	S 88°44'11" W	2.97'
L4	S 88°44'11" W	2.97'
L5	N 88°44'11" E	3.00'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C75	30.00'	47.12'	42.43'	S 43°44'11" W	90°00'00"
C76	30.00'	47.18'	42.47'	S 46°19'06" E	90°06'34"
C77	101.00'	43.31'	42.98'	S 76°27'06" W	24°34'11"
C78	101.00'	19.99'	19.96'	S 58°29'47" W	11°20'26"
C79	101.00'	29.17'	29.07'	S 44°33'10" W	16°32'47"
C80	101.00'	11.24'	11.23'	S 33°05'31" W	6°22'32"
C82	101.00'	42.08'	41.75'	S 17°58'30" W	23°51'30"
C83	101.00'	39.01'	38.77'	S 05°01'09" E	22°07'49"
C86	101.00'	31.16'	31.04'	S 24°55'23" E	17°40'39"
C93	87.50'	12.51'	12.50'	S 29°39'56" E	8°11'34"
C94	87.50'	5.90'	5.90'	S 23°38'19" E	3°51'40"
C95	75.00'	41.87'	41.14'	N 17°50'43" W	31°48'55"
C96	75.00'	41.67'	41.14'	N 13°56'18" E	31°49'59"
C97	87.50'	39.73'	39.39'	S 11°04'42" W	26°00'51"
C98	87.50'	8.89'	8.88'	S 26°59'41" W	5°49'07"
C99	87.50'	13.07'	13.06'	S 34°11'01" W	8°33'32"
C100	75.00'	6.45'	6.45'	N 32°22'08" E	4°55'46"
C101	75.00'	23.55'	23.46'	N 43°49'48" E	17°59'33"
C102	87.50'	2.32'	2.32'	S 53°35'11" W	1°31'14"
C103	87.50'	14.15'	14.13'	S 58°58'43" W	9°15'50"
C104	75.00'	47.01'	46.24'	N 70°46'53" E	35°54'37"
C105	30.00'	47.12'	42.43'	S 48°15'49" E	90°00'00"
C106	76.00'	30.63'	30.42'	S 77°11'27" W	23°05'28"
C107	30.00'	47.12'	42.43'	S 43°44'11" W	90°00'00"
C108	87.50'	10.08'	10.08'	N 85°26'07" E	6°36'08"
C109	87.50'	28.29'	28.17'	N 72°52'20" E	18°31'26"
C110	76.00'	17.00'	16.97'	S 59°14'09" W	12°49'09"
C111	101.00'	16.75'	16.74'	S 48°04'26" W	9°30'17"
C112	101.00'	34.54'	34.37'	S 33°31'28" W	19°35'37"
C113	87.50'	21.93'	21.88'	N 45°38'41" E	14°21'47"
C114	101.00'	36.07'	35.88'	S 13°29'49" W	20°27'41"
C115	87.50'	30.21'	30.06'	N 11°49'07" W	19°46'46"
C116	101.00'	44.70'	44.34'	S 09°24'49" E	25°21'35"
C117	30.00'	47.12'	42.43'	S 11°14'17" W	90°00'00"
C118	101.00'	20.57'	20.53'	S 27°55'39" E	11°40'06"
C119	30.00'	47.12'	42.43'	S 78°45'43" E	90°00'00"
C122	30.00'	47.12'	42.43'	S 46°15'49" E	90°00'00"
C123	50.00'	31.34'	30.83'	N 70°46'53" E	35°54'37"
C128	56.00'	88.07'	79.27'	S 46°19'06" E	90°06'34"
C136	75.00'	113.34'	102.86'	N 09°31'56" E	86°35'17"

LEGEND

- 1/2" IRON ROD FOUND
- TXDOT MONUMENT FOUND
- CALCULATED POINT
- BOUNDARY
- LOT LINE
- EASEMENT
- ADJACENT PROPERTY
- GENERAL COMMON AREA
- PWS — PWS PUMPHOUSE/WELL/TANK

0 30 60
1"=60'

11
8 9 10
4 5 6 7
2 3

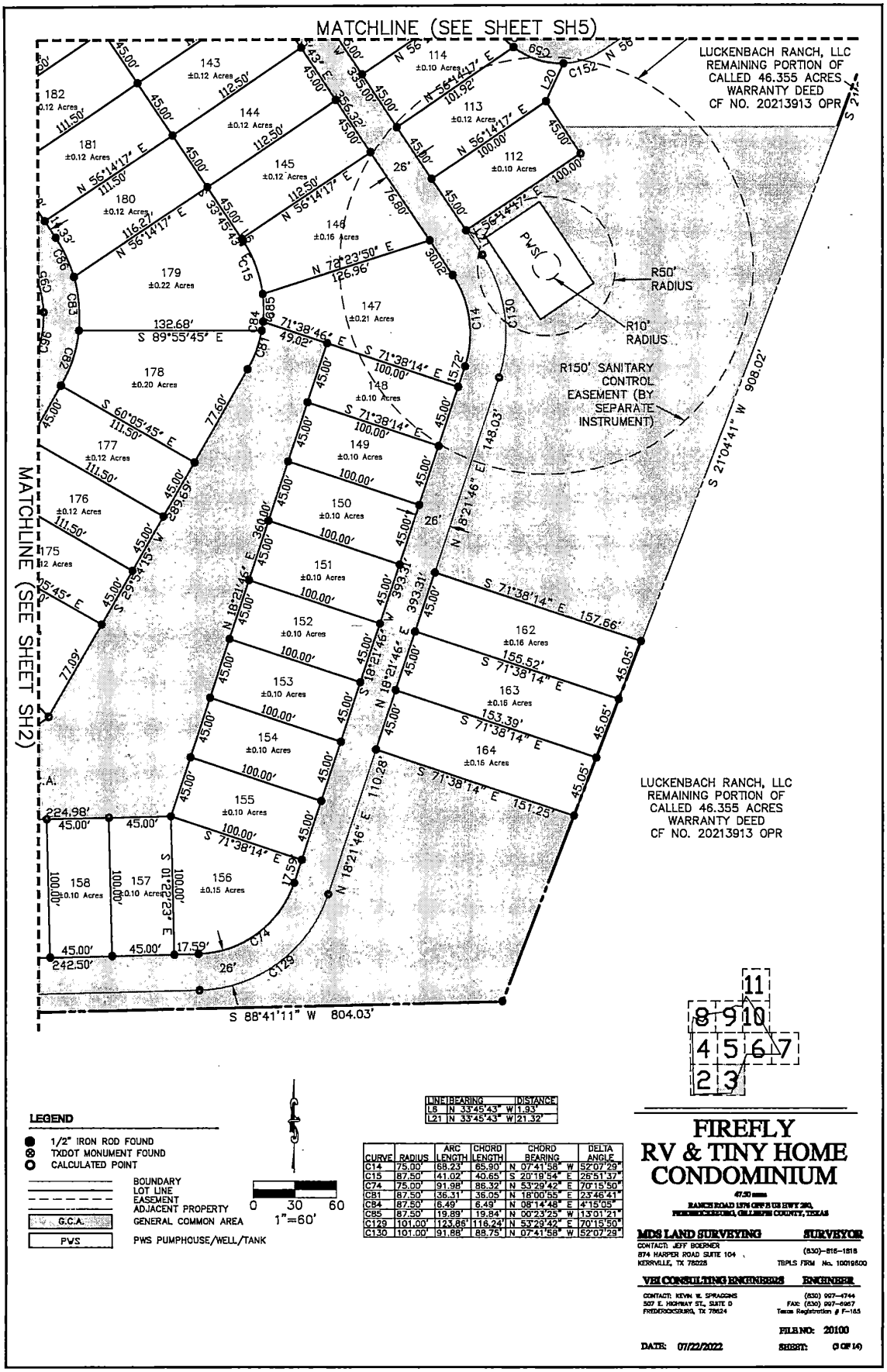
FIREFLY RV & TINY HOME CONDOMINIUM

47.30 acres
RANCH ROAD 1376 (FM 1 OR HWY 20),
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOERNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-816-1515
TBPLS FIRM No. 10019600

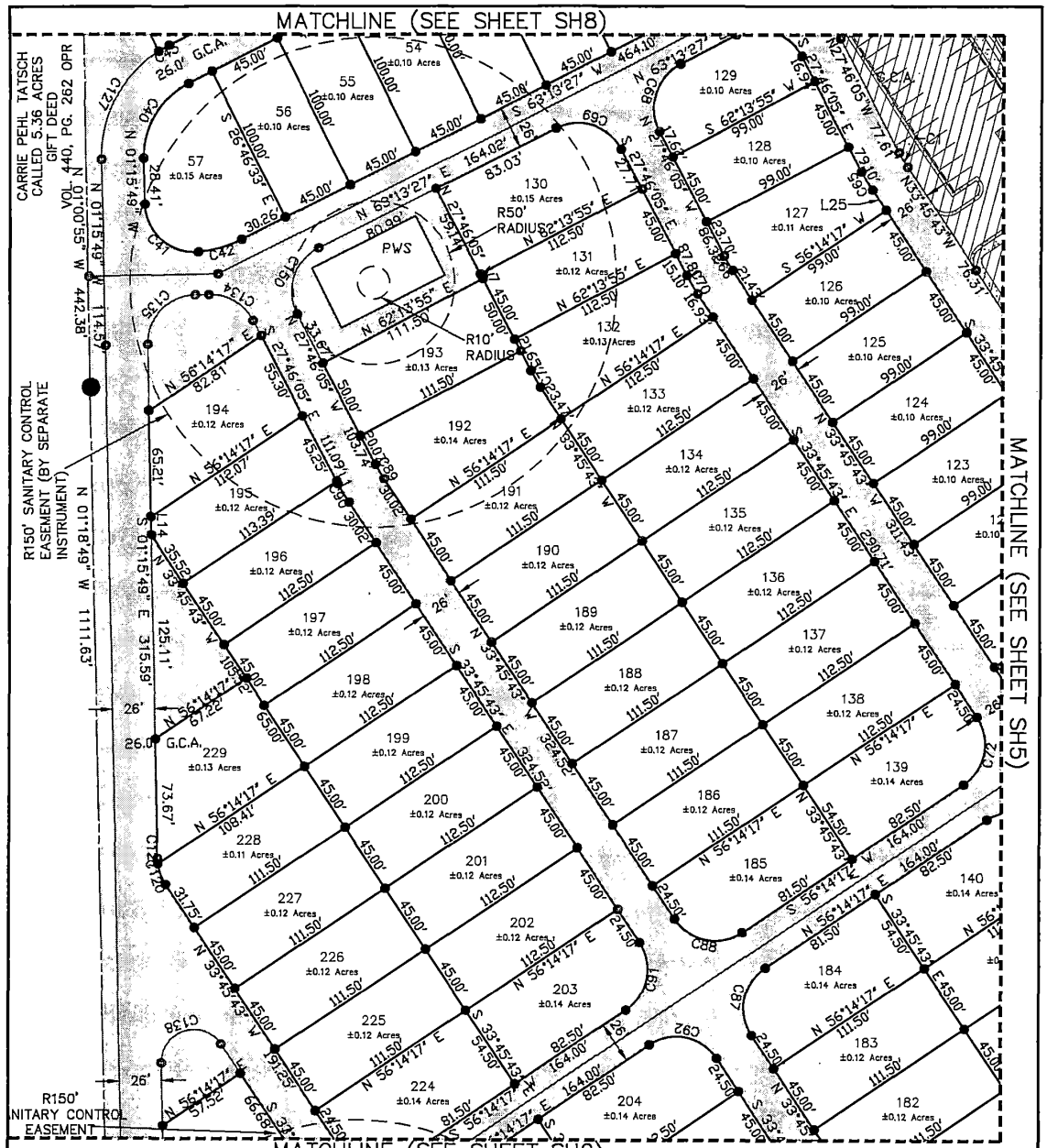
VHI CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN W. SPRAGGINS
507 E. HIGHWAY 87., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-6987
Texas Registration # F-155

