

RODDY TREE CONDOS RESTRICTIONS

Volume 155, Page 96 and Volume 171, Page 71, Deed Records of Kerr County, Texas (Common Area only); Volume 1202, Page 3, Real Property Records of Kerr County, Texas; File No. 11-07663, and File No. 19-02695 Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement and Right Of Way dated June 12, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 469, Deed Records of Kerr County, Texas. (Common Area Only)
- Easement and Right Of Way dated June 15, 1936 to Texas Power & Light Company, recorded in Volume 59, Page 601, Deed Records of Kerr County, Texas. (Common Area Only)
- Easement and Right Of Way dated April 21, 1937 to Texas Power & Light Company, recorded in Volume 61, Page 6, Deed Records of Kerr County, Texas. (Common Area Only)
- Easement and Right Of Way dated July 29, 1938 to Texas Power & Light Company, recorded in Volume 61, Page 77, Deed Records of Kerr County, Texas. (Common Area Only)
- Easement dated March 12, 1942 to L.C.R.A., recorded in Volume 69, Page 297, Deed Records of Kerr County, Texas.
- Easement dated July 19, 1947 to L.C.R.A., recorded in Volume 1, Page 10, Easement Records of Kerr County, Texas. (Common Area Only)
- Easement to L.C.R.A., dated June 3, 1959, recorded in Volume 3, Page 186, Easement Records of Kerr County, Texas. (Common Area Only)
- Easements reserved in the Restrictions recorded in Volume 155, Page 96 and Volume 171, Page 71, Deed Records of Kerr County, Texas. (Common Area Only)
- Telephone Line Right-Of-Way Easement dated May 10, 1977, recorded in Volume 9, Page 340, Easement Records of Kerr County, Texas. (Common Area Only)
- Road Easements as per the plat recorded in Volume 4, Page 190, Plat Records of Kerr County, Texas. (Common Area Only)
- Blanket Easement dated September 17, 1975, to Hill Country Telephone Cooperative, Inc., recorded in Volume 17, Page 213, Easement Records of Kerr County, Texas.
- Telephone Line Right-Of-Way Easement dated April 6, 1977, to Hill Country Telephone Cooperative, Inc., recorded in Volume 17, Page 467, Real Property Records of Kerr County, Texas. (Common Area Only)

- Telephone Line Right-Of-Way Easement dated November 3, 1995 to Hill Country Telephone Cooperative, Inc., recorded in Volume 838, Page 435, Real Property Records of Kerr County, Texas. (Common Area Only)
- Telephone Line Right-Of-Way Easement dated August 22, 1997 to Hill Country Telephone Cooperative, Inc., recorded in Volume 957, Page 586, Real Property Records of Kerr County, Texas. (Common Area Only)
- Terms, covenants, conditions, provisions, running with the land, and binding forever any person having at any time an interest or estate in a unit, according to the Declaration of Condominium recorded in Volume 1202, Page 3, Real Property Records of Kerr County, Texas, and File No. 11-07663, Official Public Records of Kerr County, Texas, including, but not limited to provisions for maintenance charges and homeowners association fees due, and all future assessments and charges of Roddy Tree Ranch Homeowner's Association, Inc.

Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage.

- Residents' easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, recorded in Volume 1202, Page 3, Real Property Records of Kerr County, Texas, and File No. 11-07663, Official Public Records of Kerr County, Texas.
- Management Certificate Commencement Certificate for Condominium Project also known as Roddy Tree Ranch Homeowners Association, Inc. recorded in Volume 1202, Page 121 and refiled in Volume 1210, Page 177, Real Property Records of Kerr County, Texas.
- Riverfront Access Easement executed by Roddy Tree Ranch Homeowners Association, Inc., dated September 27, 2005, recorded in Volume 1470, Page 604, Real Property Records of Kerr County, Texas.
- Drainage Easement executed by Roddy Tree Ranch Homeowners Association, Inc., dated September 27, 2005, recorded in Volume 1470, Page 612, Real Property Records of Kerr County, Texas.
- Easement and Right-Of-Way dated November 15, 2007 to Kerrville Public Utility Board, recorded in Volume 1644, Page 468, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Portion of the property within any roadway.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)
- Section 13 of the Conditions and Stipulations of this Policy is hereby deleted.

STATE OF TEXAS X

RESTRICTIONS

COUNTY OF KERR X

1337

FOR
HILLS N' DALES SUBDIVISION

We, J. K. LOOKER, and wife, J. LUCILLE LOCKER, the owners and developers of that land known as HILLS N' DALES SUBDIVISION in Kerr County, Texas, being the same property described at Page 260 of Vol. 140, Deed Records, Kerr County, Texas, for the purpose of providing home sites to the public enhanced by planned, restricted development, hereby adopt as covenants running with the land the following restrictions applicable to any and all parts of said tract (save and except that owners reserve the right to relax or withdraw these restrictions as to that portion of land lying North of the presently existing LCRA lines), TO-WIT:

1. Use - of the property shall be only for residential purposes. No business use shall be allowed except to complete development of the property. No tent, mobile home, portable or temporary dwelling structure (except travel trailers not used as an abode) shall be placed on or be permitted to remain on the property, except with the prior written permission of the developers for a definite period of time.

2. Construction - all dwellings shall contain at least 1,100 square feet of heated living area, with exterior walls and out-buildings to be constructed of at least 51% brick, rock, or well-finished masonry. Dwelling construction shall be completed within nine months from construction starting date unless developers give written extension. Each dwelling shall have a sewage disposal system conforming to Texas Department of Health recommendations.

3. Re-Sale - of land purchased shall be allowed in quantities of not less than one acre, the amount of stock allowed may be reduced on less than 4 acres.

4. Animals - Each tract owner may keep for non-business purposes only the following animals (and no others shall be allowed): 1 cow, 2 horses, 3 sheep, chickens, and household pets, if confined to the land owned by their owner, PROVIDED, animals creating a nuisance, or discomfort of smell, noise, or otherwise shall be removed promptly at their owner's expense from the sub-division. Out-buildings and corrals shall be at least 25 feet from any property line.

5. Garbage - No dumping of garbage, trash, brush, or other rubbish shall be permitted. Garbage and other waste shall be kept in tightly covered containers. Incinerators with proper safeguards may be operated. All fires shall be attended.

6. Easements - In addition to all easements presently of record, which developers hereby expressly recognize, developers hereby reserve perpetual easements over and across all tracts in the sub-division for the purpose of constructing, installing, repairing, maintaining, or conveying to proper parties for those purposes, electric power, water, sewage, gas, telephone, any other utility facilities and services, and for roads for access purposes. Property owners affected by such easements shall be entitled only to compensation for undue negligent and unreasonable damages caused thereby. Such easements shall be for the general benefit of the subdivision and any other land owner or acquired hereafter by developers in the vicinity of the Sub-division as well as their assigns. Such easements may be both serial and/or underground.

7. Timber - or other natural marketable resources shall not be severed or removed for commercial purposes or indiscriminately without the prior written consent of the developers.

8. Enforcement - These restrictions and the covenants herein contained as well as the use and protection of the easements herein referred to shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate a nuisance, at the instance of any tract owner in the Subdivision, the developers, or by a committee of tract owners in the Subdivision appointed by the developers, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

SIGNED this 21st day of April, 1972.

PURCHASERS:

OWNERS/DEVELOPERS:

J. K. Locker
J. K. Locker

J. Lucille Locker
J. Lucille Locker

STATE OF TEXAS X

COUNTY OF KERR X

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared J. K. Locker and J. Lucille Locker, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21st day of April, 1972.

FILED FOR RECORD

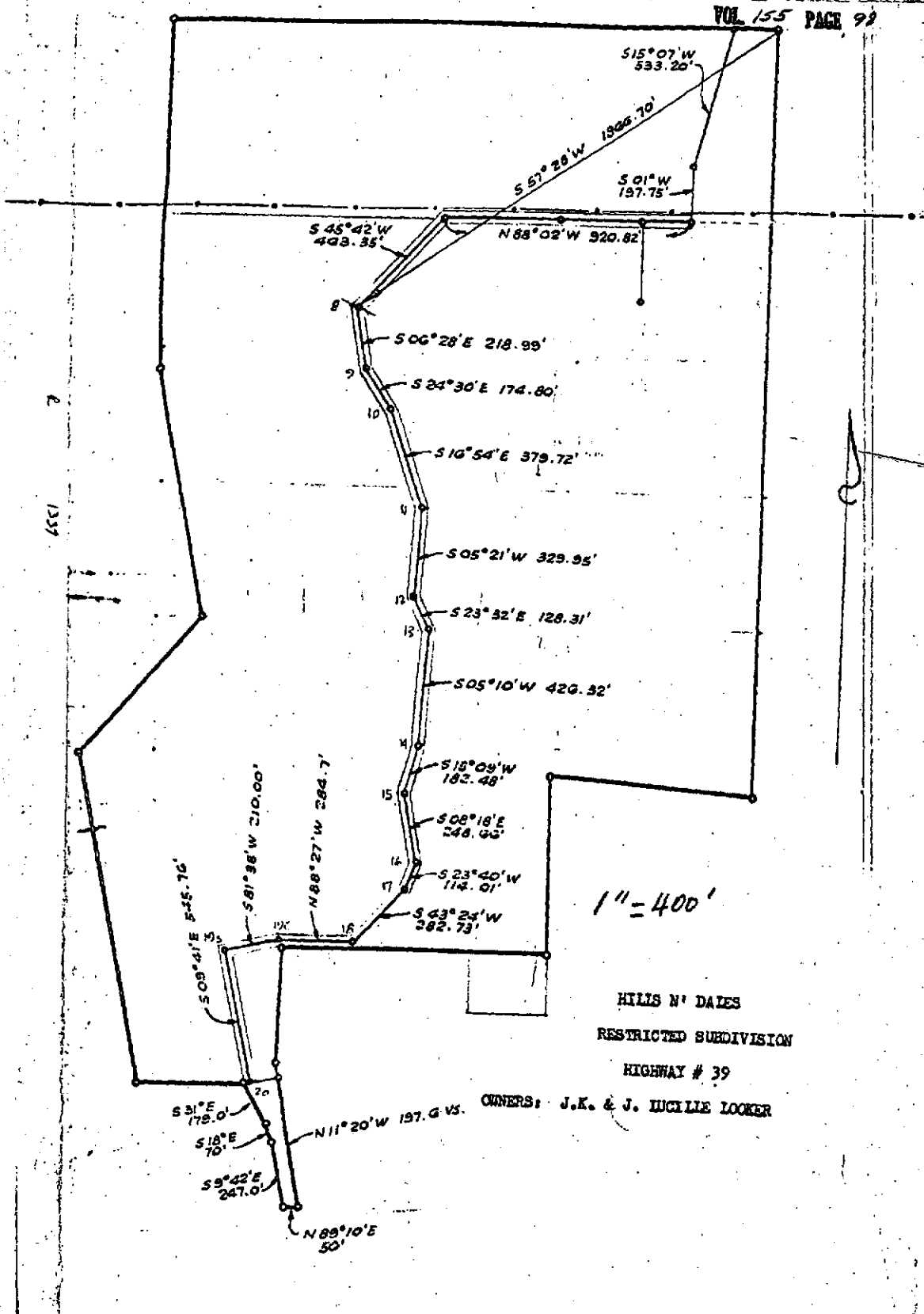
at 9:40 o'clock P. M.,

C. J. Jamieson
Notary Public, Kerr County, Texas

APR 21 1972

Carroll M. Munkler
Clerk County Court, Kerr County, Texas

By _____ Deputy



1" = 400'

HILLS N' DALES
RESTRICTED SUBDIVISION
HIGHWAY # 39
OWNERS: J.K. & J. LUCILLE LOOKER

Filed for record April 21, 1972 at 9:40 o'clock A. M.
Recorded April 25, 1972
EMMIE M. MUENKER, Clerk

By Margaret Muenker Deputy

Filed Dec 31-72
apr.

STATE OF TEXAS)
COUNTY OF KERR)

6888

RESTRICTIONS VOL 171 PAGE 71
FOR
HILLS N' DALES SUBDIVISION

We, J. K. LOCKER, and wife, J. LUCILLE LOCKER, the owners and developers of that land known as HILLS N' DALES SUBDIVISION in Kerr County, Texas, being the same property described at Page 280 of Vol. 140, Deed Records, Kerr County, Texas, for the purpose of providing home sites to the public enhanced by planned, restricted development, hereby adopt as covenants running with the land the following restrictions applicable to any and all parts of said tract (save and except that owners reserve the right to relax or withdraw these restrictions as to that portion of land lying North of the presently existing LCRA lines), TO-WIT:

1. Use - of the property shall be only for residential purposes. No business use shall be allowed except to complete development of the property. No tent, mobile home, portable or temporary dwelling structure (except travel trailers not used as an abode) shall be placed on or be permitted to remain on the property, except with the prior written permission of the developers for a definite period of time.

2. Construction - all dwellings shall contain at least 1,100 square feet of heated living area, with exterior walls and out-buildings to be constructed of at least 51% brick, rock, or well-finished masonry. Dwelling construction shall be completed within nine months from construction starting date unless developers give written extension. Each dwelling shall have a sewage disposal system conforming to Texas Department of Health recommendations.

3. Re-Sale - of land purchased shall be allowed in quantities of not less than one acre, the amount of stock allowed may be reduced on less than 4 acres.

4. Animals - Each tract owner may keep for non-business purposes only the following animals (and no others shall be allowed): 1 cow, 2 horses, 3 sheep, chickens, and household pets, if confined to the land owned by their owner, PROVIDED, animals creating a nuisance, or discomfort of smell, noise, or otherwise shall be removed promptly at their owner's expense from the sub-division. All buildings and corrals shall be at least 20 feet from any property line.

5. Garbage - No dumping of garbage, trash, brush, or other rubbish shall be permitted. Garbage and other waste shall be kept in tightly covered containers. Incinerators with proper safeguards may be operated. All fires shall be attended.

6. Easements - In addition to all easements presently of record, which developers hereby expressly recognize, developers hereby reserve perpetual easements over and across all tracts in the sub-division for the purpose of constructing, installing, repairing, maintaining, or conveying to proper parties for those purposes, electric power, water, sewage, gas, telephone, any other utility facilities and services, and for roads for access purposes. Property owners affected by such easements shall be entitled only to compensation for undue negligent and unreasonable damages caused thereby. Such easements shall be for the general benefit of the subdivision and any other land owner or acquired hereafter by developers in the vicinity of the Sub-division as well as their assigns. Such easements may be both aerial and/or underground.

7. Timber - or other natural marketable resources shall not be severed or removed for commercial purposes or indiscriminately without the prior written consent of the developers.

VOL 171 PAGE 72
8. Enforcement - These restrictions and the covenants herein contained as well as the use and protection of the easements herein referred to shall be specifically enforceable by suit either separately or cumulatively, for injunction, damages, or to abate a nuisance, at the instance of any tract owner in the Subdivision, the developers, or by a committee of tract owners in the Subdivision appointed by the developers, or all of them. Any other remedies existing at law or in equity shall not be deemed waived and shall still be available to any such person or persons.

SIGNED this 26 day of Feb, 19 74.

PURCHASERS:

OWNERS/DEVELOPERS:

W.C. Richardson

J.K. Looker
J. K. Looker

Mr. H.C. Richardson

J. Lucille Looker
J. Lucille Looker

STATE OF TEXAS)

COUNTY OF KERR)

Filed 12th Day of Mar, A.D., 19 74 at
EMMIE M. MUENKER 2:20 P.M.
Clerk County Court, Kerr County, Texas
By Donna W. Stett Deputy

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared W.C. Richardson and wife, Mary (Mrs. W.C.) Richardson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of

Feb 26, 19 74.



Constance
Notary Public, Kerr County, Texas

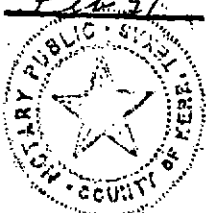
STATE OF TEXAS)

COUNTY OF KERR)

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared J. K. Looker and J. Lucille Looker, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of

Feb 27, 19 74.



Constance
Notary Public, Kerr County, Texas

Filed for record March 1, 1974 at 2:20 o'clock P. M.
Recorded March 5, 1974
EMMIE M. MUENKER, Clerk

By Melinda Ahrens Deputy

C6051

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RODDY TREE RANCH CONDOMINIUMS

RECORD Real Property
VOL 1202 PG 3
RECORDING DATE

JUL 16 2002



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }

I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

JUL 16 2002



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Return to:

JAMES B. GAMBRELL
ATTORNEY AT LAW

3801 Cima Serena Drive
Austin, Texas 78759

(512) 502-8128 (Tel.)
(512) 751-3070 (Cell)

E-mail: jim@gambrell.org
Fax: (512) 502-8132

FILED FOR RECORD
at 12:30 o'clock P.M.

JUL 15 2002

JANNET PIEPER
Clerk County Court, Kerr County, Texas
Deputy

253-5-1

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RODDY TREE RANCH CONDOMINIUMS**

This Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums is executed by Lazy Days, L.P., a Texas limited partnership, acting herein by and through its duly authorized General Partner, Roddy Tree, Inc., a Texas corporation, referred to herein as "Declarant," the owner of the property more particularly described in **Exhibit A** attached hereto.

Recitals

The property subject to this Declaration as described in **Exhibit A** includes (a) thirteen (13) residential condominium units and their attached or detached limited common element areas and improvements and (b) the building sites for twelve (12) additional residential condominium units that may be constructed with their attached or detached limited common elements and improvements. The property is locally to be known as the "Roddy Tree Ranch Condominiums."

This Declaration establishes a plan for individual ownership in fee simple of each condominium unit and an undivided interest in the common areas and common elements. Each owner shall have exclusive ownership of, possessory interest in, and responsibility for the area or space contained within such owner's condominium unit and related limited common areas or elements, subject to the covenants, conditions, definitions and restrictions contained in this Declaration.

This Declaration and the property subject to it shall be governed by the Texas Uniform Condominium Act, Chapter 82, Texas Property Code. The terms, covenants, conditions, definitions, easements, restrictions, uses, limitations, and obligations in this Declaration shall be deemed to run with the land and shall be binding upon any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I. DEFINITIONS AND TERMS

1.1 Definitions and Terms . As used in this agreement, the following terms shall have the respective meanings set forth after them unless the context shall expressly provide otherwise:

a. "Association" shall refer to the Roddy Tree Ranch Homeowners Association, Inc., a Texas non-profit corporation to be created by filing Articles of Incorporation for that Association with the Texas Secretary of State.

b. "Assessment Interest," sometimes referred to as the "Common Assessment" means the charge against each Owner of a Unit and his Unit, for his allocable portion of the Common Expenses, see attached **Exhibit C**.

c. "Board" or "Board of Directors" shall refer to the Board of Directors of the Association.

d. "Building" shall refer to any one of the buildings or cabins (see **Exhibit B.2**) identified on the map of the Project attached as **Exhibit B.1**, together with any buildings or Units that may be constructed after the execution of this Declaration according to the terms and conditions of this Declaration, including the definition of Units as set forth in paragraph 1.1 y below.

e. "Building Envelope," "Building Site" or "Building Pad" shall mean the area within which future Units may be constructed as shown on the Map. The portion of the Building Envelope that is not used for the construction of a Unit shall be part of the total Limited Common Element for that Unit. Until the foundation for a Condominium Unit is completed on a Building Envelope, the Building Envelope will be part of the Common Elements. Upon the completion of the foundation for a Condominium Unit within a Building Envelope, Declarant will execute and record in the Real Property Records of Kerr County, Texas, an amendment to this Declaration to define the exact location of the Condominium Unit and the Limited Common Elements associated with that Condominium Unit and to state the Assessment Interest (as defined above) for that Condominium Unit.

f. "Common Elements" or "Common Area" means and includes all of the land described in **Exhibit A**, and all of the improvements and appurtenances thereto, except for the Condominium Units. This is further defined in § 1.1 m below.

g. "Common Expenses" means all expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Condominium Units

and in particular for the administration and management, ownership, maintenance, operation, repair, replacement or improvement of and addition to the Common Elements (including unpaid special assessments and amounts assessed to maintain a reserve for replacement fund and to cover costs incurred by the Association to participate in any condemnation suit, as provided in Section 6.3).

h. "Condominium Unit" shall mean an individual Unit, as defined in Subsection "v" in this section, together with an undivided interest in the General Common Elements and the Limited Common Elements appurtenant to such Unit as illustrated and specified in **Exhibit B.2** and **Exhibit C**.

i. "Declarant" shall mean, Lazy Days, L.P., a Texas limited partnership.

j. "Declaration" shall mean this Condominium Declaration document.

k. "First Mortgage" shall mean the holder of a mortgage or deed of trust lien voluntarily granted on any Unit in the Project, which has a first priority over all other voluntary liens encumbering such Unit.

l. "Footprint" means the plan view of Units and the metes and bounds of the Limited Common Element related to them as shown in **Exhibit B.2**.

m. "General Common Element" means that part of the common elements described as follows:

(1) the land on which all buildings and other improvements are constructed and which is described in **Exhibit A**.

(2) the opens spaces, streets, driveways, service drives, service easements, recreational playscapes and swings, pavilion, swimming pools, and mechanical rooms, if any, other than those which are specifically designated as a Limited Common Element associated with a particular Condominium Unit;

(3) any parking spaces not reserved for use by Owners of specific Condominium Units as shown on the Map of Exhibit C of **Exhibit B.1**;

(4) the private drives as shown on the Map of Exhibit C of **Exhibit B.1**;

(5) all water wells and water lines for the Condominium Units and for the General Common Element.

- Units;
- (6) all septic systems and fields associated with any of the Condominium Units;
- (7) the Community Room which is the converted office located on Exhibit B, sheet 8 of Exhibit B.1 and
- (8) all other elements rationally of common use or necessary to the existence, maintenance and safety of the condominium regime established by this Declaration, and which are not specifically designated as a Limited Common Element or as appurtenant to or constituting a part of a particular Condominium Unit.
- (9) the fee simple title to all mineral or other subsurface properties, such as natural gas, oil or water, under the Condominium Units and the other common elements.
- n. "Limited Common Element" or "Total Limited Common Element" means and includes those parts of the Common Elements shown on the Footprints of Exhibit B.2, which are reserved for the exclusive use of an individual Owner of a Unit or less than all of the Owners of Units, which will include the following:
- (1) the Condominium Unit as defined in subparagraph 1.1 w below,
- (2) internal pipes, water lines, wastewater lines and ducts; electrical lines, television cable, computer access lines, telephonic and electronic wiring and conduits located entirely within a Unit or adjoining a Unit,
- (3) driveways, yards, fences, balconies, patio structures, enclosed courtyards, and sidewalks and driveways serving exclusively a single Unit as shown on the Map (Exhibit B); and
- (4) areas or parcels of land designated on the attached exhibits as a Total Limited Common Element with respect to a specific Condominium Unit,
- o. "Majority of Unit Owners" means those Owners which at the relevant time own over 50% of the votes entitled to be cast by all Owners of the Roddy Tree Ranch Homeowners Association.
- p. Management Company is the company selected by Roddy Tree Ranch Homeowners Association, Inc. to act as the manager of the Project subject to terms and conditions established by the Board of Directors of the Association.
- q. "Map" or "Plan" mean or include the survey of the land, locating thereon all of

the improvements, the floor plans and any other drawing or diagrammatic plan depicting part of, or all of, the improvements, as well as the location of the Building Envelopes for the construction of possible future Buildings and Units:

Exhibit B.1 includes three attached exhibits—Exhibit A (Land and Buildings); Exhibit B [Buildings nine (9) pages] and Exhibit C (Drives and Parking).

Exhibit B.2 contains the floor plans or footprints of the thirteen buildings or cabins or lodges and the Total Limited Common Elements associated with each building as well as the Building Envelopes that may have buildings built thereon.

r. "Occupant" means a person or collectively the persons in possession of a Unit at the relevant time, regardless of whether said person is a Unit Owner, tenant, or guest.

s. "Owner" means a persons, firm, corporation, partnership, association, trust or other legal entity of any combination thereof who is an owner of record with fee simple title to one or more Units in the Project.

t. "Percentage Interest" means the percentage interest assigned to each Condominium Unit for voting purposes; whereas "Assessment Interest" means the percentage interest assigned to each Condominium Unit for assessment obligations. The initial Assessment Interests for the initial thirteen (13) Units constructed as of the date of this Declaration are listed on **Exhibit C** attached hereto. The Assessment Interests for the possible Units that may be constructed in the Building Envelopes will be assigned by the Declarant when those Units are constructed, or construction has begun with the Percentage Interests calculated on the basis of several factors such as the size, location and number of bedrooms and bathrooms within such Units. As to the Percentage Interest in the General Common Elements of the Association for voting purposes, they shall be equal for all Units regardless of the Assessment Interest assigned to each Unit.

u. Phases I, II and III: "Phase I" of the Condominium sales includes the seven (7) Building Units numbered 2, 3, 8, 10 through 12 and 14 shown in **Exhibit B.2**, and "Phase II" of the Condominium sales includes Building Units 1, 4 through 6, 9 and 13 shown in **Exhibit B.2**; ; and Phase III of the Condominium sales includes Building Pads 16 through 27 shown in **Exhibit B.2**.

v. "Property," "Project" or "Premises" means and includes in the aggregate the

land, the Buildings, and all improvements and structures thereof and thereto, including, without limitation, the Common Elements and all rights, easements, and appurtenances belonging thereto.

w. The Rental Company is the rental pool company selected by Declarant and the Board of Directors of the Roddy Tree Ranch Homeowners Association, Inc. to act as exclusive renting agent for the Unit Owners upon the terms and conditions established by a standardized contract between the Renting Company and an individual owner of a Unit.

x. "Second Mortgagee" shall mean the holder of a mortgage or deed of trust lien voluntarily granted on any Unit in the Project, which has a second priority over all other voluntary liens encumbering such Unit other than a First Mortgagee.

y. "Unit" sometimes referred to as "Condominium Unit" or "Building" shall mean the following:

(1) One of the residential structures that consists of one or more rooms constituting a condominium Unit. The boundaries of each Unit shall be and are the exterior surfaces of the perimeter walls, window frames, doors and door frames, foundation slabs, columns, girders, beams, supports, main walls, roofs and attached porches or decks of each Unit. The portions of the Building on the boundaries of such enclosed space and the airspace within those boundaries are part of such Unit. The actual physical boundaries of said Unit shall be conclusively presumed to be its proper boundaries, regardless of settling, rising or lateral movement of the Unit and regardless of variances between boundaries shown on the Map and the actual boundaries of such Units.

(2) The individual ownership of each Unit shall include the interior construction, partitions, appliances, fixtures and improvements that serve exclusively such Unit space, such as interior room walls, floor coverings or finishes, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items of personal property exclusively serving such Unit, any of which may be removed, replaced, disposed of, or otherwise treated without affecting any other Unit or the ownership, use or enjoyment thereof. The individual ownership of such Unit shall further include the air conditioning compressor, together with all pipes, ducts, electrical wiring, conduits, and any other equipment connected thereto constructed on a pad or slab installed or constructed on the Project and included on the Map in Exhibit B.1 and the Footprints of the Phase I Units in Exhibit B.2 as a Limited Common Element with respect to such Unit for the purpose of supporting such air conditioning compressor, together with such pad or slab. Some of the land adjacent to each Unit is designated as a Limited Common Element for the exclusive use of the Owner of the Unit although it is still considered to be part of the Common Element as defined herein.

z. "Voting Right" means the voting and management rights of the Unit Owners will be exercised on the basis of one vote per Unit, except that the Declarant will have two (2) votes per Unit owned by Declarant until the expiration of three (3) years from the date of filing of this Declaration. No Condominium Unit to be built on a pad will be entitled to a vote until the foundation for the Unit has been completed or the Unit has been conveyed by Declarant to a third party Owner.

ARTICLE II. CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 Map. A copy of the Map is attached as **Exhibit B.1**. The Map contains:

- a. the location of the land and the Buildings and the other improvements constructed on the Property.
- b. the footprint, i.e., location, of the Units and Buildings that have been constructed, showing the exterior boundaries and numbers of the Units, and any other data necessary for their identification, which information is depicted by the numbers and current names of the various Units (see **Exhibit B.2**); and
- c. the location of any total Limited Common Elements and the identification of the Units to which the same relate. (See **Exhibit B.2**)
- d. the 12 Building Envelopes or sites (Sites 16-27) for the Units and Total Limited Common Elements that have not been constructed but may be added from time to time by amendment to this Declaration. Depending on the actual interior space of the Unit built on a Building Envelope, the Total Common Element for that Unit will vary between the minimum and maximum shown on **Exhibit C** based on a determination by the Declarant.

2.2 Designation of Units. The Project consists of thirteen (13) separately designated Units that have been built. Each Unit is identified by a number and name on the Map (**Exhibits B.1 and B.2**), as well in the Table of **Exhibit C**. The portion of the Project referred to as the Common Elements shall be owned in common by the Owners, subject to the rights of the Owners to the exclusive use of the Total Limited Common Element designated for use by the Owner of a Unit. The Owners of each Unit shall own an equal undivided interest in all of said Common Elements.

2.3 Limited or Total Limited Common Elements. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being designated a Total Limited Common Element, and include the areas described in Section 1.1 m. Limited Common Elements are allocated and assigned to the respective Units, as indicated in **Exhibit B.2**. Limited Common Elements for the respective Units include the driveways, yards, fences, balconies, patio structures, courtyards, sidewalks, and other improvements serving exclusively a single Unit as shown on the Map of **Exhibit B.1** and the Footprints of Units depicted in **Exhibit B.2**. Such Limited Common Elements may be used in connection with the particular Unit to the exclusion of the use thereof by the other Owners, except by invitation.

2.4 Reservation of Development Rights .

(1) Declarant reserves the right to develop and construct additional Units as set forth herein with Total Limited Common Elements to service those Units within the Building Envelopes as shown on the Plat or Map (**Exhibit B.2**). Declarant's exclusive right to exercise such development right expires ten (10) years from the date of the recordation of this Declaration in the Official Public Records of Kerr County, Texas, unless Units have been built on at least half of such designated Envelopes in which case the exclusive right continues for a like period of ten (10) years.

(2) If Declarant desires to exercise such development right, Declarant shall execute and record in the Official Public Records of Kerr County, Texas, an amendment to this Declaration describing the additional Unit and specifically including a map or plat showing the exact location of the Unit and the Total Limited Common Elements servicing that Unit. Declarant may exercise the development rights in phases by adding an additional Unit or Units from time to time. Each Unit added shall be located in a Building Envelope and the portion of the Building Envelope that does not include the Unit shall be part of the Total Limited Common Element for that Unit, subject however to the adjustment of the Total Limited common Element as outlined in § 2.1d. Also, the amendment may identify additional Limited Common Elements for the additional Unit that may be used as parking areas for the exclusive use of the additional Unit or Units. The amendment to the Declaration also shall adjust the allocation of the Assessment Interests for the Units as shown on **Exhibit C** respecting the percentage of maintenance assessments each unit must bear.

(3) In developing and constructing additional units as set forth herein, Declarants may sell an option to build a Unit on a Building Envelope and then construct a cabin (built to suit) for the purchaser of the option upon his exercise of the option. However, the plans for the build to suit must be approved by the Architectural Control Committee following the guidelines of **Exhibit G** or any amendments thereto before construction can begin.

(4) Declarant also reserves the right to remodel the Units of Phase II as long as any additions are within the Total Limited Common Element associated with those six (6) units. With respect to this right to remodel these units there is no time limitation.

(5) If Declarant exercises such remodel right as set out in 2.4(4), Declarant shall execute and record in the Official Public Records of Kerr county, Texas, an amendment to this Declaration describing the addition and specifically including a map or plat showing the exact footprint of the remodeled Unit. The amendment to the Declaration also shall to the extent necessary but in all events the Assessment Interest will not be reduced.

2.5 Regulation of Common Areas . Rules governing the use of common areas by Owners and by their guests and invitees shall be promulgated by the Board of Directors of the Association. All Owners shall be furnished with a copy of the rules at the direction of the Board. Each Owner shall be required to comply strictly with the rules and regulations and shall be responsible to the Association for compliance therewith by the members of their respective families, relatives, guests, invitees, tenants and contractors, both minor and adult.

2.6 Inseparable Units . Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased, or encumbered separately, and shall at all times remain indivisible.

2.7 Descriptions . Every deed, lease, mortgage, trust deed, or other instrument may legally describe a Unit by its identifying Building letter and Unit number and name, as shown on the Map, followed by the words "Roddy Tree Ranch Condominiums" and a reference to this recorded Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect the undivided interest in the Total Limited Common Element appurtenant to each such Unit.

2.8 Encroachments . If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

2.9 Taxes . The Association shall give written notice to the Kerr County Appraisal District of the establishment of the Condominium Regime with respect to the Project, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation to the Owner of such Unit.

2.10 Use and Occupancy Restrictions .

a. Residential purposes. No part of the Project may be used for purposes other than housing and the related common purposes for which the Project was designed. Each Unit shall be used for residential purposes or such other uses as specifically permitted by this Declaration, and for no other purposes. The foregoing restrictions as to use for residential purposes shall not, however, be construed in such manner as to prohibit a Unit Owner from:

- (1) maintaining his personal or professional library;
- (2) keeping his personal business or professional records or accounts;
- (3) handling his personal business or professional telephone calls or correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions; or
- (4) renting or leasing his Unit in strict compliance with the Declaration, Bylaws and Rules (Community Policies).

b. Common Elements and Limited Common Elements. The Common Elements are intended to provide privacy and recreational use for the Owners and occupants of Units and to allow some limited landscaping for each Unit. No part of the Common Elements shall be obstructed or damaged so as to interfere with its intended use or for its maintenance and operations; nor shall anything be done on the Common Elements in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. The Total Limited Common Element shall be for the exclusive use of the Unit that they serve.

c. Use Restrictions. Without limiting the generality of the restrictions of this section, use of the Project by the Unit Owners or their approved lessees shall be subject to the following restrictions:

(1) Nuisances and safety. No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior loudspeakers or flashing lights shall be allowed, except that outdoor light decorations are allowed during the holiday season (Thanksgiving through New Years Day). No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company. Except for barbecue grill fires, no exterior fires are permitted.

Barbecue grills may not be operated within five feet (5') of any Building. Discharging of firearms or fireworks are prohibited, except that fireworks will be allowed on July 4 and New Year's Eve of each year in a portion of the General Common Area designated by the Association and supervised by a person approved by the Association's Board of Directors. Coal, oil and gas for heating, air conditioning, or cooking may not be used in the Project except in Storybook Unit 13 which uses propane for cooking purposes. Fires in fireplaces are permitted.

(2) Clothes drying. Exterior clothes drying is prohibited.

(3) Noise. Owners and Occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their Unit and Limited Common Elements. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at sound levels objected to by any Unit Owner, tenant or management representative.

(4) Animals. No animals are allowed on the Property except that Owners (but not their Occupants) may have not more than one dog and/or one cat on the Project at any one time. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animals will be allowed on the Property other than in the Unit and Limited Common Element of its Owner unless confined to a leash. No animal may be boarded whether or not for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Animals which are permitted shall be kept on a leash or within an enclosed area which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals and shall be screened so as not to be visible from any other portion of the Property. Leashes may not be tied to objects visible from the street and must be held by a person who can control the animal at all times. Animals must have all inoculations that are required and they must be kept up to date. The Owner of a Unit where an animal is housed has the responsibility to immediately clean up after such animal has defecated in areas outside of the Owner's Unit and Limited Common Elements. If an animal or Unit Owner is in violation of these restrictions, the Board may remove the animal from the Property and place the animal with the local humane society. If such violations re-occur, the Declarant or Board may cancel the right of the Unit Owner to have such a pet on any part of the Project or the Limited Common Element associated with the Unit.

(5) Liability for animals. The Unit Owner and the pet owner are both jointly liable to all other Owners and their respective families, guests, tenants and invitees for injury and all damage caused by any animals brought or kept on the Property by an Owner or members of his family, his tenants or his guests -- with or without permission of the Board. Owners agree, for themselves, and their respective families, guests, tenants and invitees, that

neither the Board members nor the Association shall have any liability for any injury or damage caused by any animal brought or kept upon the Property, with or without the permission of the Board, by an Owner or members of his family, his tenants or his guests.

(6) Signs. "For sale" or "for rent" signs and all other signs are absolutely prohibited and may not be exhibited anywhere in the Project, including from the interiors of the units. Board members and management company representatives may enter, without prior notice, and remove and destroy such signs.

(7) Window coverings. All exterior windows shall be covered by white, ivory or tan blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars that are visible from the outside are prohibited.

(8) Storage. No property may be stored temporarily or permanently on sidewalks, balconies, walkways, stair landings, parking areas or other common areas and be visible from outside the Unit and its Limited Common Elements. Although the Board may authorize a single annual garage sale for all Unit Owners if it elects to do so, garage sales and estate sales are not allowed. Nothing may be stored in Common Areas except in buildings or screened areas approved and established by the Board.

(9) Vehicle repair. Except in an emergency when a vehicle is inoperable, no vehicle may be serviced or repaired on the Property. Otherwise, vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and must be removed from the Property at the owner's expense.

(10) Parking.

(a) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited. Owners or occupants must park vehicles in their respective carports or on appropriate designated parking areas.

(b) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the Property

(c) Owners and Occupants may not park more than two (2)

vehicles per Unit, on a permanent or regular basis. No boats or jet skis may be parked on the Property at any time nor may they be launched from the Association's property.

(d) Bicycles may not be parked on balconies or on patios in a manner that is visible outside the Unit and Limited Common Elements. Bicycles must be stored inside the Unit or parked in a bicycle rack on the Limited Common Element for each Unit unless the Board of the Association provides otherwise.

(11) Anti-theft alarms. Owners and Occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

(12) Towing illegally parked vehicles. Vehicles parked in violation of Association rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with statutory requirements. A Unit owner is liable for all costs of towing illegally parked vehicles of the Unit owner, his family, guests or tenants.

(13) Trash. Garbage or trash shall not be stored or thrown outside the disposal areas provided for such purposes; however, the Association will provide dumpsters for trash disposal by Unit Owners which must be used.

(14) Pest control. The Association shall have responsibility for handling pest control inside Units or Limited Common Elements as well as for the General Common Elements. The Association shall have the right to enter an Owner's Unit or Limited Common Elements, to correct any problem inside any such Unit or Limited Common Element. The cost of the pest control will be part of the Association's maintenance expenses unless some unusual costs are involved, in which case the Board may assess the Unit Owner directly.

(15) Lighting. All exterior lighting on the Project will be shielded and oriented up or down so that the cone of light is vertical, or a shielded or frosted glass lighting type. No additional exterior lighting may be installed without approval of 65% of the Association membership.

(16) Antennas. No exposed exterior television or radio antennas may be installed anywhere on the property. Cable installations are permitted, but satellite dishes are permitted only if they are no more than two feet (2') in diameter and will be positioned to reduce

their visibility in the Project.

(17) No alterations. Owners or other persons shall not make any alteration, modification or improvement to the exteriors of any Units or any Common Elements without the written consent of the Architectural Control Committee of the Association, including but not limited to building exteriors, fences, trees or other vegetation, exterior lighting, awnings or patio covers.

(18) No drilling. No drilling, digging, quarrying, or mining operation of any sort shall be permitted on the Project.

(19) Care during construction.

(a) An Owner who desires to have a Unit or other structure worked on, repaired, constructed or remodeled shall disclose the project to the Board so the project can be approved and scheduled to avoid problems with the use of the Common elements by other Unit Owners. Such construction must be done or at least supervised by the company or individual selected by the Board. The Owner shall take reasonable and necessary precautions to prevent damage to the Common Area (including any streets) and other Units caused by the construction, any workmen, suppliers, or service companies working on or delivering materials to or removing materials from the work site on the Owner's Unit or Limited Common Elements.

(b) Such Owner shall be liable to the Association for any damages to the Common Area and for costs of cleaning up or replacing property in the Common Area destroyed or damaged by such construction companies, workmen, suppliers, or service companies.

(c) Such Owner shall also be liable to any other Unit Owners for any damage to another Owner's Unit and for any costs of cleaning up or replacing property which may be destroyed or damaged by such construction companies, workmen, suppliers, or service companies and the Association shall have the right to repair such damage at the Owner's expense, in which event the cost of repair shall be reimbursed to the Association by the Unit Owner who caused the damage or whose workmen, suppliers, or service company caused the damage.

(20) New Construction. All new construction on Building Envelopes shall be based on a contract between Declarant or its designattee and the purchaser of the Unit in accordance with the requirements and restrictions set forth in this Declaration.

(21) No temporary structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings is permitted on the Project, temporarily or

permanently, except with the prior written consent of the Board. However, temporary structures may be used in connection with the construction repair or building of any building or other Common Elements' facility but they must be approved in advance by the Board.

(22) Criminal activity. While on the condominium Project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers, or other Common Elements equipment is allowed.

(23) Persons who may use common areas. Common areas may only be used by Unit Owners, their family and guests or tenants pursuant to a separate leasing agreement. The number of individuals for each Unit that may use the common facilities may be regulated by the Board to assure that the facilities are not overburdened by family members or guests.

(24) Leasing. Except as provided in Subsection (25) below, leasing of units is allowed only if:

(a) the lease is for not less than six (6) months.

(b) all leases are in writing and are subject to the provisions of the Declaration, By-Laws and Community Policies,

(c) the lessee is approved by the Board, provided that approval is not unreasonably withheld.

(d) a copy of the then-current Community Policies are provided by the Owner to the Owner's lessee at the beginning of the lease term and the lessee agrees in writing to comply with the Community Policies,

(e) the Unit is not leased for hotel or transient purposes or for less than six months except as provided below in subsection (25), and

(f) the Owner and lessee comply with all applicable community policies. See Section 4.4(i) and Exhibit G.

(g) During the time a Unit is leased, only the lessee shall have the right to use the Project's amenities and the rights of the Unit Owner to use the Project's amenities are suspended for the term of the lease.

(h) During the times of occupancy by a Lessee, at his request the Renting Agent will arrange to have the Unit cleaned at the cost then being charged to clean units

in the Rental Pool. In addition, the Renting agent will supply fresh linens upon request at the rate then being charged for such service if the leased Unit was being occupied by the Owner of the Unit.

(25) Rental Pool. A Unit Owner may rent a Unit to a tenant for a term of less than six (6) months only if the Unit Owner enters into a Rental Agreement with the Rental Company, formed by the Declarant or its designatee, to place the Unit in the Rental Pool. The Unit will be available for rental in accordance with the prevailing practice of the Rental Pool as set forth in a Standard Rental Pool Agreement adopted by the Rental Company.

(26) Community policies. All persons shall comply with the Association's Community Policies as amended from time to time as provided in Section 4.4(i).

(27) Water use. Since water for the condominium units of the Association is obtained from wells, any one of which serves more than one condominium unit, it is essential that each Unit Owner as well as the Association be ever mindful of excessive use of water. It is for this reason, that plantings in the Limited Common Elements associated with each unit should be indigenous to the Hill Country and require a minimum amount of water for their maintenance. Xeroscape requires drought resistant landscaping. In times of excessive drought or difficulty with the supply of water, the Board shall have complete authority to determine how and when to regulate the use of water by both the Association and the Unit owners.

(28) Septic Systems. Since all of the Roddy Tree Ranch cabins are on one or more septic systems, it is important that Unit Owners as well as guests and renters follow practices that will keep the septic systems operating properly so as to minimize repairs and emergency maintenance. Though the maintenance of the project's various septic systems is handled by the Association, each Unit Owner can help keep the systems operating well and at the same time keep costs of repairs down if they will follow the guidelines in the 1995 Pipeline Management article placed in each Unit.

(29) Limit on use of General Common Areas or Elements by owners, tenants or any invitees. Since it cannot be determined in advance whether the Common Elements of the Project will be overtaxed by use not only by the Unit Owners and their immediate family but by their invited guests, the Board is given authority to set up some form of limitation and regulations if it is demonstrated at some time in the future that the Association should from time to time place limitations on use based, to some reasonable extent, on the size of the various Units. While the Board is given this authority by the Declaration and the By-laws of the Association, no such limitations or restrictions shall be promulgated without the call for a special meeting of the Unit Owners to help the Board formulate a reasonable policy that is sensitive to the needs of the Association as well as the Unit Owners.

ARTICLE III. RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 Ownership . A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

3.2 Partition . The Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided in Section 6.2, "Judicial Partition." Nothing in this Declaration shall be construed as limiting the right of partition of a Unit between Owners thereof, but such partition shall not affect any other Unit.

3.3 Exclusiveness of Ownership . Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended and without hindering or encroaching upon the lawful rights of the other Owners, subject to the rules and regulations adopted from time to time by the Board for the purpose of facilitating such common use and enjoyment by all Owners. The use of the Limited Common Elements is reserved exclusively for the Owner and Occupants of the Unit that benefits from the Limited Common Elements.

3.4 Residential Dwelling . Each Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, tenants or lessees.

3.5 Mechanic's and Materialman's Liens . Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the interest in the Common Elements owned by the other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Units of the other Owners or against their interest in the Common Elements for construction performed or for labor, materials, services or other products incorporated in such Owner's Unit.

3.6 Right of Entry . With prior notice given in advance whenever possible, the Association shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units. The Unit Owner must provide the Association through its Management Company with a key to his Unit so that entrance is available when reasonably necessary.

3.7 Owner Maintenance .

a. An Owner shall maintain and keep in repair the interior and exterior of his Unit, including all components thereof, including the roof, exterior walls, doors, windows and foundation slab. All fixtures and equipment, including, without limitation, the heating and air conditioning system and water heater, installed within the Unit, shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, an Owner shall maintain and keep in good repair (and replace, if so required) the security system, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for his Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Limited Common Elements such as an air conditioning compressor, together with all pipes, wiring, ducts, and other equipment appurtenant thereto. However, the Condominium Association will be responsible for all maintenance of the water and septic systems outside the Units regardless of which Units are served.

b. An Owner shall be obligated to repair and replace promptly any broken or cracked windows, doors, or glass forming a boundary of such Unit, subject to the Association's right to control the exterior finish and color of the doors. Pipe leaks which are due to breaks, faulty connections, freeze damage, overflows, nails or protrusions into pipes or appliances which exclusively serve the Owner's Unit and which are the maintenance responsibility of the Owner shall be repaired by the Owner. Such Owner shall be responsible for any damages and cost of repairs to other Units or Common Areas due to such leaks only if such Owner or Owner's family, guests, tenants, agents or contractors are negligent or otherwise at fault in causing the leak. Notwithstanding anything to the contrary contained in this section, an Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall never alter in any manner whatsoever, the exterior appearance of his Unit.

3.8 Board Approval for Construction, Alteration or Modification .

a. No Owner shall alter, modify, add to, or otherwise perform any work whatever on the exterior of his/her Unit without the prior written approval of the plans thereof by the Board of Directors, or if it has been created, the Architectural Control Committee which reports to the Board of Directors. No Owner shall construct, alter, modify, add to, or otherwise perform any work whatever upon any of the Total Limited Common Elements, without the prior written approval of the plans therefor by the Architectural Control Committee or the Board of Directors.

b. Any proposed construction, alteration, or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color, location, and any other information requested by the Board for all proposed work. The Board shall have the obligation to answer in writing within

thirty (30) days after receipt of notice of the proposed construction, alteration, or modification. Failure to so answer in writing within the stipulated time shall be deemed approval of the proposed construction, alteration or modification.

c. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Units, Buildings or Common Elements or impair any easement or appurtenance thereto.

3.9 Liability for Negligent Acts . If the need for maintenance or repair to any portion of the Project is caused through the willful or negligent act of an Owner, his family, guests, tenants or invitees and is not covered or paid for by insurance either on such Owner's Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of a special assessment to which such Unit is subject, pursuant to Article V.

3.10 Subject to Declaration and Bylaws . Each Owner and the Association shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the decisions, Community Policies and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper cause, by an aggrieved Owner against another Owner or against the Association.

ARTICLE IV. MANAGEMENT AND ADMINISTRATION

4.1 Authorities to Manage; Association Duty to Maintain . Except as otherwise provided in the Declaration, the affairs of the Project shall be managed and administered by the Association. The Association shall have all rights, powers and duties of, and shall constitute and be, the "Association," as that term is used in the Texas Uniform Condominium Act. The Association shall have the right, power, and obligation to provide for the maintenance, repair, replacement and administration of the Project, to the degree and in the manner as provided in this Declaration, the Bylaws, and the rules and regulations of the Association. However, the Association shall not be responsible for owner maintenance obligations outlined in Section 3.7. The business and affairs of the Association shall be managed by the Board, and the Association may enter into a management agreement upon the terms and conditions approved by the Board and consistent with this Declaration.

4.2 Board of Directors .

a. Composition of Board. The Board shall consist of three to seven persons who

are members of the Association, spouses of members, or in the event that a Unit is owned by a corporation or other business entity, an officer, director, shareholder, partner or employee of such entity who has been designated by such entity in writing to the Board. The election of Directors and determination of the number of directors shall be conducted at each annual meeting of members.

b. Voting for Board Members. Each member shall be entitled to cast his total number of votes, as calculated in the manner provided in Section 4.5(b) of this Declaration. No member shall cast for any one candidate more than the number of votes that member has. The candidates receiving the highest number of votes shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors

c. Quorum. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board.

d. Meeting Schedule. A meeting of the Board shall be held each year promptly after the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board shall determine.

e. Length of Term.

(1) The members of the Board shall each serve for a term of three (3) years commencing at the time of their election, or until their death, resignation, removal, or until they are no longer members of the Association, whichever is earlier.

(2) Commencing on the third anniversary date of the filing of the Declaration, one-third (1/3) to one-half (1/2) of the directors shall be elected every other year for a term of two or three years as determined by the Voting Members of the Association at their first annual meeting following the establishment of the Association.

(3) Any member of the Board may be removed from the Board, with or without cause, by the affirmative vote of sixty-five (65) percent of the members present in person or by proxy at a meeting of the Members (with a quorum present) called to consider such action or at an annual meeting of the Members where such action is on the agenda for such annual meeting.

4.3 Articles of Incorporation and Bylaws . The administration of the Condominium Project shall be governed by this Declaration, the Articles of Incorporation of the Association,

and the Bylaws of the Association, and the resolutions, rules, Community Policies and regulations adopted by the Board. The initial Articles of Incorporation of the Association and initial Bylaws of the Association are contained in **Exhibit D** and **Exhibit E**, respectively. Each of the foregoing documents may be amended or changed only in accordance with the amendment procedures contained in the respective documents. An Owner of a Unit, upon becoming an Owner, shall be a member of the Association and shall remain a member for the period of his ownership.

4.4 Administration and Enforcement of Declaration, Bylaws and Rules . The Association or any Owner may utilize any of the rights and remedies set forth below, for the enforcement of all restrictions, conditions, covenants, reservations, liens, bylaws, rules, charges and liabilities imposed by the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or Rules. Failure of the Association or any Owner to enforce shall not be deemed a waiver of the right to do so thereafter.

a. Rule and regulation authority. As noted, the Board may adopt rules and regulations (which are referred to as "Community Policies" or "Rules") for governing the use and maintenance of the property and obtaining compliance by Owners and their families, guests and tenants with the Declaration and with Association Bylaws, Rules and Regulations, uses of Units, Common Areas, construction, repairs, parking, unsightly objects, occupancy limits relationships between Owners, tenants and/or the Association, enforcement, and other subjects reasonably affecting the Project. The Rules must be consistent with this Declaration and the project's By Laws, and any conflict shall be resolved, first in favor of this Declaration and second in favor of the By-Laws. The Rules (Community Policies) as of the time of adoption of this Declaration are the use and occupancy restrictions listed in Section 2.10 a. through c. [(1) through (29)] above.

b. Late charges and interest. The Board may adopt late charges and interest, from time to time, for late payment by the Owners of monies owed to the Association.

c. Returned check charges. The Board may assess returned check charges against an Owner, as set by the Board from time to time, for each returned check, plus late charges, until acceptable payment is received.

d. Non-assessment items first. All monies received from an Owner may be applied first to non-assessment obligations of the Owner, such as fines, late charges, interest, returned check charges, user fees, damages, etc., regardless of notations on checks and transmittal letters.

e. Suspension of voting rights and use rights. The right to vote and the right to

use common facilities of any Owner who is more than thirty (30) days delinquent on any sum owed to the Association shall be automatically suspended without notice. Such suspension rights shall extend to general or special membership meetings, mail ballots, committee meetings, board meetings and all other meetings.

f. Fines. The Board or the Association's Manager may assess reasonable fines against an Owner for violations by the Owner or his family, guests, agents or tenants of standards of conduct contained in the Declaration and the Association rules. Fines may also be assessed for violation of suspended common facility use rights. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. Written notice of the alleged infraction and the amount of fine must be sent to the Owner no later than thirty (30) days from the alleged infraction for the Association to be entitled to collect the fine.

g. Remedies against lessees. The Board shall have authority to evict lessees of Owners, after reasonable notice, for substantial or repeated violations of Association Community Policies. The Board shall have authority to enforce all Community Policies against the Owner's lessees and tenants as well as the Owner, including collection of fines for violations of the Declaration or Bylaws by the lessees.

h. Lessees or tenants may pay. If an Owner is delinquent in the payment of any sum due the Association for a period of thirty (30) days or more, any lessee or tenant of the Owner occupying the Unit may pay any sums due to the Association by the Owner in order to avoid suspension of common area use rights; and the lessee or tenant may deduct same from any part of rent due to the Owner. The Association may enter into indemnity agreements to protect lessees who pay money to the Association under authority of this section.

i. Leasing.

(1) The Board may adopt reasonable requirements for leasing a Unit, in addition to those contained in Section 2.10(24). For example, the Board may (a) require that tenants' names, work phones, home phones and emergency contact persons be registered with the Board or the Association's management company, or (b) recommend or require that a particular lease form be used, provided that Owners may reasonably modify or amend such lease form.

(2) The Rental Company does not act for the Association in leasing or renting, individual Units, although the Rental Company may be operated by the Management Company. In either case, the Rental Company in leasing or renting units for their owners will cooperate to see that the Rules of the Association and Community Policies are consistently carried out. Additionally, in such case the Unit Owner shall inform the lessee or tenant that in leasing or

renting the Owner's Unit, the Rental Company is not acting on behalf of the Association but on behalf of the Unit Owner.

j. Interest. All sums due the Association by Owners shall bear interest from due date at the highest lawful rate allowed in the State of Texas.

k. Fees for special services. Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

l. Parking limitations. Vehicle owners shall reimburse the Association for any costs incurred in towing vehicles illegally parked provided notice required in applicable statutes is complied with in accordance with applicable statutes regarding illegal parking. Owners shall be responsible for parking violations of their tenants.

m. Pets. Limitation of kind of pets allowed in a Unit shall be set from time to time by the Board and shall uniformly apply to all Owners, their family, guests and tenants. Any rules regarding pets shall not be in conflict with Section 2.10(c)(4) and (5).

n. Publication of delinquencies. The Board may disclose and publish to Association members and mortgagees the financial condition of the Association, including a list of names of any delinquent Owners and amounts of any delinquencies. The Board may notify mortgage lenders and tenants of delinquent monies owed by such Owners to the Association. Mortgage lenders may notify the Board of any delinquencies in the payment of mortgages and will be encouraged to do so.

o. Name and address of new Owners. An Owner may not sell or convey his Unit without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer his Unit without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter until such monies are paid in full. If an Owner sells or transfers ownership of his Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner. The new Owner shall also be liable for all monies becoming due from the date of such new Owner's acquisition of title as well as for any assessments as yet unpaid by the seller of such unit. The selling or transferring Owner shall have a right of indemnity against the new Owner for recovery of any sums paid by the selling or transferring Owner under this section.

p. Change of address. Owners shall keep the Association timely informed of

their current addresses, e-mail addresses, telephone and fax numbers and any change in such information.

q. Names and addresses of tenants. Owners shall cooperate to see that the Association of current names, addresses and telephone numbers of tenants or lessees of their respective Units.

r. Lien of the Association. The Association shall have a lien on an Owner's Unit, including any rentals and insurance proceeds relating to the Unit, to secure payment of all monies owed by the Owner to the Association. The lien and foreclosure of the lien is addressed further in Section 5.10.

s. Security devices on unit doors and windows. The Association may require all Unit Owners to comply with the Texas Property Code requirements for security devices on doors and windows to the same extent that the Code requires residential landlords to provide security devices, even if the Owner's Unit is not on the rental pool or under lease.

t. Venue and lawsuit authority. All obligations of owners, tenants and the Association arising under this Declaration, the Bylaws or Rules shall be performed in Kerr County, Texas, and venue for any lawsuits relating thereto shall be in Kerr County, Texas. The Association shall have the right to file and defend a suit (including injunctive relief) and recover on behalf of the Owners in any cause of action based on damages to the common facilities or Common Area or based on liabilities of Owners and their families, guests, agents, tenants or third parties accruing to Owners and/or the Association.

u. Attorney's fees. If delinquent accounts or other violations are turned over to the Association's attorney, the Owner shall be liable for all attorney's fees incurred by the Association in collecting monies, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration, Bylaws and Rules.

v. Association Entry. The Association shall have the right to enter an Owner's Unit for purposes of (1) inspection for utility leaks and frozen pipes, (2) prevention of water pipe freezing (by turning on heat or dripping faucets) and (3) protection of property rights and quiet enjoyment of other Owners. The Association shall require Owners to furnish the Association with entry keys to their Units for such purposes. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. Non-utility leaks for which the Owner is responsible under the Declaration, Bylaws or Rules may be repaired by the Association at the Owner's expense with prior notice delivered to the Unit if the Owner fails to promptly repair them. If the Unit is vacant and for sale or lease, the Unit Owner shall be certain that a key to the Unit is in the possession of the Association until it is sold or leased. In the event, for whatever

reason, a key to a Unit is not available to the Association at any time, a locksmith will be called to provide a key and entry to the Unit with the cost being charged to the Unit Owner.

w. Abandoned Unit. If an Owner abandons a Unit (neither the Owner nor anyone occupying the Unit with the Owner's permission is residing in the Unit) and if the Owner is more than sixty (60) days delinquent in payment of sums due the Association, the Association may enter the Unit and rent the Unit to third parties (subject to the right of any first or second lien holder) and apply all rents received to sums due the Association by the Owner and thereafter to the Owner's account and to any repairs to the Unit necessary for renting. Provided, however, such action may be taken only after ten (10) days' notice, sent via certified mail to the Owner's last known address and to the Owner's first lien mortgagee and second lien mortgagee, (if any), along with a copy of this section of the Declaration.

x. Notices to multiple Owners, tenants and mortgagees. Notice to or from one of multiple Owners, lessees or tenants of a Unit shall be deemed as notice to or from all Owners, lessees or tenants of that Unit. If an Owner is more than sixty (60) days delinquent, the Association may send to the Owner's tenant or lessee a copy of any Association notices or communications with the Owner.

y. Assignment of revenues. The Association shall have the power to convey a security interest in its revenues to a lender for purposes of obtaining loans necessary for the operation and/or improvement of the Project. No such security interest may be given without being approved by a vote of sixty-five (65) percent of all of the Association members voting in person or by proxy at an Association meeting called for that purpose.

z. Other powers. The Association shall have all other powers necessary and proper for the government and operation of the Association, including but not limited to those powers contained in the Texas Uniform Condominium Act.

