

## HIGHLANDER (THE)

### RESTRICTIONS

Volume 6, Page 32, Plat Records of Kerr County, Texas; Volume 570, Page 757, Volume 570, Page 796 and Volume 699, Page 53, and Volume 1132, Page 540, Real Property Records of Kerr County, Texas; File No. 12-6842 and File No. 13-06326, 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 dated June 17, 1940 to L.C.R.A., recorded in Volume 67, Page 418, Deed Records of Kerr County, Texas. (For units in Survey 117)
- Easement dated August 18, 1947 to L.C.R.A., recorded in Volume 1, Page 3, Easement Records of Kerr County, Texas. (For units in Survey 117)
- Building Set Back Lines as per the Plat recorded in Volume 6, Page 32, Plat Records of Kerr County, Texas.
- 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 Condominium Declaration And Master Deed For The Highlander recorded in Volume 570, Page 757, Real Property Records of Kerr County, Texas, and as amended in Volume 570, Page 796, Real Property Records of Kerr County, Texas, and as amended and restated in Amended And Restated Condominium Declaration and Master Deed For The Highlander recorded in Volume 1132, Page 540, Real Property Records of Kerr County, Texas, as well as File No. 13-06326 including, but not limited to provisions for maintenance charges and homeowners association fees due, and all future assessments and charges of The Highlander Owners Association.

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.

- Resident's easement to enjoy common area as provided in Condominium Declaration And Master Deed For The Highlander, recorded in Volume 570, Page 757, Real Property Records of Kerr County, Texas, and as amended by Agreement and Amendment recorded in Volume 699, Page 53, Real Property Records of Kerr County, Texas, and as amended and restated in Amended And Restated Condominium Declaration and Master Deed For The Highlander recorded in Volume 1132, Page 540, Real Property Records of Kerr County, Texas, and File No. 13-06326, Official Public Records of Kerr County, Texas.
- Easements for utilities and maintenance as provided for in Condominium Declaration And Master Deed For The Highlander, recorded in Volume 570, Page 757, Real Property Records of Kerr County, Texas, and as amended and restated in Amended And Restated Condominium Declaration and Master Deed For The Highlander recorded in Volume 1132, Page 540, Real Property Records of Kerr County, Texas, and File No. 13-06326, Official Public Records of Kerr County, Texas.
- Bylaws of The Highlander Owners Association filed on December 11, 2012 under File No. 12-7808, Official Public Records of Kerr County, Texas; Amended and Restated Bylaws of The Highlander Owners Association filed on September 6, 2013, under File No. 13-06327, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

\* 4966 Vol. 6 Pg. 32

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—August 6, 1932. St. Francis

**Expanding with order in education**

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44. Washington Post, 1997, p. 1.

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SECRETARY OF THE ARMY

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received by the Editors in various parts of New County, County, in 1941  
 (1941) in 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617,

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1. Subject's name John in volume 2 of page 22 of map (1) at  
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Examiner: Page

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**THE HIGHLANDER**

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## LOCATION MAP

Scale 1" = 1000'

### I - GENERAL

This "PERMIT 10" is issued "RE" - Residential Cluster with the following terms:

- A) Conditional Use Permit & 100 allows for a Club House and a Sales Office.
- B) Alliances were granted on November 2 and November 9, 1990. Alliances were granted on November 2 and November 9, 1990. Alliances were granted on November 2 and November 9, 1990. Alliances were granted on November 2 and November 9, 1990.
- C) Front Yard Setbacks shall be 10' from the back of cars except along Edinburgh Drive where it may be 20'.

### II - DEVELOPMENT

Reference is made to the map in the City of Knoxville Building Inspection/Permit Department files.

### III - DEVELOPMENT

This "PERMIT 10" is subject to a delayed construction agreement executed on August 27, 1990.

### IV - DEVELOPMENT

90' Exemption as per City Council decision of July 10, 1990.

NOTE TO READER

NOTE TO READER

NOTE: In the Unincorporated area, on this day personally appeared Robert A. [redacted] known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 1st day of June, 1990.



6784

CONDOMINIUM  
DECLARATION AND MASTER DEED  
FOR  
THE HIGHLANDER

This Condominium Declaration And Master Deed ("DECLARATION"), is made on the date hereinafter set forth, by RETIRE, INC. ("DECLARANT"), with reference to the following facts:

A. DECLARANT is the owner of the property described in Exhibit "A", attached hereto and made a part hereof for all purposes, (the "PROPERTY"). DECLARANT also owns adjacent land on which DECLARANT may develop additional phases of the PROJECT, and DECLARANT hereby reserves the right to, develop such additional properties as part of the PROJECT.

B. The PROPERTY has been and is being developed and improved with improvements now or hereafter erected thereon, the facilities and appurtenances thereto and all property, real, personal or mixed, intended for use or used in connection therewith, which are collectively hereinafter sometimes referred to as the PROJECT.

C. DECLARANT desires to establish a condominium regime under the Texas Condominium Act for the PROJECT. DECLARANT does hereby establish a plan for the individual ownership in fee simple of estates consisting of the UNITS (as hereinafter defined) plus an undivided interest as tenant in common in the COMMON AREAS (as hereinafter defined). Each UNIT shall have appurtenant to it a membership in THE HIGHLANDER OWNERS ASSOCIATION, a Texas non-profit corporation (hereinafter defined as the "ASSOCIATION").

D. DECLARANT intends by this document to impose upon the PROPERTY mutually beneficial restrictions under a general plan of improvements for the benefit of all of said UNITS and the OWNERS (as hereinafter defined) thereof.

NOW, THEREFORE, DECLARANT does hereby establish as a condominium regime under the Texas Condominium Act ("ACT") Chapter 81, Texas Property Code, Section 81.001, et seq.) and hereby declares that the PROJECT, including the PROPERTY and the UNITS therein, shall be held, conveyed, mortgaged, encumbered, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements herein contained, all of which are for the purpose of enhancing and protecting the value and attractiveness of the

PROJECT and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon DECLARANT and its successors-in-interest and assigns, and all parties having or acquiring any right, title or interest in or to any part of the PROJECT.

The terms used herein are as follows:

1. ACT: Condominium Act, Section 81.001, et seq, Texas Property Code.
2. ASSOCIATION: The council of owners of the UNITS in the PROJECT.
3. BUILDINGS: The buildings in the PROJECT in which UNITS are located.
4. COMMON AREAS: The common elements of the PROJECT as shown on the MAP, which are all general common elements and there are no limited common elements.
5. COMMON INTEREST: The percentage ownership interest of each OWNER in the entire PROJECT and in the COMMON AREAS which is set forth for each UNIT in Exhibit "A", attached hereto.
6. DECLARANT: The owner of the property described in Exhibit "A", attached hereto, and the owner of properties subsequently added to the PROJECT.
7. DECLARATION: This Declaration and Master Deed for THE HIGHLANDER.
8. MANAGEMENT AGREEMENT: Agreement between RETIRE, INC. and the ASSOCIATION providing for the management of the PROJECT by RETIRE, INC. the terms and provisions of which are hereby incorporated and made a part hereof for all purposes, and shall be binding on all OWNERS as, and to the same extent of, the covenants of this DECLARATION. Each OWNER by accepting a deed to a UNIT agrees to be bound by, and to abide by, the provisions of the MANAGEMENT AGREEMENT.
9. MANAGING AGENT: RETIRE, INC., and its successors and assigns, who shall manage the PROJECT under the MANAGEMENT AGREEMENT.
10. OTHER PHASES of the PROJECT: The land, improvements and facilities hereafter added to this DECLARATION as provided in paragraph 1 hereof, including the common portions thereof and units therein.

11. OWNERS: The owners of the UNITS.

12. MAP: The drawing showing the numbered UNITS which MAP is attached hereto as a part of Exhibit "A".

13. PHASE 1A of the PROJECT: The land described in Exhibit "A", attached hereto and all associated areas, facilities and elements and all improvements, including COMMON AREAS and UNITS, located on said land.

14. PROJECT: Initially PHASE 1A, and hereafter OTHER PHASES of the PROJECT, if and when added to this DECLARATION and the PROJECT, and the reference in this DECLARATION to the PROJECT shall initially be a reference to PHASE 1A and thereafter to the OTHER PHASES if and when added to this DECLARATION as provided in paragraph 1.

15. PROPERTY: The land described in Exhibit "A", together with the improvements now or hereafter erected thereon, and the facilities and appurtenances thereto, and together with all properties and the improvements, facilities and appurtenances thereon or thereto which are hereafter added to the PROJECT.

16. UNITS: The Apartments as defined in the Act which are located in the buildings in the PROJECT and are shown on the MAP.

1. Division of PROJECT. The PROJECT is hereby divided into the following freehold estates and areas: On the MAP, the BUILDINGS in the PROJECT are divided into UNITS located therein and numbered as shown on the MAP. In determining the dimensions of, and area contained within, each UNIT, the enclosed space within a UNIT shall be measured from interior finished, unpainted surfaces of the perimeter walls, floors and ceilings, and the UNIT shall include the airspace so encompassed. Included in each UNIT shall be any finishing materials applied or affixed to the interior surfaces of the common exterior walls or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile). The boundaries of each UNIT shall be the interior surface of the perimeter walls, floors, ceilings, windows and doors. Interior trim around windows and doors shall be a part of each UNIT and shall not be a part of the COMMON AREAS. The UNIT does not include the COMMON AREAS. Each UNIT is subject to such encroachments and protrusions as are contained in the BUILDINGS, whether the same now exist or may be later caused or created in any manner. In interpreting deeds, the then existing physical boundaries of a UNIT, whether in its original state or reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed, regardless of settling, rising or lateral movement of the BUILDINGS and



regardless of minor variance between boundaries shown on the deed, and those of the BUILDINGS.

DECLARANT may add to this DECLARATION additional land, buildings and units by filing a supplemental declaration and upon such filing the relative percentages of ownership of OWNERS shall be adjusted to reflect such additional UNITS. DECLARANT, its successors or assigns, may construct the OTHER PHASES of the PROJECT on properties adjacent to the PROPERTY. If the OTHER PHASES are so constructed, the owners thereof shall be and become OWNERS and shall have the right to the mutual and non-exclusive use of the COMMON AREAS, such use being subject to the mutual rules and regulations adopted by the ASSOCIATION with respect to such COMMON AREAS; provided, however, that the owners of UNITS of the OTHER PHASES shall pay and be liable, from time to time, for their pro rata share of all COMMON AREA COSTS thereafter expanded with respect to said COMMON AREAS. In addition, the OWNERS shall have the right to the mutual and non-exclusive use of all common facilities constructed on the OTHER PHASES; such use being subject to the mutual rules and regulations adopted by the ASSOCIATION with respect to such facilities, and in such event the OWNERS shall be liable for their pro rata share of all maintenance expenses and reconstruction costs (but not original construction costs) with respect to such common facilities. The COMMON INTEREST of each OWNER for the PROJECT including the OTHER PHASES shall be calculated as follows:

$$\text{COMMON INTEREST} = \frac{\text{Square footage of UNIT}}{\text{total square footage of all UNITS in the PROJECT}}$$

The COMMON INTEREST of the OWNERS in PHASE 1A of the PROJECT are set forth in Exhibit "A", attached hereto. If requested by DECLARANT, the OWNERS of all UNITS in the PROJECT shall enter into an agreement or agreements evidencing the mutual rights and easements reflected hereby. The units in the OTHER PHASES shall be UNITS in the PROJECT and the obligation of units in the OTHER PHASES to pay assessments shall commence upon the conveyance of the first unit in such OTHER PHASE.

2. COMMON AREAS. The remaining portion of the PROPERTY other than the UNITS, shall be and is referred to herein as "COMMON AREAS," and shall include all common areas and facilities shown on the MAP and which are added to this DECLARATION in the OTHER PHASES as designated in the Supplement to this DECLARATION which adds such OTHER PHASES. Each UNIT OWNER shall have as an appurtenance to his UNIT, an undivided interest in the COMMON AREAS equal to his COMMON INTEREST. The ownership of each UNIT shall include the UNIT and such undivided interest in the COMMON AREAS, which interest shall be the relative ownership interest of each UNIT OWNER in the PROJECT. The COMMON INTEREST appurtenant

to each UNIT is declared to be permanent in character and cannot be altered once sold by DECLARANT without the consent of all the OWNERS of said UNITS and the mortgagees of such OWNERS as expressed in an amended declaration, except as provided herein as to OTHER PHASES. Such COMMON INTEREST cannot be separated from the UNIT to which it is appurtenant. Each UNIT OWNER shall have a nonexclusive right to use the COMMON AREAS in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other UNIT OWNERS. Notwithstanding the transfer of the ownership of the COMMON AREAS to the OWNERS as tenants in common, the DECLARANT shall reserve and hereby reserves unto itself and to the ASSOCIATION or its designated agents an easement over and onto the COMMON AREAS for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the COMMON AREAS for the purpose of completing improvements thereon and for the performance of necessary repair and maintenance work. DECLARANT further reserves unto itself and to the ASSOCIATION or its designated agents the right to establish easements, reservations, exceptions and exclusions consistent with the ownership of the PROJECT and for the best interest of the OWNERS and the ASSOCIATION in order to serve the entire PROJECT.

3. No separate conveyance of undivided interests. The foregoing interests and exclusive easements are hereby established and are to be conveyed only with the respective UNITS, and cannot be changed, except as herein set forth. DECLARANT and each OWNER covenant and agree that the undivided interests in the COMMON AREAS and the fee title to the respective UNITS conveyed therewith shall not be separated or separately conveyed, and each such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective UNIT even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the UNIT.

4. Partition prohibited. The COMMON AREAS shall remain undivided as set forth above so long as suitable for a condominium regime. Except as provided by the Act, no OWNER shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the OWNERS with respect to the operation and management of the PROJECT. Judicial partition by sale of a single UNIT owned by two or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single UNIT is prohibited). A UNIT shall not be subdivided.

5. ASSOCIATION to manage COMMON AREAS. The management of the COMMON AREAS and of the PROJECT shall be vested in the ASSOCIATION in accordance with the terms of this DECLARATION, the bylaws and the articles of incorporation of the ASSOCIATION; provided, that all powers and authorities of the ASSOCIATION are

being delegated to RETIRE, INC. as MANAGING AGENT, and the ASSOCIATION is entering into the MANAGEMENT AGREEMENT with MANAGING AGENT, for such management for a term of twenty-five (25) years (and renewal terms thereafter). The ownership of UNITS and the OWNERS of the UNITS and all holders of liens thereon shall be bound by the articles of incorporation and bylaws of the ASSOCIATION and shall be subject to such MANAGEMENT AGREEMENT. Such MANAGEMENT AGREEMENT may only be modified or terminated by a vote of the OWNERS owning 67% of the UNITS. The OWNERS of all the UNITS covenant and agree that the administration of the PROJECT shall be in accordance with the provisions of this DECLARATION, and said MANAGEMENT AGREEMENT and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the PROJECT or the ASSOCIATION, as same may be amended from time to time. Notwithstanding any provision set forth in this DECLARATION, any decision, matter or provision of or by the ASSOCIATION shall be made exclusively by MANAGING AGENT so long as such MANAGEMENT AGREEMENT is in effect and during its term; so that if any matter, decision, or provision requires or references "MANAGING AGENT or the ASSOCIATION" such matter, decision or provision shall apply to and be made by MANAGING AGENT, exclusively, for the term of such MANAGEMENT AGREEMENT and so long as it is in effect.

6. MEMBERSHIP. Any person, upon becoming the OWNER of a UNIT, shall automatically be a member of the ASSOCIATION, and shall remain a member thereof in accordance with the articles of incorporation and bylaws of the ASSOCIATION until such time as his ownership of said UNIT ceases for any reason, at which time his membership in the ASSOCIATION shall automatically cease. The OWNER or OWNERS of each UNIT shall be entitled to one single vote subject and except as otherwise required by the ACT. The affairs of the ASSOCIATION shall be managed, subject to the MANAGEMENT AGREEMENT, by a board of directors which will be established and which shall conduct regular and special meetings according to the provisions of the bylaws.

7. Transferred membership. Membership in the ASSOCIATION shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the UNIT to which it is appurtenant, and then only to the new OWNER. Any attempt to make a prohibited transfer is void. In the event the OWNER of any UNIT should fail or refuse to transfer the membership registered in his name to the purchaser of his UNIT, the ASSOCIATION shall have the right to record the transfer upon its books.

8. Personal obligation of assessments. DECLARANT, for each UNIT owned within the PROJECT, hereby covenants, and each OWNER of any UNIT by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed, as part of

the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the ASSOCIATION the following: (1) regular monthly assessments or charges pursuant to the schedule thereof adopted by DECLARANT (subject to change therein) and (2) special assessments for capital improvements and unexpected expenses. Such assessments are to be established and collected as provided herein by the ASSOCIATION whose authority therefor is being delegated to RETIRE, INC. under the MANAGEMENT AGREEMENT.

9. Purposes of assessments. The assessments levied as herein provided shall be used to promote and preserve the PROJECT, for the improvement and maintenance of the COMMON AREAS, for the common good of the PROJECT, and for each and all of the obligations, services and costs to be paid by the ASSOCIATION under this DECLARATION, except only the separate services to be provided by the MANAGING AGENT to the OWNERS under the MANAGEMENT AGREEMENT during the term thereof, and each OWNER hereby agrees to pay the fees and charges therefor. Said assessments may be used for said purposes, including without limitation providing for the enforcement of the provisions of this DECLARATION and the bylaws promulgated thereunder. The decision of the ASSOCIATION or MANAGING AGENT under its MANAGEMENT AGREEMENT with respect thereto shall be final.

10. Assessment, Charge, Payment and Lien.

(a) All OWNERS shall be obligated to pay the assessments which are provided and specified in this DECLARATION and the charges and fees specified herein and in the MANAGEMENT AGREEMENT so long as it is in effect. The total amount of the estimated funds required from assessments to operate the PROJECT shall be set forth in a budget adopted by the ASSOCIATION, or MANAGING AGENT under its MANAGEMENT AGREEMENT, from time to time, at least annually, and shall be assessed against each OWNER in proportion to the COMMON INTEREST of such OWNER as set forth herein, said figure to be divided by the number of months of such budget to determine the regular monthly assessment; provided, however, that said assessments based on said COMMON INTERESTS may be rounded off to the nearest dollar figure and shall be secured by a lien against said UNIT, subject to the provisions hereof. DECLARANT hereby reserves and assigns to the ASSOCIATION, without recourse, a vendor's lien against each UNIT subject to assessment (excluding therefor any UNIT exempt from assessments as herein provided) to secure the payment of any regular or special assessment which may be levied pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof. Each Owner agrees to pay the charges made for the services specified in the MANAGEMENT AGREEMENT, together with all costs of collection, which charges shall be as made



by MANAGING AGENT from time to time. Such collection costs shall be paid by OWNERS and shall include, without limitation, interest at the rate of 18% per annum, costs and reasonable attorneys' fees. Said liens and obligations may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to the OWNER in default. Any such lien shall be and is subordinate and inferior only to the following: (i) assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for ad valorem taxes past due and unpaid on such UNIT; and (ii) the repurchase agreement entered into with RETIRE, INC. as to any UNIT.

(b) In addition to the regular monthly assessments and charges by MANAGING AGENT authorized above, the ASSOCIATION or MANAGING AGENT under its MANAGEMENT AGREEMENT may levy, in any year, one or more special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the COMMON AREAS after initial construction, including fixtures and personal property related thereto owned by the ASSOCIATION, or to defray any unanticipated or underestimated expense or other action or undertaking normally covered by a regular assessment (and, where necessary, for taxes assessed against the COMMON AREAS or the PROJECT as a whole). Said special assessments shall be assessed against each OWNER in proportion to the COMMON INTEREST of such OWNER as set forth herein. Special assessments may also be levied against an individual UNIT and its OWNER to reimburse the ASSOCIATION for costs incurred in bringing that OWNER and his UNIT into compliance with the provisions of this DECLARATION including actual attorneys' fees and costs. Said special assessments may be subject to such limitations as are provided in this DECLARATION. A special replacement reserve fund shall be established and funded monthly from a portion of the monthly assessment in preparation for unexpected or periodic extraordinary expenses.

(c) The ASSOCIATION or the MANAGING AGENT pursuant to its MANAGEMENT AGREEMENT with the ASSOCIATION may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, including such assessments and charges, the name of the OWNER or the UNIT and a description of the UNIT. Such notice shall be signed by one of the officers of the ASSOCIATION or by a representative of the MANAGING AGENT and may be recorded in the Office of the County Clerk of Kerr County, Texas. Such lien securing such indebtedness may be enforced by the foreclosure of the defaulting OWNER'S UNIT by the



ASSOCIATION in like manner as a mortgage on real property subsequent to the recording of a notice provided for above but with priority to the date of this DECLARATION. In any such proceeding, the OWNER shall be required to pay the costs, expenses and attorneys' fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorneys' fees incurred in connection with any such foreclosure proceeding. The OWNER of the UNIT being foreclosed shall be required to pay to the ASSOCIATION the monthly assessment and charges for the UNIT during the period of foreclosure, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same. The ASSOCIATION shall have the power to bid on the UNIT at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

(d) The amount of the expenses of the COMMON AREAS assessed against each UNIT and the charges for each UNIT shall also be a debt of the OWNER thereof at the time the assessment and/or charge is made. Suit to recover a money judgment for unpaid expenses shall be maintainable without foreclosing or waiving the lien securing same.

(e) Each OWNER, by acceptance of a deed to a UNIT, hereby expressly vests in the ASSOCIATION and MANAGING AGENT the right and power to bring all actions against such OWNER personally for the collection of the assessments and charges required to be paid hereunder and under the MANAGEMENT AGREEMENT as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including nonjudicial foreclosure pursuant to V.T.C.A., Article 51.001, et seq., Property Code, in whole or in part and in such sales as shall be determined by the trustee therein, and the trustee shall be David L. Jackson, or such successor as the ASSOCIATION or MANAGING AGENT shall designate in writing as a successor, and such OWNER hereby expressly grants to the ASSOCIATION the private power of sale in connection with said liens. The ASSOCIATION may also temporarily suspend the ASSOCIATION membership rights of any OWNER who is in default in payment of any assessment in accordance with the bylaws.

(f) The regular monthly assessments and charges provided for herein shall commence as to all UNITS in the PROJECT on the first day of the month following the conveyance by deed of the first UNIT in the PROJECT. Thereafter, due dates of regular monthly assessments and charges shall be the first day of each and every subsequent calendar month. No notice of such assessments and charges

or the due dates thereof shall be required, other than an annual notice setting forth the amount of the regular monthly assessments and charges. The due date of any special assessment shall be the due date specified by the ASSOCIATION in the notice of such special assessment delivered by the ASSOCIATION to each OWNER; provided, however, such due date shall in no event be less than thirty (30) days subsequent to the date of such notice.

(g) Sale or transfer of any UNIT shall not affect the assessment lien. No such sale or transfer shall relieve such UNIT from liability for any assessments thereafter becoming due or from the lien thereof.

(h) All sums assessed or charged but unpaid for or chargeable to any UNIT, including interest thereon at the rate of 18% per annum from the date such assessments and charges are due until said assessments and charges are paid, subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law, shall constitute a lien on such UNIT superior to all other liens and encumbrances.

(i) If any OWNER shall be in default in the payment of any assessments or charges, such OWNER shall be given at least thirty (30) days notice and right to cure any such default.

11. Taxation. Each UNIT, together with its interest in the COMMON AREA, shall, for the purpose of the assessment and collection of taxes, assessments and other charges of this state, or of any political subdivision, special improvement district or any other taxing or assessing authority, not be separately assessed to each UNIT, but rather shall be assessed as a part of and on the PROJECT as a whole, and each OWNER shall pay his proportionate share thereof as a part of the assessments therefor.

12. Use restrictions. In addition to all of the covenants contained herein, the use of the PROJECT and each UNIT therein is subject to the following:

a. Use of individual units. Each UNIT shall be occupied and used only for, and shall not be occupied or used except for, single family residential purposes for and by OWNERS of UNITS in good standing under the rules and regulations for the PROJECT.

b. Nuisances. No noxious, noisy, disreputable, unlawful, illegal or offensive activities nor any activities in violation of the rules, regulations and procedures

specified for the PROJECT shall be carried on in any UNIT or in any part of the PROJECT, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the OWNERS of each respective UNIT, or which shall in any way increase the rate of insurance for the PROJECT, or cause any insurance policy to be cancelled or cause a refusal to renew the same, or which will impair the structural integrity of any BUILDING. No UNIT may be used or occupied by any OWNER or person whose presence and occupancy in the PROJECT will be detrimental to the health, safety, or peaceful use and occupancy of other OWNERS or persons, or whose physical or mental condition, as determined by the medical advisor to the board of directors of the ASSOCIATION or the MANAGING AGENT, does not permit such OWNER or person to be able to maintain such OWNER or person in a UNIT without care and assistance. A physician may be selected by the board of directors of the ASSOCIATION or MANAGING AGENT who may consult with such OWNER or person and/or their family. The final decision will be made at the sole discretion of the ASSOCIATION or MANAGING AGENT after consultation with medical advisers and family representatives.

c. Garbage and refuse disposal. All rubbish, trash and garbage shall be regularly removed from the PROJECT and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers in accordance with the bylaws and the rules and regulations adopted by the board of directors of the ASSOCIATION or MANAGING AGENT and published from time to time. All equipment, garbage cans, woodpiles or storage piles shall be kept screened and concealed from view of other UNITS, streets and the COMMON AREAS.

d. Liability of OWNERS for damage to common elements. The OWNER of each UNIT shall be liable to the ASSOCIATION for all damages to the COMMON AREA or improvements thereon caused by the neglect, misuse or negligence of such OWNER or any tenant or other occupant of such UNIT, or any guest or invitee.

e. Rules and regulations. The OWNER and any occupant or tenant thereof and any guest or invitee of the OWNER of each UNIT shall comply with each and all of the rules and regulations prescribed by DECLARANT, the ASSOCIATION and MANAGING AGENT.

g. Utilities. Each OWNER shall pay for his own telephone costs which are separately metered and billed to each UNIT by the utility company furnishing such service but

all other utilities shall be paid by and billed to the ASSOCIATION or MANAGING AGENT. Utility expenses, other than telephone, shall be part of the common expenses, and each OWNER shall pay his pro-rata share thereof as in the case of other common expenses as a part of the assessments to be levied as herein specified. Any such utility may be separately metered, as and if determined by the ASSOCIATION or MANAGING AGENT, and in such event the ASSOCIATION or MANAGING AGENT may have any such utility cost billed and paid by such UNIT OWNER separately. Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues (such items being hereinafter collectively called the "connections") are located or installed within the PROJECT, which connections, or any portion thereof, lie in or upon more than one UNIT, DECLARANT reserves for the use and benefit of the ASSOCIATION the right and an easement to the full extent reasonably necessary therefor, to enter upon the UNITS or to have the utility companies enter upon the UNITS in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when reasonably necessary; provided, however, the exercise of such easement rights shall be in a manner reasonably circulated to cause as minimal interference with the continued use and occupancy of the UNITS so affected by the OWNERS thereof, while still adequately serving the purposes for which they are granted. Whenever connections are located or installed within the PROJECT, which connections serve more than one UNIT, the OWNER of each UNIT served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his UNIT.

(h) Easement for utilities and maintenance. Easements over and under the PROPERTY for the installation, repair, and maintenance of sanitary sewer, water, electric, gas and telephone lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as are shown on the MAP, and as may be hereafter required to serve the PROPERTY and the PROJECT, are hereby reserved by DECLARANT for the use and benefit of the ASSOCIATION, MANAGING AGENT and any public, municipal, private, or quasi-public utility company, together with the right to grant and transfer the same. The ASSOCIATION and MANAGING AGENT shall have the right to enter any UNIT at all reasonable hours with prior notification to the OWNER and with permission of the OWNER of such UNIT, but if an emergency exists requiring immediate action, as determined by the ASSOCIATION and MANAGING AGENT, at any time, without notice, to inspect, to make



alterations, replacements, repairs and restorations and to carry out any work or activities in connection with the UNIT or the PROJECT as permitted and/or required under this DECLARATION.

(i) ASSOCIATION's duties. The ASSOCIATION and MANAGING AGENT during the term of the MANAGEMENT AGREEMENT shall maintain all utility installations located in the COMMON AREAS except for those installations maintained by utility companies, public, private, quasi-public, or municipal. The ASSOCIATION shall pay all charges for utilities supplied to the PROJECT except those metered or submetered and charged separately to the UNITS.

(j) No commercial use. No UNIT shall be occupied and used for a trade or business; provided, however, that DECLARANT may use any UNIT or UNITS in the PROJECT owned by DECLARANT for a model home site or sites and display and sales office and DECLARANT and MANAGING AGENT may use, or permit others to use, portions of THE COMMON AREAS for commercial uses and businesses providing services to the OWNERS and the PROJECT. No more than four (4) individuals may use or occupy a three (3) bedroom UNIT; no more than three (3) individuals may use or occupy a two (2) bedroom UNIT; and no more than two (2) individuals may use or occupy a one (1) bedroom UNIT; provided, however, that in determining the number of bedrooms in a UNIT, a den shall be counted as a bedroom.

(k) Vehicle restrictions. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the PROJECT, other than temporarily (for purposes of loading and unloading of passengers or personal property), unless in an area specifically designated for such purpose by the board. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the board or directors of the ASSOCIATION or MANAGING AGENT during the term of the MANAGEMENT AGREEMENT. No noisy or smoky vehicles shall be maintained or operated upon the PROJECT, except as may be reasonably necessary to the execution of the rights or duties of the ASSOCIATION under this DECLARATION.

(l) Signs. DECLARANT may place signs in or around the COMMON AREA and use the COMMON AREA for sales purposes, and for directional and informational purposes. OWNERS other



than DECLARANT, however, are prohibited from placing "for sale", "for rent" or any other signs in or around the COMMON AREA or displaying signs to the public view on any UNIT or on any portion of the PROJECT.

(m) Animals. No pets, animals or birds of any kind shall be raised, bred, or kept in any UNIT, or any portion of the PROJECT except as permitted by the ASSOCIATION or MANAGING AGENT during the term of the MANAGEMENT AGREEMENT or in the rules and regulations adopted by the board of directors of the ASSOCIATION or MANAGING AGENT during the term of the MANAGEMENT AGREEMENT and published from time to time.

(n) Radio and television antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no OWNER shall be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the prior written consent of the board. No citizens band transmitter or other transmission device shall be permitted on the PROJECT without the prior written consent of the board of directors of the ASSOCIATION or MANAGING AGENT during the term of the MANAGEMENT AGREEMENT.

(o) Right to lease. The respective UNITS shall not be rented by the OWNERS thereof for transient, hotel or other purposes, which shall be defined as allowing any individual other than an OWNER to use or occupy a UNIT for any period more than fourteen (14) days subject to the limitations set forth in subparagraph (j); provided that an OWNER may permit a nurse or other person who is similarly trained who is needed to care for such OWNER to enter upon and occupy such OWNER'S UNIT for only the period such care of such OWNER is necessary, for the care of such OWNER.

(p) Power equipment and car maintenance. No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the PROJECT except with prior written approval of the board of directors of the ASSOCIATION or MANAGING AGENT during the term of the MANAGEMENT AGREEMENT. In deciding whether to grant approval, the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections shall be considered.

(q) No warranty of enforceability. While DECLARANT has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this article or elsewhere in this DECLARATION are or may be

invalid or unenforceable for any reason or to any extent, DECLARANT makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any OWNER acquiring a UNIT in the PROJECT in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the UNIT agrees to hold DECLARANT harmless therefrom.

13. Alterations and improvements. No building, fence, wall, obstruction, balcony, screen, awning, cover, improvement or structure of any kind shall be commenced, erected, painted or maintained upon the PROJECT or any UNIT, nor shall any alteration or improvement of any kind be made thereto or to any UNIT (including repainting and redecorating of the interior of a UNIT by an OWNER) until the same has been approved in writing by the MANAGING AGENT during the term of the MANAGEMENT AGREEMENT or by the board of the ASSOCIATION thereafter. All alterations, additions, changes and improvements including fixtures, which are constructed, installed, or placed in or upon any UNIT by anyone, including any OWNER or such OWNER'S agents, servants and employees, shall be and become a part of the UNIT and shall remain upon and in the UNIT.

14. Enforcement. The ASSOCIATION, any OWNER and any government or quasi-governmental agency or municipality having jurisdiction over the PROJECT shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by this DECLARATION, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual OWNER shall have no right to enforce the collection of any assessment or charge levied against any other OWNER. Failure by any such person to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

15. Invalidity of any provision. Should any provision of this DECLARATION be declared invalid or in conflict with any law of the jurisdiction where the PROJECT is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

16. Encroachment and protrusion easements. Each UNIT within the PROJECT is hereby declared to have an easement over all adjoining UNITS and the COMMON AREAS for the purpose of accommodating any encroachment and/or protrusion due to engineering errors, errors in original construction, settlement or shifting of the BUILDING, or any other cause. There shall be valid easements for the maintenance of said encroachments and/or

protrusions as long as they shall exist, and the rights and obligations of OWNERS shall not be altered in any way by said encroachment, protrusion, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment or protrusion be created in favor of an OWNER or OWNERS if said encroachment or protrusion occurred due to the willful misconduct of said OWNER or OWNERS. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the OWNERS of each UNIT agree that minor encroachments and/or protrusions over adjoining UNITS or COMMON AREAS shall be permitted and that there shall be a valid easement for the maintenance of said encroachments and/or protrusions so long as they shall exist. Such encroachments or protrusions shall not be considered to be encumbrances either on the COMMON AREAS or on a UNIT for purposes of marketability of title or otherwise.

17. Termination of mechanic's lien rights and indemnification. No labor performed or materials furnished and incorporated in a UNIT with the consent or at the request of an OWNER or his agent, contractor or subcontractor shall be the basis for the filing of a lien against either the COMMON AREAS or the UNIT of any other OWNER not expressly consenting to or requesting the same. Each OWNER shall indemnify and hold harmless each of the other OWNERS from and against any and all liability arising from any such claims or liens against the UNITS of any other OWNERS or against the COMMON AREAS for construction performed or for labor, materials, services or other products incorporated in the indemnifying OWNER's UNIT at such indemnifying OWNER'S request.

18. Revocation or amendment to DECLARATION. This DECLARATION shall not be revoked unless all of the OWNERS unanimously consent and agree to such revocation by instrument(s) duly recorded in Kerr County, Texas. This DECLARATION shall not be amended unless the OWNERS representing aggregate COMMON INTERESTS of at least sixty-seven percent (67%) consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the COMMON INTERESTS, as the percentage of the undivided interest in the COMMON AREAS appurtenant to each UNIT, as expressed in this DECLARATION, shall have a permanent character and shall not be altered except as herein permitted and provided, without the consent of all of the UNIT OWNERS expressed in an amended DECLARATION duly recorded; and provided further that revocation of this DECLARATION shall always require the consent of all of the OWNERS. An amendment of this DECLARATION may not alter or destroy a UNIT without the consent of the OWNERS affected and the OWNERS' first lien mortgages.

19. ASSOCIATION (or MANAGING AGENT) to maintain and repair. THE ASSOCIATION or MANAGING AGENT under the MANAGEMENT AGREEMENT shall make when needed, in its opinion, any alterations, repairs, replacements, or restorations in and about the UNIT or to any of

its fixtures or equipment. Each OWNER shall notify MANAGING AGENT or if there is no MANAGING AGENT the ASSOCIATION of the need of any such alterations, repairs, replacements, or restorations. OWNER shall not, without the prior written consent of MANAGING AGENT or if there is no MANAGING AGENT by the ASSOCIATION, make any such alterations, repairs, replacements, or restorations. When any such repairs, replacements or restorations so made have been rendered necessary by reason of reasonable and normal wear or the elements, not contributed to by the negligence or misconduct of OWNER, the expense thereof shall be borne by MANAGING AGENT during the term of the MANAGEMENT AGREEMENT or by the ASSOCIATION thereafter. Otherwise, such expense shall be borne by OWNER. All alterations, additions, changes and improvements including fixtures, which are constructed, installed, or placed in or upon the UNIT by OWNER (all of which must be approved by DECLARANT, MANAGING AGENT or the ASSOCIATION, as the case may be) or by OWNER'S agents, servants or employees, shall be and become and shall remain upon and be a part of the UNIT.

20. Association liability insurance. The ASSOCIATION or MANAGING AGENT shall obtain and continue in effect comprehensive public liability insurance insuring the ASSOCIATION, the DECLARANT, MANAGING AGENT, and the agents and employees of each and the OWNERS and the respective family members, guests and invitees of the OWNERS against any liability incident to the ownership or use of the COMMON AREAS, commercial spaces, if any, and public ways and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a "severability of interest" endorsement precluding the insurer from denying coverage to one OWNER because of the negligence of other OWNERS, or the ASSOCIATION, or the MANAGING AGENT. The scope of the coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use of the PROJECT. In addition to the master policies which the ASSOCIATION shall carry, the ASSOCIATION or the MANAGING AGENT shall have the power to require each OWNER, at his sole cost and expense, to carry personal liability insurance covering damage to property or injury to the person of others within the PROJECT resulting from negligence of the OWNER or his agents, tenants, guests or invitees, in an amount up to and including \$100,000.00 for each occurrence. All property and liability insurance carried by the ASSOCIATION or the OWNER shall contain provisions whereby the insurer waives rights of subrogation as to the ASSOCIATION, MANAGING AGENT, their agents, officers and directors, and any OWNERS, their guests, invitees, agents and employees. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the UNITS are located.



21. Master hazard insurance. Additionally, the ASSOCIATION or the MANAGING AGENT during the term of the MANAGEMENT AGREEMENT shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the PROJECT, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use to the PROJECT on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of all improvements on the PROJECT. If there is a steam boiler in operation in connection with any UNIT, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing minimum coverage in an amount not less than Fifty Thousand Dollars (\$50,000.00) per accident per location. The master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements on the PROJECT in the event of destruction and a decision not to rebuild pursuant to this DECLARATION. Such policies shall be in form and amount as may be determined by the board of directors of the ASSOCIATION or MANAGING AGENT during the term of the MANAGEMENT AGREEMENT and shall name as insured the ASSOCIATION, the OWNERS, MANAGING AGENT and DECLARANT (so long as DECLARANT is an OWNER of any UNITS), and all mortgagees as their respective interests may appear, and shall provide that any proceeds be paid to the ASSOCIATION or the MANAGING AGENT during the MANAGEMENT AGREEMENT for their use and benefit as their interests may appear. Such policy shall not be required to insure the personal property of OWNERS, which shall be and remain the responsibility of OWNERS.