FILE NO: 20100
DATE: 07/22/2022
SHEET: (2 OF 14)



LINE	BEARING	DISTANCE
L6	N 33°45'43" W	1.93'
L21	N 33°45'43" W	21.32'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C14	75.00'	68.23'	65.90'	N 07°41'58" W	52°07'29"
C15	87.50'	41.02'	40.65'	S 20°19'54" E	26°51'37"
C74	75.00'	91.98'	86.32'	N 53°29'42" E	70°15'50"
C81	87.50'	36.31'	36.05'	N 18°00'55" E	23°46'41"
C84	87.50'	6.49'	6.49'	N 08°14'48" E	4°15'05"
C85	87.50'	19.89'	19.84'	N 00°23'25" W	13°01'21"
C129	101.00'	123.86'	116.24'	N 53°29'42" E	70°15'50"
C130	101.00'	91.88'	88.75'	N 07°41'58" W	52°07'29"



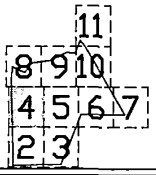
LEGEND

- 1/2" IRON ROD FOUND
- TXDOT MONUMENT FOUND
- CALCULATED POINT
- BOUNDARY
- LOT LINE
- EASEMENT
- ADJACENT PROPERTY
- G.C.A. — GENERAL COMMON AREA
- PWS — PUMPHOUSE/WELL/TANK
- G.C.A. WITH IMPROVEMENTS THAT MUST BE BUILT

0 30 60
1"=60'

LINE	BEARING	DISTANCE
L1	N 27°46'05" W	1.94'
L7	N 27°46'05" W	3.12'
L14	S 01°15'49" E	11.24'
L25	N 33°45'43" W	14.88'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	99.00'	10.36'	10.36'	N 30°45'54" W	5°59'38"
C40	50.00'	56.28'	53.35'	S 30°58'49" W	64°29'16"
C41	30.00'	49.64'	44.17'	S 48°39'47" E	94°47'57"
C42	76.00'	27.47'	27.33'	N 73°34'51" E	20°42'47"
C43	76.00'	7.40'	7.40'	N 60°28'04" E	5°34'47"
C65	125.00'	13.08'	13.07'	N 30°45'54" W	5°59'38"
C66	99.00'	10.36'	10.35'	S 30°45'54" E	5°59'38"
C68	30.00'	47.64'	42.79'	S 17°43'41" W	90°59'33"
C69	30.00'	46.60'	42.08'	N 72°16'19" W	89°00'27"
C70	125.00'	13.08'	13.07'	S 30°45'54" E	5°59'38"
C71	112.50'	11.77'	11.76'	N 30°45'54" W	5°59'38"
C87	30.00'	47.12'	42.43'	S 11°14'17" W	90°00'00"
C88	30.00'	47.12'	42.43'	S 78°45'43" E	90°00'00"
C89	99.00'	10.36'	10.35'	S 30°45'54" E	5°59'38"
C90	125.00'	13.08'	13.07'	S 30°45'54" E	5°59'38"
C91	30.00'	47.12'	42.43'	N 11°14'17" E	90°00'00"
C92	30.00'	47.12'	42.43'	N 78°45'43" W	90°00'00"
C120	30.00'	13.73'	13.61'	S 20°39'12" E	26°13'02"
C121	30.00'	3.29'	3.29'	S 04°24'15" E	6°16'52"
C127	76.00'	78.14'	74.74'	S 28°11'26" W	58°54'29"
C134	30.00'	33.25'	31.57'	N 59°30'57" W	63°29'44"
C135	30.00'	47.12'	42.43'	S 43°44'11" W	90°00'00"
C138	20.00'	51.49'	38.40'	S 72°29'14" W	147°30'06"
C150	30.00'	47.64'	42.79'	S 17°43'41" W	90°59'33"



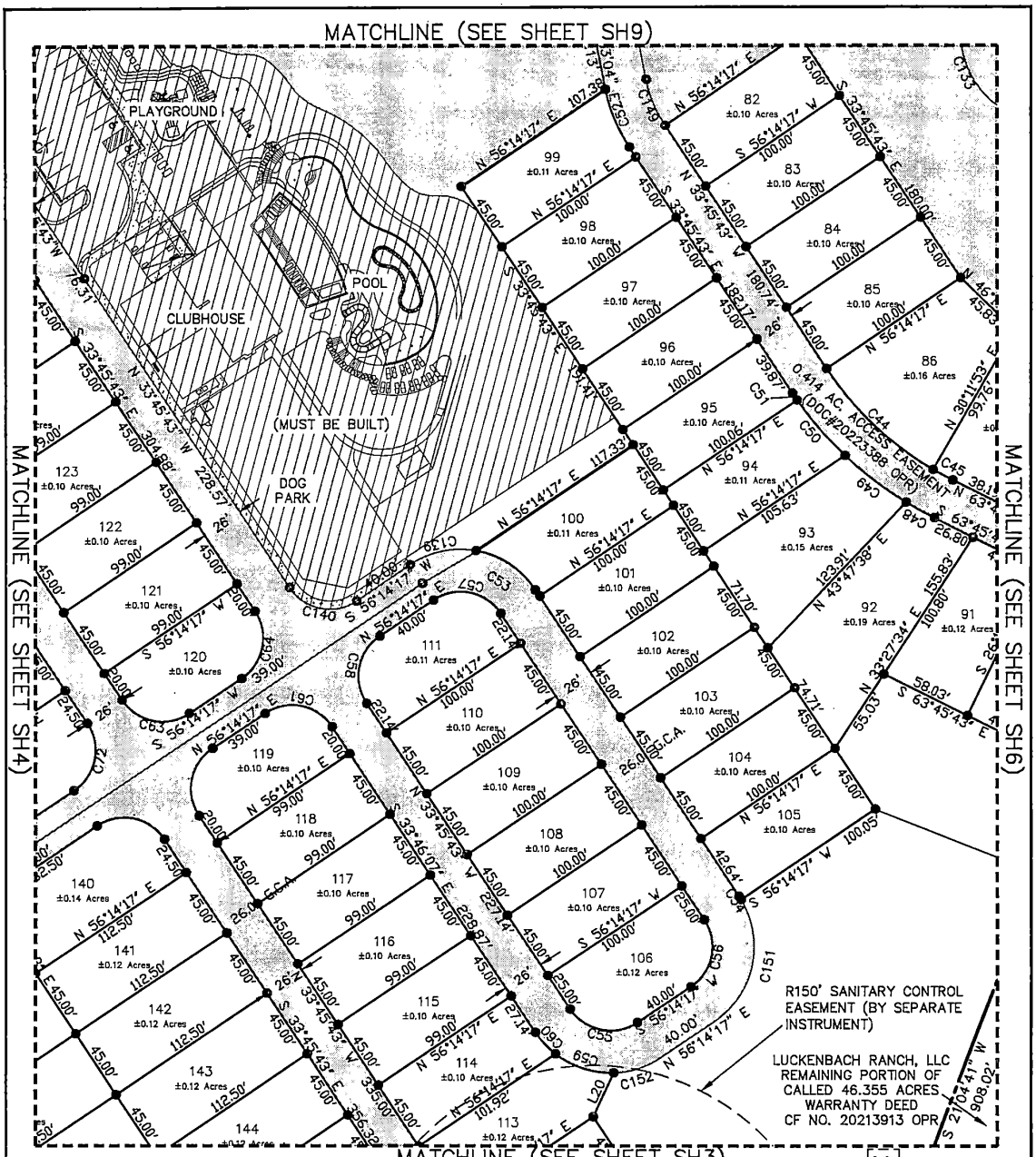
FIREFLY RV & TINY HOME CONDOMINIUM

47.39 acres
RANCH ROAD 1376 OFF U.S. HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
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974 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-816-1818
TBPLS FIRM No. 10019500

VEI CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN M. SPRAGGINS
307 E. HIGHWAY ST., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-6907
Texas Registration # F-165

FILE NO: 20100
DATE: 07/22/2022
SHEET: (4 OF 14)



LEGEND

- ● 1/2" IRON ROD FOUND
- ⊗ TXDOT MONUMENT FOUND
- ○ CALCULATED POINT
- BOUNDARY
- LOT LINE
- EASEMENT
- ADJACENT PROPERTY
- G.C.A. GENERAL COMMON AREA
- G.C.A. WITH IMPROVEMENTS THAT MUST BE BUILT

0 30 60
1"=60'