4.5 Memberships and Voting .

a. Membership.

(1) The Association shall have only one class of members. Each Owner of a Unit shall be member of the Association.

(2) Membership in the Association shall be appurtenant to the legal, fee title to the Condominium Units of the Project, and upon the transfer of title to a Condominium Unit of the Project, the membership appurtenant thereto shall be deemed to be transferred to the grantee of such Condominium Unit, upon recordation of the deed or other conveyance thereof in the Real Property Records of Kerr County, Texas.

b. Voting.

(1) Ownership of each Condominium Unit in the Project by a member entitles the Owner or Owners (collectively) thereof to the one vote assigned to that Unit. Declarant shall be entitled to two votes for each Unit owned by Declarant until the expiration of three (3) years from the date of this Declaration.

(2) If a Condominium Unit is owned by more than one person, the Owners who own fractional interests in such Condominium Unit aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member who shall be entitled to exercise the vote assigned to that Condominium Unit at any meeting of the members of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors or upon the death or judicially declared incompetence of any one of the Owners of such Condominium Unit. No Unit Owners may split their votes based on any fractional ownership they may have in a Unit.

(3) No owner of a Unit within a Building Envelope will be entitled to vote until the foundation of the Unit under construction has been completed.

4.6 Insurance.

a. Fire and extended coverage.

(1) The Association shall obtain and maintain at all times insurance of the type and kind required by this Declaration, including such other risks, of a similar or dissimilar nature, as are or shall customarily be covered with respect to condominium projects, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association, the Owners and all mortgagees of Units (of whose lien interest the Association receives written notice) as the insureds. In addition, each policy or policies shall identify the interest of each Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee or Second Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of all of the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable.

(2) By resolution of the Board to which at least three-fourths (3/4ths) of the Directors thereof concur, the Association may obtain and maintain insurance covering the Units. Each Owner irrevocably designates the Association, as attorney-in-fact, to administer and

distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee or Second Mortgagee. The Board of Directors shall, upon request of any First Mortgagee or Second Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

(3) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured Owners not guilty of any act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(4) The Association, in order to preserve the integrity of the Project, shall be deemed to have an "insurable interest" in each Unit and the property contained within the unfinished interior surface of the perimeter walls, floors and ceiling of each Unit, and may insure such property and improvements within the interior unfinished perimeter walls, floors and ceiling of each Unit. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association and their respective servants, agents or guests.

(5) Each Unit Owner shall be obligated to rebuild his Unit and any structure within its Limited Common Elements that is destroyed by casualty. The portion of the insurance proceeds from the master policy maintained by the Association that are allocated to such Unit will be made available to the Owner of that Unit to pay for the costs to reconstruct the Unit and the improvements within the Limited Common Elements associated with that Unit. Any excess reconstruction costs that are not covered by the insurance policy shall be paid by the Owner of the Unit, subject to the right of that Unit Owner to recover any such excess amount from any party that caused the damage to the Unit or Limited Common Elements.

b. Liability Insurance. The Association shall maintain a policy of comprehensive public liability insurance and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any Owner or Occupant, family member, agent, employee, or invitee of an Owner or Occupant, occurring in, or about the Common Elements, including, but not limited to walkways, terraces, passageways, driveways, roadways, stairs or property adjoining the Project, which public liability and property damage insurance shall afford protection to such limits and extent as the Association deems desirable;

provided that the policy limit shall not be less than an amount approved at the Association annual membership meeting covering all claims for personal injury and/or property damage arising out of a single occurrence. In no event shall the liability policy amount be less than \$1,000,000 and it may be \$3,000,000 if the Board deems it desirable.. Such liability and property damage insurance policy shall also contain a cross-liability endorsement wherein the rights of a named insured under the policy or policies shall not prejudice his, her or their action or actions against another named insured. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and Second Mortgagee, to the extent allowed by law. This liability coverage does not insure the individual Unit Owner for liability or damages arising out of the use of his individual Unit as distinguished from the Common Elements of the Project.

c. Fidelity bond. The Association may at its discretion maintain or cause to be maintained an adequate blanket fidelity bond covering all persons handling or responsible for funds of or administered by the Association and that such bond shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

d. Condominium Unit Owners Insurance. The insurance required in 4.6(a) does not insure the personal property, clothing and furniture and furnishings of the Unit Owner, and each such Unit Owner may, at the Owner's option and expense, obtain such other insurance as the Owner deems necessary to insure such personal property. In addition, the insurance required in 4.6(a) does not insure the Units or any fixtures, installations or additions composing a part of the Buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units or installed by or at the expense of the Owners, and which are not installed in accordance with the original plans and specifications for the Project. An Owner of a Unit may obtain at his own cost and expense such additional insurance as may be necessary to insure his Unit and the fixtures and improvements therein.

4.7 Accounting and Audit. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Project or the Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners at convenient hours on working days and the Board shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor selected by the Board unless directed otherwise by the Association at the annual membership meeting. The fiscal year of the Association shall be the calendar year unless another period is established by resolution of the Board.

4.8 Architectural Control Committee .

a. Until July 1, 2003, the Board shall serve as the Architectural Control Committee for the Association, approving or disapproving construction, alteration and modifications pursuant to Section 3.8. After July 1, 2003, the Board may establish a separate Architectural Control Committee to recommend policies to the Board or it can continue to act as the Architectural Control Committee at its pleasure.. If an Architectural Control Committee is created, any decision of the Architectural Control Committee may be vacated or modified by unanimous approval of the Board of Directors or a majority of the Unit Owners at a properly called meeting of the Association.

b. The Architectural Control Committee and the Board to which it reports shall apply the standards set forth in **Exhibit H** attached hereto. The standards may be changed or modified by the vote of eighty percent (80%) of the Unit Owners.

4.9 Security Policies .

a. The Association does not promise, warrant or guarantee the safety of Owners, occupants, family members, tenants, guests, or their agents or contractors or their personal property against the criminal actions of others. Each Owner and other person in the Project has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Owners and tenants should contact an insurance agent to arrange appropriate fire and theft insurance on their personal property.

b. No security system, patrol, access gate, or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tempering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Owners and all other persons in the Project should not rely on such systems and should always protect themselves and their property as if no security systems exist. Owners and all other persons in the Project should make no other assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

c. If security systems, security devices, access gates, or walk-through/drive-through services are utilized in the Project, no representation is made by the Association that such systems, devices or services will prevent injury, theft or vandalism. Any companies or individuals walking or driving the community on behalf of owners have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. The Association does not promise, warranty or guarantee that any such systems, devices or services do in fact discourage or prevent breaches of security, intrusions, thefts or incidents of violent

crime. The Association reserves the right to reduce, modify or eliminate any security system, security devices, or services (other than any that are statutorily required) at any time; and such action shall not be a breach of any obligation or warranty on the part of the Association. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.

d. If controlled access gates or intrusion alarms are provided, Owners will be furnished written operating instructions. It is the responsibility of Owners and their tenants to read them and bring any questions to the attention of the Association or its management company. Further, it is the responsibility of Owners and their tenants to promptly notify the Association in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms, and other security related devices in the common area. Each Owner and tenant must report to the Association any crime that he or she is aware of and that occurs in the Owner's Unit or in common areas near the Owner's Unit. If an Owner's Unit is equipped with an intrusion alarm, the Owner is responsible for all fines and other charges resulting from or attributable to the alarm, including false-alarm charges -- even if caused by the Owner's tenant, family members, guests or contractors. The Association has the right to enter a Unit for purposes of cutting off a security system in which the intrusion alarm is disturbing other Owners or their tenants.

e. Protecting Owners, their families, occupants, guests and invitees from crime is the sole responsibility of the respective Owners, occupants, and law enforcement agencies. Owners, tenants and other occupants should call the police or 911 first if a crime occurs or is suspected. Owners, tenants and other occupants should promptly report to the Association or the Association's management company in writing any common area locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm and other security-related devices that they believe are in need of repair or improvement.

f. The Association provides only two ingress and egress gates. The principal gate is entered from Highway 39 and the second one, which is only for emergency purposes, opens to Looker Drive in the Hills & Dales Subdivision. The Management Company representative will open the emergency gate when appropriate.

g. The Association expressly disclaims any duties to provide security services.

ARTICLE V. MAINTENANCE ASSESSMENTS

5.1 Assessments for Common Expenses . All Owners shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses. Common Assessments for the estimated Common Expense shall be due monthly in advance on or before the first day of each calendar month. By resolution of the Board, the frequency of

collection of Common Assessments may be altered to a quarterly frequency. If an Owner fails to pay the Common Assessment applicable to his Condominium Unit by the fifth (5th) day after such assessment is due, the Board shall have the right to impose and assess a late charge in such amount (not to exceed any applicable usury limit) as may be established by the Board from time to time. The Common Assessments shall be paid regardless of whether leasing or rental income is being paid to a Unit Owner by the Rental Company.

5.2 Purpose of Assessments . The Common Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the Owners of the Units, and in particular for the improvement, maintenance, operation, administration and preservation of the Project.

5.3 Determination of Assessments . The assessments to be paid by all of the Owners shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expense that will be taken into account in making this determination include, among other items, insurance premiums, taxes, governmental assessments, management costs and fees, expenses and liabilities incurred by the Association or Managing Agent under or by reason of this Declaration, expenses incurred in the operation and maintenance of administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. Owners that have exclusive use of Limited Common Elements shall not be subject to any special charges or assessments for the repair or maintenance thereof subject to the provisions of Section 3.7. The omission or failure of the Board to fix the assessment for any calendar quarter shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments.

5.4 Utilities . Each Owner shall pay for his own utilities which are separately metered and billed to each Unit Owner by the respective utility companies. Utility expenses which are not separately metered and billed shall be part of the Common Expenses and each Unit Owner shall pay his pro-rata share thereof as in the case of other Common Expenses. Utility expenses for Common Elements (such as septic systems and water systems) that service a limited number of Units will be maintained as part of the common assessment as hereinabove provided.

5.5 Owner Obligations for Assessments and Mid-year Alterations of Assessments .

a. All Owners shall be personally obligated to pay the Common Assessments imposed with respect to his Unit by the Association to meet the Common Expenses. The Common Assessments shall be imposed based upon each Owner's Assessment Interest in and to the Common Elements listed on Exhibit C.

b. If the Board determines at any time during the calendar year that an increase

or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board shall call a special meeting of the Owners. By the assent of at least sixty-five (65) percent of the Unit Owners voting in person or by proxy, the amount of the Common Assessment for the remainder of such year may be altered. The new Common Assessment shall remain in effect until a new amount is established either under this Section 5.5 or under Section 5.7.

5.6 Special Assessment for Improvements . In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Common Assessment or Assessments applicable to that calendar year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the Common Elements. Such special assessment may be for the necessary fixtures and personal property related thereto, or for the purpose of any movable or personal property for the common use of all the Owners, or for such other purpose or purposes as the Board of Directors may consider appropriate and for the common benefit of all of the Owners.

5.7 Commencement of Assessments . The regular Common Assessments shall be due on the first day of each calendar month or the beginning of a quarter as the case may be. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of a calendar month. The Board shall fix the amount of the regular Common Assessments applicable to the units at least thirty (30) days prior to January 1st of each year. The Association or the Board may change the assessments to quarterly rather than monthly.

5.8 No Exemption . No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.9 As noted in § 5.1, placing a Unit in the Rental Pool to receive a portion of the gross rentals shall have no effect on the obligation to pay all current assessments. No assessment may be satisfied by assigning all or a portion of renting pool participation to the Association.

5.10 New Units. Until a Unit within a Building Envelope is sold and title passes to the buyer, no assessment will be made. However, when title has passed, then the Owner of the Unit will be obligated to pay the lowest of all assessments then currently being paid by a Unit Owner until the Unit is completed, at which time the permanent maintenance interest will be assigned by the Declarants.

5.11 Lien for Assessments .

a. All sums due and unpaid by a Unit Owner shall be secured by an express

contractual lien (which is hereby created, granted and reserved) on such Unit and any insurance proceeds and rents relating to such Unit, which lien shall be superior and prior to all other liens and encumbrances, except only for:

(1) Assessments, liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Unit; and

(2) All liens securing sums due or to become due under any duly recorded and valid purchase-money first lien mortgage, or initial construction mortgage, including all unpaid obligatory sums as may be provided by such encumbrance and including additional advances made thereon.

b. To evidence the amounts from time to time secured by such contractual lien the Board of Directors may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the members of the Board of Directors or the Association's attorney and may be recorded in the Office of the County Clerk of Kerr County, Texas. Such contractual liens may be enforced by the Association through judicial foreclosure or nonjudicial foreclosure on the defaulting Owner's Unit. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed to his Unit, shall be deemed to have expressly granted to the Association a power of sale upon his Unit to secure payment of the Common Assessments thereafter imposed upon the Owner. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the right to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same, if it is the highest bidder at such foreclosure sale. Without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or substitute trustee to exercise the power of sale.

c. Suit to recover a money judgment against the Owner for unpaid sums shall be maintainable without foreclosing or waiving said lien securing same.

d. Any lienholder on a Unit may pay any unpaid sums due or imposed with respect to such Unit, and upon such payment, the lienholder shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrances.

5.12 Subordination of the Lien to Mortgages . The contractual lien securing monies owed to the Association shall be subordinate to the lien of any first or second lien purchase money mortgage or initial construction mortgage voluntarily granted or created by the Owner on

his Unit to the extent, and recorded with the Clerk of Kerr County, Texas, prior to the due date of the amount(s) owed to the Association. The holder of such a mortgage is referred to as a "First Mortgagee" or "Second Mortgagee." Sale or transfer of any Unit pursuant to a foreclosure or a deed in lieu of foreclosure shall not affect said contractual lien as to the amounts secured thereby which became due and payable prior to the recording of the mortgage being foreclosed; provided, however, that the sale or transfer of any Unit pursuant to a foreclosure pursuant to a superior lien shall not extinguish the Association's contractual lien on amounts becoming due and after such foreclosure. No such foreclosure shall relieve such Unit, or the Owners thereof, from liability for monies owed by the Owner to the Association.

5.13 Statement of Assessments . Upon payment to the Association of a reasonable fee calculated to reimburse the Association for the cost of providing same, and upon the written request of any Owner or any lien holder or prospective purchase or lien holder of a Unit, the Association, by its Board of Directors or the Managing Agent, shall issue a written statement setting forth the unpaid Common Assessments and other sums due, if any, with respect to the subject Unit, the amount of the current Common Assessments, the date the next of such Common Assessments becomes due and payable, which shall be conclusive upon the Association in favor of the addressee of such statement.

ARTICLE VI. DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 Destruction or Obsolescence . Repair and reconstruction of the Units or Common Elements, as used in the succeeding subsections, means restoring the Units and Common Elements to substantially the same condition as they existed prior to the damage, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior to such damage and destruction. The proceeds of any insurance collected shall be made available through the Association to the Unit Owners for the purpose of repair, restoration or replacement, unless all of the Owners and all of the First Mortgagees and Second Mortgagees agree not to rebuild in accordance with the provisions below:

a. If damage to or destruction of Units or Common Elements is due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the damaged Units and Common Elements shall be applied by the Association to such reconstruction, and the damaged Units and Common Elements shall be promptly repaired and reconstructed by the Owners of such Units and Common Elements. Each Unit Owner shall be responsible for reconstructing his Unit and the Limited Common Areas associated with his Unit, subject to the receipt of a portion of the insurance proceeds from the insurance policy that may be maintained by the Association.

b. If the insurance proceeds are insufficient to repair and reconstruct the

damaged Units and Limited Common Elements, and if such damage is not more than all the Units, such damage or destruction shall be promptly repaired and reconstructed by the Unit Owners, and the insurance proceeds will be allocated by the Association among the Unit Owners in proportion to the total costs necessary to reconstruct the damaged Units and Limited Common Areas. Any additional costs necessary to reconstruct a damaged Unit and Limited Common Area will be paid by the individual Unit Owner that owns such Unit and Limited Common Area, subject to the right of each such Unit Owner to recover damages from any party responsible for such casualty.

c. If all the Units are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements do not voluntarily, within one hundred (100) days thereafter, agree to reconstruct all of the Units and their Limited Common Elements, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the entire remaining Project shall be sold by the Association free and clear of the provisions contained in this Declaration, the Map and the Bylaws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest in the Common Elements, and such divided proceeds shall be paid into separate accounts, one for and attributable to each Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association shall use and disburse the total amount in each such account, without contribution from any one account to another, toward the full payment of (a) all taxes and special Assessments upon such Unit, (b) all recorded liens upon the Unit and (c) all unpaid Common Assessments upon such Unit and with the balance, if any, being payable to the Owner of such Unit. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Project. Such apportionment shall be based upon each Condominium Unit Owner's proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association for the same purposes and in the same order as is provided in the preceding sentence. Any decision to terminate the Condominium Regime must have the approval of First Mortgagees and Second Mortgagees holding mortgages on Units which have at least fifty one percent (51%) of the votes of the Association.

d. If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, then all of the Owners and their successors in title shall be bound by the terms and provisions of such plan.

6.2 Judicial Partition . There shall be no judicial partition of the Common Elements, nor shall any person acquiring any interest in the Project or any part thereof seek any such judicial partition, until the happening of the conditions set forth in Section 6.1 in the case of damage or destruction or unless the Condominium Regime has been terminated.

6.3 Condemnation.

a. If all or part of the Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees and Second Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be a Common Expense.

b. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied as provided below. If an action in eminent domain is brought to condemn a portion of the Limited Common Elements, the Owner of the Unit that benefits from such Limited Common Elements shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey the Property to be condemned to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking of the Limited Common Elements, all damages and awards shall be paid to the account of the Owner that owns the Unit that is associated with such Limited Common Elements.

ARTICLE VII. PROTECTION OF MORTGAGEES

7.1 Mortgage Priorities . Any Owner shall have the right from time to time to mortgage or encumber his Unit by deed of trust, mortgage or other security instrument.

7.2 Notice to Association . Upon request by the Association, an Owner who mortgages his Unit shall provide the Association with the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Association of the fact that such mortgagee holds a deed of trust or mortgage on a Unit. The Board shall maintain such information in its records.

7.3 Notice of Default; Lapse in Insurance . The Association shall notify a mortgagee of a Unit in writing, upon written request of such mortgagee, who also provides the Association with its name and address and the number of the Unit on which it holds its lien, of

any default by the Owner of such Unit in performing such Owner's obligations, as set forth in the Declaration, which are not cured within thirty (30) days after written notice to do so has been given. The Association, upon written request, shall notify a First Mortgagee or Second Mortgagee of any lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Association.

7.4 Examination of Books . Upon request, the Association shall permit Unit Owners and their mortgagees to examine current copies of the Declaration, Bylaws, other rules concerning the Project and the books and records of the Association respecting their Units during normal business hours.

7.5 Reserve Fund . The Association may establish adequate reserve funds for replacement of Common Elements and fund the same by regular Common Assessments rather than by special Common Assessments. The purpose of the fund is to pay for unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board or a majority of the Unit Owners.

7.6 Annual Audits . Upon written request the Association shall furnish each First Mortgagee and Second Mortgagee an annual financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association upon payment of reasonable copy charges.

7.7 Notice of Meetings . Upon written request, the Association shall furnish a First Mortgagee or Second Mortgagee prior written notice of all meetings of the Association and shall permit the designation of a representative of such First Mortgagee or Second Mortgagee to attend such meetings.

7.8 Notice of Damages or Destruction . Upon written request, the Association shall furnish a First Mortgagee or Second Mortgagee timely written notice of any substantial damage or partial destruction of any Unit on which such First Mortgagee or Second Mortgagee holds the mortgage if such loss exceeds One Thousand and No/100ths Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand and No/100ths Dollars (\$10,000.00).

7.9 Management Agreements . The Association shall be professionally managed. A management certificate, in compliance with the requirements of the Texas Uniform Condominium Act, shall be timely filed with the County Clerk of Kerr County, Texas. A copy of the management certificate to be used is contained in Exhibit F and may be modified as needed or required by law. If a management agreement is terminated, the Association through its Board of Directors shall enter into a new management agreement with a new management

proposed amendments have been given to the Board and Unit Owners at least 15 days before the stated Annual Meeting. However, the right to develop and construct additional units by the Declarants as provided for in § 2.4 shall not be subject to change by vote of the Unit Owners. agent prior to the effective date of the termination of the old management agreement if at all possible.

7.10 Alteration and Destruction of Units . The Association may not alter or destroy a Unit or its Limited Common Element without the consent of its Owners and the First Mortgagees and Second Mortgagees of the Unit.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1 Amendments to Declaration; Approval of Owners and Mortgagees .

a. The terms of this Declaration can be amended upon the vote of 80 % of the Unit Owners voting, either in person or by proxy, at a regular Annual Meeting of the Association. Notice of such meeting and amendments shall be given to the Board, Unit Owners and Mortgagees at least fifteen (15) days before the stated Annual Meeting. However, the right to develop and construct additional units by the Declarants as provided for in § 2.4 shall not be subject to change by vote of the Unit Owners or the Mortgagees.

b. No Declaration amendments may be made which materially and adversely affect the security interest of any First Mortgagee or Second Mortgagee of a Unit, without their approval which shall not unreasonably be withheld.

c. The Board of Directors may, by unanimous vote, at any time amend this Declaration or the Bylaws by instrument duly signed, acknowledged and filed for record, for the sole purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal or state agencies.

8.2 Dimensions . Any square footage, size and dimensions of a Unit as set out and shown in this Declaration or on the Map are approximate and are shown for descriptive purposes only, and the Association does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions shown by the plat thereof. A purchaser of a Unit shall have no claim or demand against the Association because of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as it is shown on the Map. The existing physical boundaries of a Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be in the boundaries, regardless of settling, rising or lateral movement of the building and regardless of variance between the boundaries shown on the Map and those of the Buildings.

8.3 Ownership of Common Personal Property . No Owner shall have any other interest or right to personal property owned by the Association.

8.4 Change in Documents . Upon written request, the holder of any mortgage covering any of the Units shall be entitled to written notification from the Association of any amendment to this Declaration fifteen (15) days prior to the effective date of any change in this Declaration.

8.5 Nonliability and Release of the Association, Officers and Directors .

a. Nonliability and release. THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE ASSOCIATION OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION'S DECLARATION OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO DECLARATION PROVISIONS AND RULES REGARDING PET LEASH REQUIREMENTS, TRAFFIC INTERSECTION SIGHTLINES, TRAFFIC SIGNS, VEHICLE PARKING, COMMON AREA LIGHTING, FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIAL STORAGE, ELECTRICAL LINES, GAS LINES OR SANITARY SEWER SYSTEM FAILURES, ETC. BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OR ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

b. Indemnity. The Association shall indemnify all Directors and Officers from all claims, demands, actions and proceedings and any expenses in connection therewith, except if such Director or Officer has acted in violation of the foregoing non-liability and release.

c. Directors and officers liability insurance. The Board may purchase (but is not

required to purchase) directors and officers liability insurance. Such insurance and any indemnification payments shall be treated as a common expense. The Board of Directors is authorized and directed to modify the Association's corporate charter to conform to this Section 8.5.

d. **Compensation.** Members of the Board will serve without compensation.

8.6 **Notices .** All notices, demands, or other notices intended to be served upon an Owner may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event addressed in the name of such Owner in care of the Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association, may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event to the management company for the Association, until such address is changed by a notice of address change duly recorded in the Real Property Records of Kerr County, Texas.

8.7 **Conflict Between Declaration and Bylaws .** Whenever the application of a provision of this Declaration conflicts with the application of any provision of the Bylaws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.8 **Invalidation of Parts .** If any of the provisions of this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstances is invalidated or declared unenforceable, such invalidity shall not affect the validity of enforceability of the remainder of this Declaration and the application of any provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.9 **Omissions .** In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes of this Declaration, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.10 **Consent of Mortgagee .** The financial institution holding a first lien on the Property at the time of recordation of this Declaration consents to the creation of the Declaration, as set forth in **Exhibit G**.

IN WITNESS WHEREOF, this Declaration has been executed as of the 15th day of July 2002.

LAZY DAYS, L.P., a Texas Limited Partnership

By: RODDY TREE, INC., a Texas
Corporation, General Partner of LAZY
DAYS, L.P.


By: James B. Gambrell III, President

STATE OF TEXAS

§
§
§

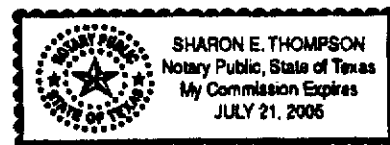
COUNTY OF KERR

This instrument was acknowledged before me on this 15th day of June, 2002, by James B. Gambrell III, President of RODDY TREE, INC., a Texas corporation, General Partner of LAZY DAYS, L.P., a Texas limited partnership, on behalf of said limited partnership.



Notary Public in and for
The State of Texas

My Commission Expires: 07-21, 2005



EXHIBITS:

- A - Legal Description of Property
- B.1 - Map and Plans of the Property and Units (including Exhibits A, B & C)
- B.2 - Footprints of Units and their Total Limited Common Element
- C - Schedule of Assessment Interests
- D - Articles of Incorporation
- E - By Laws
- F - Form Management Certificate
- G - Consent of Mortgagees
- H - Architectural Standards

VOL. 1202 PAGE 0046

A

Domingues & Assoc.

*Professional Land Surveying
Subdivision Design*

Re: description of RTR 18.69 acres, Kerr County, Texas

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas; comprising 18.69 acres, more or less; being out of original Survey No. 1351, W. M. Watson, Abstract No. 718; being all of that 4.1960 acre Tract No. I, and all of that 70,265 square foot Tract No. II, which was conveyed from Hugh B. Colwell and wife, Florence Colwell, to Clarence A. Wheeler and wife, Elizabeth Robertson Wheeler, by deed dated the 17th day of September, 1975, of record in Volume 182, at page 313; of the Deed Records of Kerr County, Texas; being part of that 5 acre tract which was conveyed from Dollie S. Comstock, to Florence G. Shudde, by deed dated the 22nd day of May, 1946, of record in Volume 79, at page 399, of the Deed Records of Kerr County, Texas; and all of that tract which was conveyed from Carl H. Hundt, to Hugh B. Colwell, by deed dated the 16th day of July, 1969, of record in Volume 139, at page 300, of the Deed Records of Kerr County, Texas; which tracts comprise all that 5.78 acre tract, which was conveyed to Roddy Tree Ranch, LTD, by deed dated the 28th day of April, 1999, of record in Volume 1009, page 640, of the Real Property Records of Kerr County, Texas; also being all that 7.077 acre tract, (actually 7.04 acres) being Lot No. 4, Block 2, of Hills 'N Dales Development, according to plat recorded in Volume 4, page 190, of the Plat Records of Kerr County, Texas, which was conveyed to Roddy Tree Ranch, LTD, by deed dated the 14th day of June, 1999, of record in Volume 1017, page 107, of the Real Property Records of Kerr County, Texas; and being part of that 30.77 acre tract, which was conveyed to Roddy Tree Ranch, LTD., by deed dated the 2nd day of January, 1996, of record in Volume 831, page 352, of the Real Property Records of Kerr County, Texas; and subject tract being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake at a fence corner post found marking the northwest corner of said 5.78 acre tract, being a corner in the south line of said Lot No. 4, Block 2 of Hills 'N Dales Development, being the northeast corner of that 5.03 acre tract which is out of an 11 acre tract, which tracts are described in that conveyance from Richard Johnson, to Ted Scanlon by deed of record in Volume 905, at page 468, of the Real Property Records of Kerr County, Texas;

THENCE with the south line of said Lot No. 4, Block 2, the north line of said 5.03 acre tract, along fence, a direction of N.87°15'04"W., for a distance of 27.28 feet [platted S88°21'E 27.65] to an axle found marking the southwest corner of said Lot No. 4, Block 2, and the southeast corner of Lot No. 3, Block 2, of said Hills 'N Dales Development;

THENCE with the southwest line of said Lot No. 4, Block 2, the northeast line of said Lot No. 3, Block 2, a direction of N.41°37'53"W., for a distance of 296.70 feet [platted N40°33'W 297.65] to an axle found marking the most westerly corner of said Lot No. 4, Block 2, the north corner of said Lot No. 3, Block 2, being in the east right of way line of 40 foot wide public road, Looker Drive;

THENCE with the west line of said Lot No. 4, Block 2, an east right of way line of said Looker Drive, a direction of N.21°51'35"E., for a distance of 123.98 feet [platted N23°48'E 123.60] to a 1/2" iron stake found, continuing a direction of N.8°25'58"W., for a distance of 250.80 feet [platted N4°04'W 250.80] and continuing a direction of N.7°00'00"E., for a distance of 62.29 feet [platted N15°09'E 69.12] to an axle found marking the northwest corner of said Lot No. 4, Block 2, being the southwest corner of Lot No. 5, Block 2, of said Hills 'N Dales Development;

THENCE with the north line of said Lot No. 4, Block 2, the south line of said Lot No. 5, Block 2, a direction of S.89°11'22"E., for a distance of 499.65 feet [platted S87°05'E 500.46] to an axle found marking the northeast corner of said Lot No. 4, Block 2, being the southeast corner of said Lot No. 5, Block 2, and being the most northerly northwest corner of said 30.77 acre tract;

THENCE with the east line of said Lot No. 4, Block 2, a west line of said 30.77 acre tract, a direction of S.0°23'59"E., for a distance of 675.12 feet [platted S1°24'W 676.46] to a fence corner post found marking the southeast corner of said Lot No. 4, Block 2;

THENCE with division line across said 30.77 acre tract, a direction of S.49°13'21"E., for a distance of 118.30 feet to corner in pond, continuing a direction of S.46°04'07"E., for a distance of 158.91 feet to corner in pond, continuing a direction of S.10°27'23"W., for a distance of 121.95 feet to a fence post in existing fence, continuing a direction of S.16°07'16"E., along fence for a distance of 362.60 feet to a 1/2" iron stake set to mark corner on east side of a road easement, continuing a direction of S.60°01'13"W., along road easement, for a distance of 3.71 feet to corner, continuing a direction of S.4°55'51"E., along road easement, for a distance of 95.99 feet to corner, continuing a direction of S.43°54'01"W., along road easement, for a distance of 119.23 feet to the north side of Texas State Highway No. 39; continuing a direction of S.20°24'53"W., crossing said Texas State Highway No. 39; for a distance of 66.25 feet to nail in concrete, and continuing a direction of S.0°41'05"E., for a distance of 230.31 feet to the most southerly south line of said 30.77 acre tract, being on the north bank of the Guadalupe River;

THENCE with the meanders at every point of the north bank of said Guadalupe River, the south line of said 30.77 acre tract, a direction of S.88°14'01"W., for a distance of 176.30 feet [deed S87°54'W total 298.64] to the most southerly southwest corner of said 30.77 acre tract, being the southeast corner of that 2 acre tract, which was conveyed from Walter R. Jones, to B. J. Sublett, by deed dated the 16th day of September, 1929, of record in Volume 50, page 498, of the Deed Records of Kerr County, Texas,

THENCE with a west line of said 30.77 acre tract, the east line of said 2 acre tract, along fence, a direction of N.0°41'05"W., for a distance of 224.63 feet [deed line N1°32'W 225.58] to a chain link fence corner post in the occupied south right of way line of said Texas State Highway No. 39, the northeast corner of said 2 acre tract;

THENCE continuing with a west line of said 30.77 acre tract, crossing back across said Texas State Highway No. 39, a direction of N.0°08'00"E., for a distance of 69.00 feet [deed line N1°09'W 69.00] to a 1/2" iron stake found, a re-entrant corner of said 30.77 acre tract, as stated to be in the occupied north right of way line of said Texas State Highway No. 39;

THENCE with a south line of said 30.77 acre tract, as stated to be along the occupied north right of way line of said Texas State Highway No. 39, a direction of S.88°38'17"W., for a distance of 52.57 feet [deed S88°16'W.51.86] to a 1/2" iron stake found at a fence corner post marking the most westerly southwest corner of said 30.77 acre tract, being in the east line of said 5.78 acre tract;

THENCE with the east line of said 5.78 acre tract, a direction of S.0°11'17"E., for a distance of 10.46 feet [deed total S1°28'E 644.0] [deed S1°18'E 644.08] to the southeast corner of said 5.78 acre tract, in driveway, being on the north side of State Highway No. 39;

THENCE with the south line of said 5.78 acre tract, along the north side of Texas State Highway No. 39, along chain link fence, a direction of S.85°49'28"W., for a distance of 299.49 feet [deed S84°32'W 299.5] [deed S85°60'W, should be S85°W, 297.15] to a 3/8" iron stake at a fence corner post, found marking the southwest corner of said 5.78 acre tract, being in the east line of said 5.03 acre and 11 acre tracts;

THENCE with fence, the occupied east line of said 5.03 acre and 11 acre tracts, the west line of said 5.78 acre tract, a direction of N.3°08'03"E., for a distance of 673.22 feet [deed N1°51'E 673.2] [deed 1°51'E 671.75] [deed 905/468 South, total 250 varas] to a 1/2" iron stake found at a fence corner post, and continuing a direction of N.2°47'22"E., for a distance of 239.09 feet [deed N1°30'E 239.1] [deed North 235] to the place of beginning.

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.

Charles B. Domingues

Registered Professional Land Surveyor No. 1713

Job No. 5072

Only those prints containing the raised seal should be considered official and relied upon by the user.

609 Sidney Baker, Royville, Tx. 78028 > Tel. 830/896 6900 > Fax 830/896 6901



Domingues & Assoc.

*Professional Land Surveying
Subdivision Design*

Re: description of RTR 30 foot wide easement from Hwy. No. 39, across 18.69 acre tract.

All that certain area for perpetual, nonexclusive easement for the purpose of ingress and egress, across a certain 18.69 acre tract, being 30 feet in width, from Texas State Highway No. 39, across existing asphalt road to an east line of said 18.69 acre tract, subject easement lying and being situated in the County of Kerr; State of Texas; being across original Survey No. 1351, W. M. Watson, Abstract No. 718; and across part of that 30.77 acre tract, which was conveyed to Roddy Tree Ranch, LTD., by deed dated the 2nd day of January, 1996, of record in Volume 831, page 352, of the Real Property Records of Kerr County, Texas; and subject easement being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake, in fence, set to mark an easterly corner of said 18.69 acre tract, located a distance, along said fence, of 362.60 feet, a direction of S.16°07'16"E., from a fence corner post a re-entrant corner of said 18.69 acre tract;

THENCE with the south and east line of subject easement, a direction of S.60°01'13"W., for a distance of 3.71 feet, continuing a direction of S.4°55'51"E., for a distance of 95.99 feet, and continuing a direction of S.43°54'01"W., for a distance of 119.23 feet to corner on the north side of Texas State Highway No. 39;

THENCE along the north side of Texas State Highway No. 39, a direction of S.86°22'56"W., for a distance of 44.42 feet;

THENCE with the west or north line of subject easement, a direction of N.43°54'01"E., for a distance of 138.37 feet, continuing a direction of N.4°55'51"W., for a distance of 101.47 feet, and continuing a direction of N.60°01'13"E., for a distance of 30.20 feet to the aforesaid fence, an easterly line of said 18.69 acre tract;

THENCE with said easterly line of said 18.69 acre tract, a direction of S.16°07'16"E., for a distance of 30.90 feet to the place of beginning.

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.


Charles B. Domingues

Registered Professional Land Surveyor No. 1713

Job No. 5072

b

Domingues & Assoc.

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Domingues & Assoc.
Professional Land Surveying
Subdivision Design

Re: description of RTR 20 foot wide easement from Looker Drive, across 18.69 acre tract.

All that certain area for perpetual, nonexclusive easement for the purpose of ingress and egress, across a certain 18.69 acre tract, being 20 feet in width, from Looker Drive, to an east line of said 18.69 acre tract, subject easement lying and being situated in the County of Kerr; State of Texas; being across original Survey No. 1351, W. M. Watson, Abstract No. 718; and across of that 7.077 acre tract, (actually 7.04 acres) being Lot No. 4, Block 2, of Hills 'N Dales Development, according to plat recorded in Volume 4, page 190, of the Plat Records of Kerr County, Texas, which was conveyed to Roddy Tree Ranch, LTD, by deed dated the 14th day of June, 1999, of record in Volume 1017, page 107, of the Real Property Records of Kerr County, Texas; and subject easement being more particularly described by metes and bounds, as follows, to wit:

BEGINNING at a 1/2" iron stake found marking angle in the west line of said Lot No. 4, the east line of said Looker Drive, located a distance of 123.98 feet, a direction of N.21°51'35"E., from an axle found marking the most westerly corner of said Lot No. 4;

THENCE with the west line of said Lot No. 4, the east line of said Looker Drive, a direction of N.8°25'58"W., for a distance of 4.86 feet;

THENCE with the north line of subject easement, across said 18.69 acre tract, a direction of N.55°13'E., for a distance of 70.78 feet, continuing a direction of N.87°04'E., for a distance of 130.37 feet, continuing a direction of S.77°36'E., for a distance of 195.53 feet, and continuing a direction of N.86°33'E., for a distance of 94.00 feet to the east line of said Lot No. 4, an east line of said 18.69 acre tract, being located a distance of 287.29 feet, a direction of S.0°23'59"E., from an axle found marking the northeast corner of said Lot No. 4, Block 2, being the southeast corner of Lot No. 5, Block 2, and being the most northerly northwest corner of said 30.77 acre tract;

THENCE with an east line of said 18.69 acre tract, a direction of S.0°23'59"E., for a distance of 20.03 feet;

THENCE with the south line of subject easement, a direction of S.86°33'W., for a distance of 95.72 feet, continuing a direction of N.77°36'W., for a distance of 195.62 feet, continuing a direction of S.87°04'W., for a distance of 121.97 feet, and continuing a direction of S.55°13'W., for a distance of 91.00 feet to west line of said Lot No. 4, the east line of said Looker Drive;

THENCE with west line of said Lot No. 4, the east line of said Looker Drive, N.21°51'35"E., for a distance of 28.45 feet

Bearings based on Global Positioning System grid north observation.

Surveyed on the ground and field notes prepared by, Charles B. Domingues, Registered Professional Land Surveyor No. 1713.

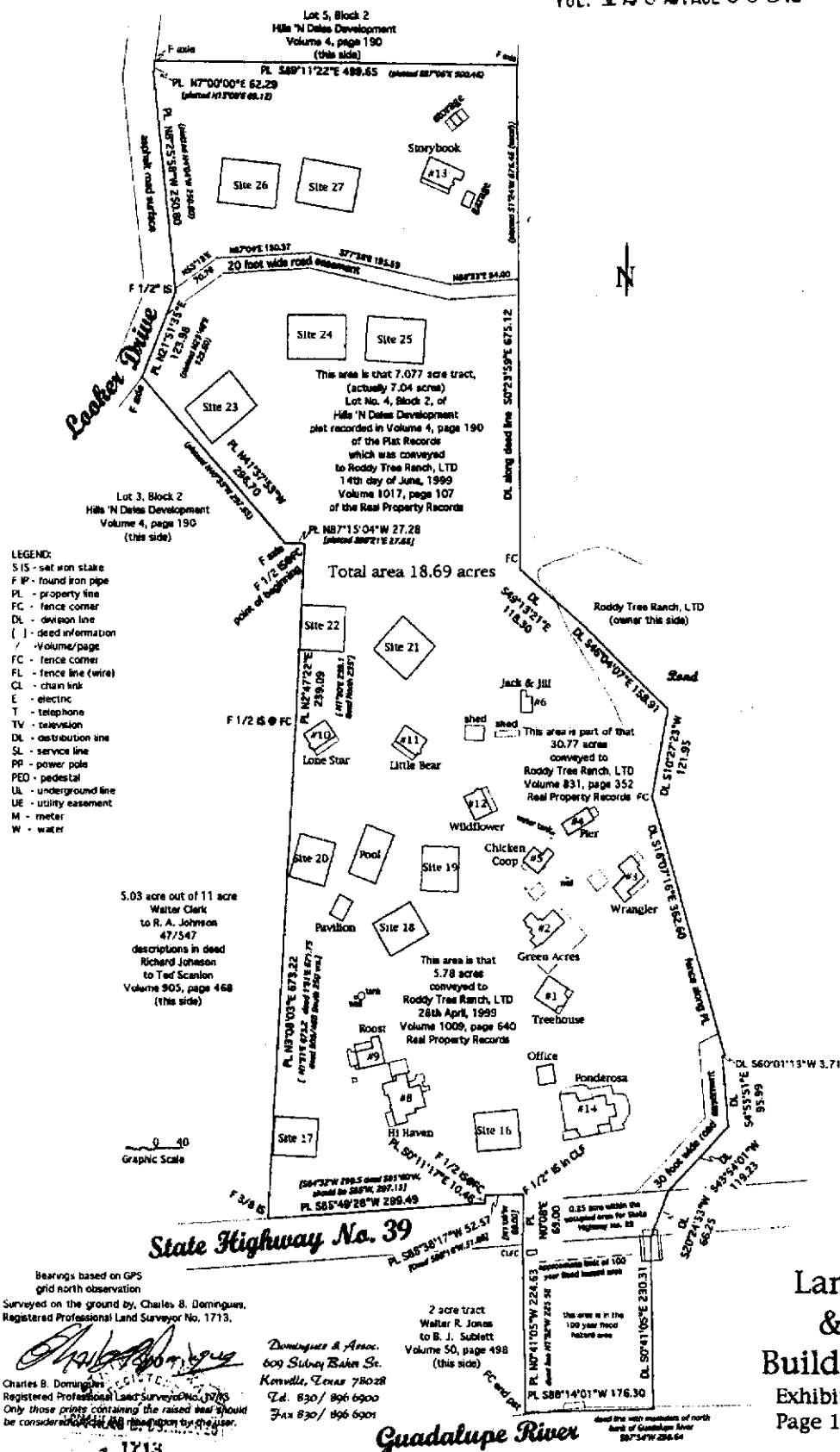

Charles B. Domingues
Registered Professional Land Surveyor No. 1713

Job No. 5072

Domingues & Assoc.
609 Sidney Baker, Kerrville, Tx. 78028 > Tel. 830/896 6900 > Fax 830/896 6901.

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B.1

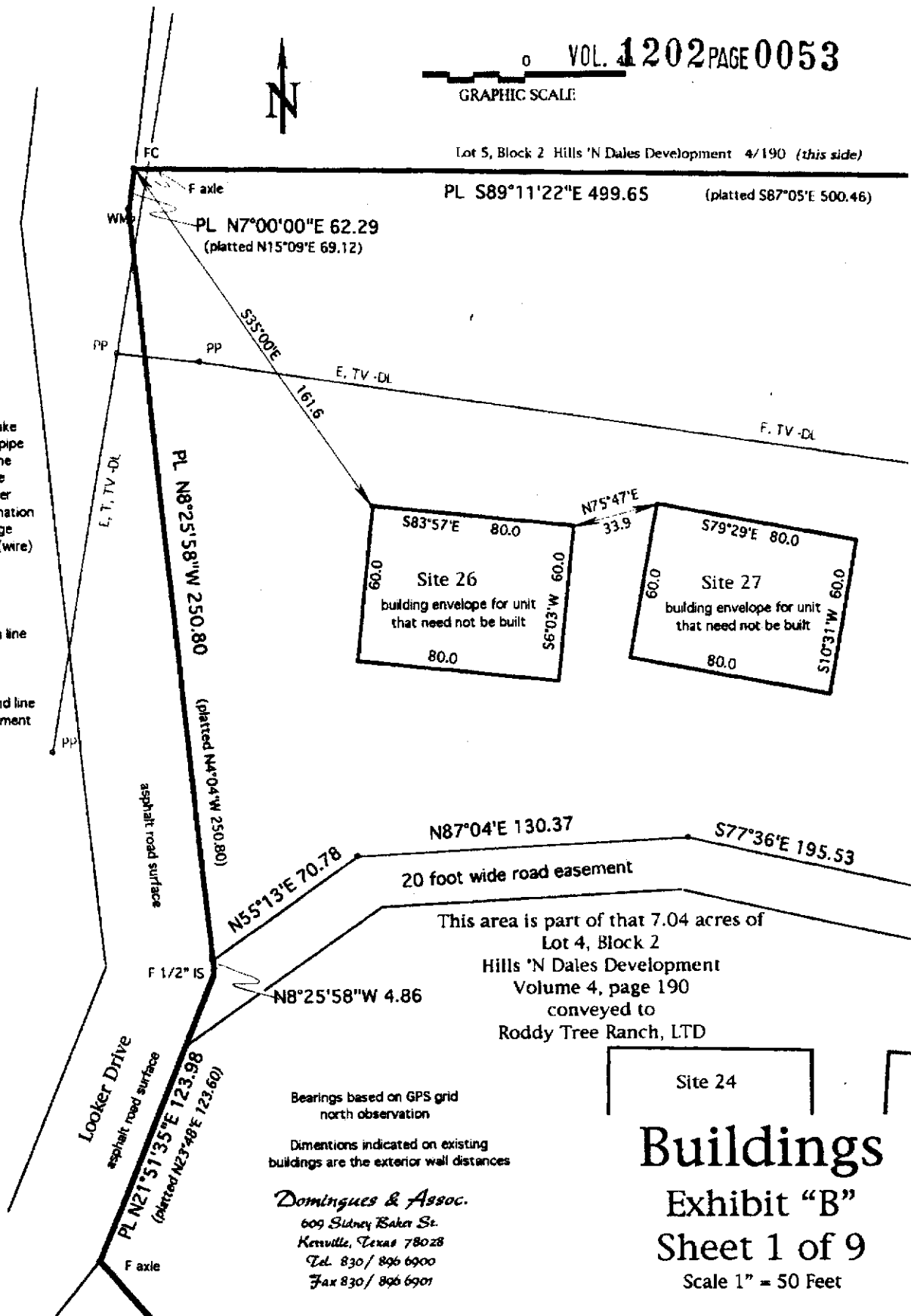


Land
&
Buildings
Exhibit "A"
Page 1 of 1



Lot 5, Block 2 Hills 'N Dales Development 4/190 (this side)

- LEGEND:
- S IS - set iron stake
 - F IP - found iron pipe
 - PL - property line
 - DL - division line
 - FC - fence corner
 - [] - deed information
 - / - Volume/page
 - FL - fence line (wire)
 - CL - chain link
 - E - electric
 - T - telephone
 - TV - television
 - DL - distribution line
 - SL - service line
 - PP - power pole
 - PED - pedestal
 - UL - underground line
 - UE - utility easement



LEGEND:

SIS - set iron stake
 FIP - found iron pipe
 PL - property line
 DL - division line
 FC - fence corner
 [] - deed information
 / - Volume/page
 FL - fence line (wire)
 CL - chain link
 E - electric
 T - telephone
 TV - television
 DL - distribution line
 SL - service line
 PP - power pole
 PED - pedestal
 UL - underground line
 UE - utility easement

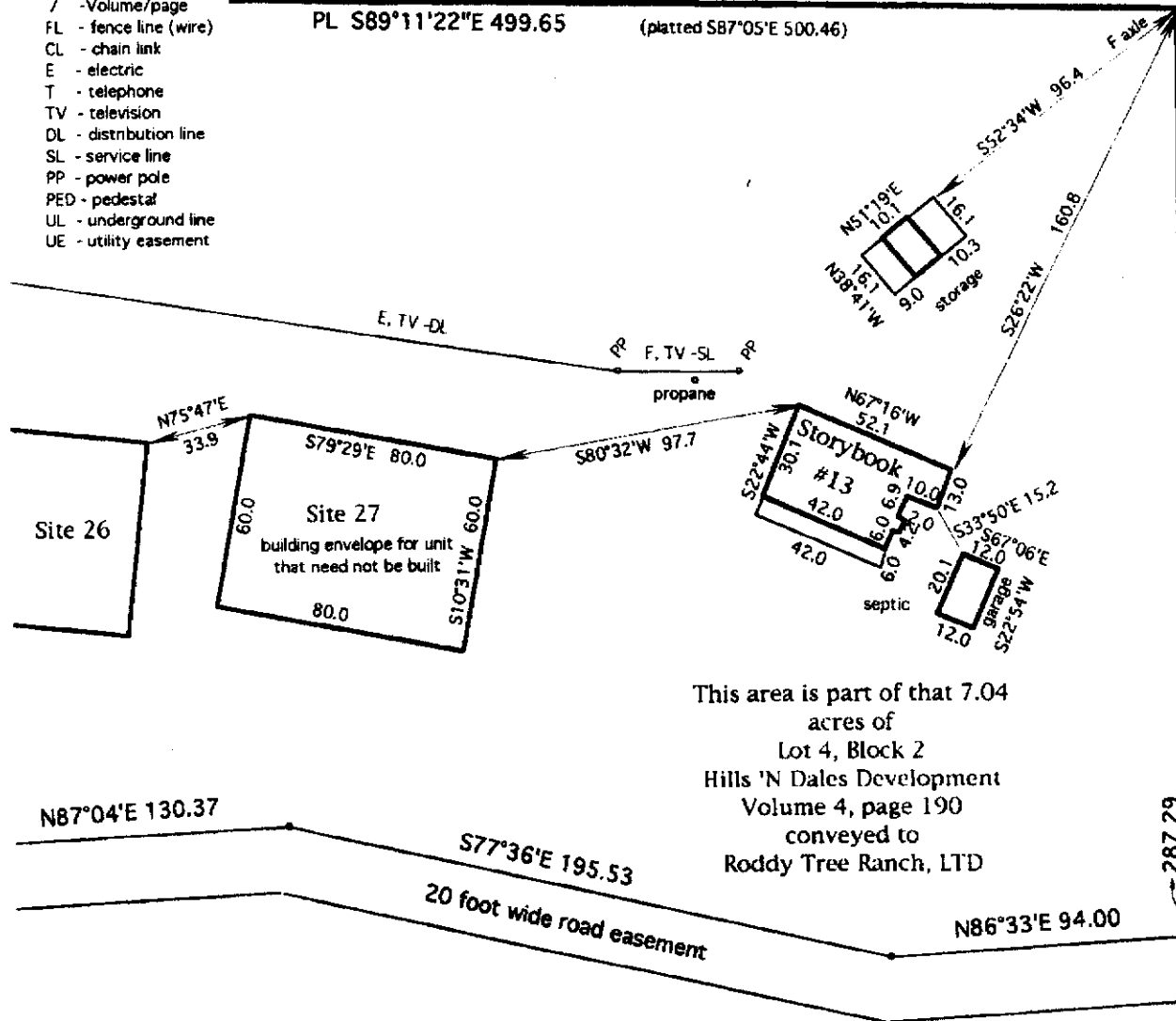


VOL. 1202 PAGE 0054

Lot 5, Block 2 Hills 'N Dales Development 4/190 (this side)

PL S89°11'22"E 499.65

(platted S87°05'E 500.46)



Dimensions indicated on existing
buildings are the exterior wall distances

Bearings based on GPS grid
north observation

Domingues & Assoc.

609 Sidney Baker St.
Kerrville, Texas 78028
Tel. 830/ 896 6900
Fax 830/ 896 6901

Buildings

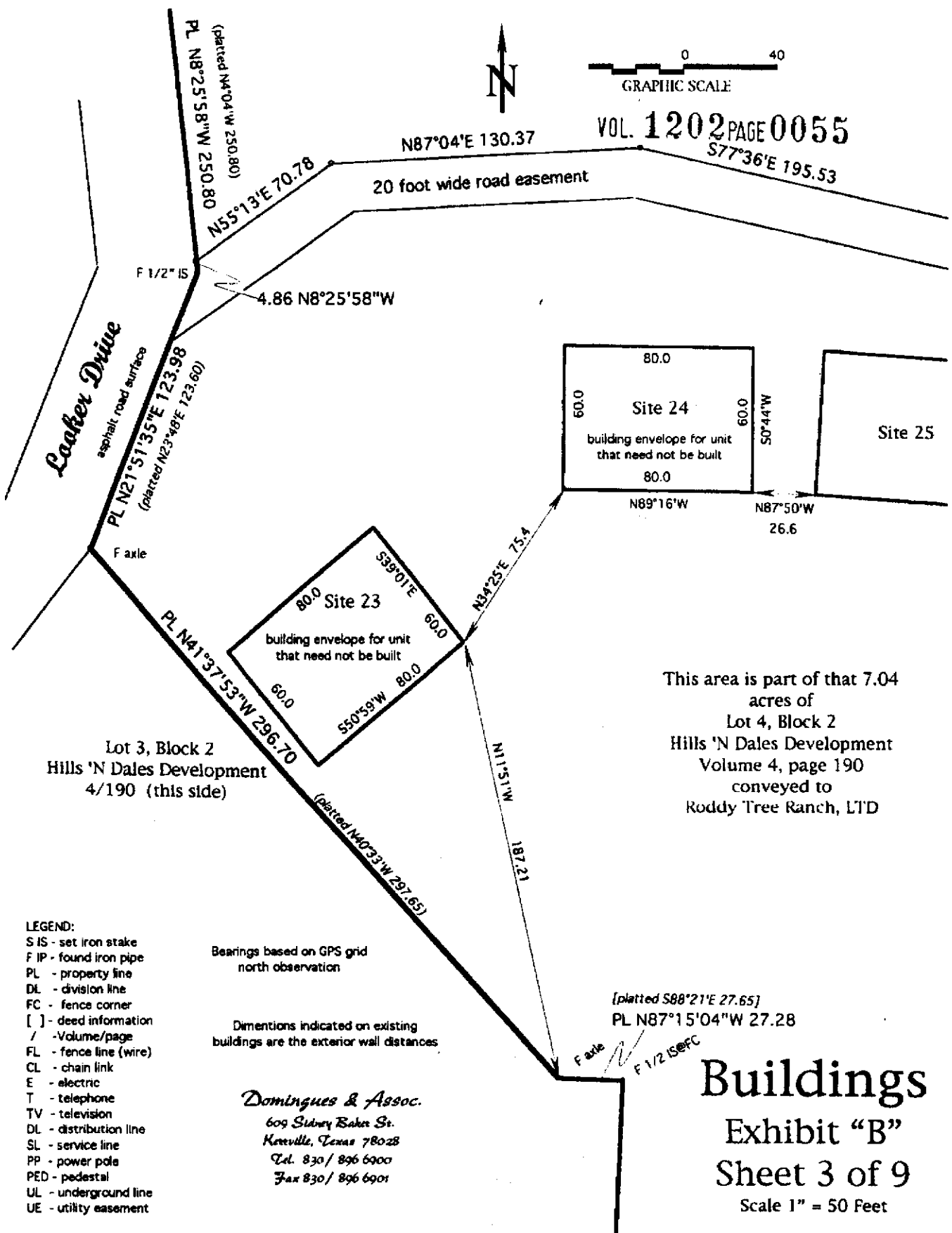
Exhibit "B"

Sheet 2 of 9

Scale 1" = 50 Feet



VOL. 1202 PAGE 0055





LEGEND:

S IS - set iron stake
 F IP - found iron pipe
 PL - property line
 DL - division line
 FC - fence corner
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 / - Volume/page
 FL - fence line (wire)
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Domingues & Assoc.

