

20194494

DECLARATION

WHEN RECORDED, RETURN TO:
MARK COLLINS BUILDERS, INC.
139 GOLDEN SUNSET TRAIL
FREDERICKSBURG, TEXAS 78624

DECLARATION

STATE OF TEXAS

COUNTY OF GILLESPIE

Preamble

This Declaration is made on the 3 day of Sept, 2019 at Fredericksburg, Texas, by Mark Collins Builders, Inc. ("Declarant"), whose mailing address is 139 Golden Sunset Trail, Fredericksburg, Texas 78624.

RECITALS

1. Declarant is the owner of all of the real property, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property that is located at 807 E. Highway Street, Fredericksburg, County of Gillespie, State of Texas (the ``Property"), more particularly described in Exhibit A, which is attached and incorporated by reference.

2. Declarant submits the Property to a condominium regime established by the Texas Uniform Condominium Act (TUCA), which is codified in Chapter 82 of the Property Code.

3. The Property constitutes a condominium project (the ``Project") within the meaning of TUCA. The formal name of the Project is the Pecan Villas, a condominium community.

4. Declarant intends and desires to establish by this Declaration a plan of ownership for the condominium project (``Project"). The plan consists of individual ownership of residential apartment units (the ``Units") and other areas. The Project shall be divided into no more than nine Units.

5. The Declarant intends to impose on the Project mutually beneficial restrictions for the benefit of all Units and the persons who own those Units (the ``Owners"). The Declarant further intends, in accordance with the terms set forth herein, that the Owners will govern the Project by means of an organization of Owners (herein the ``Association"), as more particularly set forth herein. The formal name of the Association is Pecan Villas Owner's Association.

6. The Units and other areas of the Project are more particularly described in Exhibits B and C, which are attached and incorporated by reference. The Owners each have an undivided interest in the remaining property of the Project (referred to as the ``Common Elements''), which is also more particularly described in Exhibits B and C. Exhibit B sets forth the allocation to each Unit of (a) a fraction or percentage of undivided interests in the common elements of the condominium, (b) a fraction or percentage of undivided interests in the common expenses of the Association, and (c) a portion of votes in the Association, by the formulas set forth therein.

7. Therefore, the Declarant declares that the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement of the Property and the division of the Property into Units, and all of which are established and agreed on for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project and every part of the Project. All of the covenants, conditions, and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title, or interest in or any part of the Property and shall be for the benefit of each Owner of the Project or any interest in the Project and shall inure to the benefit of and be binding on each successor in interest of the Owners.

ARTICLE 1

DEFINITIONS

Articles

1.01. *Articles* mean the Articles of Incorporation or Certificate of Formation of the Association that are or shall be filed in the Office of the Secretary of State of the State of Texas.

Association

1.02. *Association* means the Pecan Villas Owner's Association, a corporation organized under the Texas Non-Profit Corporation Act for the management of the Project, the membership of which consists of all of the Owners in the Project.

Board

1.03. *Board* means the Board of Directors of the Association.

Bylaws

1.04. *Bylaws* mean the Bylaws of the Association and amendments to the Bylaws that are or shall be adopted by the Board.

Condominium

1.05. *Condominium* means the separate ownership of single units in a multiple-unit structure or structures with common elements.

Common Elements

1.06. *Common Elements* mean all elements of the Project except the separately owned Units, and includes both general and limited common elements.

Declarant

1.07. *Declarant* means owners of the Project and their successors and assigns.

Declaration

1.08. *Declaration* means this Declaration document and all that it contains.

General Common Elements

1.09. *General Common Elements* mean all the Common Elements except the Limited Common Elements.

Governing Instruments

1.10. *Governing Instruments* mean the Declaration, and the Certificate of Formation and Bylaws of the Association.

Limited Common Elements

1.11. *Limited Common Elements* mean the Common Elements allocated for the exclusive use of one or more but less than all of the Units.

Manager

1.12. *Manager* means the person or corporation, if any, appointed by the Board to manage the Project.

Owner(s)

1.13. *Owner(s)* means any person that owns a Unit within the Project.

Person

1.14. *Person* means an individual, firm, corporation, partnership, association, trust, other legal entity, or any combination of persons or entities.

Project

1.15. *Project* means the entire parcel or the Property described in Exhibit A, including the land, all improvements and structures on the Property, and all easements, rights, and appurtenances belonging to the Property that are divided or are to be divided into Units to be owned and operated as a Condominium. The Project shall be divided into no more than nine Units.

Rules

1.16. *Rules* mean and refer to the Rules and Regulations for the Project adopted by the Board pursuant to this Declaration.

Unit

1.17. *Unit* means a physical portion of the condominium designated by Exhibits B and C for separate ownership and occupancy.

ARTICLE 2

THE PROPERTY

Property Subject to Declaration

201. All the real property described in Exhibit A to this declaration, including the land; all improvements and structures on the property; and all easements, rights, and appurtenances belonging to the property (referred to as the ``Property'') shall be subject to this Declaration.

Exclusive Ownership and Possession

202. Each Owner shall be entitled to the exclusive ownership and possession of the Owner's Unit. Any Unit may be jointly or commonly owned by more than one Person. No Unit may be subdivided. The boundaries of the Unit shall be and are the interior surfaces of the perimeter walls, floors, ceilings. The balconies, doorsteps, stoops, porches, patios, decks, exterior doors and windows or other fixtures and fenced yards designed to serve a single unit, but located outside the unit's boundaries, are Limited Common Elements allocated exclusively to that unit. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and other finish surface materials are a part of the Unit. An Owner shall not be deemed to own the utilities running through the Owner's Unit that are utilized for or serve more than one Unit, except as a tenant in common with the other Owners. An Owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows, and doors bounding the Owner's Unit.

Common Elements

203. Each Owner shall be entitled to an undivided interest in the Common Elements described in Exhibits B and C in the percentage expressed in Exhibit B. The percentage of the undivided interest of each Owner in the Common Elements, as expressed in Exhibit B, shall have a permanent character and shall not be altered without the consent of all Owners, expressed in an amended, duly recorded Declaration. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though the interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use

the Common Elements in accordance with the purpose for which they are intended as long as the lawful rights of the other Owners are not hindered or encroached on.

Limited Common Elements

204. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being Limited Common Elements. The Limited Common Elements reserved for the exclusive usage of the individual Owners are the patios, balconies, doorsteps, stoops, porches, patios, exterior doors, windows and fenced yards or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are Limited Common Elements allocated exclusively to that unit. Such Limited Common Elements shall be used in connection with the particular Unit, exclusive of the use thereof by other Owners, except by invitation.

Partition of Common Elements

205. The Common Elements, both General and Limited, shall remain undivided and shall not be the object of an action for partition or division of ownership so long as the Property remains a Condominium Project. In any event, all mortgages must be paid prior to the bringing of an action for partition or the consent of all mortgagees must be obtained.

Nonexclusive Easements

206. Each Owner shall have a nonexclusive easement for the use and enjoyment of the General Common Elements and for ingress, egress, and support over and through the General Common Elements. These easements shall be appurtenant to and shall pass with the title to each Unit and shall be subordinate to the exclusive easements granted elsewhere in this Declaration, as well as to any rights reserved to the Association to regulate time and manner of use, to charge reasonable admission fees, and to perform its obligations under this Declaration.

Other Easements

207. The Association may grant to third party's easements in, on, and over the Common Elements for the purpose of constructing, installing, or maintaining necessary utilities and services. Each Owner, in accepting the deed to the Unit, expressly consents to such easements. No such easement may be granted, however, if it would interfere with any exclusive easement or with any Owner's use, occupancy, or enjoyment of the Owner's Unit.

Easements for Maintenance of Encroachments

208. None of the rights and obligations of the Owners created in this Declaration or by the deeds granting the Units shall be altered in any way by encroachments due to settlement or shifting of structures or any other cause. There shall be valid easements for the maintenance of such encroachments so long as they shall exist provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if the encroachment occurred because of the willful conduct of the Owner.

ARTICLE 3

UNIT OWNERS ASSOCIATION

Association

3.01. The Association, organized as a nonprofit corporation under the Texas Non-Profit Corporation Act, operating under the name Pecan Villas Owner's Association, is charged with the duties and invested with the powers prescribed by law and set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws.

Membership

3.02. Membership in the Association is automatically granted to the Owner or Owners of each Unit in the Project. On the transfer of title to any Unit, the membership of the transferor automatically ceases and each new Owner becomes a member.

Voting Rights

3.03. Voting shall be on a percentage basis. The Owner of each Unit is entitled to a percentage of the total vote equal to the percentage interest that the Owner's Unit bears to the entire Project as assigned in Exhibit B. If an Unit has more than one Owner, the aggregate vote of the Owners of the Unit may not exceed the percentage of the total vote assigned to the Unit.