22. Reconstruction or repair of PROJECT. In the event of fire, casualty or other disaster involving substantial damage to the PROJECT, within ten (10) days of receipt of determination of the amount of insurance proceeds available to the ASSOCIATION, the ASSOCIATION or MANAGING AGENT under such MANAGEMENT AGREEMENT shall cause notice to be given of a special meeting of OWNERS to be held not less than twenty (20) nor more than thirty (30) days from the giving of such notice of determination. Such notice shall specify the amount of insurance proceeds available, the estimated cost of restoration and any other data deemed pertinent to the determination called for.

If less than two-thirds (2/3) of the PROJECT is destroyed or substantially damaged by fire or any other disaster, then the PROJECT shall be rebuilt or repaired, unless the members of the ASSOCIATION by unanimous vote or written consent, or by prior



written approval, elect not to repair such damage. If two-thirds (2/3) or more of the PROJECT, is destroyed or substantially damaged by fire or any other disaster, and if the OWNERS, by unanimous vote or written consent, do not voluntarily, within 180 days after determination of the amount of the ASSOCIATION'S insurance proceeds resulting from such destruction or damage, make provision for reconstruction, the condominium regime shall be deemed to have been waived, and the ASSOCIATION shall take all action required under the Act to regroup and merge the filial estate with the principal property, whereupon:

a. The PROJECT shall be deemed to be owned in common by the OWNERS;

b. The undivided interest in the PROJECT owned in common which shall appertain to each OWNER shall be the COMMON INTERESTS of such OWNER;

c. Any liens on each UNIT and that certain portion of the COMMON AREAS appurtenant thereto shall be deemed to be transferred in accordance with their existing priorities to the undivided interest of the OWNER of the affected UNIT; and

d. The PROJECT shall be subject to an action for partition at the suit of any OWNER, in which event the net proceeds of sale, together with the net proceeds of the insurance on the PROJECT, if any, shall be considered as one fund and shall be divided among all the OWNERS and their mortgagees as their interests shall appear in a percentage equal to the COMMON INTEREST previously owned by each OWNER.

Notwithstanding the foregoing provisions hereof, in the event of destruction or substantial damage to two-thirds (2/3) or more of the PROJECT, the OWNERS may, by an affirmative vote of the OWNERS owning at least three-fourths (3/4) of the undivided interest in the COMMON AREAS, at a meeting of the OWNERS duly called for such purpose, elect to sell or otherwise dispose of the PROJECT. Such action shall be binding upon all OWNERS, and it shall thereupon become the duty of every OWNER to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

23. Insurance proceeds. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the PROJECT, shall be applied to such reconstruction. Reconstruction of the PROJECT means restoring the PROJECT to substantially the same condition in which it existed immediately prior to the fire, casualty or other disaster, with each UNIT and the COMMON AREAS having substantially the same vertical and horizontal boundaries as before. Such reconstruction shall be

caused to be accomplished by the ASSOCIATION or its duly authorized agents or by MANAGING AGENT. If the insurance proceeds are insufficient to reconstruct the PROJECT, damage to or destruction thereof shall promptly be repaired and restored by the ASSOCIATION, or its duly authorized agents, using proceeds of insurance, if any, on the PROJECT for that purpose, and the OWNERS shall be liable for the special assessment or assessments for any deficiency as hereinafter provided.

24. Application of insurance proceeds. As soon as possible after the occurrence of a casualty which causes damage to any part of the PROJECT for which the ASSOCIATION has insurance coverage (hereinafter referred to as the "CASUALTY"), the ASSOCIATION shall obtain reliable and detailed cost estimates of the following:

a. The cost of restoring all damage caused by the CASUALTY to the COMMON AREAS (hereinafter referred to as the "COMMON AREAS COSTS"); and

b. The cost of restoring that part of the damage caused by the CASUALTY to each UNIT which is or would be covered by insurance held by the ASSOCIATION without regard to the policy limits of such insurance (hereinafter referred to as the "UNIT COSTS"). All insurance proceeds available to the ASSOCIATION with respect to the CASUALTY shall first be applied to the payment of the actual COMMON AREAS COSTS and the balance thereof, if any, shall thereafter be applied to the payment of the actual UNIT COSTS. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special assessment or assessments shall be made against the OWNERS by the ASSOCIATION in the following manner: (i) all OWNERS shall be assessed on the basis of their percentage interest in the COMMON AREAS for the payment of the estimated COMMON AREAS COSTS not otherwise paid for by insurance held by the ASSOCIATION; and (ii) each OWNER of a damaged UNIT shall be assessed an amount equal to the difference between the actual portion of estimated UNIT COSTS attributable to his UNIT less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the ASSOCIATION with respect to the CASUALTY by a fraction, the numerator of which is the actual portion of the estimated UNIT COSTS attributable to his UNIT and the denominator of which is the total of all of the estimated UNIT COSTS.

25. Repair of UNIT. The ASSOCIATION and MANAGING AGENT during the term of the MANAGEMENT AGREEMENT shall be responsible for the reconstruction, repair, maintenance or replacement of the UNIT, including but not limited to any floor coverings, wall coverings, window shades, light fixtures or other improvements,

and all appliances located therein irrespective of whether or not such appliances are "built-in" to the UNIT but excluding such OWNER'S property in the UNIT. Each OWNER shall be responsible for the costs of the replacement of the furniture, furnishings, and contents of such UNIT which are owned by such OWNER of any reconstruction, repair or replacement of any portion of the PROJECT necessitated by his negligence or misuse or the negligence or misuse by his family, guests, invitees, agents, servants, employees or contractors. MANAGING AGENT under the MANAGEMENT AGREEMENT shall make when needed, in its opinion, any alterations, repairs, replacements, or restorations in and about the UNIT or to any of its fixtures or equipment. OWNER shall notify MANAGING AGENT of the need of any such alterations, repairs, replacements, or restorations. OWNER shall not, without the prior written consent of MANAGING AGENT, make any such alterations, repairs, replacements, or restorations. When any such repairs, replacements or restorations so made by MANAGING AGENT have been rendered necessary by reason of reasonable and normal wear or the elements, not contributed to by the negligence or misconduct of OWNER, the expense thereof shall be borne by MANAGING AGENT. Otherwise, such expense shall be borne by OWNER. All alterations, additions, changes and improvements including fixtures, which are constructed, installed, or placed in or upon the UNIT by OWNER (all of which must be approved by MANAGING AGENT) or OWNER's agents, servants or employees, shall be and become part of the UNIT, and shall remain upon and in the UNIT.

26. Term of DECLARATION. The covenants, conditions and restrictions of this DECLARATION shall run with and bind the PROPERTY and the PROJECT, and shall inure to the benefit of and shall be enforceable by the OWNERS and/or the ASSOCIATION and the MANAGING AGENT and their respective legal representatives, successors-in-interest and permitted assigns, for a term of thirty-five (35) years from the date this DECLARATION is recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument, signed by all of the then OWNERS and all of the mortgagees, has been recorded, agreeing to terminate and change said covenants, conditions and restrictions in whole or in part.

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., PROPERTY Code, Section 81.001, et seq., herein called the "ACT." To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, this DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for this DECLARATION to alter the provisions of the ACT

in which case this DECLARATION shall govern.

28. Termination of any responsibility of DECLARANT. DECLARANT may at any time, or from time to time, sell, assign or transfer all or any part of its rights hereunder and/or its rights, title and interest in the PROJECT to any person or persons who shall thereafter have such rights and powers of DECLARANT as are contained in the PROJECT hereunder and so transferred or assigned. In the event DECLARANT shall convey all of its right, title and interest in and to the PROJECT to any person or persons, then and in such event, DECLARANT shall be relieved of the performance of any further duty or obligation hereunder, and such person or persons shall be obligated to perform all such duties and obligations of the DECLARANT.

29. OWNERS' compliance. Each OWNER, tenant or occupant of a UNIT and their guests and invitees shall comply with the provisions of this DECLARATION and the other PROJECT documents and all lawful decisions and resolutions of the ASSOCIATION or MANAGING AGENT or its duly authorized representative, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action by the ASSOCIATION or MANAGING AGENT to recover sums due for damages (including costs and reasonable attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the ASSOCIATION or MANAGING AGENT in accordance with this DECLARATION shall be deemed to be binding on all OWNERS, their successors and assigns.

The undersigned, being the DECLARANT herein, has executed this DECLARATION on this 17th day of October, 1990.

DECLARANT:

RETIRE, INC.

By Robert E. Johnson  
Robert E. Johnson,  
Executive Director

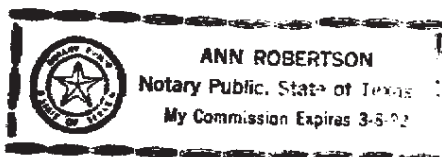
ADDRESS:

600 Yorktown Boulevard  
Kerrville, Texas 78028

THE STATE OF TEXAS S

THE COUNTY OF KERR S

THIS INSTRUMENT was acknowledged before me on this 17th day of October, 1990, by ROBERT E. JOHNSON, Executive Director, of RETIRE, INC., a Texas corporation.



*Ann Robertson*  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

Notary's Printed Name

RECORDED IN Real Property  
FILE DATE: Nov 13 1990  
FILE TIME: 4:35 O'CLOCK P M  
VOL. 570 PAGE 757  
RECORDING DATE

NOV 13 1990



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY *Paula P. Esquivel*  
Deputy

RETURN TO:

RETIRE, INC.  
600 Yorktown Boulevard  
Kerrville, Texas 78028

FILED FOR RECORD

4:35 o'clock P M

NOV 13 1990

PATRICIA DYE

Clerk County Court, Kerr County, Texas  
BY *Paula P. Esquivel* Deputy

Filed By  
Kerrville Title Company



EXHIBIT "A"

- I. Legal description of land is that certain land described in and made the subject of that certain plat of The Highlander Phase 1A according to the plat thereof recorded in Volume C, Page 32, Plat Records, Kerr County, Texas.
- II. Legal description of Units and map of or plan of Units is set forth on pages 2-10 of this Exhibit "A", and the reference points therein are the same as shown on the plat referenced in I above.
- III. Legal description of open space/recreation area, which is part of Common Areas is described on page 11 of Exhibit "A".
- IV. Percentage ownership of Units and Common Interest is set forth on pages 12-16 of this Exhibit "A".

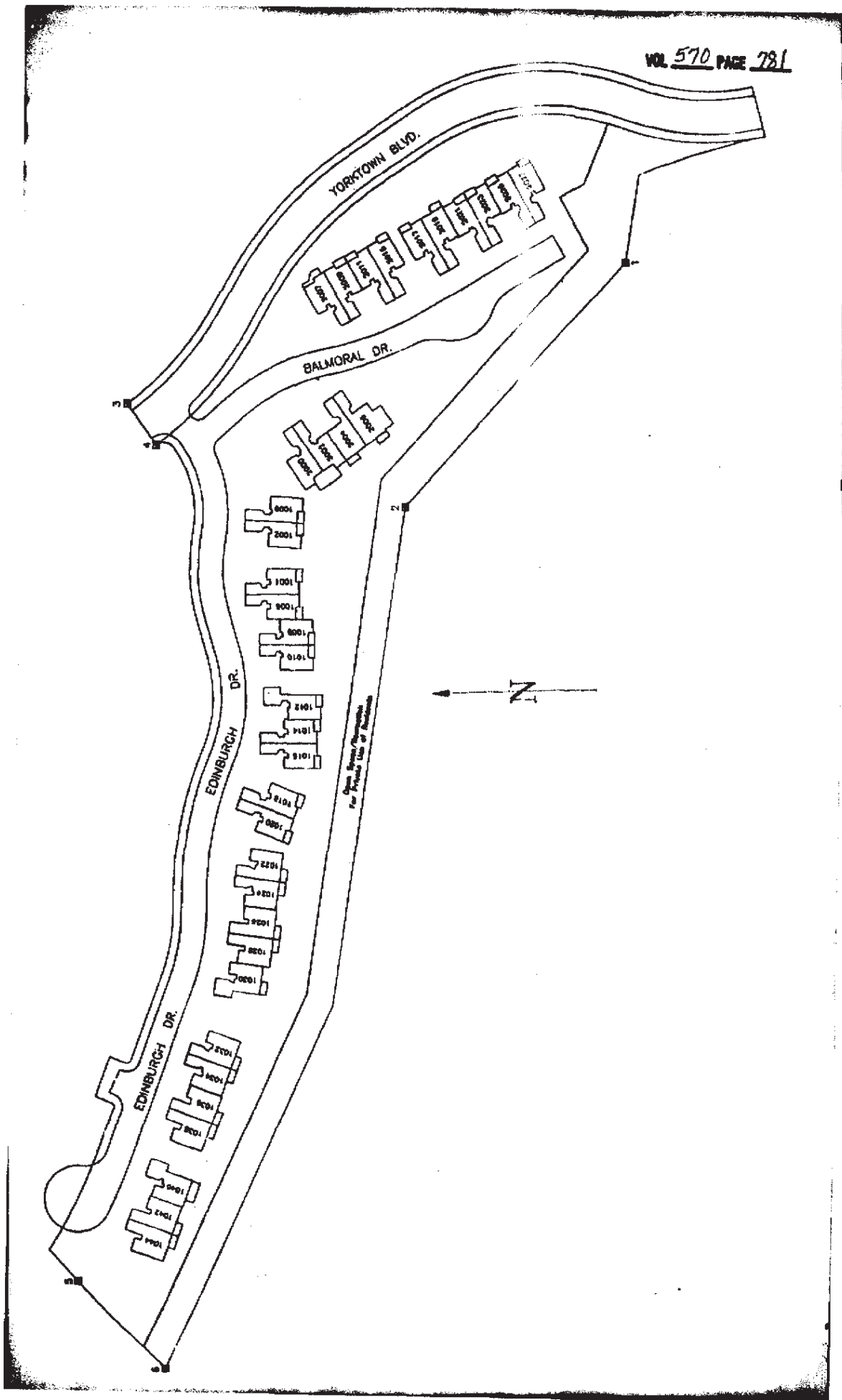
Provisions herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law (Title 42, U.S.C. 1982) and the laws of the State of Texas.)

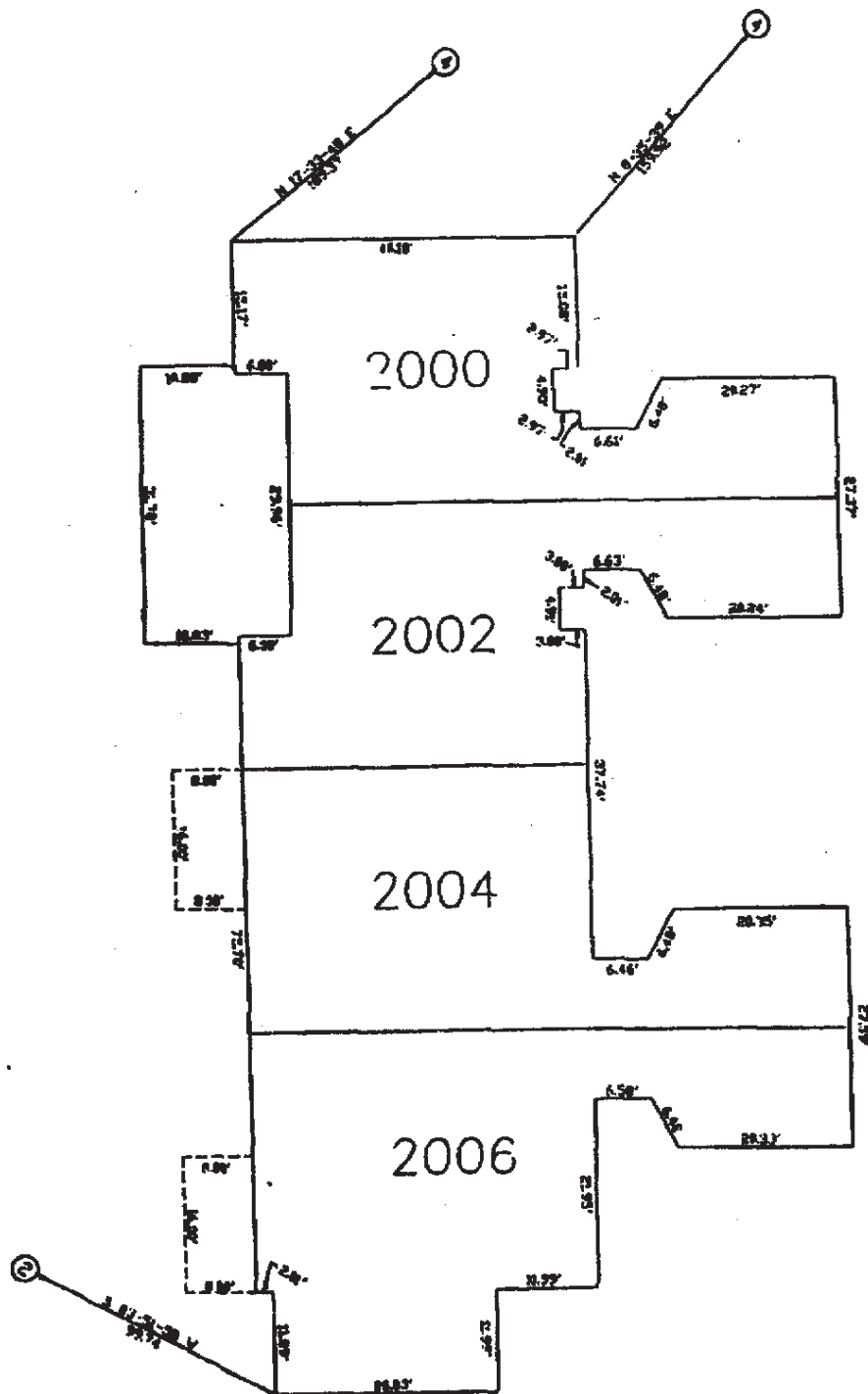
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public records of Real Property of Kerr County Texas on

NOV 13 1990

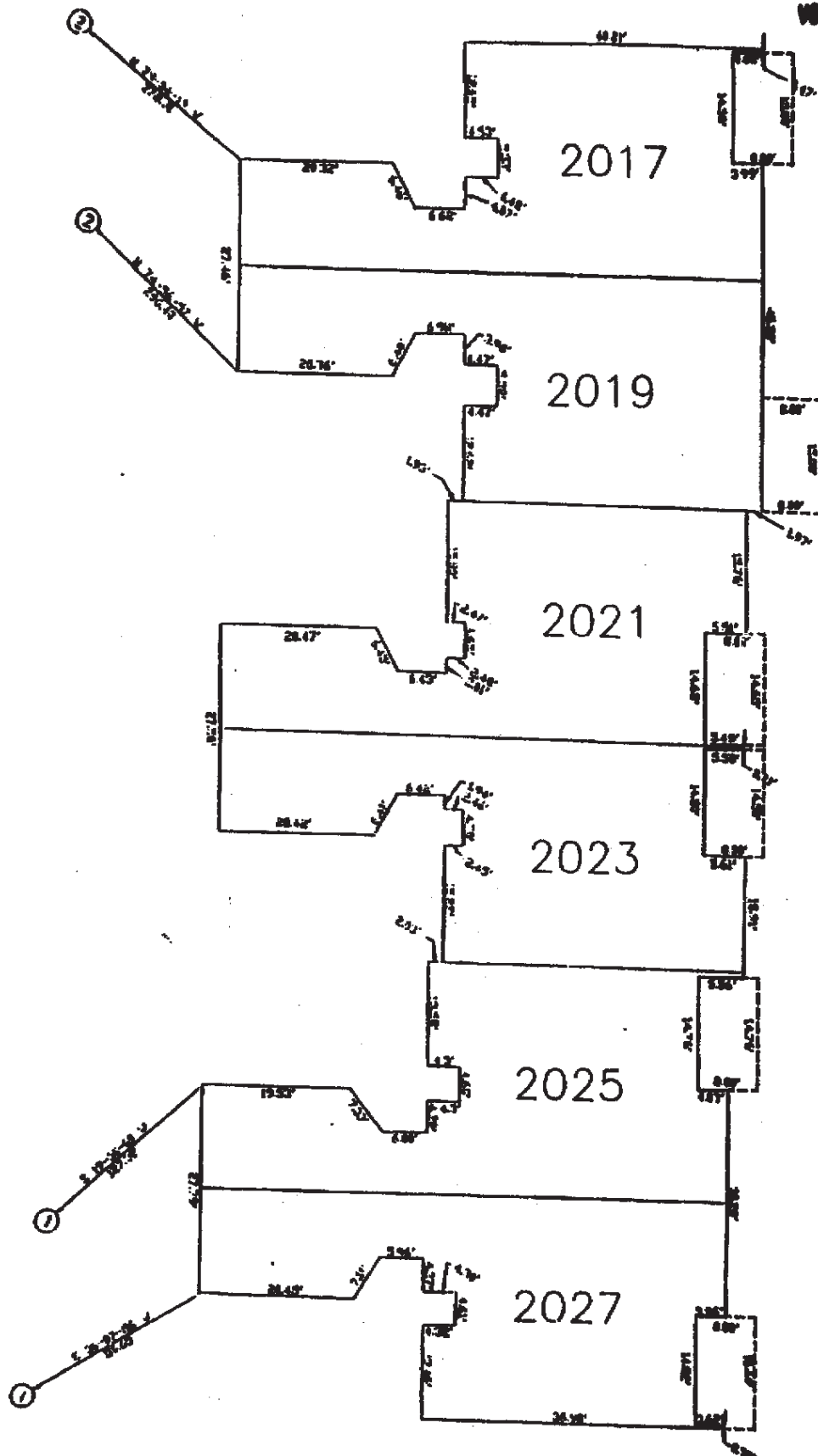


*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

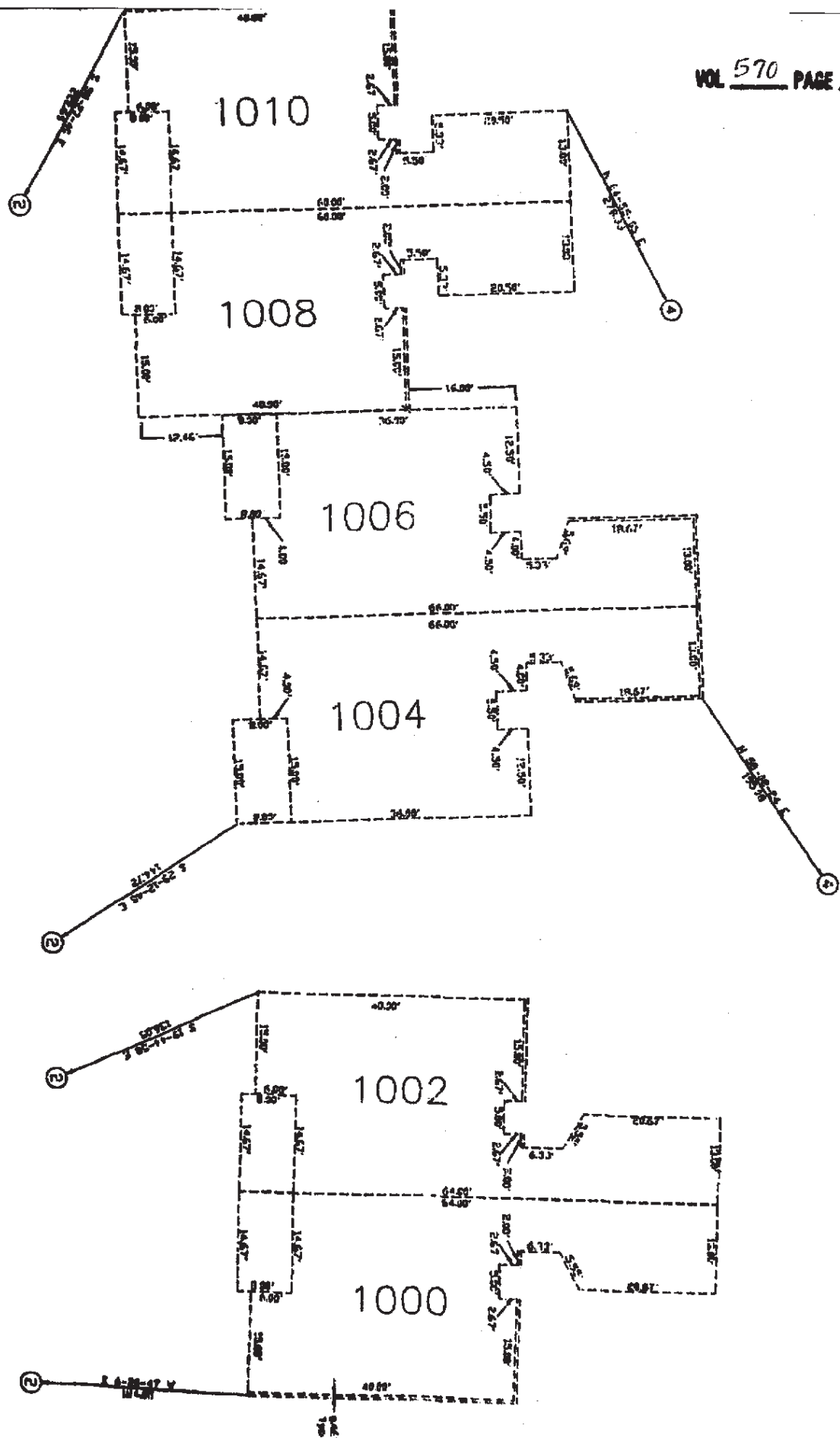


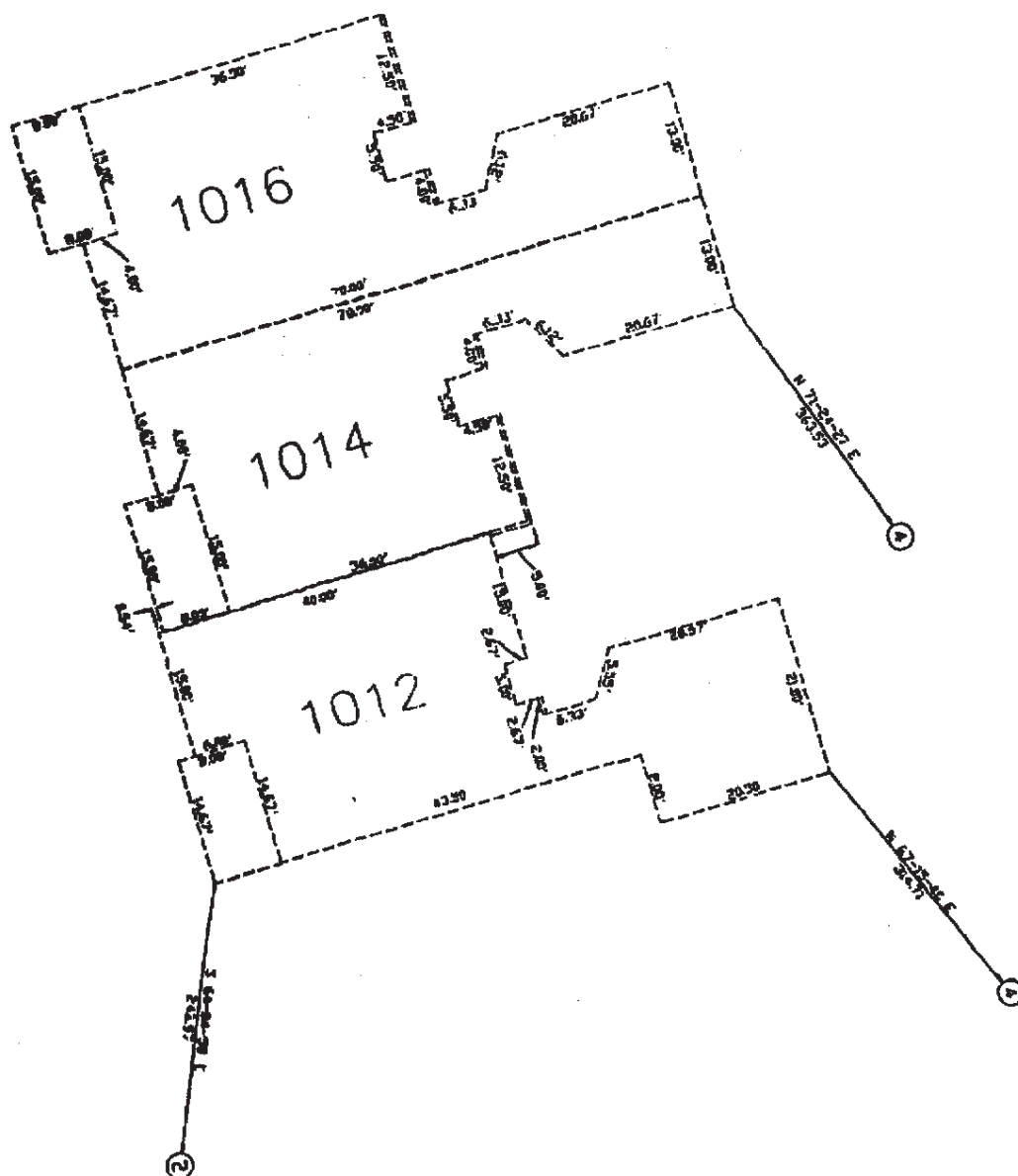
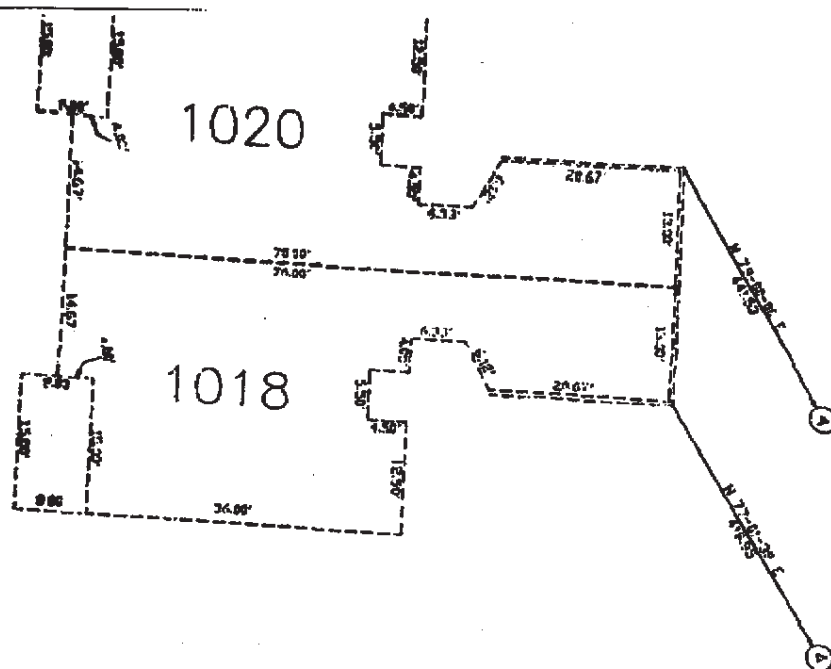






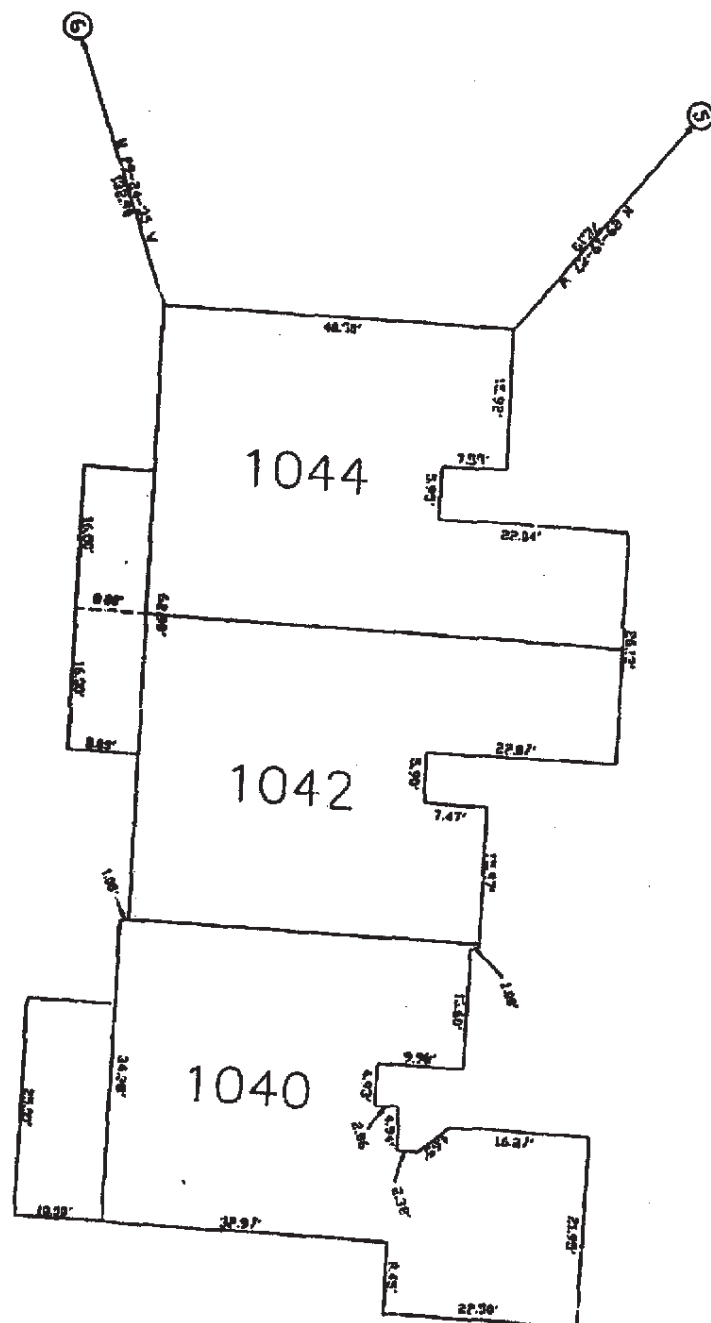














## FIELD NOTES

BEGINNING at a concrete monument for the west corner of the herein described tract, same being the west corner of The HIGHLANDER, Phase I, and filed in the Plat Records of Kerr County, Texas in Volume 6, Page 32;

THENCE N 48-31-00 E, 37.50 feet to a point for the north corner of this tract.

THENCE S 63-20-06 E, 470.65 feet to a point;

THENCE S 80-00-00 E, 617.21 feet to a point;

THENCE S 46-19-00 E, 376.16 feet to a point;

THENCE N 62-18-41 E, 70.31 feet to a point;

THENCE S 28-59-11 E, 34.62 feet to a point;

THENCE S 66-00-07 E, 78.20 feet to a point in a curve to the right for the west right-of-way line of Yorktown Blvd.;

THENCE along the west right-of-way line and curve to the right with the following parameters:

Delta = 3-07-52	Tangent = 7.38
Radius = 270.00	Bearing = S 18-31-04 W
Arc = 14.76	Chord = 14.75

to the point of reverse curvature and the beginning of a curve to the left;

THENCE along the west right-of-way line and curve to the left with the following parameters:

Delta = 31-00-00	Tangent = 91.52
Radius = 330.00	Bearing = S 4-35-00 W
Arc = 178.55	Chord = 176.38

to an iron pin for the south corner of this tract and the south corner of The HIGHLANDER, Phase I, same also being the northwest corner of a subdivision named YORKTOWN, Phase I;

THENCE departing the right-of-way along a non-tangent curve to the left with the following parameters:

Delta = 9-41-27	Tangent = 81.13
Radius = 957.01	Bearing = N 15-45-44 W
Arc = 161.87	Chord = 161.67

to an iron pin;

THENCE N 79-05-12 W, 106.29 feet to a concrete monument;

THENCE N 45-19-00 W, 400.00 feet to a concrete monument;

THENCE N 80-00-00 W, 600.00 feet to a point;

THENCE N 63-20-06 W, 483.73 feet to the PLACE OF BEGINNING and containing 1.50 acres of land.

PERCENTAGE OWNERSHIP  
AND  
COMMON INTEREST  
THE HIGHLANDER  
PHASE A  
UNIT/PLEX SQUARE FOOTAGES

<u>Addresses:</u>	<u>Total Area</u>	<u>Percentage Ownership and Common Interest</u>
Edinburgh addresses:		
1000 (Lochview) A/C Area 1077 sq. ft. Garage Area 279 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1486	2.543%
1002 (Lochview) A/C Area 1077 sq. ft. Garage Area 279 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1486	2.543%
1004 (Heather) A/C Area 1080 sq. ft. Garage Area 235 sq. ft. Porch 25 sq. ft./Deck 120 sq. ft.	1460	2.499%
1006 (Heather) A/C Area 1086 sq. ft. Garage Area 235 sq. ft. Porch 25 sq. ft./Deck 120 sq. ft.	1466	2.509%
1008 (Lochview) A/C Area 1073 sq. ft. Garage Area 241 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1444	2.471%
1010 (Lochview) A/C Area 1073 sq. ft. Garage Area 241 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1444	2.471%

1012 (Lochview)	1656	2.834%
A/C Area 1077 sq. ft.		
Garage Area 449 sq. ft.		
Porch 13 sq. ft./Deck 117 sq. ft.		
1014 (Heather)	1510	2.584%
A/C Area 1093 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 120 sq. ft.		
1016 (Heather)	1510	2.584%
A/C Area 1093 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 120 sq. ft.		
1018 (Heather)	1510	2.584%
A/C Area 1093 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 120 sq. ft.		
1020 (Heather)	1510	2.584%
A/C Area 1093 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 120 sq. ft.		
1022 (Rougemont)	1628	2.786%
A/C Area 1168 sq. ft.		
Garage Area 260 sq. ft.		
Porch 72 sq. ft./Deck 128 sq. ft.		
1024 (Rougemont)	1618	2.769%
A/C Area 1158 sq. ft.		
Garage Area 260 sq. ft.		
Porch 72 sq. ft./Deck 128 sq. ft.		
1026 (Lucerne)	1628	2.786%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1028 (Lucerne)	1628	2.786%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1030 (Rougemont)	1792	3.067%
A/C Area 1168 sq. ft.		
Garage Area 424 sq. ft.		
Porch 72 sq. ft./Deck 128 sq. ft.		