600 Sidney Baker St.
 Kenville, Texas 78028
 Tel. 830/896 6900
 Fax 830/896 6901

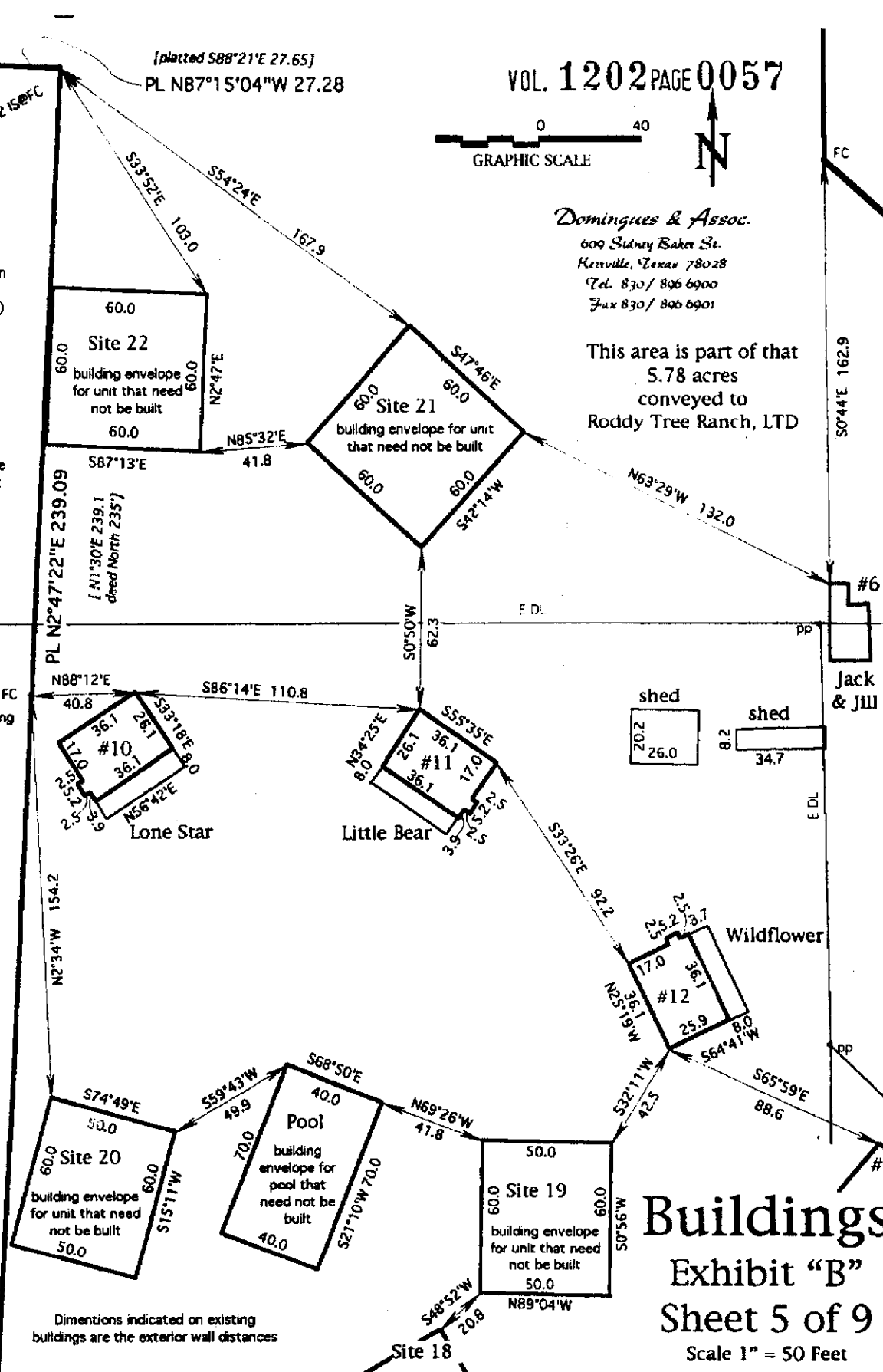
This area is part of that
 5.78 acres
 conveyed to
 Roddy Tree Ranch, LTD

F 1/2 IS @ FC
 point of beginning

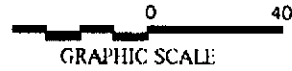
5.03 acre out of 11
 acre
 Walter Clark
 to R. A. Johnson
 47/547
 descriptions in deed
 Richard Johnson
 to Ted Scanlon
 905/468
 (this side)

Bearings based on
 GPS grid north
 observation

Dimensions indicated on existing
 buildings are the exterior wall distances



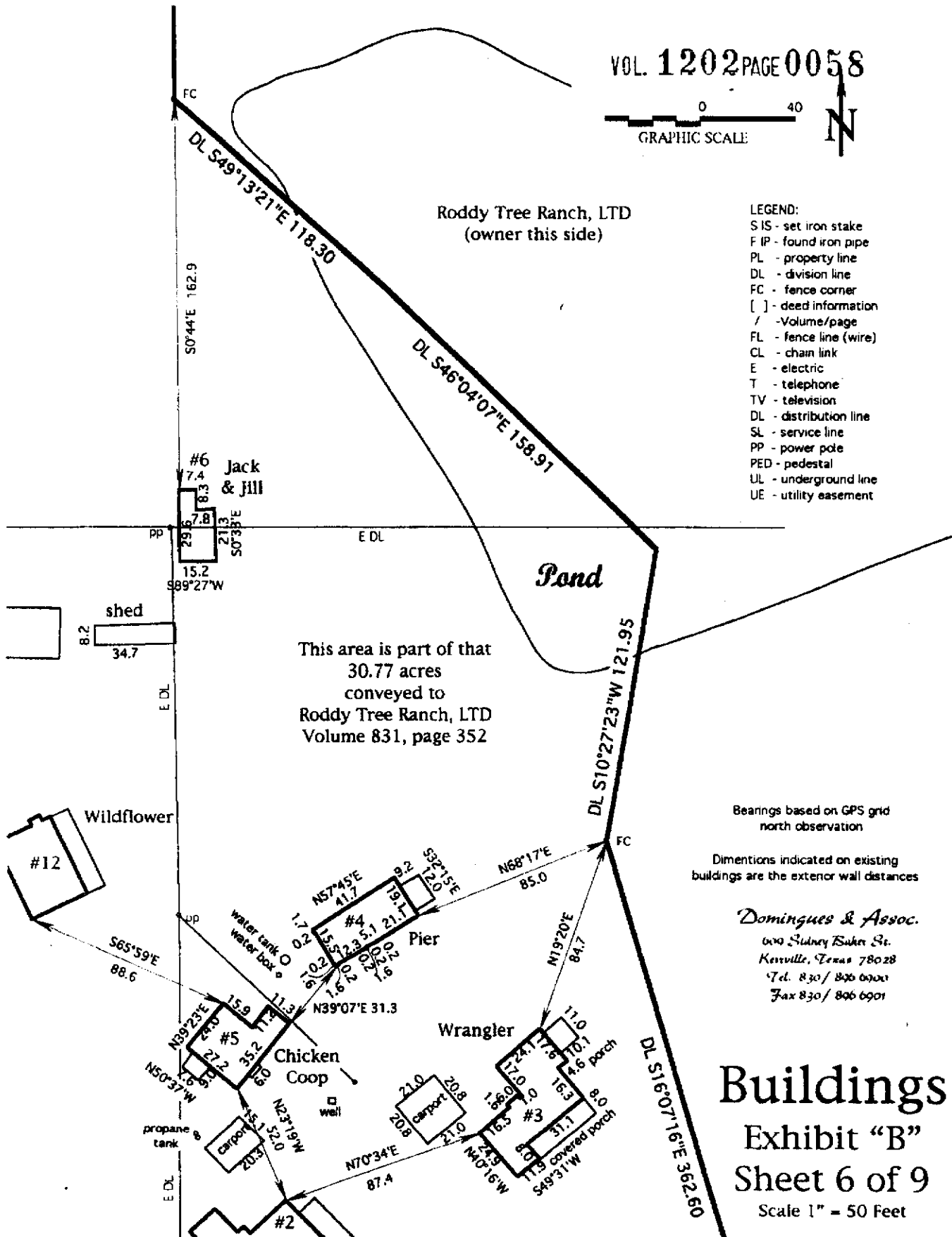
Buildings
Exhibit "B"
Sheet 5 of 9
 Scale 1" = 50 Feet

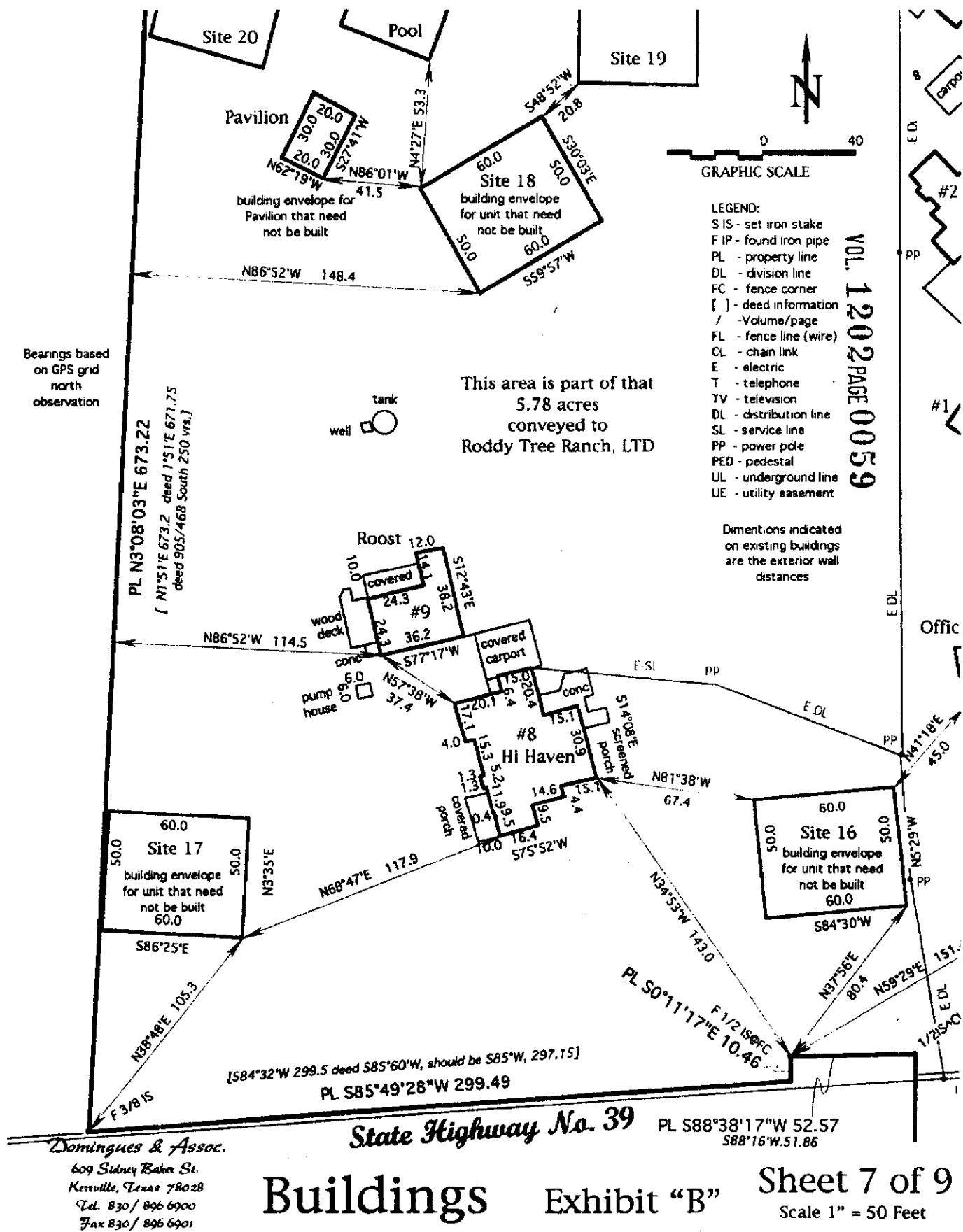


Roddy Tree Ranch, LTD
(owner this side)

LEGEND:

SIS - set iron stake
FIP - found iron pipe
PL - property line
DL - division line
FC - fence corner
[] - deed information
/ - Volume/page
FL - fence line (wire)
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LEGEND:
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Dimensions indicated on existing buildings are the exterior wall distances

Bearings based on GPS grid north observation

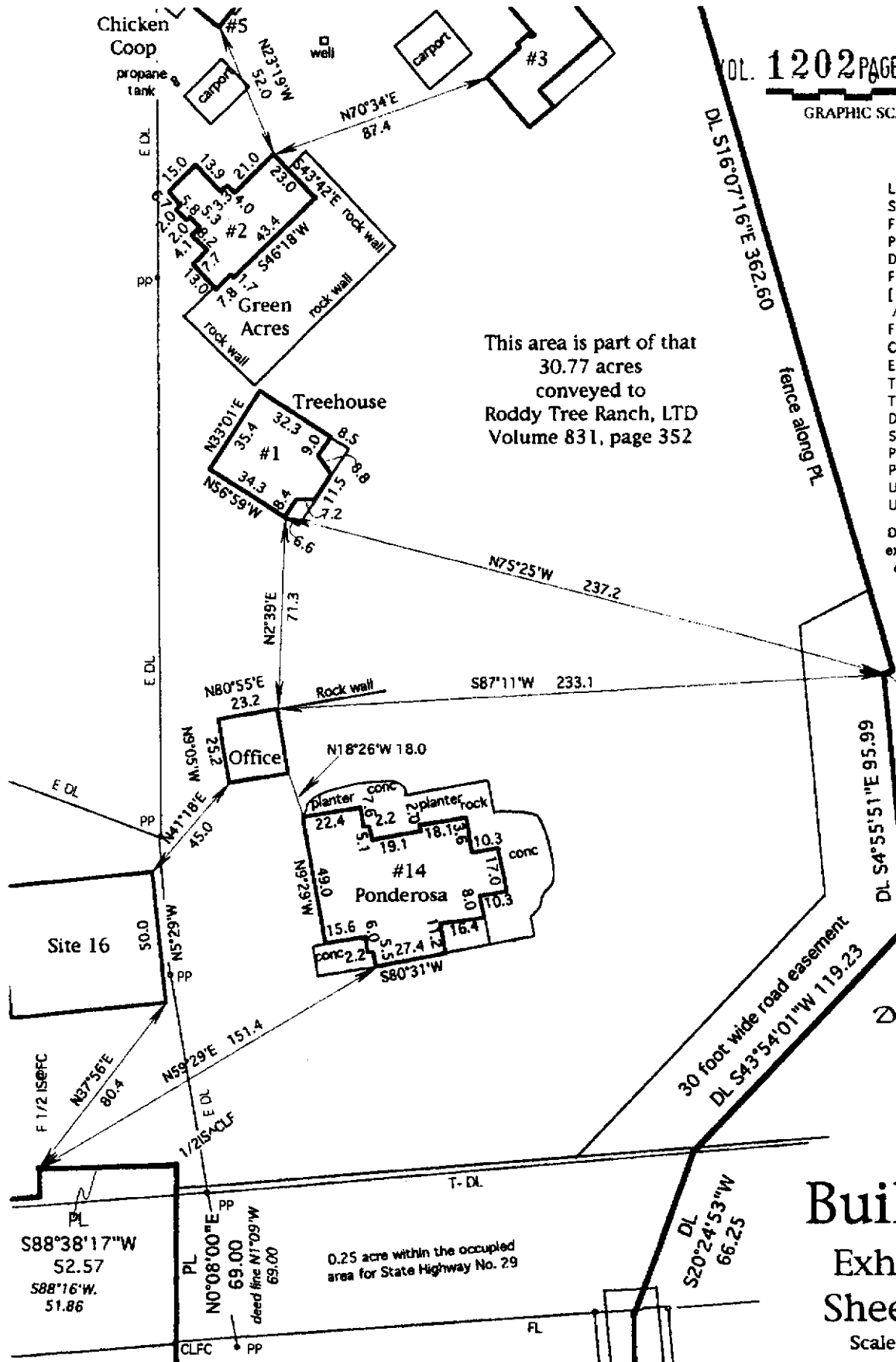
Domingues & Assoc.
 609 Sidney Baker St.
 Kerrville, Texas 78028
 Tel. 830/ 896 6900
 Fax 830/ 896 6901

Buildings

Exhibit "B"

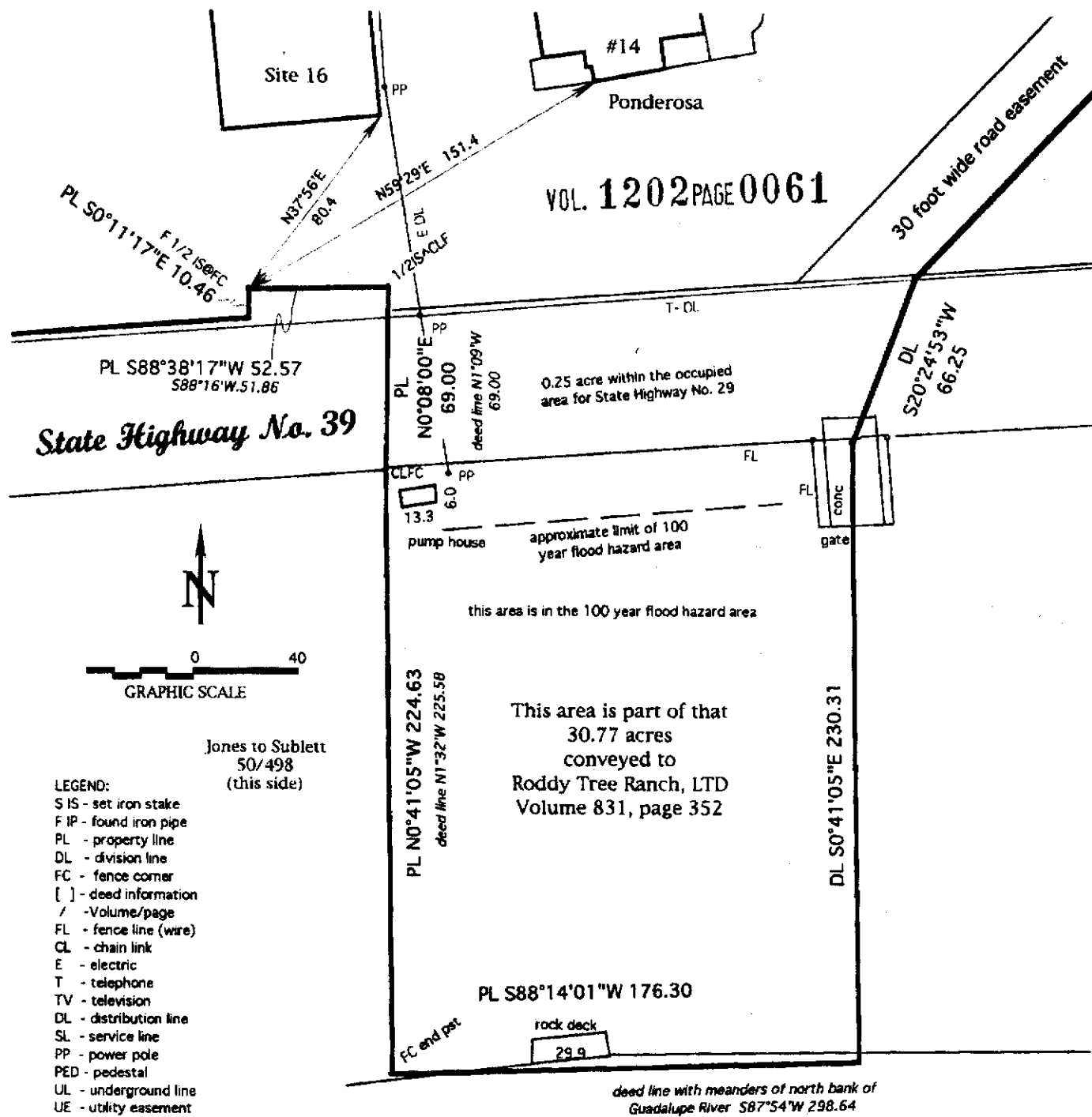
Sheet 8 of 9

Scale 1" = 50 Feet



This area is part of that
 30.77 acres
 conveyed to
 Roddy Tree Ranch, LTD
 Volume 831, page 352

0.25 acre within the occupied
 area for State Highway No. 29



LEGEND:

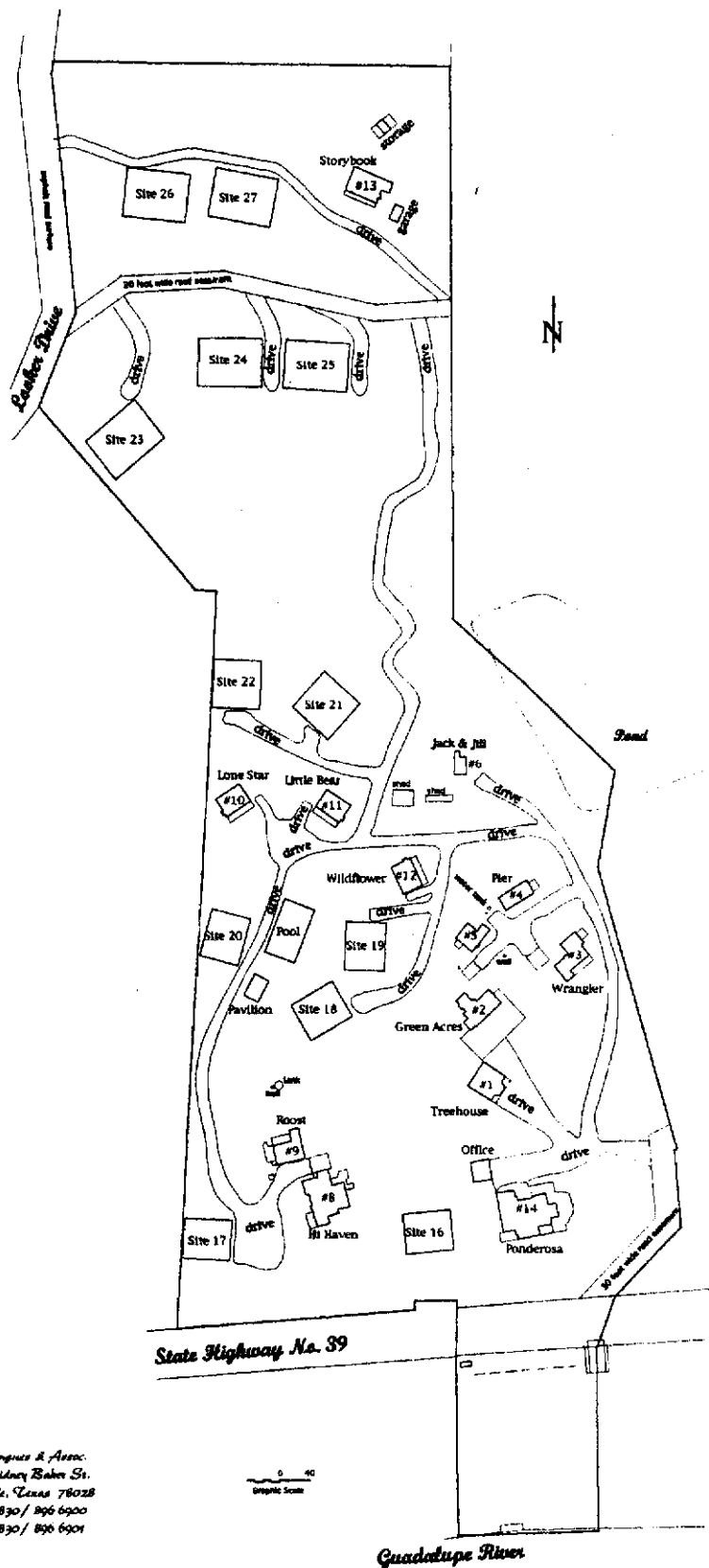
- S IS - set iron stake
- F IP - found iron pipe
- PL - property line
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- FL - fence line (wire)
- CL - chain link
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Dimensions indicated on existing buildings are the exterior wall distances

Bearings based on GPS grid north observation

Dominguez & Assoc.

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Kerrville, Texas 78028
Tel. 830/ 896 6900
Fax 830/ 896 6901



Dominguez & Assoc.
600 Sidney Baker St.
Kerrville, Texas 78028
Tel. 830/ 896 6900
Fax 830/ 896 6901

Drives &
Parking
Exhibit "C"
Sheet 1 of 1

VOL. 1202 PAGE 0063

BZ

Phase I

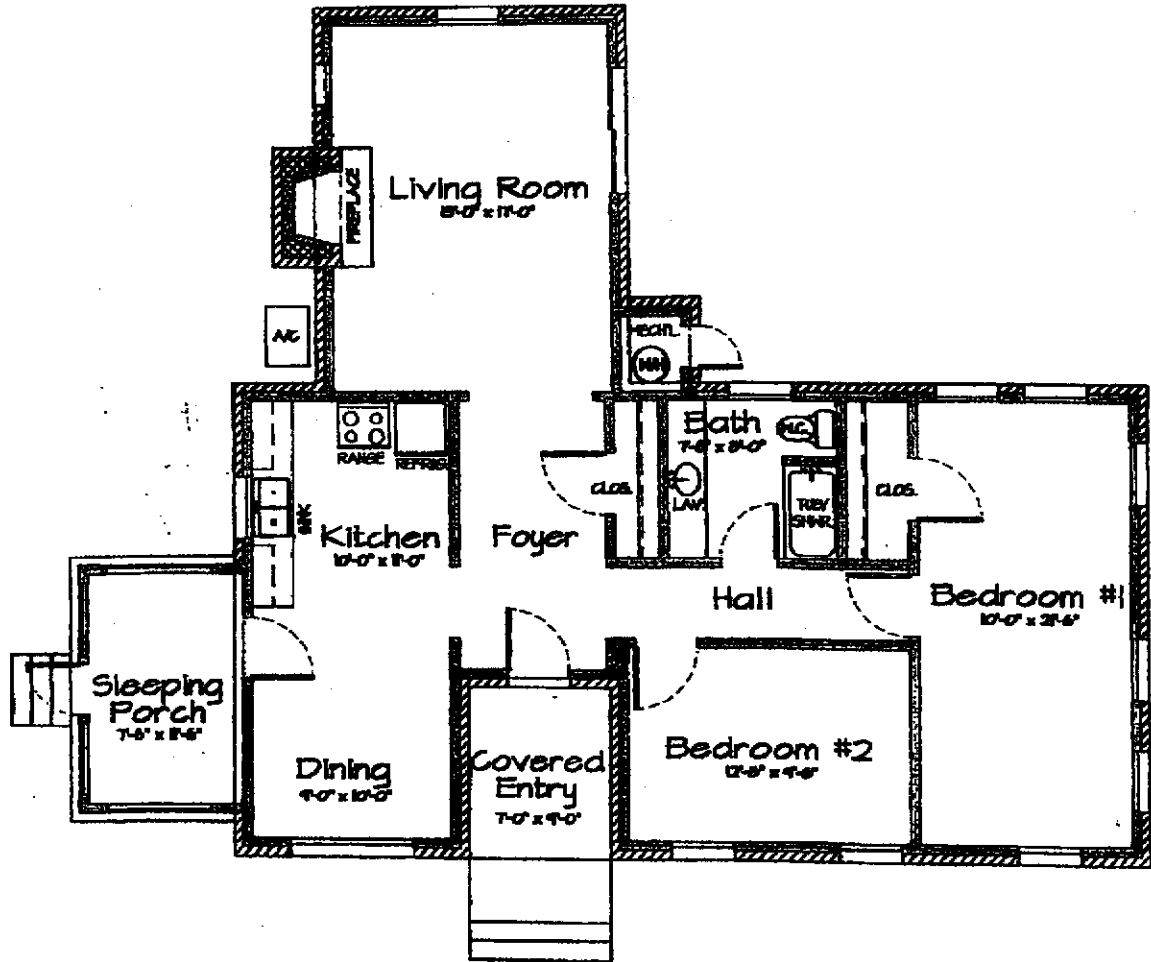
1. Green Acres - Unit 2
2. Wrangler - Unit 3
3. Hi Haven - Unit 8
4. Lone Star - Unit 10
5. Little Bear - Unit 11
6. Wild Flower - Unit 12
7. Ponderosa - Unit 14

Phase II

8. Tree House - Unit 1
9. Pier - Unit 4
10. Chicken Coop - Unit 5
11. Jack & Jill - Unit 6
12. Roost - Unit 9
13. Story Book - Unit 13

Phase III

- Sites 16 - 20
- Sites 21 - 22
- Sites 23 - 27



Floor Plan

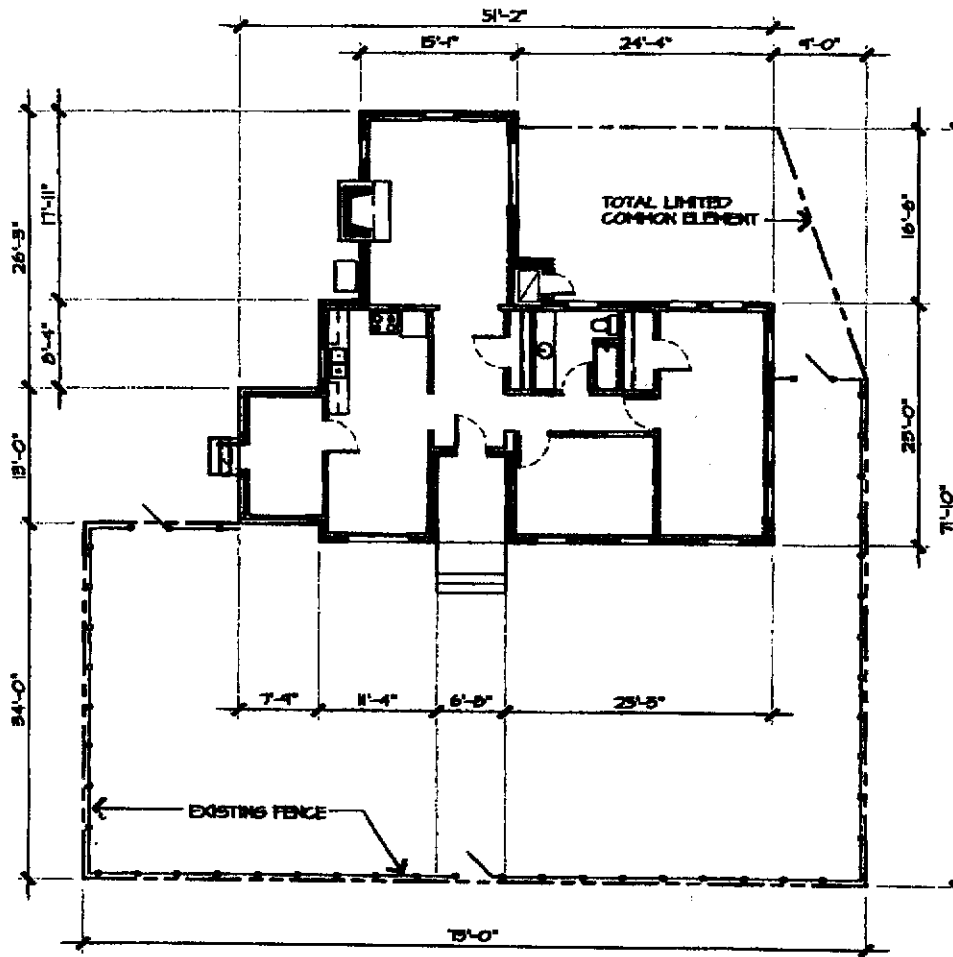
Scale: $1/8" = 1'-0"$

Green Acres - Unit 2

(Sheet 1 of 2)

1,214 sq. ft. (Conditioned Space)

Note: Approximate Room Sizes Shown

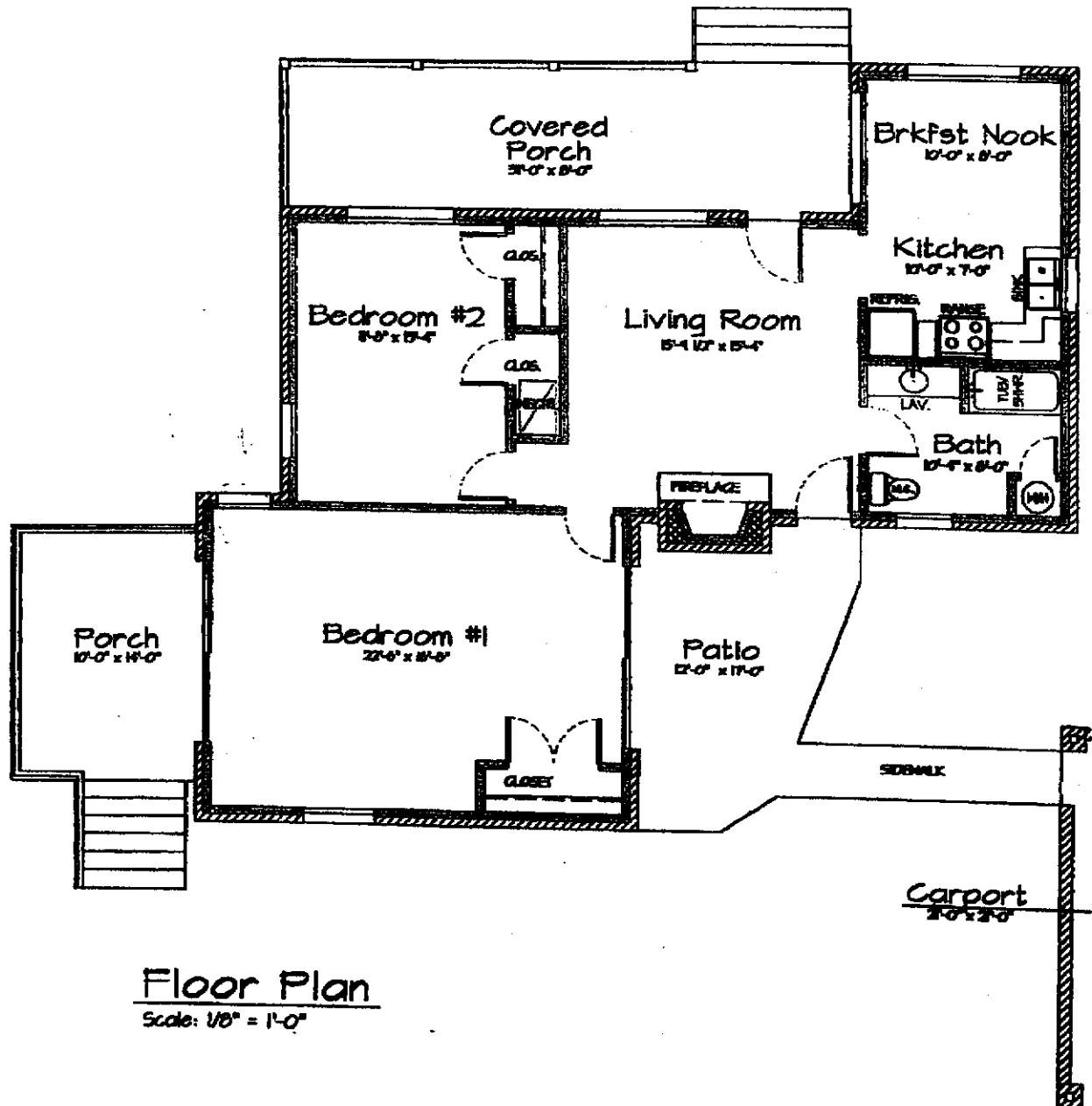


Site Plan

Scale: 1/16" = 1'-0"

Green Acres-Unit 2 (Sheet 2 of 2)

1,214 sq. ft. (Conditioned Space)
 Approximately 2,650 sq. ft. (Fenced Yard)
 Approximately 4,510 sq. ft. (Total Limited Common Element)



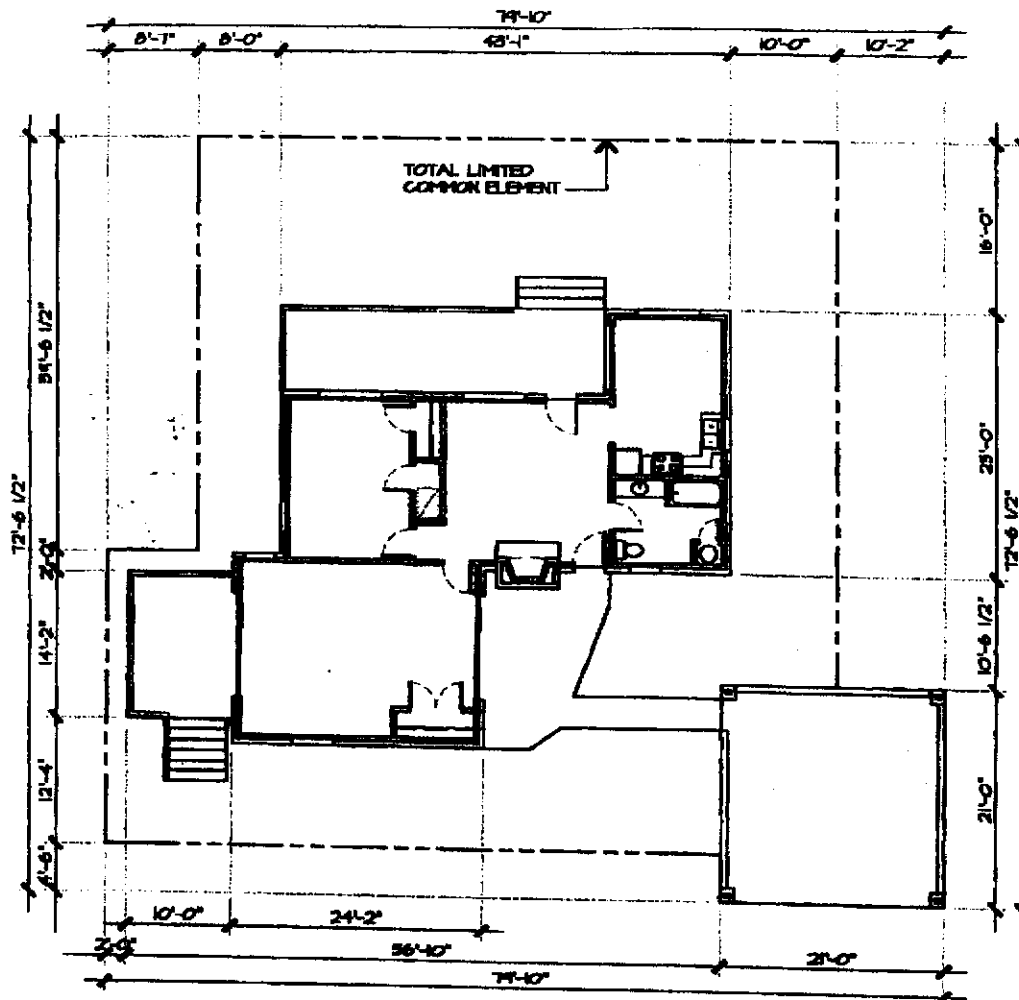
Floor Plan
Scale: 1/8" = 1'-0"

Wrangler - Unit 3

1,245 sq. ft. (Conditioned Space)

(Sheet 1 of 2)

Note: Approximate Room Sizes Shown



Site Plan

Scale: 1/16" = 1'-0"

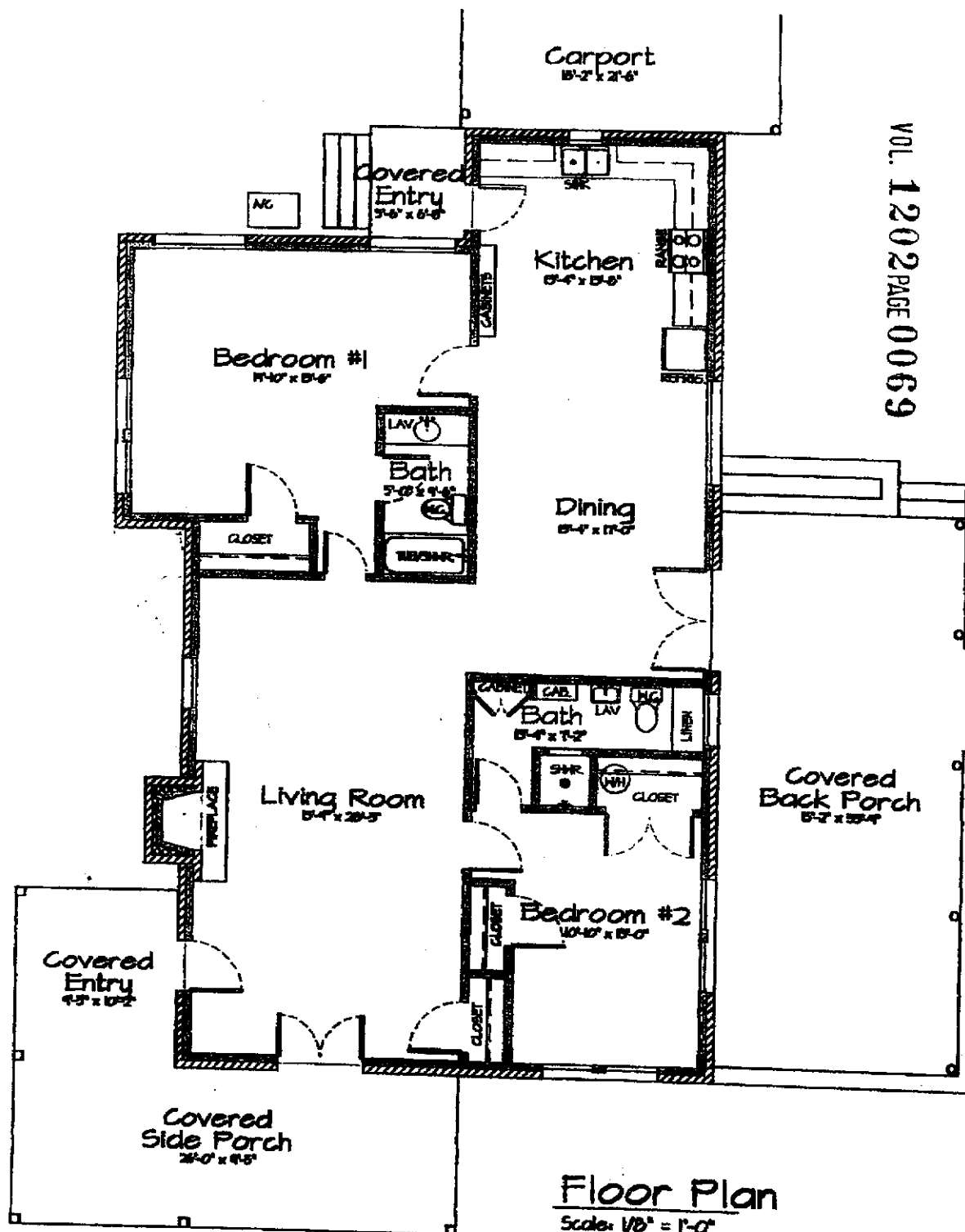
Wrangler - Unit 3

(Sheet 2 of 2)

1,245 sq. ft. (Conditioned Space)

Approximately 446 sq. ft. of Porch/Patio/Garage
Limited Common Element

Approximately 4,660 sq. ft. (Total United Common Element)



Hi Haven - Unit 8

1,700 sq. Ft. (Conditioned Space)

(Sheet 1 of 2)

Note: Approximate Room Sizes Shown

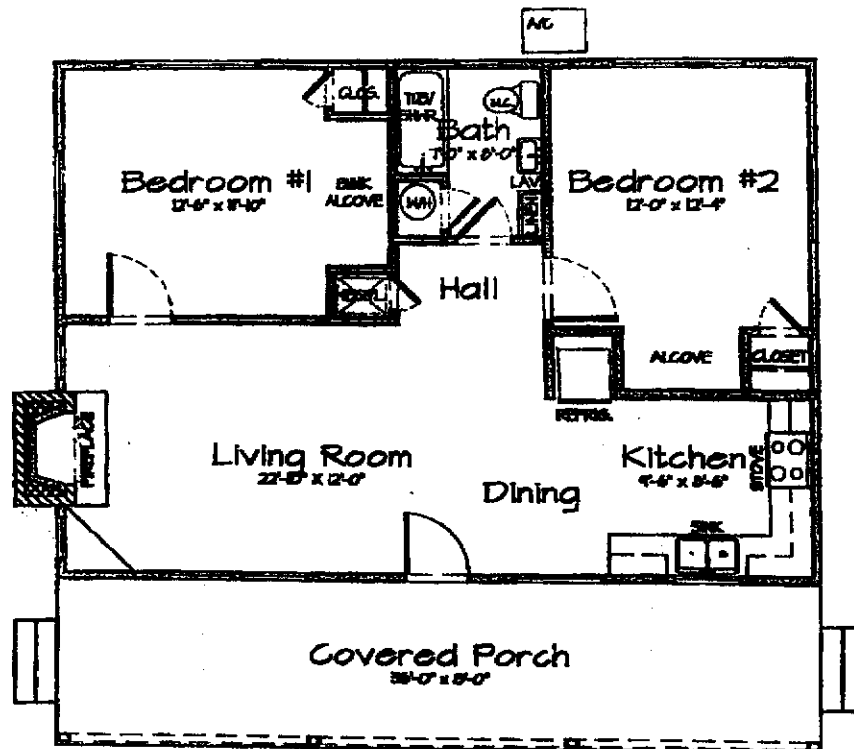


Scale: 1/16" = 1'-0"

(Sheet 2 of 2)

Approximately 1,305 sq. ft. Porch & Garage

Approximately 5,905 sq. ft. (Total Limited Common Element)



Floor Plan

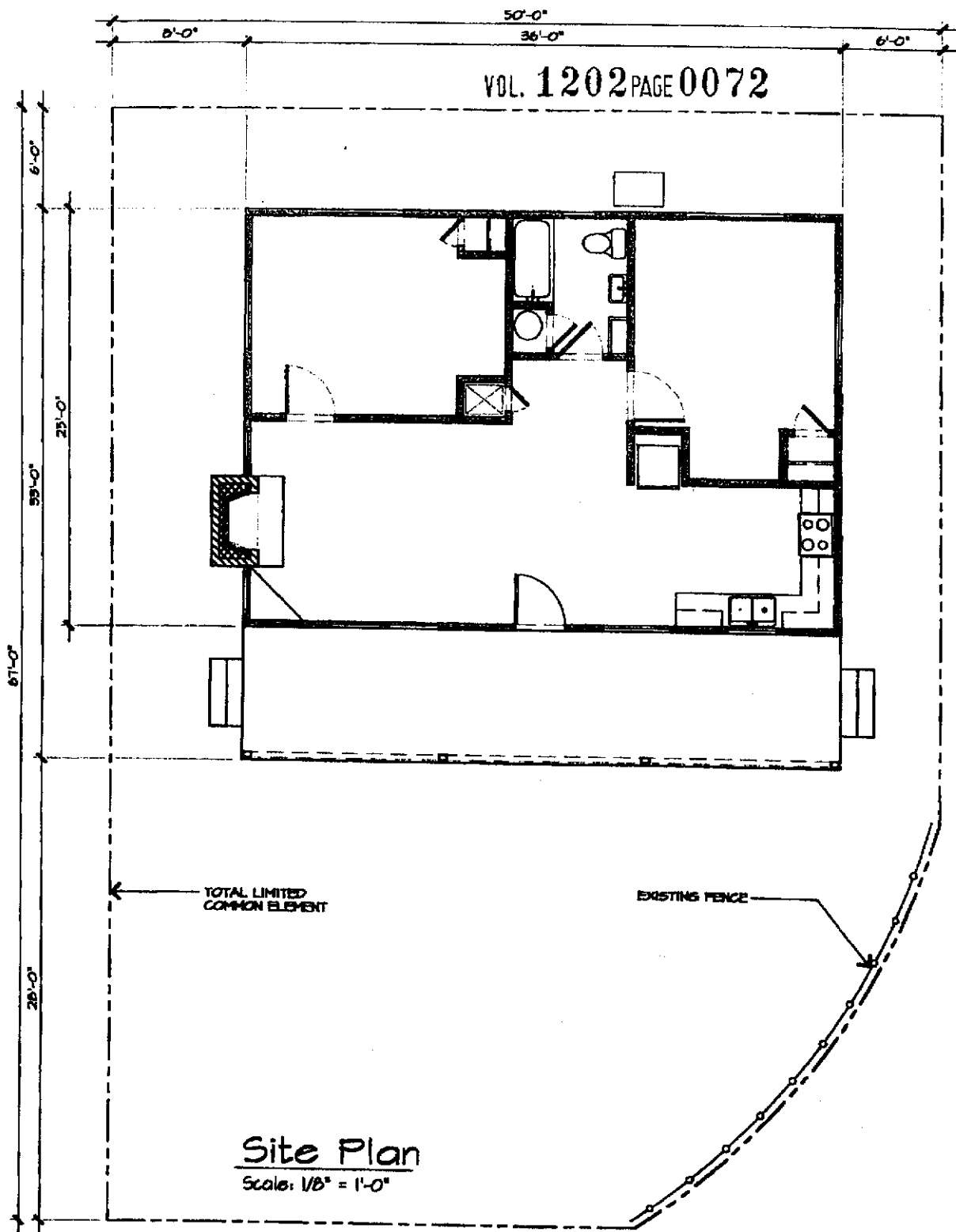
Scale: 1/8" = 1'-0"

Lone Star - Unit 10

900 sq. ft. (Conditioned Space)

(Sheet 1 of 2)

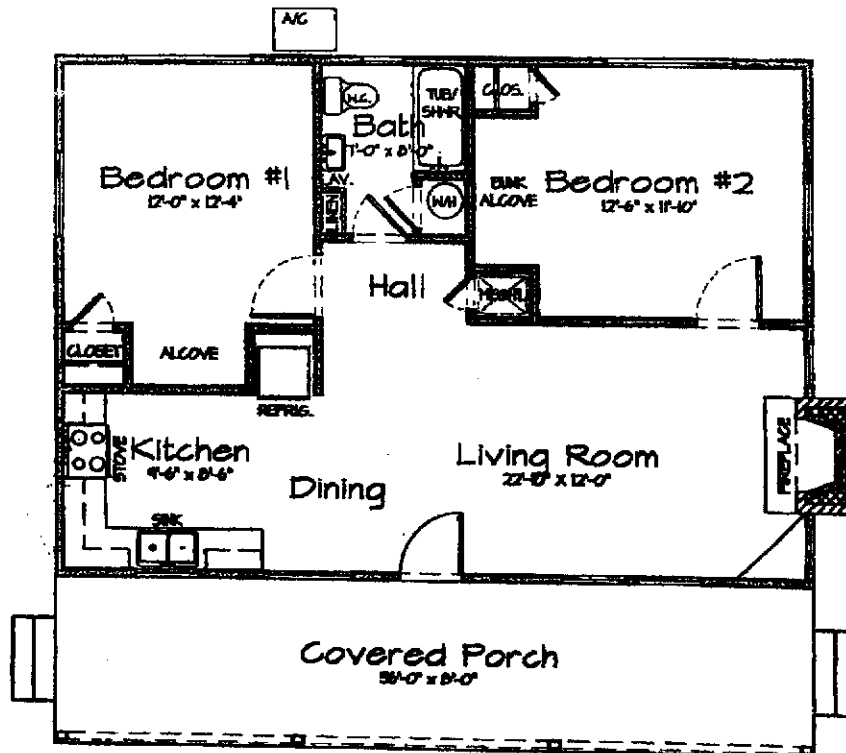
Note: Approximate Room Sizes Shown



Lone Star - Unit 10

(Sheet 2 of 2)

900 sq. ft. (Conditioned Space) 288 sq. ft. (Covered Porch)
Approximately 3,183 sq. ft. (Limited Common Element)



Floor Plan

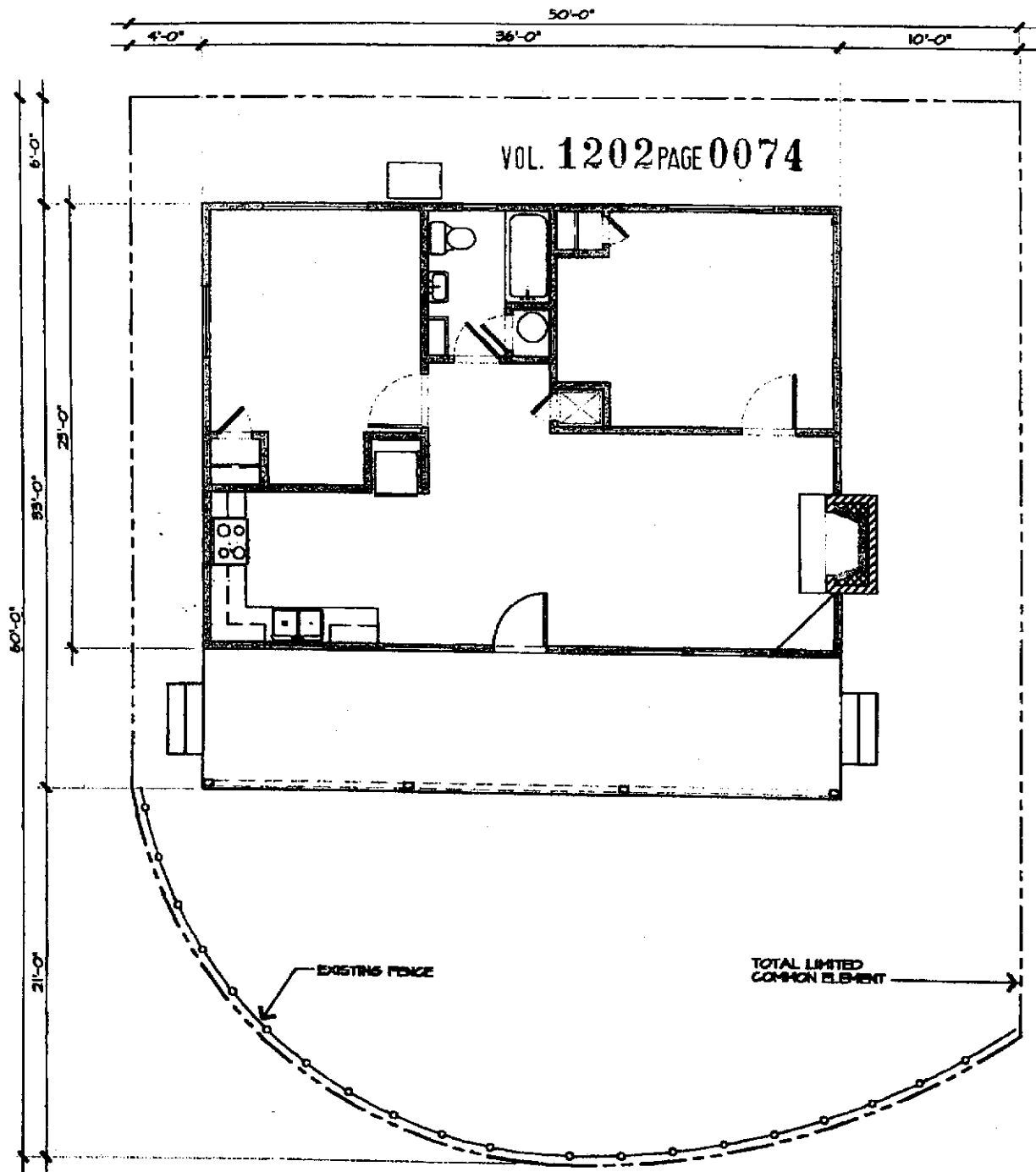
Scale: 1/8" = 1'-0"

Little Bear - Unit 11

400 sq. ft. (Conditioned Space)

(Sheet 1 of 2)

Note: Approximate Room Sizes Shown



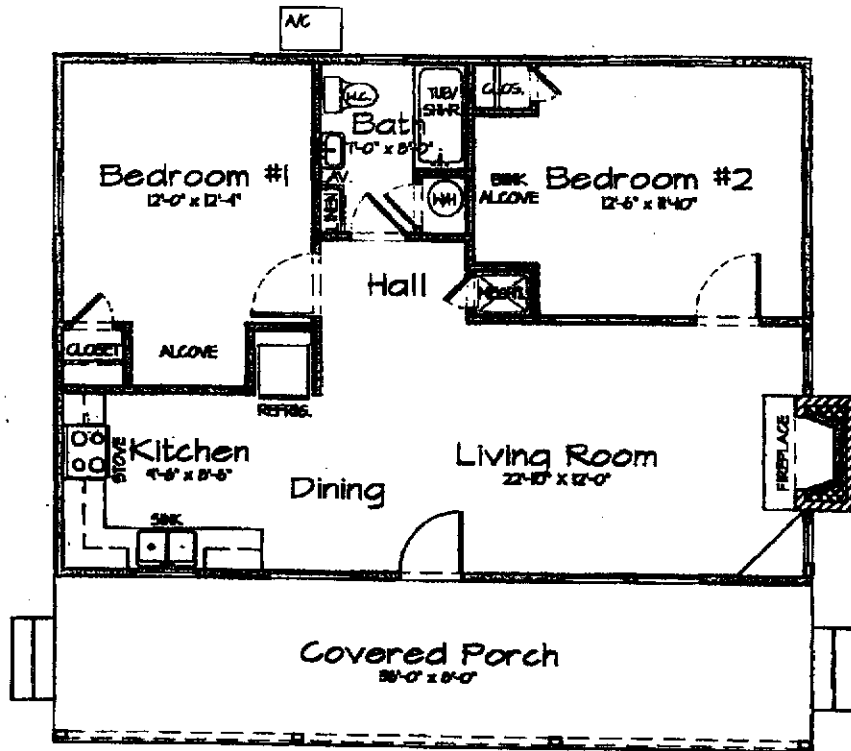
Site Plan

Scale: 1/8" = 1'-0"

Little Bear - Unit 11

(Sheet 2 of 2)

900 sq. ft. (Conditioned Space) 286 sq. ft. (Covered Porch)
 Approximately 2,513 sq. ft. (Total Limited Common Element)



Floor Plan

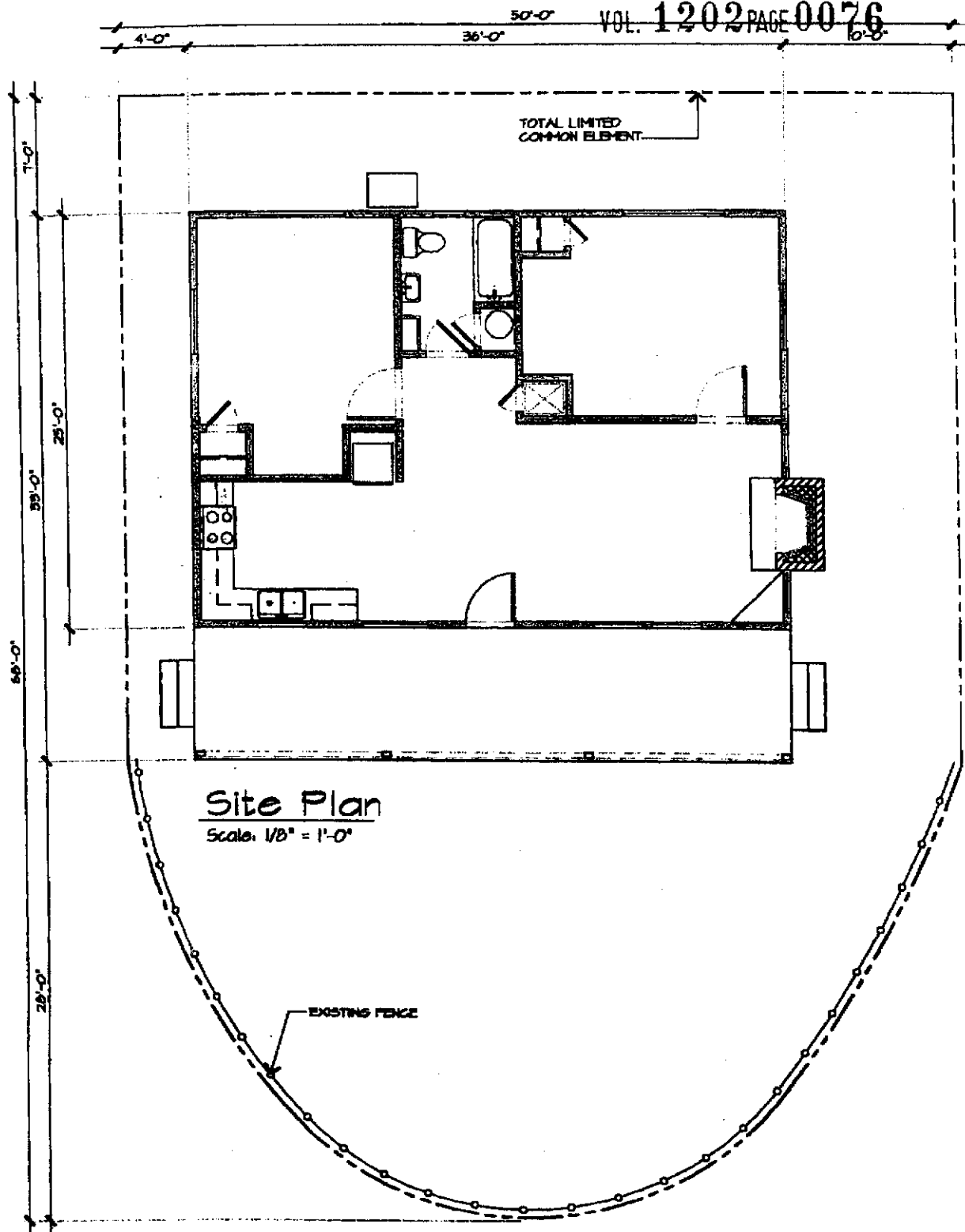
Scale: 1/8" = 1'-0"

Wild Flower - Unit 12

900 sq. ft. (Conditioned Space)

(Sheet 1 of 2)