Membership Meetings

3.04. Meetings of the Owners shall be called, held, and conducted in accordance with the requirements and procedures set forth in the Bylaws.

General Powers and Authority

3.05. The Association shall have all of the powers allowed by TUCA, as well as all the powers of a nonprofit corporation established under Texas law, subject only to the limitations contained in this Declaration and in the other Governing Instruments. The Association may perform all acts that may be necessary for, or incidental to, the performance of the obligations and duties imposed on it by this Declaration and the other Governing Instruments. The powers of the Association shall include, but are not limited to, the following:

(a) The power to establish, fix, and levy assessments against Owners in accordance with the procedures and subject to the limitations set forth in Article 4 of this Declaration.

(b) The power to adopt reasonable operating rules governing the use of the Common Elements and any facilities located on the Common Elements, as well as the use of any other Association property.

(c) The right to institute and maintain actions for damages or to restrain any actual or threatened breach of any of the provisions of the Governing Instruments or Association Rules in its own name, either on its own behalf or on behalf of any consenting Owner.

(d) The right to discipline Owners for violation of any of the provisions of the Governing Instruments or Association Rules by suspension of the violator's voting rights or privileges for use of the Common Elements or by imposition of monetary penalties, subject to the following limitations:

i) The accused Owner must be given written notice of the violation or property damage, stating the amount of any proposed fine or damage charge and that the Owner may request a written hearing before the Board within thirty (30) days of the notice.

ii) The accused Owner must be given a reasonable time, by a date specified in the notice, to cure the violation and avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months.

iii) The accused Owner must be given written notice of a levied fine or damage charge within thirty (30) days after the date of levy.

iv) Any suspension of privileges or imposition of monetary penalties shall be reasonably related to the Owner's violation.

(e) The power to delegate its authority, duties, and responsibilities, through the Board of Directors, to such committees, officers, or employees as are permitted to be retained under the Governing Instruments.

(f) The right, through its agents or employees, to enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as is practicable and any damage caused by the entrance shall be repaired by the Association at its own expense.

Board of Directors and Officers of the Association

3.06. The affairs of the Association shall be managed and its duties and obligations performed by a Board of Directors. Provisions regulating the number, term, qualifications, manner of election, and conduct of meetings of the members of the Board of Directors shall be set forth in the Bylaws of the Association. The Board shall elect officers, which shall include a President, Secretary/Treasurer, and such other officers as the Board may deem proper. Provisions regulating the numbers, term, qualifications, manner of election, powers and duties of the officers shall be set forth in the Bylaws of the Association.

Duties of the Association

3.07. In addition to the duties delegated to the Association or its agents and employees elsewhere in these Governing Instruments, the Association shall be responsible for the following:

(a) Operation and maintenance of the Common Elements and the facilities located on the Common Elements. This duty shall include, but shall not be limited to, exterior painting, maintenance, repair, and landscaping of the Common Elements and of the furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper.

(b) Acquisition of and payment from the maintenance fund for the following:

i) The Association shall acquire a policy of fire insurance with extended coverage endorsement for the full insurable replacement value (insuring the Units, the Limited Common Elements assigned to the Units, and the Common Elements), name the Association and Unit Owners as loss payee and provide a copy to the Association and Unit Owners.

ii) A policy or policies insuring the Board, the Owners and/or the Association against any liability to the public or to the Owners and their tenants and invitees, incident to the ownership and/or use of the Project, including the personal liability exposure of the Owners, in such kind as customarily secured with respect to other similar residential condominium projects. The limits and coverage shall be reviewed at least annually by the Board and varied in its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsement in which the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her, or their action against another named insured.

iii) The Owner of each Unit shall obtain and maintain at all times an insurance policy of fire and extended coverage for the Unit and the Limited Common Elements assigned to the Unit, issued by a responsible insurance company authorized to do business in the State of Texas and listing the Association as an additional loss payee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief or such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Unit. Such insurance policy shall also provide that coverage cannot be canceled by either the insured or the insurance company until after thirty (30) days prior written notice has been given to the Association and the First Mortgagee of the Unit. In addition, the Owners shall provide a copy of the policy and all renewals to the Association. The Board shall maintain copies of the policies in the Association records.

v) The services of personnel that the Board shall determine to be necessary or proper for the operation of the Common Elements.

vi) Legal and accounting services necessary or proper for the operation of the Common Elements or the enforcement of this Declaration.

(c) Maintenance of the following books and records, such books and records to be kept in accordance with generally accepted accounting procedures:

i) Financial records with a detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and regular expenses of the Common Elements and any other expenses incurred by or on behalf of the Project.

ii) Minutes of proceedings of Owners, Board of Directors, and Committees to which any authority of the Board of Directors has been delegated.

iii) Record of the names and addresses of all Owners with voting rights.

iv) The condominium information statement given to all Owners by the Declarant before sale.

v) Voting records, proxies, and correspondence relating to declaration amendments.

Powers and Duties of the Board of Directors

3.08. The Board shall act in all instances on behalf of the Association, unless otherwise provided by this Declaration. The Board's powers and duties shall include, but shall not be limited to, the following:

(a) Enforcement of the applicable provisions of this Declaration, the Bylaws, and any Rules of the Association.

(b) Payment of taxes and assessments that are or could become a lien on the Common Elements or a portion of the Common Elements.

(c) Contracting for casualty, liability, and other insurance on behalf of the Association.

(d) Contracting for goods and services for the Common Elements, facilities, and interests of the Association.

(e) Delegation of its powers to such committees, officers, or employees of the Association as are expressly authorized by the Governing Instruments.

(f) Preparation of budgets and financial statements for the Association as prescribed in the Governing Instruments.

(g) Formulation of rules of operation for the Common Elements and facilities owned or controlled by the Association.

(h) Initiation and execution of disciplinary proceedings against Owners for violations of provisions of the Governing Instruments in accordance with procedures set forth in the Governing Instruments.

(i) Authorizing entry into any Unit as necessary in connection with construction, maintenance, or emergency repair for the benefit of the Common Element or the Owners in the aggregate.

Limitations on Powers of Board of Directors

3.9. Notwithstanding the powers set forth in Paragraph 3.08 of this Declaration, the Board shall be prohibited from taking any of the following actions except with the approval of a majority of the voting power of the Association residing in the Owners:

(a) Entering into (i) a contract with a third person under which the third person will furnish goods or services for a term longer than one year (ii) a contract with a public utility if the rates charged are regulated by the Public Utilities Commission, provided that the term shall not exceed the shortest term for which the utility will contract at the regulated rate; or (iii) prepaid casualty and/or liability insurance of not more than three (3) years duration, provided that the policy provides for short-rate cancellation by the insured.

(b) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of five (5) percent of the budgeted gross expenses of the Association for that fiscal year.

(c) Selling during any fiscal year property of the Association having an aggregate fair market value in excess of five (5) percent of the budgeted gross expenses of the Association for that fiscal year.

(d) Paying compensation to Directors or to officers of the Association for services rendered in the conduct of the Association's business, provided, however, that the Board may cause a Director or officer to be reimbursed for expenses incurred in carrying out the business of the Association.

ARTICLE 4

ASSESSMENTS

Covenant to Pay

4.01. The Declarant covenants and agrees for each Unit owned by it in the Project, and each Owner by acceptance of the deed to such Owner's Unit is deemed to covenant and agree, to pay to the Association the regular and special assessments levied pursuant to the provisions of this Declaration. All moneys collected shall be put into a maintenance fund to be used to defray expenses attributable to the ownership, operation, and maintenance of common interests by the Association. The Owner may not waive or otherwise escape liability for these assessments by nonuse of the Common Elements or by abandonment of the Owner's Unit.

Regular Assessments

4.02. Regular assessments shall be made in accordance with the following. With in sixty (60) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during that year, including a reasonable provision for contingencies and replacements with adjustments made for any expected income and surplus from the prior year's fund. This estimated cash requirement shall be assessed to each Owner according to the ratio of the number of Units owned by said Owner to the total number of Units in the Project subject to assessment. Each Owner is obligated to pay assessments to the Board in equal monthly installments on or before the first day of each month.

Special Assessments

4.03. Special assessments shall be made in accordance with the following. If the Board determines that the amount to be collected from regular assessments will be inadequate to defray the common expenses for the year because of the cost of any construction, unexpected repairs, replacements of capital improvements on the Common Elements, or for any other reason, it shall make a special assessment for the additional amount needed. Such special assessments shall be levied and collected in the same manner as regular assessments.