1032 (Rougemont)	1628	2.786%
A/C Area 1168 sq. ft.		
Garage Area 260 sq. ft.		
Porch 72 sq. ft./Deck 128 sq. ft.		
1034 (Rougemont)	1628	2.786%
A/C Area 1168 sq. ft.		
Garage Area 260 sq. ft.		
Porch 72 sq. ft./Deck 128 sq. ft.		
1036 (Lucerne)	1628	2.786%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1038 (Lucerne)	1628	2.786%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1040 (Rougemont)	1792	3.067%
A/C Area 1168 sq. ft.		
Garage Area 424 sq. ft.		
Porch 72 sq. ft./Deck 128 sq. ft.		
1042 (Lucerne)	1628	2.786%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1044 (Lucerne)	1628	2.786%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		

Balmoral Dr. addresses:

2000 (Lochview)	1625	2.781%
A/C Area 1098 sq. ft.		
Garage Area 272 sq. ft.		
Porch 15 sq. ft./Deck 240 sq. ft.		
2002 (Lochview)	1637	2.802%
A/C Area 1110 sq. ft.		
Garage Area 272 sq. ft.		
Porch 15 sq. ft./Deck 240 sq. ft.		
2004 (Heather)	1614	2.762%
A/C Area 1189 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 128 sq. ft.		

2006 (Heather)	1906	3.262%
A/C Area 1481 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 128 sq. ft.		
2007 (Heather)	1576	2.697%
A/C Area 1084 sq. ft.		
Garage Area 262 sq. ft.		
Porch 21 sq. ft./Deck 209 sq. ft.		
2009 (Heather)	1489	2.548%
A/C Area 1082 sq. ft.		
Garage Area 265 sq. ft.		
Porch 22 sq. ft./Deck 120 sq. ft.		
2011 (Heather)	1516	2.594%
A/C Area 1110 sq. ft.		
Garage Area 264 sq. ft.		
Porch 22 sq. ft./Deck 120 sq. ft.		
2015 (Heather)	1528	2.615%
A/C Area 1118 sq. ft.		
Garage Area 265 sq. ft.		
Porch 25 sq. ft./Deck 120 sq. ft.		
2017 (Heather)	1526	2.611%
A/C Area 1103 sq. ft.		
Garage Area 279 sq. ft.		
Porch 24 sq. ft./Deck 120 sq. ft.		
2019 (Heather)	1586	2.714%
A/C Area 1164 sq. ft.		
Garage Area 278 sq. ft.		
Porch 24 sq. ft./Deck 120 sq. ft.		
2021 (Lochview)	1492	2.553%
A/C Area 1085 sq. ft.		
Garage Area 279 sq. ft.		
Porch 11 sq. ft./Deck 117 sq. ft.		
2023 (Lochview)	1491	2.552%
A/C Area 1085 sq. ft.		
Garage Area 278 sq. ft.		
Porch 11 sq. ft./Deck 117 sq. ft.		
2025 (Heather)	1556	2.663%
A/C Area 1144 sq. ft.		
Garage Area 272 sq. ft.		
Porch 20 sq. ft./Deck 120 sq. ft.		



2027 (Heather)	1556	2.663%
A/C Area 1144 sq. ft.		
Garage Area 272 sq. ft.		
Porch 20 sq. ft./Deck 120 sq. ft.		
TOTALS	<u>58,434</u>	<u>100%</u>

DLJ24eo

6785

VOL 570 PAGE 796

SUPPLEMENT TO CONDOMINIUM  
DECLARATION AND MASTER DEED  
FOR  
THE HIGHLANDER

The undersigned, RETIRE, INC., the Declarant under that certain Condominium Declaration and Master Deed for The Highlander which is of record in Volume 570, Page 757, Real Property Records of Kerr County, Texas, hereby agrees (i) that the City of Kerrville shall have no liability or obligation with respect to the maintenance of the common elements and Common Areas of The Highlander project as specified in the above-referenced Condominium Declaration and Master Deed, which specifically includes the common streets and drives, and that such Common Areas, common elements and common streets and drives shall be maintained by the Association therein defined in which each owner is a member under and pursuant to the terms and provisions of the Condominium Declaration and Master Deed, and (ii) that any change in the designation and use of the recreational-open space area of the Common Areas, as defined in said Condominium Declaration and Master Deed and as shown in Exhibit "A", attached thereto, shall be approved in writing by the City of Kerrville, which approval shall not be unreasonably withheld and shall be evidenced by an approval in writing signed, acknowledged and recorded by the City of Kerrville. Further, the undersigned agrees that the units in The Highlander project shall be sold subject to the provisions of this Supplement.

This Supplement shall be binding and enforceable upon the undersigned and its successors and assigns.

EXECUTED this 17th day of October, 1990.

4:35 PM  
FILED 1324 Nov 19 90  
PATRICIA OYE  
Clerk County Court, Kerr County, Texas  
By Shannon L. Thel Deputy

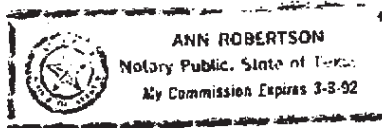
RETIRE, INC.

BY: Robert E. Johnson  
Name: Robert E. Johnson  
Title: Executive Director

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 17th day of October, 1990, by Robert E. Johnson, Executive Director of RETIRE, INC., a Texas corporation, on behalf of said corporation, in the capacity therein stated.



DLJ17dw

Filed By  
Kerrville Title Company

Ann Robertson  
Notary Public, State of Texas

RETURN TO:  
Retire, Inc.  
600 Yorktown Boulevard  
Kerrville, Texas 78028

VOL 570 PAGE 797

Notarize Person which restricts the sale, rental or use of the described property because of failure to issue its receipt and endorsement under Federal Tax Law (State of Texas)  
County of Kerr  
I hereby certify that this document was FILED in the Number Sequence of the day and at the time stamped below by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

NOV 13 1990



*Patricia Dye*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORDED IN Real Property  
FILE DATE: Nov. 13 1990  
FILE TIME: 4:35 O'CLOCK P M  
VOL 570 PAGE 796  
RECORDING DATE

NOV 13 1990



PATRICIA DYE  
COUNTY CLERK, KERR COUNTY  
BY Paula C. Loggins  
Deputy

AGREEMENT AND AMENDMENT

This Agreement and Amendment is entered into by and between RETIRE, INC., ("Retire"), a Texas corporation, and THE HIGHLANDER OWNERS ASSOCIATION ("Association"), a Texas non-profit corporation, and the undersigned Owners ("Owners") of Units, as defined and referenced in the Condominium Declaration and Master Deed for The Highlander ("Declaration") recorded in Volume 570, Page 757, Real Property Records, Kerr County, Texas, and the Supplement recorded in Volume 570, Page 796, Real Property Records, Kerr County, Texas.

In consideration of the terms, covenants and provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties to this Agreement and Amendment agree as follows:

1. The Management Agreement between Retire, the Association and the Owners is terminated and all rights, privileges, obligations and liabilities under or related to the Management Agreement are released, terminated and discharged except only that Retire shall remain liable for those liabilities of Retire arising prior to May 1, 1993. Retire shall no longer act as Manager or Managing Agent under the Declaration; Retire shall have no claims, obligations or liabilities thereunder and is hereby fully released and discharged by the Association and the Owners (except as to said pre-existing liabilities of Retire), and the Association shall succeed to and shall have and assume all such management rights and obligations under the Management Agreement and Declaration from and after May 1, 1993. All references to, and provisions pertaining to, the Managing Agent and Management Agreement are deleted from the Declaration and shall be of no further effect.
2. Concurrently Retire is conveying to the Association the Clubhouse which is Units 2000, 2002, 2004 and 2006, and the Guest House which is Unit 1018 under the Declaration and such conveyance shall include all furniture, fixtures and equipment therein, except the office furniture and equipment located in the space leased by Retire under the Lease with the Association being entered into concurrently. The Declaration is amended to provide that the Clubhouse shall be Common Areas as defined in the Declaration unless and until it is acquired under the Option by and between Retire and the Association when such Unit will no longer be Common Areas but will then be a Unit as defined in the Declaration. The Declaration is amended to provide that the Guest House shall be Common Areas as defined in the Declaration.
3. All Repurchase Agreements and the rights and obligations thereunder between Retire and the Owners are terminated and released, shall be of no further effect and the parties thereto are fully released and discharged from any liability, claim or obligation thereunder.
4. After giving effect to the amendments specified in this Agreement and Amendment the Common Interests of the Owners under

the Declaration shall be as set forth in the attached schedule, which is attached hereto and made a part hereof for all purposes, and which is entitled Percentage Ownership and Common Interest The Highlander Phase 1A.

5. The Declaration is amended to permit the lease of any Unit subject to any restrictions as established by the bylaws of The Highlander Homeowners Association or Common Area and any prohibitions or limitations as to the leasing of Units under the Declaration are deleted. The Declaration is amended to delete paragraph 12(0).

6. Retire, as Declarant, shall retain and reserve the right under the Declaration to add properties to the Project under the terms of the Declaration and to develop other and additional phases of The Highlander, in accordance with the aesthetic style and craftsmanship of the existing Units in Phase 1A.

7. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors and assigns.

8. Should any provision hereof be held to be invalid or unenforceable such invalidity or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if the invalid or unenforceable provision had never been a part of this Agreement.

Entered into as of June 24, 1993, in multiple counterparts all of which when taken together shall be and constitute one Agreement and Amendment.

Units owned by Retire, Inc. on date  
of execution prior to effective  
date of Agreement and Amendment

1018	1002
1014	1001
1012	2000
1010	2002
1008	2004
	2006

RETIRE, INC.

BY:

Name:

Title:

THE HIGHLANDER OWNERS ASSOCIATION

BY:

Name:

Title:

OWNERS:

Signature

Name

Unit Number

Signature

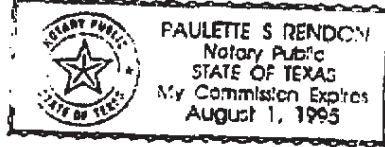
RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND  
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
REPRODUCTION DUE TO DEPTH & DARKNESS OF  
PRINT COLOR OF INSTRUMENT RECORDATION

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of June, 1993, by Emmett E. Dorsey Executive Director of RETIRE, INC., a Texas corporation, on behalf of said corporation.



Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 16th day of June, 1993, by Rowland W. Fife of THE HIGHLANDER OWNERS ASSOCIATION, on behalf of said Association.



Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

6\HI\A1

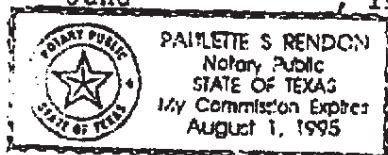


OWNERS:

Dayul W. & Lois R. Donaldson  
 Signature Name Dayul W. & Lois R. Donaldson 1004  
Lois R. Donaldson Unit Number  
 Signature

THE STATE OF TEXAS §  
 COUNTY OF KERR §

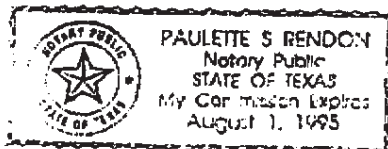
This instrument was acknowledged before me this 18th day of  
 June, 1993, by Dayul W. Donaldson



Paulette S. Rendon  
 Notary Public, State of Texas

THE STATE OF TEXAS §  
 COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
 June, 1993, by Lois R. Donaldson



Paulette S. Rendon  
 Notary Public, State of Texas

RECORD Real Property  
 VOL 699 PG 53

RECORDING DATE

JUN 30 1993



Patricia Dye  
 COUNTY CLERK, KERR COUNTY

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is hereby and unenforceable under Federal Law.  
 THE STATE OF TEXAS  
 COUNTY OF KERR  
 I hereby certify that this instrument was FILED in the Public Records of the State of Texas on the 30th day of June 1993 and was duly RECORDED in the Public Records of Real Property of Kerr County, Texas on

JUN 30 1993



Patricia Dye  
 COUNTY CLERK, KERR COUNTY, TEXAS

OWNERS:

Eudean N. Cummings  
Signature

Eudean N. Cummings  
Name  
Trustee for Vernon M.  
Cummings

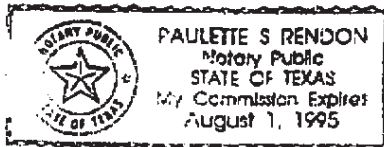
1006  
Unit Number

\_\_\_\_\_  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18 day of  
June, 1993, by Eudean N. Cummings.



Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 1993, by \_\_\_\_\_.

Paulette S. Rendon *PC*  
Notary Public, State of Texas

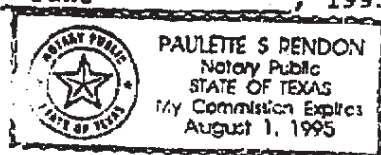
OWNERS:

Rowland W. Fife Rowland W. & Elizabeth C. Fife 1024  
Signature Name Unit Number  
Elizabeth C. Fife  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by Rowland W. Fife

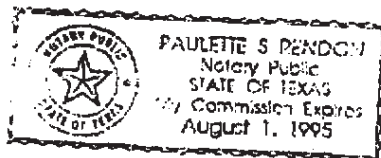


Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by Elizabeth C. Fife



Paulette S. Rendon  
Notary Public, State of Texas

OWNERS:

[Signature]  
Signature

H.V. & Anne L. Evans  
Name

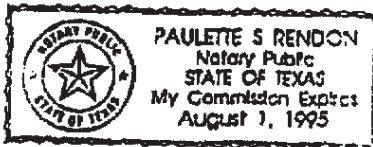
1028  
Unit Number

[Signature]  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of June, 1993, by H.V. Evans <sup>21st PR</sup>

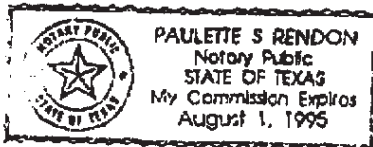


[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of June, 1993, by Anne L. Evans



[Signature]  
Notary Public, State of Texas

OWNERS:

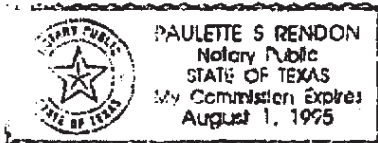
*James E. Collins*  
Signature  
*Eunice P. Collins*  
Signature

James E. & Eunice P. Collins 1030  
Name Unit Number

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by James E. Collins, Jr.

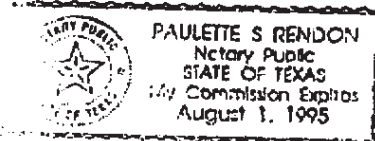


*Paulette S. Rendon*  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by Eunice P. Collins



*Paulette S. Rendon*  
Notary Public, State of Texas

OWNERS:

[Signature]  
Signature

G.E. & Lola Beryl Nevill  
Name

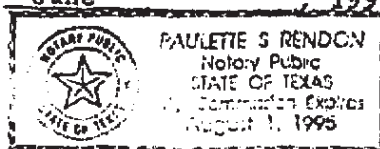
1032  
Unit Number

[Signature]  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by G.E. Nevill.

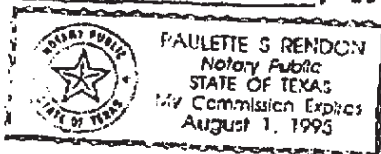


[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by Lola Beryl Nevill.



[Signature]  
Notary Public, State of Texas



699-62

OWNERS:

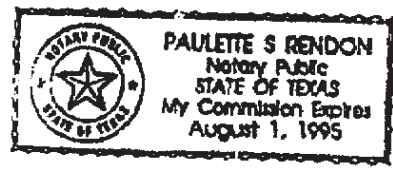
Walter & Rose Hanauer  
Signature  
Rose Hanauer  
Signature

Walter & Rose Hanauer  
Name

1030  
Unit Number

THE STATE OF TEXAS §  
COUNTY OF KERR §

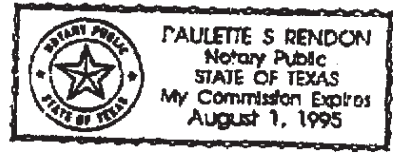
This instrument was acknowledged before me this 18th day of June, 1993, by Walter Hanauer <sup>21st p.s.R.</sup>



Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of June, 1993, by Rose Hanauer



Paulette S. Rendon  
Notary Public, State of Texas

699 63

OWNERS:

Peter Macialek  
Signature

Peter & Juanita Macialek  
Name

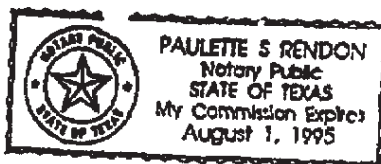
1038  
Unit Number

Juanita Macialek  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 30th day of  
June, 1993, by Peter Macialek.

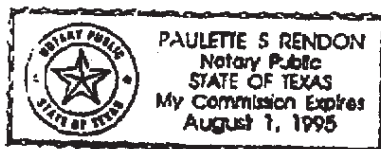


Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 30th day of  
June, 1993, by Juanita Macialek.



Paulette S. Rendon  
Notary Public, State of Texas

Vol 699, 64

OWNERS:

*Vivian Newcomb*  
Signature

Vivian Newcomb  
Name

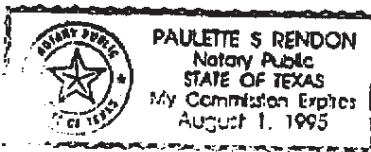
1040  
Unit Number

\_\_\_\_\_  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 24th day of  
June, 1993, by Vivian Newcomb.



*Paulette S. Rendon*  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 1993, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

699 PAGE 65

OWNERS:

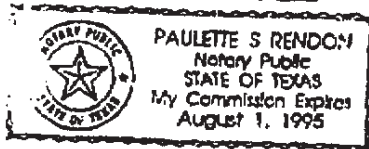
Ervin R. Butler  
Signature

Ervin R. & Nellene Butler 1044  
Name Unit Number

Nellene Butler  
Signature

THE STATE OF TEXAS S  
COUNTY OF KERR S

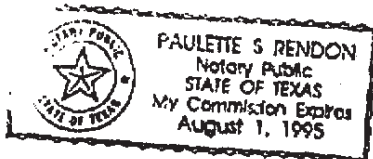
This instrument was acknowledged before me this 18th day of  
June, 1993, by Ervin R. Butler



Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS S  
COUNTY OF KERR S

This instrument was acknowledged before me this 18th day of  
June, 1993, by Nellene Butler



Paulette S. Rendon  
Notary Public, State of Texas

699-66

OWNERS:

Joseph V. Raine  
Signature

Joseph V. & Lois A. Raine  
Name

2007  
Unit Number

Lois A. Raine  
Signature

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 18th day of June, 1993, by Joseph V. Raine.



PAULETTE S RENDON  
Notary Public  
STATE OF TEXAS  
My Commission Expires  
August 1, 1995

Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS S

COUNTY OF KERR S

This instrument was acknowledged before me this 18th day of June, 1993, by Lois A. Raine.



PAULETTE S RENDON  
Notary Public  
STATE OF TEXAS  
My Commission Expires  
August 1, 1995

Paulette S. Rendon  
Notary Public, State of Texas

OWNERS:

Eloise Branstetter  
Signature

Eloise Branstetter  
Name

2009  
Unit Number

\_\_\_\_\_  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by Eloise Branstetter.



PAULETTE S RENDON  
Notary Public  
STATE OF TEXAS  
My Commission Expires  
August 1, 1995

Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 1993, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

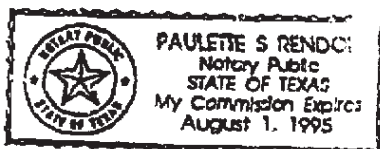


OWNERS:

Blanche G. Rupley Blanche G. Rupley 2011  
Signature Name Unit Number  
  
\_\_\_\_\_  
Signature

THE STATE OF TEXAS §  
COUNTY OF KERR §

This instrument was acknowledged before me this 21st <sup>PR</sup> day of June, 1993, by Blanche G. Rupley.



Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §  
COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

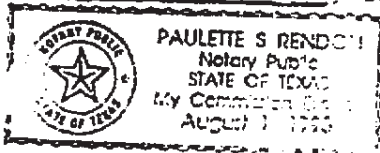
699 69

OWNERS:

Elizabeth E. McKinney      Elizabeth E. McKinney      2015  
Signature      Name      Unit Number  
  
\_\_\_\_\_  
Signature

THE STATE OF TEXAS    \$  
COUNTY OF KERR        \$

This instrument was acknowledged before me this 16th day of  
June, 1993, by Elizabeth E. McKinney



Paulette S. Rendón  
Notary Public, State of Texas

THE STATE OF TEXAS    \$  
COUNTY OF KERR        \$

This instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 1993, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

Vol 699 70

OWNERS:

*Evelyn C. Creiglow*  
Signature

Evelyn C. Creiglow  
Name

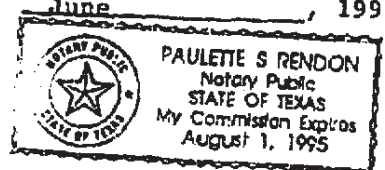
2017  
Unit Number

\_\_\_\_\_  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of June, 1993, by Evelyn C. Creiglow.



*Paulette S. Rendon*  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1993, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

699 71

OWNERS:

Helen C. Lightner  
Signature

Helen C. Lightner  
Name

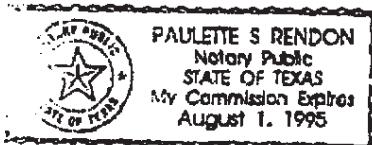
2025  
Unit Number

\_\_\_\_\_  
Signature

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this 18th day of  
June, 1993, by Helen C. Lightner



Paulette S. Rendon  
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_, 1993, by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

PERCENTAGE OWNERSHIP  
AND  
COMMON INTEREST  
THE HIGHLANDER  
PHASE A  
UNIT/PLEX SQUARE FOOTAGES

<u>Addresses:</u>	<u>Total Area</u>	<u>Percentage</u> <u>Ownership</u> <u>and</u> <u>Common Interest</u> Including/Not Including Clubhouse/Clubhouse and guest/and guest house as /house as Units /Units i.e., /as Common /Areas
<u>Edinburgh addresses:</u>		
1000 (Lochview) A/C Area 1077 sq. ft. Garage Area 279 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1486	2.543% /2.964%
1002 (Lochview) A/C Area 1077 sq. ft. Garage Area 279 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1486	2.543% /2.964%
1004 (Heather) A/C Area 1080 sq. ft. Garage Area 235 sq. ft. Porch 25 sq. ft./Deck 120 sq. ft.	1460	2.499% /2.912%
1006 (Heather) A/C Area 1086 sq. ft. Garage Area 235 sq. ft. Porch 25 sq. ft./Deck 120 sq. ft.	1466	2.509% /2.924%
1008 (Lochview) A/C Area 1073 sq. ft. Garage Area 241 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1444	2.471% /2.880%
1010 (Lochview) A/C Area 1073 sq. ft. Garage Area 241 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1444	2.471% /2.880%
1012 (Lochview) A/C Area 1077 sq. ft. Garage Area 449 sq. ft. Porch 13 sq. ft./Deck 117 sq. ft.	1656	2.834% /3.303%

1014 (Heather)	1510	2.584%	/3.011%
A/C Area 1093 sq. ft.			
Garage Area 272 sq. ft.			
Porch 25 sq. ft./Deck 120 sq. ft.			
1016 (Heather)	1510	2.584%	/3.011%
A/C Area 1093 sq. ft.			
Garage Area 272 sq. ft.			
Porch 25 sq. ft./Deck 120 sq. ft.			
Guesthouse 1018 (Heather)	1510	2.584%	/ 0%
A/C Area 1093 sq. ft.			
Garage Area 272 sq. ft.			
Porch 25 sq. ft./Deck 120 sq. ft.			
1020 (Heather)	1510	2.584%	/3.011%
A/C Area 1093 sq. ft.			
Garage Area 272 sq. ft.			
Porch 25 sq. ft./Deck 120 sq. ft.			
1022 (Rougemont)	1628	2.786%	/3.247%
A/C Area 1168 sq. ft.			
Garage Area 260 sq. ft.			
Porch 72 sq. ft./Deck 128 sq. ft.			
1024 (Rougemont)	1618	2.769%	/3.227%
A/C Area 1158 sq. ft.			
Garage Area 260 sq. ft.			
Porch 72 sq. ft./Deck 128 sq. ft.			
1026 (Lucerne)	1628	2.786%	/3.247%
A/C Area 1189 sq. ft.			
Garage Area 267 sq. ft.			
Porch 44 sq. ft./Deck 128 sq. ft.			
1028 (Lucerne)	1628	2.786%	/3.247%
A/C Area 1189 sq. ft.			
Garage Area 267 sq. ft.			
Porch 44 sq. ft./Deck 128 sq. ft.			
1030 (Rougemont)	1792	3.067%	/3.574%
A/C Area 1168 sq. ft.			
Garage Area 424 sq. ft.			
Porch 72 sq. ft./Deck 128 sq. ft.			
1032 (Rougemont)	1628	2.786%	/3.247%
A/C Area 1168 sq. ft.			
Garage Area 260 sq. ft.			
Porch 72 sq. ft./Deck 128 sq. ft.			
1034 (Rougemont)	1628	2.786%	/3.247%
A/C Area 1168 sq. ft.			
Garage Area 260 sq. ft.			
Porch 72 sq. ft./Deck 128 sq. ft.			



1036 (Lucerne)	1628	2.786% / 3.247%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1038 (Lucerne)	1628	2.786% / 3.247%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1040 (Rougemont)	1792	3.067% / 3.574%
A/C Area 1168 sq. ft.		
Garage Area 424 sq. ft.		
Porch 72 sq. ft./Deck 128 sq. ft.		
1042 (Lucerne)	1628	2.786% / 3.247%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		
1044 (Lucerne)	1628	2.786% / 3.247%
A/C Area 1189 sq. ft.		
Garage Area 267 sq. ft.		
Porch 44 sq. ft./Deck 128 sq. ft.		

Balmoral Dr. addresses:

Clubhouse 2000 (Lochview)	1625	2.781% / 0%
A/C Area 1098 sq. ft.		
Garage Area 272 sq. ft.		
Porch 15 sq. ft./Deck 240 sq. ft.		
Clubhouse 2002 (Lochview)	1637	2.802% / 0%
A/C Area 1110 sq. ft.		
Garage Area 272 sq. ft.		
Porch 15 sq. ft./Deck 240 sq. ft.		
Clubhouse 2004 (Heather)	1614	2.762% / 0%
A/C Area 1189 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 128 sq. ft.		
Clubhouse 2006 (Heather)	1906	3.262% / 0%
A/C Area 1481 sq. ft.		
Garage Area 272 sq. ft.		
Porch 25 sq. ft./Deck 128 sq. ft.		
2007 (Heather)	1576	2.697% / 3.143%
A/C Area 1084 sq. ft.		
Garage Area 262 sq. ft.		
Porch 21 sq. ft./Deck 209 sq. ft.		
2009 (Heather)	1489	2.548% / 2.969%
A/C Area 1082 sq. ft.		

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Garage Area 265 sq. ft.  
Porch 22 sq. ft./Deck 120 sq. ft.

2011 (Heather)	1516	2.594%	/3.023%
A/C Area 1110 sq. ft.			
Garage Area 264 sq. ft.			
Porch 22 sq. ft./Deck 120 sq. ft.			
2015 (Heather)	1528	2.615%	/3.047%
A/C Area 1118 sq. ft.			
Garage Area 265 sq. ft.			
Porch 25 sq. ft./Deck 120 sq. ft.			
2017 (Heather)	1526	2.611%	/3.043%
A/C Area 1103 sq. ft.			
Garage Area 279 sq. ft.			
Porch 24 sq. ft./Deck 120 sq. ft.			
2019 (Heather)	1586	2.714%	/3.163%
A/C Area 1164 sq. ft.			
Garage Area 278 sq. ft.			
Porch 24 sq. ft./Deck 120 sq. ft.			
2021 (Lochview)	1492	2.553%	/2.976%
A/C Area 1085 sq. ft.			
Garage Area 279 sq. ft.			
Porch 11 sq. ft./Deck 117 sq. ft.			
2023 (Lochview)	1491	2.552%	/2.974%
A/C Area 1085 sq. ft.			
Garage Area 278 sq. ft.			
Porch 11 sq. ft./Deck 117 sq. ft.			
2025 (Heather)	1556	2.663%	/3.102%
A/C Area 1144 sq. ft.			
Garage Area 272 sq. ft.			
Porch 20 sq. ft./Deck 120 sq. ft.			
2027 (Heather)	1556	2.663%	/3.102%
A/C Area 1144 sq. ft.			
Garage Area 272 sq. ft.			
Porch 20 sq. ft./Deck 120 sq. ft.			

TOTALS 58,434

100%

TOTAL LESS  
CLUBHOUSE AND  
GUESTHOUSE 50,142

100%

led by and return to:  
**David L. Jackson**  
Palace, Musty, MacLaren, Jackson and Williams  
Attn: Kathy Swindle  
540 Main Street, Suite 100  
Kerrville, Texas 78026  
(32) 896-3811

**FILED FOR RECORD**

*5:06* o'clock *P*.M

JUN 3 01993

**PATRICIA DYE**

*Patricia Dye, Kerrville, Texas*  
*5/20/93*

**AMENDED AND RESTATED**  
**CONDOMINIUM DECLARATION AND MASTER DEED**  
**FOR THE HIGHLANDER**

This Amended and Restated Condominium Declaration and Master Deed (this "Declaration"), is made on the date hereinafter set forth by the undersigned with reference to the following facts:

A. The Units and Common Interests for the Highlander have been created and established pursuant to the Declaration and Master Deed recorded in Volume 570, Page 757, et seq., Real Property Records, Kerr County, Texas as amended by Agreement and Amendment recorded in Volume 699, Page 53, Real Property Records, Kerr County, Texas (collectively "Declaration"). The Owners of such Units and Common Interests have consented to this Declaration as set forth in the attached Supplement and Consent which is incorporated herein for all purposes.

B. The Property made the subject of and as defined and provided in the Declaration has been and will be developed and improved with improvements now or hereafter erected thereon, the facilities and appurtenances thereto and all property, real, personal or mixed, intended for use or used in connection therewith, which are collectively hereinafter sometimes referred to as the Project herein and in the Declaration.

C. The Declaration has established a condominium regime for the Project and has established a plan for the individual ownership in fee simple of estates consisting of the Units (as therein defined) plus an undivided interest as tenant in common in the Common Areas (as therein defined). Each Unit has appurtenant to it a membership in The Highlanders Owners Association, a Texas non-profit corporation as therein defined.

D. The Declaration imposes upon the Property mutually beneficial restrictions under a general plan of improvements for the benefit of all of said Units and the Owners (as therein defined) thereof and provisions for amendment as therein provided.

E. This Declaration shall amend and restate the Declaration in its entirety.

NOW, THEREFORE, this Declaration amends and restates the Declaration which establishes as a condominium regime under the Texas Condominium Act ("Act") Chapter 81, Texas Property Code, Section 81.001, et seq.) and the Project, including the Property and the Units therein, will be held, conveyed, mortgaged, encumbered, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements herein contained and as amended hereby, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with

127-5-1

the land and shall be perpetually binding upon all parties having or acquiring any right, title or interest in or to any part of the Project.

The terms used herein are as follows:

1. Act: Condominium Act, Section 81.001, et seq., Texas Property Code.
2. Association: The council of owners of the Units in the Project.
3. Buildings: The buildings in the Project in which Units are located.
4. Common Areas: The common elements of the Project as shown on the Map, which are all general common elements and there are no limited common elements.
5. Common Interest: The percentage ownership interest of each Owner in the entire Project and in the Common Areas which is set forth for each Unit in Exhibit "B", attached hereto.
6. Declaration: This Declaration and Master Deed for The Highlander.
7. Owners: The owners of the Units.
8. Map: The drawing showing the numbered Units which Map is attached hereto as a part of Exhibit "A".
9. Phase 1A of the Project: The land described in Exhibit "A", attached hereto and all associated areas, facilities and elements and all improvements, including Common Areas and Units, located on said land.
10. Project: Phase 1A, and the reference in this Declaration to the Project shall be a reference to Phase 1A.
11. Property: The land described in Exhibit "A", together with the improvements now or hereafter erected thereon, and the facilities and appurtenances thereon.
12. Units: The Apartments as defined in the Act which are located in the buildings in the Project and are shown on the Map.
1. Division of Project. The PROJECT is divided into the following freehold estates and areas: On the MAP, the BUILDINGS in the PROJECT are divided into UNITS located therein and numbered as shown on the MAP. In determining the dimensions of, and area contained within, each UNIT, the enclosed space within a UNIT shall be measured from interior finished, unpainted surfaces of the perimeter walls, floors and ceilings, and the UNIT shall include the airspace so encompassed. Included

in each UNIT shall be any finishing material applied or affixed to the interior surfaces of the common exterior walls or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile). The boundaries of each UNIT shall be the interior surface of the perimeter walls, floors, ceilings, windows and doors. Interior trim around window and doors shall be a part of each UNIT and shall not be a part of the COMMON AREAS. The UNIT does not include the COMMON AREAS. Each UNIT is subject to such encroachments and protrusions as are contained in the BUILDINGS, whether the same now exists or may be later caused or created in any manner. In interpreting DEED, the then existing physical boundaries of a UNIT, whether in its original state or reconstructed in substantial accordance with the original plans therefor, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the DEED, regardless of settling, rising or lateral movement of the BUILDINGS and regardless of minor variance between boundaries shown on the DEED, and those of the BUILDINGS.

Noratco, Inc. owns UNIT 1000 which is now used as a parking area by agreement for no rent. Noratco, Inc. and its successors and assigns may construct, improve and complete UNIT 1000 and add to the Highlander and this Declaration additional land, buildings and units by filing a supplemental declaration and upon such filing the relative percentages of ownership of OWNERS shall be adjusted to reflect such additional UNITS on the same basis as the percentage interests shown on Exhibit "B", attached hereto, and to change the Clubhouse portion of the Common Areas to Units in exchange for comparable Clubhouse(s) on such land so added. The Owners of said Units shall be and become OWNERS and shall have the right to the mutual and non-exclusive use of the COMMON AREAS, such use being subject to the mutual rules and regulations adopted by the ASSOCIATION with respect to such COMMON AREAS; provided, however, that the OWNERS of UNITS of land added as herein provided shall pay and be liable, from time to time, for their pro rata share of all COMMON AREA COSTS thereafter expended with respect to said COMMON AREAS. The UNIT 1000 and other UNITS that may be added as herein provided are defined and referred to as ("UNDEVELOPED UNITS") and they shall when added and constructed have the right to the mutual and non-exclusive use of the COMMON AREAS, such use being subject to the mutual rules and regulations adopted by the ASSOCIATION with respect to such COMMON AREAS.

The UNDEVELOPED UNITS shall be UNITS in the PROJECT and the obligation of the UNDEVELOPED UNITS to pay assessments and share in COMMON AREA COSTS shall commence upon the completion of construction of each UNDEVELOPED UNIT thereon. Prior to completion of construction of the UNDEVELOPED UNITS, the OWNER thereof shall not be entitled to any vote for an UNDEVELOPED UNIT, shall not have any use of any COMMON AREAS and shall not pay any assessment. After completion of construction of an UNDEVELOPED UNIT it shall become a UNIT, shall no longer be an UNDEVELOPED UNIT, shall be entitled to vote and shall pay assessments. The assessments and reserve funds for each phase of the development shall be maintained separately.

The COMMON INTEREST of each OWNER for the PROJECT shall be as set forth in Exhibit "B", attached hereto.

The Clubhouse as referenced and described in Exhibit "A", attached hereto shall be part of the Common Areas subject to the rights and provisions of applicable documents of record and subject to changes in the event of addition of land and units as herein provided and as set forth in the Supplement executed by the Owner(s) of the Undeveloped Units as herein provided.

2. Common Areas. The remaining portion of the PROPERTY other than the UNITS, shall be and is referred to herein as "COMMON AREAS", and shall include all common areas and facilities shown on the MAP. Each UNIT OWNER shall have as an appurtenance to his UNIT, and undivided interests in the COMMON AREAS equal to his COMMON INTEREST. The ownership of each UNIT shall include the UNIT and such undivided interest in the COMMON AREAS, which interest shall be the relative ownership interest of each UNIT OWNER in the PROJECT. The COMMON INTEREST appurtenant to each UNIT is declared to be permanent in character and cannot be altered once sold by DECLARANT without the consent of all the OWNERS of said UNITS and the mortgagees of such OWNERS as expressed in an amended DECLARATION, except as provided herein as to the UNDEVELOPED UNITS. Such COMMON INTEREST cannot be separated from the UNIT to which it is appurtenant. Each UNIT OWNER shall have nonexclusive right to use the COMMON AREAS in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other UNIT OWNERS. Notwithstanding the transfer of the ownership of the COMMON AREAS to the OWNERS as tenants in common, there has and is reserved unto the ASSOCIATION or its designated agent an easement over and onto the COMMON AREAS for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the COMMON AREAS for the purpose of completing improvements thereon and for the performance of necessary repair and maintenance work and the right to establish easements, reservations, exceptions and exclusions consistent with the ownership of the PROJECT and for the best interest of the OWNERS of the ASSOCIATION in order to serve the entire PROJECT.

3. No separate conveyance of undivided interests. The foregoing interests and exclusive easements have been and are established and are to be conveyed only with the respective UNITS, and cannot be changed, except as herein set forth. Each OWNER covenants and agrees that the undivided interests in the COMMON AREAS and the fee title to the respective UNITS conveyed therewith shall not be separated or separately conveyed, and each such undivided interest and exclusive easement shall be deemed to be conveyed or encumbered with its respective UNIT even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the UNIT.

4. Partition prohibited. The COMMON AREAS shall remain undivided as set forth above so long as suitable for a condominium regime. Except as provided by the



Act, no OWNER shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the OWNERS with respect to the operation and management of the PROJECT. Judicial partition by sale of a single UNIT owned by two or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single UNIT is prohibited). A UNIT shall not be subdivided.

5. ASSOCIATION to manage COMMON AREAS. The management of the COMMON AREAS and of the PROJECT shall be vested in the ASSOCIATION in accordance with the terms of this DECLARATION, the bylaws and the articles of incorporation of the ASSOCIATION. The ownership of UNITS and the OWNERS of the UNITS and all holders of liens thereon shall be bound by the articles of incorporation and bylaws of the ASSOCIATION. The OWNERS of all the UNITS covenant and agree that the administration of the PROJECT shall be in accordance with the provisions of this DECLARATION and all applicable laws, regulations and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the PROJECT or the ASSOCIATION, as same may be amended from time to time.