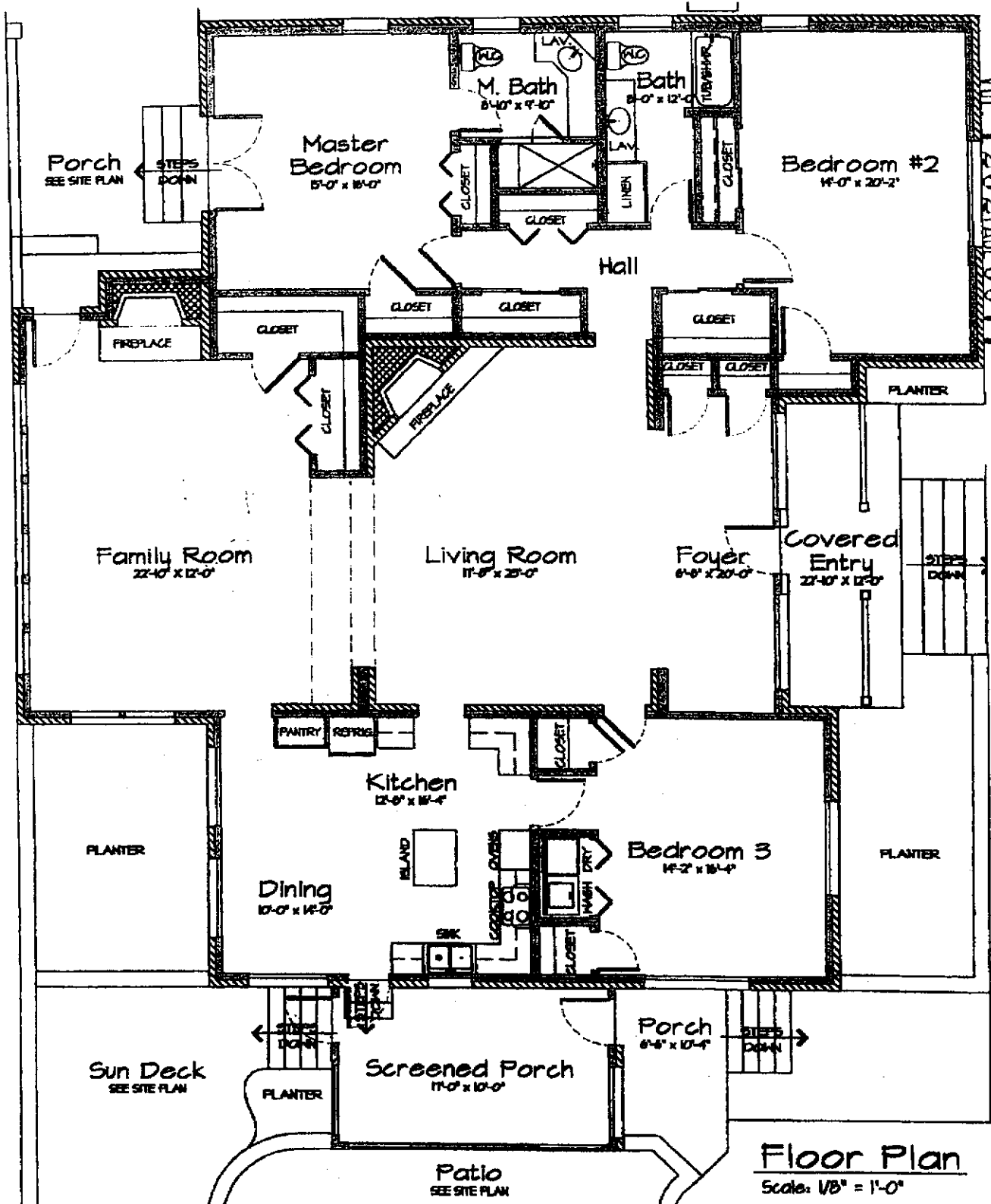
Note: Approximate Room Sizes Shown



Wild Flower - Unit 12

(Sheet 2 of 2)

900 sq. ft. (Conditioned Space) 280 sq. ft. (Covered Porch)
Approximately 3,016 sq. ft. (Total Limited Common Element)

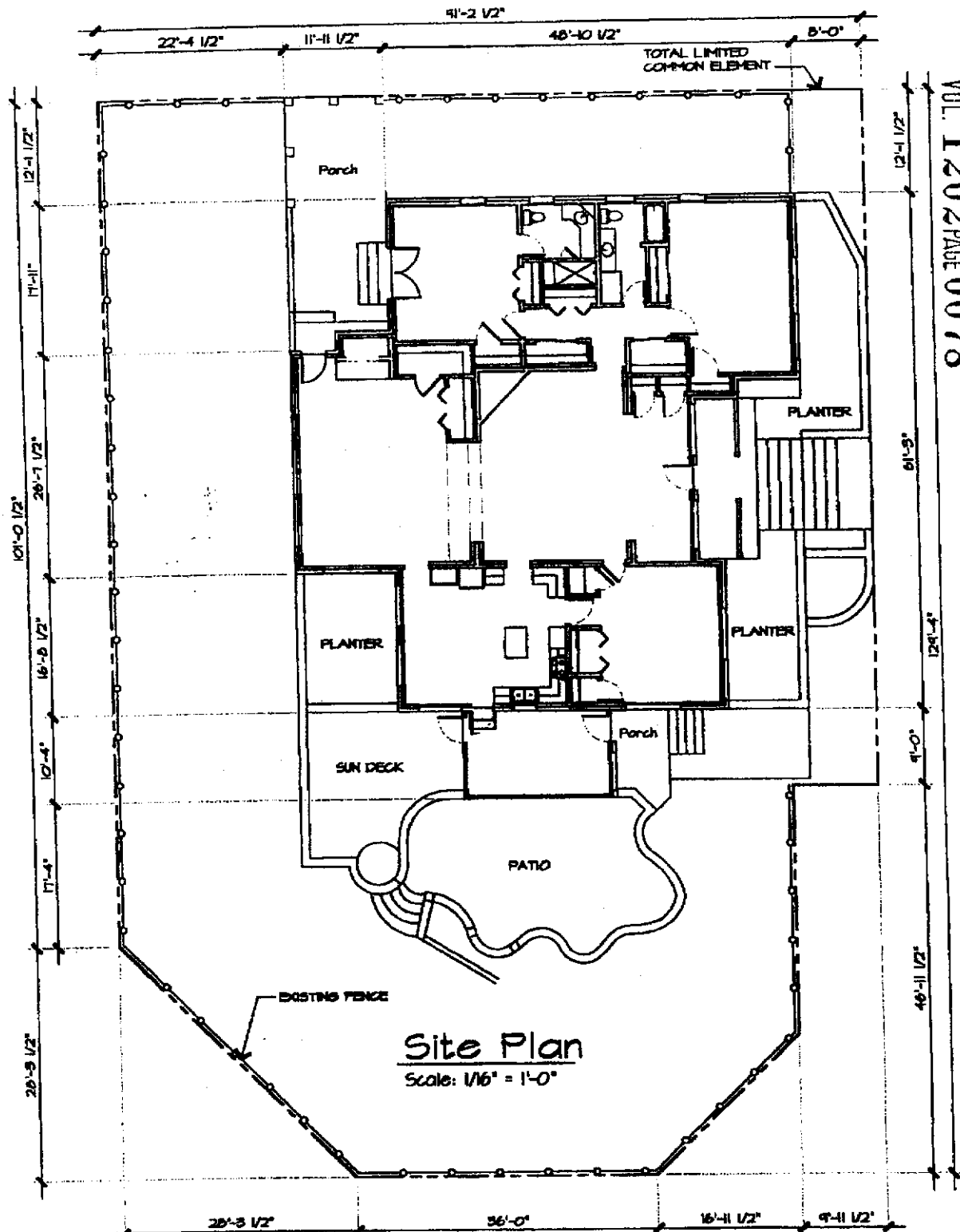


Ponderosa - Unit 14

(Sheet 1 of 2)

2,906sq. Ft. (Conditioned Space)

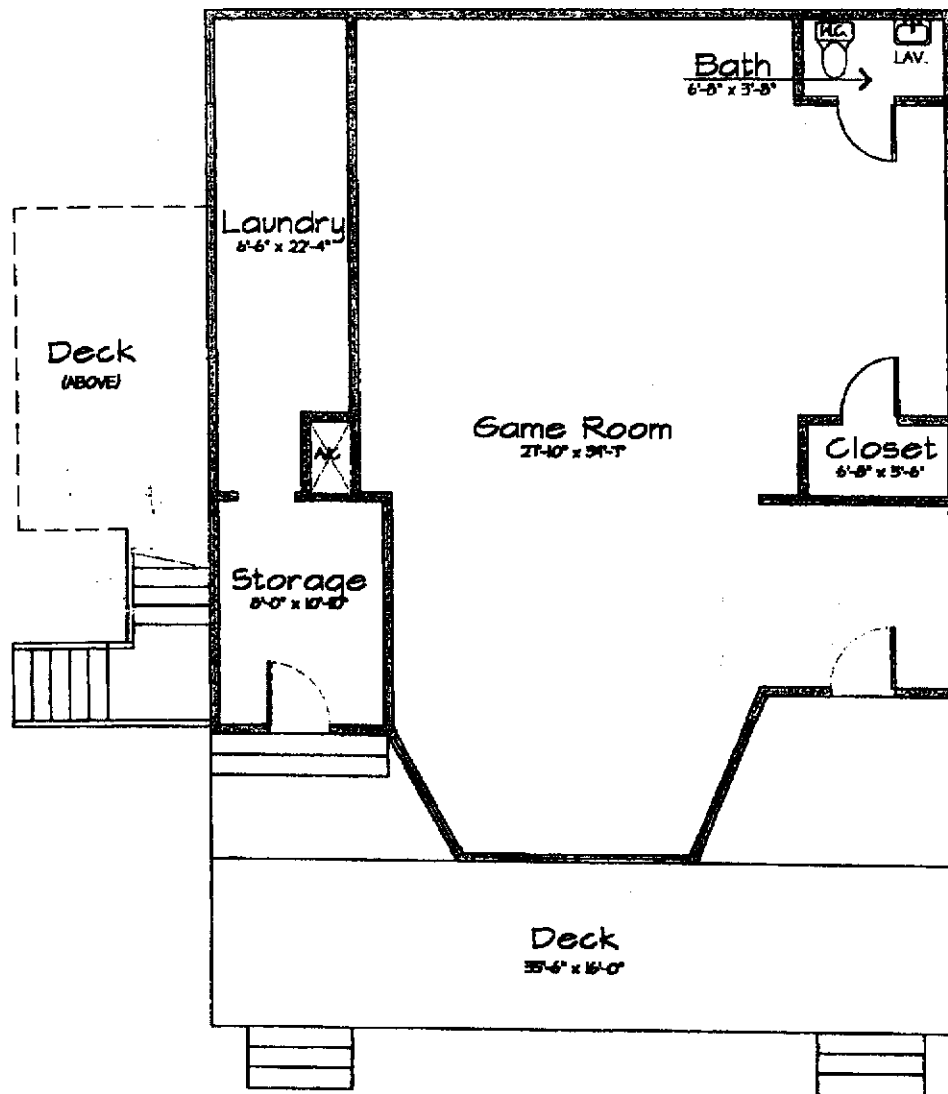
Note: Approximate Room Sizes Shown



Ponderosa - Unit 14

(Sheet 2 of 2)

2,906 sq. ft. (Conditioned Space) 1,460 sq. ft. (Covered Porches & Decks)
Approximately 10,784 sq. ft. (Total Limited Common Element)



1st Floor Plan

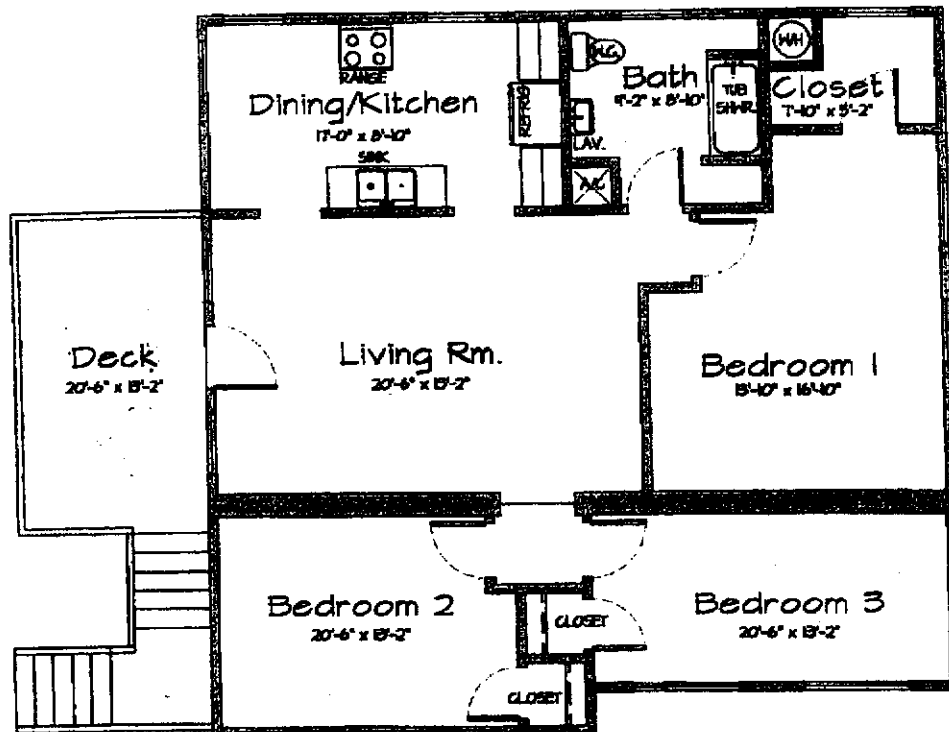
Scale: 1/8" = 1'-0"

Tree House - Unit 1

(Sheet 1 of 3)

1,285 sq. ft. (1st Floor Conditioned Space)
 460 sq. ft. (1st Floor Deck Space)
 2,469 sq. ft. (Total Conditioned Space)

Note: Approximate Room Sizes Shown



2nd Floor Plan

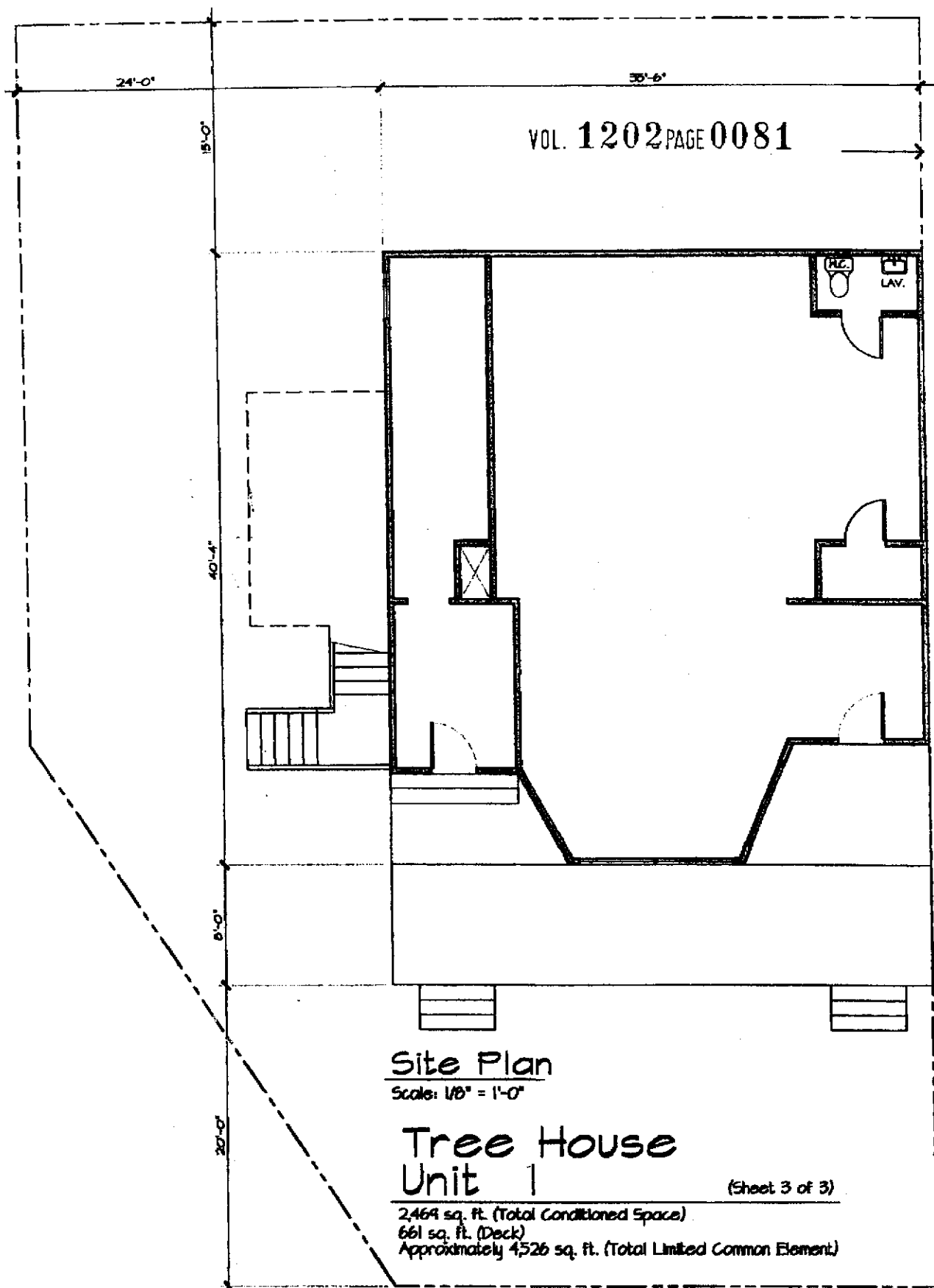
Scale: 1/8" = 1'-0"

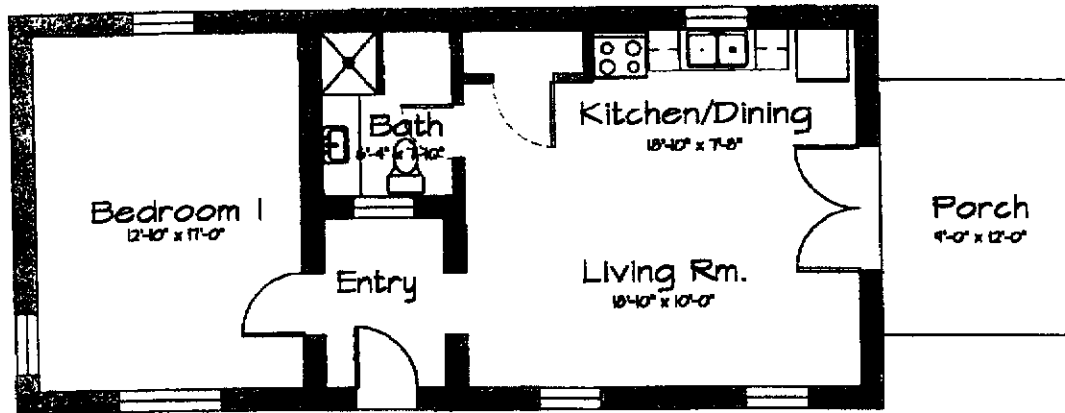
Tree House - Unit 1

(Sheet 2 of 3)

1,184 sq. ft. (2nd Floor Conditioned Space)
 201 sq. ft. (2nd Floor Deck Space)
 2,469 sq. ft. (Total Conditioned Space)

Note: Approximate Room Sizes Shown





Existing Floor Plan

Scale: 1/8" = 1'-0"

The Pier (Existing) - Unit 4

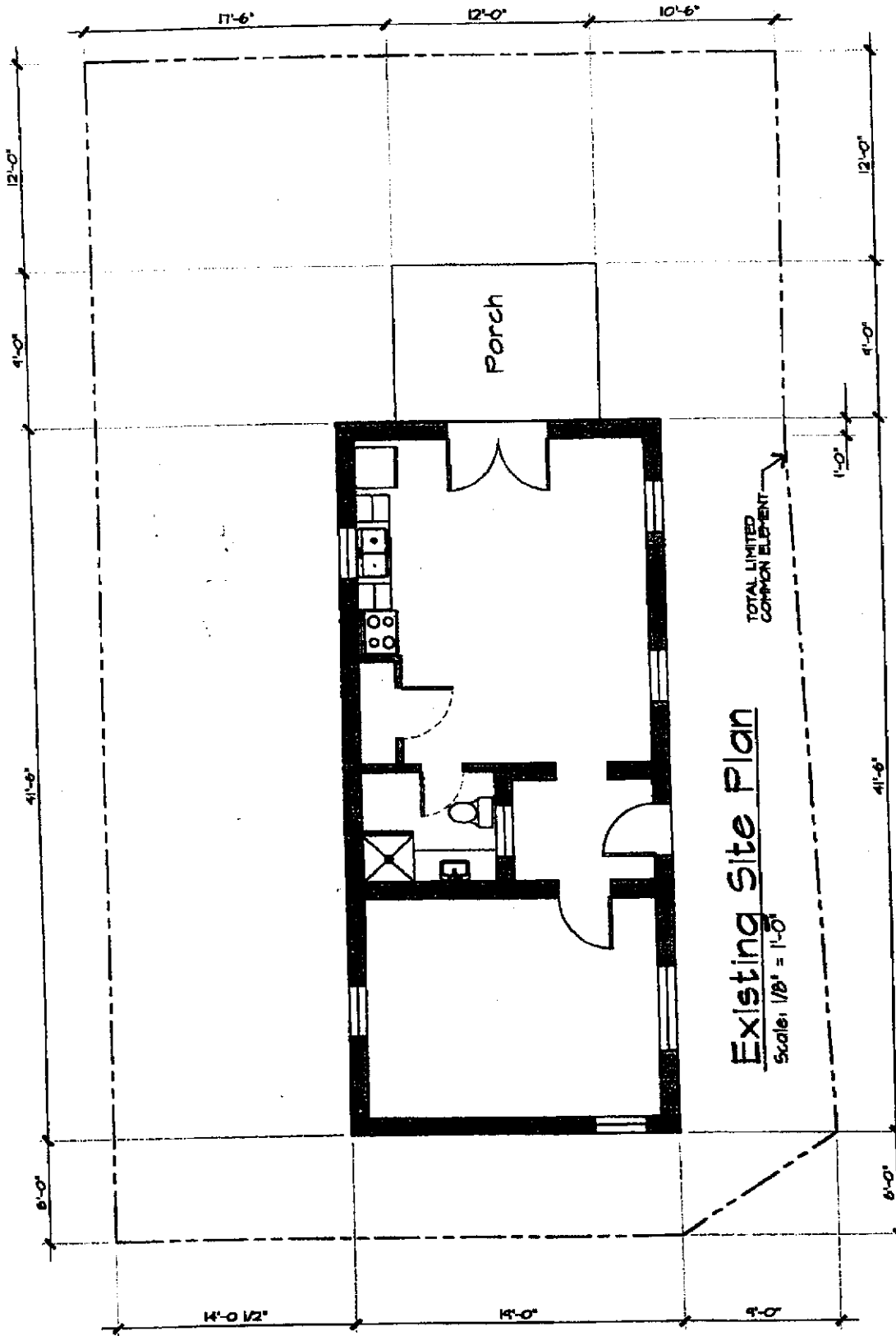
(Sheet 1 of 2)

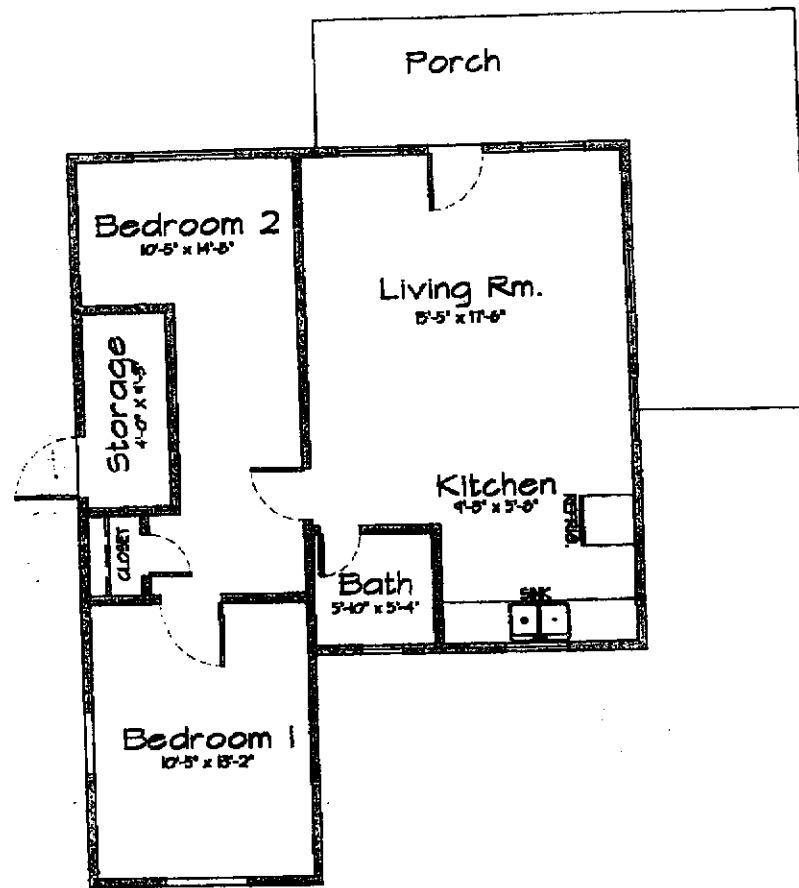
788 sq. ft. (Existing Conditioned Space)
108 sq. ft. (Existing Porch)

Note: Approximate Room Sizes Shown

The Pier (Existing) - Unit 4

700 sq. ft. (Total Existing Conditioned Space)
 100 sq. ft. (Existing Porch)
 Approximately 2,766 sq. ft. (Total Limited Common Element)





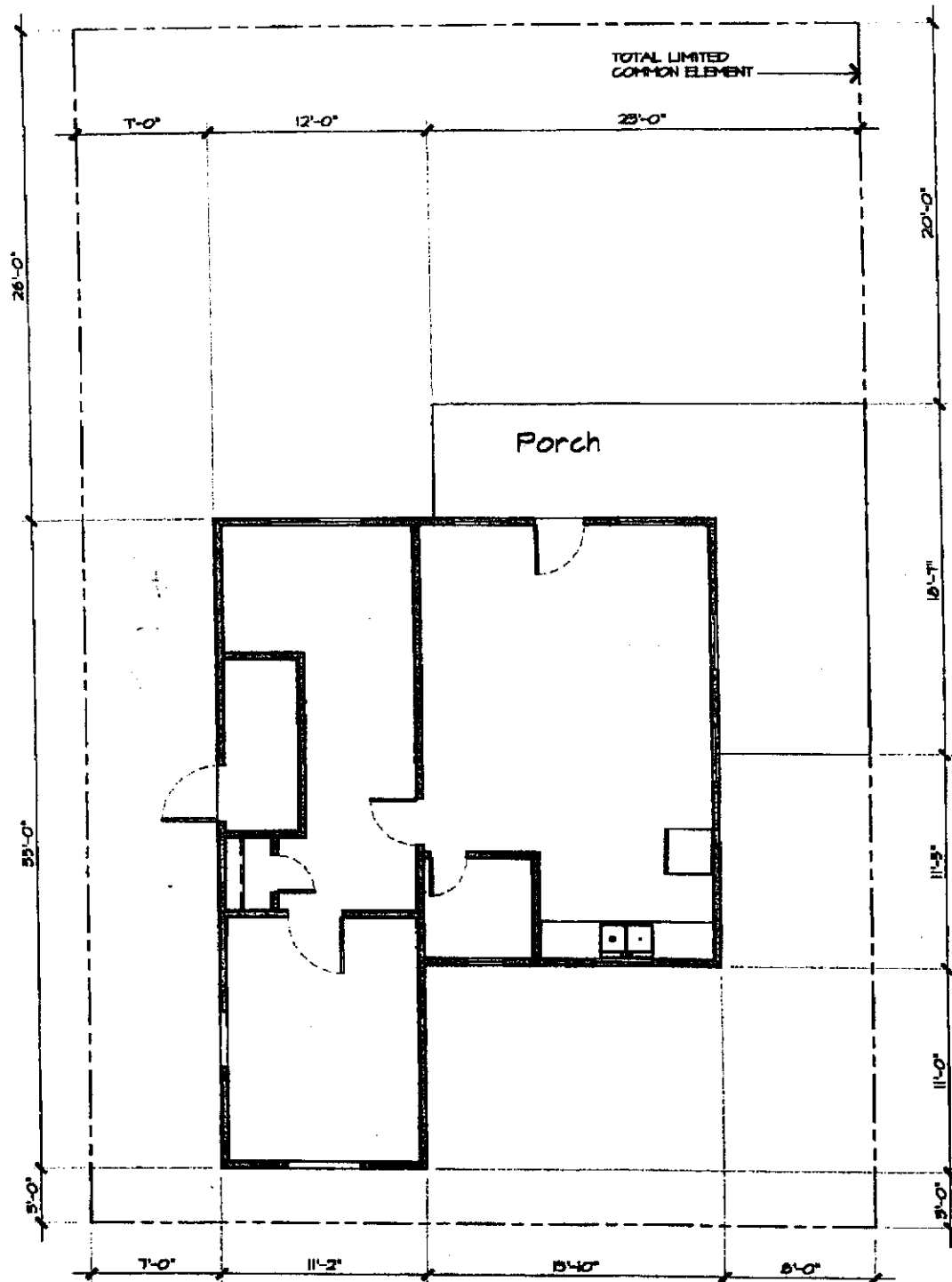
Existing Floor Plan

Scale: 1/8" = 1'-0"

Chicken Coop (Existing) - Unit 5 (Sheet 1 of 2)

710 sq. ft. (Existing Conditioned Space)
239 sq. ft. (Existing Porch)

Note: Approximate Room Sizes Shown



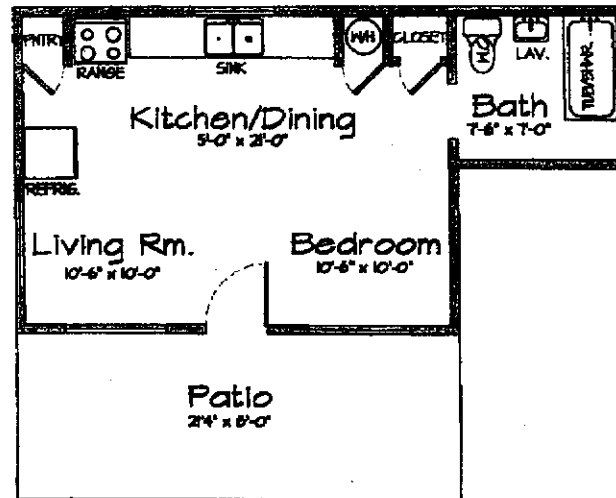
Existing Site Plan

Scale: 1/8" = 1'-0"

Chicken Coop (Existing) - Unit 5

(Sheet 2 of 2)

710 sq. ft. (Total Conditioned Space)
 239 sq. ft. (Patio)
 Approximately 2,688 sq. ft. (Total Limited Common Element)



Existing Floor Plan

Scale: 1/8" = 1'-0"

Jack & Jill (Existing) - Unit 6 (Sheet 1 of 2)

392 sq. ft. (Existing Conditioned Space)
171 sq. ft. (Existing Patio)

Note: Approximate Room Sizes Shown

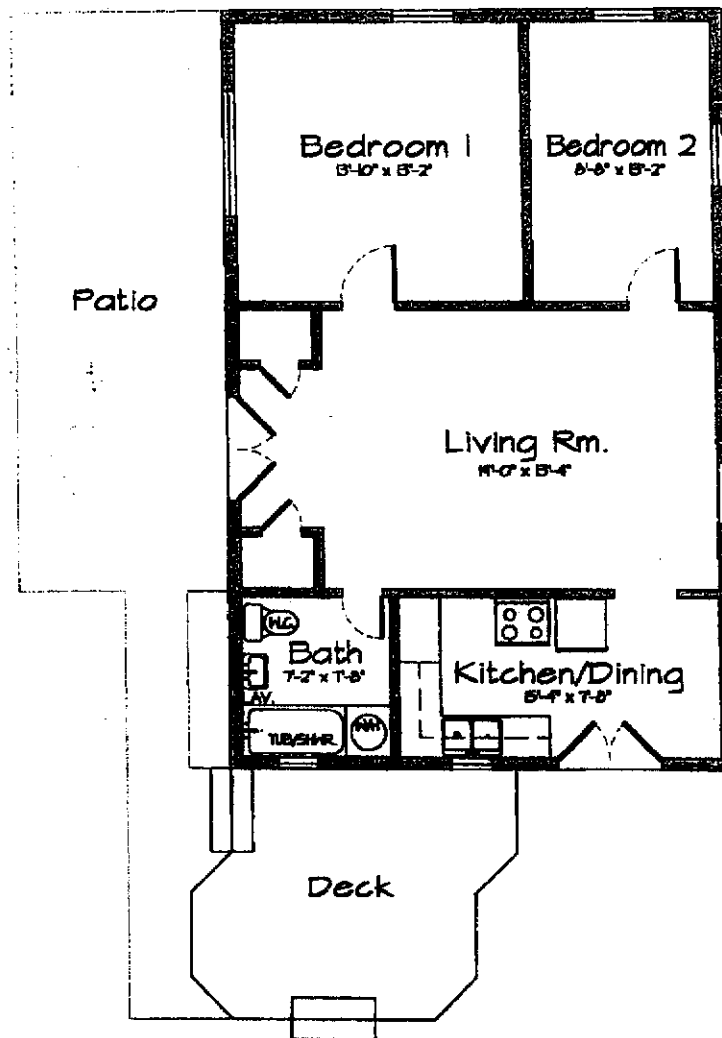


(Sheet 2 of 2)

392 sq. ft. (Total Conditioned Space)

71 sq. ft. (Patio)

Approximately 2,763 sq. ft. (Total Limited Common Element)



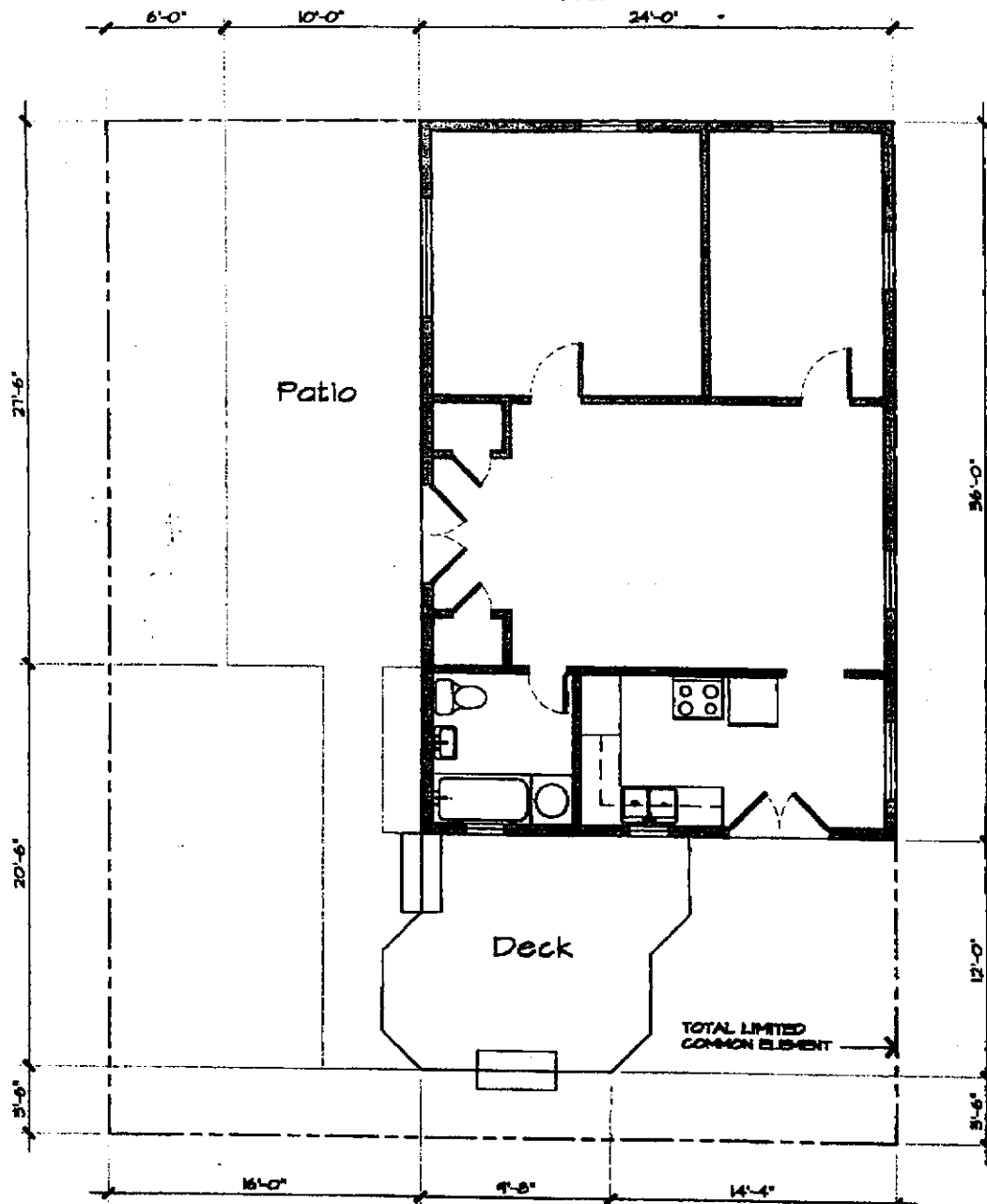
Existing Floor Plan

Scale: 1/8" = 1'-0"

The Roost (Existing) - Unit 9 (Sheet 1 of 2)

864 sq. ft. (Existing Conditioned Space)
509 sq. ft. (Porch & Patio)

Note: Approximate Room Sizes Shown



Existing Site Plan

Scale: 1/8" = 1'-0"

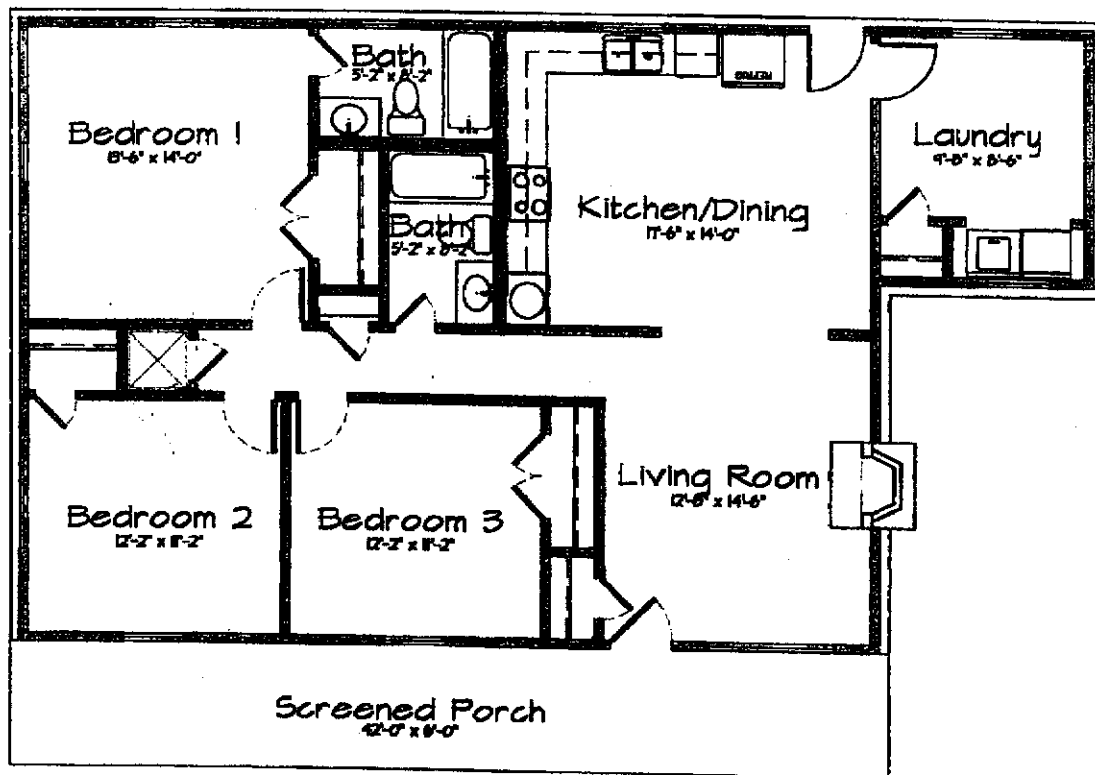
The Roost (Existing) - Unit 9

(Sheet 2 of 2)

864 sq. ft. (Existing Conditioned Space)

509 sq. ft. (Porch & Patio)

Approximately 2,060 sq. ft. (Total Limited Common Element)



Existing Floor Plan

Scale: 1/8" = 1'-0"

Storybook (Existing) - Unit 13

(Sheet 1 of 2)

1,335 sq. ft. (Existing Conditioned Space)
252 sq. ft. (Existing Porch)

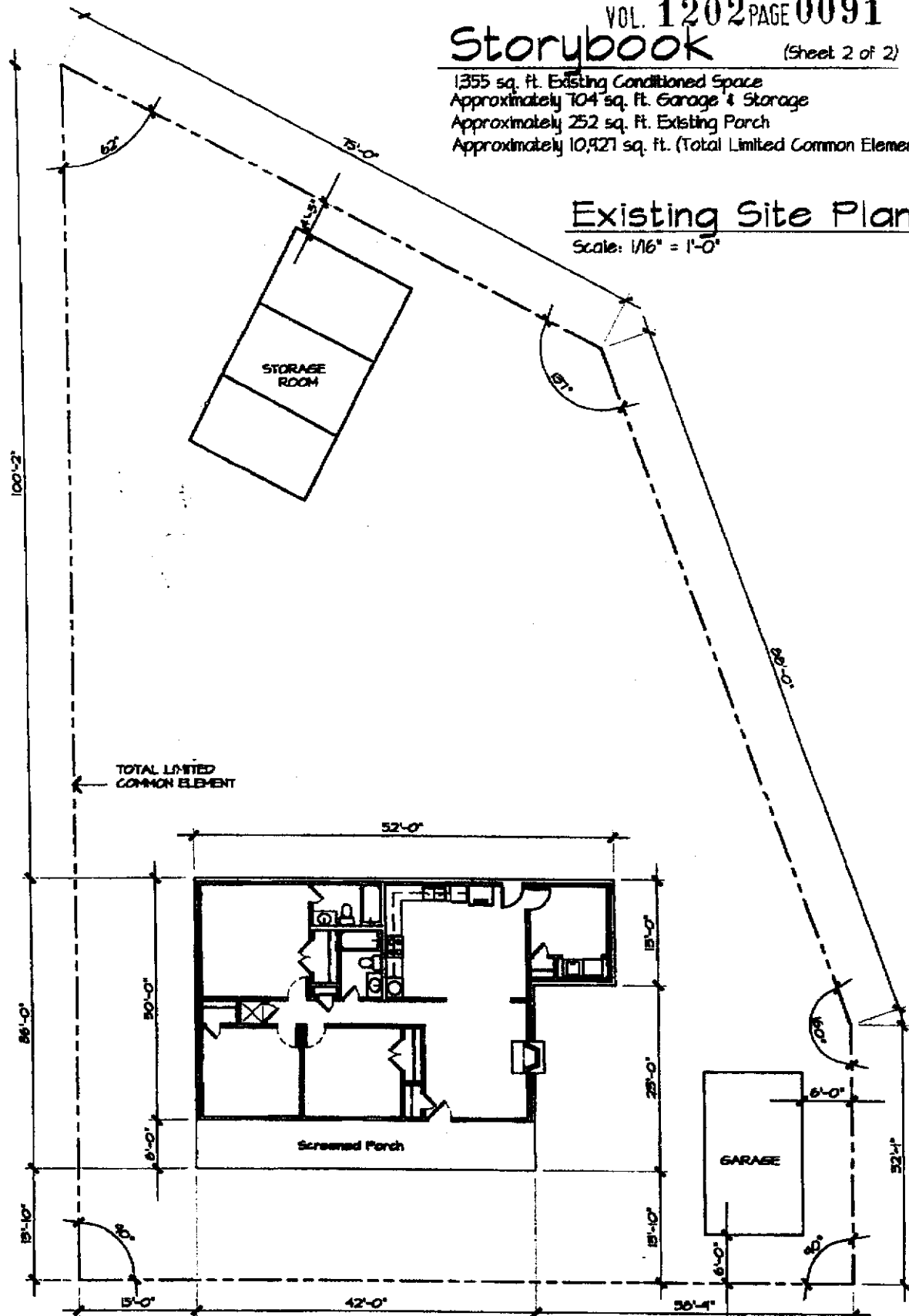
Note: Approximate Room Sizes Shown

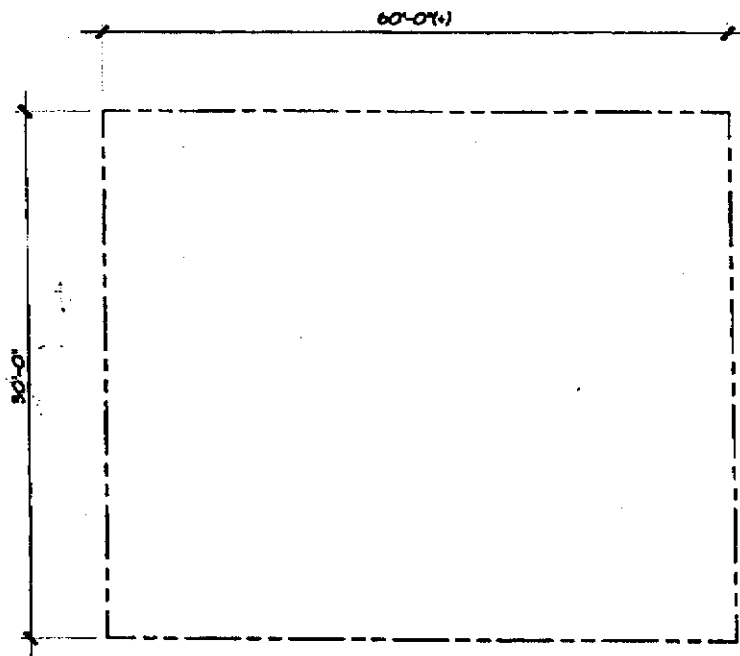
VOL. 1202 PAGE 0091
Storybook (Sheet 2 of 2)

1,355 sq. ft. Existing Conditioned Space
 Approximately 704 sq. ft. Garage & Storage
 Approximately 252 sq. ft. Existing Porch
 Approximately 10,421 sq. ft. (Total Limited Common Element)

Existing Site Plan

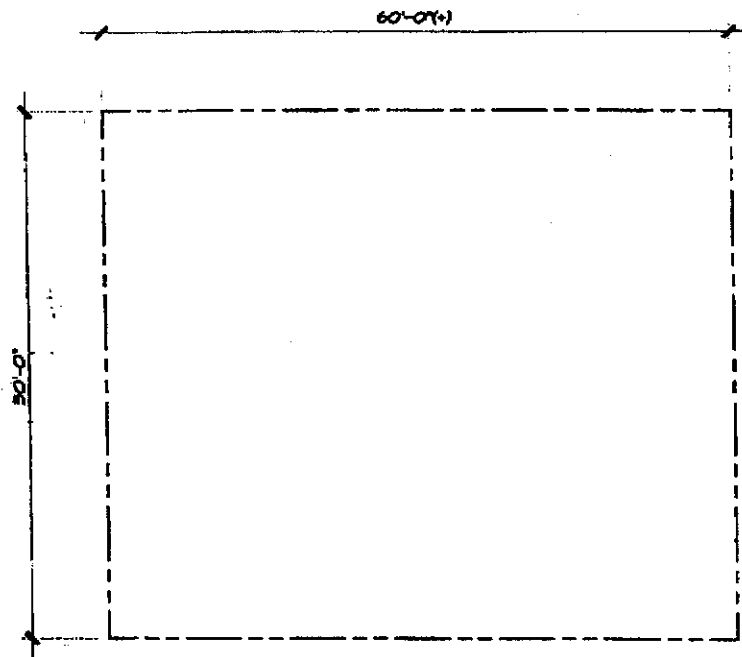
Scale: 1/16" = 1'-0"





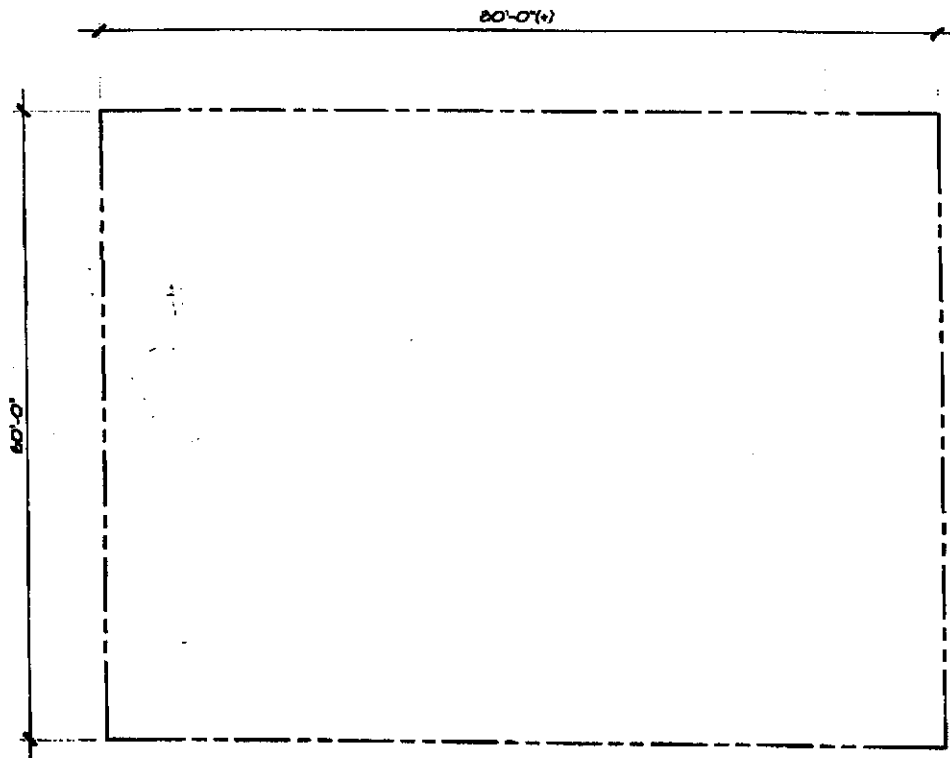
Plan View
Scale: 1/16" = 1'-0"

Building Envelopes - Sites 16 thru 20
3,000 to 3,600 sq. ft. (Building Envelope)



Plan View
Scale: 1/8" = 1'-0"

Building Envelopes - Sites 21 & 22
3,000 to 3,400 Sq. Ft. (Building Envelope)



Plan View
Scale: 1/8" = 1'-0"

Building Envelopes - Sites 23 thru 27
4,800 to 4,600 sq. ft. (Building Envelope)

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C

EXHIBIT C
MAINTENANCE ASSESSMENTS FOR UNITS

PHASE I	Approximate Living Space (Sq. Ft.)	Carport, Patios, Porches, Decks (Sq. Ft.)	Total Limited Common Element (Sq. Ft.)	Approximate Assessment Percentage
Unit # 2 Green Acres (CL 2)	1214	2650	4,510	8.21
Unit # 3 The Wrangler (CL 2)	1245	1481	4,660	8.21
Unit # 8 Hi Haven (CL 3)	1705	1748	5,905	9.84
Unit # 10 Lone Star (CL 1)	900	288	3,183	6.55
Unit # 11 Little Bear (CL 1)	900	288	2,813	6.55
Unit # 12 Wildflower (CL 1)	900	188	3,016	6.55
Unit # 14 Ponderosa (CL 3)	2906	1400	10,784	9.84

PHASE II

Unit # 1 Treehouse (CL 2)	2415	967	4,526	8.21
Unit # 4 The Pier (CL 1)	788	108	2,766	6.55
Unit # 5 Chicken Coop (CL 1)	710	90	2,688	6.55
Unit # 6 Jack & Jill (CL 1)	392	171	2,763	6.55
Unit # 9 The Roost (CL 1)	864	500	2,060	6.55
Unit # 13 Storybook (CL 3)	1335	984	10,927	9.84

100.0 %

PHASE III

Pads # 16-20 (Probably CL 1)	~900-1300	Not known	3000- 3600	
Pads # 21-22 (Probably CL 2)	~1200-1600	Not known	3000- 4800	
Pads 23-27 (Probably CL 3)	~1600-2500		4800- 9600	

Class # 1 (CL 1) - 1.0 x unit
 Class # 2 (CL 2) - 1.25 x unit
 Class # 3 (CL 3) - 1.50 x unit

13 Cabins Total = 15.25

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D



VOL. 1202 PAGE 0098

Office of the Secretary of State

CERTIFICATE OF INCORPORATION
OF

RODDY TREE RANCH HOMEOWNERS ASSOCIATION, INC.
Filing Number: 800099284

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Incorporation for the above named corporation have been received in this office and have been found to conform to law.

Accordingly, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Incorporation.

Issuance of this Certificate of Incorporation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/01/2002

Effective: 07/01/2002



Gwyn Shea

Gwyn Shea
Secretary of State

FILED
in the Office of the
Secretary of State of Texas

JUL 01 2002

ARTICLES OF INCORPORATION
OF
RODDY TREE RANCH HOMEOWNERS ASSOCIATION, INC.

Corporations Section

ARTICLE ONE: NAME

The name of the corporation is "RODDY TREE RANCH HOMEOWNERS ASSOCIATION, INC."

ARTICLE TWO: NON-PROFIT

The corporation is a non-profit corporation.

ARTICLE THREE: DURATION

The period of its duration is perpetual.

ARTICLE FOUR: PURPOSES

The purpose or purposes for which the Association is organized are to represent the interests of members of the Condominium Association relating to the Roddy Tree Ranch project in Kerr County, Texas in accordance with the Declaration of Covenants, Conditions and Restrictions for the Roddy Tree Ranch Condominiums. In the case of any conflict between the Declaration and these Articles of Incorporation, the Declaration shall control.

ARTICLE FIVE: MEMBERSHIP

The corporation shall be a membership corporation. The qualifications for membership and rights, duties and obligations of members shall be contained in the Bylaws of the corporation.

ARTICLE SIX: REGISTERED AGENT AND OFFICE

The name of its initial registered agent is James B. Gambrell and the street address of the initial registered office of the corporation is 3801 Cima Serena Dr, Austin, Texas 78759.

ARTICLE SEVEN: BOARD OF DIRECTORS

The business and affairs of the corporation shall be managed by a Board of Directors in which shall reside all rights, powers, authority and responsibility with respect to the management and affairs of the corporation. The initial Board shall consist of:

James B. Gambrell
3801 Cima Serena Dr.
Austin, Texas 78759

Helen R. Gambrell
3801 Cima Serena Dr.
Austin, Texas 78759

Gretchen Asbury
Roddy Tree Ranch
P.O. Box 820
Hunt, Texas 78024

The Board of Directors of the corporation shall, after the corporate charter has been issued, be elected pursuant to the Bylaws of the corporation at the first meeting of the general partnership.

ARTICLE EIGHT: INDEMNIFICATION

The corporation shall indemnify any director or officer or former director or officer of the corporation for expenses and cost (including attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against the director or officer, by action in court or otherwise, by reason of being or having been the director or officer, except in relation to matters as to which the officer or director is guilty of gross negligence or willful misconduct in respect of the matter in which indemnity is sought.

ARTICLE NINE: LIMITED LIABILITY

The members of the Board of Directors, the officers of the corporation, and committee members of the Association shall not be liable to any member or any person claiming by or through any member for any act or omission of the director or officer in the performance of his duties unless the director's or officer's act or omission is (1) breach of a duty of loyalty the corporation or its members, (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of law, (3) a transaction from which a director or officer receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of the person's office, or (4) an act or omission for which the liability of the director is expressly provided for by a statute. The corporation shall indemnify all such directors and officers from all claims demands, actions and proceedings and any expenses in connection therewith except if the director or officer has acted in violation of the foregoing. The Board of Directors may purchase (but is not requested to purchase) directors and officers liability insurance.

ARTICLE TEN: IRS EXEMPTION

The business and affairs of this corporation shall always be conducted so that the corporation does not exercise any power or engage directly or indirectly in any activity that would invalidate its status as a corporation which is exempt from federal income taxation under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended.

ARTICLE ELEVEN: DISSOLUTION

In the event of dissolution of the corporation, the assets of the corporation shall belong to the members of the corporation at the time of dissolution, prorata according to the respective members' percentage ownership of common area of the Roddy Tree Ranch project in Kerr County, Texas.

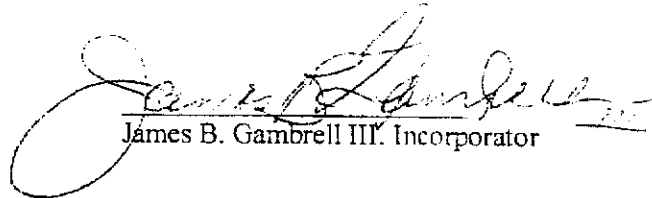
ARTICLE TWELVE: INCORPORATOR

The Incorporator for the corporation is

James B. Gambrell III
3801 Cima Serena Dr.
Austin, Texas 78759

Dated: July 1, 2002.

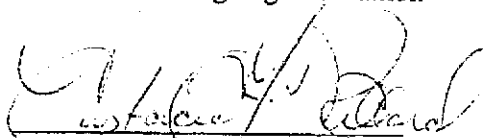
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James B. Gambrell III, Incorporator

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on this 1st day of July, 2002, by James B. Gambrell III, Incorporator, who after being duly sworn, states that the foregoing information is true and correct.




Notary Public in and for the
State of Texas

My Commission Expires:

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E

EXHIBIT "E"

BYLAWS

OF

RODDY TREE RANCH HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1.

INTRODUCTION

1.1 Purpose of Bylaws. These Bylaws provide for the governance of the condominium known as Roddy Tree Ranch Homeowners Association, Inc. located in Kerr County, Texas, subject to and more fully described in the Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums recorded in the Official Public Records of Kerr County, Texas (the "Declaration").

1.2 Parties to Bylaws. All present or future unit owners and all other persons who use or occupy the condominium in any manner are subject to these bylaws and the other governing documents as defined below. The mere acquisition or occupancy of a unit will signify that these bylaws are accepted, ratified, and will be strictly followed.

1.3 Definitions. Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Section 82.003 of the Texas Uniform Condominium Act ("TUCA") shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

a. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums.

b. "Director" means a director of the Association.

c. "Governing documents" means, collectively, the Declaration, these Bylaws, the Articles of Incorporation of the Association, and the Rules and Regulations of the Association, as any of these may be amended from time to time.

d. "Majority" means more than fifty percent (50%).

e. "Member" means a member of the Association, each member being a unit owner, unless the context indicates that member means a member of the board of directors or a member of a committee of the Association.

f. "Officer" means an officer of the Association. "President," "Secretary," "Treasurer," and "Vice-President" mean, respectively, the present, secretary and treasurer of the Association.

g. "Resident" means the occupant of a unit, whether or not such occupant is a unit owner.