Limitations on Assessments

4.04. The Board may not, without the approval of 66.67% of the voting power of the Association residing in Owners other than Declarant, impose a regular annual assessment per Unit that is more than twenty (20) percent greater than the regular annual assessment for the preceding year, or levy special assessments that in the aggregate exceed five (5) percent of the budgeted gross expenses of the Association for that year. These limitations shall not apply to a special assessment levied against an Owner to reimburse the Association for funds expended in order to bring the Owner into compliance with the provisions of the Association's Governing Instruments or to Utility Assessments.

Commencement of Assessments

4.05. Regular assessments shall commence on the date of closing of the first sale of a Unit in the Project.

Liability for Assessments

4.06. Each monthly portion of a regular assessment and each special assessment and utility assessment shall be a separate, distinct, and personal debt and obligation of the Owner against whom the assessments are assessed. The amount of any assessment not paid when due shall be deemed to be delinquent.

Payment of Assessments on Conveyance of Unit

4.07. On the sale or conveyance of an Unit, all unpaid assessments against an Owner for the Owner's share in the expenses to which Articles 4.02 and 4.03 of this Declaration refer shall first be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature, except the following:

(a) Assessments, liens, and charges in favor of the State of Texas and any political subdivision of the State of Texas for taxes past due and unpaid on the Unit.

(b) Amounts due under mortgage instruments duly recorded.

Lien and Foreclosure for Delinquent Assessments

4.08. The Association shall have a lien on each Unit for any delinquent assessments attributable to that Unit. The Association is authorized to enforce the lien through any available remedy, including nonjudicial foreclosure pursuant to Texas Property Code Section 51.002. The Owners expressly grant to the Board a power of sale, through a trustee designated in writing by the Board, in connection with any such liens. The lien of the assessments provided for herein shall be subordinate to the lien of any prior recorded mortgage or mortgages granted or created by the Owner of any condominium Unit to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such Unit.

Repair and Maintenance Assessments

4.09 If the Owners cannot informally agree upon repair or maintenance issues, upon the written request of the Owner of either Unit, any repair or maintenance issues shall be placed on the agenda of a special meeting of the Board. The special meeting shall be convened not less than 30 days after receipt of the written request for repairs or maintenance. If the Board is not able to agree upon a course of action to resolve the repair or maintenance issues on its agenda, the Board shall authorize the Owners of each Unit to each retain a licensed professional inspection company to inspect the Unit or Units alleged to require repair or maintenance. If the inspection companies cannot agree upon all maintenance and repair issues, they shall collectively name a separate inspection company. The inspection company representatives shall then reach a consensus or majority decision as to repairs or maintenance. When a decision is reached by the inspection companies, the decision shall be immediately implemented by the Board, provided the Association has sufficient funds on hand to pay for required repairs. If sufficient funds are not on hand, the Board shall approve a special assessment to pay for the required maintenance or repairs. If the required repairs or maintenance are required to ensure the safety of the Owners and their invitees or to preserve a Unit or Units from immediate additional damage, the special

assessment shall be due and payable not less than 60 days from the date approved by the Board.

Determination of Assessments

4.10 If the Board cannot agree upon the amount of any assessments, including special assessments other than those which may be required by Section 4.09 of this Declaration, the Board shall retain a professional management company or accounting firm to determine such assessments. If the Board cannot agree upon a management or accounting firm to perform these duties, each Board member shall name a firm of his or her choice and the firm shall be selected by random chance, either by a coin toss or a similar method. In determining the amount of an assessment, the firm selected may consider the immediate financial needs of the Association as well as the need to fund a "sinking fund" or "escrow account" to accumulate funds for future repairs and maintenance. The Board shall follow the recommendations made to it and set assessments in substantial compliance with such recommendations unless the Board unanimously agrees otherwise.

ARTICLE 5

RESTRICTIONS AND COVENANTS

General Restrictions on Use

5.01. The right of an Owner and the Owner's guests to occupy or use the Owner's Unit or to use the Common Elements or any of the facilities on the Common Elements is subject to the following restrictions:

(a) No Owner shall occupy or use the Owner's Unit, or permit the Unit or any part of it to be occupied or used, for any purpose other than as a private residence. Nothing in this Declaration shall prevent the Owner from leasing or renting out the Owner's Unit including short term vacation rentals, as long as the lease is subject to the Association's Governing Instruments and Rules.

(b) There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board, except as expressly provided for in the Declaration, or in designated storage areas.

(c) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements without the prior written consent of the Board. No Owner shall permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on any Unit or on any part of the Common Elements or that would be in violation of any law. No waste shall be permitted in the Common Elements. No gasoline, kerosene, cleaning solvents, or other flammable liquids shall be stored in the Common Elements or in any Unit, provided, however, that reasonable amounts in suitable containers may be stored.

(d) No sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board, except a sign advertising the property for sale.

(e) No animals of any kind shall be kept in the Unit, the Common Elements or the Limited Common Elements.

(f) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done in any Unit or in the Common Elements that may be or become an annoyance or nuisance to the other Owners.

(g) Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board.

(h) There shall be no violation of the Rules adopted by the Board and furnished in writing to the Owners pertaining to the use of the Common Elements. The Board is authorized to adopt such Rules.

(i) No Owner shall park, store, or keep any automobile, boat or other motor vehicle in the Common Elements for more than 24 hours except in a space designated for the Owner by the Board, and any inoperable vehicle shall not be stored in a parking space or within the common Elements in general. No owner shall park, store or keep within or adjoining the Property any large commercial-type vehicle (dump truck, cement mixer truck, oil or gas truck, and any other vehicle, mobile or otherwise), deemed to be a nuisance by the Board. No owner shall conduct major repairs or major restorations of any motor vehicle upon any portion of the Common Elements. Parking spaces shall be used for parking spaces only.

(j) No structure of a temporary character, trailer, tent, shack, barn or other outbuildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

(k) No rubbish, trash or garbage or other waste materials shall be kept or permitted upon any Unit or the Common Elements, except in sanitary containers located in appropriate areas. There shall be no exterior fires except in the propane gas fire pits. The Common Elements shall not be used to shake, dry or air clothing, rugs, or other fabric. No lumber, grass, shrub or tree clippings, plant waste, materials, bulk material, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Common Elements, except within an enclosed structure or if appropriately screened from view.

(l) The maximum occupancy is two persons per bedroom

(m) Owners may install hot tubs in the units assigned yard. A one-bedroom unit is

limited to a hot tub that holds no more than two people, and a two-bedroom unit is limited to a hot tub that holds no more than four people.

Maintenance

5.02. Except for those portions that the Association is required to maintain and repair, each Owner shall, at the Owner's sole cost and expense, maintain and repair the Owner's Unit so as to keep it in good condition and repair. Each Owner shall also maintain, insure and repair those portions of the Limited Common Elements subject to an exclusive easement appurtenant to the Owner's Unit. All changes to the Limited Common Elements shall be approved by the Board.

Damage Liability

5.03. Each Owner shall be liable to the Association for all damage to the Common Elements or to other Association property that is sustained by reason of the negligence or willful misconduct of that Owner or the Owner's family, guests, or tenants.

Exemption

5.04. Declarant shall be exempt from the restrictions of Article 5.01 of this Declaration to the extent reasonably necessary for completion of construction, sales, or additions to the Project. Such exemption includes, but it not limited to, maintaining Units as model homes, placing advertising signs on Project property, and generally making use of the Project lots and Common Elements as is reasonably necessary to carry on construction activity.

ARTICLE 6

DAMAGE OR DESTRUCTION

Application of Insurance Proceeds

6.01.

(a) If the Project is damaged by fire or any other disaster, the insurance proceeds, except as provided in Paragraph 6.01(b) of this Declaration, shall be applied to reconstruct the Project.

(b) Reconstruction shall not be compulsory if at least 66.67 percent of the vote of the Owners, which shall include the vote of each Owner of a unit or assigned limited common element that will not be rebuilt or repaired, is cast not to rebuild. If the Owners so vote to not rebuild any Unit, that Unit's allocated interests shall be automatically reallocated on the vote as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to Exhibit B of the Declaration reflecting the reallocation. If the entire Project is not repaired or replaced and unless otherwise unanimously agreed to by the Owners, the proceeds shall be delivered pro rata to the Owners or their mortgagees, as their interest may appear, in accordance with the

percentages or fractions set forth in Exhibit B of this Declaration.

Insufficient Insurance Proceeds

6.02 When reconstruction is required by the terms of Article 6.01 of this Declaration, but the insurance proceeds are insufficient to cover the cost of reconstruction, the costs in excess of the insurance proceeds and reserves shall be considered a common expense that is subject to the Association's lien rights.