LINE	BEARING	DISTANCE
L20	N 25°23'08" E	29.72'
L22	S 84°16'21" W	571.01' *
L23	N 22°40'18" W	502.10' **

* (TO A 1/2" I.R.F. IN THE WEST BOUNDARY LINE)
** (TO A 1/2" I.R.F. IN THE NORTH BOUNDARY LINE)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C44	200.00'	91.63'	90.83'	S 46°40'36" E	26°15'03"
C45	200.00'	13.82'	13.82'	S 61°46'55" E	3°57'35"
C48	226.00'	20.14'	20.13'	N 61°12'32" W	5°06'22"
C49	226.00'	47.64'	47.55'	N 52°37'01" W	12°04'40"
C50	226.00'	45.42'	45.34'	N 40°49'14" W	11°30'54"
C51	226.00'	5.13'	5.13'	N 34°24'45" W	1°18'04"
C52	100.00'	38.65'	38.41'	N 22°41'19" W	22°08'48"
C53	56.00'	45.27'	44.05'	S 56°55'19" E	46°19'14"
C54	56.00'	2.36'	2.36'	S 32°33'24" E	2°24'38"
C55	30.00'	47.12'	42.43'	S 78°45'43" E	90°00'00"
C56	30.00'	47.12'	42.43'	N 11°14'17" E	90°00'00"
C57	30.00'	47.12'	42.43'	N 78°45'43" W	90°00'00"
C58	30.00'	47.12'	42.43'	S 11°14'17" W	90°00'00"
C59	56.00'	38.74'	37.98'	N 72°10'31" W	39°38'26"
C60	56.00'	18.17'	18.09'	N 43°03'30" W	18°35'35"
C61	30.00'	47.12'	42.43'	N 78°45'43" W	90°00'00"
C62	30.00'	47.12'	42.43'	S 11°14'17" W	90°00'00"
C63	30.00'	47.12'	42.43'	S 78°45'43" E	90°00'00"
C64	30.00'	47.12'	42.43'	N 11°14'17" E	90°00'00"
C72	30.00'	47.12'	42.43'	N 11°14'17" E	90°00'00"
C73	30.00'	47.12'	42.43'	N 78°45'43" W	90°00'00"
C133	55.00'	164.42'	109.68'	S 25°09'17" E	171°15'48"
C139	56.00'	42.69'	41.67'	S 78°04'41" W	43°40'46"
C140	30.00'	47.12'	42.43'	S 78°45'43" E	90°00'00"
C149	74.00'	30.78'	30.55'	S 22°56'02" E	23°49'43"
C151	56.00'	87.96'	79.20'	S 11°14'17" W	90°00'00"
C152	56.00'	31.05'	30.65'	S 72°07'17" W	31°45'59"

11
8 9 10
4 5 6 7
2 3

FIREFLY RV & TINY HOME CONDOMINIUM

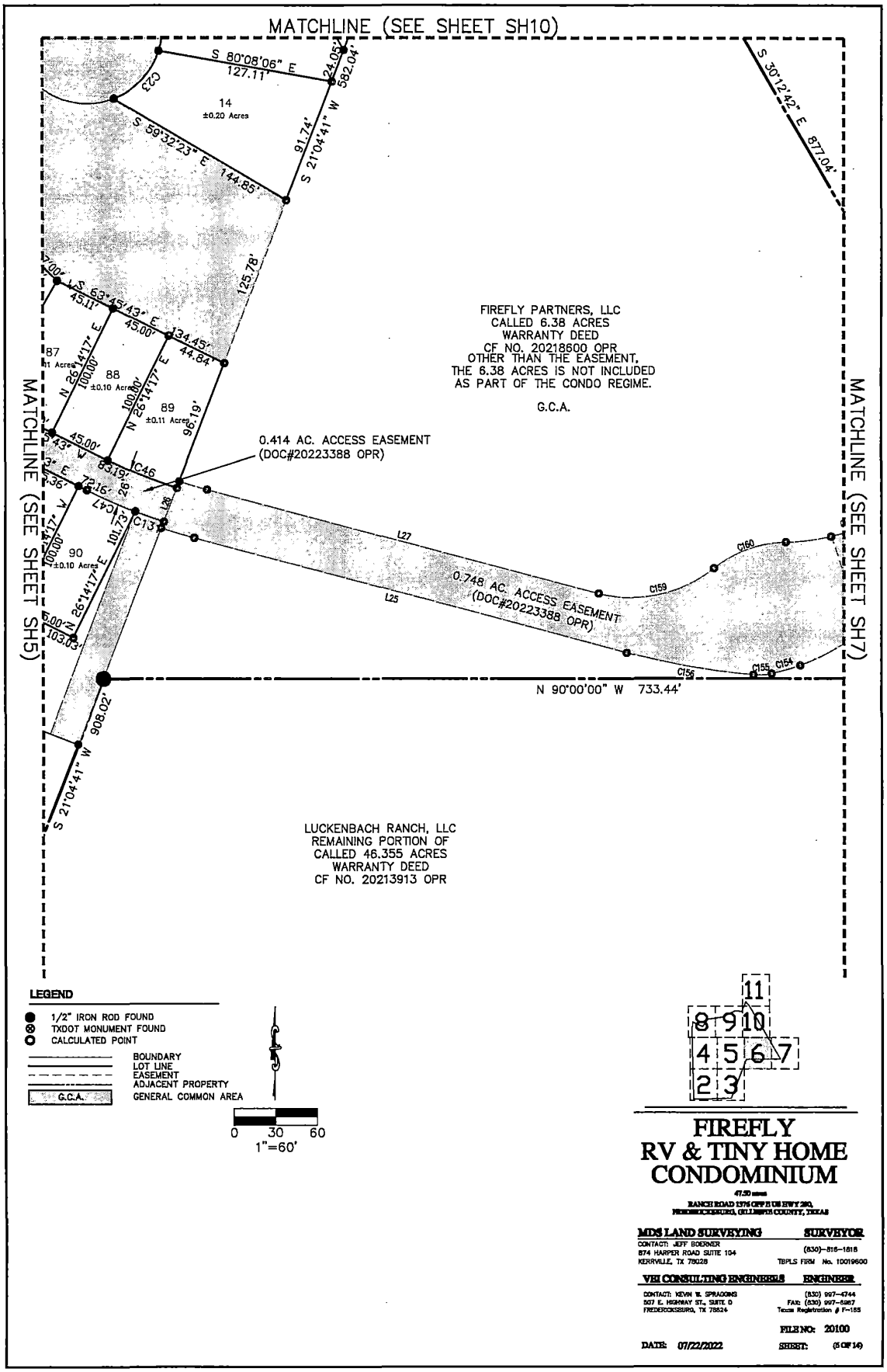
47.50 ±

RANCH ROAD 1376 OFF US HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOEDNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-815-1818
TBPLS FIRM No. 10019600

VEI CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN W. SPRAGGINS
507 E. HIGHWAY 87., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-8957
Texas Registration # F-155

FILE NO: 20100
DATE: 07/22/2022
SHEET: (5 OF 14)



FIREFLY RV & TINY HOME CONDOMINIUM

47.50 acres

RANCH ROAD 1376 OFF US HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**

CONTACT: JEFF BOERNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-816-1818
TBPLS FIRM No. 10019600

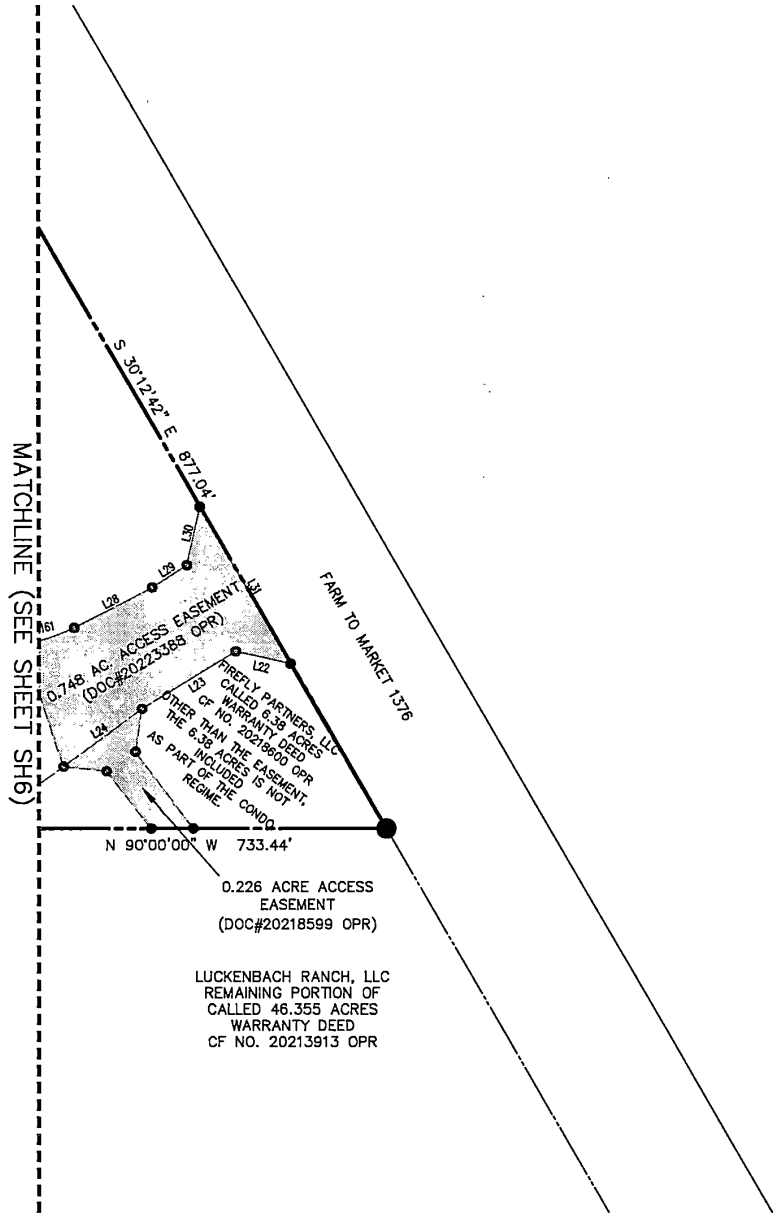
VBI CONSULTING ENGINEERS — **ENGINEER**

CONTACT: KEVIN W. SPRADDINS
507 E. HIGHWAY ST., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-6987
Texas Registration # F-155

FILE NO: 20100

DATE: 07/22/2022

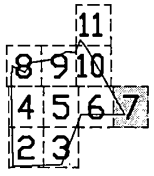
SHEET: (5 OF 14)



LEGEND

- ● 1/2" IRON ROD FOUND
- ⊗ TXDOT MONUMENT FOUND
- ○ CALCULATED POINT
- BOUNDARY
- LOT LINE
- EASEMENT
- ADJACENT PROPERTY
- G.C.A. GENERAL COMMON AREA