1.4 Nonprofit Purpose. The Association is not organized for profit.

1.5 Compensation. A director, officer, member or resident shall not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, member or resident; provided, however:

a. that reasonable compensation may be paid to a director, officer, member or resident for services rendered to the Association;

b. that a director, officer, member or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the board; and

c. that this provision does not apply to distributions to unit owners permitted or required by the declaration or TUCA.

1.6 General Powers and Duties. The Association, acting through the board, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the condominium as may be required or permitted by the governing documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the governing documents.

ARTICLE 2.

BOARD OF DIRECTORS

2.1 Number and Term of Office. The board shall consist of three (3) persons. Upon election, each director shall serve a term of three (3) years. A director shall be elected every third year. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his/her successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but shall not be less than three (3) and preferably five (5).

2.2 Qualification. No person shall be eligible for election or appointment to the board unless such person is a member.

EXAMPLES OF QUALIFICATION PROVISIONS

2.2.1. Entity Member. If a unit is owned by a legal entity, such as a partnership or corporation, any officer, partner or employee of that entity member shall be eligible to serve as a director and shall be deemed to be a member for the purposes of this section. If the relationship between the entity member and the director representing it terminates, that directorship shall be deemed vacant.

2.2.2. Co-Owners. Co-owners of a single unit may not serve on the board at the same time. Co-owners of more than one unit may serve on the board at the same time, provided the number of co-owners serving at one time does not exceed the number of units they co-own.

2.2.3. Delinquency. No member may be elected or appointed as a director if any assessment against the member or his unit is delinquent at the time of election or appointment. No member may continue to serve as a director if any assessment against the member or his unit is more than sixty (60) days' delinquent.

2.3 Election. Directors shall be elected by the members. The election of directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission.

2.4 Vacancies. Vacancies on the board caused by any reason, except the removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected shall serve out the remaining term of his predecessor.

2.5 Removal of Directors. At any annual meeting or special meeting of the Association with the removal of a director on the agenda, any one or more of the directors may be removed with or without cause by members representing sixty-five percent (65%) of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

2.6 Meetings of the Board.

2.6.1 Organization Meeting of the Board. Within ten (10) days after the annual meeting, the directors shall convene an organizational meeting for the purpose of electing officers. The time and place of such meeting shall be fixed by the board and announced to the directors.

2.6.2 Regular Meetings of the Board. Regular meetings of the board may be held at such time and place as shall be determined, from time to time, by the board, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the board shall be given to each director, personally or by telephone or written communication, at least three (3) days prior to the date of such meeting.

2.6.3 Special Meetings of the Board. Special meetings of the board may be called by the president or, if he is absent or refuses to act, the secretary, or by any two directors. Also, special meetings of the board may be called by a communication from five (5) members. At least three (3) days notice shall be given to each director, personally or by telephone or written communication, which notice shall state the place, time and purpose of such meeting.

2.6.4 Conduct of Meetings. The president shall preside over all meetings of the board and the secretary shall keep, or cause to be kept, a record of all resolutions adopted by the board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the governing documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meeting of the board.

2.6.5 Quorum. At all meetings of the board, a majority of directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board. If less than a quorum is present at any meeting of the board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.6.6 Open Meetings. Regular and special meetings of the board shall be open to members of the Association; provided that members who are not directors may not participate in any deliberations or discussion unless the board expressly so authorizes at the meeting. The board may adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.6.7. Telephone Meetings. Members of the board or any committee of the Association may participate in and hold meetings of the board or committee

by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or conveyed.

2.6.8. Action Without a Meeting. Any action required or permitted to be taken by the board at meeting may be taken without a meeting, if all of the directors individually or collectively consent in writing such action. The written consent shall be filed with the minutes of the board. Action by written consent shall have the same force and effect as a unanimous vote.

2.7 Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Section 82.103(a) and (f) of TUCA, and Articles 1396-2.20.D., -2.25, -2.26, -2.28, -2.29, and -2.30 of the Corporation Act.

2.8 Powers and Duties. The board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the condominium. The board may do all such acts and things except those which, by law or the governing documents are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in laws or the governing documents, or such powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the board shall include, but shall not be limited to, the following:

2.8.1. Appointment of Committees. The board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as a chairman, and shall provide for reports, termination and other administrative matters deemed appropriate by the board. Members of committees shall be appointed from among the owners and residents.

2.8.2. Manager. The board may employ a manager or managing agent for the Association, at a compensation established by the board, to perform duties and services authorized by the board.

2.8.3. Fines. The board may levy fines for each day or occurrence that a violation of the governing documents persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the governing documents.

2.8.4. Delinquent Accounts. The board may establish, levy, and collect reasonable late charges for members' delinquent accounts. The board may also establish a rate of interest to be charged on members' delinquent accounts, provided the rate of interest does not exceed eighteen percent (18%) or the maximum rate permitted by State law, whichever is smaller.

2.8.5. Fidelity Bonds. The board may require that all officers, agents and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds may be a common expense of the Association.

2.8.6. Ex-Officio Directors. The board may, from time to time, designate one or more persons as ex-officio members of the board, pursuant to Article 1396-2.14.F. of the Corporation Act.

ARTICLE 3.

OFFICERS

3.1 Designation. The principal officers of the Association shall be the president, the secretary/treasurer. The board may appoint one or more vice-presidents and such other officers and assistant officers as it deems necessary. The president and secretary/treasurer shall be directors. Other officers may, but need not, be members or directors. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2 Election of Officers. The officers shall be elected no less than annually by the directors at the organization meeting of the board and shall hold office at the pleasure of the board. Except for resignation or removal, officers shall hold office until their successors have been designated by the board.

3.3 Removal and Resignation of Officers. A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board.

3.4 Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of TUCA and by Article 1396-2.20.D. of the Corporation Act.

3.5 Description of Principal Offices.

3.5.1. President. As the chief executive officer of the Association, the president shall: (i) preside at all meetings of the Association and of the board; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction and control of the business of the Association, subject to the control of the board; and (iv) see that all orders and resolution of the board are carried into effect.

3.5.2. Secretary. The secretary shall: (i) keep the minutes of all meetings of the board and of the Association; (ii) have charge of such books, papers and records as the board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; and (iv) in general, perform all duties incident to the office of secretary.

3.5.3. Treasurer. The treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of treasurer.

3.6 Authorized Agents. Except when the governing documents require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association. In the absence of board designation, the president and the secretary shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4.

MEETINGS OF THE ASSOCIATION

4.1 Annual Meeting. An annual meeting of the Association shall be held during the month of March of each year. At annual meetings the members shall elect directors in accordance with these Bylaws. The members may also transact such other business of the Association as may properly come before them.

4.2 Special Meeting. It shall be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by a petition signed by members representing at least twenty percent (20%) of the votes in the Association.

Such meeting shall be held within thirty (30) days after the board resolution or receipt of petition. The notice of any special meeting shall state the time, place and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

4.3 Place of Meetings. Meetings of the Association shall be held at the condominium or at a suitable place convenient to the members, as determined by the board.

4.4 Notice of Meetings. At the direction of the board, written notice of meetings of the Association shall be given to an owner of each unit at least ten (10) days but not more than sixty (60) days prior to such meeting. Notices of meetings shall state the date, time and place such meeting is to be held. Notices shall identify the type of meeting as annual or special, and shall state the particular purposes of a special meeting. Notices may also set forth any other items of information deemed appropriate by the board.

4.5 Ineligibility. The board may determine that no member may (i) receive notice of meetings of the Association, (ii) vote at meetings of the Association, or (iii) be elected to serve as a director if the member's financial account with the Association is in arrears on the record dates provided below, provided each ineligible member shall be given notice of the arrearage and an opportunity to become eligible. The board may specify the manner, place and time for payment for purposes of restoring eligibility.

4.6 Record Dates:

4.6.1. Determining Notice Eligibility. The board shall fix a date as the record date for determining the members entitled to notice of a meeting of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Association at which members will vote.

4.6.2. Determining Voting Eligibility. The board shall fix a date as the record date for determining the members entitled to vote at a meeting of the Association. The record date may not be more than sixty (60) days before the date of a meeting of the Association at which members will vote.

4.6.3. Determining Rights Eligibility. The board shall fix a date as the record date for determining the members entitled to exercise any rights other than those described in the preceding two paragraphs. The record date may not be more than sixty (60) days before the date of the action for which eligibility is required, such as nomination to the board.

4.6.4. Adjournments. A determination of members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the board fixes a new date for determining the right to notice or the right to vote. The board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety

(90) days after the record date for determining members entitled to notice of the original meeting.

4.7 Voting Members List. The board shall prepare and make available a list of the Association's voting members in accordance with Art. 1396-2.11B of the Texas Non-Profit Corporation Act.

4.8 Quorum. At any meeting of the Association, the presence in person or by proxy of members entitled to cast at least fifty percent (50%) of the votes that may be cast for election of the board shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum.

4.9 Votes. The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present shall be binding upon all members for all purposes, except when a higher percentage is required by these bylaws, the declaration, or by law. There shall be no cumulative voting.

4.9.1. Co-Owned Units. If a unit is owned by more than one person or entity, the vote appurtenant to that unit shall be cast in accordance with Section 82.110(a) of TUCA.

4.9.2. Corporation-Owned Units. If a unit is owned by a corporation, the vote appurtenant to that unit may be cast by any officer of the corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. If a Unit is owned by a partnership, the vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.9.3. Association-Owned Units. Votes allocated to a unit owned by the Association shall be cast by the board of the Association.

4.10 Proxies. Votes may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a member or his attorney-in-fact; (ii) identify the unit to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate one year after its date. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting

which is adjourned, recessed, or rescheduled shall be valid when such meeting reconvenes.

4.11 Conduct of Meetings. The president, or any person designated by the board, shall preside over meetings of the Association. The secretary shall keep, or cause to be kept, the minutes of the meeting which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the governing documents. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

4.12 Order of Business. Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.13 Adjournment of Meeting. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

4.14 Action Without Meeting. Subject to board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consents. The board may permit members to vote by ballots delivered by hand, mail, facsimile transmission, e-mail, or any combination of these. Written consents by members representing at least a majority of votes in the Association, or such higher percentage as may be required by the governing documents, shall constitute approval by written consent. This paragraph may not be used to avoid the requirement of an annual meeting. This paragraph shall not apply to the election of directors unless expressly permitted in paragraph 2.3.

4.15 Telephone Meetings. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meetings shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 5.

RULES

5.1 Rules. The board shall have the right to establish and amend, from time to time, reasonable rules, community policies and regulations for: (i) the administration of the Association and the governing documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the condominium; and (iii) the health, comfort and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the governing documents. The board shall, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members. Rules need not be recorded in the county real property records.

5.2 Adoption and Amendment. Any rule or community policy may be adopted, amended or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

5.3 Notice and Comment. The board shall give written notice to an owner of each unit of any amendment, termination or adoption of a rule or community policy, or shall publish same in a newsletter or similar publication which is circulated to the members, at least ten (10) days before the rule's or policy's effective date. The board may, but shall not be required, to give similar notice to residents who are not members. Any member or resident so notified shall have the right to comment orally or in writing to the board on the proposed action.

5.4 Distribution. Upon request from any member or resident, the board shall provide a current and complete copy of rules and community policies. Additionally, the board shall, from time to time, distribute copies of the current and complete rules and community policies to an owner of each unit and, if the board so chooses, to non-member residents.

ARTICLE 6.

ENFORCEMENT

The violation of any provision of the governing documents shall give the board the right, upon notice, except in case of an emergency, in addition to any other rights set forth in the governing documents:

a. To enter the unit or limited common element in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that unit) that is existing and creating a danger to the common elements contrary to the intent and meaning of the provisions of the governing documents. The board shall not be deemed liable for any manner of trespass by this action; or

b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE 7.

OBLIGATIONS OF THE OWNERS

7.1 Notice of Sale. Any owner intending to sell his unit or any interest therein shall give written notice to the board of such intention, together with (i) the address or legal description of the unit being offered for sale, (ii) the name and address of an intended purchaser, (iii) the name, address and phone number of the title company or attorney designated to close such transaction, (iv) names and phone numbers of real estate agents, if any, representing seller or purchaser, and (v) schedules date of closing as well as copies of the sales contract when it is executed. The Board will keep any information received confidential. An owner shall furnish this information to the board no less than twenty (20) working days before the date of conveyance of the unit or any interest therein.

7.2 Requirements for Sale. Any owner seeking to sell or otherwise transfer his Unit must furnish the prospective buyer with a complete set of documents on the Condominium, the Association, the Bylaws and any rules in force.

7.3 Proof of Ownership. Any person, on becoming an owner of a unit, shall furnish to the board evidence of ownership in the unit, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met. This requirement may be satisfied by receipt of a board-approved form that is completed and acknowledged by a title company or attorney at time of conveyance of the unit or any interest therein.

7.4 Owners' Addresses. The owner or the several co-owners of a unit shall register and maintain one mailing address to be used by the Association for mailing of

Bylaws of

Roddy Tree Ranch Homeowners Association, Inc.- Page 12

monthly statements, notices, demands and all other communications. The owner shall keep the Association informed of the member's current mailing address. If an owner fails to maintain a current mailing address with the Association, the address of that owner's unit shall be deemed to be his mailing address.

7.5 Registration of Mortgagees. An owner who mortgages his unit shall furnish the board with the name and mailing address of his mortgagee.

7.6 Assessments. All owners shall be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the declaration. A member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments made or levied against him and his unit.

7.7 Compliance with Documents. Each owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each owner shall always endeavor to observe and promote the cooperative purposes for which the condominium was established.

ARTICLE 8.

ASSOCIATION RECORDS

8.1 Records. The Association shall use its best efforts to keep the following records:

- a. Minutes or a similar record of the proceedings of meetings of the Association. A recitation in the minutes that notice of the meeting was properly given shall be sufficient evidence that such notice was given.
- b. Minutes or a similar record of the proceedings of meetings of the board.
- c. Names and mailing addresses of the members, the currency and accuracy of the information being the responsibility of the members.
- d. Names and mailing addresses of the mortgages, the currency and accuracy of the information being the responsibility of the members and their mortgagees.
- e. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.

f. A copy of the plans and specifications used to construct a condominium unit, except for buildings originally constructed before January 1, 2000.

g. A copy of plans and specifications acquired by the Association over time for improvements to the condominium.

h. Copies of income tax returns prepared for the Internal Revenue Service.

i. Copies of the governing documents and all amendments to any of these. Also, for at least four (4) years, a record of all votes or written consents by which amendments to the governing documents were approved.

8.2 Inspection of Books and Records. Books and records of the Association shall be made available for inspection and copying pursuant to Section 82.114(b) of TUCA and Article 1396-2.23.B. of the Corporation Act.

8.3 Resale Certificates. Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of TUCA. The Association may charge a reasonable fee for preparing resale certificates. The Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the unit for which the certificate is furnished.

ARTICLE 9.

NOTICES

9.1 Co-Owners. If a unit is owned by more than one person, notice to one co-owner shall be deemed notice to all co-owners.

9.2 Delivery of Notices. Any written notice required or permitted by these bylaws may be given personally, by mail, or by facsimile transmission. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by facsimile or e-mail, the notice is deemed delivered on successful transmission of the facsimile.

9.3 Waiver of Notice. Whenever any notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a member or director at any meeting of the Association or board, respectively, shall constitute a waiver of notice by such member or director of the time, place and purpose of such meeting. If all members or directors are

present at any meeting of the Association or board, respectively, no notice shall be required and any business may be transacted at such meeting.

ARTICLE 10.

AMENDMENTS TO BYLAWS

10.1 Proposals. These Bylaws may be amended by the members according to the terms of this Article. The Association shall provide an owner of each unit with a detailed description, if not exact wording, of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

10.2 Consents. An amendment shall be adopted by the vote, in person or by proxy, or written consents of members representing at least a majority of the votes cast or present at a meeting for which a quorum is obtained.

10.3 Effective. To be effective, each amendment must be in writing, reference the names of the condominium and the Association, be signed by at least two officers acknowledging the requisite approval of members, and be delivered to an owner of each unit at least ten (10) days before the amendment's effective date. Further, if these bylaws are publicly recorded, the amendment must recite the recording data for the bylaws, be in a form suitable for recording as a real property record and be delivered to the county clerk for recordation.

ARTICLE 11.

GENERAL PROVISIONS

11.1 Conflicting Provisions. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provisions shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the declaration shall control.

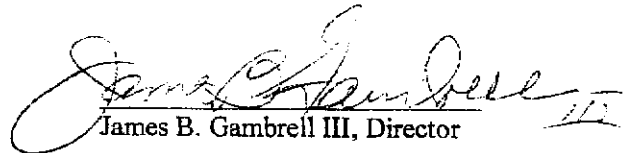
11.2 Severability. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

11.3 Fiscal Year. The fiscal year of the Association shall be set by resolution of the board, and is subject to change from time to time as the board shall determine. In the absence of a resolution by the board, the fiscal year shall be the calendar year.

11.4 Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

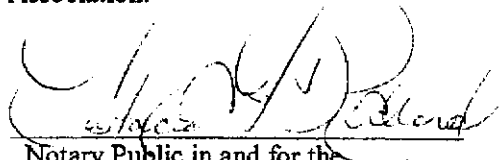
I hereby certify that the foregoing is a true, complete and correct copy of the Bylaws of Roddy Tree Ranch Homeowners Association, Inc., a Texas non-profit corporation, as adopted by the members at a special meeting on the 1st day of July, 2002.

IN WITNESS WHEREOF, I hereunto set my hand this the 1st day of July, 2002.


James B. Gambrell III, Director

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this 1st day of July, 2002, personally appeared James B. Gambrell III, Director of Roddy Tree Ranch Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.


Notary Public in and for the
State of Texas



[Type or print name]

My Commission Expires:

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F

EXHIBIT F
MANAGEMENT CERTIFICATE
Commencement Certificate for Condominium Project

The undersigned Manager or management company gives notice that it has commenced management of the Association named below.

1. Exact name of owners association: Roddy Tree Ranch Homeowners Association, Inc.
2. Name of project or subdivision: Roddy Tree Ranch Condominiums
3. Address of project: Hwy 39, 2 miles west of Ingram, Texas (78025)
4. Exact name of "Declaration of covenants, conditions and restrictions for Roddy Tree Ranch Condominiums"
5. Declaration recording data:
6. Name of managing agent: Keith Asbury
7. Mailing address for managing agent: P.O. Box 820 Hunt, Texas 78024
8. Person to contact in management company: Keith Asbury
9. Managing agent's telephone: 830-367-2871, 830-367-2885, (cell) 830-459-9912,
(Fax) 830-367-2872

This certificate is filed of record in the county where the above-described project is located. It shall be valid until a management certificate is filed by another management company for the Association or until a termination of this management certificate is filed of record, whichever is sooner.

By: _____
 Keith G. Asbury

Title: Manager

STATE OF TEXAS §
 §
 COUNTY OF KERR §

This instrument was acknowledged before me on this ____ day of July, 2002 by
 _____ of _____, a Texas
 _____, on behalf of said _____.

Notary Public in and for the
State of Texas

[type or print name]
My Commission expires: _____

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G

CONSENT

BANK OF THE HILLS, N.A., a national banking association (the "Bank") is the holder of the liens described on Exhibit A hereto (the "Liens") encumbering the property described therein (the "Mortgaged Property"). The Liens encumber all or parts of the property described in and covered by the Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums, recorded as Document No. _____, Official Public Records of Kerr County, Texas (the "Declaration") creating the condominium regime called the "Roddy Tree Ranch Condominiums" on a certain 18.69 acre tract of land described in the Deed recorded in Volume 1194, Page 641, Real Property Records, Kerr County, Texas, including the condominium units and their appurtenant interest in the common elements created thereby and located on said 18.69 acre tract and hereafter created in connection with future phases of the Roddy Tree Ranch Condominium located on said 18.69 acre tract. The Bank consents to the filing of the Declaration of record and the creation of the condominium regime thereby created and hereby subordinates its Liens to the Declaration as to the portion of the Mortgaged Property covered by the Roddy Tree Ranch Condominiums.

This Consent shall not be construed or operate as a release of said Liens owned and held by Lienholder, or any part thereof.

EXECUTED the ____ day of July, 2002.

BANK OF THE HILLS, N.A.

By: _____
Tom Gould, Executive Vice President

STATE OF TEXAS §
§
COUNTY OF KERR §

This instrument was acknowledged before me on this ____ day of July, 2002, by Tom Gould, Executive Vice President of Bank of the Hills, N.A., a national banking association, on behalf of said association.

Notary Public, State of Texas

Liens

The Promissory Note in the original principal amount of \$715,000.00 executed by Roddy Tree Ranch, Ltd. dated April 28, 1999 and payable to the order of the Bank of the Hills, N.A. and secured by a Deed of Trust and Security Agreement- Financing Statement of even date therewith to Harold R. Wilson, Trustee, which Deed of Trust is recorded in Volume 1009, Page 644 in the Official Public Real Property Records, Kerr County, Texas with an approximate unpaid balance of \$422,094.81 as of July 2, 2002.

The Promissory Note in the original principal amount of \$108,000.00 executed by Roddy Tree Ranch, Ltd., dated June 14, 1999 and payable to the order of Bank of the Hills, N.A. and secured by a Deed of Trust and Security Agreement- Financing Statement of even date therewith to Harold R. Wilson, Trustee, which Deed of Trust is recorded in Volume 1017, Page 112, in the Official Public Real Property Records of Kerr County, Texas with an approximate unpaid balance of \$95,273.24 as of July 2, 2002.

The Revolving Line of Credit Promissory Note in the original principal amount of \$90,000.00 executed by Roddy Tree Ranch, Ltd., dated March 18, 2002 and payable to the order of Bank of the Hills, N.A., and secured by Deed of Trust of record in Volume 1180, Page 0084, Real Property Records, Kerr County, Texas with an approximate unpaid balance of \$90,000.00 as of July 2, 2002.

The Promissory Note in the original principal amount of \$210,000.00 executed by Lazy Days, LP, dated June 24, 2002 and payable to the order of Bank of the Hills, N.A., and secured by Deed of Trust of record in Volume 1198, Page 627, Real Property Records, Kerr County, Texas with an approximate unpaid balance of \$210,000.00 as of July 3, 2002.

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H

**EXHIBIT H
ARCHITECTURAL STANDARDS
OF ARCHITECTURAL CONTROL COMMITTEE (ACC)
AND BOARD OF DIRECTORS**

In order for Roddy Tree Ranch Condominiums to retain its hill country appearance and the quality of the cabins and surroundings, the following architectural standards will be maintained:

Roofing

- Metal roofing, 5 v-crimp 26 gauge minimum (for new or replacement roofing)
- R panel not acceptable
- Any other commercial grade roofing not acceptable
- Galvanized roofing the norm, all other colors must have the approval of the Architectural Control Committee
- All roofs must have all standard trims included with package and be installed by approved contractor

Exterior materials

- All houses must be at least 50% masonry (for lowest insurance rates)
- Approved masonry material—limestone rock, stucco
- Color of stucco to be approved by ACC
- Siding-1x6, 1x8, 1x10, or 1x12 cedar, pine, cypress, redwood, masonry
- No 4x8 plywood siding such as but not limited to T111, or CDX

Lawn Furniture

- Furniture must be wrought iron, metal or wood (approved color)

Exterior Lighting

- Must be approved by ACC and installed properly by owner or licensed electrician

Approved Fencing

- Farm & ranch wire – 4x4, 4x6
- Spaced pickets—cedar, pine, redwood
- If painted, color to be approved by ACC
- Peeled or rough native cedar (design to be approved by ACC)
- Decorative wire

Non-acceptable Fencing

- Barbed wire
- Privacy fence (unless approved by the ACC)
- Chain link
- Steel fencing
- Cattle panels
- 2x6 wire
- Treated pickets (unless approved by Board or ACC)

Post Material

- Treated pine
- Native cedar
- Western cedar
- Painted steel (must be approved by ACC)
- Galvanized metal (must be approved by ACC)

Height of Fencing

- Not to exceed 48" unless approved by ACC
- Any exceptions shall be submitted to ACC for approval

11-07663

**RODDY TREE RANCH
HOMEOWNERS' ASSOCIATION
AMENDED DECLARATION
2011**

AMENDED CONDOMINIUM INFORMATION STATEMENT

Section 82.153, Texas Property Code requires that a declarant (seller) of a new condominium must provide a Condominium Information Statement to a prospective buyer. The Condominium Information Statement must contain the information required by § 82.153 and if the condominium contains a common building, the additional information required by § 82.154, Texas Property Code.

- (1) Declarant's name: Lazy Days, L.P. with General Partner Roddy Tree, Inc.
Declarant's principal address: E20 Highway 39, Ingram, TX 78025 or P.O. Box 584, Hunt, TX 78024
- (2) Name of condominium: Roddy Tree Ranch Condominiums
Principal Address of Condominium: E20 Highway 39, Ingram, TX 78025
- (3) Generally describe the condominium: See Attachment I.
Types of Units: Cabins and Lodges
Maximum number of units: 29 (Current 14)
- (4) Number of additional units, if any, that may be included in the condominium:
Maximum Number: 15 Minimum: 0
- (5) Briefly describe any development rights reserved by declarant: Reserves the right to build 15 additional units on designated pads
Briefly describe any conditions relating to or limitations upon the exercise of development rights: All must comply with all building restrictions that are part of Declaration and By-laws
- (6) Generally describe each lien, lease or encumbrance on or affecting title to the condominium after conveyance by the declarant: Bank of the Hills has lien on some units but will release the lien on any units that are sold.
- (7) Describe any unsatisfied judgments against the unit owners' association (the Association) and any pending suits to which the Association is a part or which are material to the land title and construction of the condominium of which declarant has actual knowledge: None
- (8) Generally describe the insurance coverage provided for the benefit of unit owners: Roddy Tree Ranch Home Owners Association has insurance coverage on all the Condominium's Common Elements, but Unit Owners are required to carry their own insurance on their units.
- (9) Fees or charges to be paid by unit owners for the use of common elements and other facilities related to the condominium:
Current: None
Expected fees: Assessment Percentages for the year 2010 are shown on EXHIBIT C of Attachment II.
- (10) Section 82.153, Texas Property Code requires copies of the following to be attached to this statement:
 - (a) the Declaration and any amendments: See Attachment II.
 - (b) Articles of Incorporation of the Association and any amendments: Exhibit "D" of Declaration
 - (c) Bylaws of the Association and any amendments: Exhibit "E" of Declaration
 - (d) Rules of the Association and any amendments: In Declaration and Bylaws
 - (e) Leases and contracts, other than loan documents a buyer is required to sign at closing: (None)
 - (f) Projected budget for the Association for the fiscal year 2010 which complies with § 82.153(b), Texas Property Code; (i) identifies the person who prepared the budget; and (ii) states the budget's assumption concerning occupancy and inflation factors: See attached Roddy Tree Ranch Condominium Association Estimated Association Expenses for 2010 by Keith Aubrey (Attachment III) and the Declaration which details how the Association Assessment can be changed by the Association's members.
 - (g) Each written warranty provided by declarant: See Declaration

AMENDED CONDOMINIUM INFORMATION STATEMENT

Page 2

(11) Section 82.154, Texas Property Code requires additional information to be attached to this Statement if the condominium contains a conversion building: Not applicable.

Section 82.153(c) requires the declarant to promptly amend the Condominium Information Statement to reflect material and substantial contacts. If the change may adversely affect a prospective purchaser who has received a Condominium Information Statement, the declarant shall furnish a copy of the amendment to the prospective purchaser before closing.

Declarant: Lazy Days, L.P.

Date: 12/13/11

By: Its General Partner Roddy Tree, Inc.

By: Helen R. Gambrell
Helen R. Gambrell, its President

Receipt acknowledge by: _____ (Buyer)

(Buyer)

Attachments:

- I. General Information on RTR Condo Projects
- II. Declaration with Exhibits A-H
- III. Estimated Expenses for Current Year
- IV. 9-1-1 Identifications of Units
- V. Approved RTR Residential Condominium Sale Contract Form required for sale of any Unit

ATTACHMENT I OF**AMENDED CONDOMINIUM INFORMATION STATEMENT****General Information on Roddy Tree Ranch Condominium Project**

Located on Highway 39 between Kerrville and Hunt in the heart of the Texas Hill Country, Roddy Tree Ranch Condominiums include 18.69 acres and 13 cabins. Five of these cabins have been sold and the remaining eight are being offered for sale. As part of the maintenance fees the condo owners pay, they will have access to a fishing pond, Guadalupe riverfront, part of which is included in the Condominiums Common Elements, canoes, swimming pools, a pavilion with basketball backboards, a community room, playscapes, badminton and volley ball courts, and areas for horseshoes, washers and Frisbees. Besides his/her own unit or cabin, each owner will have an undivided interest in the Common Elements and the Community Room, which is managed by the Roddy Tree Ranch Homeowners Association, Inc., a non-profit membership corporation. Each owner has one vote to elect a Board of Directors and participate equally in the operation of the Condominium for the benefit of all cabin owners.

The Association has hired a Management Company to maintain the common elements and a Rental Pool will be available for those owners who wish to rent their Units from time to time to defray some of the costs of ownership.

**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RODDY TREE RANCH CONDOMINIUMS**

*Reference to previous
Covenants, Conditions and
Restrictions
File # 6051-02*

**AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
RODDY TREE RANCH CONDOMINIUMS**

This Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums is executed by Lazy Days, L.P., a Texas limited partnership, acting herein by and through its duly authorized General Partner, Roddy Tree, Inc., a Texas corporation, collectively referred to herein as "Declarant," the owner of the property more particularly described in Exhibit A attached hereto.

Recitals

The property subject to this Declaration as described in Exhibit A includes (a) fourteen (14) residential condominium units and their attached or detached limited common element areas and improvements and (b) the building sites for fifteen (15) additional residential condominium units that may be constructed with their attached or detached limited common elements and improvements. The property is locally to be known as the "Roddy Tree Ranch Condominiums."

This Declaration establishes a plan for individual ownership in fee simple of each condominium unit and an undivided interest in the common areas and common elements. Each owner shall have exclusive ownership of, possessory interest in, and responsibility for the area or space contained within each owner's condominium unit and related limited common areas or elements, subject to the covenants, conditions, definitions and restrictions contained in this Declaration.

This Declaration and the property subject to it shall be governed by the Texas Uniform Condominium Act, Chapter 82, Texas Property Code. The terms, covenants, conditions, definitions, easements, restrictions, uses, limitations, and obligations in this Declaration shall be deemed to run with the land and shall be binding upon any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I. DEFINITIONS AND TERMS

**Roddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 1**

1.1 Definitions and Terms . As used in this agreement, the following terms shall have the respective meanings set forth after them unless the context shall expressly provide otherwise:

a. "Association" shall refer to the Roddy Tree Ranch Homeowners Association, Inc., a Texas non-profit corporation created by filing Articles of Incorporation for that Association with the Texas Secretary of State.

b. "Assessment Interest," sometimes referred to as the "Common Assessment" or "Maintenance Fees" means the charge against each Owner of a Unit and his Unit, for his allocable portion of the Common Expenses, see attached Exhibit C.

c. "Board" or "Board of Directors" shall refer to the Board of Directors of the Association.

d. Building"shall refer to any one of the buildings or cabins (see Exhibit B.2) identified on the map of the Project attached as Exhibit B.1, together with any buildings or Units that may be constructed after the execution of this Declaration according to the terms and conditions of this Declaration, including the definition of Units as set forth in paragraph 1.1 below.

e. "Building Envelope," "Building Site" or "Building Pad" shall mean the area within which future Units may be constructed as shown generally on the Map. The portion of the Building Envelope that is not used for the construction of a Unit shall be part of the total Limited Common Element for that Unit. Until the foundation for a Condominium Unit is completed on a Building Envelope, the Building Envelope will be part of the Common Elements. Upon the completion of the foundation for a Condominium Unit within a Building Envelope, Declarant will execute and record in the Real Property Records of Kerr County, Texas, an amendment to this Declaration to define the exact location of the Condominium Unit and the Limited Common Elements associated with that Condominium Unit and to state the Assessment Interest (as defined above) for that Condominium Unit.

f. "Common Elements" or "Common Area" means and includes all of the land described in Exhibit A, and all of the improvements and appurtenances thereto, except for the Condominium Units and Building Pads. This is further defined in § 1.1 m below.

g. "Common Expenses" means all expenses incurred by the Association for promoting the health, safety, welfare and recreation of the Owners of the Condominium Units and in particular for the administration and management, ownership, maintenance, operation, repair, replacement or improvement of and addition to the Common Elements (including unpaid special assessments and amounts assessed to maintain a reserve for replacement fund and to

Roddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 2

cover costs incurred by the Association to participate in any condemnation suit, as provided in Section 6.3).

h. "Condominium Unit" shall mean an individual Unit, together with an undivided interest in the General Common Elements and the Limited Common Elements appurtenant to such Unit as specified in Exhibits A, B and C (and updated Exhibit D) of Exhibit B.1 and in Exhibit B.2.

i. "Declarant" shall mean, Lazy Days, L.L.P., a Texas limited partnership.

j. "Declaration" shall mean this Condominium Declaration.

k. "First Mortgagee" shall mean the holder of a purchase-money mortgage or deed of trust lien voluntarily granted on any Unit in the Project, which has a first priority over all other voluntary liens encumbering such Unit.

l. "Footprint" means the plan view of Units and the metes and bounds of the Limited Common Element related to them. (See Exhibit B.2)

m. "General Common Element" means that part of the common elements described as follows:

(1) the land on which all buildings and other improvements are constructed and which is described in Exhibit A.

(2) the opens spaces, streets, driveways, service drives, service easements, recreational playscapes and swings, pavilion, swimming pools, and mechanical rooms, if any, other than those which are specifically designated as a Limited Common Element associated with a particular Condominium Unit;

(3) any parking spaces not reserved for use by Owners of specific Condominium Units as shown on the Maps of Exhibit B.1.

(4) the private drives as shown on the Maps of Exhibit B.1;

(5) all water wells and water lines for the various Condominium Units and for the General Common Element.

(6) all septic systems and fields associated with any or all of the Condominium Units;

**Rocky Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 3**

and (7) the Community Room which is shown on Exhibit D of Exhibit B.1

(8) all other elements rationally of common use or necessary to the existence, maintenance and safety of the condominium regime established by this Declaration, and which are not specifically designated as a Limited Common Element or as appurtenant to or constituting a part of a particular Condominium Unit.

(9) The fee simple title to all mineral or other subsurface properties, such as natural gas, oil or water, under the Condominium Units and the other Common Elements.

n. "Limited Common Element" or "Total Limited Common Element" means and includes those parts of the Common Elements shown on the Footprints of Exhibit B.2, which are reserved for the exclusive use of an individual Owner of a Unit or less than all of the Owners of Units, which will include the following:

(1) the Condominium Unit as defined in subparagraph 1.1 h above,

(2) internal pipes, water lines, wastewater lines and ducts, electrical lines, television cable, computer access lines, telephonic and electronic wiring and conduits located entirely within a Unit or adjoining a Unit,

(3) driveways, yards, fences, balconies, patio structures, enclosed courtyards, and sidewalks and driveways serving exclusively a single Unit as shown on the Maps of (Exhibit B.1); and

(4) areas or parcels of land designated on the attached exhibits as a Limited Common Element with respect to a specific Condominium Unit,

o. "Majority of Unit Owners" means those Owners which at the relevant time own over 50% of the votes entitled to be cast by all Owners of the Roddy Tree Ranch Homeowners Association.

p. Management Company is the company selected by Roddy Tree Ranch Homeowners Association, Inc. to act as the manager of the Project subject to terms and conditions established by the Board of Directors of the Association. (See Exhibit F).

q. "Map" or "Plan" mean or include the survey of the land, locating thereon all of the improvements, the floor plans and any other drawing or diagrammatic plan depicting part of, or all of, the improvements, as well as the location of the Building Envelopes for the construction of possible future Buildings and Units:

**Roddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 4**

Exhibit B.1 includes four attached exhibits—Original Exhibit A (land and buildings); Original Exhibit B (Buildings nine (9) pages) and Original Exhibit C (Drives and Parking) and Exhibit D (updated Land and Buildings).

Exhibit B.2 contains the floor plans or footprints of the thirteen buildings or cabins or lodges and the Total Limited Common Elements associated with each building as well as the Building Envelopes that may have buildings built thereon in the future.

r. "Occupant" means a person or collectively the persons in possession of a Unit at the relevant time, regardless of whether said person is a Unit Owner, tenant or guest.

s. "Owner" means a persons, firm, corporation, partnership, association, trust or other legal entity of any combination thereof who is an owner of record with fee simple title to one or more Units in the Project.

t. "Percentage Interest" means the percentage interest assigned to each Condominium Unit for voting purposes; whereas "Assessment Interest" means the percentage interest assigned to each Condominium Unit for the assessment obligations. The current Assessment Interests for the fourteen (14) Units constructed as of the date of this Declaration are listed on Exhibit C attached hereto. The Assessment Interests for the possible Units that may be constructed in the Building Envelopes will be assigned by the Declarant when those Units are constructed, or construction has begun with the Percentage Interest calculated on the basis of several factors such as size, location and number of bedrooms and bathrooms within such Units. As to the Percentage interest in the General Common Elements of the Association for voting purposes, they shall be equal for all Units regardless of the Assessment Interest assigned to each Unit.

u. Phases I, II and III: "Phases I and II" of the Condominium sales includes the fourteen (14) cabins identified by 9-1-1 numbers as shown in Exhibit B.2. Phase III of the Condominium sales includes Building Pads 16 through 27 and undesignated Building Pads 28 through 30 shown in Exhibit B.2.

v. "Property," "Project" or "Premises" means and includes in the aggregate the land, the Buildings, and all improvements and structures thereof and thereto, including, without limitation, the Common Elements and all rights, easements, and appurtenances belonging thereto.

w. The Rental Company is the rental pool company selected by Declarant and the Board of Directors of the Roddy Tree Ranch Homeowners Association, Inc. to act as exclusive

Roddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 5

renting agent for the unit owners upon the terms and conditions established by a standardized contract between the Renting Company and an individual owner of a Unit.

x. "Second Mortgagee" shall mean the holder of a mortgage or deed of trust lien voluntarily granted on any Unit in the Project, which has a second priority over all other voluntary liens encumbering such Unit, other than the First Mortgagee.

y. "Unit" sometimes referred to as "Condominium Unit" or "Building" shall mean the following:

(1) One of the residential structures that consists of one or more rooms constituting a condominium Unit. The boundaries of each Unit shall be and are the exterior surfaces of the perimeter walls, window frames, doors and door frames, foundation slabs, columns, girders, beams, supports, main walls, roofs and attached porches or decks of each Unit. The portions of the Building on the boundaries of such enclosed space and the airspace within those boundaries are part of such Unit. The actual physical boundaries of said Unit shall be conclusively presumed to be its proper boundaries, regardless of settling, rising or lateral movement of the Unit and regardless of variances between boundaries shown on the Map and the actual boundaries of such Units.

(2) The individual ownership of each Unit shall include the interior construction, partitions, appliances, fixtures and improvements that serve exclusively such Unit space, such as interior room walls, floor coverings or finishes, closets, cabinets, shelving, individual bathroom and kitchen fixtures, plumbing and appliances, individual lighting and electrical fixtures, and other separate items of personal property exclusively serving such Unit, any of which may be removed, replaced, disposed of, or otherwise treated without affecting any other Unit or the ownership, use or enjoyment thereof. The individual ownership of such Unit shall further include the air conditioning compressor, together with all pipes, ducts, electrical wiring, conduits, and any other equipment connected thereto constructed on a pad or slab installed or constructed on the Project and included on the Maps in Exhibit B.1 and the Footprints of the Phases I and II Units in Exhibit B.2 as a Limited Common Element with respect to such Unit for the purpose of supporting such air conditioning compressor, together with such pad or slab. Some of the land adjacent to each Unit is designated as a Limited Common Element for the exclusive use of the Owner of the Unit although it is still considered to be part of the Common Element as defined herein.

z. "Voting Right" means the voting and management rights of the Unit Owners will be exercised on the basis of one vote per Unit. No Condominium Unit to be built on a pad will be entitled to a vote until the foundation for the Unit has been completed and the Unit has been conveyed by Declarant to a third party Owner.

Reddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 6

ARTICLE II. CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.1 Maps . Copies of the Maps are attached as Exhibit B.1. The Maps contain:

- a. the location of the land and the Buildings and the other improvements constructed on the Property.
- b. the footprint, i.e., location, of the Units and Buildings that have been constructed, showing the exterior boundaries and numbers of the Units, and any other data necessary for the identification of them, which information is depicted by the numbers and current names of the various Units (see particularly Exhibit D of Exhibit B.1 and Exhibit B.2); and
- c. the location of any Limited Common Elements and the identification of the Units to which the same relate.
- d. the 15 Building Envelopes or sites (Sites 16-30) for the Units and Total Limited Common Elements that have not been constructed but may be constructed by Declarant from time to time and added by amendment to this Declaration. Depending on the actual interior space of the Unit built on a Building Envelope, the Total Common Element for that Unit will vary between the minimum and maximum shown on Exhibit C based on a determination by the Declarant.

2.2 Designation of Units . The Project consists of fourteen (14) separately designated Units that have been built. Each Unit is identified by a 9-1-1 identified number and name on the Maps (Exhibits B.1 and B.2). The portion of the Project referred to as the Common Elements shall be owned in common by the Owners, subject to the rights of the Owners to the exclusive use of the Total Limited Common Element designated for use by the Owner of a Unit. The Owners of each Unit shall own an equal undivided interest in all of said Common Elements.

2.3 Limited or Total Limited Common Elements. Portions of the Common Elements are set aside and reserved for the exclusive use of the individual Owners, such areas being designated a Total Limited Common Elements, and include the areas described in Section 1.1(n). Limited Common Elements are allocated and assigned to the respective Units, as indicated in Exhibit B.2. Limited Common Elements for the respective Units include the driveways, yards, fences, balconies, patio structures, courtyards, sidewalks, and other

Reddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 7

improvements serving exclusively a single Unit as shown on the Maps of Exhibit B.1 and the Footprints of Units depicted in Exhibit B.2. Such Limited Common Elements may be used in connection with the particular Unit, to the exclusion of the use thereof by the other Owners, except by invitation.

2.4 Reservation of Development Rights.

(1) Declarant reserves the right to develop and construct additional Units as set forth herein with Total Limited Common Elements to service those Units within the Building Envelopes as shown on the Plat or Map (Exhibit B.2).

(2) If Declarant desires to exercise such development right, Declarant shall execute and record in the Official Public Records of Kerr County, Texas, an amendment of this Declaration describing the additional Unit and specifically including a map or plat showing the exact location of the Unit and the Total Limited Common Elements servicing that Unit. Declarant may exercise the development rights in phases by adding an additional Unit or Units from time to time. Each Unit added shall be located in a Building Envelope and the portion of the Building Envelope that does not include the Unit shall be part of the Total Limited Common Element for that Unit, subject however to the adjustment of the Total Limited Common Elements as outlined in § 2.1d. Also, the amendment may identify additional Limited Common Elements for the additional Unit that may be used as parking areas for the exclusive use of the additional Unit or Units. The amendment to the Declaration also shall adjust the allocation of the Assessment Interests for the Units as shown on Exhibit C respecting the percentage of maintenance assessments each unit must bear.

(3) In developing and constructing additional units as set forth herein, Declarant may sell an option to build a Unit on a Building Envelope and then construct a cabin (built to suit) for the purchaser of the option upon his exercise of the option. However, the plans for the build-to-suit must be approved by the Architectural Control Committee following the guidelines of Exhibit H or any amendments thereto before construction can begin.

(4) Declarant also reserves the right to remodel the Units of Phases I and II that it owns as long as any additions are within the Total Limited Common Element associated with those units.

(5) If Declarant exercises such remodel right as set out in 2.4(4), Declarant shall execute and record in Kerr County, an amendment to this Declaration describing the addition and specifically including a plat showing the exact footprint of the remodeled Unit.

2.5 Regulation of Common Areas. Rules governing the use of common areas by Owners and by their guests and invitees shall be promulgated by the Board of Directors of the

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Association. All Owners shall be furnished with a copy of the rules at the direction of the Board. Each Owner shall be required to comply strictly with the rules and regulations and shall be responsible to the Association for compliance therewith by the members of their respective families, relatives, guests, invitees, tenants and contractors, both minor and adult.

2.6 Inseparable Units . Each Unit and its corresponding pro-rata interest in and to the Common Elements appurtenant thereto shall be inseparable and may not be conveyed, leased, or encumbered separately, and shall at all times remain indivisible.

2.7 Descriptions . Every deed, lease, mortgage, trust deed, or other instrument may legally describe a Unit by its identifying Building letter and Unit number and name as shown on the Map, followed by the words "Roddy Tree Ranch Condominiums" and a reference to this recorded Declaration. Every such description shall be deemed good and sufficient for all purposes to convey, transfer, encumber, or otherwise affect the undivided interest in the Common Elements appurtenant to each such Unit.

2.8 Encroachments . If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If any portion or portions of a Unit or Units encroach upon the Common Elements, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist.

2.9 Taxes . The Association shall give written notice to the Kerr County Appraisal District of the establishment of the Condominium Regime with respect to the Project, as is provided by law, so that each Unit and its percentage or fraction of undivided interest in the Common Elements shall be deemed a separate parcel and subject to separate assessment and taxation to the Owner of such Unit.

2.10 Use and Occupancy Restrictions .

a. Residential purposes. No part of the Project may be used for purposes other than housing and the related common purposes for which the Project was designed. Each Unit shall be used for residential purposes or such other uses as specifically permitted by this Declaration, and for no other purposes. The foregoing restrictions as to use for residential purposes shall not, however, be construed in such manner as to prohibit a Unit Owner from:

- (1) maintaining his personal or professional library;
- (2) keeping his personal business or professional records or accounts;
- (3) handling his personal business or professional telephone calls or

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correspondence, which uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions; or

(4) renting or leasing his Unit in strict compliance with the Declaration, Bylaws and Rules (Community Policies).

b. Common Elements and Limited Common Elements. The Common Elements are intended to provide privacy and recreational use for the Owners and occupants of Units and to allow some limited landscaping for each Unit. No part of the Common Elements shall be obstructed or damaged so as to interfere with its intended use or for its maintenance and operations; nor shall anything be done on the Common Elements in any manner which shall increase the rate for hazard and liability insurance covering said area and improvements situated thereon. Limited Common Elements shall be for the exclusive use of the Unit that they serve.

c. Use Restrictions. Without limiting the generality of the restrictions of this section, use of the Project by the Unit Owners or their approved lessees shall be subject to the following restrictions:

(1) Nuisances and safety. No unsafe, noxious, offensive, or illegal activity, or odor is permitted on the Project. No activity shall be conducted on the property which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality of living. No exterior or flashing lights shall be allowed, except that outdoor light decorations are allowed during the holiday season (Thanksgiving through New Year's Day). No person may do anything that will increase insurance rates for the Project without the prior written consent of the Board or which may cause such improvements to be uninsurable or which may cause any policy to be canceled, or suspended or materially modified by the issuing company. Except for barbecue grill fires, no exterior fires are permitted. Barbecue grills may not be operated within five feet (5') of any Building. Discharging of firearms or fireworks are prohibited, except that fireworks will be allowed on July 4 and New Year's Eve of each year in a portion of the General Common Area designated by the Association and supervised by a person approved by the Association's Board of Directors. Coal, oil and gas for heating, air conditioning, or cooking may not be used in the Project except in Storybook Unit 13 which uses propane for cooking purposes. Fires in fireplaces are permitted.

(2) Clothes drying. Exterior clothes drying is prohibited.

(3) Noise. Owners and Occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loud that they may be heard outside their Unit and Limited Common Elements. Doors and windows must be shut when

playing televisions, stereos and similar sound equipment at sound levels objected to by any Unit Owner, tenant or management representative.

(4) Animals. Only owners (but not occupants) may bring animals (only dogs or cats) on the property. The Board is authorized to set reasonable limits on the number of animals. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic animals will be allowed on the Property other than in the Unit and Limited Common Element of its Owner unless confined to a leash. No animal may be boarded on the property whether or not for hire or remuneration, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large. Animals which are permitted shall be kept on a leash or within an enclosed area which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Control Committee, shall be of reasonable design and construction to adequately contain such animals and shall be screened so as not to be visible from any other portion of the Property. Leashes may not be tied to objects visible from the street and must be held by a person who can control the animal at all times. Animals must have all current inoculations and treatment (such as Frontline) for control of various insects. The Owner of a Unit where an animal is housed has the responsibility to immediately clean up after such animal has defecated in areas outside of the Owner's Unit and Limited Common Elements. If an animal or Unit Owner is in violation of these restrictions, the Board may remove the animal from the Property and place the animal with the local humane society.

(5) Liability for animals. The Unit Owner and the pet owner are both jointly liable to all other Owners and their respective families, guests, tenants and invitees for injury and all damage caused by any animals brought or kept on the Property by an Owner or members of his family, his tenants or his guests -- with or without permission of the Board. Owners agree, for themselves, and their respective families, guests, tenants and invitees, that neither the Board members nor the Association shall have any liability for any injury or damage caused by any animal brought or kept upon the Property, with or without the permission of the Board, by an Owner or members of his family, his tenants or his guests.

(6) Signs. "For sale" or "for rent" signs and all other signs are absolutely prohibited and may not be exhibited anywhere in the Project, including from the interiors of the units. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs.

(7) Window coverings. All exterior windows shall be covered by white,

ivory or tan blinds or drapes. No foil or other material objectionable in the reasonable judgment of the Board of Directors shall be placed in or next to any window or sliding glass door. Burglar bars that are visible from the outside are prohibited.

(8) Storage. No property may be stored temporarily or permanently on sidewalks, balconies, walkways, stair landings, parking areas or other common areas and be visible from outside the Unit and its Limited Common Elements. Although the Board may authorize a single annual garage sale for all Unit Owners if it elects to do so, garage sales and estate sales are not allowed. Nothing may be stored in Common Areas except in buildings or screened areas approved and established by the Board.

(9) Vehicle repair. Except in an emergency when a vehicle is inoperable, no vehicle may be serviced or repaired on the Property. Otherwise, vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable due to missing parts are prohibited and must be removed from the Property at the owner's expense.

(10) Parking.

(a) Parking of vehicles, motorcycles and bicycles in grass areas, dirt areas, flower beds or sidewalks is prohibited. Owners or occupants must park vehicles in their respective carports or on appropriate designated parking areas.

(b) No vehicles may be parked or unattended in such a manner as to block the passage of other vehicles on the streets. No vehicle shall be left parked and unattended, in the street, along the curb, or in driveway areas in such a manner as to prevent the ingress and/or egress of emergency vehicles (i.e., fire, EMS) or service vehicles (i.e., refuse trucks). No inoperable vehicle may be stored on the Property

(c) Owners and Occupants may not park more than two (2) vehicles per Unit, on a permanent or regular basis. No boats or jet skis may be parked on the Property at any time nor may they be launched from the Association's property.

(d) Bicycles may not be parked on balconies or on patios in a manner that is visible outside the Unit and Limited Common Elements. Bicycles must be stored inside the Unit or parked in a bicycle rack on the Limited Common Element for each Unit unless the Board of the Association provides otherwise.

(11) Anti-theft alarms. Owners and Occupants who have vehicles with

anti-theft systems shall not allow the alarms or horns to go off and disturb other persons in the Project for more than three minutes; and any vehicle violating the three minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

(12) Towing illegally parked vehicles. Vehicles parked in violation of Association rules may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with statutory requirements. A Unit owner is liable for all costs of towing illegally parked vehicles of the Unit owner, his family, guests or tenants.

(13) Trash. Garbage or trash shall not be stored or thrown outside the disposal areas provided for such purposes; however, the Association will provide dumpsters which must be used for trash disposal by unit owners.

(14) Pest control. The Association shall have responsibility for handling pest control inside Units or Limited Common Elements as well as for the General Common Elements. The Association shall have the right to enter an Owner's Unit or Limited Common Elements, to correct any problem inside any such Unit or Limited Common Element. The cost of the pest control will be part of the Association's maintenance expenses unless some unusual costs are involved, in which case the Board may assess the Unit Owner directly.

(15) Lighting. All exterior lighting on the Project will be shielded and oriented up or down so that the cone of light is vertical, or a shielded or frosted glass lighting type. No additional exterior lighting may be installed without approval of 60% of the Association membership.

(16) Antennas. No exposed exterior television or radio antennas may be installed anywhere on the property. Cable installations are permitted, but satellite dishes are permitted only if they are no more than two feet (2') in diameter and will be positioned to reduce their visibility in the Project.

(17) No alterations. Owners or other persons shall not make any alteration, modification or improvement to the exteriors of any Units or any Common Elements without the written consent of the Architectural Control Committee of the Association, including but not limited to building exteriors, fences, trees or other vegetation, exterior lighting, awnings or patio covers.

(18) No drilling. No drilling, digging, quarrying, or mining operation of

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any sort shall be permitted on the Project.

(19) Care during construction.

(a) An Owner who desires to have a Unit or other structure worked on, repaired, constructed or remodeled shall disclose the project to the Board so the project can be approved and scheduled to avoid problems with the use of the Common elements by other Unit Owners. Such construction must be done or at least supervised by the company or individual selected by the Board. The Owner shall take reasonable and necessary precautions to prevent damage to the Common Area (including any streets) and other Units caused by the construction, any workmen, suppliers, or service companies working on or delivering materials to or removing materials from the work site on the Owner's Unit or Limited Common Elements.

(b) Such Owner shall be liable to the Association for any damages to the Common Area and for costs of cleaning up or replacing property in the Common Area destroyed or damaged by such construction companies, workmen, suppliers, or service companies.

(c) Such Owner shall also be liable to any other Unit Owners for any damage to another Owner's Unit and for any costs of cleaning up or replacing property which may be destroyed or damaged by such construction companies, workmen, suppliers, or service companies. The Association shall have the right to repair such damage at the Owner's expense, in which event the cost of repair shall be reimbursed to the Association by the Unit Owner who caused the damage or whose workmen, suppliers, or service company caused the damage.

(20) New Construction. All new construction on Building Envelopes shall be based on a contract between Declarant or its designee and the purchaser of the Unit in accordance with the requirements and restrictions set forth in this Declaration

(21) No temporary structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings is permitted on the Project, temporarily or permanently, except with the prior written consent of the Board. However, temporary structures may be used in connection with the construction repair or building of any building or other Common Elements' facilities but they must be approved in advance by the Board.

(22) Criminal activity. While on the Condominium Project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with water, lighting, sprinklers, or other Common Elements equipment is allowed.

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(23) Persons who may use common areas. Common areas may only be used by Unit Owners, their family and guests or tenants pursuant to a separate leasing agreement. The number of individuals for each Unit that may use the common facilities may be regulated by the Board to assure that the facilities are not overburdened by family members or guests.

(24) Leasing. Except as provided in Subsection (25) below, leasing of units is allowed only if:

(a) the lease is for not less than twelve (12) months.

(b) all leases are in writing and are subject to the provisions of the Declaration, By-Laws and Community Policies,

(c) the lessee is approved by the Board, provided that approval is not unreasonably withheld.

(d) a copy of the then-current Community Policies are provided by the Owner to the Owner's lessee at the beginning of the lease term and the lessee and the lessee agrees in writing to comply with the Community Policies.

(e) the Unit is not leased for hotel or transient purposes except as provided below in subsection (25), and

(f) the Owner and lessee comply with all applicable community policies. See Section 4.4(i) and Exhibit H.

(g) During the time a Unit is leased, only the lessee shall have the right to use the Project's amenities and the rights of the Unit Owner to use the Project's amenities are suspended for the term of the lease.

(h) During the times of occupancy by a Lessee, at his request the Renting Agent will arrange to have the Unit cleaned at the cost then being charged to clean units in the Rental Pool. In addition, the Renting agent will supply fresh linens upon request at the rate then being charged for such service if the leased Unit was being occupied by the Owner of the Unit.

(25) Rental Pool. A Unit Owner may rent a Unit to a tenant for a term of less than twelve (12) months only if the Unit Owner enters into a Rental Agreement with the Rental Company, formed by the Declarant or its designee, to place the Unit in the Rental Pool. The Unit will be available for rental in accordance with the prevailing practice of the Rental Pool

as set forth in a Standard Rental Pool Agreement adopted by the Rental Company with the approval of the Condominium's Board of Directors.

(26) Community policies. All persons shall comply with the Association's Community Policies as amended from time to time as provided in Section 4.4(i).

(27) Water use. Since water for the condominium units of the Association is obtained from wells, any one of which serves more than one condominium unit, it is essential that each Unit Owner as well as the Association be ever mindful of excessive use of water. It is for this reason, that plantings in the Limited Common Elements associated with each unit should be indigenous to the Hill Country and require a minimum amount of water for their maintenance. Xeroscape requires drought resistant landscaping. In times of excessive drought or difficulty with the supply of water, the Board shall have complete authority to determine how and when to regulate the use of water by both the Association and the Unit owners.

(28) Septic Systems. Since all of the Roddy Tree Ranch cabins are connected to one or more septic systems, it is important that Unit Owners as well as guests and renters follow practices that will keep the septic systems operating properly so as to minimize repairs and emergency maintenance. Though the maintenance of the project's various septic systems is handled by the Association, each Unit Owner can help keep the systems operating well and at the same time keep costs of repairs down if they will follow the guidelines in the 1995 Pipeline Management article placed in each Unit.

(29) Limit on use of General Common Areas or Elements by owners, tenants or any invitees. Since it cannot be determined in advance whether the Common Elements of the Project will be overtaxed by use not only by the Unit Owners and their immediate family but by their invited guests, the Board is given authority to set up some form of limitation and regulations if it is demonstrated at some time in the future that the Association should from time to time place limitations on use based, to some reasonable extent, on the size of the various Units. While the Board is given this authority by the Declaration and the By-laws of the Association, no such limitations or restrictions shall be promulgated without the call for a special meeting of the Unit Owners to help the Board formulate a reasonable policy that is sensitive to the needs of the Association as well as the Unit Owners.

ARTICLE III. RIGHTS AND OBLIGATIONS OF OWNERSHIP

3.1 Ownership. A Unit will be a fee simple estate and may be held and owned by any person, firm, corporation or other entity singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State of Texas.

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3.2 Partition . The Common Elements shall be owned in common by all of the Owners of the Units and shall remain undivided, and no Owner shall bring any action for partition or division of the Common Elements other than that as specifically provided in Section 6.2, "Judicial Partition." Nothing in this Declaration shall be construed as limiting the right of partition of a Unit between Owners thereof, but such partition shall not affect any other Unit.

3.3 Exclusiveness of Ownership . Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements in accordance with the purposes for which they are intended and without hindering or encroaching upon the lawful rights of the other Owners, subject to the rules and regulations adopted from time to time by the Board for the purpose of facilitating such common use and enjoyment by all Owners. The use of the Limited Common Elements is reserved exclusively for the Owner and Occupants of the Unit that benefits from the Limited Common Elements.