Obtaining Bids for Reconstruction

If the Project is damaged by fire or any other disaster, the Board shall obtain firm bids, including the obligation to obtain a performance bond, from two or more responsible contractors to rebuild the Project in accordance with its original plans and specifications. The Board shall also, as soon as possible after obtaining the bids, call a special meeting of the Owners to consider the bids. If the Board fails to do so within sixty (60) days after the casualty occurs, any Owner may obtain bids and call and conduct a meeting as provided by this Article 6.03. At such meeting, the Owners may, by a vote of not less than fifty (50) percent of the votes present, elect to reject all of the bids or, by not less than fifty (50) percent of the votes present, elect to reject all the bids requiring amounts more than five thousand dollars ($5000.00) in excess of available insurance proceeds. If all bids are rejected, the Board shall obtain additional bids for presentation to the Owners. Failure to reject all bids shall authorize the Board to accept the unrejected bid it considers most favorable.

ARTICLE 7

RIGHTS OF BENEFICIARIES UNDER DEEDS OF TRUST

Declarant warrants that beneficiaries under deeds of trust to Units in the Project shall be entitled to the following rights and guaranties:

(a) Should any of the Association's Governing Instruments provide for a "right of first refusal," such right shall not impair the rights of a beneficiary under a first lien deed of trust to the following:

i) To exercise the power of sale, foreclose, or take title to an Unit pursuant to the remedies provided in the deed of trust.

ii) To accept a deed or assignment in lieu of sale or foreclosure in the event of default by a grantor.

iii) To interfere with a subsequent sale or lease of an Unit so acquired by the beneficiary.

(b) A beneficiary under a first lien deed of trust is entitled, on request, to written notification from the Association of any default in the performance by the grantor of any obligation under the Association's Governing Instruments that is not cured within sixty (60) days.

(c) Any beneficiary under a first deed of trust who obtains title to a Unit pursuant to the remedies provided in the deed of trust will not be liable for such Unit's unpaid assessments that accrue prior to the acquisition of title to the Unit by the beneficiary.

(d) Unless at least 66.67 % of the beneficiaries under first deeds of trust (based on one vote for each first deed of trust owned) and Owners other than Declarant give their prior written approval, the Association shall not be entitled to the following:

i) By act or omission, to seek to abandon or terminate the Project.

ii) To change the pro rata interest or obligations of any individual Unit for the purpose of:

a) Levying assessments or charges.

b) Allocating distributions of hazard insurance proceeds or condemnation awards.

c) Determining the pro rata share of ownership of each Unit in the Common Elements and in the improvements in the Common Elements.

iii) To partition or subdivide any Unit.

iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements. The granting of easements for utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause.

v) In case of loss to an Unit and/or Common Elements of the Project, to use hazard insurance proceeds for losses to any Project property (whether to Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such property, except as provided by statute.

(e) All taxes, assessments, and charges that may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Project as a whole.

(f) No provision of the Governing Instruments of the Association gives any Owner, or any other party, priority over any rights of a beneficiary under a first deed of trust to an Unit pursuant to its deed of trust in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or taking of Units and/or the Common Elements or portions of the Common Elements.

(g) Association assessments shall be large enough to provide for an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis. The reserve fund will be funded through the regular monthly assessments rather than by special assessments.

ARTICLE 8

GENERAL PROVISIONS

Amendment

8.01.

(a) This Declaration may be amended only at a meeting of the Unit Owners at which the amendment is approved by the holders of at least 55.56 percent of the ownership interests in the Project, except as provided in paragraph 9.01 of this Declaration.

(b) An amendment of the Declaration may not alter or destroy an Unit or a Limited Common Element without the consent of the affected Owners and the Owners' first lien mortgagees.

(c) Any amendment shall be evidenced by a writing that is prepared, signed, and acknowledged by the President or other officer designated by the Board to certify amendments. The amendment shall be effective on filing in the office of the county clerk of Gillespie County, Texas.

Nonwaiver of Remedies

8.02. Each remedy provided for in this Declaration is separate, distinct, and nonexclusive. Failure to exercise a particular remedy shall not be construed as a waiver of the remedy.

Severability

8.03. The provisions of this Declaration shall be deemed independent and severable. The invalidity, partial invalidity, or unenforceability of any one provision shall not affect the validity or enforceability of any other provision.

Enforcement of Declaration, By Laws, Rules and Regulations

8.04 If an Owner refuses to comply with the terms of this Declaration or with any rules or regulations promulgated by the Association, upon the request of the Owner of any Unit, the Board shall retain a professional management company to assist in enforcing this Declaration or any promulgated rules or regulations. If an Owner continues to persist in refusing to abide by the terms of this Declaration or properly promulgated rules and regulations, the Owners each agree to attempt to mediate any issues upon which they cannot agree. The mediator shall be selected by agreement or, if the Owners cannot agree upon a mediator, they shall each name a preferred mediator and select the mediator by random choice such as a coin toss or a similar method. If mediation does not resolve all issues upon which the Owners do not agree, the Owners shall submit all unresolved issues to arbitration under the rules of the American Arbitration Association then in effect. Judgment on arbitration awards may be entered by any court with appropriate jurisdiction. The consent or approval of the Association shall not be required to permit an Owner to require mediation or to submit an issue to arbitration. If a matter is

submitted to arbitration, the arbitration award shall include a determination as to which party or parties should pay for the cost of arbitration and any legal or related fees incurred by an Owner.

Mediation and Arbitration Provisions in Association Bylaws

8.05 The Bylaws of the Association shall require mediation and binding arbitration as methods of dispute resolution between Owners.

Binding

8.06. This Declaration, as well as any amendment to this Declaration, and any valid action or directive made pursuant to it shall be binding on the Declarant and the Owners and their heirs, grantees, tenants, successors, and assigns.

Interpretation

8.07. The provisions of this Declaration shall be liberally construed and interpreted to effectuate its purpose of creating a uniform plan for the development and operation of a Condominium Project. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce the provision or any other provision of this Declaration.

Limitation of Liability

8.08. The liability of any Owner for performance of any of the provisions of this Declaration shall terminate on sale, transfer, assignment, or other divestment of the Owner's entire interest in the Owner's Unit with respect to obligations arising from and after the date of such divestment.

Fair Housing

8.09. Neither Declarant nor any Owner shall, either directly or indirectly, forbid the conveyance, encumbrance, renting, leasing, or occupancy of the Owner's Unit to any person on the basis of race, color, sex, religion, ancestry, or national origin.

Notices

8.10.

(a) Notices provided for in this Declaration shall be in writing and shall be deemed sufficiently given with when delivered personally at the appropriate address set forth in Article 8.10(b) of this Declaration, or seventy-two (72) hours after deposit in any United States post office box, postage prepaid, addressed as set forth in Article 8.10(b) of this Declaration.

(b) Any notice to an Owner required under this Declaration shall be addressed to the Owner at the last address for the Owner appearing in the records of the Association or, if there is none, at the address of the Unit in the Project. Notice to the Association shall be

addressed to the address designated by the Association by written notice all Owners. Notices to the Manager shall be addressed to the address designated by the Manager. Notices to Declarant shall be addressed to 139 Golden Sunset Trail, Fredericksburg, Texas 78624.

Number, Gender, and Headings

8.11. As used in this Declaration, the singular shall include the plural and the masculine shall include the feminine, unless the context requires the contrary. All headings are not a part of this Declaration and shall not affect the interpretation of any provision.

Declarant's Signature:

Mark Collins Builders, Inc.

By: Mark Collins
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on 3 day of September, 2019, by Mark Collins, President of Mark Collins Builders, Inc. on behalf of the company.

Notary in and for the State of Texas

KELLIE ALFORD
Notary Public
State of Texas
ID # 12804194-1
My Comm. Expires 03/19/2023

CONSENT AND SUBORDINATION

The undersigned, Beneficiary under a Deed of Trust ("Deed of Trust") dated as of October 4, 2018, and duly recorded in Document No. 20185226 of the Real Property Records of Gillespie County, Texas, approves the foregoing Condominium Declaration (the "Declaration"), and agrees that the Deed of Trust is, and shall at all times continue to be, subject, inferior and subordinate in all respects to the Condominium Declaration., except as provided for in Section 4.08.

Dated: 9-4, 2019

Security State Bank & Trust

By: Cindy Harrison

Its: Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF GILLESPIE

This instrument was acknowledged before me on 4 day of September 2019, by Cindy Harrison SRVP of Security State Bank & Trust, on behalf of the financial institution.

Kellie Alford

Notary in and for the State of Texas

KELLIE ALFORD
Notary Public
State of Texas
ID # 12604194-1
My Comm. Expires 03/19/2023

EXHIBIT A, PAGE 1

Being all of that certain lot, tract or parcel of land, situated in the City of Fredericksburg, Gillespie County, Texas and being all of Lot 10A-R, of the Resubdivision of Lot No. 10 of Dechert Addition, as said lot is shown, designated and delineated on the map or plat of said Resubdivision recorded in volume 5, Page 120 of the Plat Records of Gillespie County, Texas.