0 30 60
1"=60'



FIREFLY RV & TINY HOME CONDOMINIUM

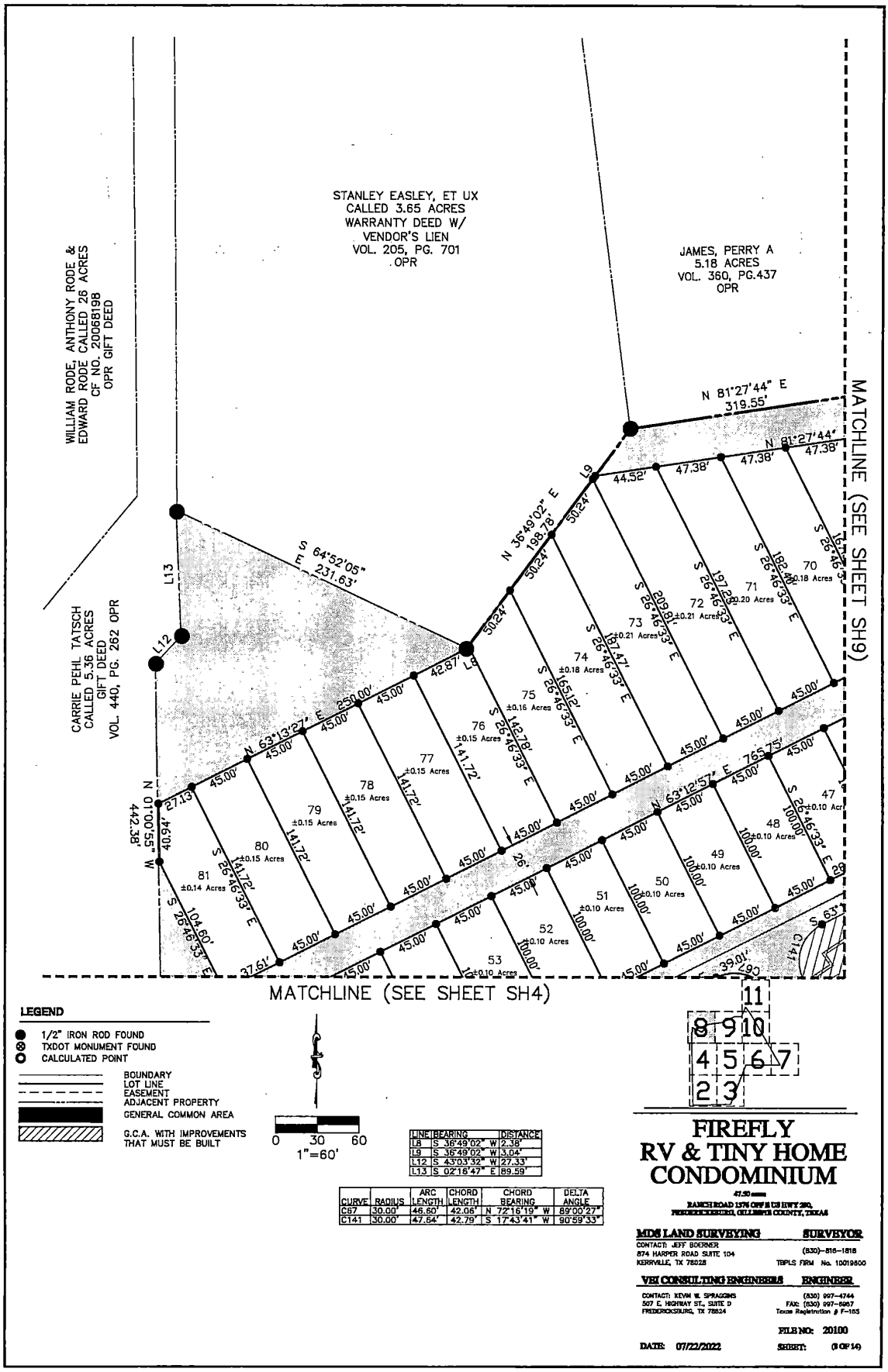
47.50 ac

RANCH ROAD 1376 OFF US HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOEHNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-816-1515
TBPLS FIRM No. 10019600

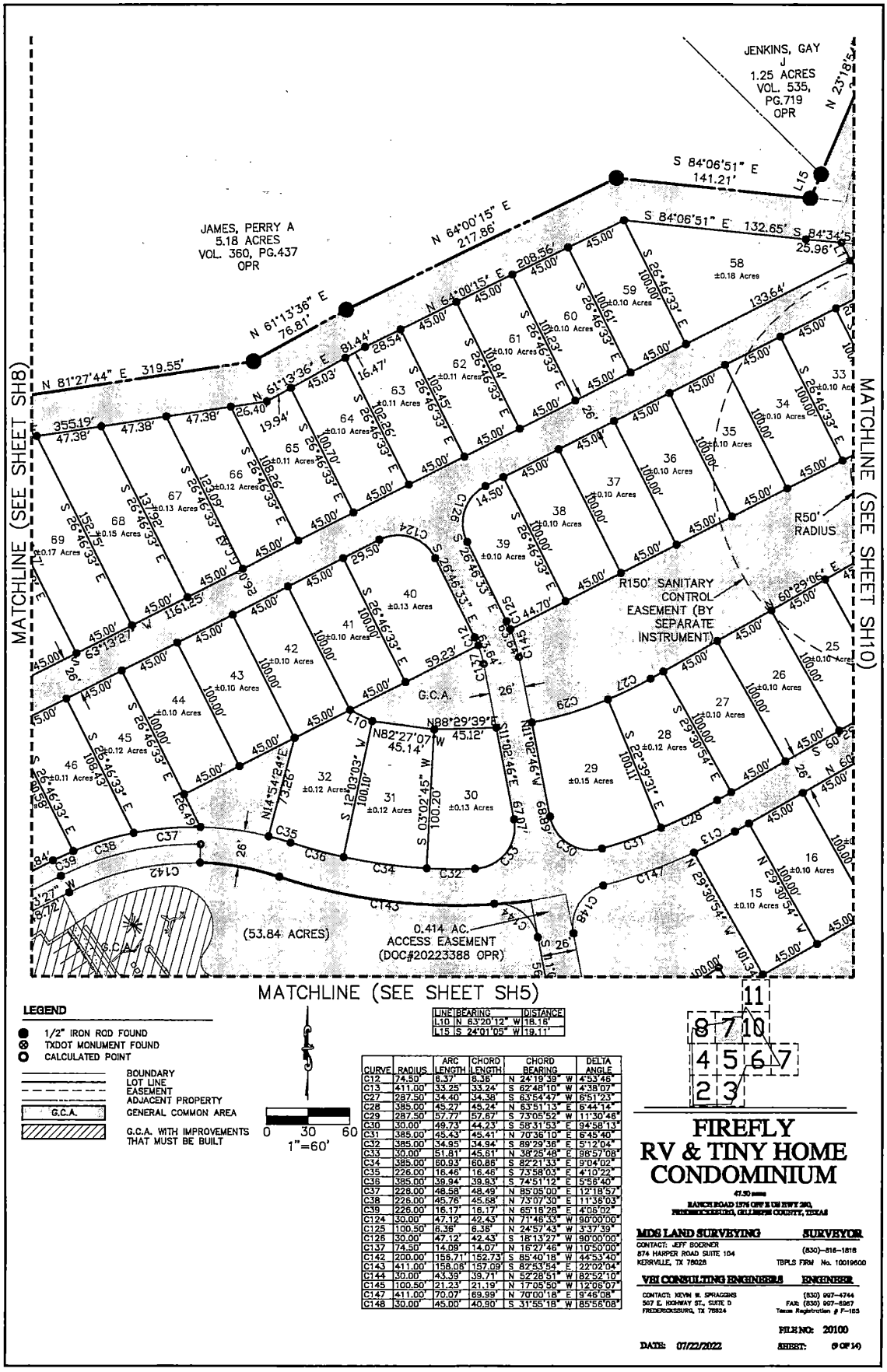
VBI CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN W. SPRAGGINS
507 E. HIGHWAY ST., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-5957
Texas Registration # F-153

FILE NO: 20100
DATE: 07/22/2022
SHEET: (7 OF 14)



LINE	BEARING	DISTANCE
L8	S 36°49'02" W	2.38'
L9	S 36°49'02" W	3.04'
L12	S 43°03'32" W	27.33'
L13	S 02°16'47" E	89.59'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C67	30.00'	46.60'	42.06'	N 72°16'19" W	89°00'27"
C141	30.00'	47.54'	42.79'	S 17°43'41" W	90°59'33"



LINE	BEARING	DISTANCE
L10	N 83°20'12" W	18.16'
L15	S 24°01'05" W	19.11'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C12	74.50'	6.37'	6.36'	N 24°19'39" W	4°53'46"
C13	411.00'	33.25'	33.24'	S 62°48'10" W	4°38'07"
C27	287.50'	34.40'	34.38'	S 63°54'47" W	6°51'23"
C28	385.00'	45.27'	45.24'	N 63°51'13" E	6°44'14"
C29	287.50'	57.77'	57.67'	S 73°05'52" W	11°30'46"
C30	30.00'	49.73'	44.23'	S 58°31'53" E	94°58'13"
C31	385.00'	45.43'	45.41'	N 70°36'10" E	6°45'40"
C32	385.00'	34.95'	34.94'	S 89°29'36" E	5°12'04"
C33	30.00'	51.81'	45.61'	N 38°25'48" E	98°57'08"
C34	385.00'	60.93'	60.86'	S 82°21'33" E	9°04'02"
C35	226.00'	16.46'	16.46'	S 73°58'03" E	4°10'22"
C36	385.00'	39.94'	39.83'	S 74°51'12" E	5°56'40"
C37	228.00'	48.58'	48.49'	N 85°05'00" E	12°18'57"
C38	226.00'	45.76'	45.68'	N 73°07'30" E	11°36'03"
C39	226.00'	16.17'	16.17'	N 65°16'28" E	4°06'02"
C124	30.00'	47.12'	42.43'	N 71°46'33" W	90°00'00"
C125	100.50'	6.38'	6.38'	N 24°57'43" W	3°37'39"
C126	30.00'	47.12'	42.43'	S 18°13'27" W	90°00'00"
C137	74.50'	14.09'	14.07'	N 16°27'46" W	10°50'00"
C142	200.00'	155.71'	152.73'	S 85°40'18" W	44°35'40"
C143	411.00'	158.06'	157.09'	S 82°53'54" E	22°02'04"
C144	30.00'	43.39'	39.71'	N 52°28'51" W	82°52'10"
C145	100.50'	21.23'	21.19'	N 17°05'50" W	12°06'07"
C147	411.00'	70.07'	69.99'	N 70°00'18" E	9°46'08"
C148	30.00'	45.00'	40.90'	S 31°55'18" W	85°56'08"