3.4 Residential Dwelling . Each Unit shall be occupied and used or leased by the Owner only as and for a residential dwelling for the Owner, his family, or tenants as lessees.

3.5 Mechanic's and Materialmen's Liens. Subsequent to the completion of the improvements described on the Map, no labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing of a lien against the interest in the Common Elements owned by the other Owners. Each Owner shall indemnify and hold harmless each of the other Owners from and against all liability arising from the claim of any lien against the Units of the other Owners or against their interest in the Common Elements for construction performed or for labor, materials, services or other products incorporated in such Owner's Unit.

3.6 Right of Entry . With prior notice given in advance whenever possible, the Association shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements, or at any time for making emergency repairs therein necessary to prevent damage to the common elements or to another Unit or Units. The Unit Owner must provide the Association through its Management Company with a key to his Unit so that entrance is available when reasonably necessary.

3.7 Owner Maintenance .

a. An Owner shall maintain and keep in repair the interior and exterior of his Unit, including all components thereof, including the roof, exterior walls, doors, windows and foundation slab. All fixtures and equipment, including, without limitation, the heating and air conditioning system and water heater, installed within the Unit, shall be maintained and kept in repair by the Owner thereof. Without limitation on the generality of the foregoing, an Owner

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shall maintain and keep in good repair (and replace, if so required) the security system, the air conditioning compressor, fans, ductwork, heating unit and cooling coils, utilized in and for his Unit, as well as other fixtures appurtenant to such Unit which are situated within or installed into or on the Limited Common Elements such as an air conditioning compressor, together with all pipes, wiring, ducts, and other equipment appurtenant thereto. However, the Condominium Association will be responsible for all maintenance of the water and septic systems regardless of which Units are served.

b. An Owner shall be obligated to repair and replace promptly any broken or cracked windows, doors, or glass forming a boundary of such Unit, subject to the Association's right to control the exterior finish and color of the doors. Pipe leaks which are due to breaks, faulty connections, freeze damage, overflows, nails or protrusions into pipes or appliances which exclusively serve the Owner's Unit and which are the maintenance responsibility of the Owner shall be repaired by the Owner. Such Owner shall be responsible for any damages and cost of repairs to other Units or Common Areas due to such leaks only if such Owner or Owner's family, guests, tenants, agents or contractors are negligent or otherwise at fault in causing the leak. Notwithstanding anything to the contrary contained in this section, an Owner when exercising his right and responsibility of repair, maintenance, replacement, or remodeling shall never alter in any manner whatsoever, the exterior appearance of his Unit.

3.8 Board Approval for Construction, Alteration or Modification .

a. No Owner shall alter, modify, add to, or otherwise perform any work whatever on the exterior of his/her Unit without the prior written approval of the plans thereof by the Board of Directors, or if it has been created, the Architectural Control Committee which reports to the Board of Directors. No Owner shall construct, alter, modify, add to, or otherwise perform any work whatever upon any of the Limited Common Elements, without the prior written approval of the plans therefor by the Architectural Control Committee (Exhibit H) or the Board of Directors.

b. Any proposed construction, alteration, or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color, location, and any other information requested by the Board for all proposed work. The Board shall have the obligation to answer in writing within thirty (30) days after receipt of notice of the proposed construction, alteration, or modification. Failure to so answer in writing within the stipulated time shall be deemed approval of the proposed construction, alteration or modification.

c. An Owner shall do no act nor any work that will impair the structural

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soundness or integrity of the Units, Buildings or Common Elements or impair any easement or appurtenance thereto.

3.9 Liability for Negligent Acts . If the need for maintenance or repair to any portion of the Project is caused through the willful or negligent act of an Owner, his family, guests, tenants or invitees and is not covered or paid for by insurance either on such Owner's Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of a special assessment to which such Unit is subject, pursuant to Article V.

3.10 Subject to Declaration and Bylaws . Each Owner and the Association shall comply strictly with the provisions of this Declaration, the Bylaws of the Association, and the decisions, Community Policies and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, in proper cause, by an aggrieved Owner against another Owner or against the Association.

ARTICLE IV. MANAGEMENT AND ADMINISTRATION

4.1 Authorities to Manage; Association Duty to Maintain . Except as otherwise provided in the Declaration, the affairs of the Project shall be managed and administered by the Association. The Association shall have all rights, powers and duties of, and shall constitute and be, the "Association," as that term is used in the Texas Uniform Condominium Act. The Association shall have the right, power, and obligation to provide for the maintenance, repair, replacement and administration of the Project, to the degree and in the manner as provided in this Declaration, the Bylaws, and the rules and regulations of the Association. However, the Association shall not be responsible for owner maintenance obligations outlined in Section 3.7. The business and affairs of the Association shall be managed by the Board, and the Association may enter into a management agreement upon the terms and conditions approved by the Board and consistent with this Declaration.

4.2 Board of Directors .

a. Composition of Board. The Board shall consist of three to seven persons who are members of the Association, spouses of members, or in the event that a Unit is owned by a corporation or other business entity, an officer, director, shareholder, partner or employee of such entity who has been designated by such entity in writing to the Board. The election of Directors and determination of the number of directors shall be conducted at each annual meeting of members.

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b. Voting for Board Members. Each member shall be entitled to cast his total number of votes, as calculated in the manner provided in Section 4.5(b) of this Declaration. No member shall cast for any one candidate more than the total number of votes that member has. The candidates receiving the highest number of votes shall be deemed elected. All votes shall be cast by written ballot. Members shall not vote cumulatively for the election of Directors.

c. Quorum. The presence of a majority of Directors at a meeting of Directors shall constitute a quorum for the transaction of business. The action of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board.

d. Meeting Schedule. A meeting of the Board shall be held each year promptly after the annual meeting of the members, at the place of such annual meeting of members, for the election of officers and the consideration of any other business that may properly be brought before such meeting. Regular meetings of the Board shall be held at such times and places as the Board shall determine.

e. Length of Term.

(1) The members of the Board shall serve for a term of three (3) years commencing at the time of their election, or until their death, resignation, removal, or until they are no longer members of the Association, whichever is earlier.

(2) Commencing on the third anniversary date of the filing of the Declaration, one-third (1/3) to one-half (1/2) of the directors shall be elected every other year for a term of two or three years as determined by the Voting Members of the Association at their annual meetings.

(3) Any member of the Board may be removed from the Board, with or without cause, by the affirmative vote of sixty (60) percent of the members present in person or by proxy at a meeting of the Members with a quorum called to consider such action or at an annual meeting of the Members where such action is on the agenda for such annual meeting.

4.3 Articles of Incorporation and Bylaws . The administration of the Condominium Project shall be governed by this Declaration, the Articles of Incorporation of the Association, and the Bylaws of the Association, and the resolutions, rules, Community Policies and regulations adopted by the Board. The initial Articles of Incorporation of the Association and initial Bylaws of the Association are contained in Exhibit D and Exhibit E, respectively. Each of the foregoing documents may be amended or changed only in accordance with the amendment procedures contained in the respective documents. An Owner of a Unit, upon becoming an

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Owner, shall be a member of the Association and shall remain a member for the period of his ownership.

4.4 Administration and Enforcement of Declaration, Bylaws and Rules . The Association or any Owner may utilize any of the rights and remedies set forth below, for the enforcement of all restrictions, conditions, covenants, reservations, liens, bylaws, rules, charges and liabilities imposed by the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or Rules. Failure of the Association or any Owner to enforce shall not be deemed a waiver of the right to do so thereafter.

a. Rule and regulation authority. As noted, the Board may adopt rules and regulations (which are referred to as "Community Policies" or "Rules") for governing the use and maintenance of the property and obtaining compliance by Owners and their families, guests and tenants with the Declaration and with Association bylaws, rules and regulations, uses of Units, Common Areas, construction, repairs, parking, unsightly objects, occupancy limits relationships between Owners, tenants and/or the Association, enforcement, and other subjects reasonably affecting the Project. The Rules must be consistent with this Declaration and the project's By Laws, and any conflict shall be resolved, first in favor of this Declaration and second in favor of the By-Laws. The Rules (Community Policies) as of the time of adoption of this Declaration are the use and occupancy restrictions listed in Section 2.10 a. through c. [(1) through (29)] above.

b. Late charges and interest. The Board may adopt late charges and interest, from time to time, for late payment by the Owners of monies owed to the Association.

c. Returned check charges. The Board may assess returned check charges against an Owner, as set by the Board from time to time, for each returned check, plus late charges, until acceptable payment is received.

d. Non-assessment items first. All monies received from an Owner may be applied first to non-assessment obligations of the Owner, such as fines, late charges, interest, returned check charges, user fees, damages, etc., regardless of notations on checks and transmittal letters.

e. Suspension of voting rights and use rights. The right to vote and the right to use common facilities of any Owner who is more than sixty (60) days delinquent on any sum owed to the Association shall be automatically suspended without notice. Such suspension rights shall extend to general or special membership meetings, mail ballots, committee meetings, board meetings and all other meetings.

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f. Fines. The Board or the Association's Manager may assess reasonable fines against an Owner for violations by the Owner or his family, guests, agents or tenants of standards of conduct contained in the Declaration and the Association rules. Fines may also be assessed for violation of suspended common facility use rights. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. Written notice of the alleged infraction and the amount of fine must be sent to the Owner no later than thirty (30) days from the alleged infraction for the Association to be entitled to collect the fine.

g. Remedies against lessees. The Board shall have authority to evict lessees of Owners, after reasonable notice, for substantial or repeated violations of Association Community Policies. The Board shall have authority to enforce all Community Policies against the Owner's lessees and tenants as well as the Owner, including collection of fines for violations of the Declaration or Bylaws by the lessees.

h. Lessees or tenants may pay. If an Owner is delinquent in the payment of any sum due the Association for a period of thirty (30) days or more, any lessee or tenant of the Owner occupying the Unit may pay any sums due to the Association by the Owner in order to avoid suspension of common area use rights; and the lessee or tenant may deduct same from any part of rent due to the Owner. The Association may enter into indemnity agreements to protect lessees who pay money to the Association under authority of this section.

i. Leasing.

(1) The Board may adopt reasonable requirements for leasing a Unit, in addition to those contained in Section 2.10(24). For example, the Board may (a) require that tenants' names, work phones, home phones and emergency contact persons be registered with the Board or the Association's management company, or (b) recommend or require that a particular lease form be used, provided that Owners may reasonably modify or amend such lease form.

(2) The Rental Company does not act for the Association in leasing or renting individual Units, although the Rental Company may be operated by the Management Company. In either case, the Rental Company in leasing or renting units for their owners will cooperate to see that the Rules of the Association and Community Policies are consistently carried out. Additionally, in such case the Unit Owner shall inform the lessee or tenant that in leasing or renting the Owner's Unit, the Rental Company is not acting on behalf of the Association but on behalf of the Unit Owner.

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j. Interest. All sums due the Association by Owners shall bear interest from due date at the highest lawful rate allowed in the State of Texas.

k. Fees for special services. Fees chargeable to Owners for special services (such as furnishing resale certificates, eligibility certificates, copies of declarations, copies of information sent to mortgagees, copies of accounting records, etc.) shall be set by the Board from time to time.

l. Parking limitations. Vehicle owners shall reimburse the Association for any costs incurred in towing vehicles illegally parked provided notice required in applicable statutes is complied with in accordance with applicable statutes regarding illegal parking. Owners shall be responsible for parking violations of their tenants.

m. Pets. Limitation of kind of pets allowed in a Unit shall be set from time to time by the Board and shall uniformly apply to all Owners, their family, guests and tenants. Any rules regarding pets shall not be in conflict with Section 2.10(c)(4) and (5).

n. Publication of delinquencies. The Board may disclose and publish to Association members and mortgagees the financial condition of the Association, including a list of names of any delinquent Owners and amounts of any delinquencies. The Board may notify mortgage lenders and tenants of delinquent monies owed by such Owners to the Association. Mortgage lenders may notify the Board of any delinquencies in the payment of mortgages and will be encouraged to do so.

o. Name and address of new Owners. An Owner may not sell or convey his Unit without all monies due and owing to the Association being paid in full; and if such Owner does sell, convey, or transfer his Unit without paying such monies, such selling Owner shall remain liable for all monies accruing to the Association thereafter until such monies are paid in full. If an Owner sells or transfers ownership of his Unit and fails to notify the Association of the sale, the selling Owner shall continue to be liable for the assessments accruing after the sale or transfer until such time as the selling or transferring Owner notifies the Association in writing of the name and address of the new Owner. The new Owner shall also be liable for all monies becoming due from the date of such new Owner's acquisition of title as well as for any assessments as yet unpaid by the seller of such unit. The selling or transferring Owner shall have a right of indemnity against the new Owner for recovery of any sums paid by the selling or transferring Owner under this section.

p. Change of address. Owners shall keep the Association timely informed

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of their current addresses, e-mail address, telephone and fax numbers and any change in such information.

q. Names and addresses of tenants. Owners shall notify the Association of current names, addresses and telephone numbers of tenants of their respective Units.

r. Lien of the Association. The Association shall have a lien on an Owner's Unit, including any rentals and insurance proceeds relating to the Unit, to secure payment of all monies owed by the Owner to the Association. The lien and foreclosure of the lien is addressed further in Section 5.10.

s. Security devices on unit doors and windows. The Association may require all Unit Owners to comply with the Texas Property Code requirements for security devices on doors and windows to the same extent that the Code requires residential landlords to provide security devices, even if the Owner's Unit is not on the rental pool or under lease.

t. Venue and lawsuit authority. All obligations of owners, tenants and the Association arising under this Declaration, the Bylaws or Rules shall be performed in Kerr County, Texas, and venue for any lawsuits relating thereto shall be in Kerr County, Texas. The Association shall have the right to file and defend a suit (including injunctive relief) and recover on behalf of the Owners in any cause of action based on damages to the common facilities or Common Area or based on liabilities of Owners and their families, guests, agents, tenants or third parties accruing to Owners and/or the Association.

u. Attorney's fees. If delinquent accounts or other violations are turned over to the Association's attorney, the Owner shall be liable for all attorney's fees incurred by the Association in collecting monies, filing liens, foreclosing liens, releasing liens, prosecuting lawsuits, and/or otherwise enforcing the Declaration, Bylaws and Rules.

v. Association Entry. The Association shall have the right to enter an Owner's Unit for purposes of (1) inspection for utility leaks and frozen pipes, (2) prevention of water pipe freezing (by turning on heat or dripping faucets) and (3) protection of property rights and quiet enjoyment of other Owners. The Association shall require Owners to furnish the Association with entry keys to their Units for such purposes. Emergency utility leaks may be repaired by the Association at the Owner's expense without prior notice. Non-utility leaks for which the Owner is responsible under the Declaration, Bylaws or Rules may be repaired by the Association at the Owner's expense with prior notice delivered to the Unit if the Owner fails to promptly repair them. If the Unit is vacant and for sale or lease, the Unit Owner shall be certain that a key to the Unit is in the possession of the Association until it is sold or leased. In the event, for whatever reason, a key to a Unit is not available to the Association at any time, a

locksmith will be called to provide a key and entry to the Unit with the cost being charged to the Unit Owner.

w. Abandoned Unit. If an Owner abandons a Unit (neither the Owner nor anyone occupying the Unit with the Owner's permission is residing in the Unit) and if the Owner is more than sixty (60) days delinquent in payment of sums due the Association, the Association may enter the Unit and rent the Unit to third parties (subject to the right of any first or second lien holder) and apply all rents received to sums due the Association by the Owner and thereafter to the Owner's account and to any repairs to the Unit necessary for renting. Provided, however, such action may be taken only after ten (10) days' notice, sent via certified mail to the Owner's last known address and to the Owner's first lien mortgagee and second lien mortgagee, (if any), along with a copy of this section of the Declaration.

x. Notices to multiple Owners, tenants and mortgagees. Notice to or from one of multiple Owners, lessees or tenants of a Unit shall be deemed as notice to or from all Owners, lessees or tenants of that Unit. If an Owner is more than sixty (60) days delinquent, the Association may send to the Owner's tenant or lessee a copy of any Association notices or communications with the Owner.

y. Assignment of revenues. The Association shall have the power to convey a security interest in its revenues to a lender for purposes of obtaining loans necessary for the operation and/or improvement of the Project. No such security interest may be given without being approved by a vote of sixty (60) percent of all of the Association members voting in person or by proxy at an Association meeting.

z. Other powers. The Association shall have all other powers necessary and proper for the government and operation of the Association, including but not limited to those powers contained in the Texas Uniform Condominium Act.

4.5 Memberships and Voting.

a. Membership.

(1) The Association shall have only one class of members. Each Owner of a Unit shall be member of the Association.

(2) Membership in the Association shall be appurtenant to the legal, fee title to the Condominium Units of the Project, and upon the transfer of title to a Condominium Unit of the Project, the membership appurtenant thereto shall be deemed to be transferred to the grantee of such Condominium Unit, upon recordation of the deed or other conveyance thereof in the Real Property Records of Kerr County, Texas.

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b. Voting.

(1) Ownership of each Condominium Unit in the Project by a member Entitles the Owner or Owners (collectively) thereof to the one vote assigned to that Unit.

(2) If a Condominium Unit is owned by more than one person, the Owners who own fractional interests in such Condominium Unit aggregating more than fifty percent (50%) of the whole ownership thereof shall appoint one member who shall be entitled to exercise the vote assigned to that Condominium Unit at any meeting of the members of the Association. Such designation shall be made in writing to the Board of Directors and shall be revocable at any time by actual notice to the Board of Directors or upon the death or judicially declared incompetence of any one of the Owners of such Condominium Unit. No Unit Owners may split their votes based on any fractional ownership they may have in a Unit.

(3) No owner of a Unit within a Building Envelope will be entitled to vote until the foundation of the Unit under construction has been completed.

4.6 Insurance.

a. Fire and extended coverage.

(1) The Association shall obtain and maintain at all times insurance of the type and kind required by this Declaration, including such other risks, of a similar or dissimilar nature, as are or shall customarily be covered with respect to condominium projects, similar in construction, design and use, issued by responsible insurance companies authorized to do business in the State of Texas. The insurance shall be carried in blanket policy form naming the Association, the Owners and all mortgagees of Units (of whose lien interest the Association receives written notice) as the insureds. In addition, each policy or policies shall identify the interest of each Unit Owner and shall provide for a standard, noncontributory mortgage clause in favor of each First Mortgagee or Second Mortgagee. Further, the policy shall insure against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of all the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable.

(2) By resolution of the Board to which at least three-fourths (3/4ths) of the Directors thereof concur, the Association may obtain and maintain insurance covering the Units. Each Owner irrevocably designates the Association, as attorney-in-fact, to administer and distribute such proceeds as is elsewhere provided in this Declaration. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee or

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Second Mortgagee. The Board of Directors shall, upon request of any First Mortgagee or Second Mortgagee, furnish a certified copy of each blanket policy and a separate certificate identifying the interest of the Mortgagor.

(3) Unless the Board of Directors does obtain and maintain on all or some of the Units, each owner of a unit must carry adequate fire and casualty insurance on their respective units. Copies of these owner purchased policies must be provided to the Board on a current basis as requested.

(4) All policies of insurance shall provide that the insurance thereunder shall be invalidated or suspended only in respect to the interest of any particular Owner guilty of a breach of warranty, act, omission, negligence or non-compliance of any provision of such policy, including payment of the insurance premium applicable to that Owner's interest, or who permits or fails to prevent the happening of any event, whether occurring before or after a loss, which under the provisions of such policy would otherwise invalidate or suspend the entire policy, but the insurance under such policy, as to the interests of all other insured Owners not guilty of any act or omission, shall not be invalidated or suspended and shall remain in full force and effect.

(5) The Association, in order to preserve the integrity of the Project, shall be deemed to have an "insurable interest" in each Unit and the property contained within the unfinished interior surface of the perimeter walls, floors and ceiling of each Unit, and may insure such property and improvements within the interior unfinished perimeter walls, floors and ceiling of each Unit. Any insurance obtained by the Association or a Unit Owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the Unit Owners, Association and their respective servants, agents or guests.

(6) Each Unit Owner shall be obligated to rebuild his Unit and any structure within its Limited Common Elements that is destroyed by casualty. The portion of the insurance proceeds from the master policy maintained by the Association that are allocated to such Unit, if any, will be made available to the Owner of that Unit to pay for the costs to reconstruct the Unit and the improvements within the Limited Common Elements associated with that Unit. Any excess reconstruction costs that are not covered by insurance policies shall be paid by the Owner of the Unit, subject to the right of that Unit Owner to recover any such excess amount from any party that caused the damage to the Unit or Limited Common Elements.

b. **Liability Insurance.** The Association shall maintain a policy of comprehensive public liability insurance and property damage insurance against claims for personal injury or death, or property damage suffered by the public, or any Owner or Occupant, family member, agent, employee, or invitee of an Owner or Occupant, occurring in, or about the Common Elements, including, but not limited to walkways, terraces, passageways, driveways,

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roadways, stairs or property adjoining the Project, which public liability and property damage insurance shall afford protection to such limits and extent as the Association deems desirable; provided that the policy limit shall not be less than an amount approved at the Association annual membership meeting covering all claims for personal injury and/or property damage arising out of a single occurrence. In no event shall the liability policy amount be less than \$1,000,000 and it may be \$3,000,000 if the Board deems it desirable. Such liability and property damage insurance policy shall also contain a cross-liability endorsement wherein the rights of a named insured under the policy or policies shall not prejudice his, her or their action or actions against another named insured. Such insurance policy shall also provide that it cannot be canceled or substantially modified by either the insured or the insurance company until after ten (10) days prior written notice to each First Mortgagee and Second Mortgagee, to the extent allowed by law. This liability coverage does not insure the individual Unit Owner for liability or damages arising out of the use of his individual Unit as distinguished from the Limited Common Elements of the Project.

c. Fidelity bond. The Association may at its discretion maintain or cause to be maintained an adequate blanket fidelity bond covering all persons handling or responsible for funds of or administered by the Association and that such bond shall be of a kind and in an amount the Association deems necessary for the protection of the Owners.

d. Condominium Unit Owners Insurance. The insurance required in 4.6(a) does not insure the personal property, clothing and furniture and furnishings of the Unit Owner, and each such Unit Owner may, at the Owner's option and expense, obtain such other insurance as the Owner deems necessary to insure such personal property. In addition, the insurance required in 4.6(a) does not insure the Units or any fixtures, installations or additions composing a part of the Buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units or installed by or at the expense of the Owners, and which are not installed in accordance with the original plans and specifications for the Project. An Owner of a Unit may obtain at his cost and expense such additional insurance as may be necessary to insure his Unit and the fixtures and improvements therein.

4.7 Accounting and Audit. The Board shall keep or cause to be kept books of detailed account of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Project or the Association. Both the books of accounts and all vouchers supporting the entries made therein shall be available for examination at the office of the Association by all Owners at convenient hours on working days and the Board shall cause to be established and announced for general knowledge the days and hours within which such books shall be available for inspection. All such books and records shall be kept in accordance with generally accepted accounting procedures, consistently applied, and shall be audited at least once a year by an outside auditor selected by the Board unless directed otherwise

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by the Association at the annual membership meeting. The fiscal year of the Association shall be the calendar year unless another period is established by resolution of the Board.

4.8 Architectural Control Committee .

a. Until July 1, 2003, the Board served as the Architectural Control Committee for the Association, approving or disapproving construction, alteration and modifications pursuant to Section 3.8. After July 1, 2003, the Board may establish a separate Architectural Control Committee to recommend policies to the Board or it can continue to act as the Architectural Control Committee at its pleasure. If an Architectural Control Committee is created, any decision of the Architectural Control Committee may be vacated or modified by unanimous approval of the Board of Directors or a majority of all Unit Owners at a properly called meeting of the Association.

b. The Architectural Control Committee and the Board to which it reports shall apply the standards set forth in Exhibit H attached hereto. The standards may be changed or modified by the vote of sixty percent (60%) of the Unit Owners.

4.9 Security Policies .

a. The Association does not promise, warrant or guarantee the safety of Owners, occupants, family members, tenants, guests, or their agents or contractors or their personal property against the criminal actions of others. Each Owner and other person in the Project has the responsibility to protect himself or herself and to maintain insurance to protect his or her belongings. Owners and tenants should contact an insurance agent to arrange appropriate fire and theft insurance on their personal property.

b. No security system, patrol, access gate, or electronic security device can provide protection against crime at every location at every moment of the day or night. Even elaborate security systems are subject to mechanical malfunction, tampering, human error or personnel absenteeism, and can be defeated or avoided by clever criminals. Therefore, Owners and all other persons in the Project should not rely on such systems and should always protect themselves and their property as if no security systems exist. Owners and all other persons in the Project should make no other assumptions regarding security. The best safety measures are those precautions that can be performed as a matter of common sense and habit.

c. If security systems, security devices, access gates, or walk-through/drive-through services are utilized in the Project, no representation is made by the Association that such systems, devices or services will prevent injury, theft or vandalism. Any companies or individuals walking or driving the community on behalf of owners have no greater authority under the law to restrain or arrest criminals or to prevent crime than the ordinary citizen. The

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Association does not promise, warranty or guarantee that any such systems, devices or services do in fact discourage or prevent breaches of security, intrusions, thefts or incidents of violent crime. The Association reserves the right to reduce, modify or eliminate any security system, security devices, or services (other than any that are statutorily required) at any time; and such action shall not be a breach of any obligation or warranty on the part of the Association. "Neighborhood Crime Watch" signs, if any, do not imply safety or security.

d. If controlled access gates or intrusion alarms are provided, Owners will be furnished written operating instructions. It is the responsibility of Owners and their tenants to read them and bring any questions to the attention of the Association or its management company. Further, it is the responsibility of Owners and their tenants to promptly notify the Association in writing of any known problem, defect, malfunction or failure of door locks, window latches, lighting, controlled-access gates, intrusion alarms, and other security related devices in the common area. Each Owner and tenant must report to the Association any crime that he or she is aware of and that occurs in the Owner's Unit or in common areas near the Owner's Unit. If an Owner's Unit is equipped with an intrusion alarm, the Owner is responsible for all fines and other charges resulting from or attributable to the alarm, including false-alarm charges -- even if caused by the Owner's tenant, family members, guests or contractors. The Association has the right to enter a Unit for purposes of cutting off a security system in which the intrusion alarm is disturbing other Owners or their tenants.

e. Protecting Owners, their families, occupants, guests and invitees from crime is the sole responsibility of the respective Owners, occupants, and law enforcement agencies. Owners, tenants and other occupants should call the police or 911 first if a crime occurs or is suspected. Owners, tenants and other occupants should promptly report to the Association or the Association's management company in writing any common area locks, latches, lighting, overgrown shrubbery, fences, gates, intrusion alarm and other security-related devices that they believe are in need of repair or improvement.

f. The Association provides only two ingress and egress gates. The principal gate is entered from Highway 39 and the second one, which is only for emergency purposes, opens to Looker Drive in the Hills & Dales Subdivision. The Management Company representative will open the emergency gate when appropriate.

g. The Association expressly disclaims any duties to provide security services.

ARTICLE V. MAINTENANCE ASSESSMENTS

5.1 Assessments for Common Expenses. All Owners shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses.

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Common Assessments for the estimated Common Expense shall be due monthly in advance on or before the first day of each calendar month. By resolution of the Board, the frequency of collection of Common Assessments may be altered to a quarterly frequency. If an Owner fails to pay the Common Assessment applicable to his Condominium Unit by the fifth (5th) day after such assessment is due, the Board shall have the right to impose and assess a late charge in such amount (not to exceed any applicable usury limit) as may be established by the Board from time to time. The Common Assessments shall be paid regardless of whether leasing or rental income is being paid to a Unit Owner by the Renting Company.

5.2 Purpose of Assessments. The Common Assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the Owners of the Units, and in particular for the improvement, maintenance, operation, administration and preservation of the Project.

5.3 Determination of Assessments. The assessments to be paid by all of the Owners shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expense that will be taken into account in making this determination include, among other items, insurance premiums, taxes, governmental assessments, management costs and fees, expenses and liabilities incurred by the Association or Managing Agent under or by reason of this Declaration, expenses incurred in the operation and maintenance of administrative facilities, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. Owners that have exclusive use of Limited Common Elements shall not be subject to any special charges or assessments for the repair or maintenance thereof subject to the provisions of Section 3.7. The omission or failure of the Board to fix the assessment for any calendar quarter shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments.

5.4 Utilities. Each Owner shall pay for his own utilities which are separately metered and billed to each Unit Owner by the respective utility companies. Utility expenses which are not separately metered and billed shall be part of the Common Expenses and each Unit Owner shall pay his pro-rata share thereof as in the case of other Common Expenses. Utility expenses for Common Elements (such as septic systems and water systems) that service a limited number of Units will be maintained as part of the common assessment as hereinabove provided.

5.5 Owner Obligations for Assessments and Mid-year Alterations of Assessments.

a. All Owners shall be personally obligated to pay the Common Assessments imposed with respect to his Unit by the Association to meet the Common Expenses. The Common Assessments shall be imposed based upon each Owner's Assessment Interest in and to the Common Elements as listed on Exhibit C. Thereafter, the bases for the amount of the assessments are to be set by the Board of Directors at each Annual Meeting.

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b. If the Board determines at any time during the calendar year that an increase or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board shall call a special meeting of the Owners. By the assent of at least fifty (50) percent of the Unit Owners voting in person or by proxy, the amount of the Common Assessment for the remainder of such year may be altered. The new Common Assessment shall remain in effect until a new amount is established either under this Section 5.5 or under Section 5.7.

5.6 Special Assessment for Improvements . In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Common Assessment or Assessments applicable to that calendar year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the Common Elements. Such special assessment may be for the necessary fixtures and personal property related thereto, or for the purpose of any movable or personal property for the common use of all the Owners, or for such other purpose or purposes as the Board of Directors may consider appropriate and for the common benefit of all of the Owners.

5.7 Commencement of Assessments . The regular Common Assessments shall be due on the first day of each calendar month or the beginning of a quarter as the case may be. The assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of a calendar month. The Board shall fix the amount of the regular Common Assessments applicable to the units at least thirty (30) days prior to January 1st of each year. The Association or the Board may, change the assessments to quarterly rather than monthly.

5.8 No Exemption . No Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the General or Limited Common Elements or by abandonment of his Unit.

5.9 As noted in § 5.1, placing a Unit in the Rental Pool to receive a portion of the gross rentals shall have no effect on the obligation to pay all current assessments. No assessment may be satisfied by assigning all or a portion of renting pool participation to the Association.

5.10 New Units. Until a Unit within a Building Envelope is sold and title passes to the buyer, no assessment will be made. However, when title has passed, then the Owner of the Unit will be obligated to pay the lowest of all assessments then currently being paid by a Unit Owner until the Unit is completed, at which time the permanent maintenance interest will be assigned by the Board of Directors.

5.11 Lien for Assessments .

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a. All sums due and unpaid by a Unit Owner shall be secured by an express contractual lien (which is hereby created, granted and reserved) on such Unit and any insurance proceeds and rents relating to such Unit, which lien shall be superior and prior to all other liens and encumbrances, except only for:

(1) Assessments, liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Unit; and

(2) All liens securing sums due or to become due under any duly recorded and valid purchase-money first lien mortgage, or initial construction mortgage, including all unpaid obligatory sums as may be provided by such encumbrance and including additional advances made thereon.

b. To evidence the amounts from time to time secured by such contractual lien the Board of Directors may, but shall not be required to, prepare written notice setting forth the amount of such unpaid indebtedness, the name of the Owner of the Unit and a description of the Unit. Such notice shall be signed by one of the members of the Board of Directors or the Association's attorney and may be recorded in the Office of the County Clerk of Kerr County, Texas. Such contractual liens may be enforced by the Association through judicial foreclosure or nonjudicial foreclosure on the defaulting Owner's Unit. Any such foreclosure sale is to be conducted in accordance with the provisions applicable to the exercise of powers of sale in mortgages and deeds of trust, as set forth in the Texas Property Code, or in any other manner permitted by law. Each Owner, by accepting a deed to his Unit, shall be deemed to have expressly granted to the Association a power of sale upon his Unit to secure payment of the Common Assessments thereafter imposed upon the Owner. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, the costs and expenses for filing the notice or claim of lien and all reasonable attorney's fees. The Association shall have the right to bid on the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey same, if it is the highest bidder at such foreclosure sale. Without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or substitute trustee to exercise the power of sale.

c. Suit to recover a money judgment against the Owner for unpaid sums shall be maintainable without foreclosing or waiving said lien securing same.

d. Any lien holder on a Unit may pay any unpaid sums due or imposed with respect to such Unit, and upon such payment, the lien holder shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrances.

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5.12 Subordination of the Lien to Mortgages . The contractual lien securing monies owed to the Association shall be subordinate to the lien of any first or second lien purchase money mortgage or initial construction mortgage voluntarily granted or created by the Owner on his Unit to the extent, and recorded with the Clerk of Kerr County, Texas, prior to the due date of the amount(s) owed to the Association. The holder of such a mortgage is referred to as a "First Mortgagee" or "Second Mortgagee." Sale or transfer of any Unit pursuant to a foreclosure or a deed in lieu of foreclosure shall not affect said contractual lien as to the amounts secured thereby which became due and payable prior to the recording of the mortgage being foreclosed; provided, however, that the sale or transfer of any Unit pursuant to a foreclosure pursuant to a superior lien shall not extinguish the Association's contractual lien on amounts becoming due and after such foreclosure. No such foreclosure shall relieve such Unit, or the Owners thereof, from liability for monies owed by the Owner to the Association.

5.13 Statement of Assessments . Upon payment to the Association of a reasonable fee calculated to reimburse the Association for the cost of providing same, and upon the written request of any Owner or any lien holder or prospective purchase or lien holder of a Unit, the Association, by its Board of Directors or the Managing Agent, shall issue a written statement setting forth the unpaid Common Assessments and other sums due, if any, with respect to the subject Unit, the amount of the current Common Assessments, the date the next of such Common Assessments becomes due and payable, which shall be conclusive upon the Association in favor of the addressee of such statement.

ARTICLE VI. DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 Destruction or Obsolescence . Repair and reconstruction of the Units or Common Elements, as used in the succeeding subsections, means restoring the Units and Common Elements to substantially the same condition as they existed prior to the damage, with each Unit and the Common Elements having the same vertical and horizontal boundaries as prior to such damage and destruction. The proceeds of any insurance collected by the Association, if any, shall be made available to the Unit Owners for the purpose of repair, restoration or replacement, unless all of the Owners and all of the First Mortgagees and Second Mortgagees agree not to rebuild in accordance with the provisions below:

a. If damage to or destruction of Units or Common Elements is due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct the damaged Units and Common Elements shall be applied by the Association to such reconstruction, and the damaged Units and Common Elements shall be promptly repaired and reconstructed by the Owners of such Units and Common Elements. Each Unit Owner shall be responsible for reconstructing his Unit and the Limited Common Areas associated with his Unit, subject to the receipt of a portion of the insurance proceeds from the insurance policy that may be maintained by the Association.

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b. If the insurance proceeds are insufficient to repair and reconstruct the damaged Units and Limited Common Elements, and if such damage is not more than all the Units, such damage or destruction shall be promptly repaired and reconstructed by the Unit Owners, and the insurance proceeds will be allocated by the Association among the Unit Owners in proportion to the total costs necessary to reconstruct the damaged Units and Limited Common Areas. Any additional costs necessary to reconstruct a damaged Unit and Limited Common Area will be paid by the individual Unit Owner that owns such Unit and Limited Common Area, subject to the right of each such Unit Owner to recover damages from any party responsible for such casualty.

c. If all the Units are destroyed or damaged, and if the Owners representing the aggregate ownership of one hundred percent (100%) of the Common Elements do not voluntarily, within one hundred (100) days thereafter, agree to reconstruct all of the Units and their Limited Common Elements, the Association shall forthwith record a notice setting forth such fact or facts, and upon the recording of such notice by the Association the entire remaining Project shall be sold by the Association free and clear of the provisions contained in this Declaration, the Map and the Bylaws. The insurance settlement proceeds shall be collected by the Association, and such proceeds shall be divided by the Association according to each Unit Owner's interest in the Common Elements, and such divided proceeds shall be paid into separate accounts, one for and attributable to each Unit. Each such account shall be in the name of the Association, and shall be further identified by the number of the Unit and the name of the Owner. From each separate account, the Association shall use and disburse the total amount in each such account, without contribution from any one account to another, toward the full payment of (a) all taxes and special Assessments upon such Unit, (b) all recorded liens upon the Unit and (c) all unpaid Common Assessments upon such Unit and with the balance, if any, being payable to the Owner of such Unit. There shall be added to each such account, the apportioned amount of the proceeds derived from the sale of the entire Project. Such apportionment shall be based upon each Condominium Unit Owner's proportionate interest in the Common Elements. The total funds of each account shall be used and disbursed, without contribution from one account to another, by the Association for the same purposes and in the same order as is provided in the preceding sentence. Any decision to terminate the Condominium Regime must have the approval of First Mortgagees and Second Mortgagees holding mortgages on Units which have at least fifty one percent (51%) of the votes of the Association.

d. If the Owners representing a total ownership interest of one hundred percent (100%) of the Common Elements adopt a plan for reconstruction, then all of the Owners and their successors in title shall be bound by the terms and provisions of such plan.

6.2 Judicial Partition. There shall be no judicial partition of the Common Elements, nor shall any person acquiring any interest in the Project or any part thereof seek any such

Roddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 35

judicial partition, until the happening of the conditions set forth in Section 6.1 in the case of damage or destruction or unless the Condominium Regime has been terminated.

6.3 Condemnation.

a. If all or part of the Project is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees and Second Mortgagees known to the Association to have an interest in any Unit. The expense of participation in such proceedings by the Association shall be a Common Expense.

b. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied as provided below. If an action in eminent domain is brought to condemn a portion of the Limited Common Elements, the Owner of the Unit that benefits from such Limited Common Elements shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey the Property to be condemned to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking of the Limited Common Elements, all damages and awards shall be paid to the account of the Owner that owns the Unit that is associated with such Limited Common Elements.

ARTICLE VII. PROTECTION OF MORTGAGEES

7.1 Mortgage Priorities. Any Owner shall have the right from time to time to mortgage or encumber his Unit by deed of trust, mortgage or other security instrument.

7.2 Notice to Association. Upon request by the Association, an Owner who mortgages his Unit shall provide the Association with the name and address of his mortgagee. Each mortgagee shall be permitted to notify the Association of the fact that such mortgagee holds a deed of trust or mortgage on a Unit. The Board shall maintain such information in its records.

Rocky Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 36

7.3 Notice of Default: Lapse in Insurance . The Association shall notify a mortgagee of a Unit in writing, upon written request of such mortgagee, who also provides the Association with its name and address and the number of the Unit on which it holds its lien, of any default by the Owner of such Unit in performing such Owner's obligations, as set forth in the Declaration, which are not cured within thirty (30) days after written notice to do so has been given. The Association, upon written request, shall notify a First Mortgagee or Second Mortgagee of any lapse, cancellation, or material modification of any insurance policy of fidelity bond maintained by the Association.

7.4 Examination of Books . Upon request, the Association shall permit Unit Owners and their mortgagees to examine current copies of the Declaration, Bylaws, other rules concerning the Project and the books and records of the Association respecting their Units during normal business hours.

7.5 Reserve Fund . The Association may establish adequate reserve funds for replacement of Common Elements and fund the same by regular Common Assessments rather than by special Common Assessments. The purpose of the fund is to pay for unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board or a majority of the Unit Owners.

7.6 Annual Audits . Upon written request the Association shall furnish each First Mortgagee and Second Mortgagee an annual financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association upon payment of reasonable copy charges.

7.7 Notice of Meetings . Upon written request, the Association shall furnish a First Mortgagee or Second Mortgagee prior written notice of all meetings of the Association and shall permit the designation of a representative of such First Mortgagee or Second Mortgagee to attend such meetings.

7.8 Notice of Damages or Destruction . Upon written request, the Association shall furnish a First Mortgagee or Second Mortgagee timely written notice of any substantial damage or partial destruction of any Unit on which such First Mortgagee or Second Mortgagee holds the mortgage if such loss exceeds One Thousand and No/100ths Dollars (\$1,000.00) and of any part of the Common Elements if such loss exceeds Ten Thousand and No/100ths Dollars (\$10,000.00).

7.9 Management Agreements . The Association shall be professionally managed. A management certificate, in compliance with the requirements of the Texas Uniform Condominium Act, shall be timely filed with the County Clerk of Kerr County, Texas. A copy of the management certificate to be used is contained in Exhibit F and may be modified as

Reddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 37

needed or required by law. If a management agreement is terminated, the Association through its Board of Directors shall enter into a new management agreement.

7.10 Alteration and Destruction of Units . The Association may not alter or destroy a Unit or a Limited Common Element without the consent of its Owners and the First Mortgagees and Second Mortgagees of the Unit.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1 Amendments to Declaration: Approval of Owners and Mortgagees .

a. The terms of this Declaration can be amended upon the vote of sixty (60) percent of the Unit Owners voting, either in person or by proxy, at a regular Annual Meeting of the Association. Notice of such meeting and amendments shall be given to the Board, Unit Owners and Mortgagees at least fifteen (15) days before the stated Annual Meeting. However, the right to develop and construct additional units by the Declarants as provided for in § 2.4 shall not be subject to change by vote of the Unit Owners or the Mortgagees.

b. No Declaration amendments may be made which materially and adversely affect the security interest of any First Mortgagee or Second Mortgagee of a Unit, without their approval which shall not unreasonably be withheld.

c. The Board of Directors may, by unanimous vote, at any time amend this Declaration or the Bylaws by instrument duly signed, acknowledged and filed for record, for the sole purpose of having the Declaration comply with financing eligibility requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Administration, or comparable federal or state agencies.

8.2 Dimensions. Any square footage, size and dimensions of a Unit as set out and shown in this Declaration or on the Map are approximate and are shown for descriptive purposes only, and the Association does not warrant, represent, or guarantee that any Unit actually contains the area, square footage, or dimensions shown by the plat thereof. A purchaser of a Unit shall have no claim or demand against the Association because of any difference, shortage, or discrepancy between the Unit as actually and physically existing and as it is shown on the Map. The existing physical boundaries of a Unit or of any Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be in the boundaries, regardless of settling, rising or lateral movement of the building and regardless of variance between the boundaries shown on the Map and those of the Buildings.

8.3 Ownership of Common Personal Property . No Owner shall have any other interest or right to personal property owned by the Association.

Rocky Tree Ranch Condominiums AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 34

8.4 Change in Documents . Upon written request, the holder of any mortgage covering any of the Units shall be entitled to written notification from the Association of any amendment to this Declaration fifteen (15) days prior to the effective date of any change in this Declaration.

8.5 Nonliability and Release of the Association, Officers and Directors .

a. Nonliability and release. THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS SHALL NOT BE LIABLE TO UNIT OWNERS, THEIR TENANTS, AND PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, FOR PROPERTY DAMAGE, PERSONAL INJURIES OR HARM RESULTING AT ANY TIME FROM NEGLIGENT CONDUCT OF THE ASSOCIATION OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS RELATING TO ENFORCEMENT OR NONENFORCEMENT OF THE ASSOCIATION'S DECLARATION OR RULES. THIS INCLUDES BUT IS NOT LIMITED TO DECLARATION PROVISIONS AND RULES REGARDING PET LEASH REQUIREMENTS, TRAFFIC INTERSECTION SIGHTLINES, TRAFFIC SIGNS, VEHICLE PARKING, COMMON AREA LIGHTING, FENCING, COMMON AREA SECURITY, HAZARDOUS MATERIAL STORAGE, ELECTRICAL LINES, GAS LINES OR SANITARY SEWER SYSTEM FAILURES, ETC. BY ACCEPTANCE OF A DEED OR LEASE, OWNERS AND TENANTS, AS WELL AS PERSONS ON THE PROPERTY AT THEIR INVITATION OR WITH THEIR PERMISSION, ARE DEEMED TO HAVE RELEASED THE ASSOCIATION AND ITS OFFICERS AND DIRECTORS FROM SUCH LIABILITY, TO THE EXTENT AUTHORIZED BY LAW. THE FOREGOING DOES NOT RELEASE AN OFFICER OR DIRECTOR FROM LIABILITY FOR ACTS OR OMISSIONS WHICH ARE (1) A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY AND FIDUCIARY DUTY TO THE ASSOCIATION OR ITS MEMBERS, (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR INVOLVING INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (3) A TRANSACTION FROM WHICH AN OFFICER OR DIRECTOR RECEIVES AN IMPROPER BENEFIT, WHETHER OR NOT THE BENEFIT RESULTED FROM AN ACTION TAKEN WITHIN THE SCOPE OF THE DIRECTOR'S OFFICE, OR (4) AN ACT OR OMISSION FOR WHICH THE LIABILITY OF THE DIRECTOR IS EXPRESSLY PROVIDED BY STATUTE.

b. Indemnity. The Association shall indemnify all Directors and Officers from all claims, demands, actions and proceedings and any expenses in connection therewith, except if such Director or Officer has acted in violation of the foregoing non-liability and release.

c. Directors and officers liability insurance. The Board may purchase (but is not required to purchase) directors and officers liability insurance. Such insurance and any indemnification payments shall be treated as a common expense. The Board of Directors is

Boddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 39

authorized and directed to modify the Association's corporate charter to conform to this Section 8.5.

d. Compensation. Members of the Board will serve without compensation.

8.6 Notices. All notices, demands, or other notices intended to be served upon an Owner may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event addressed in the name of such Owner in care of the Unit number and Building address of such Owner. All notices, demands or other notices intended to be served upon the Board of Directors of the Association, may be sent by ordinary or certified mail, postage prepaid, or by personal delivery, in any event to the management company for the Association, until such address is changed by a notice of address change duly recorded in the Real Property Records of Kerr County, Texas.

8.7 Conflict Between Declaration and Bylaws. Whenever the application of a provision of this Declaration conflicts with the application of any provision of the Bylaws adopted by the Association, the provisions or application of this Declaration shall prevail.

8.8 Invalidation of Parts. If any of the provisions of this Declaration or any section, sentence, clause, phrase or word or the application thereof in any circumstances is invalidated or declared unenforceable, such invalidity shall not affect the validity of enforceability of the remainder of this Declaration and the application of any provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

8.9 Omissions. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes of this Declaration, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.10 Consent of Mortgagee. The financial institution holding a first lien on the Property at the time of recordation of this Declaration consents to the creation of the Declaration, as set forth in Exhibit G.

IN WITNESS WHEREOF, this Declaration has been executed as of the 14th day of December, 2011.

LAZY DAYS, LP, a Texas Limited Partnership
By: RODDY TREE, INC. a Texas
Corporation, General Partner of LAZY
DAYS, L.P.

Helen R. Gambrell
By: Helen R. Gambrell, President

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on this 14th day of December 2011 by Helen R. Gambrell, President of RODDY TREE, INC., a Texas corporation, General Partner of LAZY DAYS, L.P., a Texas limited partnership, on behalf of said limited partnership and the members of the Roddy Tree Ranch Homeowners Association, Inc.

Molly Adams
Notary Public in and for
The State of Texas

My Commission Expires: 8-5-15



**Roddy Tree Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS- Page 41**

EXHIBITS:

- A - Legal Description of Property and Easements
- B.1 - Map and Plans of the Property and Units (including Exhibits A, B, C and D)
- B.2 - Footprints of Units and their Total Limited Common Elements
- C - Maintenance Assessments for Each Unit
- D - Articles of Incorporation of Condominium Homeowners Association
- E - By Laws of Condominium Association
- F - Form Management Certificate
- G - Consent of Mortgagees
- H - Architectural Standards

Rocky Top Ranch Condominiums AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS - Page 42

EXHIBIT B.2
FOOTPRINTS AND LIMITED COMMON ELEMENTS

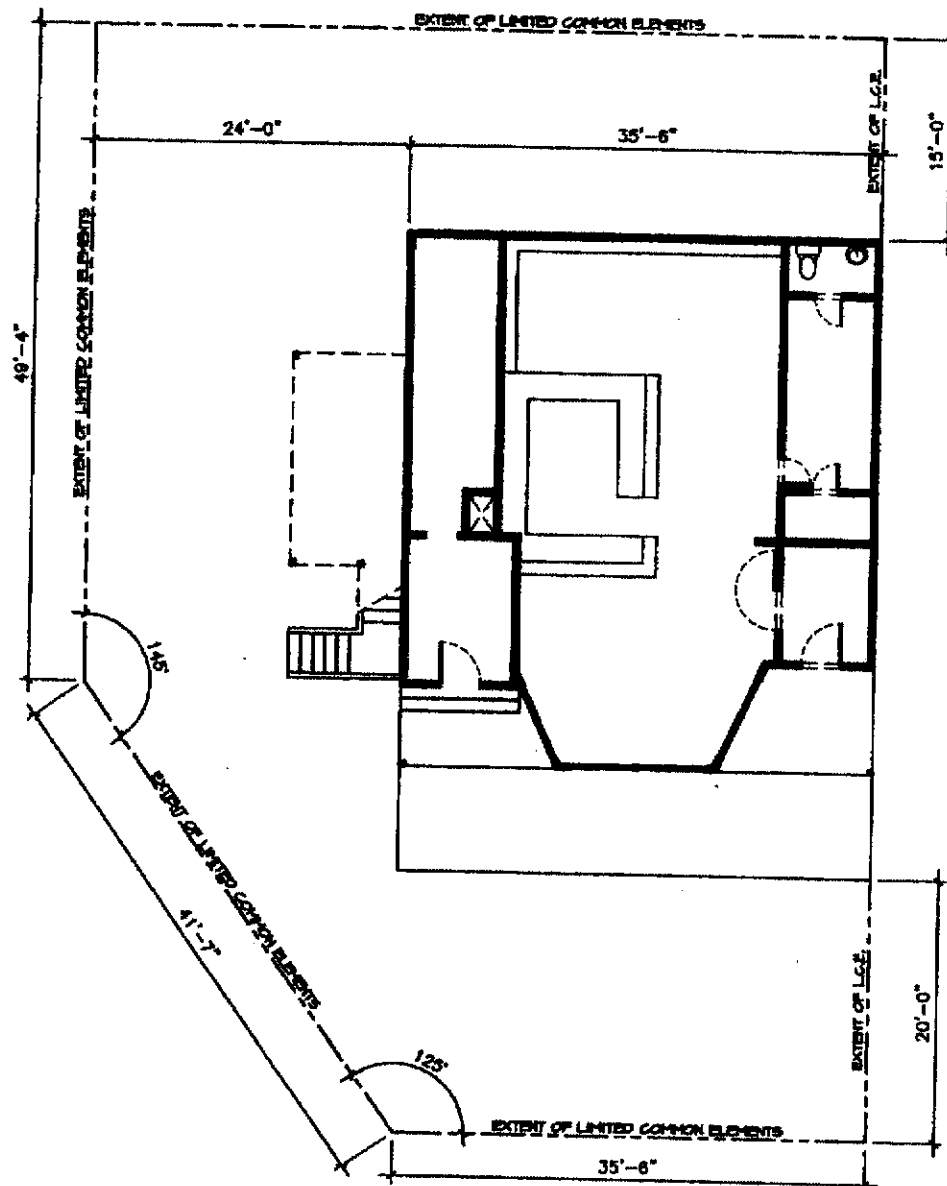
Phases I and II*

Unit 1. Office/Treehouse
Unit 2. Green Acres
Unit 3. Wrangler
Unit 4. The Pier
Unit 5. Chicken Coop
Unit 6. Val & Sal's
Unit 8. Hi Haven
Unit 9. The Roost
Unit 10. Lone Star
Unit 11. Little Bear
Unit 12. Wildflower
Unit 13. Storybook
Unit 14. Ponderosa
Unit 14B. Bunk House

Phase III

Sites 16 - 20
Sites 21 - 22
Sites 23 - 27
Sites 28 - 30

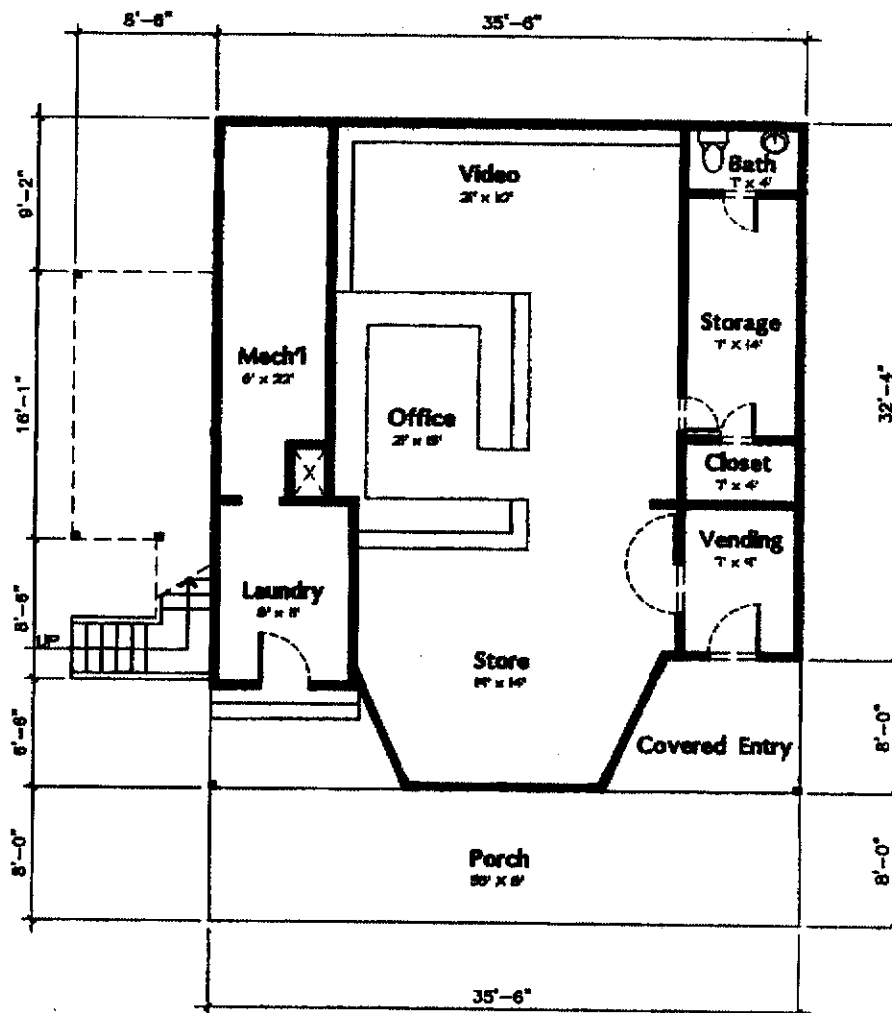
***No Units 7 & 15**

**Unit 1 - Site Plan**

Scale: 1" = 10'

Approx. 4,528 Sq. Ft. of Total Limited Common Element

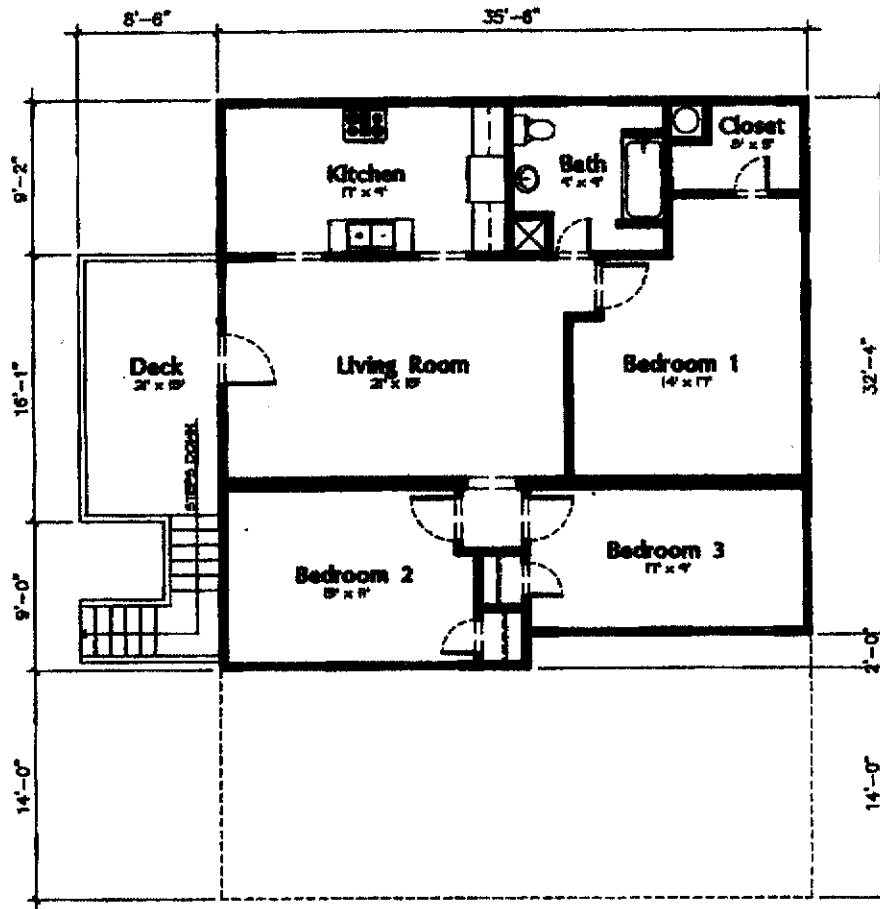
Sheet 1 of 3



Unit 1 First Floor - The Office Floor Plan

Scale: 1" = 8' / approx. room sizes shown
1,289 Conditioned Sq. Ft. & 661 Sq. Ft. of Deck