EXHIBIT B

The Common Elements consist of (a) unassigned parking areas and driveways, fences, roofs, exterior walls and foundations (b) the installations consisting of the equipment and materials making up central services such as power, light, gas, and water (c) landscape sprinkler system.

The Limited Common Elements consist of (a) balconies, patios, decks, exterior doors and windows (b) assigned yards and (c) central air conditioning and central heat.

Each Unit Owner's undivided interest in the Common Elements, the percentage of vote assigned to it and the percentage of undivided interests in the common expenses of the association is as follows:

Building I
Unit A 16.90%
Unit B 8.215%
Unit C 8.215%

Building II
Unit A 16.90%
Unit B 8.215%
Unit C 8.215%

Building III
Unit A 16.90%
Unit B 8.215%
Unit C 8.215%

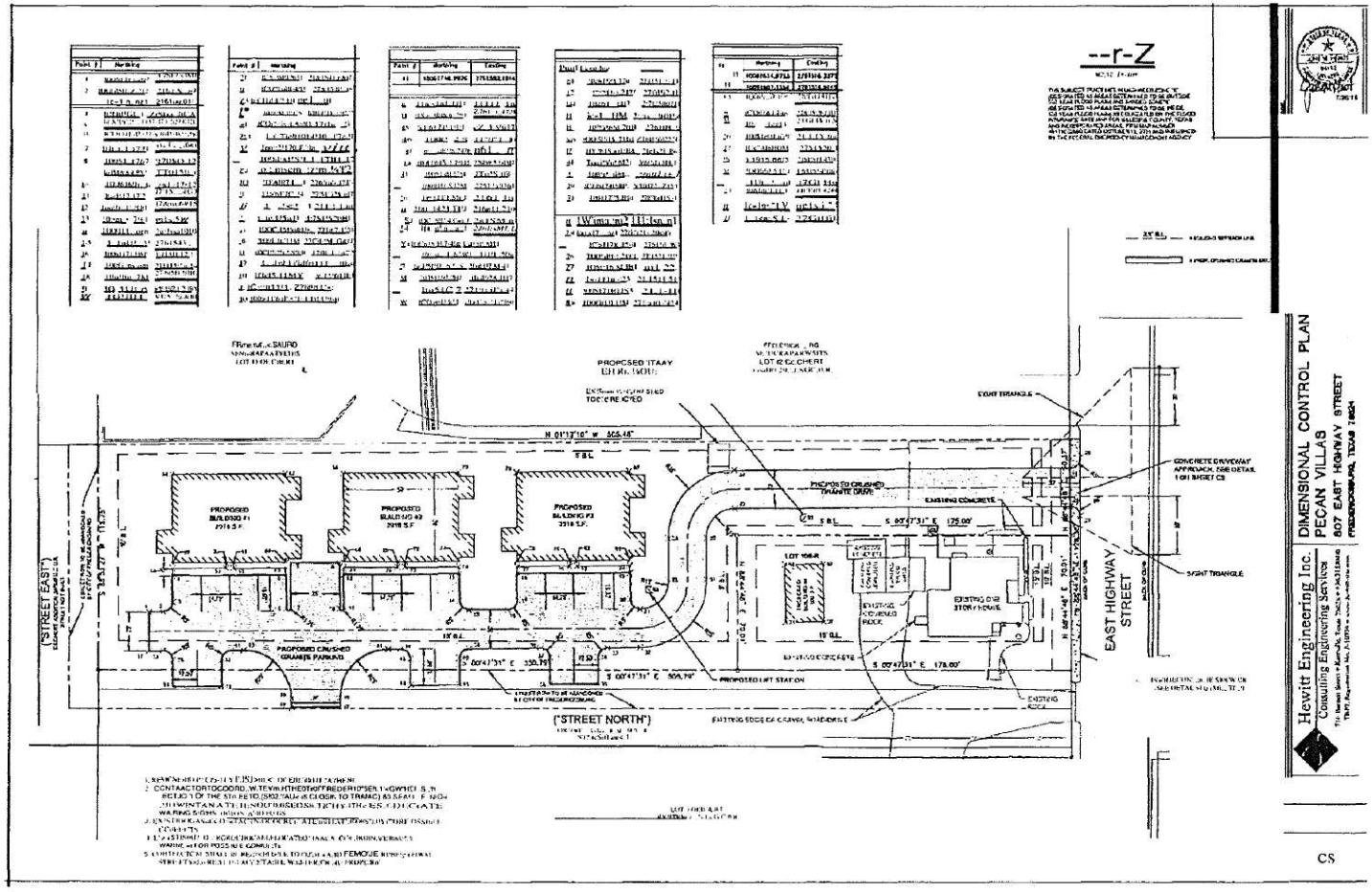
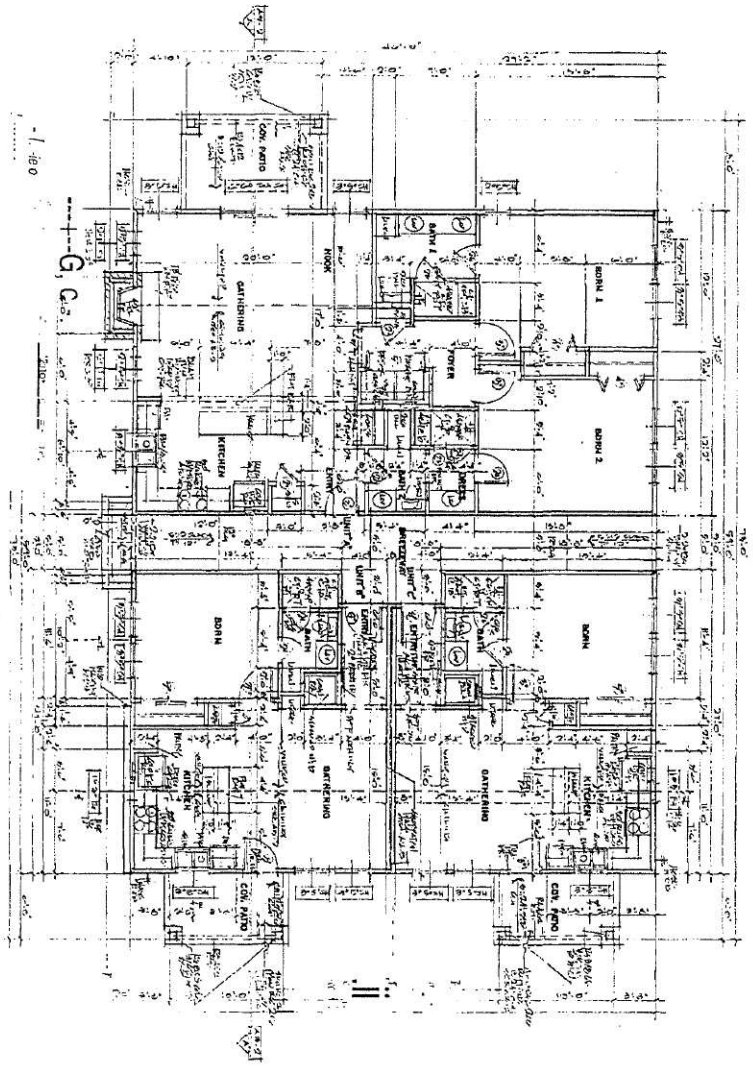

--r-Z
PROPOSED ITAAY
("STREET EAST")
("STREET NORTH")
PROPOSED BUILDING #1
PROPOSED BUILDING #2
PROPOSED BUILDING #3
PROPOSED CRUSHED GRANITE PARKING
PROPOSED LIFT STATION
EXISTING CONCRETE
EXISTING CMU STORM HOUSE
EAST HIGHWAY
STREET
CONCRETE DRIVEWAY
SIGHT TRIANGLE
Hewitt Engineering Inc.
Consulting Engineering Services
DIMENSIONAL CONTROL PLAN
PECAN VILLAS
807 EAST HIGHWAY 87 STREET
FREDERICKSBURG, TEXAS 78624
C5

EXHIBIT C



1 TYPICAL FLOOR PLAN SC: 1/4"

2

BUILDING AREA	FINAL AREA
UNIT 1	1,250.00 SF
UNIT 2	1,006.00 SF
UNIT 3	1,006.00 SF
UNIT 4	1,250.00 SF
TOTAL BUILDING AREA	4,512.00 SF