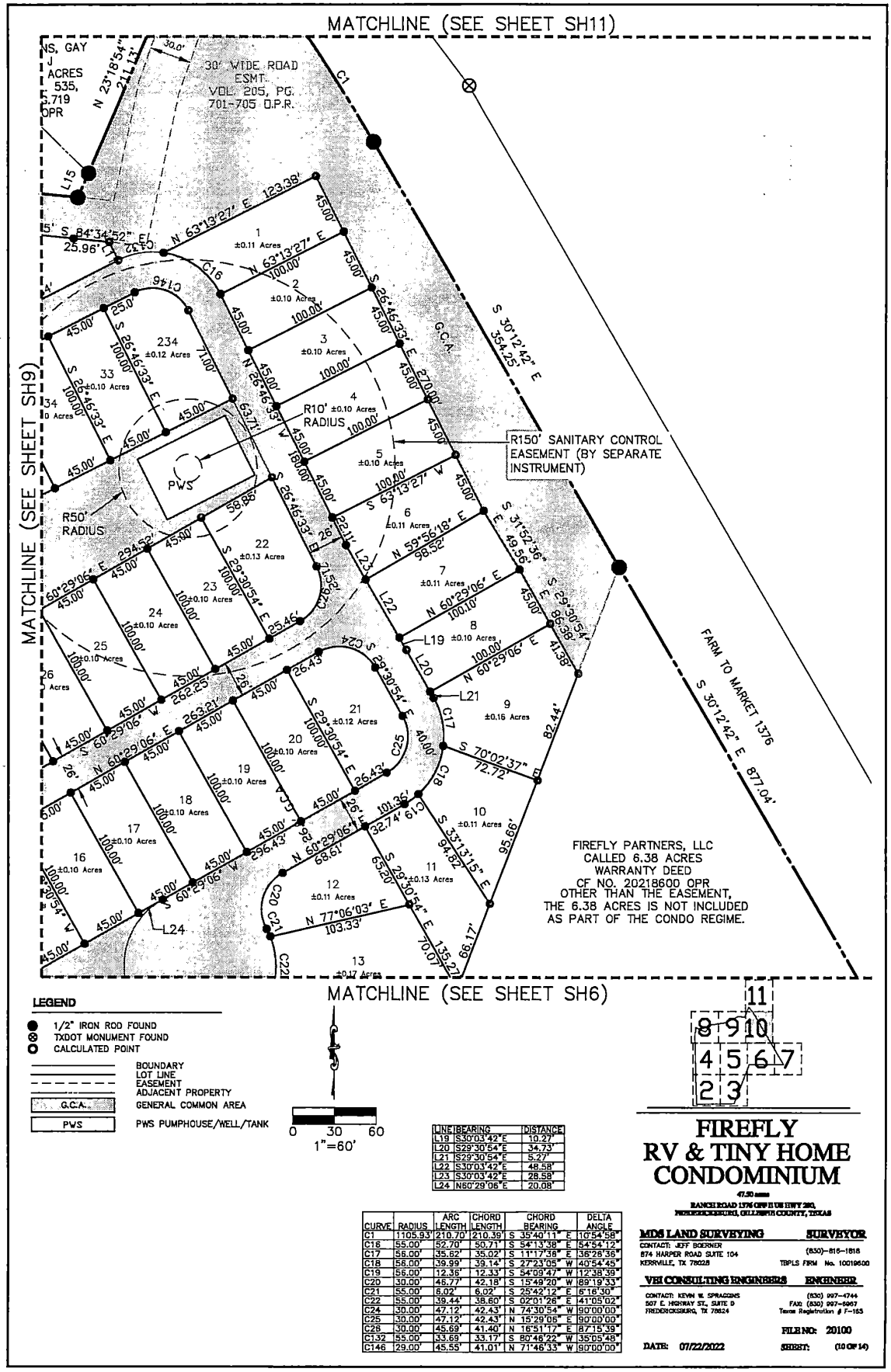
FIREFLY RV & TINY HOME CONDOMINIUM

47.50 acres
RANCH ROAD 1376 OFF E US HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOEHNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-816-1818
TBPLS FIRM No. 10019600

VH CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN M. SPRAGGINS
507 E. HIGHWAY ST., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-8957
Texas Registration # F-185

FILE NO: 20100
DATE: 07/22/2022
SHEET: (9 OF 14)



LINE	BEARING	DISTANCE
L19	S30°03'42"E	10.27'
L20	S29°30'54"E	34.73'
L21	S29°30'54"E	5.27'
L22	S30°03'42"E	48.58'
L23	S30°03'42"E	28.58'
L24	N60°29'06"E	20.08'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1105.93'	210.70'	210.39'	S 35°40'11" E	10°54'58"
C16	55.00'	52.70'	50.71'	S 54°13'38" E	54°54'12"
C17	56.00'	35.62'	35.02'	S 11°17'58" E	36°28'35"
C18	56.00'	39.99'	39.14'	S 27°23'05" W	40°54'45"
C19	56.00'	12.36'	12.33'	S 54°09'47" W	12°38'39"
C20	30.00'	46.77'	42.18'	S 15°49'20" W	89°19'33"
C21	55.00'	6.02'	6.02'	S 25°42'12" E	6°16'30"
C22	55.00'	39.44'	38.60'	S 02°01'26" E	41°05'02"
C24	30.00'	47.12'	42.43'	N 74°30'54" W	90°00'00"
C25	30.00'	47.12'	42.43'	N 15°29'06" E	90°00'00"
C28	30.00'	45.69'	41.40'	N 16°51'17" E	87°15'39"
C132	55.00'	33.69'	33.17'	S 80°46'22" W	35°05'48"
C146	29.00'	45.55'	41.01'	N 71°46'33" W	90°00'00"

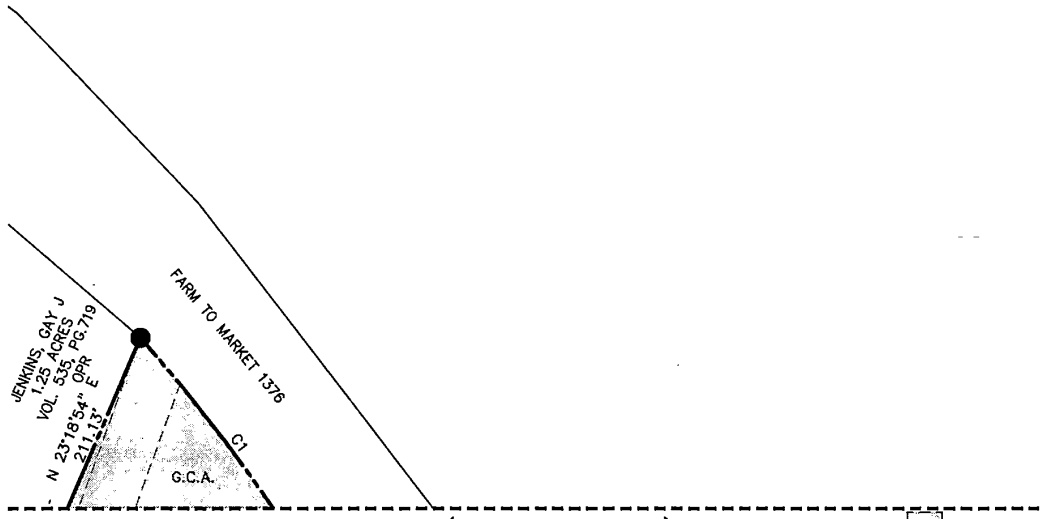
FIREFLY RV & TINY HOME CONDOMINIUM

47.50 acres
RANCH ROAD 1376 OFF U.S. HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOERNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-816-1818
TBPLS FIRM No. 10019600

VBI CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN W. SPRAGGINS
507 E. HIGHWAY ST., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-5957
Texas Registration # F-165

FILE NO: 20100
DATE: 07/22/2022
SHEET: (10 OF 14)



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1105.93'	210.70'	210.39'	S 35°40'11" E	10°54'58"

LEGEND

- 1/2" IRON ROD FOUND
- TXDOT MONUMENT FOUND
- CALCULATED POINT
- BOUNDARY
- LOT LINE
- EASEMENT
- ADJACENT PROPERTY
- G.C.A. — GENERAL COMMON AREA

0 30 60
1"=60'

11
8 9 10
4 5 6 7
2 3

FIREFLY RV & TINY HOME CONDOMINIUM

47.50 acres
RANCH ROAD 1376 OFF E US HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOERNER
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028
(830)-515-1515
TBPLS FIRM No. 10019500

VBI CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN M. SPRAGGINS
507 E. HIGHWAY ST., SUITE D
FREDERICKSBURG, TX 78624
(830) 997-4744
FAX: (830) 997-5957
Texas Registration # F-165

FILE NO: 20100

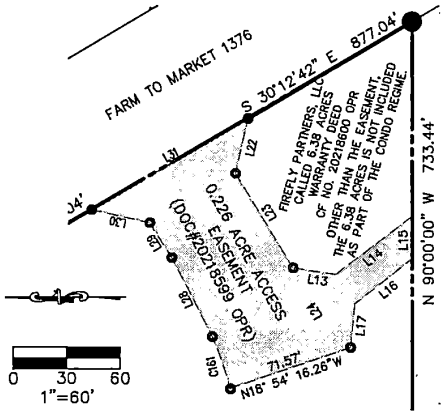
DATE: 07/22/2022

SHEET: (11 OF 14)

METES AND BOUNDS FOR 0.748 ACRE EASEMENT

LINE	BEARING	DISTANCE
L22	N 77°17'18" W	32.11'
L23	S 58°35'15" W	62.09'
L24	N 53°58'34" E	54.43'
L25	N 75°09'35" W	324.62'
L26	N 21°04'41" E	36.05'
L27	S 75°10'27" E	294.10'
L28	S 62°44'53" W	49.54'
L29	N 57°31'06" E	23.22'
L30	N 12°42'42" E	33.87'
L31	S 30°12'42" E	102.50'