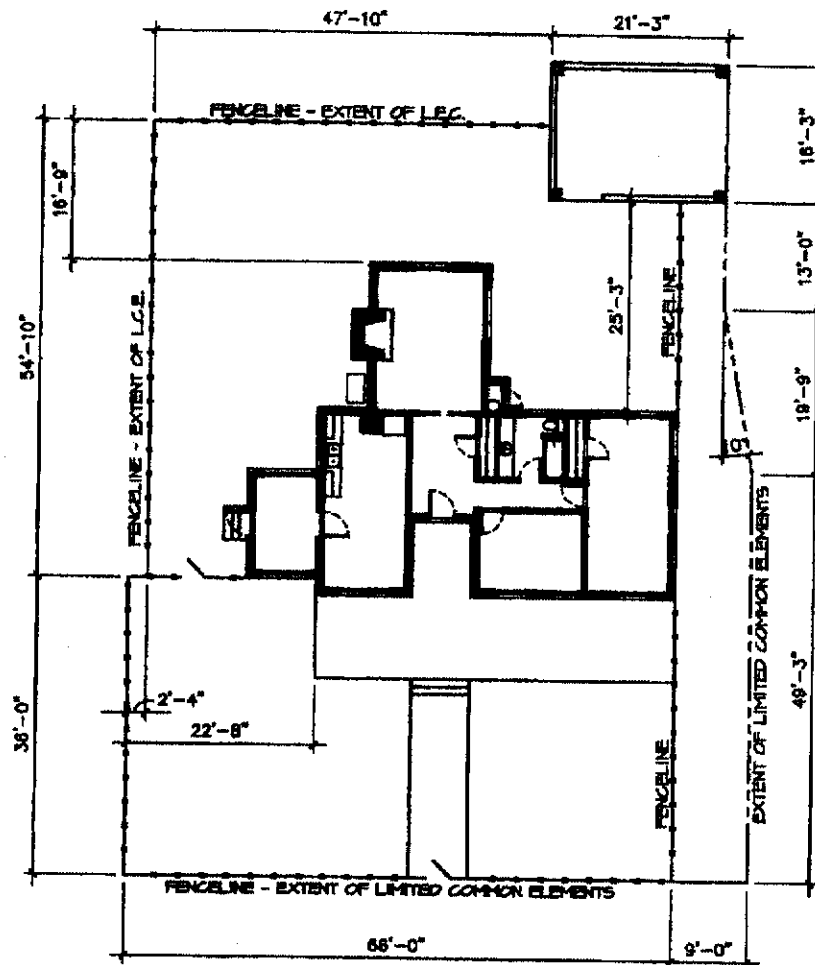
Sheet 2 of 3



Unit 1 Second Flr. - The Tree House Floor Plan

Scale: 1" = 8' / approx. room sizes shown
1,184 Conditioned Sq. Ft. & 661 Sq. Ft. of Deck

Sheet 3 of 3

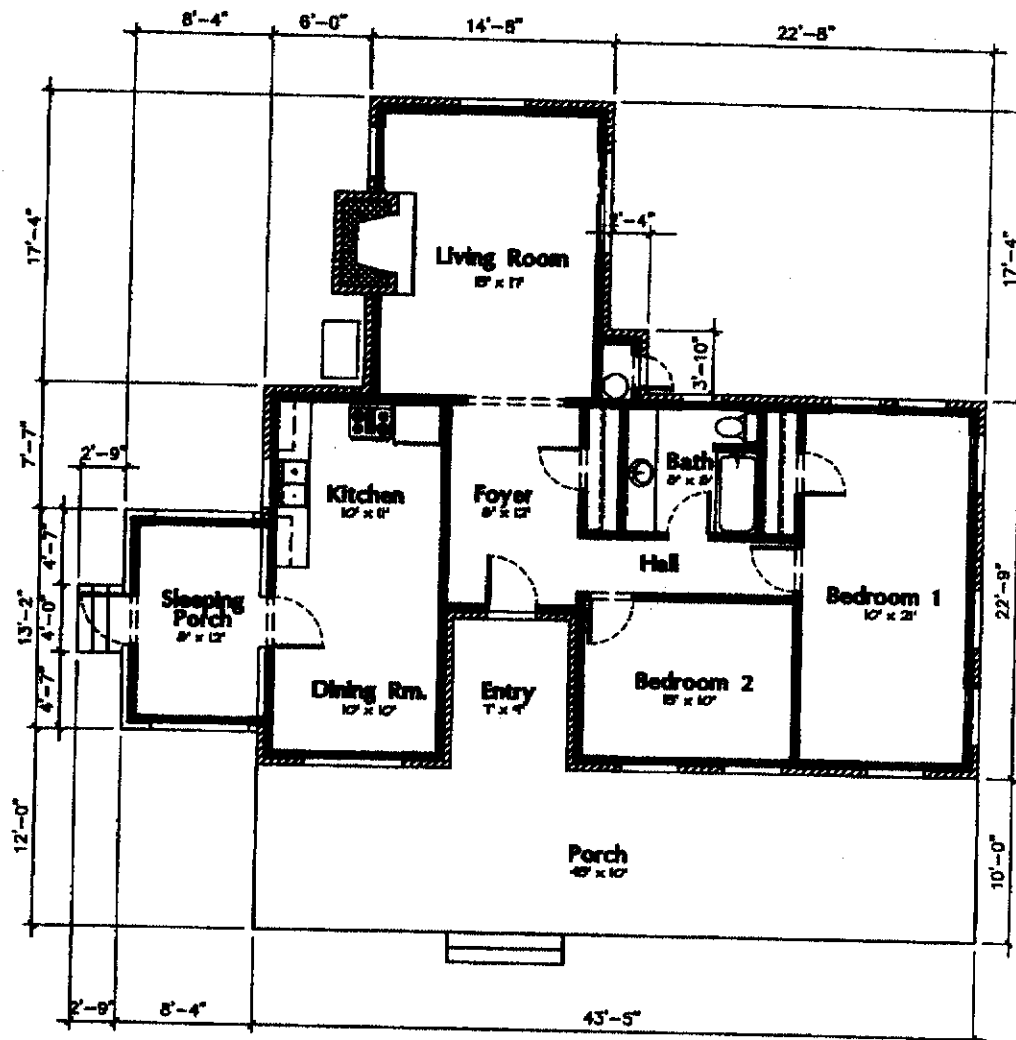


Unit 2 - Green Acres Site Plan

Scale: 1" = 16'

Approx. 6,733 Sq. Ft. of Total Limited Common Element

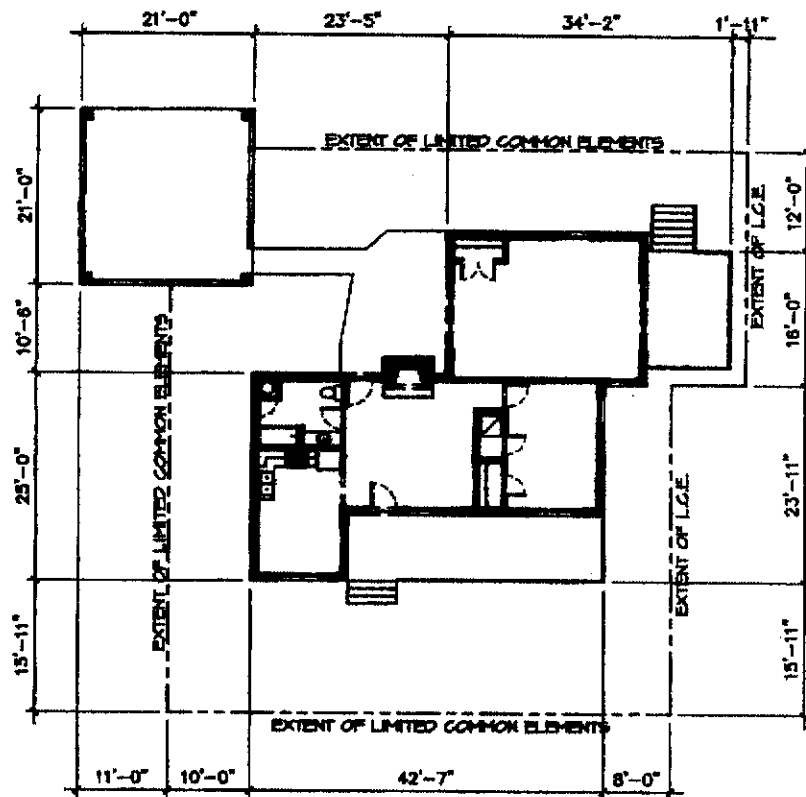
Sheet 1 of 2



Unit 2 - Green Acres Floor Plan

Scale: 1" = 8' / approx. room sizes shown
1,214 Conditioned Sq. Ft. & 661 Sq. Ft. of Deck

Sheet 2 of 2

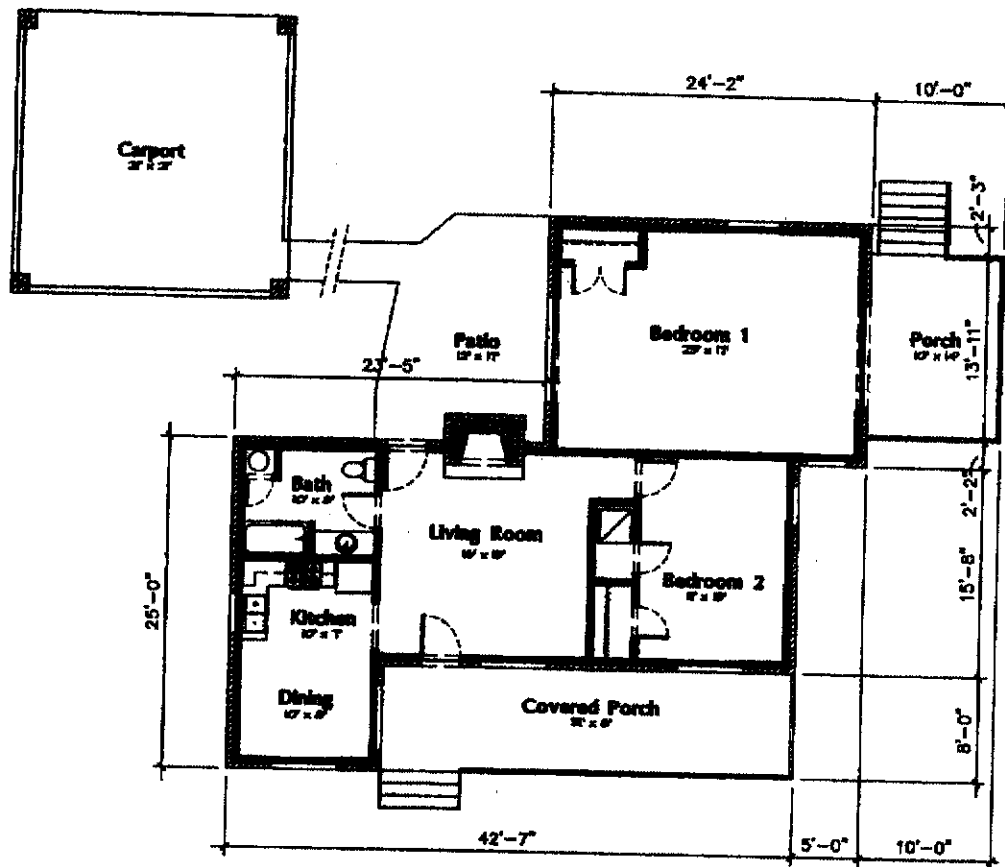


Unit 3 - The Wrangler Site Plan

Scale: 1" = 16'

Approx. 4,860 Sq. Ft. of Total Limited Common Element

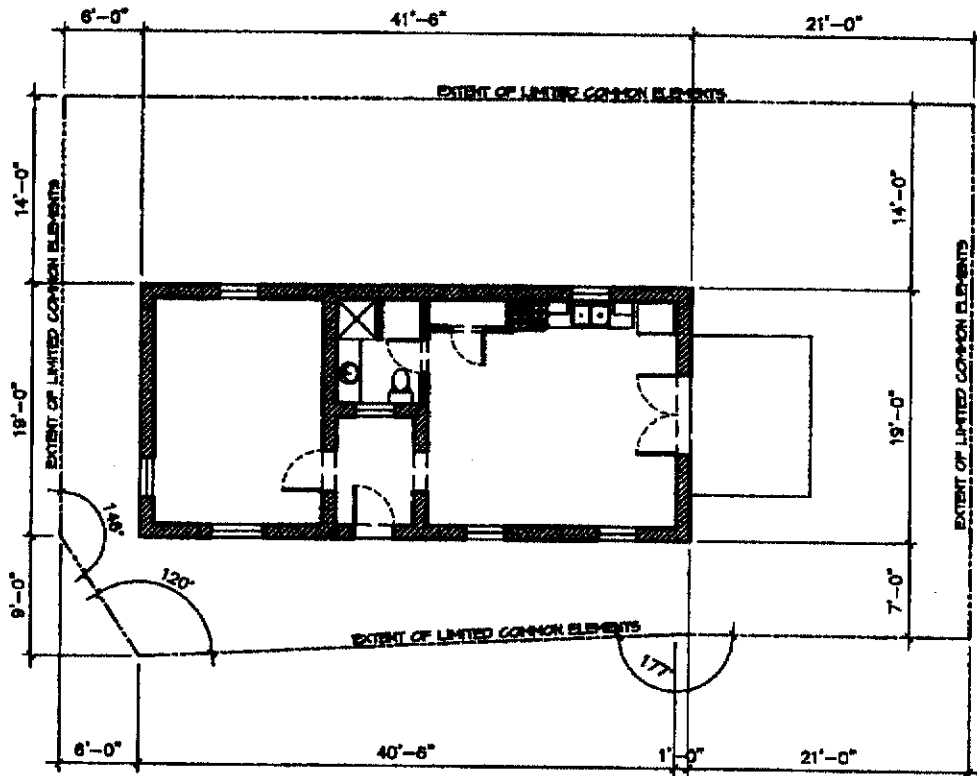
Sheet 1 of 2



Unit 3 - The Wrangler Floor Plan

Scale: 1" = 10' / approx. room sizes shown
1,236 Conditioned Sq. Ft. & 948 Sq. Ft. of Porch/Patio/Garage

Sheet 2 of 2

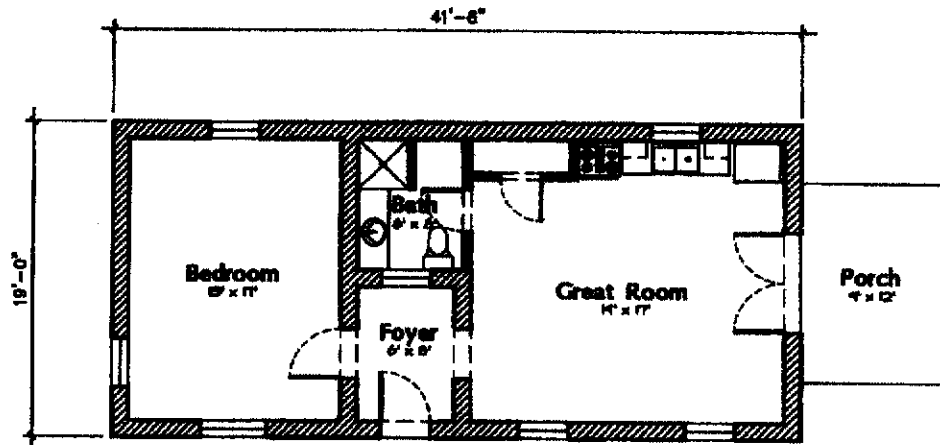


Unit 4 - The Pier Site Plan

Scale: 1" = 10'

Approx. 2,766 Sq. Ft. of Total Limited Common Element

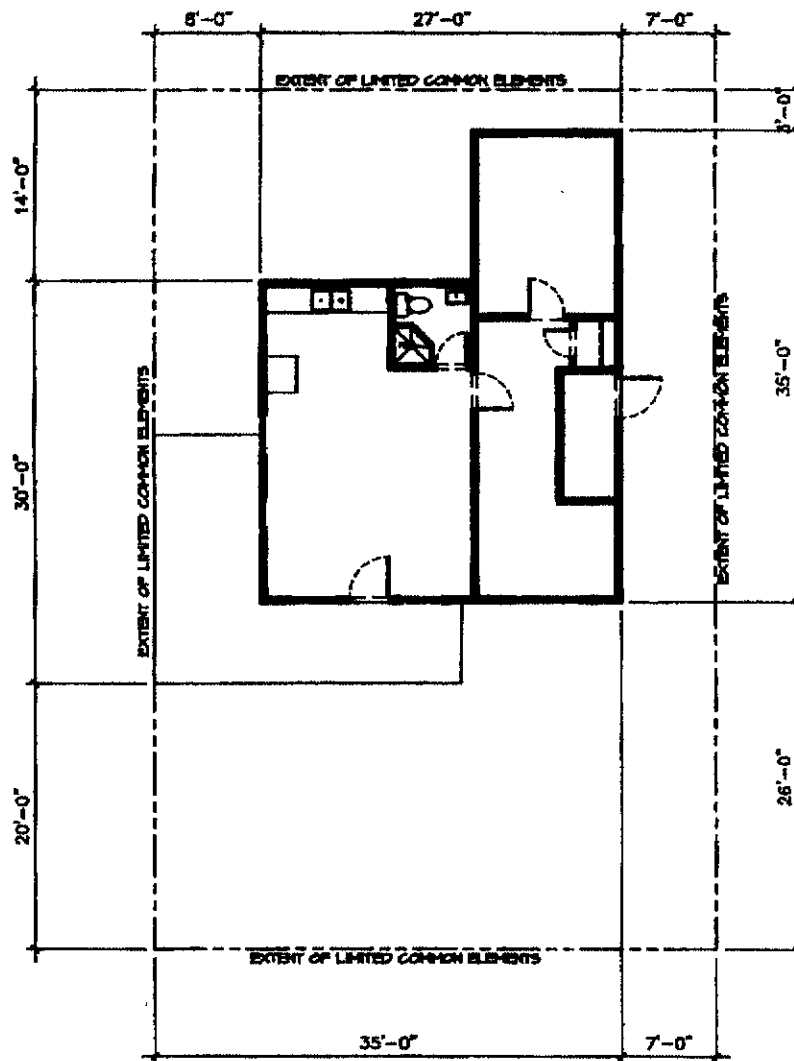
Sheet 1 of 2



Unit 4 - The Pier Floor Plan

Scale: 1" = 8' / approx. room sizes shown
788 Conditioned Sq. Ft. & 108 Sq. Ft. of Porch

Sheet 2 of 2

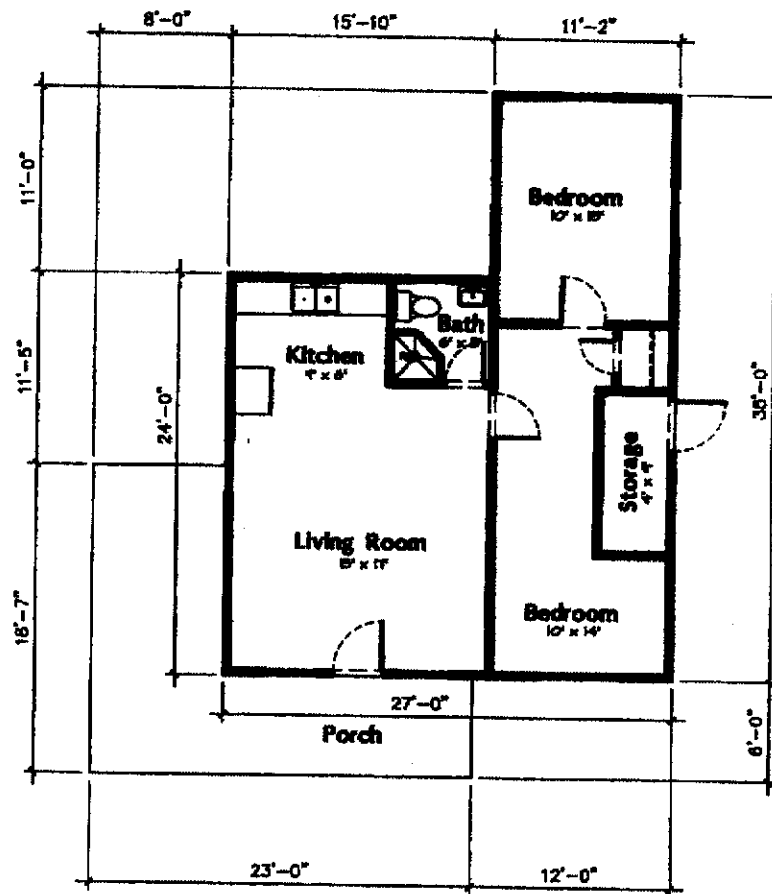


Unit 5 - Chicken Coop Site Plan

Scale: 1" = 10'

Approx. 2,688 Sq. Ft. of Total Limited Common Element

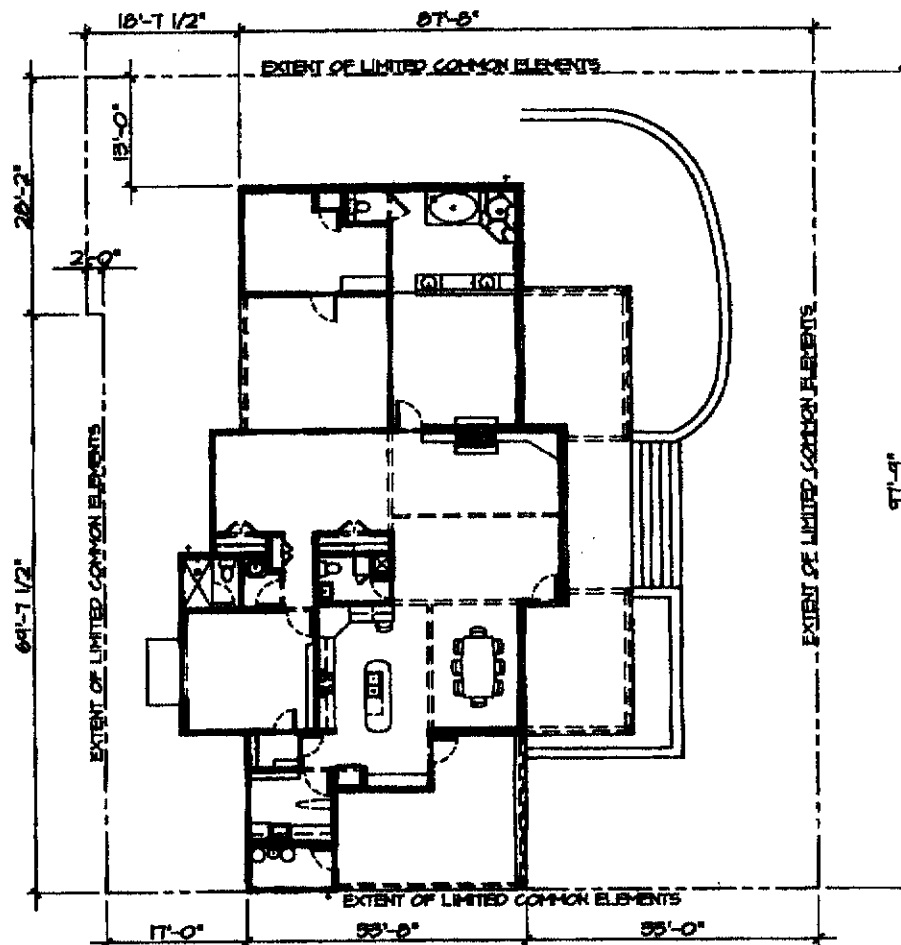
Sheet 1 of 2



Unit 5 - Chicken Coop Floor Plan

Scale: 1" = 8' / approx. room sizes shown
770 Conditioned Sq. Ft. & 681 Sq. Ft. of Deck

Sheet 2 of 2

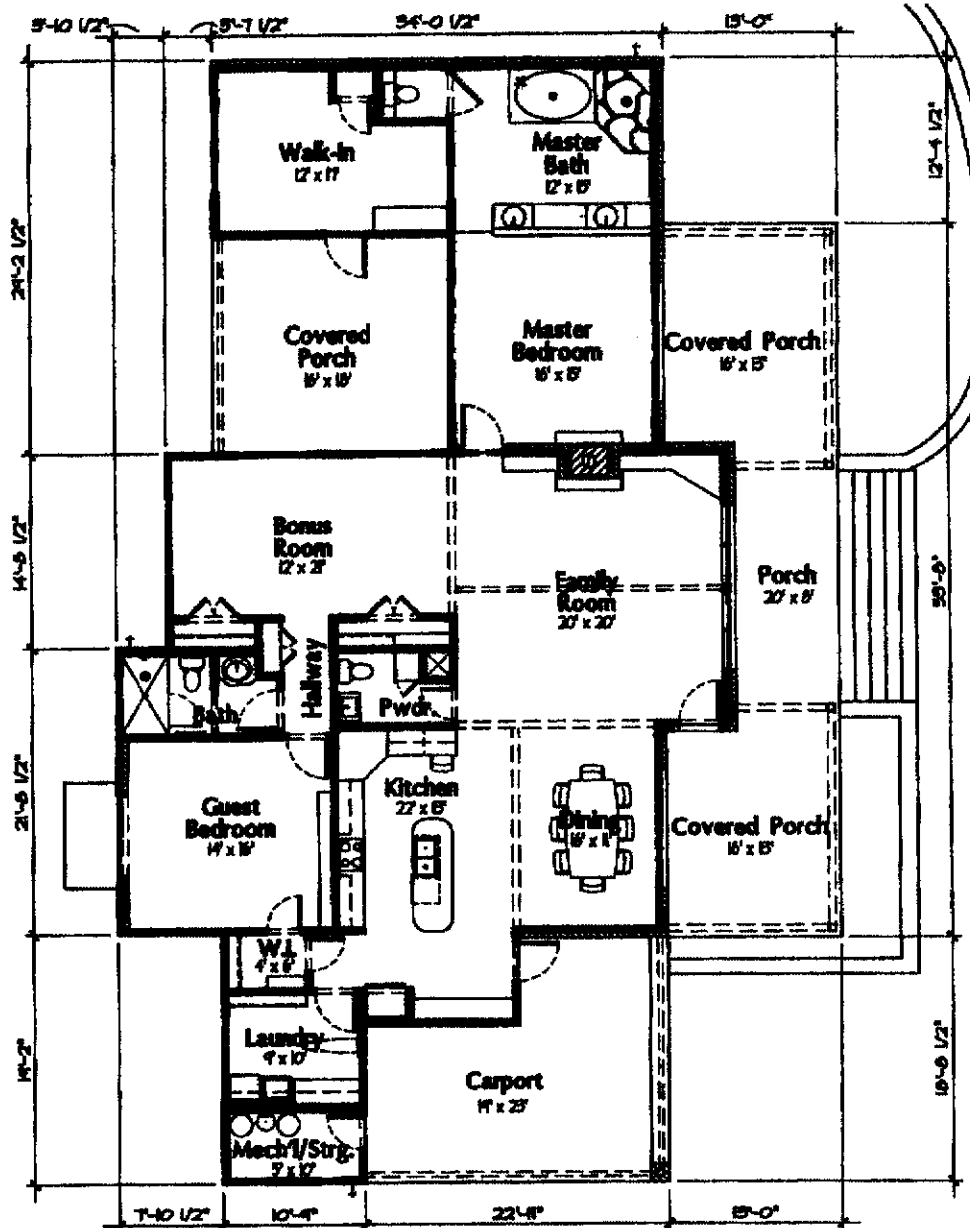


Unit 6 - Val & Sal's Site Plan

Scale: 1" = 16'

Approx. 8203 Sq. Ft. of Total Limited Common Element

Sheet 1 of 2

**Unit 6 - Val & Sal's Floor Plan**

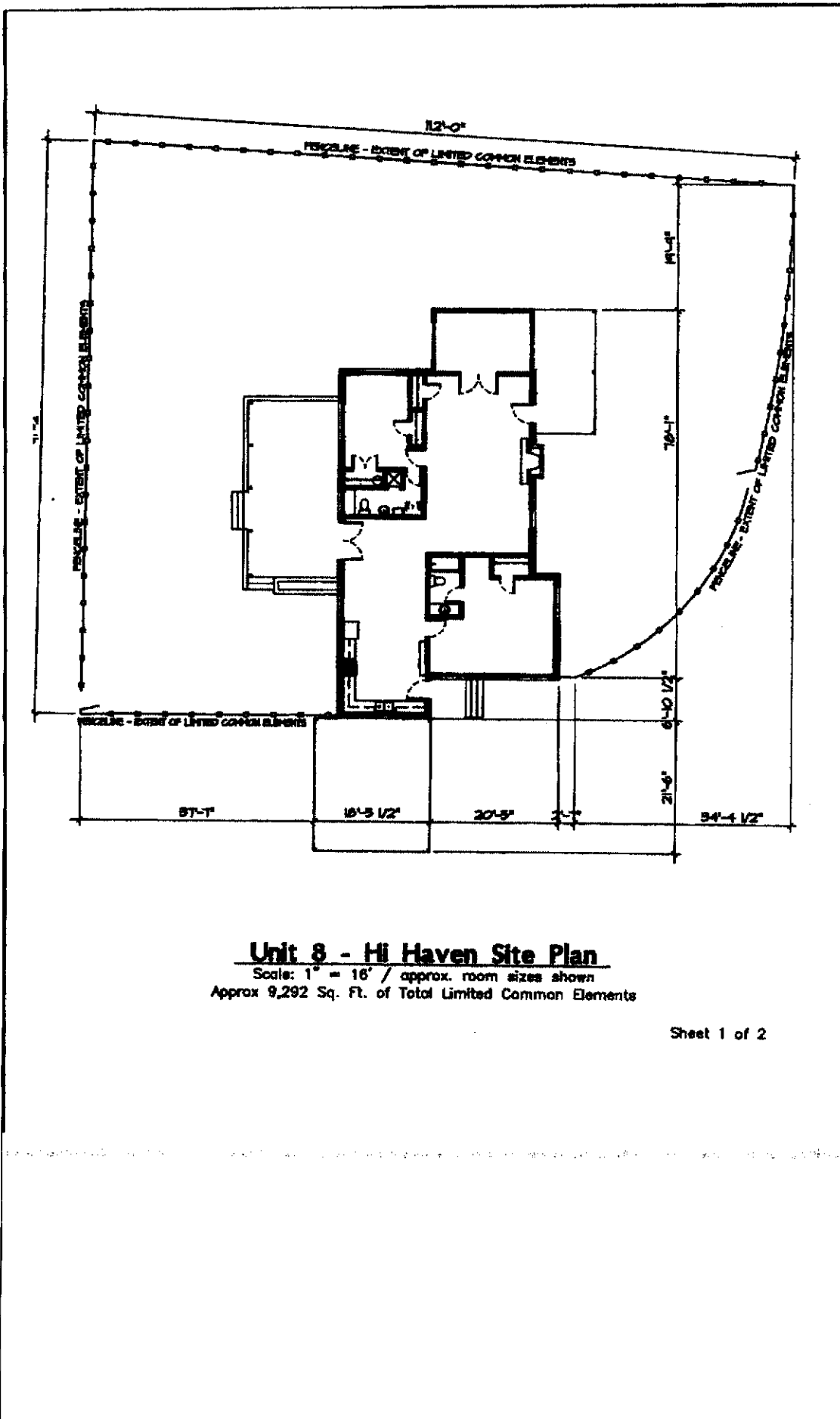
Scale: 1" = 10' / approx. room sizes shown

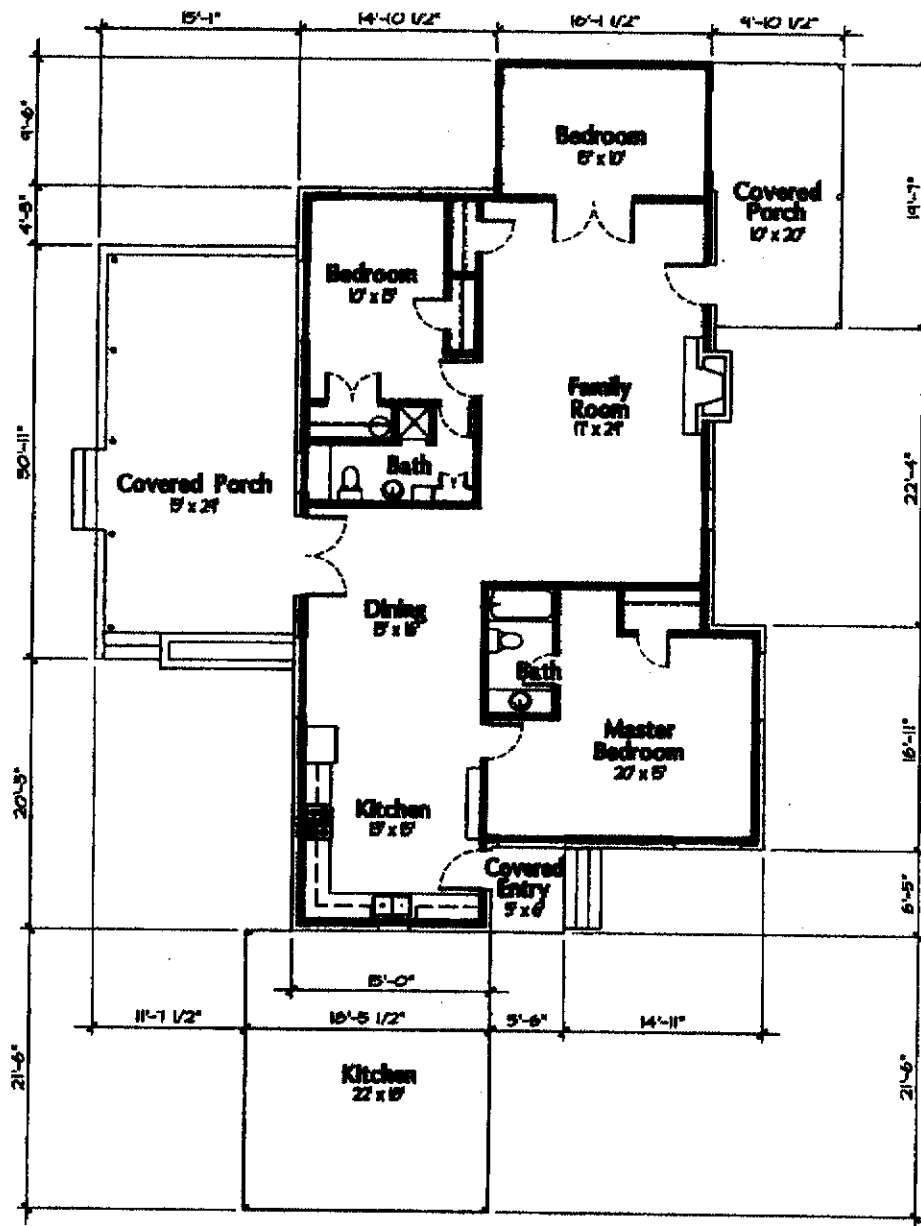
2,514 Conditioned Sq. Ft. 408 Sq. Ft. Carport, & 888 Sq. Ft. of Porch

Sheet 2 of 2

NO UNIT 7

NO UNIT 7

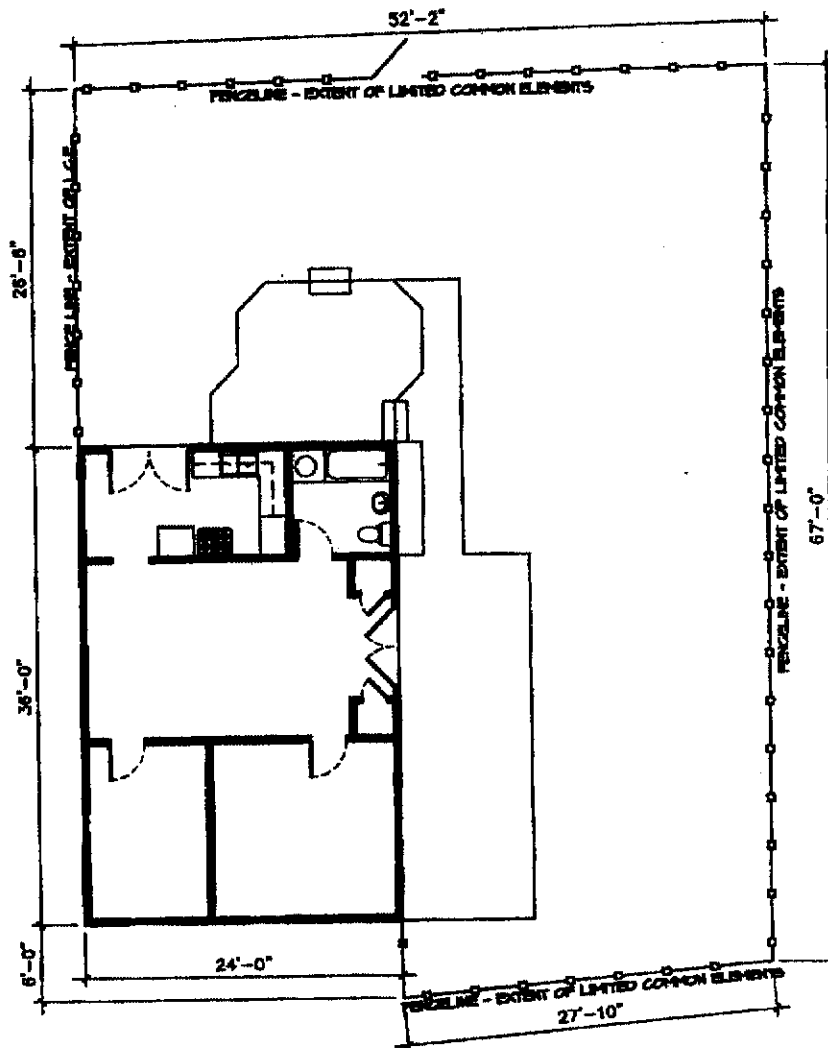




Unit 8 - Hi Haven Floor Plan

Scale: 1" = 10' / approx. room sizes shown
 1,866 Conditioned Sq. Ft. & 687 Sq. Ft. of Porch

Sheet 2 of 2

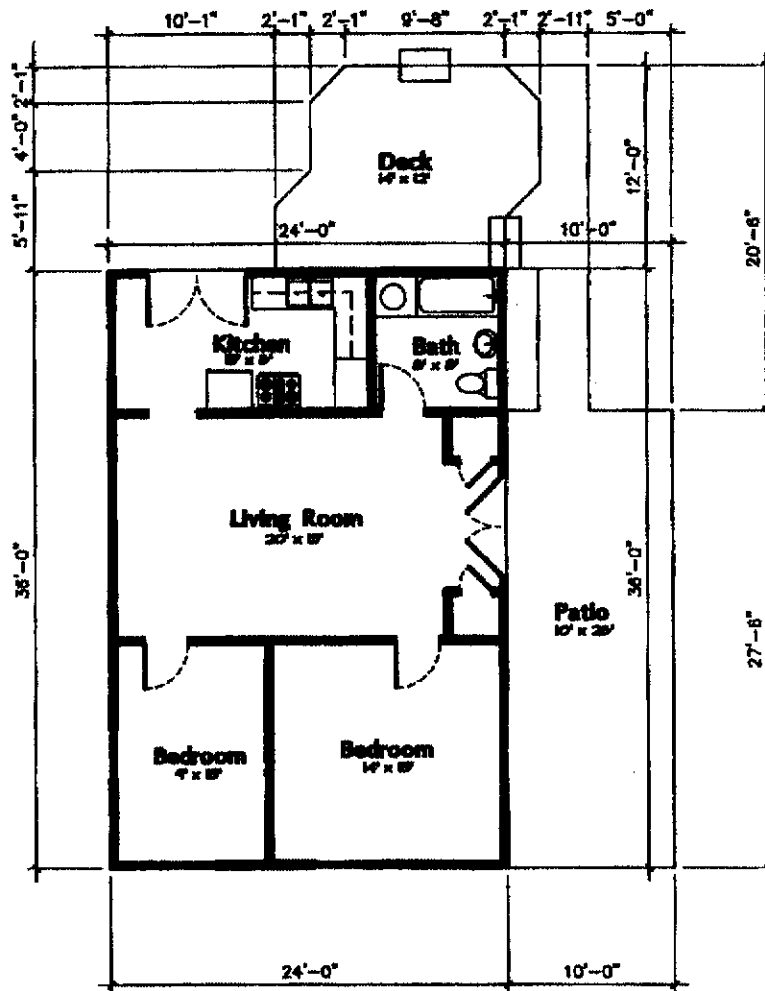


Unit 9 - The Roost Site Plan

Scale: 1" = 10' / approx. room sizes shown

Approx. 3,405 Sq. Ft. of Total Limited Common Element

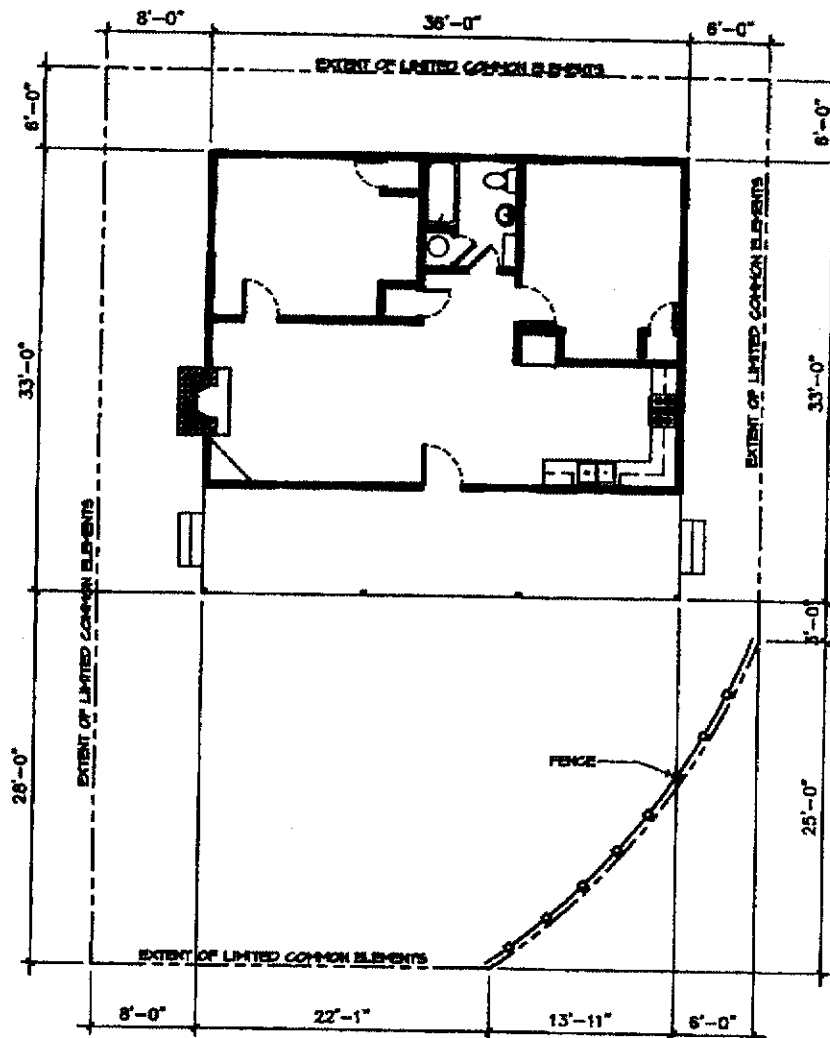
Sheet 1 of 2



Unit 9 - The Roost Floor Plan

Scale: 1" = 8' / approx. room sizes shown
864 Conditioned Sq. Ft. & 508 Sq. Ft. Porch & Patio

Sheet 2 of 2

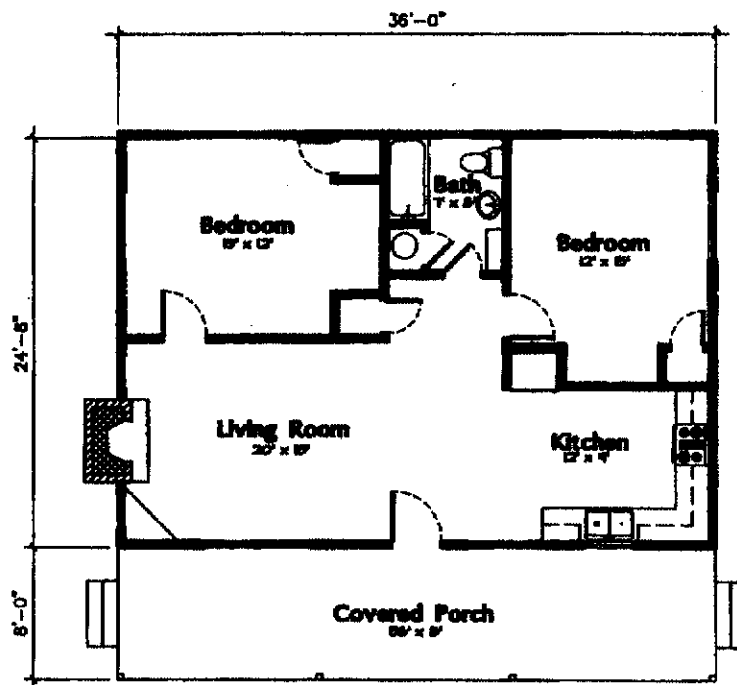


Unit 10 - Lonestar Site Plan

Scale: 1" = 10'

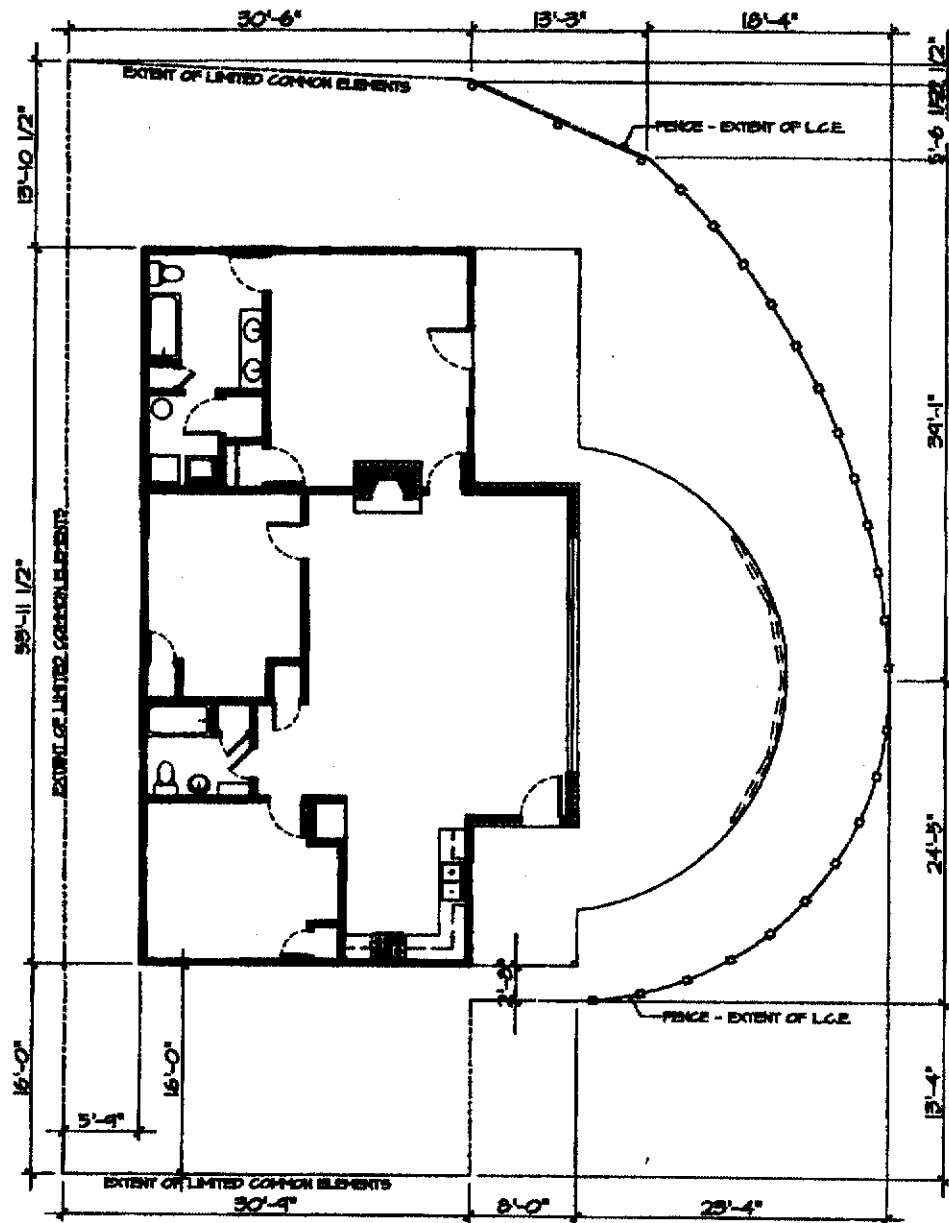
Approx. 3,183 Sq. Ft. of Total Limited Common Element

Sheet 1 of 2

**Unit 10 - Lonestar Floor Plan**

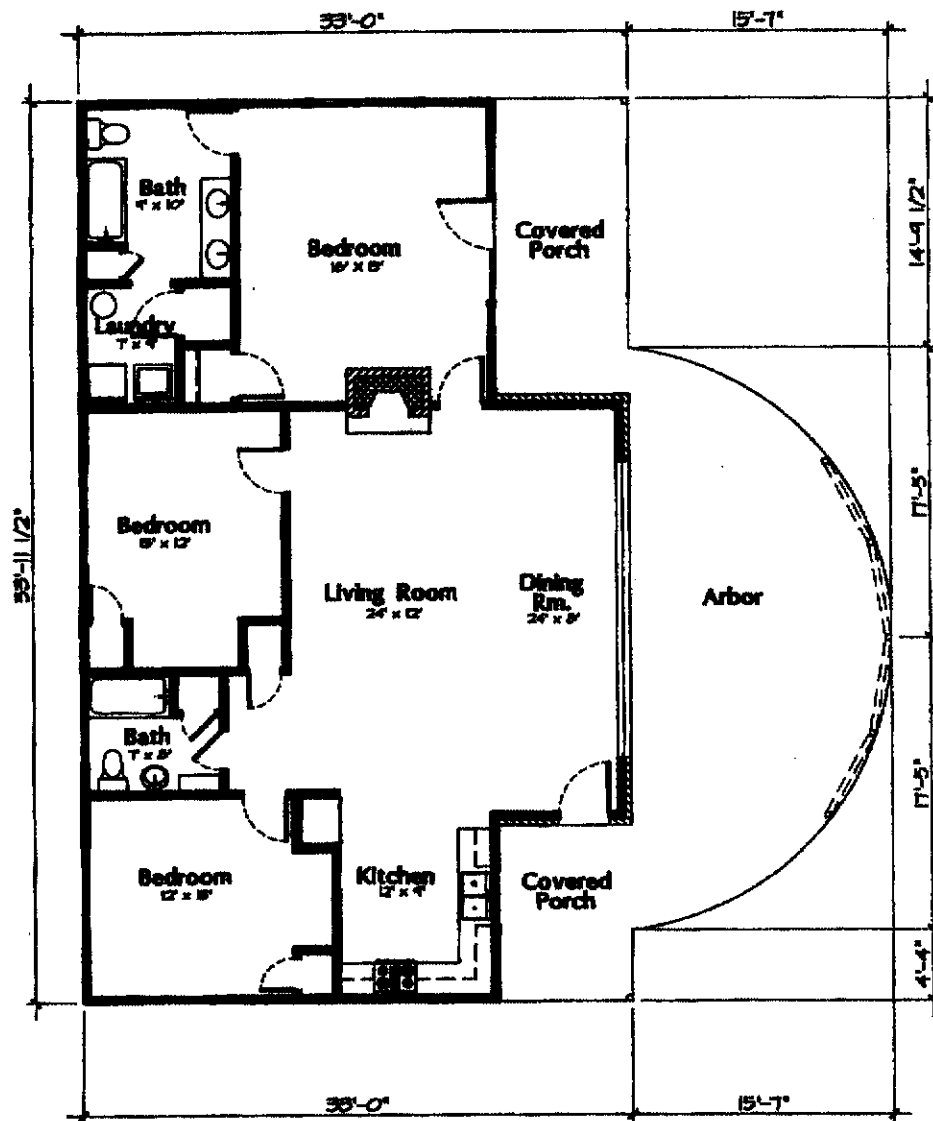
Scale: 1" = 8' / approx. room sizes shown
900 Conditioned Sq. Ft. & 288 Sq. Ft. Covered Porch

Sheet 2 of 2

**Unit 11 - Little Bear Site Plan**

Scale: 1" = 10'

Approx. 4,231 Sq. Ft. of Total Limited Common Element Sheet 1 of 2

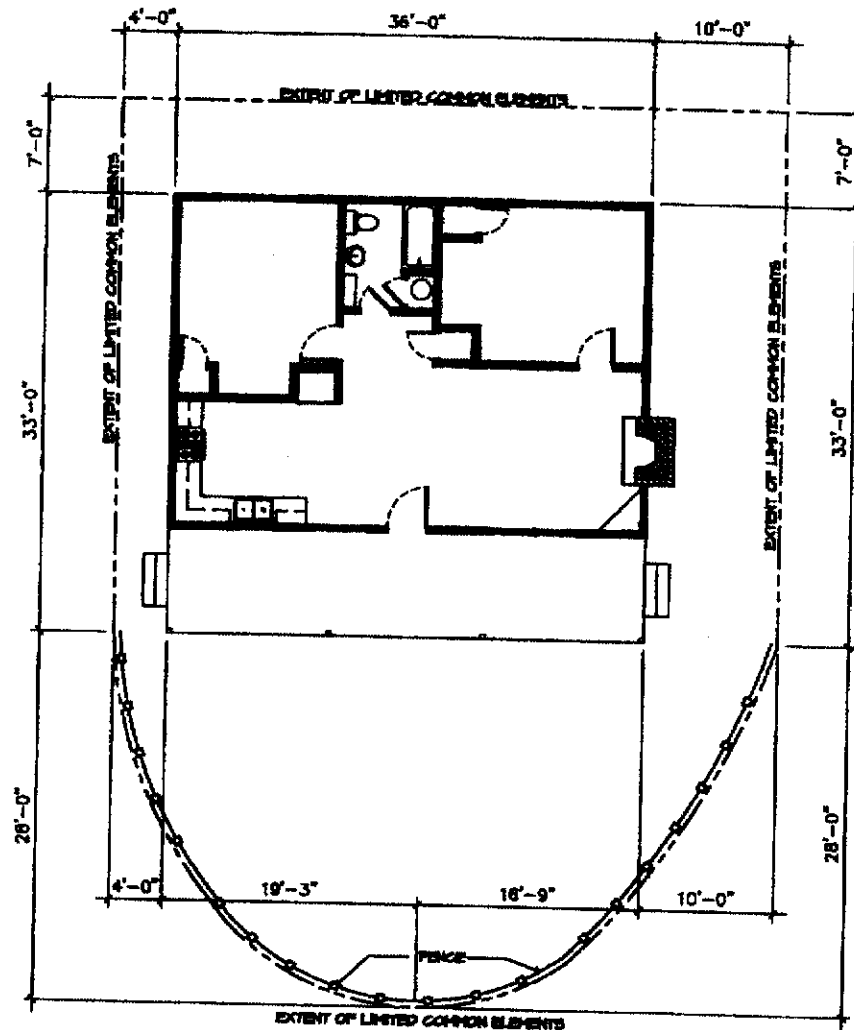


Unit 11 - Little Bear Floor Plan

Scale: 1" = 8' / approx. room sizes shown

1,557 Conditioned Sq. Ft. & 640 Sq. Ft. of Covered Porch & Arbor

Sheet 2 of 2

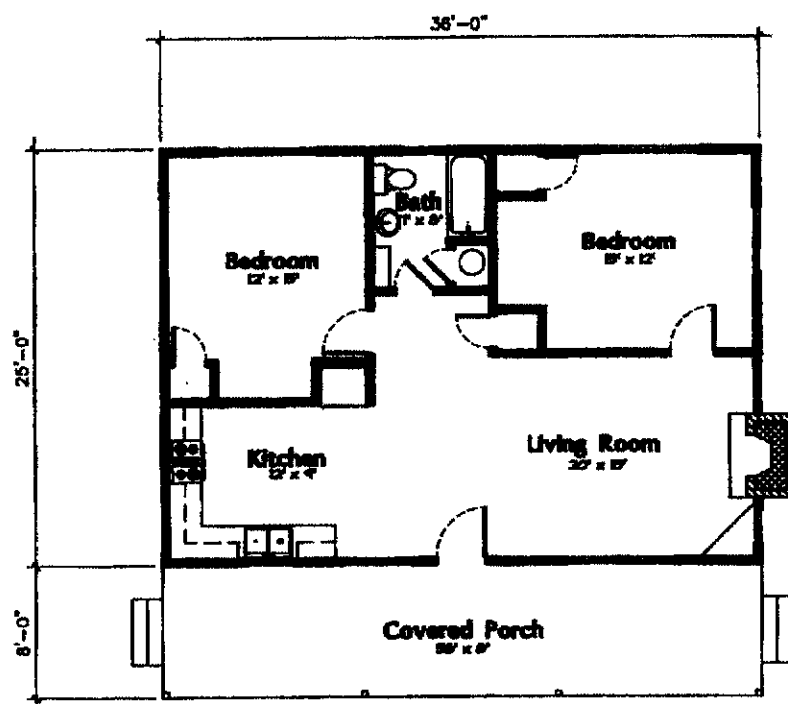


Unit 12 - Wild Flower Site Plan

Scale: 1" = 10'