6. Membership. Any person, upon becoming the OWNER of a UNIT, shall automatically be a member of the ASSOCIATION, and shall remain a member thereof in accordance with the articles of incorporation and bylaws of the ASSOCIATION until such time as his ownership of said UNIT ceases for any reason, at which time his membership in the ASSOCIATION shall automatically cease. The OWNER or OWNERS of each UNIT shall be entitled to one single vote subject and except as otherwise required by the ACT and this DECLARATION. The affairs of the ASSOCIATION shall be managed by a board of directors which will be established and which shall conduct regular and special meetings according to the provisions of the bylaws.

7. Transferred membership. Membership in the ASSOCIATION shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the UNIT to which it is appurtenant, and then only to the new OWNER. Any attempt to make a prohibited transfer is void. In the event, the OWNER of any UNIT should fail or refuse to transfer the membership registered in his name to the purchaser of his UNIT, the ASSOCIATION shall have the right to record the transfer upon its books.

8. Personal obligation of assessments. Each OWNER of any UNIT by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed, as part of the purchase money consideration for such deed and conveyance, to covenant and agree to pay to the ASSOCIATION the following, subject to the terms of this DECLARATION: (1) regular monthly assessments or charges pursuant to the schedule thereof adopted by the ASSOCIATION and (2) special assessments for capital improvements an unexpected expenses. Such assessments are to be established and collected as provided herein by the ASSOCIATION.

9. Purposes of assessments. The assessments levied as herein provided shall be used to promote and preserve the PROJECT, for the improvements and

maintenance of the COMMON AREAS, for the common good of the PROJECT, and for each and all of the obligations, services and costs to be paid by the ASSOCIATION under this DECLARATION, and each OWNER hereby agrees to pay the fees and charges therefor. Said assessments may be used for said purposes, including without limitation providing for the enforcement of the provisions of this DECLARATION and the bylaws promulgated thereunder. The decision of the ASSOCIATION with respect thereto shall be final.

10. Assessment, Charge, Payment and Lien.

(a) All OWNERS shall be obligated to pay the assessments which are provided and specified in this DECLARATION and the charges and fees specified herein. The total amount of the estimated funds required from assessments to operate the PROJECT shall be set forth in a budget adopted by the ASSOCIATION from time to time, at least annually, and shall be assessed against each OWNER, except as to the Undeveloped Units as herein provided, based upon the number of owners and occupants of each Unit as determined by the Board of the Association, said figure to be divided by the number of months of such budget to determine the regular monthly assessment; provided, however, that said assessments based on said COMMON INTERESTS may be rounded off to the nearest dollar figure and shall be secured by a lien against said UNIT, subject to the provisions hereof. There has been and is reserved and assigned to the ASSOCIATION, without recourse, a vendor's lien against each UNIT subject to assessment (excluding therefor any UNIT exempt from assessments as herein provided) to secure the payment of any regular or special assessment which may be levied pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof. The collection costs incurred by the ASSOCIATION shall be paid by OWNERS and shall include, without limitation, interest at the rate of 18% per annum, costs and reasonable attorneys' fees. Said liens and obligations may be enforced by appropriate judicial proceedings, and the amounts secured thereby shall be the obligation of and chargeable to the OWNER in default. Any such lien shall be and is subordinate and inferior only to the assessments, liens and charges in favor of the State of Texas and any political subdivision thereof for ad valorem taxes past due and unpaid on such UNIT.

(b) The ASSOCIATION may levy, in any year, one or more special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the COMMON AREAS, including fixtures and personal property related thereto owned by the ASSOCIATION, or to defray any unanticipated or underestimated expense or other action or undertaking normally covered by a regular assessment (and, where necessary, for taxes assessed against the COMMON AREAS or the PROJECT as a whole). Said special assessments shall be assessed against each OWNER in proportion to the COMMON INTEREST of such OWNER as set forth herein. Special

assessments may also be levied against an individual UNIT and its OWNER to reimburse the ASSOCIATION for costs incurred in bringing that OWNER or his UNIT into compliance with the provisions of this DECLARATION including actual attorneys' fees and costs. Said special assessments may be subject to such limitations as are provided in this DECLARATION. A special replacement reserve fund shall be established and funded monthly from a portion of the monthly assessment in preparation for unexpected or periodic extraordinary expenses.

(c) The ASSOCIATION may (but shall not be required to) prepare a written notice setting forth the amount of such unpaid indebtedness, including such assessments and charges, the name of the OWNER or the UNIT and a description of the UNIT. Such notice shall be signed by one of the officers of the ASSOCIATION and may be recorded in the office of the County Clerk of Kerr County, Texas. Such lien securing such indebtedness may be enforced by the foreclosure of the defaulting OWNER'S UNIT by the ASSOCIATION in like manner as a mortgage on real property subsequent to the recording of a notice provided for above but with priority to the date of this DECLARATION. In any such proceeding, the OWNER shall be required to pay the costs, expenses and attorneys' fees incurred in connection with filing the lien, and in the event of any foreclosure proceeding, all additional costs, expenses and attorneys' fees incurred in connection with any such foreclosure proceeding. The OWNER of the UNIT being foreclosed shall be required to pay to the ASSOCIATION the monthly assessment and charges for the UNIT during the period of foreclosure, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same. The ASSOCIATION shall have the power to bid on the UNIT at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same.

(d) The amount of the expenses of the COMMON AREAS assessed against each UNIT and the charges for each UNIT shall also be a debt of the OWNER thereof at the time the assessment and/or charge is made. Suit to recover a money judgment for unpaid expenses shall be maintainable without foreclosing or waiving the lien security same.

(e) Each OWNER, by acceptance of a deed to a UNIT, expressly vests in the ASSOCIATION the right and power to bring all actions against such OWNER personally for the collection of the assessments and charges required to be paid hereunder as a debt, and to enforce the aforesaid liens by all methods available for the enforcement of such liens, including nonjudicial foreclosure pursuant to The Texas Property Code, in whole or in part and in such sales as shall be determined by the trustee therein, and the trustee shall be David L. Jackson, or such successor as the ASSOCIATION shall designate in writing as a successor, and such OWNER hereby expressly grants to the ASSOCIATION the private power of sale in connection with said liens. The ASSOCIATION may also

temporarily suspend the ASSOCIATION membership rights of any OWNER who is in default in payment of any assessment in accordance with the bylaws.

(f) The regular monthly assessments and charges provided for herein shall commence as to all UNITS in the PROJECT on the first day of the month following the conveyance by deed of the first UNIT in the PROJECT except as to the Undeveloped Units as herein provided. Thereafter, due dates of regular monthly assessments and charges shall be the first day of each and every subsequent calendar month. No notice of such assessments and charges or the due dates thereof shall be required, other than an annual notice setting forth the amount of the regular monthly assessments and charges. The due date of any special assessment shall be the due date specified by the ASSOCIATION in the notice of such special assessment delivered by the ASSOCIATION to each OWNER; provided, however, such due date shall in no event be less than thirty (30) days subsequent to the date of such notice.

(g) Sale or transfer of any UNIT shall not affect the assessment lien. No such sale or transfer shall relieve such UNIT from liability for any assessments thereafter becoming due or from the lien thereof.

(h) All sums assessed or charged but unpaid for or chargeable to any UNIT, including interest thereon at the rate of 18% per annum from the date such assessments and charges are due until said assessments and charges are paid, subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law, shall constitute a lien on such UNIT superior to all other liens and encumbrances.

(i) If any OWNER shall be in default in the payment of any assessments or charges, such OWNER shall be given at least thirty (30) days notice and right to cure any such default.

11. Taxation. Each UNIT, together with its interest in the COMMON AREA shall, for the purpose of the assessment and collection of taxes, assessments and other charges of this state, or of any political subdivision, special improvement district or any other taxing or assessing authority, be separately assessed to each UNIT and shall not be assessed as a part of and on the PROJECT as a whole and each OWNER shall pay such taxes as to the UNIT(S) owned.

12. Use restrictions. In addition to all of the covenants contained herein, the use of the PROJECT and each UNIT therein is subject to the following:

(a) Use of individual units. Each UNIT shall be occupied and used only for, and shall not be occupied or used except for, single family residential purposes for and by the OWNERS of UNITS in good standing under the rules and regulations for the PROJECT.

(b) Nuisances. No noxious, noisy, disreputable, unlawful, illegal or offensive activities nor any activities in violation of the rules, regulations and procedures specified for the PROJECT shall be carried on in any UNIT or in any part of the PROJECT, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the OWNERS of each respective UNIT, or which shall in any way increase the rate of insurance for the PROJECT, or cause any insurance policy to be cancelled or cause a refusal to renew the same, or which will impair the structural integrity of any BUILDING. No UNIT may be used or occupied by any OWNER or person whose presence and occupancy in the PROJECT will be detrimental to the health, safety, or peaceful use and occupancy of other OWNERS or persons, or whose physical or mental condition, as determined by the medical advisor to the board of directors of the ASSOCIATION, does not permit such OWNER or person to be able to maintain such OWNER or person in a UNIT without care and assistance. A physician may be selected by the board of directors of the ASSOCIATION who may consult with such OWNER or person and/or their family. The final decision will be made at the sole discretion of the ASSOCIATION after consultation with medical advisers and family representatives.

(c) Garbage and refuse disposal. All rubbish, trash and garbage shall be regularly removed from the PROJECT and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers in accordance with the bylaws and the rules and regulations adopted by the board of directors of the ASSOCIATION and published from time to time. All equipment, garbage cans, woodpiles or storage piles shall be kept screened and concealed from view of other UNITS, streets and the COMMON AREAS.

(d) Liability of OWNERS for damages to common elements. The OWNER of each UNIT shall be liable to the ASSOCIATION for all damages to the COMMON AREA or improvements thereon caused by the neglect, misuse or negligence of such OWNER or any tenant or other occupant of such UNIT, or any guest or invitee.

(e) Rules and regulations. The OWNER and any occupant or tenant thereof and any guest or invitee of the OWNER of each UNIT shall comply with each and all of the rules and regulations prescribed by the ASSOCIATION.

(f) Utilities. Each OWNER shall pay for his own electricity, cable and telephone costs which are separately metered and billed to each UNIT by the utility company furnishing such service but all other utilities shall be paid by and billed to the ASSOCIATION. Utility expenses, other than above, shall be part of the common expenses, and each OWNER shall pay his pro-rata share thereof as in the case of other common expenses as a part of the assessments to be levied as herein specified. Any such utility may be separately metered, as and if



determined by the ASSOCIATION and in such event the ASSOCIATION may have any such utility cost billed and paid by such UNIT OWNER separately. Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues (such items being hereinafter collectively called the "connections") are located or installed within the PROJECT, which connections, or any portion thereof, lie in or upon more than one UNIT, DECLARANT reserves for the use and benefit of the ASSOCIATION the right and an easement to the full extent reasonably necessary therefor, to enter upon the UNITS or to have the utility companies enter upon the UNITS in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when reasonably necessary; provided, however, the exercise of such easement rights shall be in a manner reasonably circumscribed to cause as minimal interference with the continued use and occupancy of the UNITS so affected by the OWNERS thereof, while still adequately serving the purposes for which they are granted. Whenever connections are located or installed within the PROJECT, which connections serve more than one UNIT, the OWNER of each UNIT served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his UNIT.

(g) Easement for utilities and maintenance. Easements over and under the PROPERTY for the installation, repair, and maintenance of sanitary sewer, water, electric, gas and telephone lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as are shown on the MAP, and as may be hereafter required to serve the PROPERTY and the PROJECT, are hereby reserved for the use and benefit of the ASSOCIATION and any public, municipal, private, or quasi-public utility company, together with the right to grant and transfer the same. The ASSOCIATION shall have the right to enter any UNIT at all reasonable hours with prior notification to the OWNER and with permission of the OWNER of such UNIT, but if an emergency exists requiring immediate action, as determined by the ASSOCIATION, at any time, without notice, to inspect, to make alterations, replacements, repairs and restorations and to carry out any work or activities in connection with the UNIT or the PROJECT as permitted and/or required under this DECLARATION.

(h) ASSOCIATION'S duties. The ASSOCIATION shall maintain all utility installations located in the COMMON AREAS except for those installations maintained by utility companies, public, private, quasi-public, or municipal. The ASSOCIATION shall pay all charges for utilities supplied to the PROJECT except those metered or sub-metered and charged separately to the UNITS.

(i) No commercial use. No UNIT shall be occupied and used for a trade or business. No more than four (4) individuals may use or occupy a three (3) bedroom UNIT; no more than three (3) individuals may use or occupy a two (2) bedroom UNIT; and no more than two (2) individuals may use or occupy a

one (1) bedroom UNIT; provided, however, that in determining the number of bedrooms in a UNIT, a den shall be counted as a bedroom.

(j) Vehicle restrictions. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the PROJECT, other than temporarily (for purpose of loading and unloading of passengers or personal property), unless in an area specifically designated for such purpose by the board. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the board of directors of the ASSOCIATION. No noisy or smoky vehicles shall be maintained or operated upon the PROJECT, except as may be reasonably necessary to the execution of the rights or duties of the ASSOCIATION under this DECLARATION.

(k) Signs. OWNERS are prohibited from placing "for sale", "for rent" or any other signs in or around the COMMON AREA or displaying signs to the public view on or in any UNIT or on any portion of the PROJECT.

(l) Animals. No pets, animals or birds of any kind shall be raised, bred, or kept in any UNIT, or any portion of the PROJECT except as permitted by the ASSOCIATION in the rules and regulations adopted by the board of directors of the ASSOCIATION and published from time to time.

(m) Radio and television antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted, and no OWNER shall be permitted to construct, use, or operate his own external radio, television antenna, or other electronic antenna without the prior written consent of the board. No citizens band transmitter or other transmission device shall be permitted on the PROJECT without the prior written consent of the board of directors of the ASSOCIATION.

(n) Right to lease. The UNITS may be leased subject to this DECLARATION and the restrictions and limitations set forth in this DECLARATION and the bylaws of the ASSOCIATION.

(o) Power equipment and car maintenance. No power equipment, work shops, or car maintenance of any nature whatsoever shall be permitted on the PROJECT except with prior written approval of the board of directors of the ASSOCIATION. In deciding whether to grant approval, the effects of noise, air pollution, dirt or grease, fire hazard, interference with radio or television reception, and similar objections shall be considered.



(p) No warranty of enforceability. Any OWNER acquiring a UNIT in the PROJECT in reliance on one or more of the restrictive covenants, terms or provisions of this Declaration shall assume all risks of the validity and enforceability thereof.

13. Alterations and improvements. No building, fence, wall, obstruction, balcony, screen, awning, cover, improvement or structure of any kind shall be commenced, erected, painted or maintained upon the PROJECT or any UNIT, nor shall any alteration or improvement of any kind be made thereto or to any UNIT (excluding repainting and redecorating of the interior of a UNIT by an OWNER) until the same has been approved in writing by the board of the ASSOCIATION. All alterations, additions, changes and improvements including fixtures, which are constructed, installed, or placed in or upon any UNIT by anyone, including any OWNER or such OWNER'S agents, servants and employees, shall be and become a part of the UNIT and shall remain upon and in the UNIT.

14. Enforcement. The ASSOCIATION, any OWNER and any government or quasi-governmental agency or municipality having jurisdiction over the PROJECT shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by this DECLARATION, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court; provided, however, that an individual OWNER shall have no right to enforce the collections of any assessment or charge levied against any other OWNER. Failure by any such person to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

15. Invalidity of any provision. Should any provision of this DECLARATION be declared invalid or in conflict with any law of the jurisdiction where the PROJECT is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

16. Encroachment and protrusion easements. Each UNIT within the PROJECT is hereby declared to have an easement over all adjoining UNITS and the COMMON AREAS for the purpose of accommodating any encroachment and/or protrusion due to engineering errors, errors in original construction, settlement or shifting of the BUILDING, or any other cause. There shall be valid easements for the maintenance of said encroachments and/or protrusions as long as they shall exist, and the rights and obligations of OWNERS shall not be altered in any way by said encroachment, protrusion, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment or protrusion be created in favor of an OWNER or OWNERS if said encroachment or protrusion occurred due to the willful misconduct of said OWNER or OWNERS. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the OWNERS of each UNIT agree that minor encroachments and/or protrusions over adjoining UNITS or COMMON AREAS shall be permitted and that there shall be a valid easement for the maintenance of said encroachments and/or protrusions so long as they shall exist. Such encroachments or

protrusions shall not be considered to be encumbrances either on the COMMON AREAS or on a UNIT for purposes of marketability of title or otherwise.

17. Termination of mechanic's lien rights and indemnification. No labor performed or materials furnished and incorporated in a UNIT with the consent or at the request of an OWNER or his agent, contractor or subcontractor shall be the basis for the filing of a lien against either the COMMON AREAS or the UNIT of any other OWNER not expressly consenting to or requesting the same. Each OWNER shall indemnify and hold harmless each of the other OWNERS from and against any and all liability arising from any such claims or liens against the UNITS or any other OWNERS or against the COMMON AREAS for construction performed or for labor, materials, services or other products incorporated in the indemnifying OWNER'S UNIT at such indemnifying OWNER'S requests.

18. Revocation or amendment to DECLARATION. This DECLARATION shall not be revoked unless all of the OWNERS unanimously consent and agree to such revocation by instrument(s) duly recorded in Kerr County, Texas. This DECLARATION shall not be amended unless the OWNERS representing aggregate COMMON INTERESTS of at least sixty-seven percent (67%) consent and agree to such amendment by instrument(s) duly recorded; provided, however, that the COMMON INTERESTS, as the percentage of the undivided interest in the COMMON AREAS appurtenant to each UNIT, as expressed in this DECLARATION, shall have a permanent character and shall not be altered except as herein permitted and provided, without the consent of all of the UNIT OWNERS expressed in an amended DECLARATION duly recorded; and provided further that revocation of this DECLARATION shall always require the consent of all of the OWNERS. An amendment of this DECLARATION may not alter or destroy a UNIT without the consent of the OWNERS affected and the OWNERS' first lien mortgagees.

19. ASSOCIATION to maintain and repair. The ASSOCIATION shall make when needed, in its opinion, any alterations, repairs, replacements, or restorations as to the roof and exterior of the UNIT and equipment located outside of the UNIT. Each OWNER shall notify the ASSOCIATION of the need of any such alterations, repairs, replacements, or restorations. OWNER shall not, without the prior written consent of the ASSOCIATION make any such alterations, repairs, replacements, or restorations. When any such repairs, replacements or restorations so made have been rendered necessary by reason of reasonable and normal wear or the elements, not contributed to by the negligence or misconduct of OWNER, the expense thereof shall be borne by the ASSOCIATION. Otherwise, such expense shall be borne by THE OWNERS and the interior and equipment inside of a UNIT shall be maintained by the OWNER thereof and the ASSOCIATION shall have no obligations therefor. All alterations, additions, change and improvements including fixtures, which are constructed, installed, or placed in or upon the UNIT by OWNER or by OWNER'S agents, servants or employees, shall be and become and shall remain upon and be a part of the UNIT.

20. ASSOCIATION liability insurance. The ASSOCIATION shall obtain and continue in effect comprehensive public liability insurance insuring the ASSOCIATION and the agents and employees of the Association and the OWNERS and the respective family members, guests and invitees of the OWNERS against any liability incident to the ownership or use of the COMMON AREAS, commercial spaces, if any, and public ways and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a "severability of interest" endorsement precluding the insurer from denying coverage to one OWNER because of the negligence of other OWNERS, or the ASSOCIATION. The scope of the coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use of the PROJECT. In addition to the master policies which the ASSOCIATION shall carry, the ASSOCIATION shall have the power to require each OWNER, at his sole cost and expense, to carry personal liability insurance covering damage to property or injury to the person of others within the PROJECT resulting from negligence of the OWNER or his agents, tenants, guests or invitees, in an amount up to and including \$100,000.00 for each occurrence. All property and liability insurance carried by the ASSOCIATION or the OWNER shall contain provisions whereby the insurer waives rights of subrogation as to the ASSOCIATION, their agents, officers and directors, and any OWNERS, their guests, invitees, agents and employees. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the UNITS are located.

21. Master hazard insurance. Additionally, the ASSOCIATION shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the PROJECT, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use to the PROJECT on a replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based upon replacement cost) of all improvements on the PROJECT. If there is a steam boiler in operation in connection with any UNIT, there must be in force boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing minimum coverage in an amount not less than Fifty Thousand Dollars (\$50,000.00) per accident per location. The master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements on the PROJECT in the event of destruction and a decision not to rebuild pursuant to this DECLARATION. Such policies shall be in form and amount as may be determined by the board of directors of the ASSOCIATION and shall name as insured the ASSOCIATION, the OWNERS and all mortgagees as their respective interests may appear, and shall provide that any proceeds be paid to the ASSOCIATION for their use and benefit as their interests may appear. Such policy shall not be required to insure

the personal property of OWNERS which shall be and remain the responsibility of OWNERS.

22. Reconstruction or repair of PROJECT. In the event of fire, casualty or other disaster involving substantial damage to the PROJECT, within ten (10) days of receipt of determination of the amount of insurance proceeds available to the ASSOCIATION, the ASSOCIATION shall cause notice to be given of a special meeting of OWNERS to be held not less than twenty (20) nor more than thirty (30) days from the giving of such notice of determination. Such notice shall specify the amount of insurance proceeds available, the estimated cost of restoration and any other data deemed pertinent to the determination called for.

If less than two-thirds (2/3) of the PROJECT is destroyed or substantially damaged by fire or any other disaster, then the PROJECT shall be rebuilt or repaired, unless the members of the ASSOCIATION by unanimous vote or written consent, or by prior written approval, elect not to repair such damage. If two-thirds (2/3) or more of the PROJECT, is destroyed or substantially damaged by fire or an other disaster, and if the OWNERS, by unanimous vote or written consent, do not voluntarily, within 180 days after determination of the amount of the ASSOCIATION'S insurance proceeds resulting from such destruction or damage, make provision for reconstruction, the condominium regime shall be deemed to have been waived, and the ASSOCIATION shall take all action required under the Act to regroup and merge the filial estate with the principal property, whereupon:

(a) The PROJECT shall be deemed to be owned in common by the OWNERS;

(b) The undivided interest in the PROJECT owned in common which shall appertain to each OWNER shall be the COMMON INTERESTS of such OWNER;

(c) Any liens on each UNIT and that certain portion of the COMMON AREAS appurtenant thereto shall be deemed to be transferred in accordance with their existing priorities to the undivided interest of the OWNER of the affected UNIT; and

(d) The PROJECT shall be subject to an action for partition at the suit of any OWNER, in which event the net proceeds of sale, together with the net proceeds of the insurance on the PROJECT, if any, shall be considered as one fund and shall be divided among all the OWNERS and their mortgagees as their interests shall appear in a percentage equal to the COMMON INTEREST previously owned by each OWNER.

Notwithstanding the foregoing provisions hereof, in the event of destruction or substantial damage to two-thirds (2/3) or more of the PROJECT, the OWNERS may, by an affirmative vote of the OWNERS owning at least three-fourths (3/4) of the undivided

interest in the COMMON AREAS, at a meeting of the OWNERS duly called for such purpose, elect to sell or otherwise dispose of the PROJECT. Such action shall be binding upon all OWNERS, and it shall thereupon become the duty of every OWNER to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale.

23. Insurance proceeds. In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the PROJECT, shall be applied to such reconstruction. Reconstruction of the PROJECT means restoring the PROJECT to substantially the same condition in which it existed immediately prior to the fire, casualty or other disaster, with each UNIT and the COMMON AREAS having substantially the same vertical and horizontal boundaries as before. Such reconstruction shall be caused to be accomplished by the ASSOCIATION or its duly authorized agents. If the insurance proceeds are insufficient to reconstruct the PROJECT, damage to or destruction thereof shall promptly be repaired and restored by the ASSOCIATION, or its duly authorized agents, using proceeds of insurance, if any, on the PROJECT for that purpose, and the OWNERS shall be liable for the special assessment or assessments for any deficiency as hereinafter provided.

24. Application of insurance proceeds. As soon as possible after the occurrence of a casualty which causes damage to any part of the PROJECT for which the ASSOCIATION has insurance coverage (hereinafter referred to as the "CASUALTY"), the ASSOCIATION shall obtain reliable and detailed cost estimates of the following:

(a) The cost of restoring all damage caused by the CASUALTY to the COMMON AREAS (hereinafter referred to as the "COMMON AREAS COSTS"); and

(b) The cost of restoring that part of the damage caused by the CASUALTY to each UNIT which is or would be covered by insurance held by the ASSOCIATION without regard to the policy limits of such insurance (hereinafter referred to as the "UNIT COSTS"). All insurance proceeds available to the ASSOCIATION with respect to the CASUALTY shall first be applied to the payment of the actual COMMON AREAS COSTS and the balance thereof, if any, shall thereafter be applied to the payment of the actual UNIT COSTS. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special assessment or assessments shall be made against the OWNERS by the ASSOCIATION in the following manner: (i) all OWNERS shall be assessed on the basis of their percentage interest in the COMMON AREAS for the payment of the estimated COMMON AREAS COSTS not otherwise paid for by insurance held by the ASSOCIATION; and (ii) each OWNER of a damaged UNIT shall be assessed an amount equal to the difference between the actual portion of estimated UNIT COSTS attributable to his UNIT less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the ASSOCIATION with respect to the CASUALTY by a fraction, the numerator of



which is the actual portion of the estimated UNIT COSTS attributable to his UNIT and the denominator of which is the total of all of the estimated UNIT COSTS.

25. Casualty Repair of UNIT and Negligence. The ASSOCIATION shall be responsible for the reconstruction, repair, and replacement of the UNIT in the event of casualty damage covered by insurance, including but not limited to any floor coverings, wall coverings, window shades, light fixtures or other improvements, and all appliances located therein irrespective of whether or not such appliances are "built-in" to the UNIT but excluding such OWNER'S property in the UNIT. Each OWNER shall be responsible for the costs of the replacement of the furniture, furnishings, and contents of such UNIT which are owned by such OWNER of any reconstruction, repair or replacement of any portion of the PROJECT necessitated by casualty loss or damage and each OWNER shall be responsible for repair costs due to such OWNER'S negligence or misuse or the negligence or misuse by such OWNER'S family, guests, invitees, agents, servants, employees, or contractors. All alterations, additions, changes and improvements including fixtures, which are constructed, installed, or placed in or upon the UNIT by OWNER or OWNER'S agents, servants or employees, shall be and become part of the UNIT, and shall remain upon and in the UNIT.

26. Term of DECLARATION. The covenants, conditions and restrictions of this DECLARATION shall run with and bind the PROPERTY and the PROJECT, and shall inure to the benefit of and shall be enforceable by the OWNERS and/or the ASSOCIATION and their respective legal representatives, successors-in-interest and permitted assigns, for a term of thirty-five (35) years from the date this DECLARATION is recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten (10) years, unless an instrument, signed by all of the then OWNERS and all of the mortgagees, has been recorded agreeing to terminate and change said covenants, conditions and restrictions in whole or in part.

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., PROPERTY Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, this DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for this DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

28. OWNERS' compliance. Each OWNER, tenant or occupant of a UNIT and their guests and invitees shall comply with the provisions of this DECLARATION and the other PROJECT documents and all lawful decisions and resolutions of the ASSOCIATION or its duly authorized representatives, and failure to comply with any such provisions, decisions or resolutions shall be grounds for an action by the ASSOCIATION to recover sums due for damages (including costs and reasonable

attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the ASSOCIATION in accordance with this DECLARATION shall be deemed to be binding on all OWNERS, their successors and assigns.

The undersigned have executed this Amended and Restated DECLARATION effective as of the 26th day of April, 2001.

HIGHLANDER OWNERS' ASSOCIATION

By: Lois R. Evans  
President

FILED FOR RECORD  
at 2:32 o'clock P.M.

ACKNOWLEDGMENT

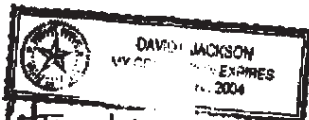
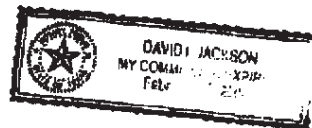
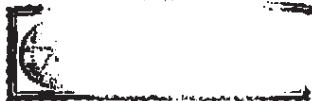
JUL 09 2001

STATE OF TEXAS §  
COUNTY OF KERR §

JANNETT PIEPER  
Clerk County Court, Kerr County, Texas  
Deputy

This instrument was acknowledged before me on June 19, 2001  
2001, by Lois R. Evans  
President, HIGHLANDER OWNERS' ASSOCIATION.

Notary Public, State of Texas



Filed by letter to:  
Wallace, Jackson et al  
820 Main St. #100  
Kerrville, TX 78028



NORATCO, INC.

By: \_\_\_\_\_

*Paseo*  
Vice President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §

COUNTY OF KERR       §

This instrument was acknowledged before me on March 2  
2001, by PATRICK PASEO  
Vice President, NORATCO, INC.

*[Signature]*  
Notary Public, State of Texas



EXHIBIT "A"

- I. Legal description of land is that certain land described in and made the subject of that certain plat of The Highlander Phase 1A according to the plat thereof recorded in Volume 5, Page 32, Plat Records, Kerr County, Texas.
- II. Legal description of Units and map of or plan of Units is set forth on subsequent pages of this Exhibit "A", and the reference points therein are the same as shown on the plat referenced in I above.
- III. Legal description of open space/recreation area, which is part of the Common Areas is described on subsequent pages of this Exhibit "A".

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND  
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC  
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF  
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF  
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY, ETC.

Provisions herein which restrict the sale, rental or use of the described property because of color or size 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 10 2001



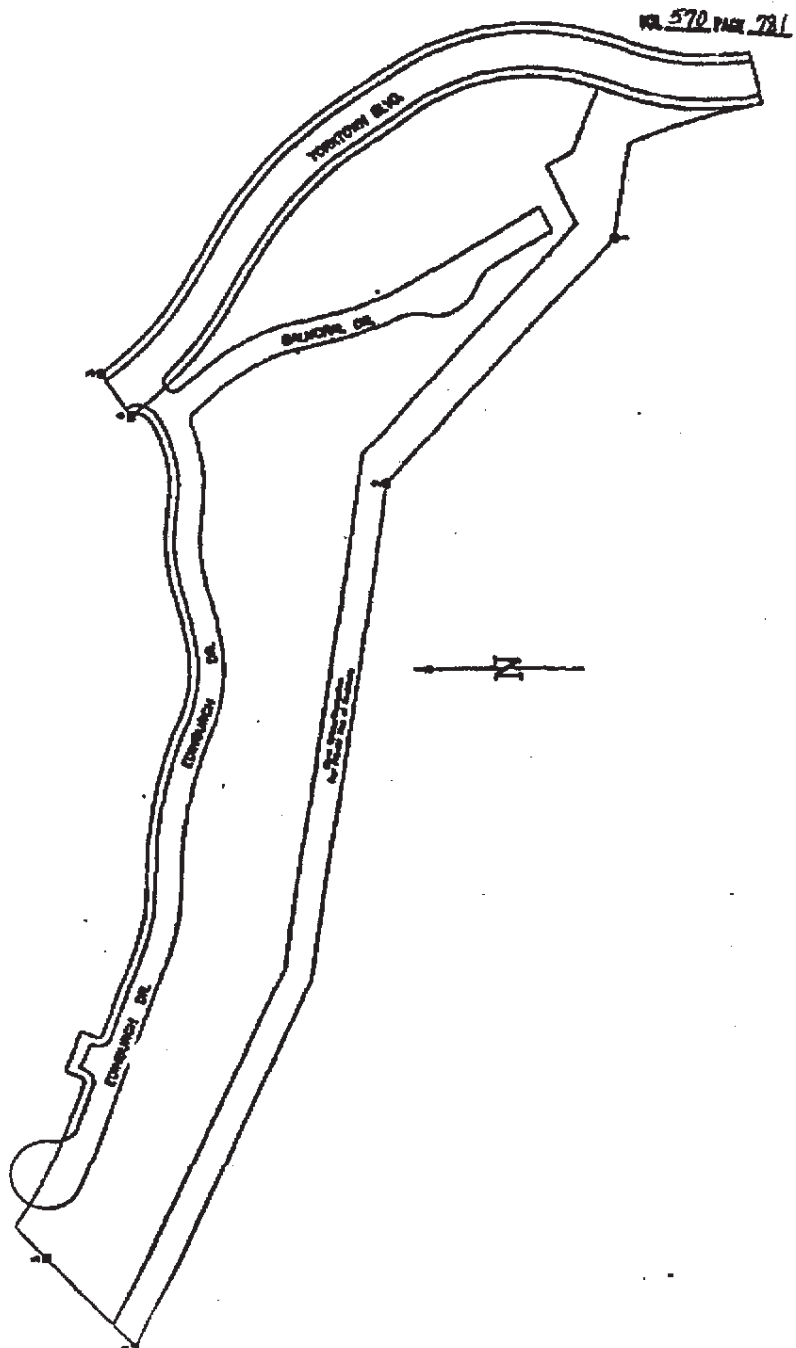
*Janet Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property  
VOL. 1132 PG. 540  
RECORDING DATE

JUL 10 2001



*Janet Pieper*  
COUNTY CLERK, KERR COUNTY, TEXAS



## FIELD NOTES

BEGINNING at a concrete monument for the west corner of the herein described tract, same being the west corner of The HIGHLANDER, Phase I, and filed in the Plat Records of Kerr County, Texas in Volume 6, Page 32;

THENCE N 48-31-00 E, 37.50 feet to a point for the north corner of this tract.