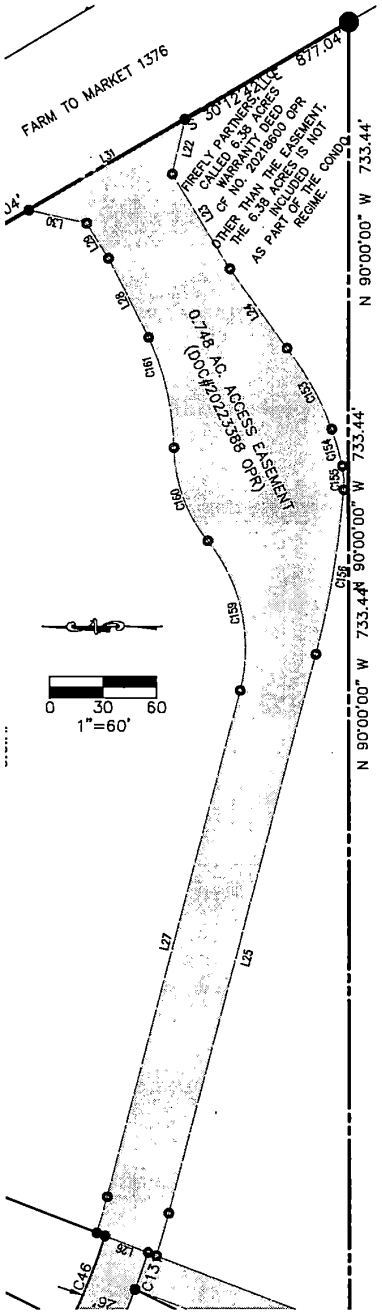
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C153	160.49'	52.81'	52.57'	N 60°51'04" E	18°51'14"
C154	163.42'	21.57'	21.55'	N 74°09'12" E	7°33'43"
C155	40.91'	13.54'	13.48'	N 86°30'05" E	18°57'51"
C156	535.16'	93.41'	93.29'	S 80°10'25" E	10°00'04"
C157	431.00'	24.83'	24.83'	S 73°29'44" E	3°18'03"
C158	395.00'	20.92'	20.91'	S 73°37'44" E	3°02'02"
C159	95.00'	88.67'	85.49'	N 77°44'18" E	53°28'45"
C160	85.26'	56.58'	55.54'	S 70°00'30" W	38°01'10"
C161	154.48'	64.31'	63.85'	N 77°03'03" E	23°51'08"



METES AND BOUNDS FOR 0.226 ACRE EASEMENT

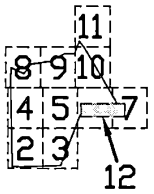
LINE	BEARING	DISTANCE
L13	N8°29'13"E	24.27'
L14	N37°05'28"W	53.88'
L15	N90°00'00"E	23.81'
L16	S38°02'27"E	40.75'
L17	S83°09'20"E	24.10'
L22	N 77°17'18" W	32.11'
L23	S 58°35'15" W	62.09'
L24	N 53°58'34" E	54.43'
L28	S 62°44'53" W	49.54'
L29	N 57°31'06" E	23.22'
L30	N 12°42'42" E	33.87'
L31	S 30°12'42" E	102.50'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C161	154.48'	64.31'	63.85'	N 77°03'03" E	23°51'08"



LEGEND

- ● 1/2" IRON ROD FOUND
- ⊗ TXDOT MONUMENT FOUND
- ○ CALCULATED POINT
- BOUNDARY
- LOT LINE
- EASEMENT
- ADJACENT PROPERTY
- G.C.A. GENERAL COMMON AREA
- G.C.A. WITH IMPROVEMENTS THAT MUST BE BUILT



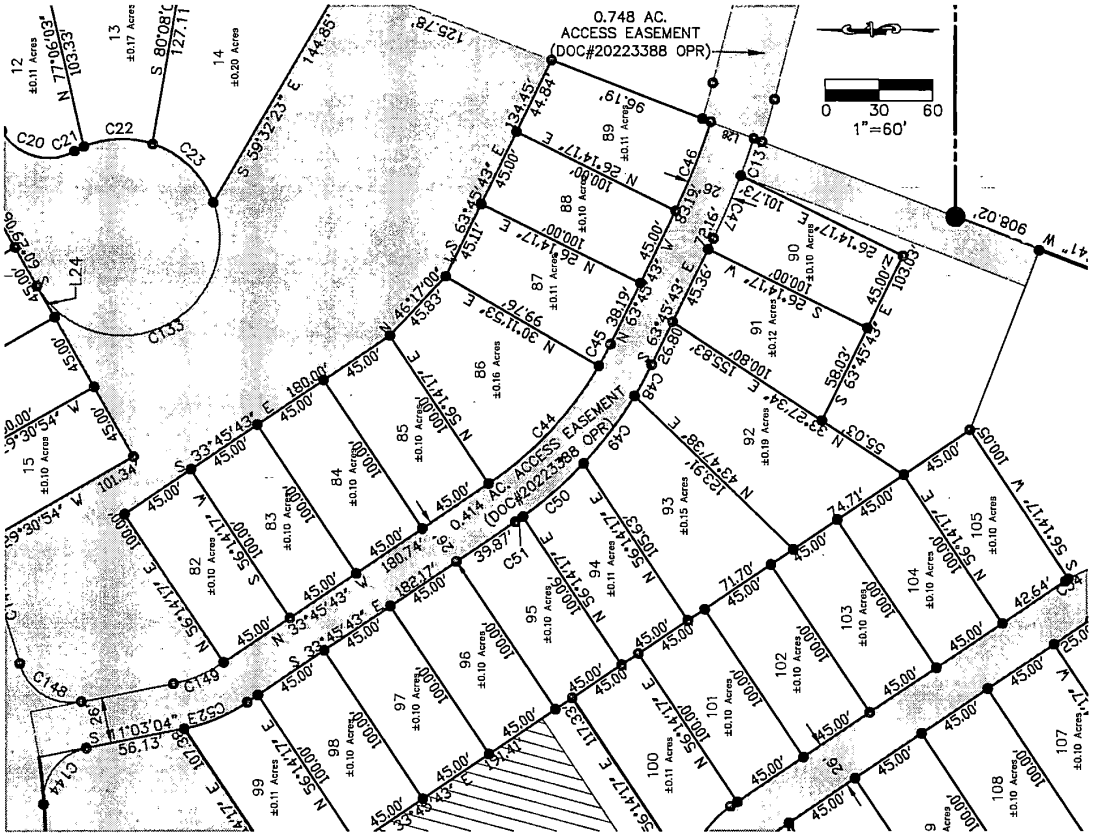
FIREFLY RV & TINY HOME CONDOMINIUM

47.50 acres
RANCH ROAD 1376 OFF E US HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOERNER
874 HARPER ROAD SUITE 104
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(830)-816-1818
TBPLS FIRM No. 10019600

VBI CONSULTING ENGINEERS — **ENGINEER**
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FAX: (830) 997-6957
Texas Registration # F-155

FILE NO: 20100
DATE: 07/22/2022
SHEET: (12 OF 14)


0.748 AC.
ACCESS EASEMENT
(DOC#20223388 OPR)
0.414 AC. ACCESS EASEMENT
(DOC#20223388 OPR)
0 30 60
1"=60'
S 59°32'23" E 144.85'
S 80°08'07" E 127.11'
N 77°06'03" W 103.33'
S 63°45'43" E 134.45'
N 26°14'17" E 100.00'
S 63°45'43" W 45.00'
S 26°14'17" W 100.00'
N 63°45'43" W 45.11'
N 45°17'00" E 45.83'
S 63°45'43" E 180.00'
N 33°45'43" W 180.74'
S 33°45'43" E 182.17'
S 11°03'04" E 56.13'
N 56°14'17" W 105.63'
S 56°14'17" E 105.63'
N 43°47'38" E 163.91'
S 32°27'34" E 155.82'
N 63°45'43" W 45.36'
S 63°45'43" E 58.03'
N 56°14'17" W 100.05'
S 56°14'17" E 100.05'
N 26°14'17" E 101.73'
S 26°14'17" W 103.03'
N 56°14'17" W 100.00'
S 56°14'17" E 100.00'
S 33°45'43" E 117.33'
N 56°14'17" W 100.00'
S 56°14'17" E 100.00

FIELD NOTES FOR A 47.46 ACRE TRACT OF LAND

BEING A 47.46 ACRE TRACT OF LAND LOCATED IN THE M. BORDEN SURVEY NO. 257, ABSTRACT NO. 52, AND THE HOOPER & WADE SURVEY NO. 909, ABSTRACT NO. 331, GILLESPIE COUNTY, TEXAS, BEING ALL OF A CALLED 47.50 ACRE TRACT, RECORDED IN DOCUMENT NO. 20211344, OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, SAID 47.46 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT);

BEGINNING at a ½" iron rod found in the southwest right-of-way line of RM No. 1376, (80' right-of-way Volume 79, Pages 606-608, Deed Records of Gillespie County, Texas), at the north corner of the herein described tract, the north corner of the called 47.50 acre tract, said point being the east corner of a called 3.25 acre tract, recorded in Volume 535, Page 719, Official Public Records of Gillespie County, Texas;

THENCE: with the southwest right-of-way line of RM No. 1376, and the northeast lines of the called 47.50 acre tract, and the called 6.38 acre tract, the following courses and distances:
- with a curve with a radius of 1105.93', an arc length of 210.70', a delta angle of 10°54'58", and a chord which bears S 35°40'11" E, a distance of 210.39' (S 35°41'49" E, a distance of 210.77'), to a Texas Department of Transportation Type 1 concrete marker;

- S 30°12'42" E, 354.25' (S 30°12'43" E, 354.98') to a 1/2" iron rod found at the east corner of the called 47.50 acre tract, and the north corner of a called 6.38 acre tract, recorded in Document No. 20218800, Official Public Records of Gillespie County, Texas;

THENCE: departing the southwest right-of-way line of RM No. 1376, with the northwest line of the called 6.38 acre tract, and the northwest and north lines of a called 48.355 acre tract, recorded in Document No. 20213913, Official Public Records of Gillespie County, Texas, the following courses and distances:
- S 21°04'41" W, at 812.26' pass a ½" iron rod found at the southwest corner of the called 6.38 acre tract, continuing a total distance of 1720.28' (S 21°05'35" W) to a 1/2" iron rod found for corner;

- S 88°41'11" W, 804.03' (S 88°41'21" W, 804.03') to a 1/2" iron rod found for corner at the southerly northwest corner of the called 48.355 acre tract, and the southwest corner of the called 47.50 acre tract, said point being in the east line of a called 26.74 acre tract, recorded in Volume 622, Page 645, Official Public Records of Gillespie County, Texas;