Approx. 3,016 Sq. Ft. of Total Limited Common Element

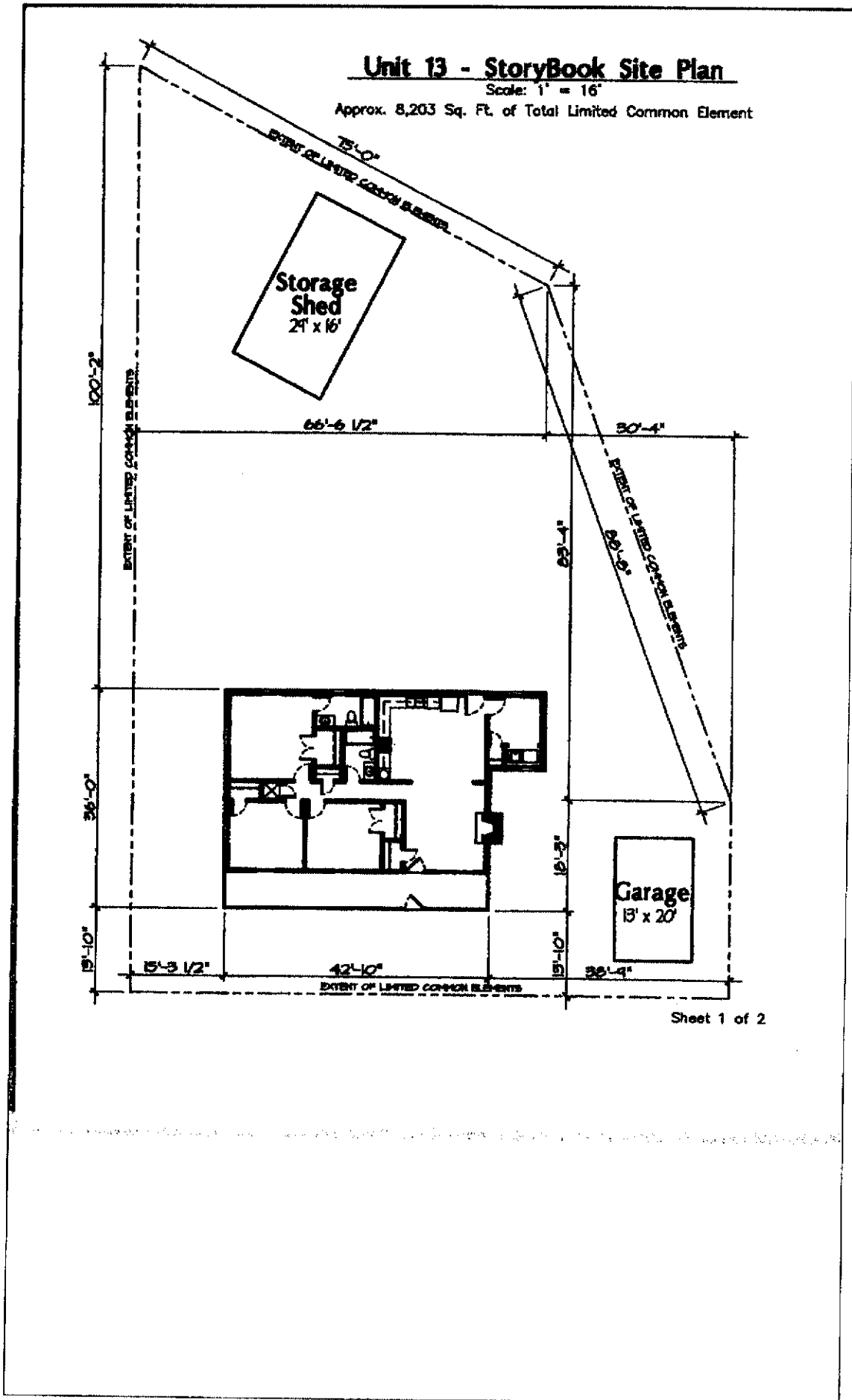
Sheet 1 of 2

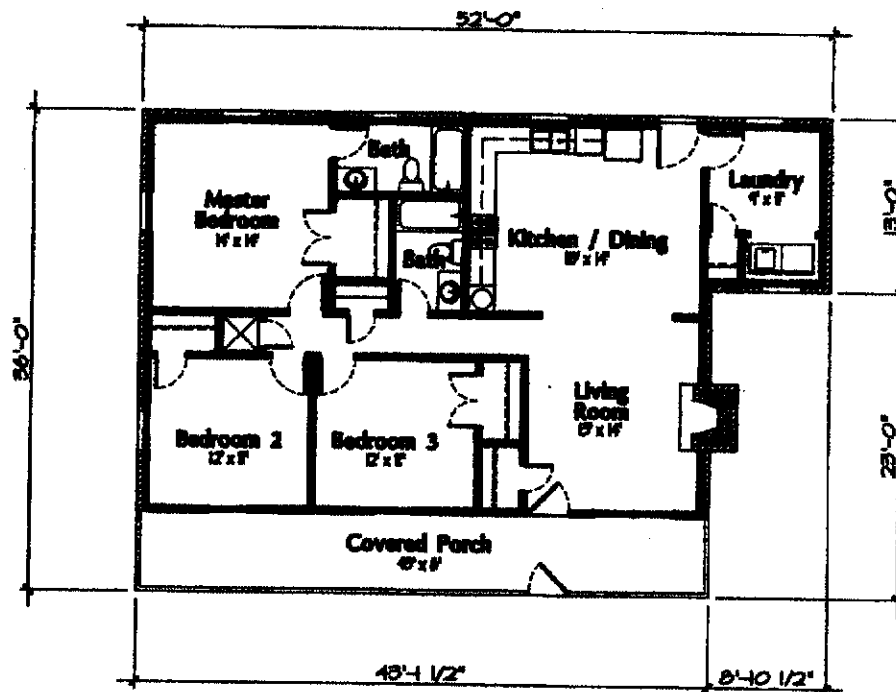


Unit 12 - Wild Flower Floor Plan

Scale: 1" = 8' / approx. room sizes shown
900 Conditioned Sq. Ft. & 288 Sq. Ft. of Covered Porch

Sheet 2 of 2



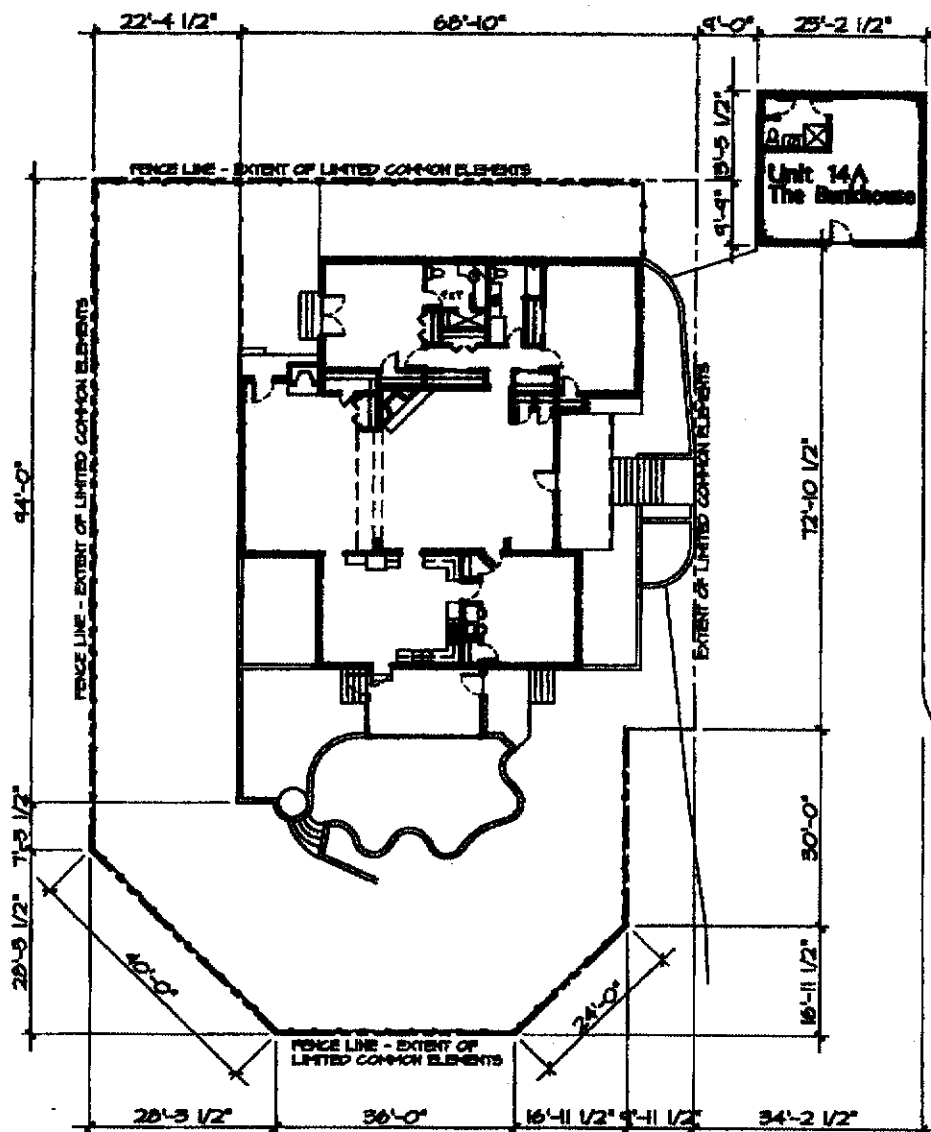


Unit 13 - StoryBook Floor Plan

Scale: 1" = 10' / approx. room sizes shown

1,355 Conditioned Sq. Ft. & 704 Sq. Ft. Garage storage & 868 Sq. Ft. Screened Porch

Sheet 2 of 2

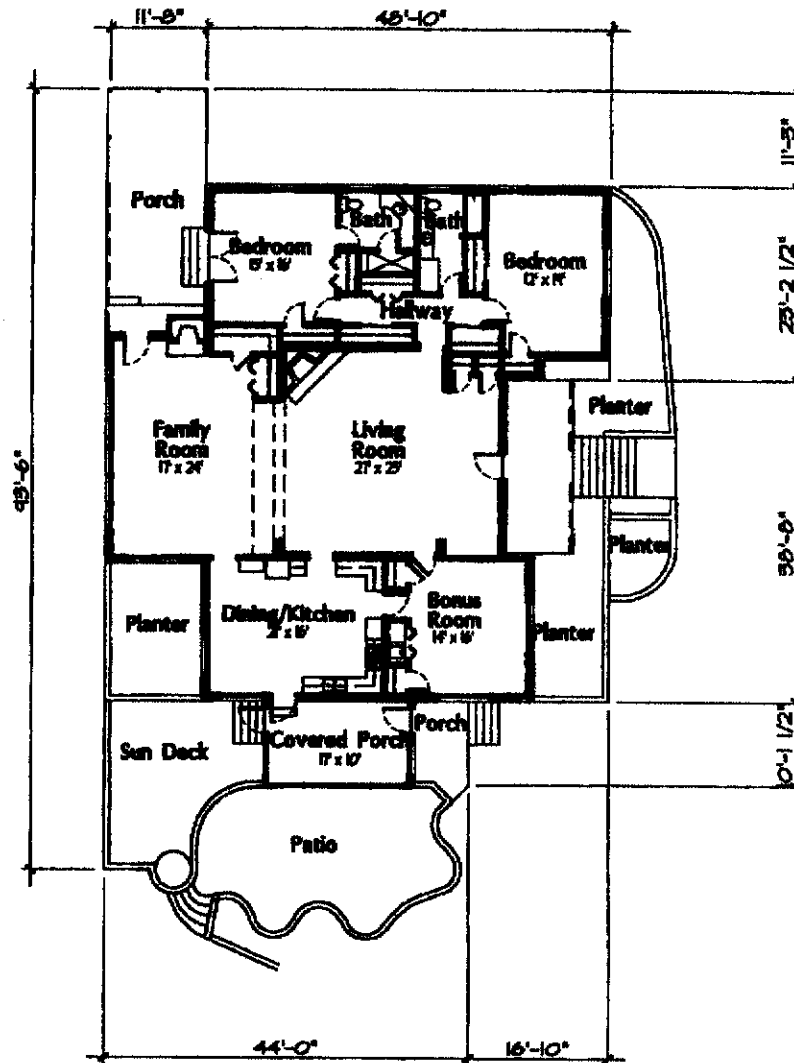


Unit 14 - Ponderosa Site Plan

Scale: 1" = 20'

Approx. 10,784 Sq. Ft. of Total Limited Common Element

Sheet 1 of 3

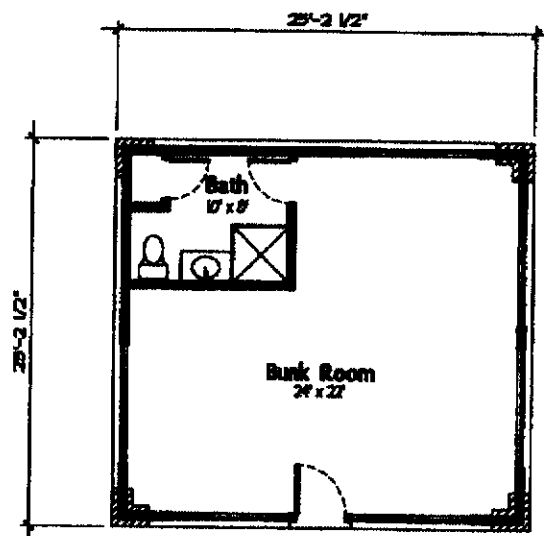


Unit 14 - Ponderosa Floor Plan

Scale: 1" = 18" / approx. room sizes shown

2,906 Conditioned Sq. Ft., 1,460 Sq. Ft. Covered Porches & Decks

Sheet 2 of 3



NOTE: L.C.E. FOLLOWS PERIMETER OF BUILDING

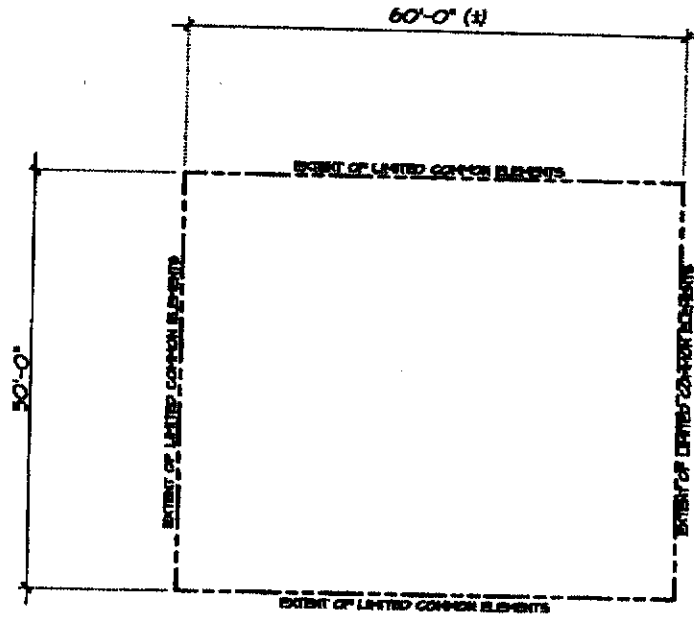
Unit 14A - Bunk House Floor Plan

Scale: 1" = 8' / approx. room sizes shown
585 Conditioned Sq. Ft. & Limited Common Elements

Sheet 3 of 3

NO UNIT 15

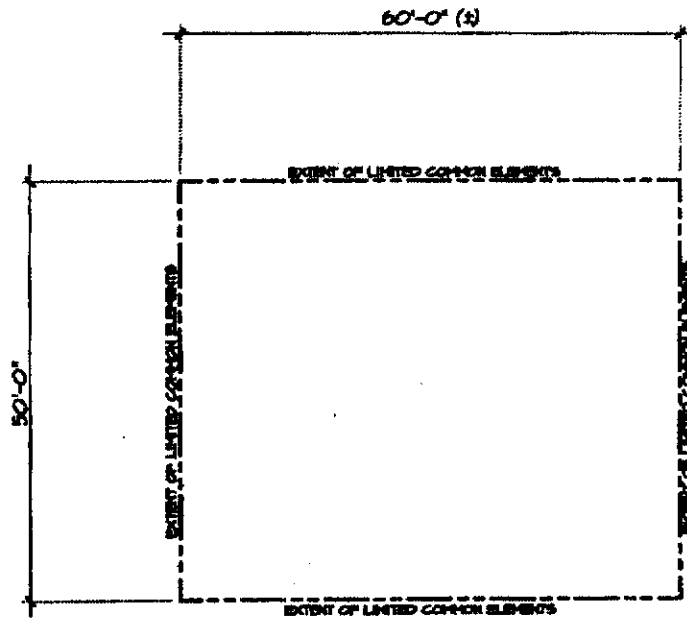
Plotted on the map of the County of San Diego, California, is a portion of the San Diego River, which is a natural resource. The map shows the river flowing through the County of San Diego, California, and the County of Imperial, California. The river is shown flowing from the north to the south, and the County of San Diego is shown to the west of the river. The County of Imperial is shown to the east of the river. The map is a black and white photograph of a river, and the text is printed on the map.



Sites 16 thru 20 - Building Envelopes

Scale: 1/16" = 1'-0"

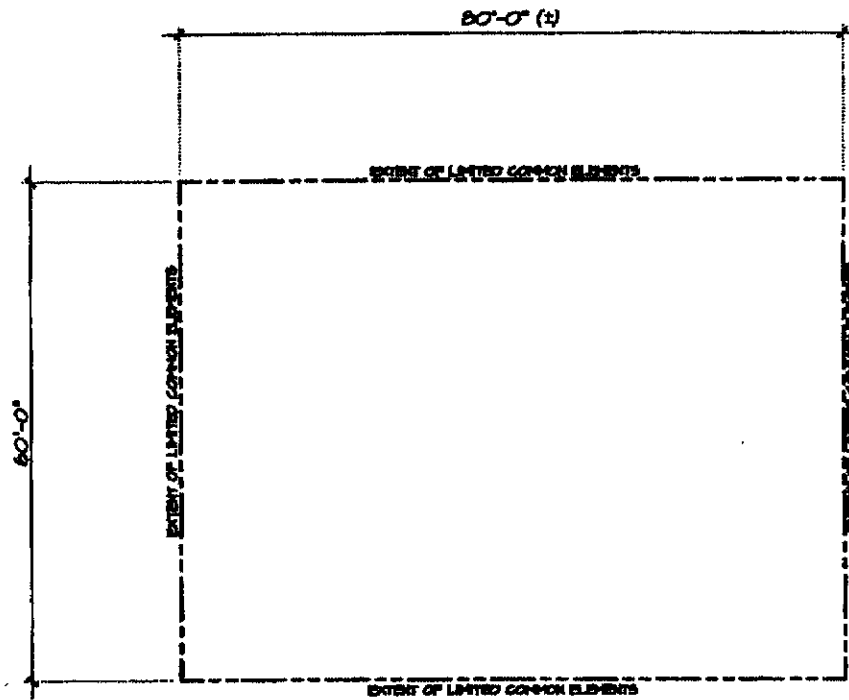
3,000 to 5,000 Sq. Ft. Total Limited Common Element



Sites 21 & 22 - Building Envelopes

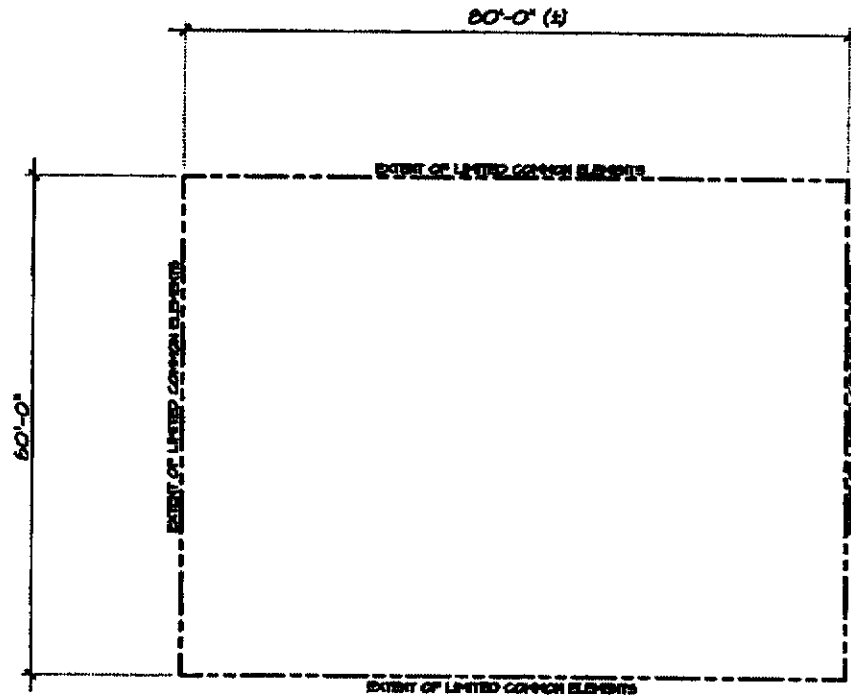
Scale: 1/16" = 1'-0"

3,000 to 5,400 Sq. Ft. Total Limited Common Element

**Sites 23 thru 27 - Building Envelopes**

Scale: 1/16" = 1'-0"

4,200 to 9,600 Sq. Ft. Total Limited Common Element



Sites 28 thru 30 - Random Building Envelopes

Scale: $1/16" = 1'-0"$

4,000 to 10,000 Sq. Ft. Total Limited Common Element

EXHIBIT C
SCHEDULE OF PERCENTAGE INTERESTS

THIS SCHEDULE OF PERCENTAGE INTERESTS IS A PART OF THE INSTRUMENT AND IS TO BE CONSIDERED A PART OF THE INSTRUMENT.

EXHIBIT C
Maintenance Assessments and Fees for 2010

	USAGE	VALUE	INCOME 2008-09	ASSESSED RATE	2010 BUDGET	2010 Maintenance Fees	
						YEARLY	QUARTER
Galloway #2 Green Acres	8.0%	8.5%	8.3%	8.3%	\$100,239	\$8,319.84	\$2,079.96
Barr #3 Wrangler	6.6%	8.3%	7.7%	7.5%	"	\$7,517.93	\$1,879.48
Salinger #6 Val & Sal's	9.3%	13.2%	8.6%	10.4%	"	\$10,424.86	\$2,606.21
Brister/Salvucci #14 Ponderosa	13.0%	10.8%	12.9%	12.2%	"	\$12,229.16	\$3,057.29
14B Bunk House	3.0%	1.5%	2.0%	2.2%	"	\$2,205.26	\$ 551.31
Lazy Days, Inc.							
#4 Pier	1.8%	4.7%	4.7%	3.7%	"	\$3,809.08	\$9 52.27
#5 Chicken Coop	4.5%	3.8%	4.1%	4.1%	"	\$4,109.80	\$1,027.45
#10 Lone Star	8.0%	5.7%	7.1%	6.9%	"	\$6,916.49	\$1,719.12
#11 Little Bear	9.4%	9.5%	10.0%	9.6%	"	\$9,622.94	\$2,405.74
#12 Wildflower	6.8%	5.7%	6.6%	6.4%	"	\$6,415.30	\$1,603.82
#13 Storybook	9.6%	8.0%	9.1%	8.9%	"	\$8,921.27	\$2,230.32
# 8 Hi Haven	9.7%	9.5%	8.8%	9.3%	"	\$9,322.23	\$2,330.56
#9 Roost	5.3%	4.2%	5.1%	4.9%	"	\$4,911.71	\$1,227.93
Asbury #1 Treehouse	5.0%	6.6%	5.0%	5.5%	"	\$5,513.15	\$1,378.29
TOTAL	100.0%	100.0%	100.0%	100.0%	\$100,239	\$100,239	\$25,059.75

NEW ASSESSMENT REPLACES
ORIGINAL ASSESSMENT

(Vol. 1202 Page 0096)

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(Vol. 1202 Page 0097)

EXHIBIT F
MANAGEMENT CERTIFICATE


**EXHIBIT F
REVISED MANAGEMENT CERTIFICATE**

The undersigned Management Company gives notice that it has commenced management of the Association named below.

1. Exact name of owners association: Roddy Tree Ranch Homeowners Association, Inc.
2. Name of project or subdivision: Roddy Tree Ranch Condominiums
3. Address of project: 820 Highway 39, Ingram, Texas 78025
4. Exact name of project: Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums
5. Original Declaration recording date: July 15, 2002; Amended Declaration recording date: 14 day of December, 2011.
6. Name of managing agent: Keith Asbury
7. Mailing address for managing agent: P.O. Box 820, Hunt, Texas 78024
8. Person to contact in management company: Keith Asbury
9. Managing agent's telephone: 830-367-2871m 830-367-2885, (cell) 830-459-9912, (FAX) 830-367-2872

This certificate is filed of record in the county where the above-described project is located. It shall be valid until a management certificate is filed by another management company for the Association or until a termination of this management certificate is filed of record, whichever is sooner.

Roddy Tree Ranch Management Co., Inc.

By: 
Keith G. Asbury
Title: Manager

MODIFIED

(Vol. 1202 Page 0121)

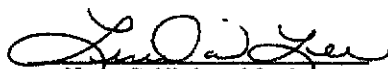
STATE OF TEXAS

§

COUNTY OF KERR

§

This instrument was acknowledged before me on this 14th day of December 2011 by Keith G. Asbury, Manager of Roddy Tree Ranch Management Co., Inc., on behalf of said Corporation, the members of the Roddy Tree Ranch Homeowners Association, Inc.



Notary Public in and for the
State of Texas

Linda Lee
[type or print name]
My Commission expires 5-8-2014



MODIFIED

(Vol. 1202 Page 0122)

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(Vol. 1202 Page 0123)

CONSENT

BANK OF THE HILLS, N.A., a national banking association (the "Bank") is the holder of the liens described on Exhibit A hereto (the "Liens") encumbering the property described therein (the "Mortgaged Property"). The Liens encumber all or parts of the property described in and covered by the Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums, recorded with attachments at Vol. 1202, pages 0003 - 0128 on July 15, 2002, Official Public Records of Kerr County, Texas (the "Declaration") creating the condominium regime called the "Roddy Tree Ranch Condominiums" on a certain 18.69 acre tract of land described in the Deed recorded in Volume 1194, Page 641, Real Property Records, Kerr County, Texas, including the condominium units and their appurtenant interest in the common elements created thereby and located on said 18.69 acre tract and hereafter created in connection with future phases of the Roddy Tree Ranch Condominium located on said 18.69 acre tract.

The Bank consents to the filing of the Amended Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums and hereby subordinates its Liens to the Declaration as to the portion of the Mortgaged Property covered by the Roddy Tree Ranch Condominiums.

This Consent shall not be construed or operate as a release of said Liens owned and held by Lienholder, or any part thereof.

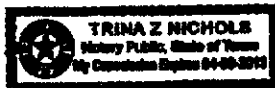
EXECUTED the 26 day of April, 2010

BANK OF THE HILLS, N.A.

By: 
Tom Gould, Executive Vice President

STATE OF TEXAS §
§
COUNTY OF KERR §

This instrument was acknowledged before me on this 26 day of April, 2010, by Tom Gould, Executive Vice President of Bank of the Hills, N.A., a national banking association, on behalf of said association.




Notary Public, State of Texas

Amended

(Vol. 1202 Page 0124)

EXHIBIT ALiens

1. Promissory Note dated October 24, 2007 between BANK OF THE HILLS, a branch of Sterling Bank (formerly Bank of The Hills, N.A.), ("Lender"), and STEPHEN J. SALINGER AND VALERIE M. OSTARCH, (herein collectively called "Borrower" whether one or more) and secured by a Deed of Trust of even date herewith for property known as #6 Roddy Tree Ranch, Kerr County, Tx.
2. Promissory Note dated October 21, 2009 between BANK OF THE HILLS, a branch of Sterling Bank (formerly Bank of The Hills, N.A.), ("Lender"), and KEITH ASBURY AND GRETCHEN ASBURY, (herein collectively called "Borrower" whether one or more) and secured by a Deed of Trust of even date herewith for property known as #1 Roddy Tree Ranch, Kerr County, Tx.
3. Promissory Note dated June 5, 2006 between BANK OF THE HILLS, a branch of Sterling Bank (formerly Bank of The Hills, N.A.), ("Lender"), and LAZY DAYS L.P., (herein collectively called "Borrower" whether one or more) and secured by a Deed of Trust of even date herewith for property known as #8 (Hi Haven) and #9 (Roost) Roddy Tree Ranch, Kerr County, Tx.
4. Promissory Note dated April 16, 2009 between BANK OF THE HILLS, a branch of Sterling Bank (formerly Bank of The Hills, N.A.), ("Lender"), and JAMES B. GAMBRELL AND HELEN R. GAMBRELL, (herein collectively called "Borrower" whether one or more) and secured by a Deed of Trust of even date herewith for property known as #12 (Wildflower) Roddy Tree Ranch, Kerr County, Tx.

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(Vol. 1202 Page 0126)

ATTACHMENT III
AMENDED ESTIMATED BUDGET

ATTACHMENT III

**Amended Condominium Information Statement
Of Reddy Tree Ranch Condominium Association
Estimated Budget for Year 2010**

Ordinary Income/Expense**Expense**

Insurance	11,000.00
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Landscaping

Clean up	1,000.00
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Mowing & Weed Eating	8,000.00
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Tree Removal & Trimming	2,500.00
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Watering	2,000.00
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Total Landscaping	<u>14,500.00</u>
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Payroll Expenses

Manager's Salary	12,000.00
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Federal Unemployment Tax Exp	88.00
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Medicare Tax Expense	174.00
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Social Security Tax Expense	744.00
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State Unemployment Tax Expense	86.00
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Total Payroll Expenses	<u>13,092.00</u>
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Pool

Maintenance	3,000.00
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Repairs	1,650.00
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Supplies	2,250.00
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Total Pool	<u>6,900.00</u>
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Professional Fees

Bookkeeping	750.00
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Total Professional Fees	<u>750.00</u>
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Repairs/Maintenance

Fence Repair	800.00
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Seasonal Decorating	500.00
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HVAC	800.00
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Equipment Repairs	800.00
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Pest Control	1,800.00
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Riverfront & Pool Areas	500.00
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Road	1,500.00
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Septic System Repair	2,000.00
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Water System	1,000.00
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Total Repairs/Maintenance	<u>9,100.00</u>
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Supplies

Cleaning	300.00
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Building Materials	500.00
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Recreational Equipment	
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ATTACHMENT III**Amended Condominium Information Statement
Of Roddy Tree Ranch Condominium Association
Estimated Budget for Year 2010**

Playgrounds & Pavilion	1,800.00
Total Recreational Equipment	1,800.00
 Total Supplies	 2,300.00
 Taxes	
Property:	27,000.00
Total Taxes	27,000.00
 Utilities	
Cable & Internet	1,550.00
Gas and Electric	8,500.00
Trash	2,750.00
Water	2,750.00
Total Utilities	15,550.00
 Total Expense	 100,230.00

Note: The yearly Association Expenses will be allocated among the Unit Owners based on the Percentage Maintenance units set out in Exhibit C attached to the Declaration.

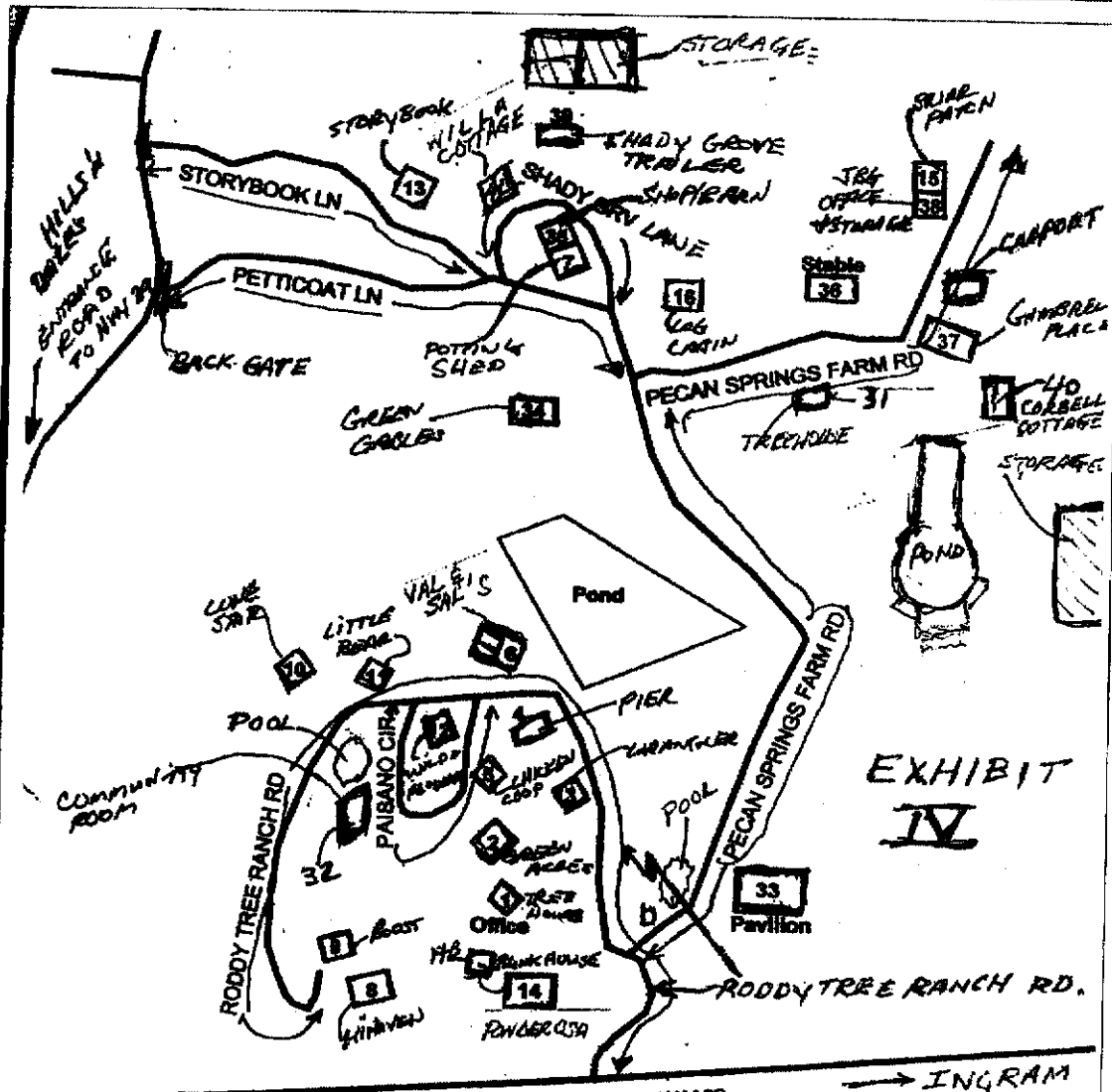
ATTACHMENT

IV

9-1-1

IDENTIFICATIONS

OF CABINS



9-1-1 CABIN NO. & STREET LOCATION

- | | | |
|------------------------|---------------------------|---------------------------|
| 1 Roddy Tree Ranch Rd. | 9 Roddy Tree Ranch Rd. | 31 Roddy Tree Ranch Rd. |
| 2 Roddy Tree Ranch Rd. | 10 Roddy Tree Ranch Rd. | 32 Paisano Cir. |
| 3 Roddy Tree Ranch Rd. | 11 Roddy Tree Ranch Rd. | 33 Pecan Springs Farm Rd. |
| 4 Roddy Tree Ranch Rd. | 12 Roddy Tree Ranch Rd. | 34 Pecan Springs Farm Rd. |
| 5 Paisano Cir. | 13 Storybook Ln. | 35 Shady Grove LANE |
| 6 Roddy Tree Ranch Rd. | 14 Roddy Tree Ranch Rd. | 36 Pecan Springs Farm Rd. |
| 7 Petticoat Ln. | 15 Pecan Springs Farm Rd. | 37 Pecan Springs Farm Rd. |
| 8 Roddy Tree Ranch Rd. | 16 Pecan Springs Farm Rd. | 38 Pecan Springs Farm Rd. |
| | 14B RODDY TREE RANCH RD. | 39 SHADY GROVE LANE |
| | | 40 PECAN SPRINGS FARM RD. |
| | | 41 PECAN SPRINGS FARM RD. |

FILED BY AND RETURN TO:

**HELEN R GAMBRELL
PO BOX 584
HUNT, TEXAS 78024**

FILED AND RECORDED
At 11:29 a.m. on _____
STATE OF TEXAS
COUNTY OF KERR



DEC 18 2011

I hereby certify that the instrument was filed in the file number _____
sequence on the date and time stamped herein by me and was duly
recorded in the Official Public Records of Kerr County Texas.

James P. Kerr, Kerr County Clerk
By Anna Keller Deputy

19-02695

**SECOND AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RODDY TREE RANCH CONDOMINIUMS**

WHEREAS, on July 15, 2002, Lazy Days, L.P., a Texas limited partnership, acting by and through its duly authorized General Partner, Roddy Tree, Inc., a Texas Corporation (collectively referred to in the Declaration as the "Declarant"), filed a Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums (the "Declaration"), which is recorded in Volume 1202, Page 0003 of the Official Public Records of Real Property of Kerr County, Texas; and

WHEREAS, on December 14, 2011, Lazy Days, L.P., a Texas limited partnership, acting by and through its duly authorized General Partner, Roddy Tree, Inc., a Texas Corporation, filed an Amended Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums (the "Amended Declaration"), which is recorded under Clerk's File No. 11-07663 of the Official Public Records of Kerr County, Texas; and

WHEREAS, the Amended Declaration, Article 8.1, provides the Declaration may be amended upon the vote of 60% of the Unit Owners voting, either in person or by proxy, at a regular Annual Meeting of the Association; and

WHEREAS, the Texas Uniform Condominium Act ("TUCA") requires that any amendment that alters or destroys a unit or changes a unit's allocated interest must be approved by 100% of the votes in the Association; and

WHEREAS, the Roddy Tree Ranch Condominiums currently consist of 13 residential condominium units and their attached or detached limited common element areas and improvements and 15 building sites for additional residential condominium units; and

WHEREAS, Lazy Days, LP owns building sites 23, 24, 25, 26 and 27, which are undeveloped building sites, and condominium unit 13 (Storybook), which is a residential condominium unit, all of which are contained within the 7.077 acres described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes (the "Storybook Tract"). No other condominium units or building sites are located within the Storybook Tract; and

WHEREAS, the Storybook Tract has been conveyed by the Roddy Tree Ranch Homeowners Association (the "Association") to Lazy Days, LP, a Texas limited partnership ("Lazy Days"), in exchange for Keith and Gretchen Asbury (the "Asburys") providing the Association with a septic easement (the "Septic Easement") to continue to operate its existing septic system on the adjacent property which is owned by the Asburys, and by Lazy Days conveying to the Association Building Sites 17, 20, 21 and 22; and

WHEREAS, all of the Unit Owners and the Roddy Tree Ranch Homeowners Association, Inc., a Texas non-profit corporation (the "Association") have agreed, pursuant to that certain Unanimous Written Consent of Unit Owners of Roddy Tree Ranch Condominiums dated effective December 10, 2018, a copy of which is attached hereto as Annex "1", to amend the Amended Declaration to:

- A. update the Declaration's statement of General Information to properly reflect the revised acreage and number of Condominium Units / Building Sites after conveyance of the Storybook Tract to Lazy Days;
- B. to provide that amendments to the Declaration shall be allowed at both regular annual and special meetings of the Association;

- C. to provide that Condominium Unit Owners wanting to rent their Condominium Unit for less than twelve (12) months shall use Roddy Tree Ranch Property Management, Inc. as the rental agent;
- D. to reapportion the common area interests due to the reduction of units and acreage;
- E. to remove Lazy Days L.P. (and its General Partner, Roddy Tree, Inc.) as the Declarant and to vest in the Association all of the Declarant's authority under the Declaration and that any references to the Declarant therein shall now mean the Association;
- F. to allow the Board of Directors to (i) make rules as it deems fit for the operation of a rental pool; (ii) appoint one or more Rental Agents; and (iii) define any conditions for rentals of less than twelve (12) months in duration, including banning such short term rentals; and
- G. eliminate Building Sites 18 and 19, same having been used for construction of a meeting room that is part of the Common Elements, so that henceforth, such Building Sites will instead be a part of the General Common Elements.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Amended Declaration is hereby amended as follows:

1. Attachment I of the Amended Condominium Information Statement is hereby amended to read:

"Attachment I of Amended Condominium Information Statement - General Information on Roddy Tree Ranch Condominium Project

Located on Highway 39 between Kerrville and Hunt in the heart of the Texas Hill Country, Roddy Tree Ranch Condominiums includes 11.88 acres and 12 cabins. As part of the maintenance fees the condo owners pay, they will have access to the Condominiums Common Elements, including canoes, swimming pool, a community room and Guadalupe riverfront. Besides his/her own unit or cabin, each owner will have an undivided interest in the Common Elements and the Community Room, which includes 5 building sites currently owned and managed by the Roddy Tree Ranch Homeowners Association, Inc., a non-profit membership corporation. Each owner has one vote to elect a Board of Directors and participate equally in the operation of the Condominium for the benefit of all cabin owners.

The Association has hired a Management Company to maintain the common elements and a Rental Pool will be available for those owners who wish to rent their Units from time to time to defray some of the costs of ownership."

2. The first paragraph in the Recitals on Page 1 of the Amended Declaration is hereby amended to read:

"The property subject to this Declaration as described in Exhibit A includes (a) 12 residential condominium units and their attached or detached limited common element areas and improvements, and (b) the building sites for 5 additional residential condominium units that may be constructed with their attached or detached limited common elements and improvements. The property is locally to be known as the "Roddy Tree Ranch Condominiums."

3. Exhibit A of the Declaration is revised to save and except the Storybook Tract.

4. Exhibit B.2 (Footprints and Limited Common Elements) is hereby amended to delete from Phase I, Unit No. 13 (StoryBook), and from Phase Two, Sites 18 and 19, and 23-27. The remaining Units and Sites shall retain their designated numbers.
 5. Exhibit C (Maintenance Assessments) is hereby amended and restated as shown on Exhibit "C" attached hereto and incorporated herein by reference for all purposes.
 6. Section 8.1 (Amendments to Declaration; Approval of Owners and Mortgagees), subparagraph a., is amended to read as follows:
 - a. The terms of this Declaration can be amended upon the vote of sixty (60) percent of the Unit Owners voting, either in person or by proxy, at a regular Annual Meeting of the Association or at a Special Meeting of the Association. Notice of such meetings and amendments shall be given to the Board, Unit Owners and Mortgagees at least fifteen (15) days before the stated Annual or Special Meeting. However, the right to develop and construct additional units by the Declarants as provided for in Art. 2.4 shall not be subject to change by vote of the Unit Owners or the Mortgagees."
 7. Section 1.1 w. is hereby amended to read as follows: "Rental Company" shall mean Roddy Tree Ranch Property Management, Inc., or such other property manager as the Board of Directors of the Association shall designate from time to time to act as the exclusive rental agent for the Unit Owners upon terms and conditions established by the Board of Directors of the Association.
 8. Section 2.10(c) (24) (h) is hereby deleted.
 9. Section 2.10(c) (25) (Rental Pool) is hereby amended to read as follows: "A Unit Owner may rent a Unit to a tenant for a term of less than 12 months only if the Unit Owner enters into a rental agreement with the Rental Company to place the Unit in the Rental Pool. The Unit will be available for rental in accordance with the operating rules of the Rental Pool as set forth in a Rental Pool Agreement adopted by the Rental Company with the approval of the Board of Directors of the Association. The Board of Directors of the Association may elect to terminate the Rental Pool and thereby prohibit all Unit Owners from renting their Unit for a terms of less than 12 months.
 8. All authority originally granted to the Declarant under the Declarations shall now be exercised exclusively by the Association.
- Except as herein expressly set forth, no other amendments are made to the Declaration, which Declaration is and shall remain in full force and effect in accordance with its terms.

[signature page follows]

EXECUTED to be effective as of the 16th day of April, 2019.

RODDY TREE RANCH HOMEOWNERS
ASSOCIATION, INC.


By: THOMAS J. MOLNAR
Its: President

STATE OF TEXAS

§
§
§

COUNTY OF KERR

This instrument was acknowledged before me this 16th day of April, 2019, by
Thomas J. Molnar, President of Roddy Tree Ranch Homeowners Association, Inc., a Texas non-profit
corporation.


Notary Public, State of Texas

✓ Filed by and return to:

Pattillo Richards, PC.
280 Thompson Drive
Kerrville, Texas 78028

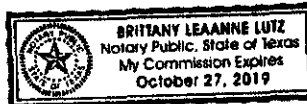


EXHIBIT "A"

All that certain tract or parcel of land, lying and being situated in the County of Kerr, State of Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron pin set for the W corner of Tract No. 2 in the SE line of the County Road that runs from State Hwy. 39 through the Hills 'N Dales Subdivision, and from said iron pin the S corner of Tract No. 1 bears N. 26 deg. 47' W., 51.9 ft. and the NE corner of the J.T. Clark Survey No. 1576 bears N. 3150.91 ft. and E. 1432.81 ft.;

THENCE with the E. Line of said County Road 40 ft. from and parallel to the E line of Tract No. 1, N. 23 deg. 48' E., 123.6 ft., a 1/2" iron pin; N. 08 deg. 04' W., 250.80 ft., a 1/2" iron pin; N. 15 deg. 26' E., 65.12 ft., a 1/2" iron pin set for the NW corner of Tract No. 2 and from said iron pin the NE corner of Tract No. 1 bears N. 87 deg. 05' W., 40.8 ft.;

THENCE S. 87 deg. 05' E., 500.46 ft. to a fence corner post, the NE corner of Tract No. 2;

THENCE S. 01 deg. 24' W., 676.46 ft. with fence line to a fence corner post at a small lake;

THENCE with fence line N. 80 deg. 15' W., 298.48 ft., a break in fence; N. 88 deg. 21' W., 27.65 ft. to a 1/2" iron pin in said fence line for the SW corner of Tract No. 2;

THENCE N. 40 deg. 33' W. 297.65 ft. to the place of beginning, containing 7.077 acres and being also known as Lot 4, Block 2, Jim Looker's Hills 'N Dales Development, a subdivision of Kerr County, Texas, according to the plat of said subdivision recorded in Volume 4, Page 190, Plat Records of Kerr County, Texas.

ANNEX "I"

**UNANIMOUS WRITTEN CONSENT
OF UNIT OWNERS OF
RODDY TREE RANCH CONDOMINIUMS**

The undersigned, being all of the Owners of Roddy Tree Ranch Condominiums (the "Condominiums"), in accordance with Section 6.201 of the Texas Business Organizations Code, hereby adopt the following unanimous written consent.

WHEREAS, the persons signing this consent are all the Owners entitled to vote at a special or annual meeting of the Roddy Tree Ranch Homeowners Association, Inc. (the "Association") and on the following resolutions; and

WHEREAS, the undersigned desire to take advantage of the provisions of Section 6.201 of the Texas Business Organizations Code, and execute a unanimous written consent in lieu of formally holding an Association meeting and agree that the adoption of the following resolutions shall be valid and have the same force and effect as though such resolutions had been adopted at a formal Association meeting; and

WHEREAS, the Condominiums are subject to those certain Amended Declaration of Covenants, Conditions and Restrictions for Roddy Tree Ranch Condominiums (the "Amended Declaration"), which is recorded under Clerk's File No. 11-07663 of the Official Public Records of Kerr County, Texas;

WHEREAS, the Owners desire to convey 6.81 acres, on which are situated multiple building sites for the construction of Condominium Units, to Lazy Days, LP, a Texas limited partnership ("Lazy Days"), in exchange for Keith and Gretchen Asbury (the "Asburys") allowing the Association to operate a septic system on property owned by the Asburys, and Lazy Days conveying to the Association Building Sites 17, 20, 21 and 22; and

WHEREAS, the Owners desire to eliminate Building Sites 18 and 19, same having been used for construction of a meeting room that is part of the Common Elements, so that henceforth, such Building Sites will instead be a part of the General Common Elements, thereby leaving seventeen (17) Condominium Units/Building Sites in the Condominiums.

WHEREAS, the Owners desire to amend the Declaration to: (1) update the Declaration's statement of General Information to properly reflect the revised acreage and number of Condominium Units / Building Sites after conveyance of the Building Sites to Lazy Days; (2) to provide that amendments to the Declaration shall be allowed at both regular annual and special meetings of the Association; (3) to provide that Condominium Unit Owners wanting to rent their Condominium Unit for less than twelve (12) months shall use Roddy Tree Ranch Property Management, Inc. as the rental agent; (4) to reapportion the common area interests due to the reduction of units and acreage; (5) to vest in the Association all of the Declarant's authority; and (6) to allow the Board of Directors to (i) make rules as it deems fit for the operation of a rental pool; (ii) appoint one or more Rental Agents; and (iii) define any conditions for rentals of less than twelve (12) months in duration, including banning such short term rentals; and

WHEREAS, the Owners desire to authorize the Directors to negotiate and enter into a shared

ANNEX "I"

amenities agreement with neighboring property owners;

NOW THEREFORE, BE IT:

RESOLVED, that capitalized terms set forth herein have the meanings assigned them in the Declaration unless otherwise specifically provided;

FURTHER RESOLVED, the Owners approve the following amendments to the Amended Declaration:

1. The removal from the Association and the Amended Declaration of Condominium Unit 13 (Story Book), which is a residential condominium unit, and Building Sites 23, 24, 25, 26 and 27, which are undeveloped building sites, all of which are contained within the 6.81 acres described in Exhibit "A" and deeding such 6.81 acre property to Lazy Days, LP in exchange for the Asbury's granting the Association an easement to operate a septic system on property owned by the Asburys, and Lazy Days' conveyance of Building Sites 17, 20, 21 and 22 to the Association; and
2. The elimination of Building Sites 18 and 19, and the conversion of same to part of the General Common Elements of Roddy Tree Ranch Condominiums, so that only the following Condominium Units / Building Sites shall remain:
 1. Unit 1 (Treehouse)
 2. Unit 2 (Green Acres)
 3. Unit 3 (Wrangler)
 4. Unit 4 (Pier)
 5. Unit 5 (Chicken Coop)
 6. Unit 6 (Val and Sal's)
 7. Unit 8 (Hi Haven)
 8. Unit 9 (Roost)
 9. Unit 10 (Lone Star)
 10. Unit 11 (Little Bear)
 11. Unit 12 (Wildflower)
 12. Unit 14 (Ponderosa)
 13. Building Site 16
 14. Building Site 17
 15. Building Site 20
 16. Building Site 21
 17. Building Site 22
3. Updating the Declaration's Statement of General Information to properly reflect the revised acreage and number of Condominium Units / Building Sites existing in the Association after removal of the Condominium Units / Building Sites described above, same being: Condominium Units 1-6, 8-12, and 14 and Building Sites 16, 17, 20, 21 and 22, and their attached or detached limited common element areas and improvements; and

ANNEX "I"

FURTHER RESOLVED, that following the removal of the 6.81 acres described above, the Directors shall reapportion the Assessment Interests (which serve as the basis of division of costs related to Maintenance Assessments) due to the reduction of units and acreage and amend the Amended Declaration accordingly, including Exhibit C to the Amended Declaration; and

FURTHER RESOLVED, that the Directors are hereby authorized to negotiate and enter into a Septic Easement with Keith Asbury and Gretchen Asbury, allowing the Association to operate a septic system on property owned by the Asburys; and

FURTHER RESOLVED, that the Amended Declaration be amended to provide as follows:

- A. That any and all future amendments to the Declaration shall be allowed at both Regular Annual and Special Meetings of the Association, provided that notice of the meeting is provided to Owners not less than 15 days in advance of such meeting; and
- B. That all authority previously granted to the Declarant now be exercised exclusively by the Association;
- C. That Condominium Unit Owners who want to rent their Condominium Units for less than twelve (12) months at a time shall use Roddy Tree Ranch Property Management, Inc., which is the official Rental Company of the Association; and
- D. That the Board of Directors is authorized to (i) make rules as it deems fit for the operation of a rental pool; (ii) appoint one or more Rental Agents; and (iii) define any conditions for rentals of less than twelve (12) months in duration, including banning such short term rentals.

FURTHER RESOLVED, that the Owners authorize the Directors to negotiate and enter into a shared amenities agreement with neighboring property owners; and

FURTHER RESOLVED, that the Owners authorize the Board of Directors of the Association, through its acting President, to execute an amendment to the Declaration to accomplish the amendments specified above, and to do and perform all such acts and things, and to execute such other and further instruments, and to take all such other steps as deemed necessary, advisable, convenient or property to carry out the intent of the foregoing resolutions to consummate the transactions contemplated thereby and to enable the Association to fully perform its obligations thereunder as the President shall deem necessary or appropriate; and

FURTHER RESOLVED, that this Unanimous Written Consent shall have the same force and effect as a formal meeting for all purposes.

The undersigned direct that this Unanimous Written Consent may be executed in multiple counterparts, all of which shall be considered originals and that this Unanimous Written Consent, including multiple counterparts, shall be filed with the minutes of this Corporation.

EXECUTED AS OF THE DATES SET FORTH BELOW to be effective as of December 10, 2018.

[signature pages follow]

ANNEX "I"

OWNER(S):

Date:

2/13/19Condo Unit(s) / Building Site(s) Owned: Treehouse/officeGretchen Gambrell AshburyPrinted Name: Gretchen Gambrell Ashbury1607
Printed Name: Keith Ashbury

Witness:

Helen R. GambrellPrinted Name: Helen R. Gambrell

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

ANNEX "I"

OWNER(S):

Date: 1-6-2019Condo Unit(s) / Building Site(s) Owned: #2Printed Name: Sharon F KahnPrinted Name: Peggy S StamyWitness: Keith AsburyPrinted Name: Keith Asbury

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: Keith AsburyPrinted Name: Keith Asbury

OWNER(S):

Date: _____

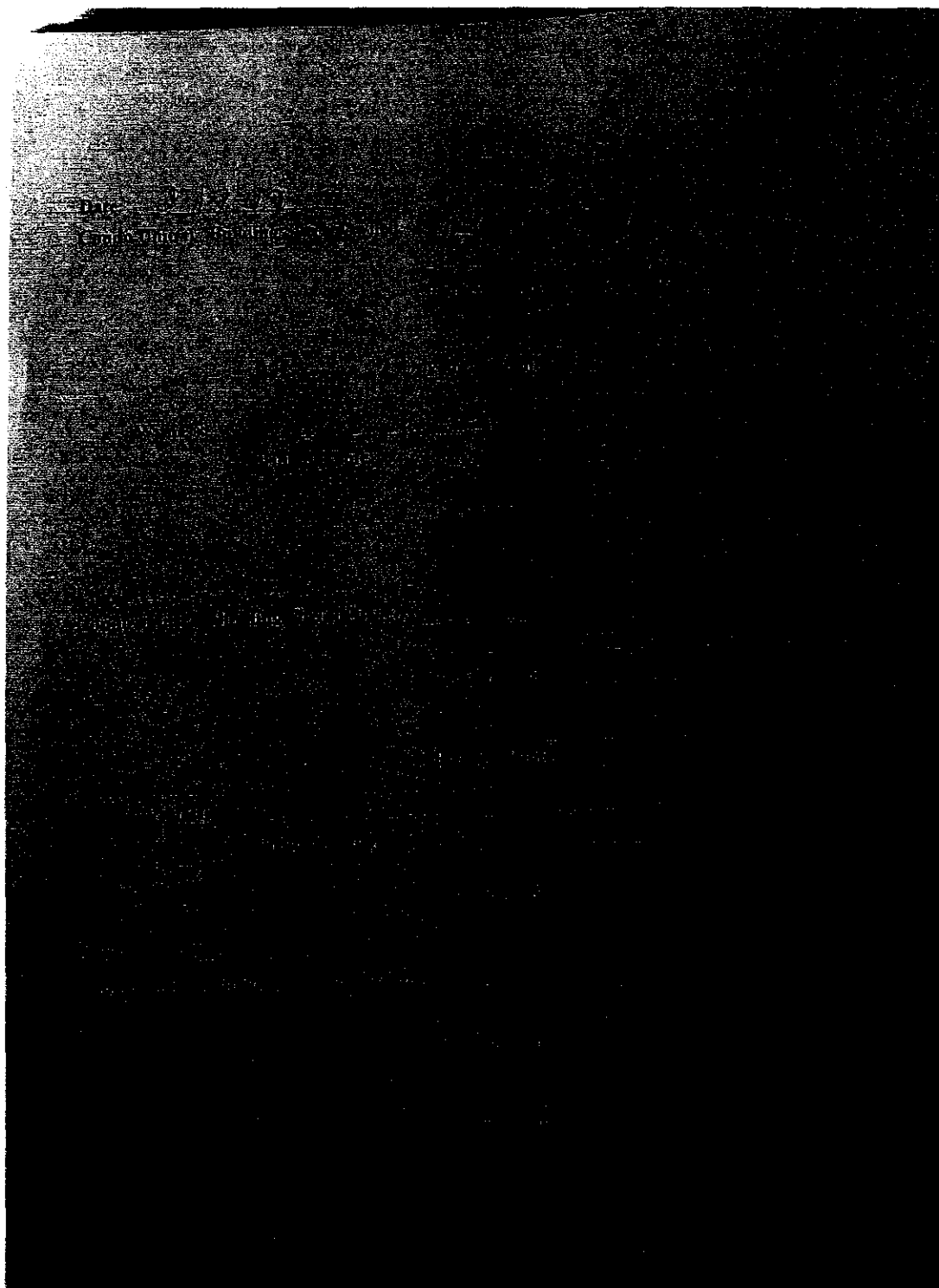
Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____



ANNEX "I"

OWNER(S):

Date: 2-12-2019Condo Unit(s) / Building Site(s) Owned: The Pier #4Printed Name: Thomas J. MolnarPrinted Name: Anna Salas Ford

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: Shelby Jean Bullard

ANNEX "I"

5

OWNER(S):

Date: 2/13/2019Condo Unit(s) / Building Site(s) Owned: Griechen Corp, Wildflower
Story ParkPrinted Name: Helen R GambrellHelen R GambrellPrinted Name: Helen R Gambrell

Witness:

Gretchen Gambrell AstburyPrinted Name: Gretchen Gambrell Astbury

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

ANNEX "I"

OWNER(S):

Date: 1-29-19Condo Unit(s) / Building Site(s) Owned: Unit # 6 (Val and Saul's)Printed Name: Stephen J. Salinger

Printed Name: _____

Owner: Witness: Valerie OstarchPrinted Name: Val Ostarch

OWNER(S):

Witness: Keith Asbury

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

ANNEX "I"

OWNER(S):

Date: 1-25-19Condo Unit(s) / Building Site(s) Owned: 8 + 9Thomas B. Dunn

Printed Name:

Thomas B. Dunn

Beverly S. Dunn

Printed Name:

Beverly S. Dunn

Witness:

Bill SmithPrinted Name: Bill Smith

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

ANNEX "I"

OWNER(S):

Date: 1/10/2019Condo Unit(s) / Building Site(s) Owned: 10Printed Name: Sharon K Hurley

Printed Name: _____

Witness: _____

Printed Name: Michael Stowers

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

ANNEX "I"

OWNER(S):

Date: 1/24/2019Condo Unit(s) / Building Site(s) Owned: LITTLE BEARPrinted Name: MARY K. HEILDEBRANDTMary K. Heil

Printed Name: _____

Witness: Jane MoringPrinted Name: Jane Moring

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

ANNEX "I"

OWNER(S):

Date: 2/11/17Condo Unit(s) / Building Site(s) Owned: 14 - BoudrosPrinted Name: Shawn M. DosterPrinted Name: CARMINE SALVACCIWitness: Rick NickelsonPrinted Name: Rick Nickelson

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

OWNER(S):

Date: _____

Condo Unit(s) / Building Site(s) Owned: _____

Printed Name: _____

Printed Name: _____

Witness: _____

Printed Name: _____

ANNEX "I"

I, HELEN R. GAMBRELL, as President of Roddy Tree, Inc., a Texas Corporation, and as General Partner of Lazy Days, LP, a Texas Limited Partnership (the "Partnership") as Declarant in the Declaration dated December 14, 2011, recorded under Clerk's File No. 11-07663 of the Official Public Records of Kerr County, Texas, hereby vest all of the Partnership's authority in the Declaration to the Association.

LAZY DAYS, LP, a Texas Limited Partnership
By: RODDY TREE, INC., a Texas
Corporation, General Partner

Helen R. Gambrell
By: HELEN R. GAMBRELL
Its: President

Exhibit "C"
Maintenance Assessments

Unit	% Assessment
#1 Treehouse	7.3%
#2 Green Acres	7.3%
#3 Wrangler	7.4%
#4 Pier	5.9%
#5 Chicken Coop	5.9%
#6 Val & Sal's	12.2%
#8 Hi Haven	9.5%
#9 Roost	6.2%
#10 Lone Star was 900sqft	8.6%
# 11 Little Bear	8.5%
#12 Wildflower	6.3%
#14 Ponderosa	14.9%
#14b Bunk House	100.0%



FILED AND RECORDED
At 5:52 o'clock P M
STATE OF TEXAS
COUNTY OF KERR

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

Jackie Dowdy County Clerk
Deputy