THENCE S 63-20-06 E, 470.65 feet to a point;

THENCE S 80-00-00 E, 617.21 feet to a point;

THENCE S 46-19-00 E, 376.16 feet to a point;

THENCE N 62-18-41 E, 70.31 feet to a point;

THENCE S 28-59-11 E, 34.62 feet to a point;

THENCE S 66-00-07 E, 78.20 feet to a point in a curve to the right for the west right-of-way line of Yorktown Blvd.;

THENCE along the west right-of-way line and curve to the right with the following parameters: Delta = 3-07-52 Tangent = 7.38  
Radius = 270.00 Bearing = S 18-31-04 W  
Arc = 14.76 Chord = 14.75

to the point of reverse curvature and the beginning of a curve to the left;

THENCE along the west right-of-way line and curve to the left with the following parameters: Delta = 31-00-00 Tangent = 91.52  
Radius = 330.00 Bearing = S 4-35-00 W  
Arc = 178.55 Chord = 176.38

to an iron pin for the south corner of this tract and the south corner of The HIGHLANDER, Phase I, same also being the northwest corner of a subdivision named YORKTOWN, Phase I;

THENCE departing the right-of-way along a non-tangent curve to the left with the following parameters: Delta = 9-41-27 Tangent = 81.13  
Radius = 957.01 Bearing = N 15-45-44 W  
Arc = 161.87 Chord = 161.67

to an iron pin;

THENCE N 79-05-12 N, 106.29 feet to a concrete monument;

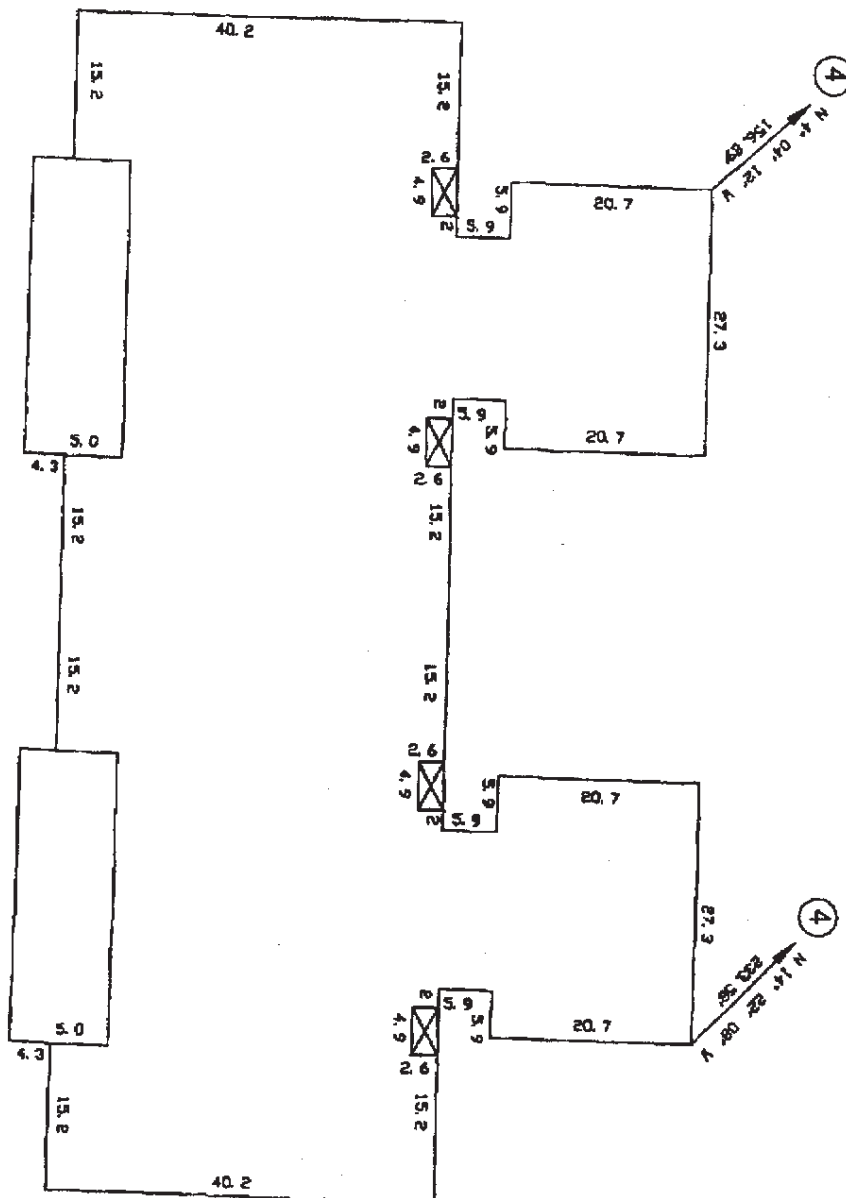
THENCE N 45-19-00 W, 400.00 feet to a concrete monument;

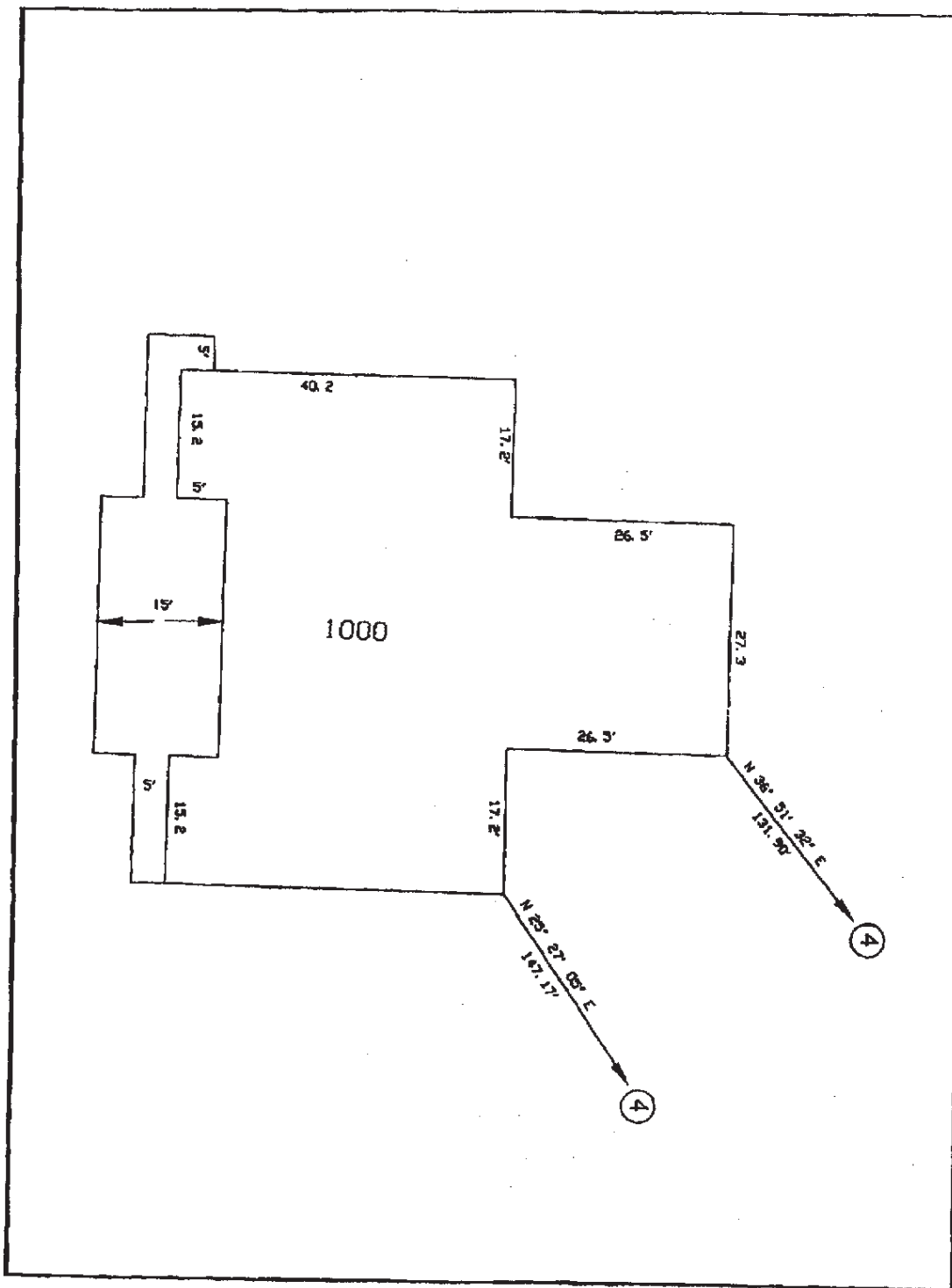
THENCE N 80-00-00 W, 600.00 feet to a point;

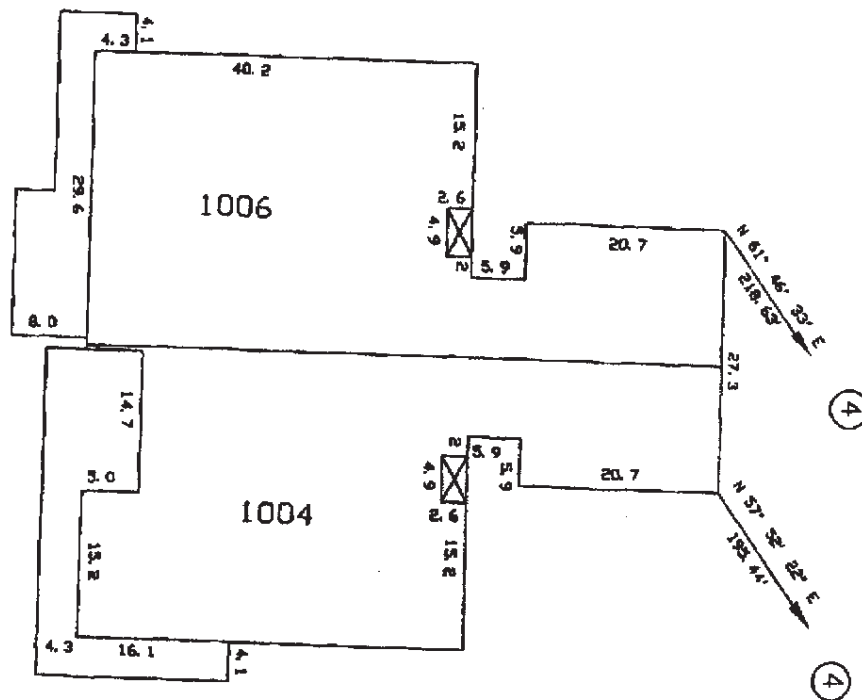
THENCE N 63-20-06 W, 483.73 feet to the PLACE OF BEGINNING and containing 1.50 acres of land.

Units 2 000 2002 2 004 2 006

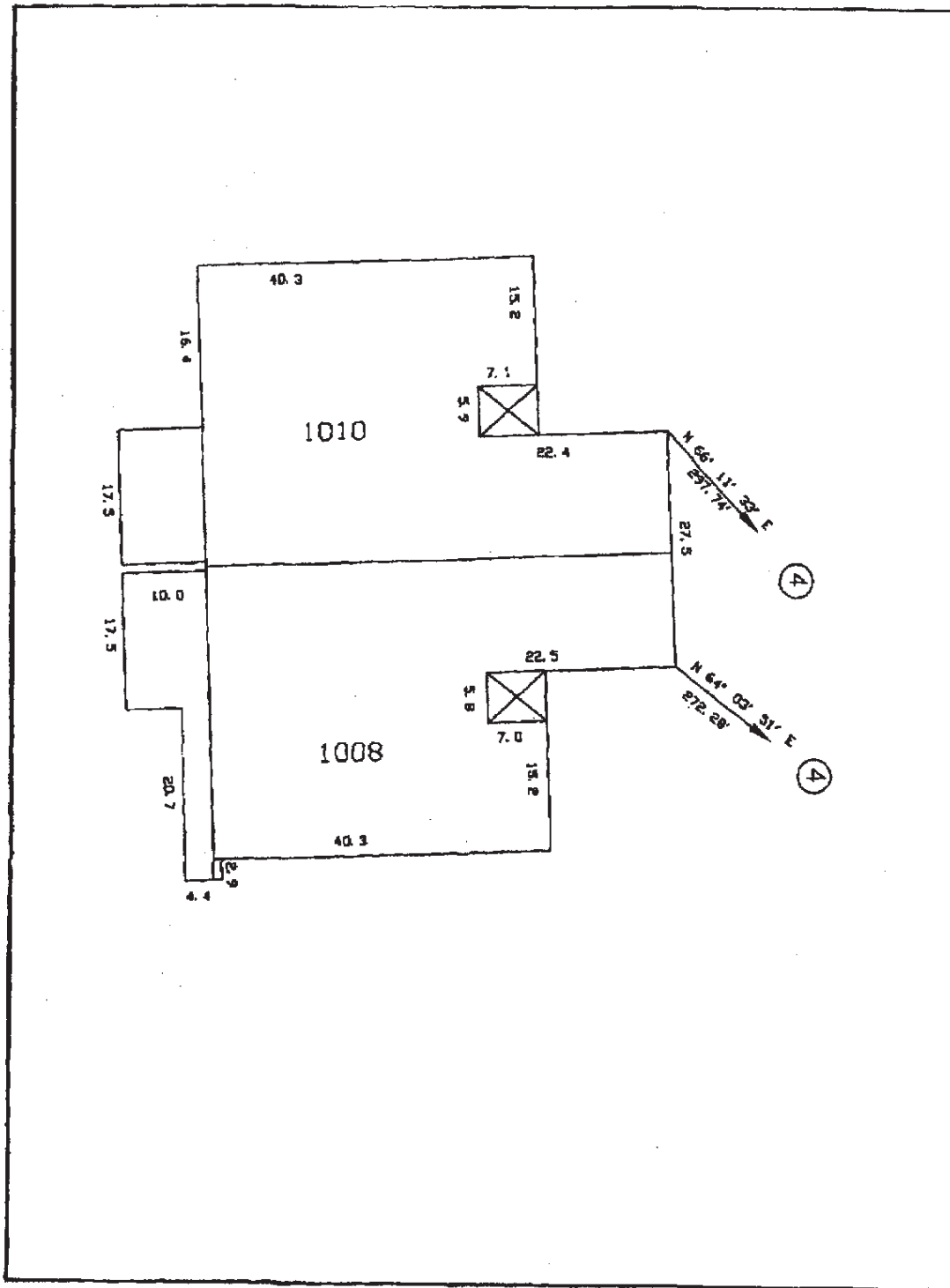
Common Areas Clubhouse with Dining Room and Guest Quarters

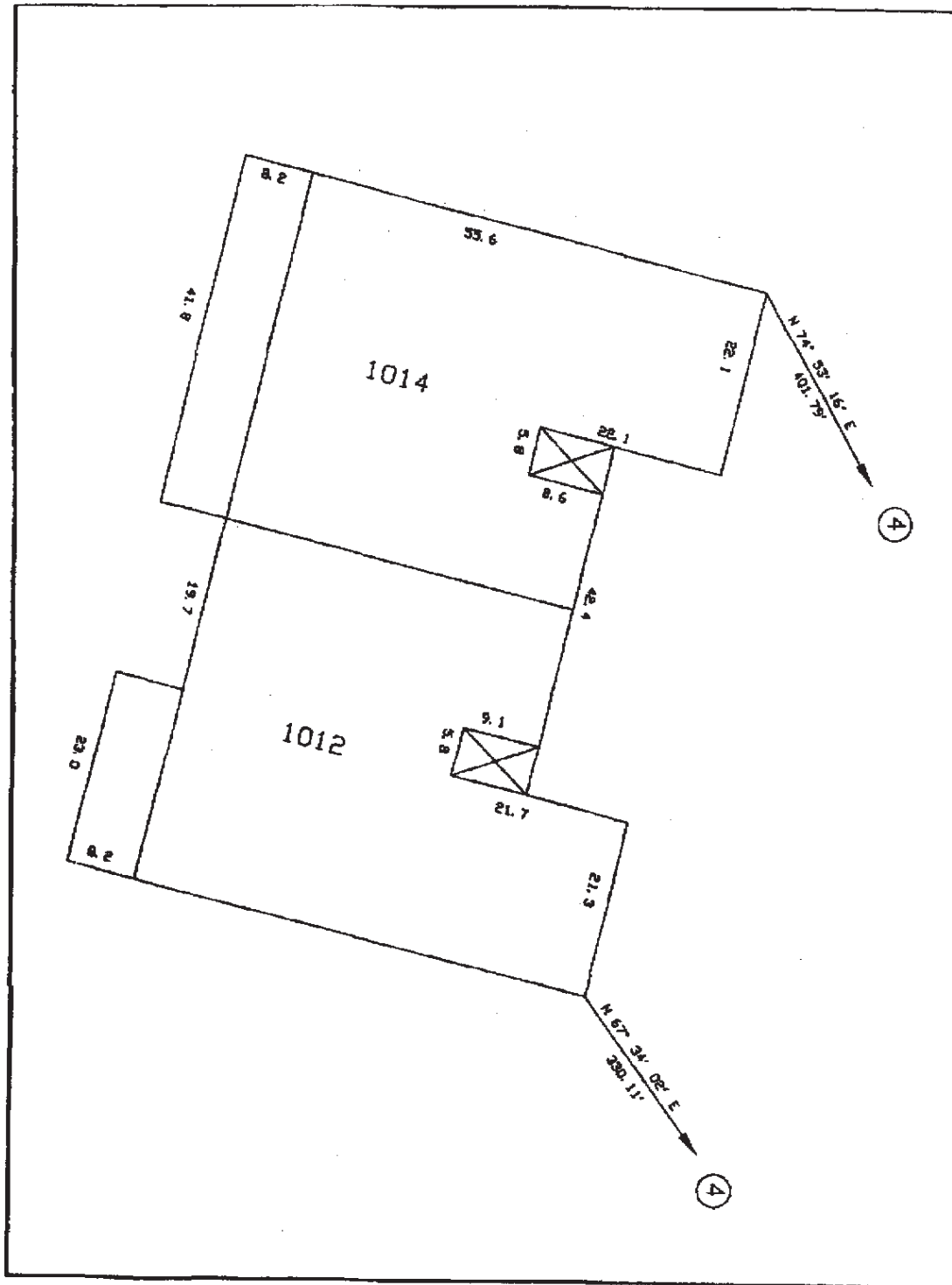


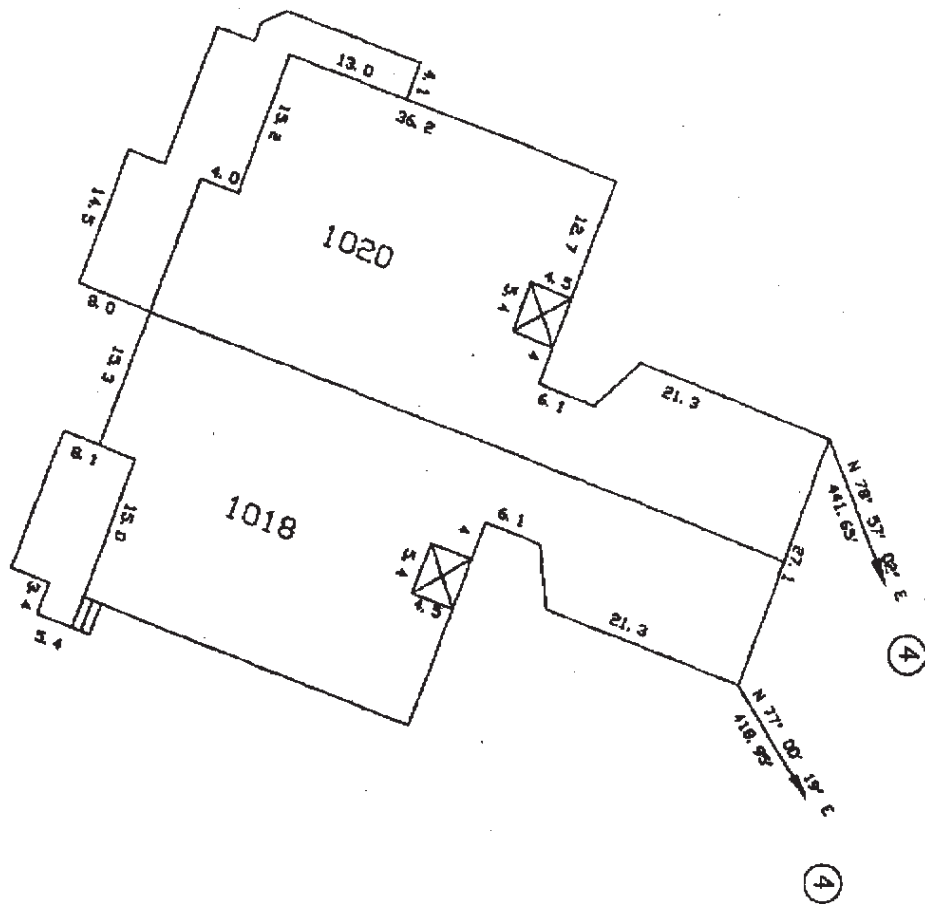




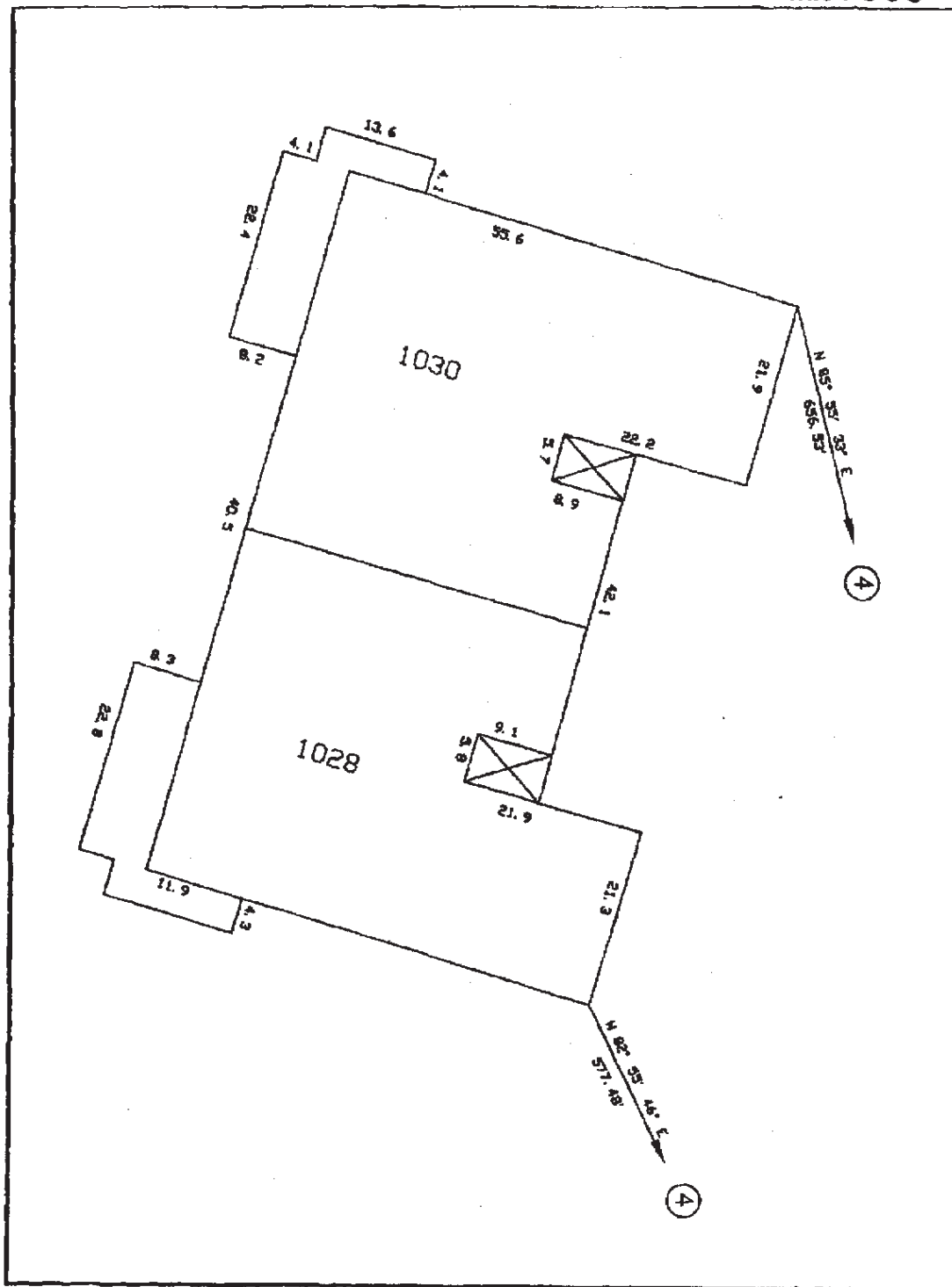


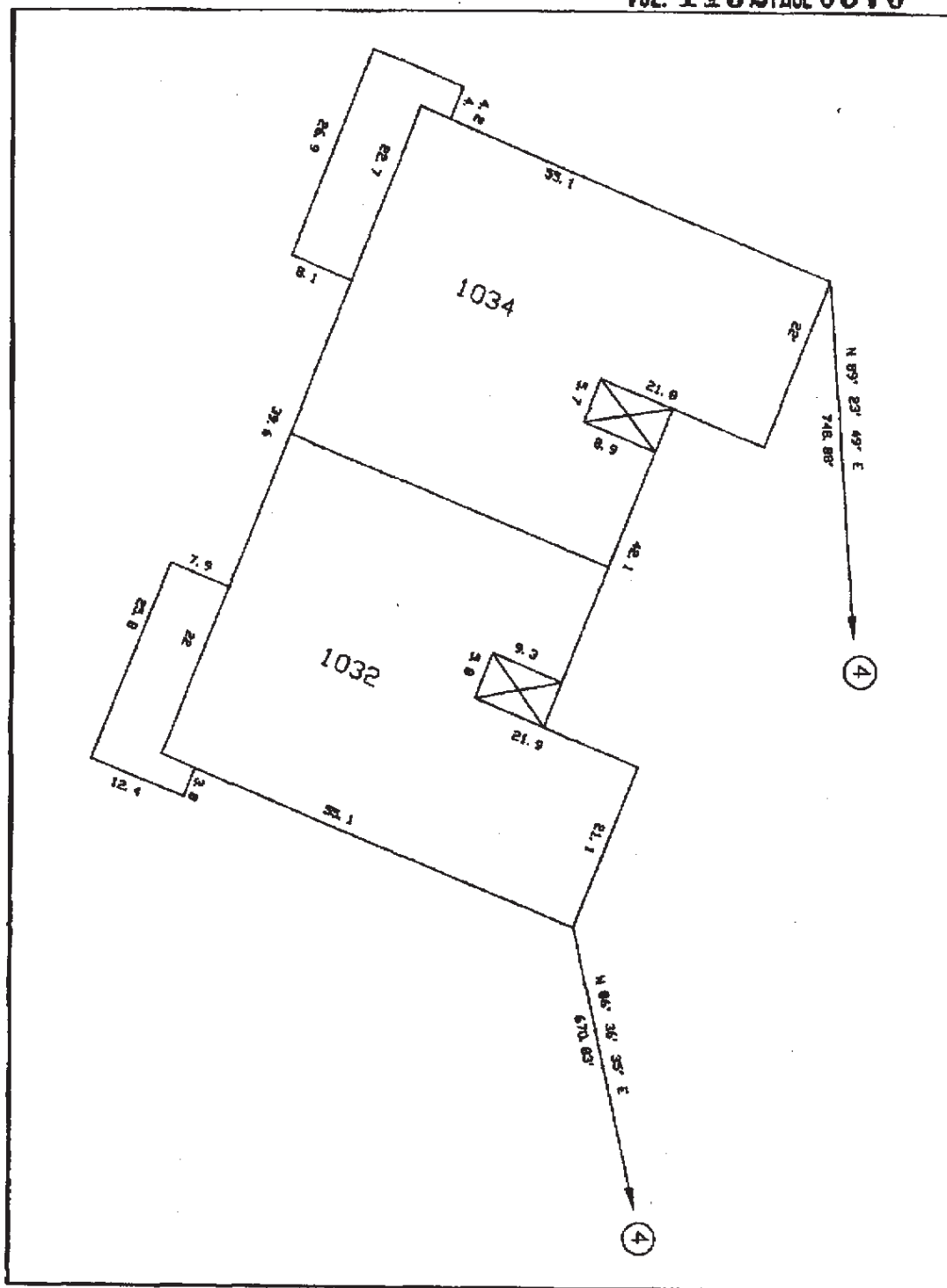


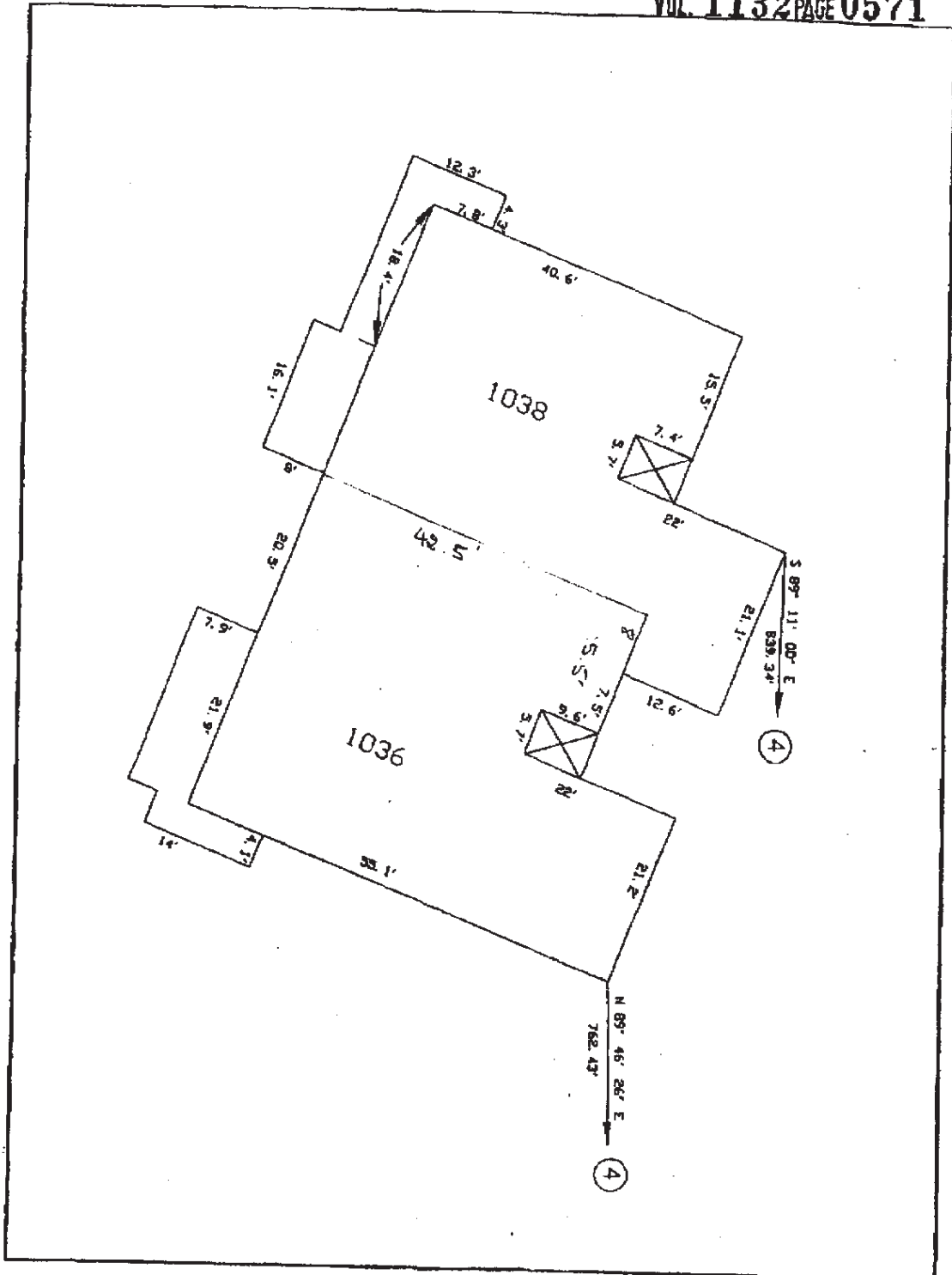




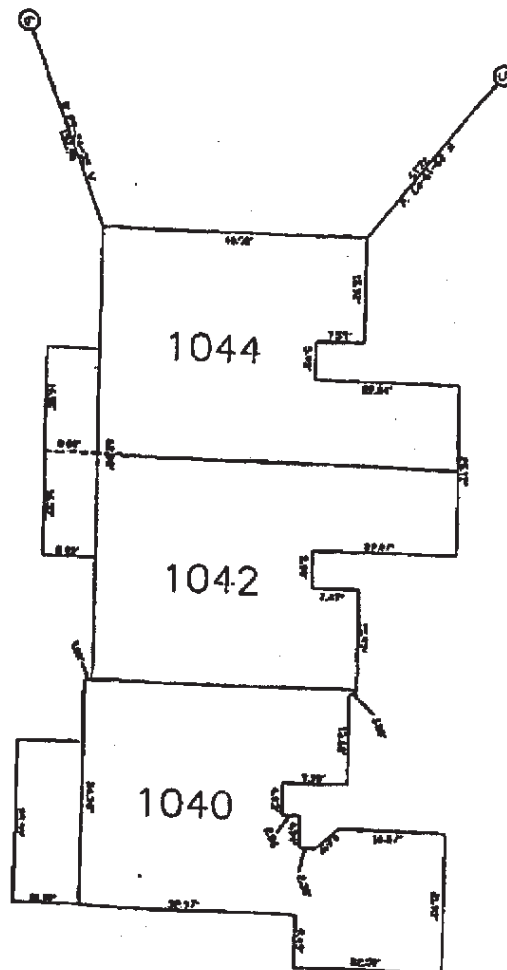


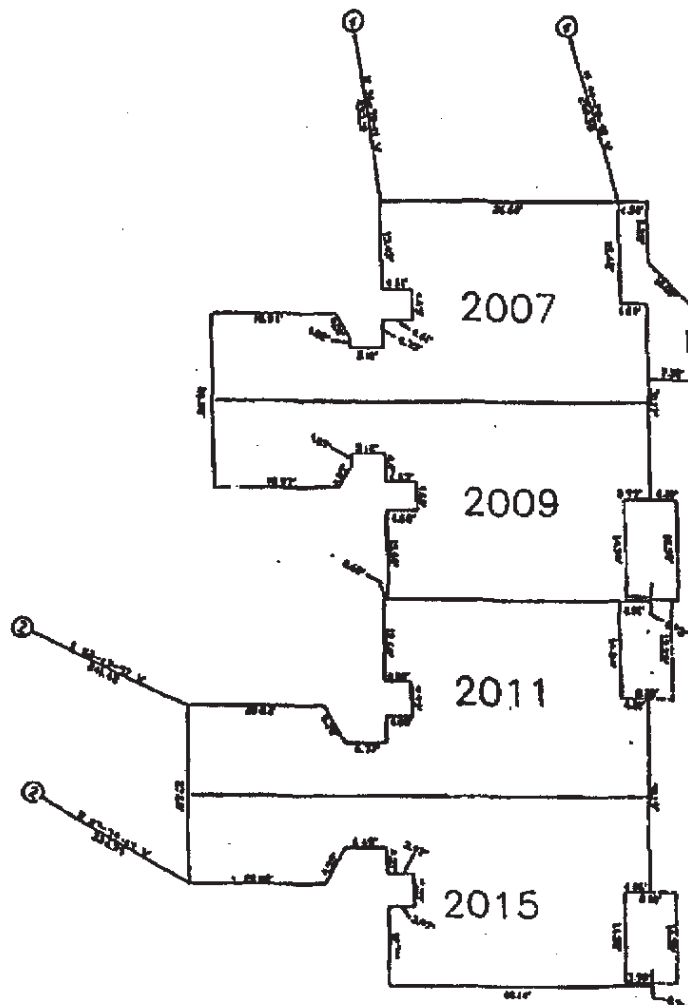


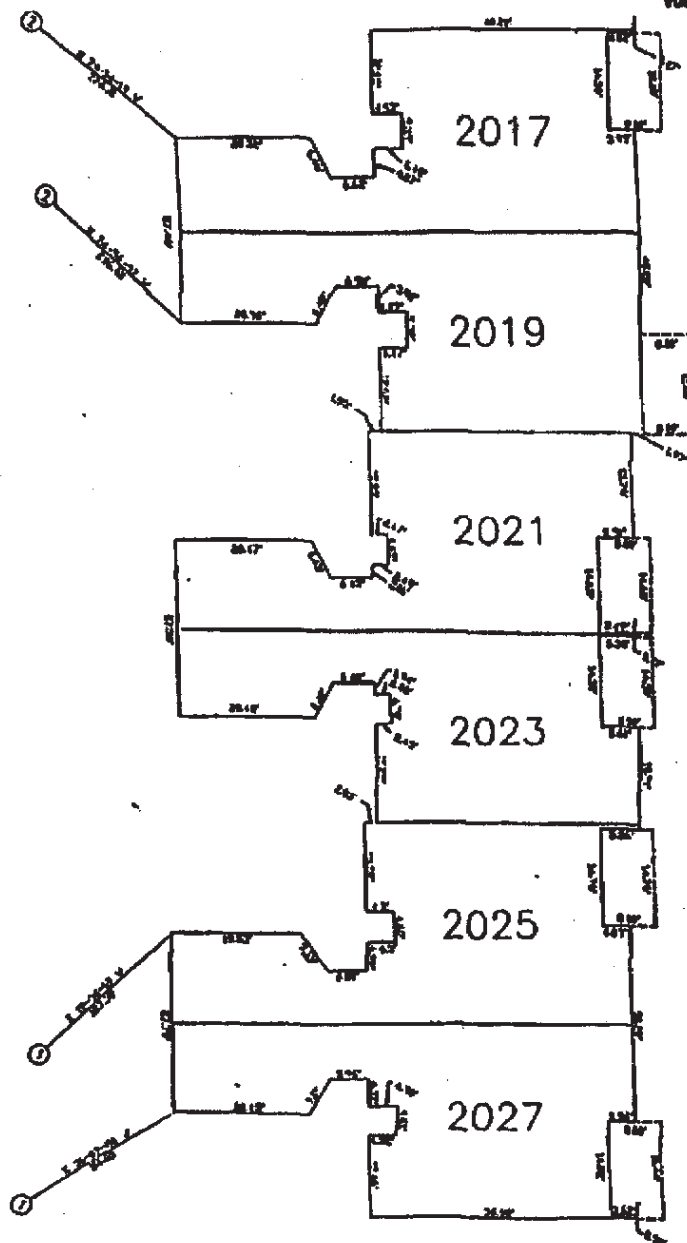












**EXHIBIT "B"****PERCENTAGE OWNERSHIP  
and  
COMMON INTEREST****THE HIGHLANDER PHASE 1A**

<b><u>Addresses of Units</u></b>	<b><u>Percentage Ownership and Common Interest</u></b>
Edinburgh Drive:	
1000 Undeveloped Unit	3.61%
1004	3.21%
1006	3.21%
1008	3.21%
1010	3.21%
1012	3.54%
1014	3.54%
1018	3.21%
1020	3.21%
1022	3.54%
1024	3.54%
1028	3.54%
1030	3.54%
1032	3.54%
1034	3.54%
1036	3.54%
1038	3.21%

1040	3.54%
1042	3.21%
1044	3.21%
Balmoral Drive:	
2007	3.21%
2009	3.21%
2011	3.21%
2015	3.21%
2017	3.21%
2019	3.21%
2021	3.21%
2023	3.21%
2025	3.21%
2027	3.21%
TOTALS	<u>100.00%</u>

## 2000 Balmoral Drive:

Units 2000, 2002, 2004 2006 are Common Areas, Clubhouse with Dining Room and Guest Quarters, subject to the terms, provisions and rights which are set forth in documents of record and which pertain to such Units

October 27, 2012

12 - 6842

**AMENDMENT AND CONSENT TO AMEND THE CONDOMINIUM DECLARATION  
AND MASTER DEED FOR THE HIGHLANDER**

This amendment and consent is made and entered into by the undersigned, who are owners of units in the Highlander, amendment applying to the Condominium Declaration and Master Deed recorded in Volume 1132, Page 0540, et seq., Real Property Records, Kerr County, Texas.

**#27. Condominium Act.** This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, U.T.C.A., PROPERTY Code, Section 82.001, et seq., herein called the "ACT." To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The Owners of Units in the Highlander Condominium Subdivision hereby authorize the change to the Condominium Declaration and Master Deed recorded in Volume 1132, Page 0540, et seq., to adopt the Uniform Condominium Act, Chapter 82, et seq., and all reference, in said Condominium Declaration and Master Deed, to the "ACT" shall be the Uniform Condominium Act, Chapter 82, et seq.

This undersigned have executed this Amendment to the Amended and Restated Declaration, Volume 1132, Page 0540, et seq., Real Property Records, Kerr County, Texas, effective as of the 29<sup>th</sup> day of October, 2012.

Highlanders Owners' Association

Joyce M. Berthelsen

Highlander Owners' Association-President

10-29-12  
Date

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledge before me on October 29, 2012, by Joyce M. Berthelsen, President, HIGHLANDER OWNER'S ASSOCIATION.



*Geraldine Rodriguez*  
Notary Public, State of Texas

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10/18/2012

UNIT # 1042 Edingburgh

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Jack D. Linder

Signature

1042 EDINGBURGH DR

Address



**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE Oct. 27, 2012

UNIT # 1040 Edinburgh

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Alan R. Macey  
Signature

1040 Edinburgh Dr. Carrollton, TX 76028  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-2012

UNIT # 1038

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Lorrie Innes  
Signature

1038 Edinburgh  
Address Herrville, TX.

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10-27-12

UNIT # 1034

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Albert D. Spaulding  
Signature

1034 Edinburgh Dr  
Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10/27/12 UNIT # 1032

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Melinda Wason  
Signature

1032 Edinburgh Dr.  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10-27-12

UNIT # 1030 EDINBURGH DR

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Judlyn Bothmer 1030 Edinburgh Dr.  
Signature Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10-18-12

UNIT # 1028

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Signature

Address

Michael J. Shaw Edinburg Dr

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

**DATE** 10-27-12

**UNIT #** 1020

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

**Do you approve?**

☒ **Yes**

☐ **No**

Matthew (Pete) Wright  
**Signature**

1020 Edinburgh  
**Address**

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10-18-12

UNIT # 1012

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

[Signature]  
Signature

1012 Edinburgh Dr.  
Address



**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE Oct 19 2012

UNIT # 1014

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Ellen Connolly  
Signature

1014 Edinburgh Drive  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10-23-12

UNIT # 1008

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

**Do you approve?**

☒ Yes

☐ No

*James B. Newell*  
Signature

1008 Edinburgh  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10-23-12

UNIT # 1006

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Christa Parson  
Signature

1006 Edinburg  
Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 -- #27. Condominium Act**

DATE 10/18/2012 UNIT # 2027

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.


The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

 2027 BALMORAL DR  
Signature Address

PAUL DOYLE

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-12 UNIT # 2023

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Mary J. Assester  
Signature

2023 Palmaral Dr.  
Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

**DATE** 10-27-12

**UNIT #** 2021 Balmoral

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

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**Do you approve?**

☒ **Yes**

☐ **No**

Laura Roth      2021 Balmoral St  
**Signature**                      **Address**

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10/22/2012 UNIT # 2019

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

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Do you approve?