THENCE: N 01°18'49" W, with the west line of the called 47.50 acre tract, and the east line of the called 26.74 acre tract, for a distance of 1111.63' (N 01°18'39" W), to a 1/2" iron rod found for angle at the northeast corner the called 26.74 acre tract, and the southeast corner of a called 5.36 acre tract, recorded in Volume 440, Page 262, Official Public Records of Gillespie County, Texas;
THENCE: with the west line of the called 47.50 acre tract, and the east line of the called 5.36 acre tract, the following courses and distances:
- N 01°00'55" W, 442.38' (N 00°57'04" W) to a 1/2" iron rod found for angle;

- N 43°03'32" E, 27.33' (N 43°03'38" E, 27.33') to a 1/2" iron rod found for angle;

- N 02°16'47" W, 89.59' (N 02°19'36" W, 89.69') to a 1/2" iron rod found for corner at the northwest corner of the called 47.50 acre tract, and the southwest corner of a called 3.85 acre tract, recorded in Volume 205, Page 701, Official Public Records of Gillespie County, Texas;

THENCE: with the north line of the called 47.50 acre tract, and the south line of the called 3.85 acre tract, the following courses and distances:
- S 84°52'05" E, 231.83' (S 84°49'28" E, 232.02') to a 1/2" iron rod found for angle;

- N 36°48'02" E, 198.78' (N 36°48'03" E, 198.78') to a 1/2" iron rod found for angle at the southeast corner of the called 3.85 acre tract, and the southeast corner of a called5.18 acre tract, recorded in Volume 360, page 437, Official Public Records of Gillespie County, Texas;

THENCE: with the north line of the called 47.50 acre tract, and the southerly line of the called 5.18 acre tract, the following courses and distances:
- N 81°27'44" E, 319.55' (N 81°31'18" E, 319.76') to a 1/2" iron rod found for angle;

- N 81°13'36" E, 76.81' (N 81°15'43" E, 76.82') to a 1/2" iron rod found for angle;

- N 84°00'15" E, 217.86' (N 84°02'38" E, 217.90') to a 1/2" iron rod found for angle;

- S 84°08'51" E, 141.21' (S 84°03'09" E, 141.37') to a 1/2" iron rod found for angle;

- N 24°01'05" E, 19.11' (N 23°59'14" E, 19.12') to a 1/2" iron rod found for angle at the east corner of the called 5.18 acre tract, and the south corner of a called 1.25 acre tract, recorded in Volume 535, Page 719, Official Public Records of Gillespie County, Texas;

THENCE: N 23°16'54" E, with the southeast line of the called 1.25 acre tract, for a distance of 211.13' (N 23°17'00" E, 211.12') to the POINT OF BEGINNING containing 47.46 acres of land, more or less.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in July, 2021. () denotes record information. A survey plat of equal date was made in conjunction with this description.

FIELD NOTES FOR A 0.232 OF ONE ACRE (VARIABLE WIDTH ACCESS EASEMENT)

BEING A 0.232 OF ONE ACRE VARIABLE WIDTH ACCESS EASEMENT OF LAND LOCATED IN THE M. BORDEN SURVEY NO. 257, ABSTRACT NO. 52, GILLESPIE COUNTY, TEXAS, BEING LOCATED ON A CALLED 6.38 ACRE TRACT, RECORDED IN DOCUMENT NO. 20218800, OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, SAID 0.232 OF ONE ACRE VARIABLE WIDTH ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT);

BEGINNING at a calculated point in the southwest right-of-way line of RM No. 1376, (80' right-of-way Volume 79, Pages 606-608, Deed Records of Gillespie County, Texas), at the east corner of the herein described tract, said point bears N 30°12'41" W, a distance of 106.78' from a ½" iron rod found at the southeast corner of the called 6.38 acre tract;

THENCE: departing the southwest right-of-way line of RM No. 1376, and the northeast line of the called 6.38 acre tract, over and across the called 6.38 acre tract, the following courses and distances:
- N 77°17'18" W, for a distance of 32.11' to a calculated point for angle;

- S 58°35'15" W, for a distance of 62.09' to a calculated point for angle;

- S 08°29'13" W, 24.27' to a calculated point for angle;

- S 37°05'28" E, 53.88' to a calculated point for corner in the south line of the called 6.38 acre tract, and the north line of a called 48.355 acre tract recorded in Document No. 20213913, Official Public Records of Gillespie County, Texas;

THENCE: N 90°00'00" W, with the south line of the called 6.38 acre tract, and the north line of a called 48.355 acre tract, 23.81' to a calculated point for corner;
THENCE: departing the south line of the called 6.38 acre tract, and the north line of a called 48.355 acre tract, the following courses and distances:
- N 38°02'27" W, 40.75' to a calculated point for angle;

- N 83°09'20" W, 31.32' to a calculated point for corner;

- N 13°29'41" W, 68.74' to a calculated point for corner;

- with a curve to the left, with a radius of 154.48', an arc length of 30.53', a delta angle of 11°19'24", and a chord which bears N 70°50'53" E, a distance of 30.48', calculated point for the point of tangency;

- N 62°44'53" E, 49.54' to a calculated point for angle;

- N 57°31'08" E, 23.22' to a calculated point for angle;

- N 12°42'42" E, for a distance of 33.87' to a calculated point in the southwest right-of-way line of RM No. 1376, and the northeast line of the called 6.38 acre tract;

THENCE: S 30°12'42" E, with the southwest right-of-way line of RM No. 1376, and the northeast line of the called 6.38 acre tract for a distance of 102.50 to the POINT OF BEGINNING containing 0.232 of one acre of land, more or less, for this VARIABLE WIDTH ACCESS EASEMENT.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in July, 2021. () denotes record information. A survey plat of equal date was made in conjunction with this description.

FIELD NOTES FOR A 0.748 OF ONE ACRE (VARIABLE WIDTH ACCESS EASEMENT)

BEING A 0.748 OF ONE ACRE VARIABLE WIDTH ACCESS EASEMENT OF LAND LOCATED IN THE M. BORDEN SURVEY NO. 257, ABSTRACT NO. 52, GILLESPIE COUNTY, TEXAS, BEING LOCATED ON A CALLED 6.38 ACRE TRACT, RECORDED IN DOCUMENT NO. 20218800, OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS, SAID 0.748 OF ONE ACRE VARIABLE WIDTH ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT);

BEGINNING at a calculated point in the southwest right-of-way line of RM No. 1376, (80' right-of-way Volume 79, Pages 606-608, Deed Records of Gillespie County, Texas), at the east corner of the herein described tract, said point bears N 30°12'41" W, a distance of 106.78' from a ½" iron rod found at the southeast corner of the called 6.38 acre tract;

THENCE: departing the southwest right-of-way line of RM No. 1376, and the northeast line of the called 6.38 acre tract, over and across the called 6.38 acre tract, the following courses and distances:
- N 77°17'18" W, for a distance of 32.11' to a calculated point for angle;

- S 58°35'15" W, for a distance of 62.09' to a calculated point for angle;

- S 53°58'34" W, for a distance of 54.43' to a calculated point for angle;

- with a curve to the right, with a radius of 160.49', an arc length of 52.81', a delta angle of 18°51'14", and a chord which bears S 80°51'04" W, a distance of 52.57', calculated point for compound curve to the right;

- with a compound curve to the right, with a radius of 183.42', an arc length of 21.58', a delta angle of 07°33'54", and a chord which bears S 74°09'08" W, a distance of 21.58', calculated point for compound curve to the right;

- with a compound curve to the right, with a radius of 40.91', an arc length of 13.36', a delta angle of 18°42'39", and a chord which bears S 88°29'17" W, a distance of 13.30', calculated point for compound curve to the right;

- with a compound curve to the right, with a radius of 535.16', an arc length of 93.41', a delta angle of 10°00'04", and a chord which bears N 80°10'25" W, a distance of 93.29', calculated point for the point of tangency;

- N 75°09'35" W, for a distance of 324.62' to a calculated point for the point of curvature of a curve to the left;

- with a curve to the left, with a radius of 431.00', an arc length of 24.83', a delta angle of 03°18'03", and a chord which bears N 73°29'44" W, a distance of 24.83', calculated point for corner;

THENCE: departing the northwest line of the called 6.38 acre tract, and the southeast line of the called 47.50 acre tract, over and across the called 6.38 acre tract, the following courses and distances:
- with a curve to the left, with a radius of 395.00', an arc length of 20.92', a delta angle of 03°02'02", and a chord which bears S 73°37'44" E, a distance of 20.91', calculated point for the point of tangency;

- S 75°10'27" E, for a distance of 294.10' to a calculated point for the point of curvature of a curve to the left;

- with a curve to the left, with a radius of 95.00', an arc length of 88.64', a delta angle of 53°27'39", and a chord which bears N 77°43'45" E, a distance of 85.46', calculated point for the reverse curvature of a curve to the right;

- with a reverse curve to the right, with a radius of 85.28', an arc length of 56.58', a delta angle of 38°01'10", and a chord which bears N 70°00'30" E, a distance of 55.54', calculated point for the reverse curvature of a curve to the left;

- with a reverse curve to the left, with a radius of 154.48', an arc length of 64.15', a delta angle of 23°47'39", and a chord which bears N 77°04'51" E, a distance of 63.69', calculated point for point of tangency;

- N 62°44'53" E, for a distance of 49.54' to a calculated point for angle;

- N 57°31'08" E, for a distance of 23.22' to a calculated point for angle;

- N 12°42'42" E, for a distance of 33.87' to a calculated point for angle;

- S 30°12'42" E, for a distance of 102.50' to the POINT OF BEGINNING containing 0.748 of one acre of land, more or less, for this VARIABLE WIDTH ACCESS EASEMENT.

Note: This description was prepared from a survey made on the ground by employees of MDS Land Surveying Company, Inc. in July, 2021. () denotes record information. A survey plat of equal date was made in conjunction with this description.