SHEET INDEX

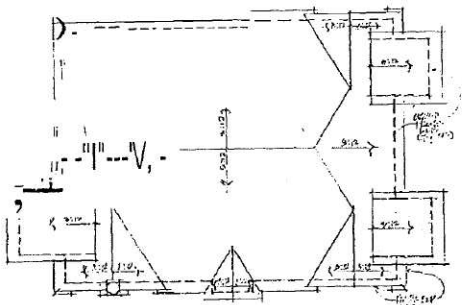
A1.0 FVN

A1.0

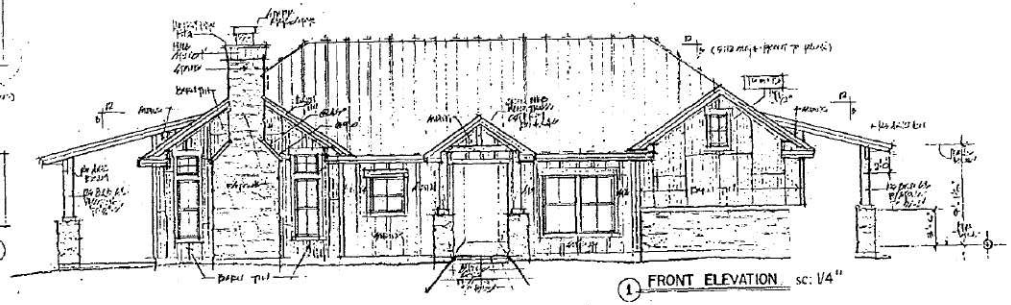
PECAN VILLAS

TIM BOATRIGHT
DESIGNER
CERTIFIED PROFESSIONAL BUILDING DESIGNER

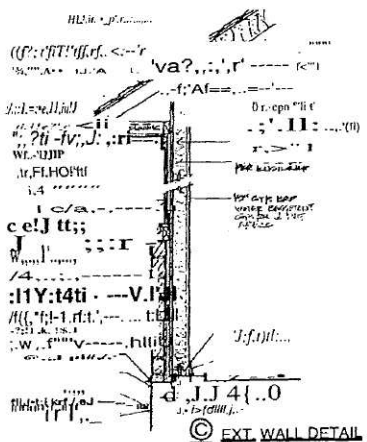
A1.0



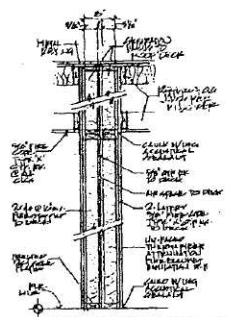
④ ROOF OVERVIEW sc: 1/8"



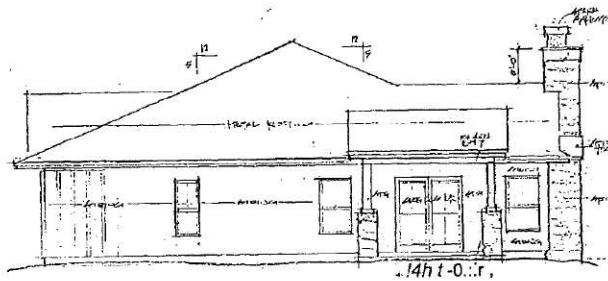
① FRONT ELEVATION sc: 1/4"



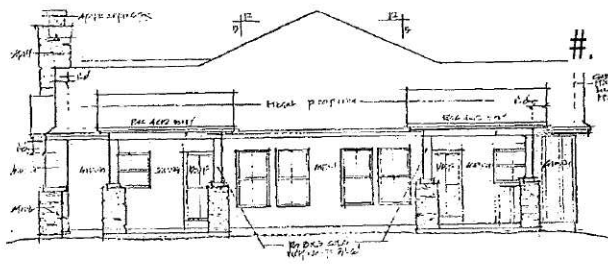
© EXT. WALL DETAIL sc:1"



@ SEPARATION WALL DETAIL sc: 1"



® LEFT ELEVATION sc: 1/4"



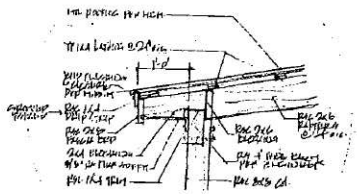
RIGHT ELEVATION sc:1/4"

TIM BOATRIGHT
DESIGNER

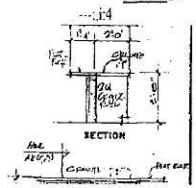
PECAN VILLAS

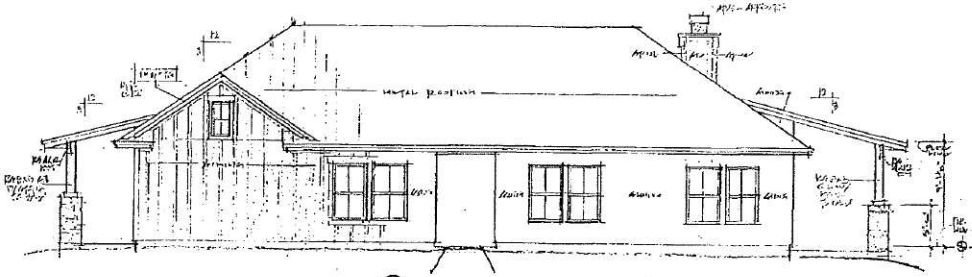
TP 2468

A2.0

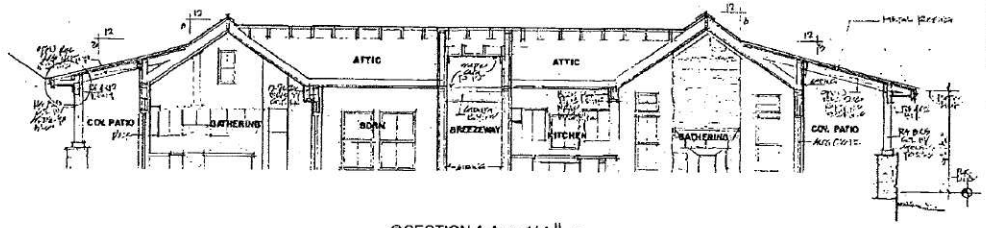


OVERHANG AT WOOD FRA.: g7ifL

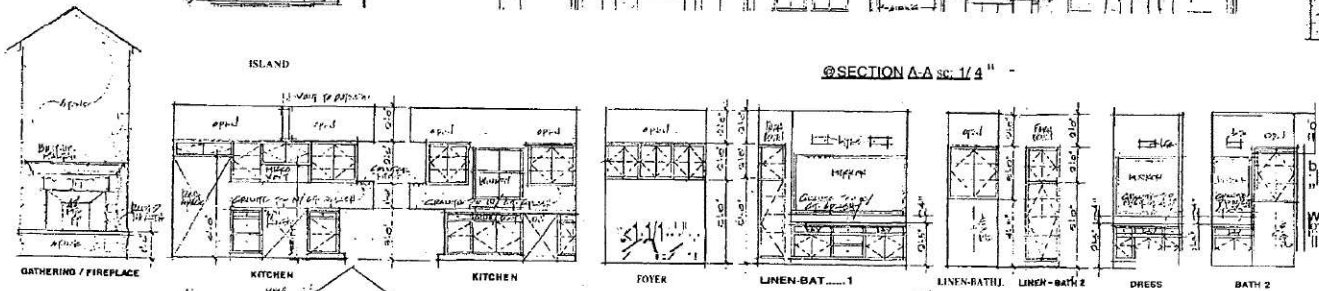




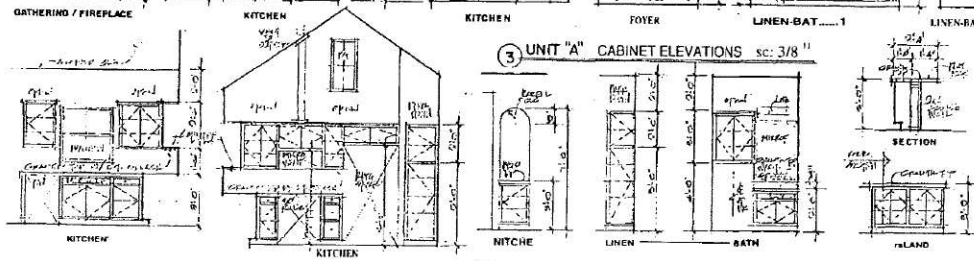
® REAR ELEVATION sc: 114"



@SECTION A-A sc: 1/4 "



③ UNIT "A" CABINET ELEVATIONS sc: 3/8 "



@ UNITS "B" a "C" TYPICAL CABINET ELEVATIONS sc: 3 /8 "

ALL BID

TIM BOATRIGHT DESIGNER

A3.0

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
September 04, 2019 03:16:35 PM
FEE: $124.00 LBROWN **20194494**
DECLARATION

4 pgs
AMEND

20195184

FIRST AMENDMENT TO DECLARATION OF THE PECAN VILLAS, A CONDOMINIUM COMMUNITY AS RECORDED IN DOCUMENT 20194494 OFFICIAL PUBLIC RECORDS OF GILLESPIE COUNTY, TEXAS

THE STATE OF TEXAS §
§**KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GILLESPIE §

Declarant has heretofore filed a Declaration for a plan of ownership for the condominium project known as The Pecan Villas, a Condominium Community. Said Declaration was filed of record in Document/Register No. 20194494, Official Public Records, Gillespie County, Texas (the "Declaration"). Declarant does now desire to amend the Declaration by this First Amendment to the Declaration as follows:.