☒ Yes

No

*Sandra E Slater*  
Sandra E Slater

2019 Balmoral Dr

Signature

Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 - #27. Condominium Act**

DATE 10-26

UNIT # 2017

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

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Do you approve?



Yes



No

Signature

2017  
Address

Balmirah



**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-12

UNIT # 2015 Palmdale

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

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Do you approve?

☒ Yes

☐ No

[Signature]  
Signature

2015 Palmdale, DEIR  
Address Kerrville, TX.

78028

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE

Jan 23, 2012

UNIT #

2011

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

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Do you approve?



Yes



No

Signature

[Signature]

Address

2011 Admiral Dr.

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 -- #27. Condominium Act**

DATE Oct. 27, 2012

UNIT # 2009

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

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**Do you approve?**

☒ Yes

☐ No

Leticia J. Davis  
Signature

2009 Belmoreal  
Address

Lara Hoffman      2007 Palmaral Kennel, TX 78028  
Signature      Address

FILED BY & RETURN TO:

THE HIGHLANDER'S OWNERS' ASSOCIATION  
2000 BALMORAL  
KERRVILLE, TX 78028

FILED AND RECORDED  
At 11:04 o'clock A.M.  
STATE OF TEXAS  
COUNTY OF KERR



OCT 29 2012

I hereby certify that this instrument was filed in the file numbered  
once on the date and time stamped herein by me and was duly  
recorded in the Official Public Records of Kerr County Texas.  
James H. Hays, Kerr County Clerk  
*James H. Hays* Deputy

**Amended and Restated  
Condominium Declaration and Master Deed  
For The Highlander**

This Amended and Restated Condominium Declaration and Master Deed (this "Declaration"), is made on the date hereinafter set forth by the undersigned with reference to the following facts:

- A. The Units and Common Interests for the Highlander have been created and established pursuant to the Declaration and Master Deed recorded in Volume 570, Page 757, et seq., Real Property Records, Kerr County, Texas as amended by Agreement and Amendment recorded in Volume 699, Page 53, Real Property Records, Kerr County, Texas, and as amended by Amended and Restated Condominium Declaration and Master Deed for The Highlander recorded in Volume 1132, Page 540, Real Property Records, Kerr County, Texas (collectively "Prior Declaration").
- B. The Property made the subject of and as defined in the Prior Declaration and this Declaration is collectively referred to as the "Highlander" or the "Project" herein, and in the By-laws, and other Rules and Regulations of the Highlander Owners Association. The Project includes all property included in or described in this Declaration along with all current and future improvements, the facilities, and appurtenances thereto and all property, real, personal, or mixed, intended for use or used in connection therewith.
- C. The Prior Declaration established a condominium regime for the Highlander and a plan for the individual ownership in fee simple of estates consisting of the Units (as therein defined) plus an undivided interest as tenant in common in the Common Areas (as therein defined). Each Unit has appurtenant to it a membership in the Highlander Owners Association, a Texas non-profit corporation.
- D. The Prior Declaration imposes upon the Highlander mutually beneficial restrictions under a general plan of operation and improvements for the benefit of all Units and the Owners (as therein defined) thereof and provisions for amendment as therein provided.
- E. The Prior Declaration established a condominium regime under the Texas Condominium Act, Chapter 82, Texas Property Code, Section 81.001 et seq. This Declaration elects to have the Project governed entirely by the Uniform Condominium Act, Chapter 82, Sections 82.002 et seq., Texas Property Code.
- F. This Declaration shall amend and restate the Prior Declaration in its entirety.

Now, therefore, this Declaration amends and restates the Prior Declaration. This Declaration establishes a condominium regime under the Uniform Condominium Act, Chapter 82, Sections 82.001 et seq., Texas Property Code, and the Highlander, including the Property and the Units therein, will be held, conveyed, mortgaged, encumbered, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements herein contained and as amended hereby, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Highlander and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants, which shall run with the land and shall be perpetually binding upon all parties having or acquiring any right, title, or interest in or to any part of the Highlander.

**Definitions:** Terms used in this Declaration have the following meanings:

- a. **Act:** Uniform Condominium Act, Chapter 82, Sections 82.001 et seq., Texas Property Code.
- b. **Association:** The Highlander Owners Association, a Texas non-profit corporation.
- c. **Board:** The Board of Directors of the Association.
- d. **Buildings:** The buildings in the Highlander in which Units and Common Area facilities are located.
- e. **Clubhouse:** The Clubhouse described in Exhibit A, which is part of the Common Areas, and is subject to the rights and provisions of applicable documents of record and subject to changes in the event of addition of land and Units as herein provided.
- f. **Common Areas:** The common elements of the Project as shown on the Map, including the general common elements and limited common elements.
- a. **Common Interest:** The percentage ownership interest of each Owner in the Project and in the Common Areas as set forth in Exhibit B, attached hereto.
- b. **Declaration:** This Amended and Restated Declaration and Master Deed for the Highlander.
- c. **Guests:** Any individual who stays in a Residential Unit with the owner's permission. The owner is responsible for any damages to Association assets by his or her guests, and for all assessments for the guests' use of or damages to Highlander services or assets.
- d. **Limited Common Area.** A portion of the Common Area set aside and reserved for the exclusive use of individual Owners, in connection with such Owner's Unit, to the exclusion of the use by the other Owners. The following structures, equipment and areas are designated as Limited Common Area for the exclusive benefit of a particular Unit:

- i. Any structure, improvement or equipment attached or adjacent to the exterior walls of the Building that serves only the particular Unit adjacent thereto, including without limitation the entrance ways, driveways, doorsteps, stoops, porches, balconies, patios, decks, stairs and exterior doors and windows or other fixtures designed to serve a single unit, but located outside the Unit's boundaries.
- ii. Any equipment including hot water heater and the heating, ventilation and air conditioning equipment serving a Unit and the conduits, wires, ducts, and pipes connecting equipment to the Unit regardless of the location of such equipment whether within or outside the Unit or the Building in which the Unit is located, and all replacements and additions thereto.
- iii. The interior space in the attic above each Unit.
- e. **Map:** The drawing showing the numbered Residential Units, the Undeveloped Unit, the Common Area facilities and their approximate locations, which is attached hereto as Exhibit A.
- f. **Owners:** The Owners of the Residential and Undeveloped Unit.
  - i. **Residential Unit Owner:** The owner of a Unit designated as a Residential Unit on Exhibit B and their heirs, successors and assigns.
  - ii. **Undeveloped Unit Owner:** The owner of Unit 1000, and their heirs, successors and assigns.
- g. **Property:** The land described in Exhibit A together with the improvements and facilities now or hereafter erected thereon.
- h. **Residents:** Any individual who lives for more than 30 consecutive days in a Residential Unit either as an Owner or with the owner's permission. Residents who are not Owners have all the privileges and obligations including age restrictions of ownership except that they may not vote on Association business.
- i. **Rules and Regulations:** Rules and Regulations adopted by the Association.
- j. **Units:** The 29 Residential Units and the one Undeveloped Unit as designated on the Map.
  - i. **Residential Unit:** the 29 residential Units described in Exhibits B and C other than Unit 1000.
  - ii. **Undeveloped Unit:** Unit 1000, and such other property as may be added pursuant to paragraph 2 below.
- k. **Exhibit "A":** Legal Description of the Property and Map of the Project



- l. *Exhibit "B"*: the Common Interest schedule otherwise being defined as the percentage ownership interest of each Owner in the entire Highlander and the Common Areas which is set forth for each Residential Unit Owner and Undeveloped Unit.
- m. *Exhibit "C"*: Example of calculation of monthly assessment amount.
- n. *Exhibit "D"*: Age and Occupancy Certification.
- o. *Exhibit "E"*: Ballots of Unit Owners.

All named Exhibits are attached hereto and incorporated herein by reference for all purposes.

1. **Division of Project.** The Highlander is divided into the following freehold estates and areas: On the Map, the Buildings in the Highlander are divided into Units located therein and numbered as shown on the Map. In determining the dimensions of, and area contained within each Unit, the enclosed space within a Unit shall be measured from interior finished, unpainted surfaces of the perimeter walls, floors and ceilings, and the Unit shall include the airspace so encompassed. Included in each Unit shall be any finishing material applied or affixed to the interior surfaces of the common exterior walls or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile). The boundaries of each Unit shall be the interior surface of the perimeter walls, floors, ceilings, windows and doors. Interior trim around window and doors shall be a part of each Unit and shall not be a part of the Common Areas. The Unit does not include the Common Areas. Each Unit is subject to such encroachments and protrusions as are contained in the Buildings, whether the same now exists or may be later caused or created in any manner. In interpreting a Deed, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans therefor, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the Deed, regardless of settling, rising or lateral movement of the Buildings and regardless of minor variance between boundaries shown on the Deed, and those of the Buildings.

2. **Undeveloped Unit:** Noratco, Inc. owns Unit 1000 which is now used as a parking area by agreement for no rent. Noratco, Inc., and its successors and assigns may construct, improve and complete Unit 1000 and add to the Highlander and this Declaration additional land, buildings, and Units by filing a supplemental declaration and upon such filing the relative percentages of ownership of Owners shall be adjusted to reflect such additional Units on the same basis as the percentage interests shown on Exhibit B, attached hereto, and to change the Clubhouse portion of the Common Areas to Units in exchange for comparable Clubhouse(s) on such land so added. The Owners of said Units shall be and become Owners and shall have the right to the mutual and non-exclusive use of the Common Areas, such use being subject to the mutual rules and regulations adopted by the Association with respect to such Common Areas; provided, however, that the Owners of Units of land added as herein provided shall pay and be liable, from time to time, for their pro rata share of all Common Area Costs thereafter expanded with respect to said Common Areas. The Unit 1000 and other Units that may be added as herein provided are defined and referred to as ("Undeveloped Units") and they shall when added and

constructed have the right to the mutual and non-exclusive use of the Common Areas, such use being subject to the mutual rules and regulations adopted by the Association with respect to such Common Areas.

The Undeveloped Units shall be Units in the Highlander and the obligation of the Undeveloped Units to pay assessments and share in Common Area Costs shall commence upon the completion of construction of each Undeveloped Unit thereon. Prior to completion of construction of the Undeveloped Units, the Owner thereof shall not be entitled to any vote for an Undeveloped Unit, shall not have any use of any Common Areas and shall not pay any assessment. After completion of construction of an Undeveloped Unit it shall become a Unit, shall no longer be an Undeveloped Unit, shall be entitled to vote and shall pay assessments. The assessments and reserve funds for each phase of the development shall be maintained separately.

3. **Common Areas:** The remaining portion of the Property other than the Units, shall be and is referred to herein as "Common Areas", and shall include all common areas and facilities shown on the Map. Each Unit Owner shall have as an appurtenance to his Unit, and undivided interests in the Common Areas equal to his Common Interest. The ownership of each Unit shall include the Unit and such undivided interest in the Common Areas, which interest shall be the relative ownership interest of each Unit Owner in the Project. The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered without the consent of all the Owners of said Units and the mortgagees of such Owners as expressed in an amended Declaration, except as provided herein as to the Undeveloped Units. Such Common Interest cannot be separated from the Unit to which it is appurtenant. Each Unit Owner shall have nonexclusive right to use the Common Areas in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other Unit Owners. Notwithstanding the transfer of the ownership of the Common Areas to the Owners as tenants in common, there has and is reserved unto the Association or its designated agent an easement over and onto the Common Areas for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the Common Areas for the purpose of completing improvements thereon and for the performance of necessary repair and maintenance work and the right to establish easements, reservations, exceptions and exclusions consistent with the ownership of the Project and for the best interest of the Owners of the Association in order to serve the entire Project.

Encroachments on, additions to, and modifications of the Common Area are permitted only with the written approval of the Board. The Owners of the Residential Units and their guests have exclusive use of the interior of a Unit. All Residential Unit Owners and their guests have joint use of the Common Areas, subject to restrictions as specified in the Association Rules and Regulations.

4. **No Separate Conveyance of Common Interest:** The Common Interests are to be conveyed only with the respective Units. Each owner covenants and agrees that the Common Interests and the fee title to the respective Units shall not be separated or separately conveyed and each such interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the conveyance may refer only to the fee title to the Unit.

5. **Partition Prohibited:** The Common Areas shall remain undivided as set forth above so long as suitable for a condominium regime. Except as provided by the Act, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Highlander. Judicial partition by sale of a single Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single Unit is prohibited). A Unit shall not be subdivided.
6. **Management of the Common Areas:** The management and administration of the Common Areas and of the Project shall be vested exclusively in the Association in accordance with the terms of this Declaration, the bylaws and the articles of incorporation of the Association, and all applicable laws, regulations, and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Highlander or the Association. The ownership of Units and the Owners of the Units and all holders of liens thereon shall be bound by the articles of incorporation and bylaws of the Association. The Association shall be managed by a Board of Directors elected by the Owners in accordance with the terms of this Declaration and the By-laws of the Association. The manner of election, terms of office and duties for the Board members are prescribed in the Associations' Bylaws. The Board of Directors will exercise all powers of the Association and perform all acts not prohibited by statute, this Declaration or the Bylaws. The Association may employ a Managing Agent, either individual or corporate, as an independent contractor, and delegate to it such responsibilities as are consistent with this Declaration and applicable law.
7. **Membership:** Any person, upon becoming the Owner of a Unit, shall automatically become a member of the Association, and shall remain a member thereof in accordance with the articles of incorporation and bylaws of the Association until such time as his ownership of the Unit ceases for any reason, at which time his membership in the Association shall automatically cease. The Owner(s) of each Unit shall be entitled to one single vote subject and except as otherwise required by the Act and this Declaration. Unit Owners are not required to be residents. Residents who are not also owners are entitled to all the privileges of an owner, except the right to vote in the Association.
8. **Transferred Membership:** Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books.
9. **Fifty-Five and Older Requirement:**
- A. **Applicable Law.** The Project is intended to be operated for occupancy by persons fifty-five (55) years of age or older in accordance with The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601 et seq.), and Texas law regarding fair housing (Tex. Prop. Code § 301.043) (collectively, the "Fair Housing Acts"), which exempt "housing for older persons" from the prohibitions against discrimination based

on familial status. Except as provided below, each Residential Unit, if occupied, must be occupied by at least one (1) person fifty-five (55) years of age or older. Except as provided below, no person under eighteen (18) years of age shall occupy or reside in a Residential Unit. The Board, in its sole and absolute discretion, shall have the right and power to determine when a person "occupies or resides" in a Residential Unit.

- B. Eighty Percent Requirement. In accordance with the Fair Housing Acts, at least eighty percent (80%) of the occupied Residential Units must be occupied by at least one person who is fifty-five (55) years of age or older. Accordingly, the Board, upon application, shall have the right and option, but without obligation, at the Board's sole and absolute discretion, to permit a Residential Unit to be occupied by persons all of whom are under the age of fifty-five (55), unless the granting of permission would result in fewer than eighty percent (80%) of the occupied Residential Units being occupied by one person fifty-five (55) years of age or older, or considering other factors deemed appropriate by the Board, may jeopardize (whether at the time of the request or in the future) the Project's status as "housing for older persons" under the Fair Housing Acts. The Board shall exercise its sole and absolute discretion based upon criteria that the Board shall determine as appropriate, including, without limitation, information then known to the Board concerning potential or pending changes in occupancy of other Residential Units within the Project, the ages of the persons requesting such permission, the proximity to age fifty-five (55) of those occupants of other Residential Units within the Project then under such age, and any other information known to and deemed relevant by the Board in its sole discretion. Any request submitted to the Board pursuant to this subsection shall be a written request setting forth the names and ages of all proposed Residents of the Residential Unit and such other information as the Board reasonably may require.
- C. Temporary Exception for Spouses. Units occupied by a non-age qualified surviving spouse of an age qualified decedent resident who had occupied the Unit may continue to occupy such Unit until such time as the non-age qualified surviving spouse remarries, at which time the exception expires unless as of such time the surviving spouse or the new spouse is age 55 or older. Notwithstanding the foregoing, the Board may terminate a surviving spouse's right to occupy a Unit upon 90 day's written notice if such occupancy would otherwise jeopardize the Project's status as "housing for older persons" under the Fair Housing Acts.
- D. Temporary Exception for Persons younger than 55 years of age. The Board, upon application by a person, because of undue hardship on such person or other Residents of the Residential Unit or extraordinary circumstances, in its sole and absolute discretion (unless the granting of permission would jeopardize the Project's status as "housing for older persons" under the Fair Housing Acts), shall have the right and option, but not the obligation, to permit a Residential Unit to be occupied by a person under fifty-five (55) years of age. Any person requesting permission to have a Residential Unit occupied pursuant to the provisions of this subsection shall submit a written request to the Board setting forth the reason for the request and such other information as the Board reasonably may require.

Notwithstanding the provisions of the preceding paragraph, A person under fifty-five (55) years of age may visit a Residential Unit as a guest of the Residents of the

- Residential Unit for a period of not more than two periods of three (3) consecutive weeks each, and in no event for more than forty-two (42) days in any twelve (12) month period.
- E. Proof of Age. Each Owner and Resident, as and when requested to do so by the Board, shall furnish the Board with the names and ages of all occupants of the Residential Unit and such affidavits and other documents as the Board may request to verify the age of such occupants. In the event there is a change in the occupancy of a Residential Unit, the Owner immediately shall notify the Board in writing of such change and comply with all rules and regulations adopted by the Board for verification of occupancy.
- F. Policies and Procedures. The Board shall publish and adhere to policies and procedures to demonstrate the intent that the Project is intended and operated for occupancy by persons fifty-five (55) years of age or older. Furthermore, the Board shall comply with any rules issued by the Secretary of Housing and Urban Development for verification of occupancy. The policies and procedures shall provide for verification of Residents by reliable surveys and affidavits or other means as permitted by the Fair Housing Acts.
- G. Monitoring Compliance; Appointment of Attorney-in-Fact.
- a. The Association shall have the power and authority to enforce this Section 9 in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Units, requiring copies of birth certificates, or other proof of age for each occupant of the Unit to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Unit which is not in compliance with the requirements and restrictions of this section. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION 10. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit that, in the judgment of the Board, are reasonably necessary to monitor compliance with this Section 9.
  - b. Each Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Section and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot. EACH OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S UNIT TO SO COMPLY.
  - c. The Age and Occupancy Certification attached hereto as Exhibit D shall be completed by an adult occupant of each Unit 1) when requested in writing by the Association; 2) upon the transfer of any Unit of the Highlander; and 3) at least once every two (2) years thereafter. The Association shall conduct regular surveys, requiring the completion of an Age and Occupancy Certification for each Unit, on an annual basis, or as otherwise determined by the Association, but in any event the Association must update the information for each Unit at least once every two (2) years. As provided on the Age and Occupancy Certification form, the initial certification for a Unit shall provide acceptable proof of age for new occupants. The following are acceptable forms of documentation for "proof of age": (1) Driver's License; (2) Birth certificate; (3) Passport; (4) Immigration card; (5) Military



identification; (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) in lieu of attaching copies of the foregoing, proof of age may be provided by confirming the form of identification and corresponding License No., Certificate No., etc. If not previously provided and on file with the Association, Proof of age for each occupant must be provided with every age and occupancy certification.

- H. No Warranty by the Association. The requirements contained in this Section 9 are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations now or hereafter issued therefor. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that although it is intended that the Project be operated for occupancy by persons fifty-five (55) years of age or older in compliance with the Fair Housing Acts which exempt "housing for older persons" from the prohibitions against discrimination based on familial status, no representation or warranty is made that the Project complies or will comply with the Fair Housing Acts, and if for any reason the Project is deemed not in compliance with the Fair Housing Acts and therefore not exempt from the prohibitions against discrimination based on familial status, the Association shall not have any liability in connection therewith.
- I. Requirements. All Owners and Residents of Units shall comply with the following general requirements, which may be amended by the Association to include such further requirements as may be necessary or appropriate to comply with the Fair Housing Acts:
- a. All advertisements concerning the Association and Highlander must include language concerning the age 55 or Older age restriction;
  - b. Leases and real estate sales contracts concerning any Unit must contain language advising prospective tenants/buyers of the 55 or Older age restriction and a requirement that occupants provide the Association with proof of their compliance with the age 55 provisions;
  - c. All occupants shall respond to the Association's annual resident surveys concerning the ages of the occupants which responses shall be maintained by the Association; and
  - d. All occupants must furnish such verification of age as may be required by the Association. This verification shall be supplied on the form of Age and Occupancy Certification attached hereto as Exhibit D, as such certification form may be amended by the Association from time to time.
- J. Leases. Subject to the terms of this Section, an entire Residential Unit may be leased to a Lessee from time to time by an Owner provided that each of the following conditions is satisfied:
- a. The occupants of the Residential Unit under the lease shall satisfy the "housing for older persons" restrictions set forth in Section 9 of this Declaration and any rule or regulation adopted by the Board with respect thereto, including, without limitation, the rule which requires that the Owner deliver a copy of the lease signed by the Lessee to the Board;
  - b. The lease or rental agreement must contain a provision that the lease or rental agreement is subject to this Declaration and that any violation of any of the foregoing shall be a default under the lease or rental agreement;

- c. Before commencement of the lease term or rental agreement, the Owner shall provide the Association with the names of the Lessees and each person who will reside in the Residential Unit, as well as each resident's age (including proper verification thereof) and the address and telephone number of the Owner. The Owner shall additionally provide the Association with the proposed lease and a written request for approval.

10. **Right of Entry.** The Association shall have the right to enter any Unit at all reasonable hours with prior notification to the Owner and with permission of the Owner of such Unit, but if an emergency exists requiring immediate action, as determined by the Association, at any time, without notice, to inspect, to make alterations, replacements, repairs and restorations and to carry out any work or activities in connection with the Unit or the Project as permitted and/or required under this Declaration.

11. **Personal Obligation for Assessments:** Each Owner of any Unit by acceptance of a deed therefore or other record of ownership, whether or not it is expressed in the deed or other record of ownership, is deemed, as part of the purchase money consideration for the deed and conveyance, to agree to pay to the Association the following, subject to the terms of this Declaration: (1) regular monthly assessments or charges adopted by the Association, and (2) special assessments for capital improvements or unexpected expenses levied by the Association.

12. **Purposes of Assessments:** The assessments levied as herein provided shall be used to promote and preserve the Highlander, to improve and maintain the Common Areas for the common good of the Highlander, to fund the Reserve Fund, and for all expenses and obligations of the Association. Said assessments may be used for said purposes, including without limitation providing for the enforcement of the provisions of this Declaration and the bylaws promulgated hereunder. The decision of the Association with respect thereto shall be final.

13. **Assessment Charge - Payment and Lien:**

- a. All Owners shall be obligated to pay the assessments which are provided and specified in this Declaration and the charges and fees specified herein. The Association shall adopt an annual budget setting forth the total estimated costs to operate the Highlander and the Reserve Fund allocation provided for below. Such budget may include anticipated income and any prior year surplus. To pay the estimated costs and Reserve Fund allocation, the Association shall assess against each Unit Owner (except the undeveloped unit until such time as the unit is developed) a monthly assessment. The amount of the monthly assessment shall be based on the size of the Unit and the number of occupants in the Unit. For assessment purposes, the Highlander shall be deemed to have two (2) unit sizes. Small Units shall be those Units showing a common interest of 3.21% on Exhibit B and large Units shall be those Units showing a common interest of more than 3.21% on Exhibit B. Recognizing that large Units may have more costs associated with them than small Units, large Units shall be assessed a monthly fee of 105% of the monthly fee charged to the small Units. The monthly assessment shall be assessed against each unit whether occupied or not. In addition to the monthly assessment, the owner of any unit

- shall be assessed a surcharge ("Occupation Fee") of two (2) per cent of the small unit monthly assessment for each occupant over one (1). The number of occupants in each Unit will be determined at the beginning of each fiscal year. The Occupation Fee assessed at the beginning of the fiscal year shall continue to be assessed thru such year. The monthly assessments and occupation fees shall be rounded to the nearest dollar figure. Attached as Exhibit C is an example of the calculation of the monthly assessments and the occupation fees. All of such fees and assessments shall be secured by a lien against the Unit subject to the terms hereof. There has been and is reserved and assigned to the Association, a vendor's lien against each Unit subject to assessment (excluding therefore any Unit exempt from assessments as herein provided) to secure the payment of any regular or special assessment which may be levied pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof. As additional security for the payment of assessments and other charges and assessments hereby levied, each Owner of a Unit, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Unit which may be foreclosed on by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by any officer of the Association and filed for record in the Real Property Records of Kerr County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale using the same notice provisions as those set out in Section 51.002(d) of the Texas Property Code, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Kerr County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Unit foreclosed on and each occupant of any improvements thereon shall be deemed to be tenant at sufferance and may be removed from possession by all lawful means, including a judgment for possession in an action of Forcible Detainer and the issuance of a Writ of Possession thereunder.
- b. A Reserve Fund shall be established and funded from the monthly assessment set forth in sub paragraph a. above to be used for major maintenance projects, capital asset acquisition or replacements, and unanticipated expenses not provided in the then current budget.



- c. In the event the Association determines that the monthly assessment fee provided in paragraph a. above and the Reserve Fund balance provided in paragraph b. above are not adequate to pay Association expenses, the Association may levy, in any year, one or more special assessments applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Common Areas, including fixtures and personal property related thereto owned by the Association, or to defray any unanticipated or underestimated expense or other action undertaking normally covered by a regular assessment (and, where necessary, for taxes assessed against the Common Areas or the Highlander as a whole). Special assessments levied against all Unit Owners shall be based on each Owner's Common Interest. Special assessments may also be levied against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner or his Unit into compliance with the provisions of this Declaration including attorneys' fees and costs.
- d. The collection costs incurred by the Association shall be paid by Owners and shall include, without limitation, interest at the rate of maximum legal rate, costs and reasonable attorneys' fees. All amounts secured by the liens mentioned herein shall be the obligation of and chargeable to the Owner in default.
- e. In the event of non-payment by any Owner of any assessment or other charge levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the rights provided herein, upon ten (10) days prior written notice thereof to such non-paying Owner, exercise all other rights and remedies available at law or in equity.
- f. It is the intent of the provisions of this Section 13 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code thereafter, the President or any Vice -President of the Association, acting without joinder of other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Kerr County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.
- g. In addition to the rights provided above, to enforce the assessments or other charges levied hereunder, the Association may file a claim or lien against the Unit of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Unit against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. Such lien securing such indebtedness may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in like manner as a mortgage on real property subsequent to the recording of the notice provided for above. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorneys' fees incurred in connection with filing the lien, and in the event of any foreclosure

proceeding, all additional costs, expenses and attorneys' fees incurred in connection with any such foreclosure proceeding. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment and charges for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner or a reasonable fee as fixed by the Board to cover the preparation and recordation of such release of lien instrument.

- h. **Liens Subordinate to Mortgages.** The Liens described in this Section and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, pension and profit sharing trusts or plans, or the bona fide third party lender, which may have heretofore or may hereafter lend money in good faith for the purchase of any Unit and any renewal, extension, rearrangement or refinancing thereof. Each such mortgage of a mortgage encumbering a Unit who obtains title to such Unit pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the tract free and clear of any claims for unpaid assessments against such Unit which accrued prior to the time such holder acquired title to such Unit. No such sale or transfer shall relieve such holder acquiring title to a Unit from liability for any assessments thereafter becoming due or form the lien thereof. Any other sale or transfer of a Unit shall not affect the Association's lien for assessments. The Association shall make a good faith effort to give each mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien which notice shall be sent to the nearest office of such mortgagee by prepaid United States Registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Fund Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Section.
- i. The regular monthly assessments and other charges provided for herein shall commence for all Residential Units on the first day of the month following the conveyance by deed or other record of ownership and on the Undeveloped Unit Owner on the first day of the month following completion of a residence on the Undeveloped Unit. Thereafter, due dates of regular monthly assessments and charges shall be the first day of each and every subsequent calendar month. No notice of such assessments and charges or the due dates thereof shall be required, other than the notice setting forth the amount of the regular monthly assessments and charges. The due date of any special assessment shall be the due date specified by the Association in the notice of special assessment delivered by the Association to each Owner;

provided, however, that such due date shall in no event be less than thirty days subsequent to the date of such notice.

- j. Sale or transfer of any Unit shall not affect the assessment lien. No such sale or transfer shall relieve such Unit from liability for any assessments thereafter due or from the lien thereof.
- k. All sums assessed or charged but unpaid for or chargeable to any Unit, including interest thereon at the maximum legal rate from the date such assessments and charges are due until said assessments and charges are paid, subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law, shall constitute a lien on the Unit superior to all other liens and encumbrances.
- l. If any Owner shall be in default in the payment of any assessments or charges, the owner shall be given at least thirty days' notice to cure the default prior to the Association exercising any of the remedies specified herein.

14. **Taxation:** Each Unit, together with its interest in the Common Area shall, for the purpose of the assessment and collection of taxes, assessments and other charges of the State, or of any political subdivision, special improvement district or any other taxing or assessing authority, be separately assessed to each Unit and shall not be assessed as a part of and on the Highlander as a whole and each Owner shall pay such taxes as to the Unit(s) owned.

15. **Use Restrictions:** In addition to all the covenants contained herein, the use of the Highlander and each Unit therein is subject to the following:

- a. **Use of Individual Units:** Each Residential Unit shall be occupied and used only for residential purposes by the Owner and his guests. No part of the common area may be used for residential purposes. No business, commercial enterprise, or public or private amusement which involves or includes presence or visits by customers, repeated, continuous or excessive traffic or vehicle parking, repeated delivery of commercial products, mailing or shipping of commercial goods, the manufacture or modification of large commercial goods, licensure for hazardous materials or commercial enterprise, shall be conducted. No more than four individuals may permanently occupy a large Unit (a Unit with a common interest greater than 3.21% as specified in Exhibit B). No more than three individuals may permanently occupy a small Unit (a Unit with a common interest of 3.21% as specified in Exhibit B). The Owner is responsible for assuring that his guests abide by this Declaration and the Rules and Regulations of the Association adopted from time to time. The Owner is responsible for all fees, charges, and damages resulting from his guests' use of Highlander services, facilities and Common Area. The maximum stay of any guest may not exceed two periods of three (3) consecutive weeks each, and in no event for more than forty-two (42) days in any twelve (12) month period, except as authorized by the Association.

- b. Nuisances: No noxious, noisy, disreputable, unlawful, illegal, or offensive activities nor any activities in violation of the rules, regulations, and procedures specified for the Highlander shall be carried on in any Unit or in any other part of the Highlander. Nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment by any of the Residential Unit owners or residents, or which shall in any way increase the rate of insurance for the Association, or cause any insurance policy to be cancelled or cause a refusal to renew the same, or which will impair the structural integrity of any building. No Unit may be used or occupied by any person whose presence and occupancy in the Highlander will be detrimental to the health and safety of other residents.
- c. Garbage and Refuse Disposal: All rubbish, trash, and garbage shall be stored and removed in accordance with the Rules and Regulations of the Association and the City of Kerrville. All refuse piles and garbage cans shall be kept screened and concealed from view of other Units, streets and the Common Areas when not placed for immediate removal.
- d. Power Equipment and Car Maintenance: No power equipment, tools, or shop equipment shall be operated in such a way or at such times as to unreasonably disturb any Resident. Use of power equipment shall be limited to the hours of 8:00am - 6:00pm Monday through Friday only, except as utilized indoors in such a way as to cause no disturbance to other Residents, or in emergencies such as the use of generators in case of a multi-unit power outage. Any extended use of power equipment, tools or shop equipment, such as might occur during renovation of the interior of a Resident's Unit, will require prior written approval of the Board of the Association. Power equipment, tools or shop equipment shall not be used on Saturday or Sunday without prior written approval of the Board of the Association with the understanding that this approval can be revoked immediately upon any complaint of noise or disturbance from any Resident.

No vehicle maintenance, repair or modification shall be conducted in such a way or at such times as to disturb any Resident. This will limit such maintenance to the hours of 8:00am - 6:00pm Monday through Friday only, except as utilized indoors in such a way as to cause no disturbance to any other Residents or in case of emergency, such as a short-term repair of a vehicle breakdown. No vehicle maintenance, repair or modification shall damage, soil, block or impede roadways or Common Area. Any such damage, blockage, soiling or the like shall be remedied at the Owner's cost and shall be remedied within 48 hours. Vehicle maintenance (excluding routine washing and cleaning), repair or modification shall not be conducted on Saturday or Sunday without prior written approval from the Board of the Association with the understanding that this approval can be revoked immediately upon the complaint of noise or disturbance from any Resident.

In case of violation of any of the requirements in this section or failure to remedy violations as prescribed above, violators are subject to fines as prescribed elsewhere in this Declaration.

e. Hazardous and Prohibited Activities:

- i. Open fire devices including fire pits, charcoal grills, hibachis, chimeneas or other similar containers are subject to the following restrictions:
  - o Open fire pits and chimeneas are not allowed;
  - o Gas operated grills are permitted on the owner's decks and on the clubhouse deck for Association sponsored activities and are the only type that may be used under a roof;
  - o Charcoal grills are permitted but may only be used in Owner's uncovered deck or driveway;
  - o Any use of these devices are subject to the following standards:
  - o Grills must be maintained and operated safely including:
    - Having readily available fire extinguishing equipment;
    - Attended to continuously during the process;
    - Utilized in safe conditions such as observing wind factors;
    - Operated a safe distance from any combustible source.
  - o All City of Kerrville regulations will be followed and are the responsibility of the Owner or Resident;
  - o All property areas must be kept clean of any grill debris (ashes, charcoal, grease, etc.);
- ii. Smoking is not allowed in any of the Common Areas.
- iii. Owners or residents may not plant trees, shrubs or flowers in the landscaped areas except in existing flower beds.
- iv. Residents may, at their own expense, plant additional flowers or shrubs in existing flower beds adjacent to their Units without Board approval; however, the Board reserves the right to remove any plants that require excessive watering, are not being maintained by the Owner, or that require additional maintenance on the part of the Association's lawn maintenance contractor. Owners may be assessed the charges for the removal of plants not planted by the Association. Residents are required to abide by all watering restrictions imposed by the City of Kerrville and unattended watering by residents is not allowed anywhere in the Common areas. Flower beds are to be mulched only with non-organic products approved by the Board.
- v. Tree trimming is to be performed only by qualified persons designated by the Association.
- vi. The undeveloped area behind the Clubhouse and the Units on Edinburgh Drive is to be preserved as a natural area and any modifications to this area must have

prior approval by the Board. Approval will not be given to construct walls made of any material other than natural stone and may not exceed thirty inches in height. Planting will be limited to native species that do not require irrigation or mowing.

- vii. Garage sales, yard sales, estate sales and any other public sale of personal or household items, is prohibited.
- f. Vehicle Restrictions: No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than a passenger truck), inoperable automobile, boat or similar equipment shall remain upon any area within the Highlander, other than temporarily for purpose of loading and unloading of passengers or personal property. Commercial vehicles do not include sedans or passenger trucks, used for both business and personal use, provided that the signs or markings on the vehicles shall be unobtrusive and inoffensive. No noisy or smoky vehicles shall be maintained or operated upon the Highlander, except as may be reasonably necessary to the execution of the rights or duties of the Association. A resident and their guests shall park, store or keep their vehicle only in a garage, driveway, designated parking space or parking lot and shall not park on the street or other parts of the Common Area not designated for parking except for brief durations not to exceed forty-eight (48) hours unless approved by the Association in writing.
- g. Signs: Owners are prohibited from placing "for sale", "for rent", or any other signs in or around the Common Area or displaying signs to the public view on or in any Unit or on any portion of the Project, except signs which indicate surveillance by home security systems.
- h. Animals: Residents and guests are only allowed to have dogs, cats, caged domesticated birds (excluding chickens and ducks) or fish in aquariums as pets. There is a limit of two pets total, from the list of permissible pets, to have at any time living in a Unit except fish, in which case the Resident may keep no more than can be maintained in a safe and healthy manner in one tank with one tank constituting "one pet". A Guest's pet will not be permitted if the Resident already has two pets. Where a Guest's pet is allowed, its stay shall not exceed 30 days per year. No pets may be bred, nor offspring raised for commercial sale. Dogs or cats, whether belonging to Residents or Guests, are to be kept on a leash, in the Resident's arms, or in a carrying case when outside the Unit and must be under the control of the Resident or Guest at all times. Exterior dog houses or any other means of unattended pet confinement are prohibited in the Common Area and Limited Common Areas. Pets may not be tethered unattended anywhere in the Common Area or Limited Common Areas. Permissible pet birds shall not be kept in a cage on a Unit's deck or anywhere in the Common Area or Limited Common Areas. Dogs and cats must have identification tags and collars when outside of a Unit.

It is the responsibility of the Resident to clean up and dispose of all waste deposited by theirs or their Guest's pets on any part of the Common Area or Limited Common



Areas. Residents are responsible for any property damage, injury or disturbances their pet may cause or inflict. Residents are to avoid situations that cause their pet to be a nuisance. No Resident or Guest shall inflict or cause cruelty in connection with any pet.

If a pet does become a nuisance and attempts to discuss and rectify the matter with the pet's Owner fail, then a written complaint may be filed with the Association Office or its Management entity. Repeated offenses may result in a fine issued by the Board according to Section 3.08. Should any pet kept in a Unit become a nuisance that unreasonably disturbs other residents, as determined by the Board, in its sole discretion, that Unit Owner may be required to remove said pet from the Unit upon written notice from the Board. All pets and their Owners are subject to all municipal regulations, including those related to aggressive animals, as well as commonly accepted standard of humane treatment of animals.

- i. Radio and Television Antennae: No resident or owner is permitted to construct, use, or operate a personal external radio, television antenna, satellite dish, or other electronic antennae without the prior written consent of the Board.
- j. Rules and Regulations: The Board may, from time to time, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Common Areas; (ii) minimum standards for any maintenance of Units; (iii) the health, safety or welfare of the Owners, Lessees and Guests, or (iv) restrictions on the use of Units. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail. The Association Rules and Regulations shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration. The Owner and any occupant, tenant, and any guest of the Owner shall comply with each and all of the Rules and Regulations of the Association.

16. Alterations Additions and Improvements: No alterations, additions or improvements of any kind to the exterior of the Buildings or a Unit or the Limited Common Area associated with a Unit, including, but not limited to, buildings, fences, walls, canopies, balconies, decks, porches, screens or awnings, shall be placed, erected, painted or maintained upon any part of the Highlander including the Unit exteriors, unless and until approved in writing by the Association (excluding painting and decorating of the interior of a Unit by an Owner). Unapproved modifications/additions may be removed by the Association and costs incurred will be charged to the responsible Owner. The Association reserves the right to remove items that are safety hazards or are deemed offensive or inappropriate.