FIREFLY RV & TINY HOME CONDOMINIUM

47.50 acres
RANCH ROAD 1376 OFF E US HWY 290,
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

MDS LAND SURVEYING — **SURVEYOR**
CONTACT: JEFF BOERNER — (830)-816-1818
874 HARPER ROAD SUITE 104
KERRVILLE, TX 78028 — TBPLS FIRM No. 10019600

VBI CONSULTING ENGINEERS — **ENGINEER**
CONTACT: KEVIN W. SPRAGGINS — (830) 997-4744
507 E. HIGHWAY ST., SUITE D — FAX: (830) 997-4967
FREDERICKSBURG, TX 78624 — Texas Registration # F-165

FILE NO: 20100

DATE: 07/22/2022 — SHEET: SH13 (14 OF 14)

Through Tax Year		Certificate #
2021	**TAX CERTIFICATE**	67306

Issued By:
GILLESPIE CENTRAL APPRAISAL DISTRICT
1159 S MILAM ST
FREDERICKSBURG, TX 78624

Property Information

Property ID: 180720 Geo ID: A0052-0257-000000-00
Legal Acres: 47.5000
Legal Desc: ABS A-MULTIPLE MULTIPLE ABST, TRACT A52, A331, A337 & A448, 47.5 ACRES
Situs: 5386 RANCH ROAD 1376 OFF E US HWY 290, TX
DBA:
Exemptions:

Owner ID: 339113 100.00%
FIREFLY PARTNERS LLC
200 N HARBOR PL STE G
DAVIDSON, NC 28036

For Entities
FREDBG ISD
GILLESPIE COUNTY
GILLESPIE WCID
HILL CNTRY UWCD

Value Information	
Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	864,650
Productivity Use:	4,550
Assessed Value	4,550

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			**0.00**	**0.00**	**0.00**	**0.00**

Effective Date: 06/14/2022 Total Due if paid by: 06/30/2022 0.00

Tax Certificate Issued for:	Taxes Paid in 2021
GILLESPIE COUNTY	16.28
HILL CNTRY UWCD	0.26
FREDBG ISD	44.51
GILLESPIE WCID	0.01

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized ~~Officer of~~ Collecting Office

Date of Issue: 06/14/2022
Requested By: GREGORY A RICHARDS P C
Fee Amount: 10.00
Reference #: 061422

ATTACHMENT 2

ENCUMBRANCES

1. Easement dated January 31, 1963, executed by Erwin Petsch and wife, Verena Petsch, to Central Texas Electric Cooperative, Inc., found of record in Volume 82, Pages 477-478, Deed Records, Gillespie County, Texas.

2. Easement and Right of Way dated March 5, 1966, executed by Erwin Petsch to The Southwestern States Telephone Company, found of record in Volume 89, Pages 319-320, Deed Records, Gillespie County, Texas.

3. Right of Way Easement dated December 2, 1977, executed by Roy E. Petsch to Central Texas Electric Cooperative, Inc., found of record in Volume 123, Pages 746-747, Deed Records, Gillespie County, Texas.

4. Easement conveyed in deed dated April 24, 1990, executed by Roy E. Petsch and wife, Paula Petsch, to Loyd F. King, Jr. and wife, Mary M. King, found of record in Volume 201, Pages 214-217, Real Property Records, Gillespie County, Texas.

5. Right of Way Easement dated August 14, 1990, executed by Roy E. Petsch and Stan Easley to Central Texas Electric Cooperative, Inc., found of record Volume 208, Pages 716-718 Real Property Records, Gillespie County, Texas.

6. Easement conveyed in deed dated August 20, 1990, executed by Roy E. Petsch and wife, Paula Petsch, to Stanley Easley and wife, Denise Easley, found of record in Volume 205, Pages 701-705, Real Property Records, Gillespie County, Texas, and as shown on survey dated November 1, 2017, prepared by Donald Dean Boerner, Registered Professional Land Surveyor No. 5207.

7. Easement and Right of Way dated November 26, 1990, executed by Roy E. Petsch to GTE Southwest Incorporated, found of record in Volume 210, Pages 786-787, Real Property Records, Gillespie County, Texas.

8. Right of Way Easement dated July 13, 1995, executed by Roy E. Petsch to Central Texas Electric Cooperative, Inc., found of record in Volume 370, Pages 689-691, Real Property Records, Gillespie County, Texas.

9. Right of Way Easement dated April 28, 2010, executed by Wendy Williams to Central Texas Electric Cooperative, Inc., found of record under Clerk's File No. 20102165, Official Public Records, Gillespie County, Texas.

10. Right of Way Easement dated March 21, 2017, executed by Wendy Williams to Central Texas Electric Cooperative, Inc., found of record under Clerk's File No. 20176251, Official Public Records, Gillespie County, Texas.

11. On-Site Sewage Facilities (OSSF) Affidavit dated May 10, 2022, found of record under Clerk's File No. 20223387, Official Public Records, Gillespie County, Texas.

12. Easement Agreement for Access dated May 10, 2022, executed by Firefly Partners, LLC, a North Carolina limited liability company, d/b/a Firefly Partners Land, LLC to Firefly Partners, LLC, a North Carolina limited liability company, d/b/a Firefly Partners Land, LLC, found of record under Clerk's File No. 20223388, Official Public Records, Gillespie County, Texas.

13. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other mineral, together with all rights, privileges and immunities relating thereto appearing in the public records.

ATTACHMENT 3

COMMON INTEREST ALLOCATION AND VOTES

The Common Interest Allocation and Common Expense Liability for each Unit is 1/234. Each Unit is allocated one (1) vote.

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

ATTACHMENT 4

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 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 9.2* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by *Section 6.10* 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 or 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 a 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" specialist or from using tables in technical manuals on useful lives of various components. 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 must also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually.

ATTACHMENT 5

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
FINANCIAL MANAGEMENT To adopt annual budget and levy assessments, per Declaration. 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.		
PHYSICAL MANAGEMENT Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
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.		
<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. 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.		

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
OVERALL FUNCTIONS Promote harmonious relationships within the community. Protect and enhance property values in the community. Encourage compliance with Documents and Applicable Laws 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"

DECLARANT RESERVATIONS

A.1. General Provisions.

A.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling Declarant-related provisions in this Appendix.

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

A.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and Mortgagees. The "**Development Period**", as specifically defined in *Section 1.16* of the Declaration, means the twelve (12) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's Recordation of a notice of termination. The Declarant Control Period is defined in *Section 1.14* of the Declaration.

A.1.4. Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or nonexclusively, any of its privileges, exemptions, rights, reservations and duties under this Declaration to any person or entity. Declarant may also, by Recorded instrument, permit any other person or entity to participate in whole, in part, exclusively, or non-exclusively, in any of Declarant's privileges, exemptions, rights, and duties hereunder.

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, Declarant will retain control of the Association, subject to the following:

A.2.1. Appointment of Board and Officers. Declarant may appoint, remove, and replace each officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitations: (i) within one hundred and twenty (120) days after fifty percent (50%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, at least one-third of the Board members must be elected by the Owners other than Declarant; and (ii) within one hundred and twenty (120) days after seventy-five percent (75%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, all Board members must be elected by all Owners, including the Declarant.

A.2.2. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual operational expenses as they are paid and the Regular Assessments received from Owners other than Declarant. **On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit.**

A.2.3. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association working capital or reserve funds to pay operational expenses of the Association.

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, Declarant will convey title or ownership to the Association. At the time of conveyance, the Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

A.3. Development Period Rights. Declarant has the following rights during the Development Period:

A.3.1. Annexation. The Property is subject to expansion by phasing for up to twelve (12) years from the date this Declaration is Recorded. During the Development Period, Declarant may annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by Recording an amendment or supplement of this Declaration, executed by Declarant, in the Official Public Records of Gillespie County, Texas.

A.3.2. Creation of Units. When created, the Property contains two hundred thirty-four (234) Units; however, Declarant reserves the right to create up to and including four hundred (400) Units upon full buildout of all phases of the project which may include land added by the Declarant in accordance with *Section 5.1* of the Declaration. Declarant's right to create Units is for a term of years and does not require that Declarant own a Unit within the Property at the time or times Declarant exercises its right of creation. The instrument creating additional units must include a revised schedule of allocated interests.

A.3.3. Changes in Development Plan. During the Development Period, Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements.

A.3.4. Transfer Fees. During the Development Period, Declarant will not pay transfer-related and resale certificate fees.

A.3.5. Fines and Penalties. During the Development Period, neither Declarant nor Units owned by Declarant are liable to the Association for late fees, fines, administrative charges, or any other charge that may be considered a penalty.

A.3.6. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (i) to add real property to the Property; (ii) to create and modify Units, and General Common Elements within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant.

A.3.7. Development Rights Reserved. Regarding portions of the real property shown on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," if any, Declarant makes no assurances as to whether Declarant will exercise its Development Rights, the order in which portions will be developed, or whether all portions will be developed. The exercise of Development Rights as to some portions will not obligate Declarant to exercise them as to other portions.

A.3.8. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or any Mortgagee, for the following limited purposes:

(i) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.

(ii) To correct any defects in the execution of this Declaration or the other Documents.

(iii) To add real property to the Property, in the exercise of statutory Development Rights.

(iv) To create Units, and General Common Elements within the Property in the exercise of statutory Development Rights.

(v) To subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights.

(vi) To withdraw from the Property any portion of the real property marked or noted on the Plat and Plans as "Development Rights Reserved" or 'Subject to Development Rights" in the exercise of statutory Development Rights.

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

(viii) To change the name or entity of Declarant.

A.4. **Special Declarant Rights**. As permitted by the Act, Declarant reserves the below described Special Declarant Rights, to the maximum extent permitted by Applicable Law, which may be exercised, where applicable, anywhere within the Property during the Development Period. Unless terminated earlier by an amendment to this Declaration executed by Declarant, any Special Declarant Right, except the right to appoint and remove Board members and officers of the Association, may be exercised by Declarant until expiration or termination of the Development Period.

(i) The right to complete or make Improvements indicated on the Plat and Plans.

(ii) The right to exercise any Development Right 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 Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.

(v) For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including items and locations that are prohibited to other Owners and Occupant, provided that signs must be approved in advance and in writing by the Architectural Reviewer. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS tours, and brokers parties – at the Property to promote the sale of Units.

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

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

A.5. **Additional Easements and Rights**. Declarant reserves the following easements and rights, exercisable at 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 Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property.

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

(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 Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration

will be done no later than one hundred and twenty (120) days after termination of the Development Period.

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

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
Lindsey Brown
Lindsey Brown, County Clerk
Gillespie County Texas
July 27, 2022 11:38:44 AM
FEE: $434.00 CSTAATS 20225319
AMEND

FIRST AMENDMENT AND RESTATEMENT OF FIREFLY RV AND TINY HOME CONDOMINIUM DECLARATION OF CONDOMINIUM REGIME