EXHIBIT "B-1"

Exhibit "B-1" shall be replaced with the attached Exhibit "B-1".

EXHIBIT "B-2"

Exhibit "B-2" shall be replaced with the attached Exhibit "B-2".

IN WITNESS WHEREOF, the Declarant has caused this instrument to be adopted, sealed and delivered the 1 day of October, 2019, in accordance with Section 8.01 of the Declaration.

DECLARANT:

Mark Collins Builders, Inc.

By: _____
Mark Collins, President

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Mark Collins, President of Mark Collins Builders, Inc., known to me to be the person(s) whose name (s) is subscribed to the foregoing instrument, and he/she/they acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed on behalf of the company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of October, 2019.

ALLISON TURRENTINE
Notary Public State of Texas
Notary ID# 12404648-R
My Commission Expires
DECEMBER 22, 2021

Allison Turrentine
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Notary Name Printed: _____
My Commission Expires: _____

EXHIBIT B

The Common Elements consist of (a) unassigned parking areas and driveways, fences, roofs, exterior walls and foundations (b) the installations consisting of the equipment and materials making up central services such as power, light, gas, and water (c) landscape sprinkler system.

The Limited Common Elements consist of (a) balconies, patios, decks, exterior doors and windows (b) assigned yards and (c) central air conditioning and central heat.

Each Unit Owner's undivided interest in the Common Elements, the percentage of vote assigned to it and the percentage of undivided interests in the common expenses of the association is as follows:

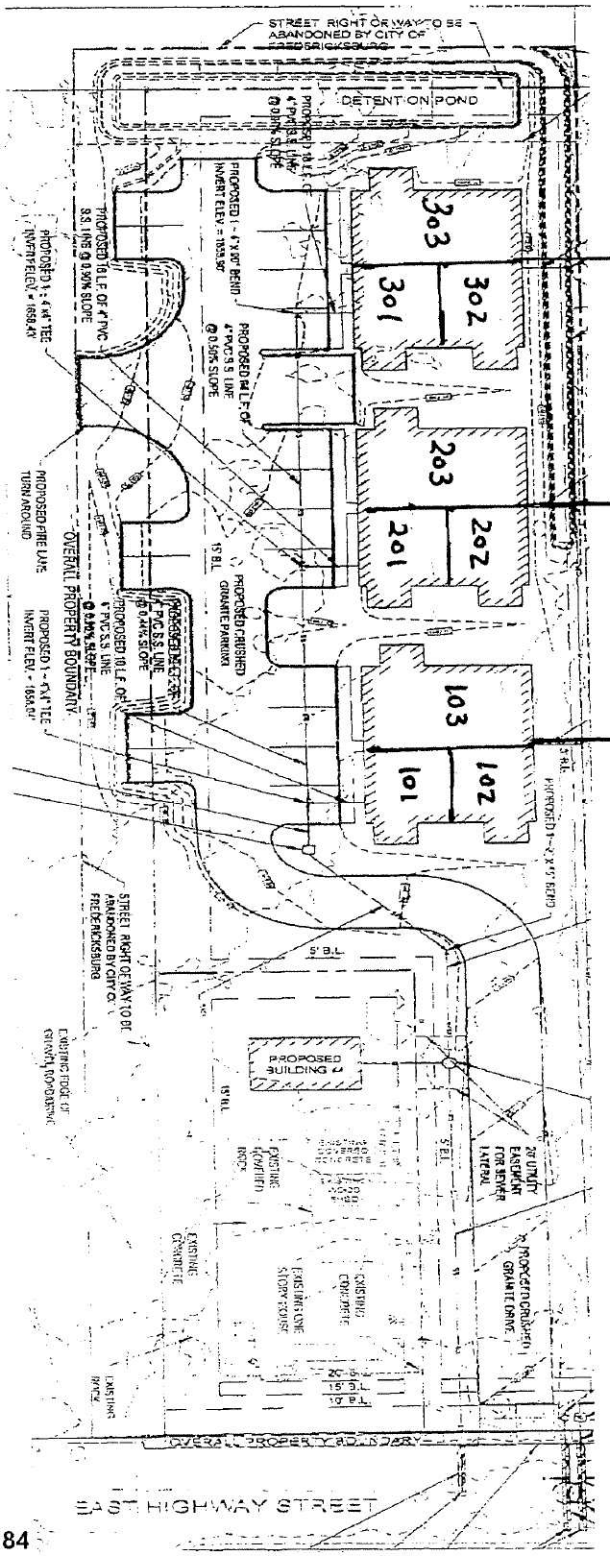
Building I
Unit 101: 8.215%
Unit 102: 8.215%
Unit 103:16.90%

Building II
Unit 201: 8.215%
Unit 202: 8.215%
Unit 203: 16.90%

Building III
Unit 301: 8.215%
Unit 302: 8.215%
Unit 303: 16.90%

EXHIBIT "B-2"

MAP



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
October 07, 2019 10:39:52 AM
FEE: $38.00 LMOOSE
AMEND

20195184

FREDERICKSBURG BIBLE CHURCH, INC. TO FREDERICKSBURG VOA ELDERLY HOUSING, INC.

VOL. 194 PAGE 840

GRANT OF EASEMENT

The undersigned, Fredericksburg Bible Church, Inc., located in the City of Fredericksburg, County of Gillespie, State of Texas, in consideration of TEN Dollars ($10.00), and other good and valuable consideration the receipt of which is acknowledged, does hereby convey and release to Fredericksburg VOA Elderly Housing, Inc., a general discharge easement and right of way for a certain stormwater drainage system, more particularly designated and described on the attached drawing labelled Exhibit "A", over and across real property owned by the undersigned and situated in the County of Gillespie, State of Texas, and more particularly described as follows:

That tract of land consisting of all of Lot No. 10 of the Deckert Addition to Gillespie County, Texas, according to Plat found of record in Volume 29, Page 506 of the Deed Records of Gillespie County, Texas;

SAVE AND EXCEPT that portion of Lot No. 10, consisting of 0.12 acre of land described by metes and bounds in that one certain Dedication Deed from Victor W. Eckhardt, Et Ux, to the County of Gillespie, bearing date of January 26, 1989, found of record in Volume 190, Pages 876-878 of the Deed Records of Gillespie County, Texas, to which document and its respective record, reference is expressly made.

This conveyance is based upon the stormwater system as designed and shown on Exhibit "A", and by this reference, made a part of this instrument as fully and to the same effect as if set forth in this instrument in its entirety.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed at Fredericksburg, Texas on this the 2nd day of October, 1989.

FREDERICKSBURG BIBLE CHURCH, INC.