The Owner is responsible for maintaining all alterations, additions and improvements to his Unit and/or his Limited Common Area and releases the Association from any liability or duty to maintain. Owners are required to disclose to prospective purchasers that the Association has no responsibility to maintain alterations, additions or improvements created by an Owner. The responsibility for the repair or replacement of these modifications cannot be separated from the Ownership of the unit. Owners may repaint or redecorate the interior of the unit at the owner's expense but must have prior written permission from the Association if the redecorating involves

relocation, removal or alteration of water or gas lines. Owners may not make any alterations that impair the structural integrity or mechanical systems or lessen the support of any portion of the Unit. All alterations, additions, changes and improvements including fixtures, which are constructed, installed, or placed in or upon the Unit or Limited Common Area associated with a Unit by Owner shall be and become and shall remain upon and be a part of the Unit.

17. **Enforcement:** The Association, any Owner and any government or quasi-governmental agency or municipality having jurisdiction over the Highlander shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as ordered by the Court; provided, however that an individual Owner shall have no right to enforce the collections of any assessment or charge levied against any other Owner. Failure by any such person to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

18. **Fines for Violations:** The Association may assess fines for violations of the restrictive covenants contained in this Declaration and/or Rules and Regulations adopted by the Association, other than nonpayment or delinquency in assessments, in amounts to be set by the Board, not to exceed \$100.00 per day of violation, which fines shall be secured by the continuing assessment lien set out in this Declaration.

19. **Invalidity of Any Provision:** Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Highlander is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

20. **Encroachment and Protrusion Easements:** Each Unit within the Highlander is hereby declared to have an easement over all adjoining Units and the Common Areas for the purpose of accommodating any encroachment and/or protrusion due to engineering errors, errors in original construction, settlement or shifting of the Building, or any other cause. There shall be valid easements for the maintenance of said encroachments and/or protrusions as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, protrusion, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment or protrusion be created in favor of an Owner or Owners if said encroachment or protrusion occurred due to the willful misconduct of the Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments and/or protrusions over adjoining Units or Common Areas shall be permitted and that there shall be a valid easement for the maintenance of said encroachments and/or protrusions so long as they shall exist. Such encroachments or protrusions shall not be considered to be encumbrances either on the Common Areas or on a Unit for purposes of marketability of title or otherwise.

21. **Termination of Mechanic's Lien Rights and Indemnification:** No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner or his agent, contractor or subcontractor shall be the basis for the filing of a lien against either the Common Areas or the Unit of any other Owner not expressly consenting to or requesting the



same. Each Owner shall indemnify and hold harmless each of the other Owners from and against any and all liability arising from any such claims or liens against the Units or any other Owners or against the Common Areas for construction performed or for labor, materials, services or other products incorporated in the indemnifying Owner's Unit at such indemnifying Owner's requests.

**22. Revocation or Amendment to Declaration:**

- a. **Revocation:** This Declaration shall not be revoked unless all the Owners unanimously consent and agree to such revocation by instrument(s) duly recorded in Kerr County, Texas.
- b. **Alteration of Common Interests:** The Common Interests shall not be altered without the consent of all Owners.
- c. **Amendment:** This Declaration may only be amended by the holders representing aggregate Common Interests of at least 67 percent (67%) by instrument(s) duly recorded in Kerr County, Texas.
- d. **Alteration or Destruction of Unit:** An amendment of this Declaration may not alter or destroy a Unit without the consent of the Owners affected and the Owner's first lien mortgages.

**23. Maintenance and Repair:**

- a. **Association.** The Association shall be responsible for the maintenance of the Common Areas which includes the exteriors of all Residential Units, the Clubhouse, all unimproved Limited Common Areas (meaning those Limited Common Areas which have not been materially modified since original construction), all landscaped areas, and the paved areas of the Property. The Association will make, when the Board of Directors deems necessary in its sole discretion, any alterations, repairs replacements or restorations of the roof and exterior of the Residential Units (including windows, doors and garage doors but excluding any garage door opening mechanism). Each owner is responsible for notifying the Board of Directors when such repairs, replacements or restorations are necessary. Owners shall not, without prior consent of the Board, make any alterations, repairs, replacements or restorations to the Common Areas or Limited Common Areas. When any such repairs, replacements or restorations are necessary because of reasonable or normal wear or the elements, and are not the result of negligence or misconduct by the Owner or his guests, the expense incurred will be covered by the Association. Otherwise, such expense shall be the responsibility of the Owner.
- b. **Owner.** All alterations, additions, change and improvements including fixtures, which are constructed, installed, or placed in or upon the Unit by Owner shall be and become and shall remain upon and be a part of the Unit. Each Owner shall maintain and repair the interior of his Unit. Each Owner shall also maintain, repair and replace the air conditioning compressor, fans, ductwork, heating unit

and cooling coils and hot water heater(s) utilized for his Unit, including such equipment located in Common Areas or Limited Common Areas. Each Owner shall maintain, repair or replace any Owner made changes, alterations or modifications within the Limited Common Areas including, but not limited to, expanded or enclosed decks or expanded units or masonry improvements. The Owner is required to inform a new Owner of this responsibility. The Association shall have no obligation to maintain, repair or replace such improvements except for the obligation to obtain and maintain casualty insurance and use the proceeds in the event of a casualty loss as provided herein.

24. **Association Liability Insurance:** The Association shall obtain and continue in effect comprehensive public liability insurance insuring the Association and its agents, the Owners and their family members, and their guests against any liability incident to the ownership or use of the Common Areas, and public ways and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners, or the Association. The scope of the coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar to the Highlander. In addition to the master policies which the Association shall carry, the Association shall have the power to require each Owner, at his sole cost and expense, to carry personal liability insurance covering damage to property or injury to the person of others within the Highlander resulting from negligence of the Owner of his agents, tenants, or guests, in an amount up to and including \$100,000.00 for each occurrence. All property and liability insurance carried by the Association or the owner shall contain provisions whereby the insurer waives rights of subrogation to the Association, their agents, officers and directors, and any Owners, their guests, agents and employees.

25. **Master Hazard Insurance:** The Association shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the Highlander, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use to the Highlander on a replacement cost basis in an amount not less than one hundred percent of the insurable value (based upon replacement cost) of all improvements on the Highlander. The master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements on the Highlander in the event of destruction and a decision not to rebuild pursuant to this Declaration. Such policies shall be in form and amount as may be determined by the Board and shall name as insured the Association, the Owners and all mortgagees as their respective interests may appear, and shall provide that any proceeds to be paid to the Association for their use and benefit as their interest may appear. Such policy shall not be required to insure the personal property of Owners, which shall be and remain the responsibility of Owners. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the Highlander is located.

26. **Other Insurance:** The Association may obtain and maintain such other insurance as the Board of Directors deem necessary for the protection of the Association and Unit Owners.

27. **Reconstruction or Repair of the Highlander:** In the event of fire, casualty or other disaster involving substantial damage to the Highlander, within ten days of receipt of determination of the amount of insurance proceeds available to the Association, the Association shall cause notice to be given of a special meeting of the Owners to be held not less than twenty nor more than thirty days from the giving of the notice. Such notice shall specify the amount of insurance proceeds available, the estimated cost of restoration and any other data deemed pertinent to the determination called for. If less than two-thirds of the Highlander is destroyed or substantially damaged by fire or any other disaster, then the Highlander shall be rebuilt or repaired, unless the members of the Association by unanimous vote or written consent elect not to repair such damage. If two-thirds or more of the Highlander is destroyed or substantially damaged by fire or an other disaster, and if the Owners, by unanimous vote or written consent, do not voluntarily, within 180 days after determination of the amount of the Association's insurance proceeds resulting from such destruction or damage, make provision for reconstruction, the condominium regime shall be deemed to have been waived, and the Association shall take all action required under the Act to regroup and merge the filial estate with the principal property, whereupon:

- a. The Highlander shall be deemed to be owned in common by the Owners;
- b. The undivided interest in the Highlander owned in common which shall appertain to each Owner shall be the Common Interest of such Owner;
- c. Any liens on a Unit and that certain portion of the Common Areas appurtenant thereto shall be deemed to be transferred in accordance with their existing priorities to the undivided interest of the Owner of the affected Unit; and
- d. The Highlander shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners and their mortgagees as their interests shall appear in a percentage equal to the Common Interest previously owned by each Owner.
- e. Notwithstanding the foregoing provisions hereof, in the event of destruction or substantial damage to two-thirds or more of the Project, the Owners may, by an affirmative vote of the Owners holding at least three fourths of the Common Interest, at a meeting of the Owners duly called for the purpose, elect to sell or otherwise dispose of the Highlander. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale. The net proceeds of sale, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners and their mortgagees as their interests

shall appear in a percentage equal to the Common Interest previously owned by each Owner.

28. **Insurance Proceeds:** In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Highlander, shall be applied to such reconstruction. Reconstruction of the Highlander means restoring the Highlander to substantially the same condition in which it existed immediately prior to the fire, casualty or other disaster, with each Residential Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before. The Association or its duly authorized agents shall accomplish such reconstruction. If the insurance proceeds are insufficient to reconstruct the Highlander, damage to or destruction thereof shall promptly be repaired and restored by the Association, using proceeds of insurance, if any, on the Highlander for that purpose, and the Owners shall be liable for the special assessment or assessments for any deficiency as herein provided.

29. **Application of Insurance Proceeds:** As soon as possible after the occurrence of a casualty which causes damage to any part of the Highlander for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

- a. The cost of restoring all damage caused by the casualty to the Common Areas (hereinafter referred to as the "Common Areas Costs").
- b. The cost of restoring that part of the damage caused by the casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (Hereinafter referred to as the "Residential Unit Costs"). All insurance proceeds available to the Association with respect to the casualty shall first be applied to the payment of the actual Common Areas Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Residential Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special assessment or assessments shall be made against the Owners by the Association in the following manner: (1) all Owners shall be assessed on the basis of their percentage interest in the Common Areas for the payment of the estimated Common Areas Costs not otherwise paid for by insurance held by the Association; and (2) each Owner of a damaged Residential Unit shall be assessed an amount equal to the difference between the actual portion of estimated Residential Unit Costs attributable to his Residential Unit less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the casualty by a fraction, the numerator of which is the actual portion of the estimated Residential Unit Costs attributable to his Residential Unit and the denominator of which is the total of all of the estimated Residential Unit Costs.

30. **Casualty Repair of Residential Unit and Negligence:** The Association shall be responsible for the reconstruction, repair, and replacement of the Residential Unit in the event of casualty damage covered by insurance, including but not limited to any floor coverings, wall coverings, window shades, light fixtures or other improvements, and all appliances located

therein irrespective of whether or not such appliances are "built-in" to the Residential Unit but excluding such Owner's property in the Residential Unit. Each owner shall be responsible for the costs of the replacement of the furniture, furnishings, and contents of such Residential Unit which are owned by such Owner. Each Owner shall be responsible for repair costs due to such Owner's negligence or misuse or the negligence or misuse by the Owner's family, guests, agents, servants, employees, or contractors.

31. **Liability of Owners for Damages to Common Elements:** The Owner of each Unit shall be liable to the Association for all damages to the Common Area or improvements thereon caused by the neglect, misuse, of such Owner or any tenant or other occupant of such Unit, or any guest of such Owner or his tenant.

32. **Utilities:** Each Owner shall pay for his own electricity, cable, internet, satellite and telephone costs which are separately metered and billed to each Unit by the utility company furnishing such service. All other utilities shall be part of the common expenses, and paid by the Association. Each Owner shall pay his assessed share thereof as in the case of other common expenses as a part of the assessments to be levied as herein specified. Any utility may be separately metered, as and if determined by the Association and in such event, the Association may have the utility cost billed to and paid directly by the Unit Owner separately. Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues, (such items being hereinafter collectively called the "connections") are located or installed within the Highlander, which connections, or any portion thereof, lie in or upon more than one Unit, the Association has the right and an easement to the full extent reasonably necessary therefor, to enter the Residential Units or to have the utility companies or appropriate licensed personnel enter the Units, to repair, replace, maintain the connections as and when reasonably necessary; provided, however, the exercise of such easement rights shall be in a manner reasonably calculated to cause as little interference as reasonably possible with the continued use and occupancy of the Residential Units. Whenever connections are located or installed within the Highlander, each Residential Unit served by the connections shall be entitled to the full use and enjoyment consistent with the rules of the Association of such portions of said connections that service the Residential Unit.

33. **Easement for Utilities and Maintenance:** Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, water, electric, gas and telephone lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping that serve the Highlander, are hereby reserved for the use and benefit of the Association and any public, municipal, private, or quasi-public utility company, together with the right to grant and transfer the same.

34. **Association Utility Duties:** The Association shall maintain all utility installations located in the Common Areas except for those installations maintained by utility companies, public, private, quasi-public, or municipal. The Association shall pay all charges for utilities supplied to the Highlander except those metered or sub-metered and charged separately to the Units.

35. **Term of Declaration:** The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and the Project, and shall inure to the benefit of and shall be enforceable by the Owners and/or the Association and their respective legal representatives, successors-in-interest and permitted assigns, for a term of thirty-five years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten years, unless an instrument, signed by all of the then Owners and all of the mortgagees, has been recorded agreeing to terminate and change said covenants, conditions and restrictions in whole or in part.

36. **Condominium Act:** This Declaration is being entered into under and pursuant to the Uniform Condominium Act, Chapter 82, Sections 82.001 et seq., Texas Property Code, herein called the "Act". To the extent the terms and provisions of this Declaration conflict with the provisions and requirements of, or do not provide all of the requirements of, the Act, this Declaration shall be amended to comply with and meet such provisions and requirements (and the provisions of the Act shall govern), unless the Act permits or provides for this Declaration to alter the provisions of the Act in which case this Declaration shall govern.

37. **Owners' Compliance:** Each Owner, tenant or occupant of a Unit and their guests/invitees shall comply with the provisions of this Declaration, the By-laws of the Association, the Rules and Regulations adopted by the Association, and all lawful decisions and resolutions of the Association or its duly authorized representatives. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action by the Association to recover sums due for damages (including costs and reasonable attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with this Declaration shall be deemed to be binding on all Owners, their successors, and assigns.

38. **No Warranty of Enforceability:** Any Owner acquiring a Unit in the Highlander in reliance on one or more of the restrictive covenants, terms, or provisions of this Declaration shall assume all risks of the validity and enforceability thereof.

39. **Indemnification and Directors and Officer's Liability Insurance:** To the full extent permitted by the applicable provisions of Title 1, Chapter 8 of the Texas Business Organizations Code and other applicable law, the Association shall advance or reimburse expenses to and indemnify any present and former directors, officers, committee members, employees, and agents of the Association and persons serving or formerly serving at the request of the Association as directors, officers, employees, agents or similar functionaries of another foreign or domestic corporation, other enterprise or entity against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action suit or proceeding, because the person is or was acting in one of the capacities set forth above. The Association shall purchase adequate Directors and Officer's Liability Insurance and maintain adequate funds to cover the deductible.



The undersigned has executed this declaration effective the 14<sup>th</sup> day of August, 2013.

Highlanders Homeowner's Association

By Ellen R. Connelly  
Its: President

THE STATE OF TEXAS

§

COUNTY OF KERR

§

This instrument was acknowledged before me on August 14, 2013, by  
Ellen R. Connelly, as President of the Highlander Homeowner's Association.  
Cathy A. Barker  
Notary Public, State of Texas

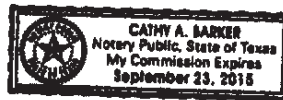


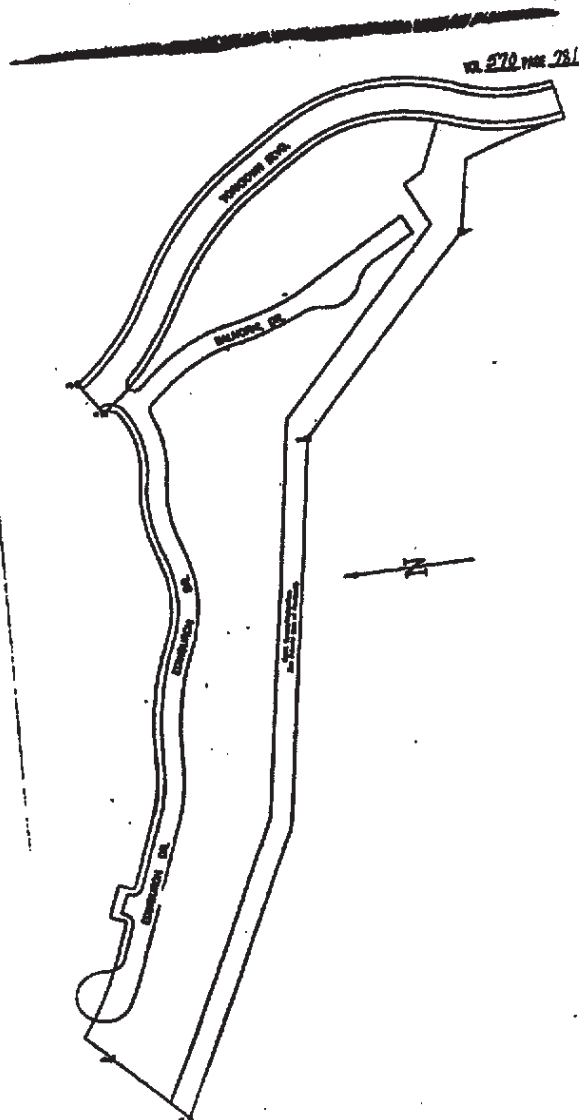
EXHIBIT "A"

- I. Legal description of land is that certain land described in and made the subject of that certain plat of the Highlander Phase 1A according to the plat thereof recorded in Volume 5, Page 32, Plat Records, Kerr County, Texas.
- II. Legal description of Units and map of plan of Units is set forth on subsequent pages of this Exhibit A, and the reference points therein are the same as shown on the plat referenced in I above.
- III. Legal description of open space/recreation area, which is part of the Common Areas is described on subsequent pages of this Exhibit A.



Exhibit "A", continued

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FIELD NOTES

BEGINNING at a concrete monument for the west corner of the herein described tract, same being the west corner of The HIGHLANDER, Phase I, and filed in the Plat Records of Kerr County, Texas in Volume 6, Page 32;

THENCE N 48-31-00 E, 37.50 feet to a point for the north corner of this tract.

THENCE S 63-20-06 E, 470.65 feet to a point;

THENCE S 80-00-00 E, 617.21 feet to a point;

THENCE S 46-19-00 E, 376.16 feet to a point;

THENCE N 62-18-41 E, 70.31 feet to a point;

THENCE S 28-59-11 E, 34.62 feet to a point;

THENCE S 66-00-07 E, 70.20 feet to a point in a curve to the right for the west right-of-way line of Yorktown Blvd.;

THENCE along the west right-of-way line and curve to the right with the following parameters: Delta = 3-07-52 Tangent = 7.38  
Radius = 270.00 Bearing = S 18-31-04 W  
Arc = 14.78 Chord = 14.78

to the point of reverse curvature and the beginning of a curve to the left;

THENCE along the west right-of-way line and curve to the left with the following parameters: Delta = 31-00-00 Tangent = 81.52  
Radius = 330.00 Bearing = S 4-35-00 W  
Arc = 178.55 Chord = 178.38

to an iron pin for the south corner of this tract and the south corner of The HIGHLANDER, Phase I, same also being the northwest corner of a subdivision named YORKTOWN, Phase I;

THENCE departing the right-of-way along a non-tangent curve to the left with the following parameters: Delta = 9-41-27 Tangent = 81.13  
Radius = 957.01 Bearing = N 18-45-44 W  
Arc = 161.87 Chord = 161.87

to an iron pin;

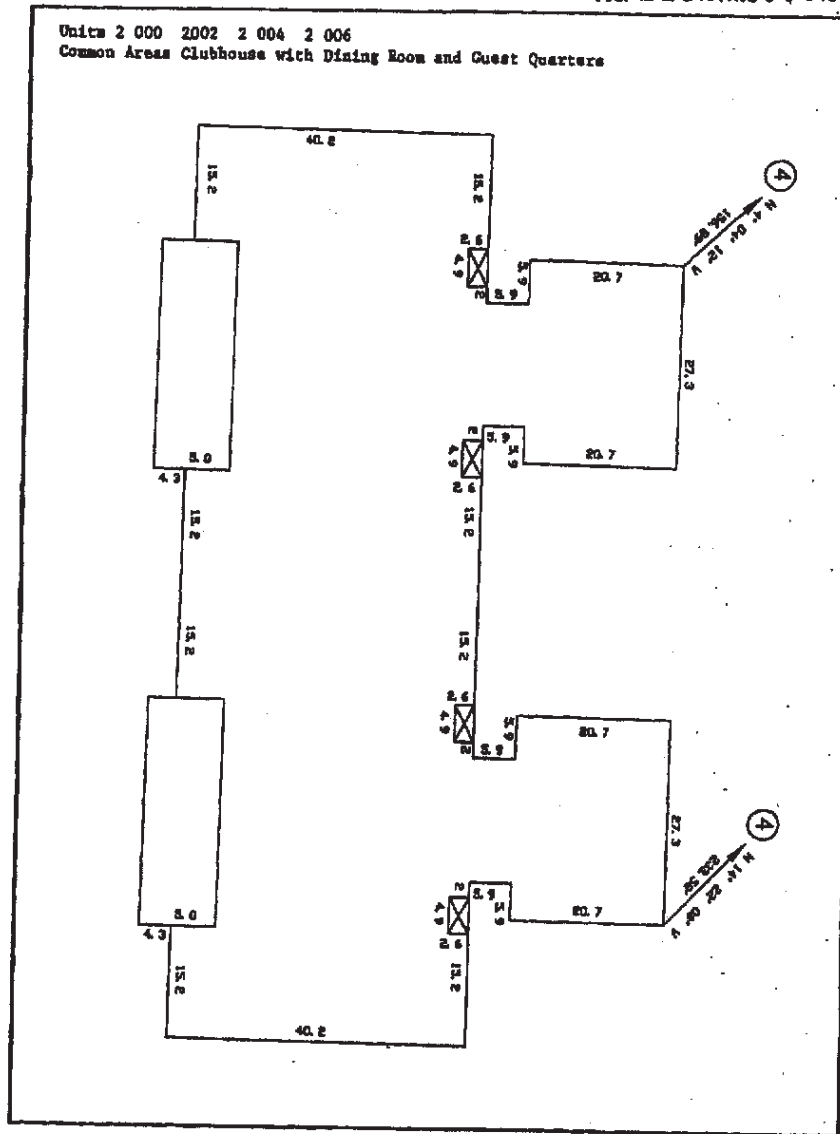
THENCE N 79-05-12 W, 106.29 feet to a concrete monument;

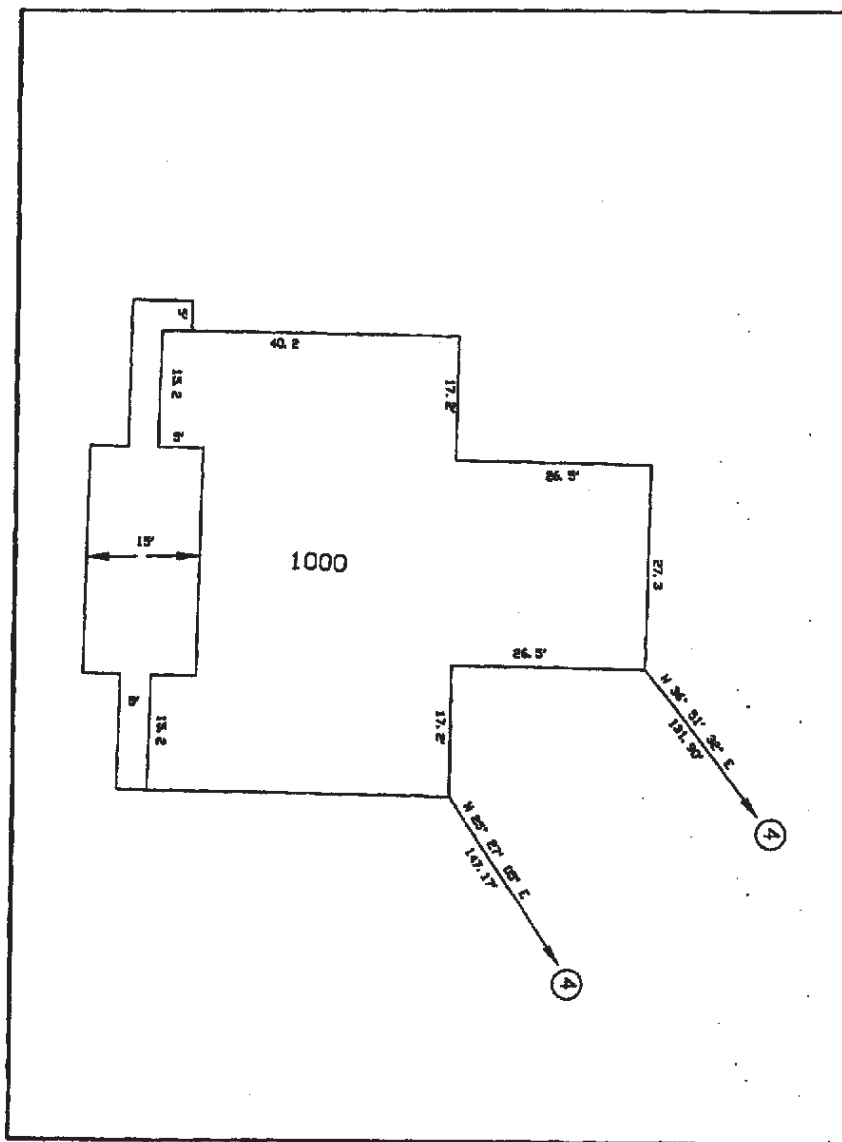
THENCE N 45-19-00 W, 400.00 feet to a concrete monument;

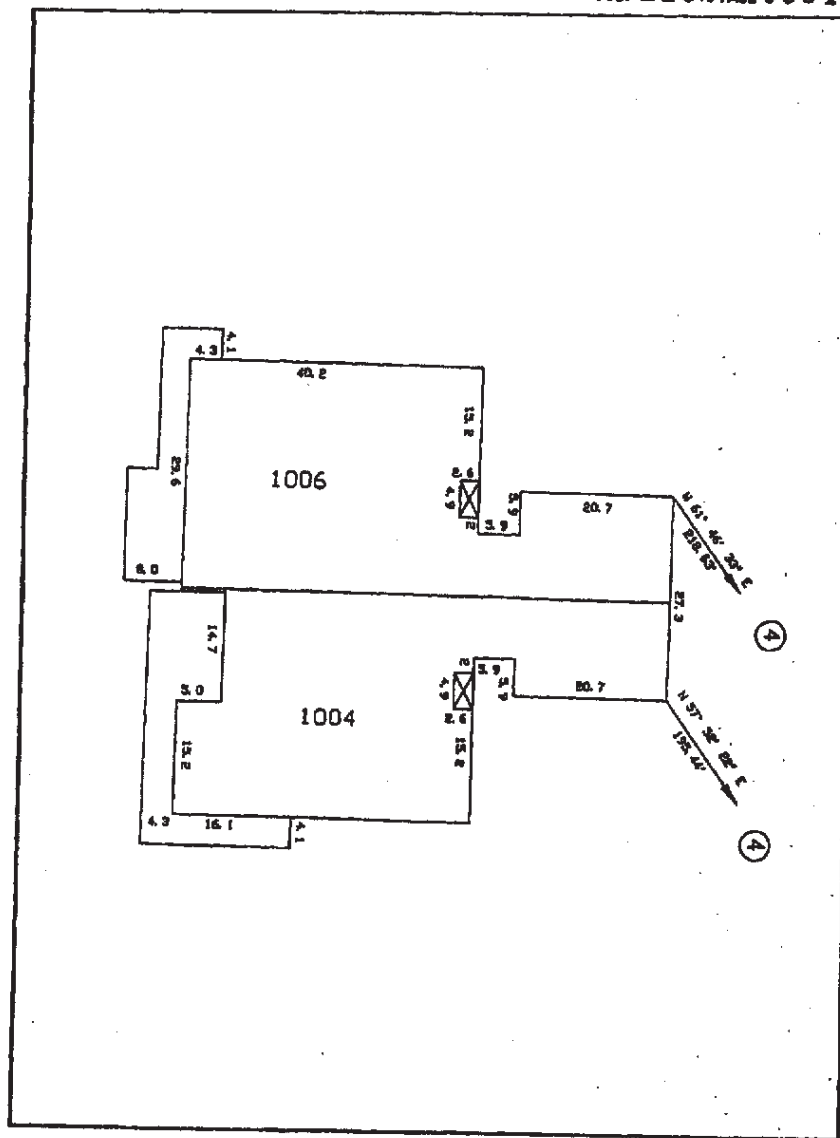
THENCE N 80-00-00 W, 600.00 feet to a point;

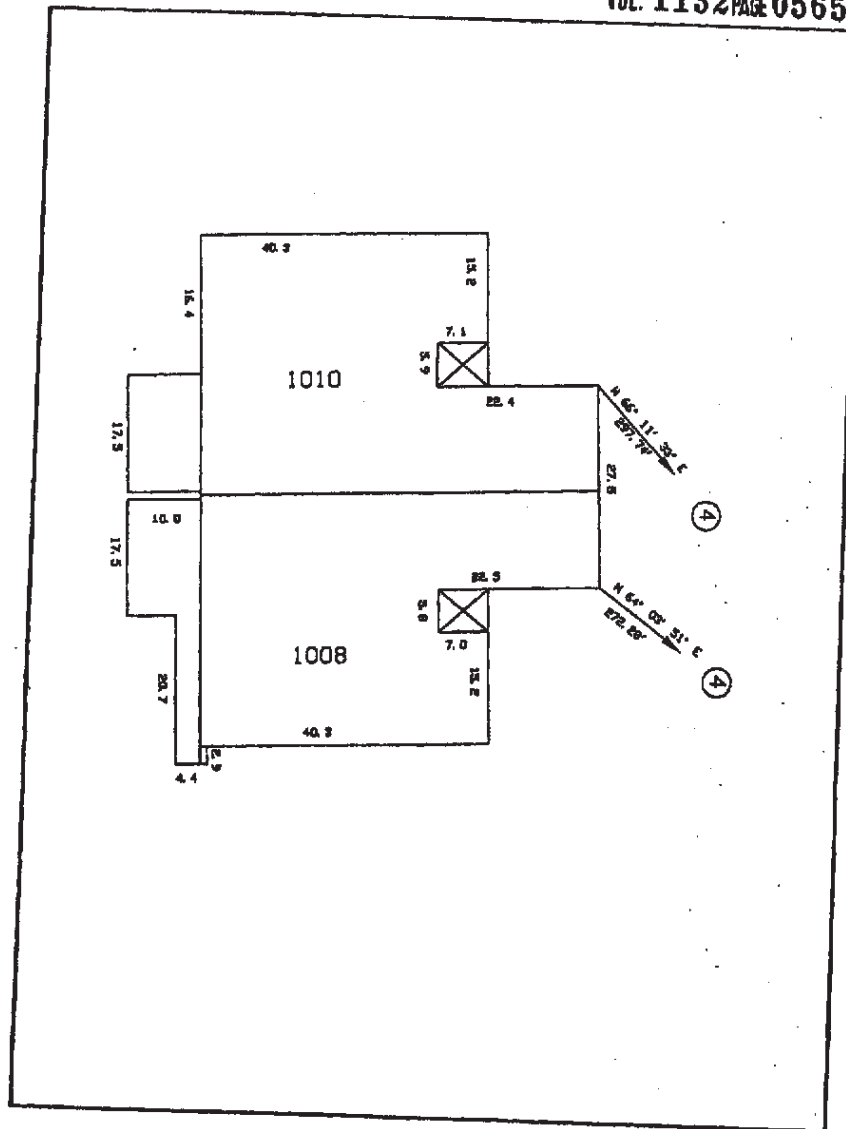
THENCE N 63-20-06 W, 483.73 feet to the PLACE OF BEGINNING and containing 1.50 acres of land.

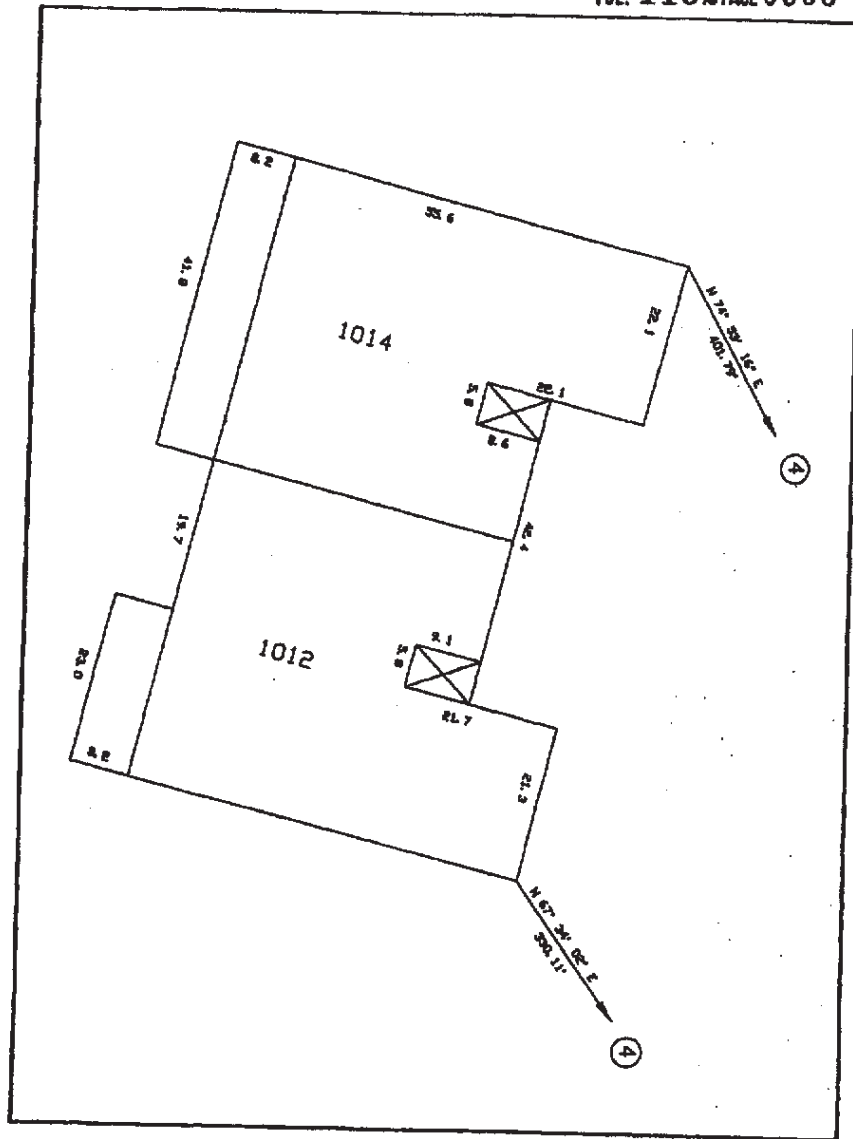
Units 2 000 2002 2 004 2 006  
Common Areas Clubhouse with Dining Room and Guest Quarters