BY: Jack Culberson
Jack Culberson, Chairman
of the Board of Elders

ATTEST:
Gordon E. Sauer, Secretary

THE STATE OF TEXAS

COUNTY OF GILLESPIE

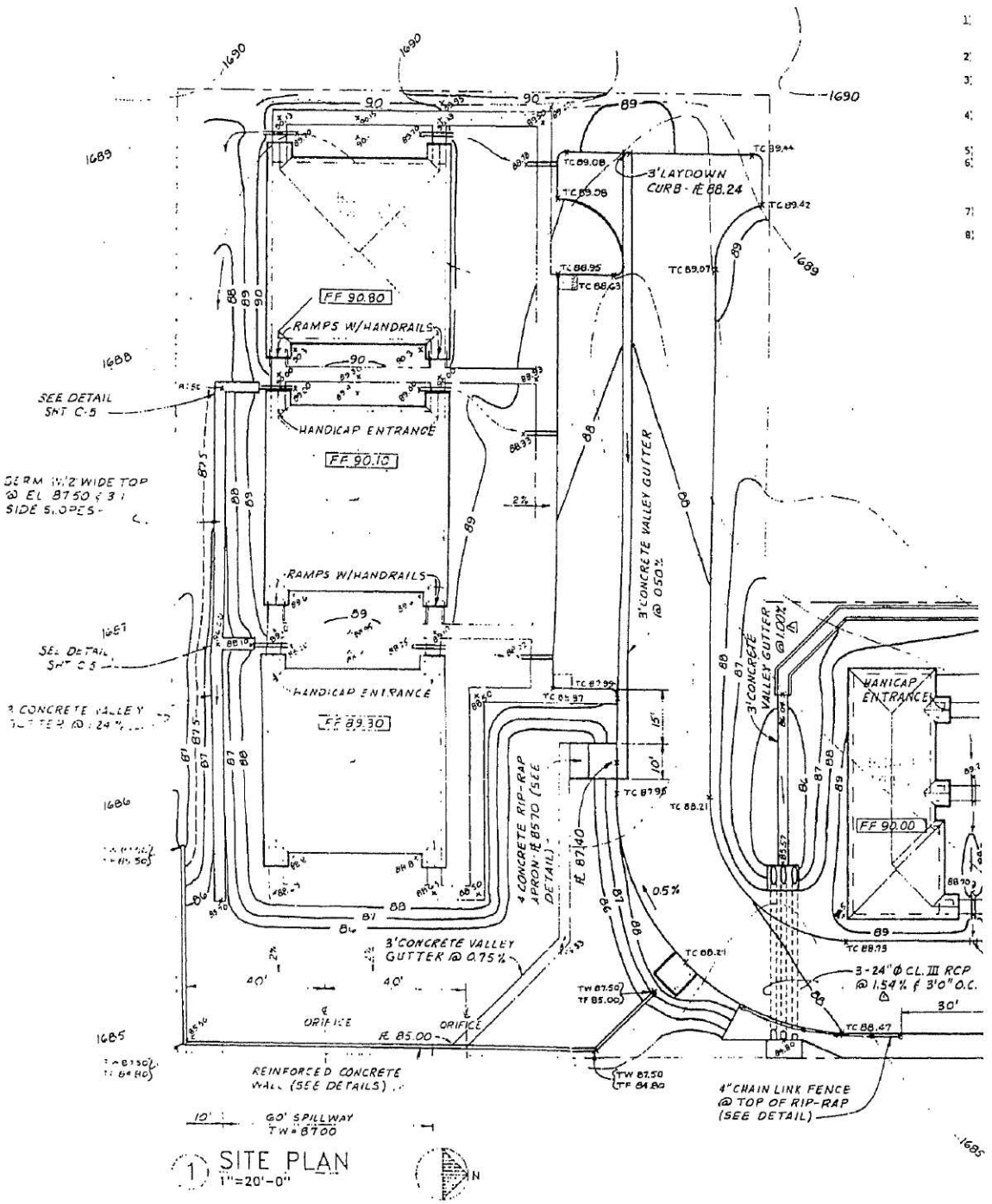
This instrument was acknowledged before me on this the 2nd day of October, 1989 by Jack Culberson, Chairman of the Board of Elders of Fredericksburg Bible Church, Inc., a Texas nonprofit corporation, on behalf of said corporation.

Sandra Kay Houy
NOTARY PUBLIC, STATE OF TEXAS

SANDRA KAY HOUY
NOTARY PUBLIC
State of Texas
Comm. Exp. 08-10-93

EXHIBIT 'A'

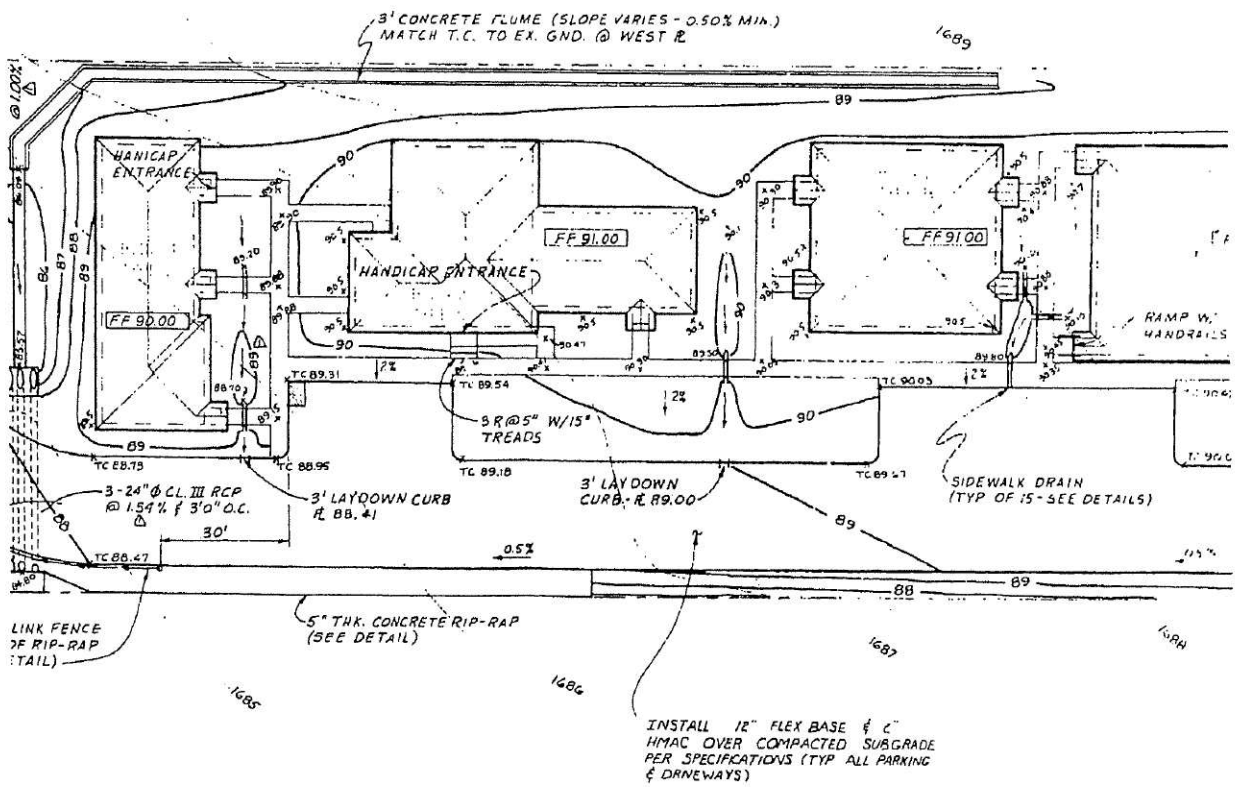
VOL. 194 PAGE 841



1 SITE PLAN
1"=20'-0"

NOTES

1) PROVIDE 6" MIN/ 12" MAX DROP BETWEEN FINISH FLOOR ELEVATION AND ADJACENT FINISH GRADE. WHERE SIDEWALKS ABUT BUILDINGS, GRADE TO ½" BELOW THE SIDEWALK.
2) PROVIDE 4' WIDE "MAINTENANCE AREA" AROUND ALL BUILDINGS WITH 10% MAX SLOPE.
3) PROVIDE 3" DROP BETWEEN FINISH FLOOR AND PORCHES, EXCEPT AT HANDICAP ENTRANCES (NOTED) PROVIDE ½" DROP. SLOPE PORCHES ¼"/FT AWAY FROM ENTRANCES.
4) INSTALL CURB & GUTTER AROUND ALL PARKING AREAS AND DRIVEWAYS. INSTALL LAY-DOWN CURBS WHERE INDICATED.
5) MAX SLOPE WITHOUT RIP-RAP IS 3:1 (H:V)
6) ALL FILL REQUIRED SHALL BE PLACED IN ACCORDANCE WITH THE SPECIFICATIONS. REFER TO SPECIFICATIONS FOR CLEARING AND SUBGRADE PREPARATION REQUIREMENTS.
7) EXISTING TOPOGRAPHY SHOWN WAS OBTAINED FROM A SURVEY DATED JUNE 21, 1988 BY NIXON-OTHERS SURVEYORS, INC.
8) PAVEMENT DESIGN CONFORMS TO RECOMMENDATIONS OF SOUTHWESTERN LABORATORIES, INC. REPORT DATED JUNE 30, 1988.



LEX BASE @ 6"
MPACTED SUBGRADE
VS (TYP ALL PARKING

REV.	DATE	DESCRIPTION	BY	APPR.

CONEWAY AND ASSOCIATES, INC.
CONSULTING ENGINEERS

1963 BEE CAVES RD, SUITE 101
AUSTIN, TX 78746 (512)327-1941

GRADING & DRAINAGE PLAN

ITHENTICITY

images between the Title Page
been made in strict accordance
is a true, correct, and exact
: of writing, legal document,
ie date and at the time stamped
ieated for any original discrete
his Certificate. Official
Pages 840-841 , Filed on the

, by Felicia Cornehl Deputy.
Felicia Cornehl

REGIONAL DESIGN ALLIANCE C
7035 Bee Cave Road, Suite
Austin, Texas 78746 512/328

HOUSING FOR THE ELDERLY
FREDERICKSBURG, TEXAS

DRAWN:
DATE:
REVISIONS
NO DATE REVISION

SHEET
C-2