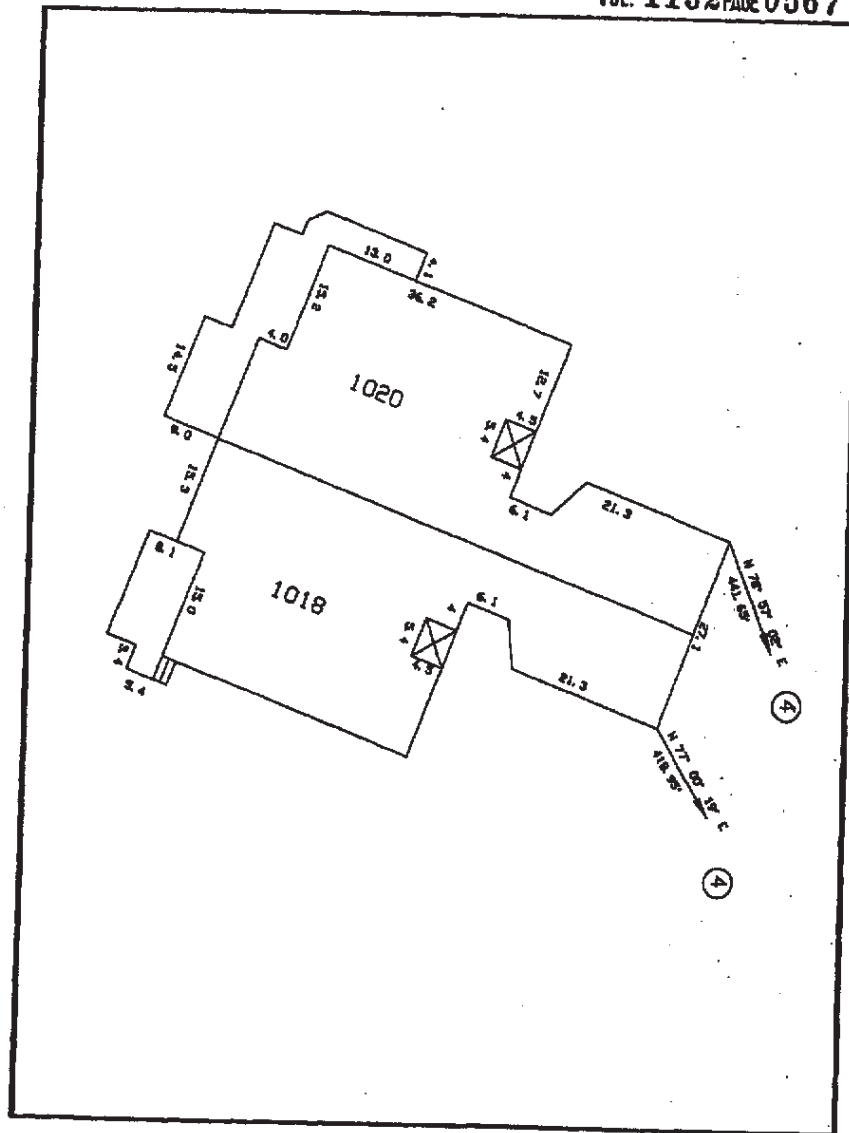




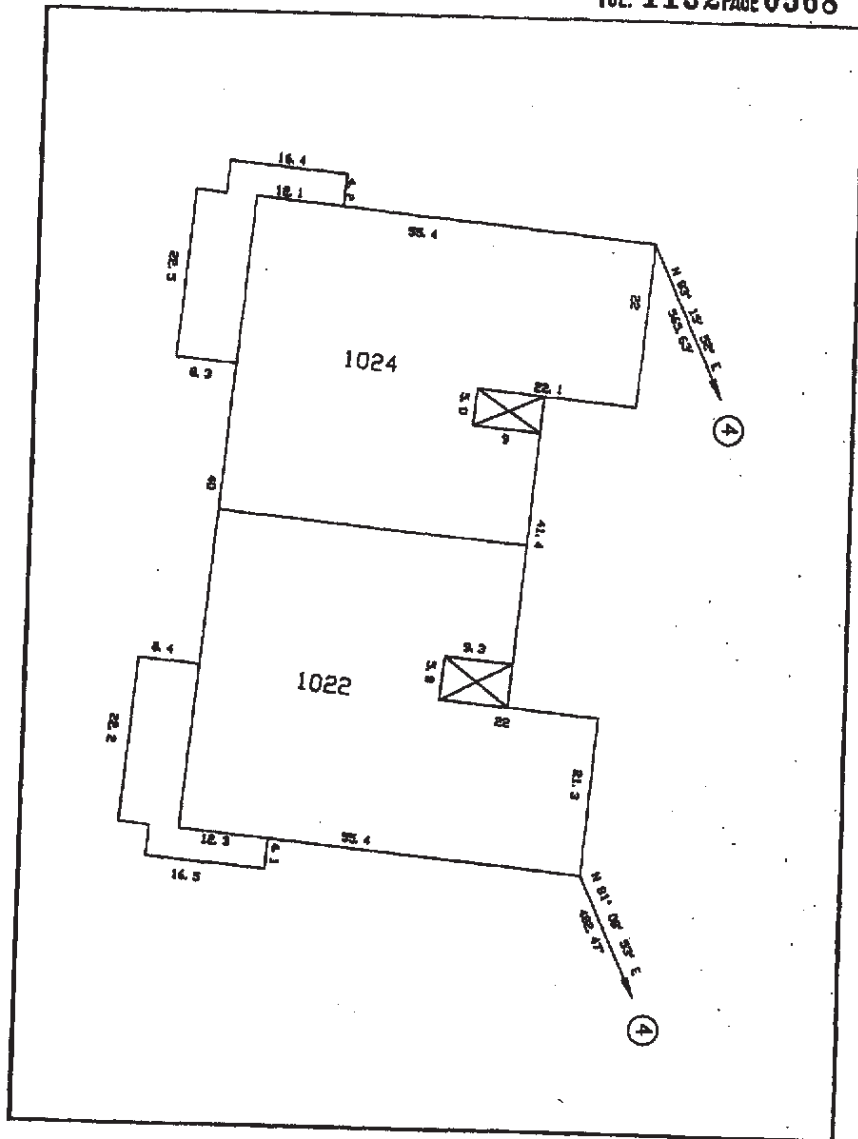


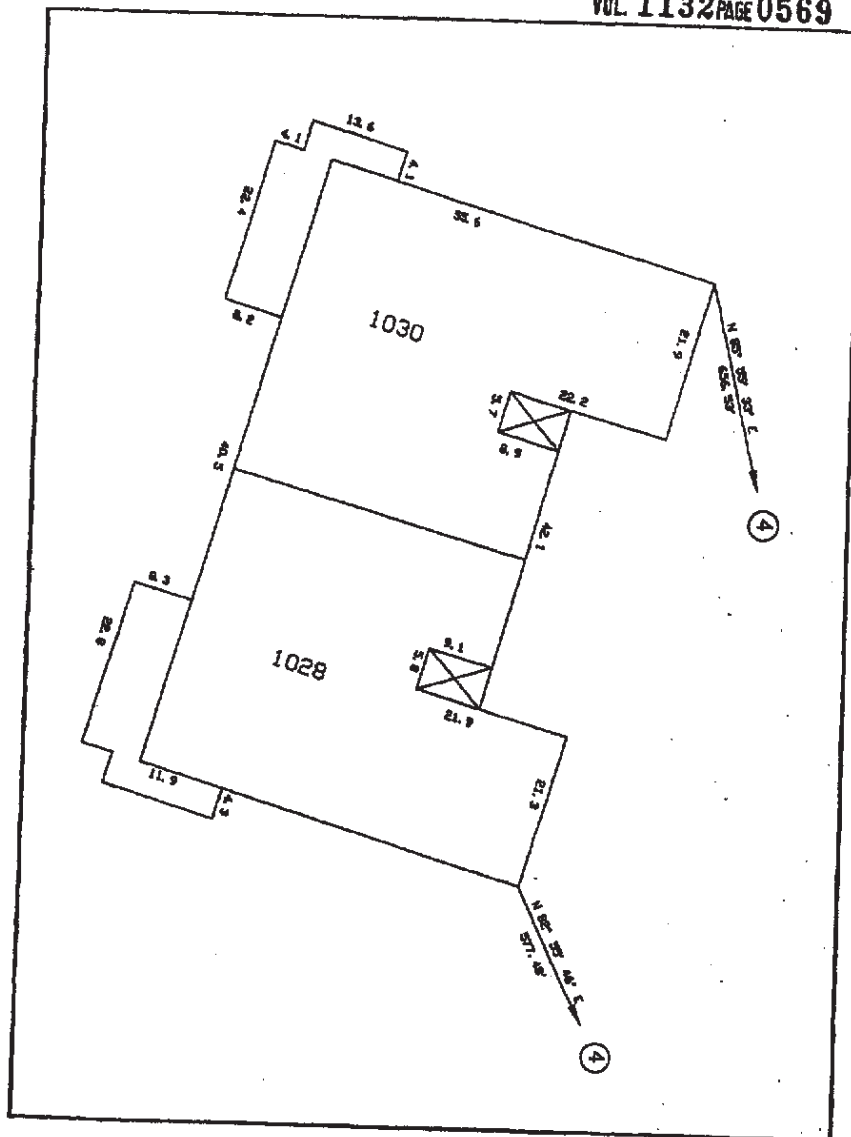


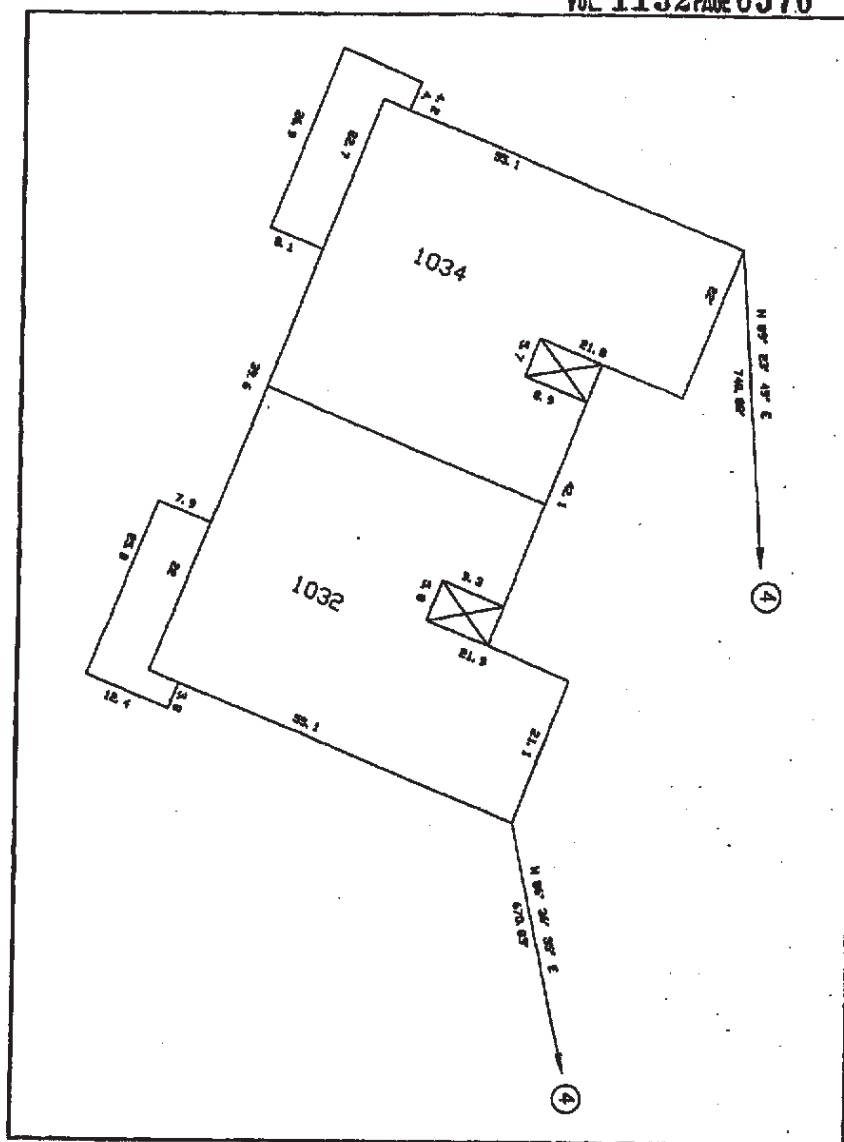


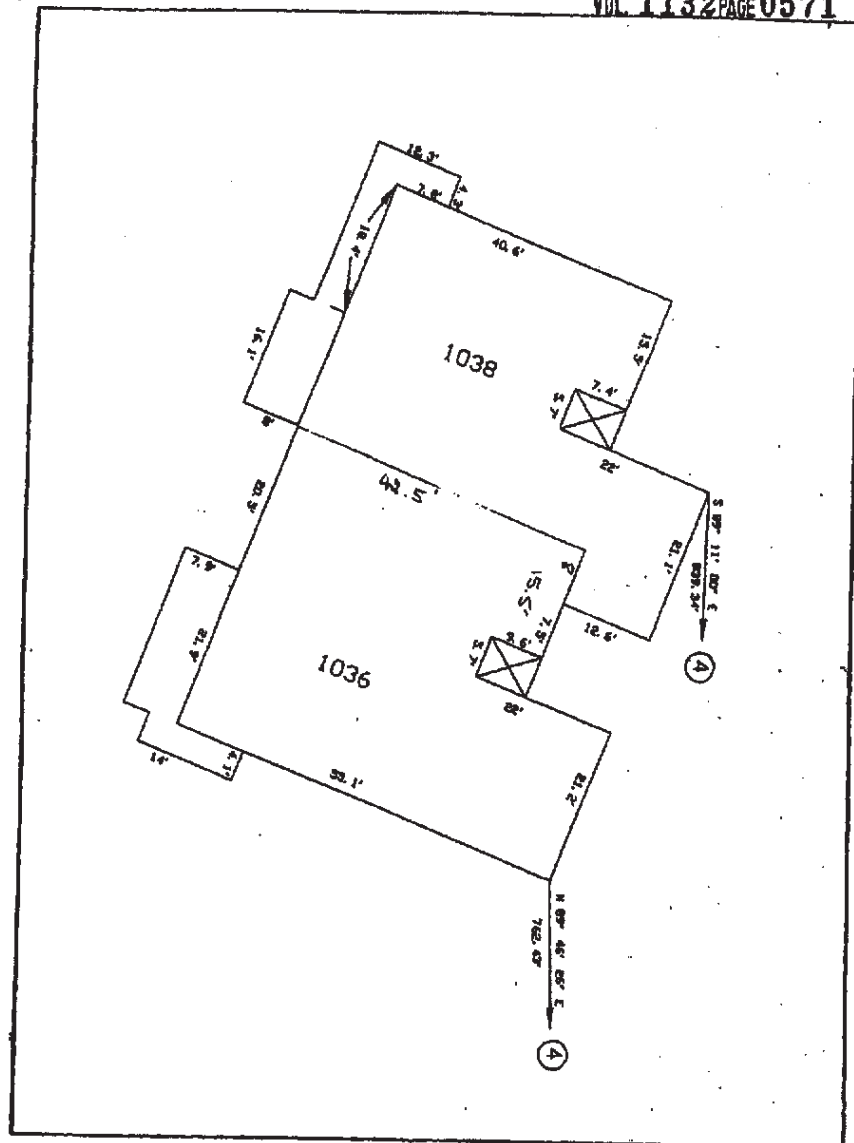


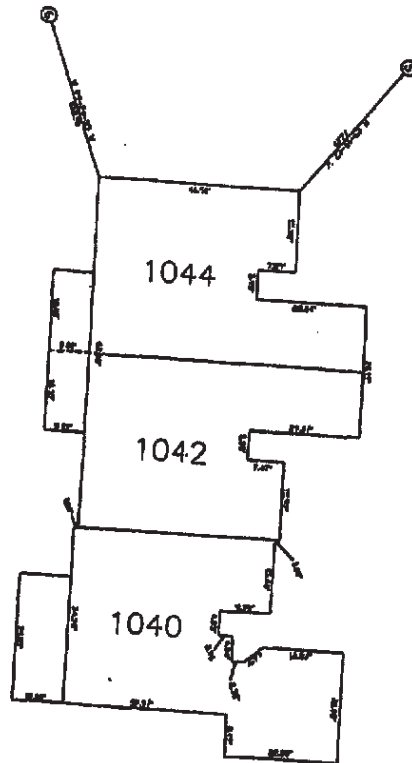






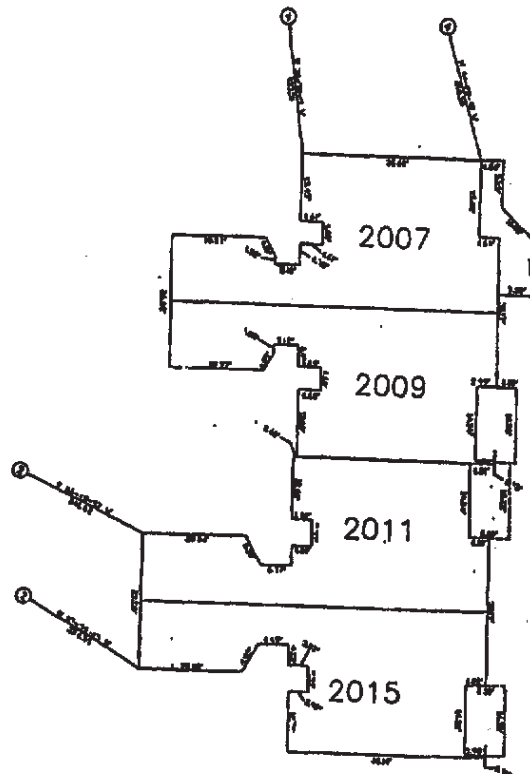






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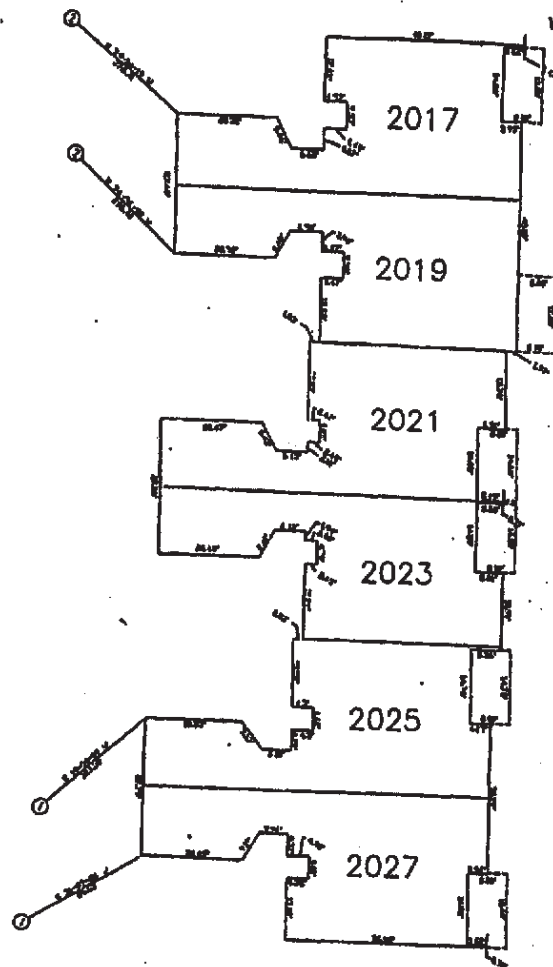


EXHIBIT "B"

PERCENTAGE OWNERSHIP  
And  
COMMON INTEREST

THE HIGHLANDER PHASE 1A

<u>Addresses of Units</u>	<u>Percentage Ownership And Common Interest</u>
Edinburgh Drive:	
1000 Undeveloped Unit	3.61%
1004 Residential Unit	3.21%
1006 Residential Unit	3.21%
1008 Residential Unit	3.21%
1010 Residential Unit	3.21%
1012 Residential Unit	3.54%
1014 Residential Unit	3.54%
1018 Residential Unit	3.21%
1020 Residential Unit	3.21%
1022 Residential Unit	3.54%
1024 Residential Unit	3.54%
1028 Residential Unit	3.54%
1030 Residential Unit	3.54%
1032 Residential Unit	3.54%
1034 Residential Unit	3.54%
1036 Residential Unit	3.54%
1038 Residential Unit	3.21%



1040 Residential Unit	3.54%
1042 Residential Unit	3.21%
1044 Residential Unit	3.21%
Balmoral Drive:	
2007 Residential Unit	3.21%
2009 Residential Unit	3.21%
2011 Residential Unit	3.21%
2015 Residential Unit	3.21%
2017 Residential Unit	3.21%
2019 Residential Unit	3.21%
2021 Residential Unit	3.21%
2023 Residential Unit	3.21%
2025 Residential Unit	3.21%
2027 Residential Unit	<u>3.21%</u>
TOTALS	100.00%

2000 Balmoral Drive:

Units 2000, 2002, 2004, 2006 are Common Areas, Clubhouse with Dining Room and Guest Quarters, subject to the terms, provisions and rights which are set forth in documents of record and which pertain to such Units.

### EXHIBIT "C"

- \* The purpose of this exhibit is to demonstrate the methodology to be used in determining monthly assessments and occupation fees. Actual dollar amounts for any given year will vary depending on budgeted expenses and number of Units.

#### EXAMPLE OF CALCULATION OF MONTHLY ASSESSMENTS

##### Assumptions:

1.	Total estimated costs and reserve fund allocation needed to fund budget	--	\$128,600
2.	Anticipated income other than monthly assessments	--	\$2,600
3.	Total Units	--	29
4.	Small Units	--	19
5.	Large Units	--	10

##### Step 1. -- Determine funds needed from monthly assessments

1.	Total funds needed (Assumption 1)	--	\$128,600
2.	Anticipated income other than monthly assessments (Assumption 2)	--	\$2,600
3.	Funds needed from monthly assessments	--	\$126,000

##### Step 2. -- Determine amount of 5% surcharge on large Units

1.	5% of \$126,000 (Step 1.3)	--	\$6,300
2.	\$6300 ÷ 10/29 (Assumption 5 & 3)	--	\$2,172.41
	Annual fees generated by 5% surcharge		

##### Step 3. -- Determine monthly fees needed from small unit owners

1.	Total funds needed from all unit owners (Step 1.3)	--	\$126,000
2.	Less 5% surcharge to large unit owners (Step 2.2)	--	- \$2,172.41
3.	Annual funds needed from small unit owners	--	\$123,827.59
4.	Monthly assessment to small unit owner $\$123,827.59 \div 29 \div 12$	--	\$355.82
5.	Rounded to nearest dollar	--	\$356

##### Step 4. -- Determine monthly fees needed from large unit owners

1.	Monthly assessment to small unit owner (Step 3.4)	--	\$356
2.	Large unit surcharge (105%)	--	\$373.80
3.	Rounded to nearest dollar	--	\$374

### EXAMPLE OF CALCULATION OF MONTHLY OCCUPATION FEE

#### Assumptions:

1. 1 additional occupant over 1
2. 2 additional occupants over 1
3. 3 additional occupants over 1

#### Step 1. -- Assumption 1 above

- |   |    |        |
|---|----|--------|
| 1. Small unit monthly assessment                                  | -- | \$356  |
| 2. Monthly occupation fee for Assumption 1 above<br>(2% of \$356) | -- | \$7.12 |
| 3. Rounded to nearest dollar                                      | -- | \$7    |

#### Step 2. -- Assumption 2 above

- |  |    |         |
|--|----|---------|
| 1. Small unit monthly assessment                                 | -- | \$356   |
| 2. Monthly occupation fee for Assumption 2 above<br>(2 x \$7.12) | -- | \$14.24 |
| 3. Rounded to nearest dollar                                     | -- | \$14    |

#### Step 3. -- Assumption 3 above

- |  |    |         |
|--|----|---------|
| 1. Small unit monthly assessment                                 | -- | \$356   |
| 2. Monthly occupation fee for Assumption 3 above<br>(3 x \$7.12) | -- | \$21.36 |
| 3. Rounded to nearest dollar                                     | -- | \$21    |

**Exhibit "D"**

**AGE AND OCCUPANCY CERTIFICATION**

**HIGHLANDER CONDOMINIUM SUBDIVISION,  
A 55 OR OVER COMMUNITY**

Pursuant to the Housing for Older Persons Act, 1995 Pub.L.No. 104-76, 109 Stat. 787 and Title 24, Code of Federal Regulations, Part 100,  
Subpart B-Housing for Older Persons  
24 C.F.R. P 100.307-Verification of Occupancy

Highlander Condominium Subdivision (HCS) is a "55 or Over" community, and therefore under federal law at least eighty percent (80%) of the Units of the Condominium must be occupied at all times by at least one (1) person who is 55 years of age or older. As required by the Declaration of the Highlander Owners Association (HOA), and by the Bylaws and the Rules and Regulations of the HOA, this Age and Occupancy Certification must be completed by an adult occupant of each unit upon the transfer of any unit of the Condominium, and also at least once every two (2) years thereafter in order to comply with federal law. Accordingly, by signing below, the undersigned hereby certifies the following information to be true and correct:

1. **Unit Number.** The undersigned is a member of the house of Unit # and street \_\_\_\_\_ (the Unit);
2. **Certification by Adult Occupant.** The undersigned is currently an occupant of the Unit and is 18 years of age or older.
3. **Age and Occupancy Certification.** The undersigned certifies that the Unit is occupied by at least one person who is 55 years of age or older. The names and birth dates of all current occupants of the Unit (including the undersigned) are listed below, and acceptable Proof of Age \* for each occupant has been provided as indicated.

**OCCUPANT #1**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.: \_\_\_\_\_

**OCCUPANT #2**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.: \_\_\_\_\_

**OCCUPANT #3**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.: \_\_\_\_\_

**OCCUPANT #4**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.: \_\_\_\_\_

(FOR ADDITIONAL OCCUPANTS, PLEASE LIST INFORMATION ON REVERSE)

\*The following are acceptable forms of documentation for Proof of Age: (1) Driver's License; (2) Birth Certificate; (3) Passport; (4) Immigration Card; (5) Military Identification; (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) IN LIEU of attaching copies of the foregoing, Proof of age may be provided by confirming the form of identification and corresponding License No., Certificate No., etc., as noted above. IF NOT PREVIOUSLY PROVIDED AND ON FILE WITH THE HOA, PROOF OF AGE FOR EACH OCCUPANT MUST BE PROVIDED HEREWITH.

Printed Name \_\_\_\_\_  
Unit # and Street \_\_\_\_\_  
(Occupant Providing Certification)

Date \_\_\_\_\_

Signature \_\_\_\_\_  
(Occupant Providing Certification)

**EXHIBIT "E"**

**SUPPLEMENT AND CONSENT OF UNIT OWNERS TO AMEND AND RESTATE  
CONDOMINIUM DECLARATION AND MASTER DEED FOR THE  
HIGHLANDER**

This Supplement and Consent is made and entered into by the undersigned, who are owners of units in The Highlander (herein so called) which is a condominium development created by the Condominium Declaration and Master Deed recorded in Volume 570, Page 757, Real Property Records, Kerr County, Texas, as thereafter amended in restated in that certain Amended and Restated Condominium Declaration and Master Deed recorded in Volume 1132, Page 540, Real Property Records, Kerr County, Texas ("Declaration").

Under and pursuant to the Declaration, the undersigned have reviewed, approved, and consented to the Amended and Restated Condominium Declaration and Master Deed for The Highlander ("Amended and Restated Declaration") and in connection therewith and to supplement and complete the Amended and Restated Declaration hereby agree as follows:

1. This Supplement and Consent may be attached to and incorporated in the Amended and Restated Declaration by the Board of Directors of the Highlander Owner's Association ("Association").

*[signature pages follow]*

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

Lana Hoffman  
Name (printed)

Lana Hoffman  
Signature

2007  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

2007 Belmaralee  
Kerrville, TX 78628

8/27/13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27/, 2013 by

Lana Hoffman



Cathy Barker  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Patricia Davis  
Name (printed)

Patricia Davis  
Signature

2009  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/27/13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Patricia Davis



Cathy A. Barker  
Notary Public, State of Texas

**OR**

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Joan B. Londot  
Name (printed)

Joan B. Londot  
Signature

2011  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/27/12  
Date

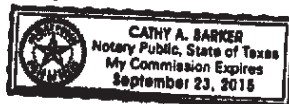
**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Joan B. Londot



Cathy A. Barker  
Notary Public, State of Texas

**OR**

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

Wilma M. Zimmer Wilma M. Zimmer 2015  
Name (printed) Signature Unit #

\_\_\_\_\_  
Name (printed) Signature Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_

8/27/13  
Date

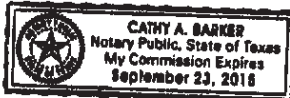
Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27, 2013 by

Wilma Zimmer



Cathy A. Barker  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

SANDRA SLATER  
Name (printed)

Sandra Slater  
Signature

2019 BALMORAL  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

1000 WOLF PASS  
EDDIE, TX 78624

9/5/13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

Michelle Smith  
Signature of Witness

Michelle Smith  
Printed Name

180 Mackay Drive Kennel 24 78028  
Address of Witness

9-5-2013  
Date

Kambra Derrin  
Signature of Witness

Kambra Derrin  
Printed Name

311 First St Center Point TX 78010  
Address of Witness

9-5-13  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

LAURA ROTH Laura Roth 2021  
Name (printed) Signature Unit #

\_\_\_\_\_  
Name (printed) Signature Unit #

Address:

2021 Balmeral 8-27-13  
Kerrville, Tx 78028 Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Laura Roth



Cathy A. Barker  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current legal owner of the Unit described.

KERWIN L. FORRESTER  
Name (printed)

Signature

2023  
Unit #

MARY T. FORRESTER  
Name (printed)

Signature

2023  
Unit #

Address:

2023 BALMORAL DR.  
KERRVILLE, TX 78048

8/27/13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27, 2013 by

Kerwin & Mary Forrester



Cathy A. Barker  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

Signature of Witness

Address of Witness

Printed Name

Date

Signature of Witness

Address of Witness

Printed Name

Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

<u>Rebecca M. McFadden</u>	<u>Rebecca M. McFadden</u>	<u>2025</u>
Name (printed)	Signature	Unit #
<u>D. Bruce McFadden</u>	<u>D. Bruce McFadden</u>	<u>2025</u>
Name (printed)	Signature	Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
Date 8/27/13

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by  
Rebecca & Bruce McFadden.



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Paul Doyle  
Name (printed)

[Signature]  
Signature

2027  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_

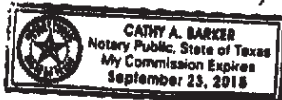
8/27/13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by Paul Doyle



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current legal owner of the Unit described.

NORATCO INC.

Name (printed)

*David L. Jackson*  
Signature Attorney

1000

Unit #

Name (printed)

Signature

Unit #

Address:

820 Main

Kerrville, Texas  
78028

8/27/13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on August 27, 2013 by  
David L. Jackson, Attorney of Noratco, Inc., a Texas  
corporation on behalf of said corporation.

Donna K. Rittmann  
Notary Public, State of Texas



OR

Acknowledgment of Signature by Witness

Signature of Witness

Address of Witness

Printed Name

Date

Signature of Witness

Address of Witness

Printed Name

Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

John S. Lacy  
Name (printed)

[Signature]  
Signature

1004 Edinburgh  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

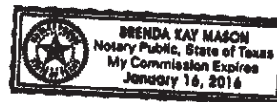
5300 Lake Linderoand  
Waco, Tex 76710

8-21-13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §



This instrument was acknowledged before me on August 21, 2013 by  
Brenda mason

Brenda mason  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

Beth Slovak  
Signature of Witness

Beth Slovak  
Printed Name

5489 Ft. Graham Rd West, Tx 76691  
Address of Witness

August 22, 2013  
Date

Cathy Oliver  
Signature of Witness

Cathy Oliver  
Printed Name

4212 Village Oak, Waco, TX 76710  
Address of Witness

08/22/2013  
Date



SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

WALTER PARKER JR LODGE 1006  
Name (printed) Signature Unit #  
W  
Name (printed) Signature Unit #

Address:  
459 Vickitung Ave 8/27/13  
Kerrville, TX 78028 Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 20 13 by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

OR  
Acknowledgment of Signature by Witness

[Signature]  
Signature of Witness  
MARION ARROD  
Printed Name

1006 Edinburg Dr, Kerrville, TX  
Address of Witness  
8/27/13 78028  
Date

[Signature]  
Signature of Witness  
BETH FLINTON  
Printed Name

203 Ranchero Rd Kerrville, Tx  
Address of Witness  
8/27/13 78028  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

JEAN B. NEWELL  
Name (printed)

Jean B. Newell  
Signature

1008 E  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

1008 Edwardsburg  
Kerrville, TX 78028

8-27-13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

OR  
Acknowledgment of Signature by Witness

JACQUES DUHR  
Signature of Witness

JACQUES DUHR  
Printed Name

1712 JEFFERSON ST. KERRVILLE  
Address of Witness

8/27/2013  
Date

DONNA R. BROWN  
Signature of Witness

DONNA R. BROWN  
Printed Name

139 Spring Branch Dr. Kerrville  
Address of Witness

8-27-13  
Date

**SIGNATURE**

By signing below, I represent that I am the current, legal owner of the Unit described.

Ellen R. Connelly  
Name (printed)

Ellen R. Connelly  
Signature

1010  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

1010 Edinburgh Drive  
Kerrville TX 78028

August 14, 2013  
Date

**Acknowledgment**

THE STATE OF TEXAS

§

COUNTY OF KERR

§

This instrument was acknowledged before me on August 14, 2013 by  
Ellen R. Connelly.



Cathy A. Barker  
Notary Public, State of Texas

**Acknowledgment**

THE STATE OF TEXAS

§

COUNTY OF KERR

§

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

PATRICIA FERGUSON  
Name (printed)

Patricia Y. Ferguson  
Signature

1012  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8-27-13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27-13, 2013 by

Patricia Ferguson



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

<u>Berulah D. Huggins</u>	<u>Berulah D. Huggins</u>	<u>1014</u>
Name (printed)	Signature	Unit #
<u>Bill Huggins</u>	<u>Bill Huggins</u>	<u>1014</u>
Name (printed)	Signature	Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
Date 8/27/13

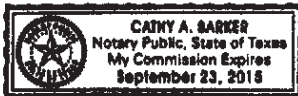
**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Berulah & Bill Huggins



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Janet W Batjer  
Name (printed)

Janet W Batjer  
Signature

1020  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

4765 Bowser Ct.  
Dallas TX 75219

08/21/2013  
Date

**Acknowledgment of Notary**

The State of Texas §  
County of Dallas §

This instrument was acknowledged before me on August 21, 2013 by

Janet Batjer



Lila Reed  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

CAROL GREENE  
Name (printed)

Carol Greene 1022  
Signature Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

1022 Edinburg Dr.  
Kerrville, TX 78028

08/23/2013  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

[Signature]  
Signature of Witness

ALAN J. PETHICK  
Printed Name

1022 Edinburg Drive Kerrville, Tx 78028  
Address of Witness

08/23/2013  
Date

[Signature]  
Signature of Witness

Karleen J. White  
Printed Name

31 Nazareth Dr Augusta ME 04330  
Address of Witness

08/23/2013  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

LYDIE B. BOTHMER  
Name (printed)

Lydie B. Bothmer  
Signature

1030  
Unit #

EVELYN T. BOTHMER  
Name (printed)

Evelyn T. Bothmer  
Signature

1030  
Unit #

Address:

1030 EDINBURGH DRIVE  
KERRVILLE, TX 78028

8-19-13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

Priscilla Tremayne  
Signature of Witness

PRISCILLA TREMAINE  
Printed Name

David T. Ewing  
Signature of Witness

DAVID T. EWING  
Printed Name

911 Long Lane - Kerrville  
Address of Witness

8-19-13  
Date

2022 VISTA RIDGE KERRVILLE  
Address of Witness

8/19/13  
Date



**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Melinda Wasson  
Name (printed)

Melinda Wasson  
Signature

1032  
Unit #

JAMES WASSON  
Name (printed)

James Wasson  
Signature

1032  
Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/27/2013  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Melinda & James Wasson.



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

Albert O. Spencer Jr  
Name (printed)

Albert O. Spencer Jr  
Signature

1034  
Unit #

Phyllis N. Spencer  
Name (printed)

Phyllis N. Spencer  
Signature

1034  
Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

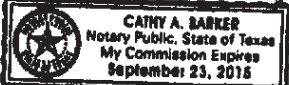
8-27-13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by  
Albert & Phyllis Spencer.



Cathy A. Barker  
Notary Public, State of Texas

OR  
Acknowledgment of Signature by Witness

Signature of Witness

Address of Witness

Printed Name

Date

Signature of Witness

Address of Witness

Printed Name

Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

JANELLE R. MILES  
Name (printed)

*Janelle R. Miles*  
Signature

1036  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8-27-13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

*Janelle R. Miles*



*Cathy A. Barker*  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

LORINE TREUMER  
Name (printed)

Lorine Treumer  
Signature

1038  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8-27-2013  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27/ 2013 by

Lorine Treumer



Cathy A. Barker  
Notary Public, State of Texas

OR  
Acknowledgment of Signature by Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

GENEVIEVE THOMAS Demetrius Thomas 1040  
Name (printed) Signature Unit #  
Alan R. Massey Alan R. Massey 1040  
Name (printed) Signature Unit #

Address: 1040 EDINBURGH DR 8/22/13  
KERRVILLE, TEXAS Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on August 22, 2013 by  
Genevieve Thomas and  
Alan R. Massey



Cathy A. Barker  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

[Signature]  
Signature of Witness  
Jon Landfield  
Printed Name

4504 Ainsworth Cir  
Address of Witness  
8/22/13  
Date

\_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address of Witness  
\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Rochelle Dainas  
Name (printed)

Rochelle Dainas  
Signature

1042  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/27/13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27, 2013 by

Rochelle Dainas.



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

EILEEN K. COOPER      Eileen K. Cooper      1044  
Name (printed)      Signature      Unit #

\_\_\_\_\_  
Name (printed)      Signature      Unit #

Address:

220 HARPER RD.      August 17, 2013  
KERRVILLE TX 78028      Date

Acknowledgment of Notary

The State of Texas    §

County of Kerr      §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

Bernadette Jones  
Signature of Witness

220 Harper Rd.  
Address of Witness

Bernadette Jones  
Printed Name

08/19/13  
Date

Jane Stanton  
Signature of Witness

220 HARPER RD  
Address of Witness

JANE STANTON  
Printed Name

8-19-2013  
Date

**Filed by and Return to:**

**Alan Massey**

**1040 Edinburgh Dr**

**Kerrville TX 78028**

FILED AND RECORDED  
At 1:21 o'clock P.M.  
STATE OF TEXAS  
COUNTY OF KERR



SEP 06 2013

NOTARY PUBLIC STATE OF TEXAS, My Comm. Expires 09/09/2015  
sequence on the date and time stamped herein by me and was  
recorded in the Public Records of Kerr County, Texas.  
Notary Public, Kerr County Clerk  
Debut



October 27, 2012

12 - 6842

**AMENDMENT AND CONSENT TO AMEND THE CONDOMINIUM DECLARATION  
AND MASTER DEED FOR THE HIGHLANDER**

This amendment and consent is made and entered into by the undersigned, who are owners of units in the Highlander, amendment applying to the Condominium Declaration and Master Deed recorded in Volume 1132, Page 0540, et seq., Real Property Records, Kerr County, Texas.

**#27. Condominium Act.** This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, U.T.C.A., PROPERTY Code, Section **82.001**, et seq., herein called the "ACT." To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The Owners of Units in the Highlander Condominium Subdivision hereby authorize the change to the Condominium Declaration and Master Deed recorded in Volume 1132, Page 0540, et seq., to adopt the Uniform Condominium Act, Chapter 82, et seq., and all reference, in said Condominium Declaration and Master Deed, to the "ACT" shall be the Uniform Condominium Act, Chapter 82, et seq.

This undersigned have executed this Amendment to the Amended and Restated Declaration, Volume 1132, Page 0540, et seq., Real Property Records, Kerr County, Texas, effective as of the 29<sup>th</sup> day of October, 2012.

Highlanders Owners' Association

  
Joyce M. Berthelsen

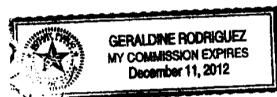
10-29-12  
Date

Highlander Owners' Association-President

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF KERR

This instrument was acknowledge before me on October 29, 2012, by Joyce M. Berthelsen, President, HIGHLANDER OWNER'S ASSOCIATION.



  
Notary Public, State of Texas

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10/18/2012UNIT # 1042 Edinburg

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

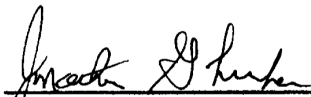
On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes☐ No  
Signature1042 EDINBURG DR  
Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE Oct. 27, 2012UNIT # 1040 Edinburgh

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes☐ NoAlan R. Marney  
Signature1040 Edinburgh Dr, Kerrville, TX 78028  
Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-2012UNIT # 1038

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes☐ No

Lorrie Freeman  
Signature

1038 Edinburgh  
Address Herrville, TX.

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-12 UNIT # 1034

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Albert D. Spence Jr. 1034 Edinburgh Dr  
Signature Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10/27/12 UNIT # 1032

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Melinda Wason  
Signature

1032 Edinburgh Dr.  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-12

UNIT # 1030 EDINBURGH DR

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Erlynn Bothmer 1030 Edinburgh Dr.  
Signature Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-18-12UNIT # 1028

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes☐ No

Signature

Address

Michael J. Shaw Edinburgh Dr



**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-12UNIT # 1020

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes☐ No

Mattilyn (Pete) Wright  
Signature

1020 Edinburgh  
Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE /0-18-12UNIT # /012

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

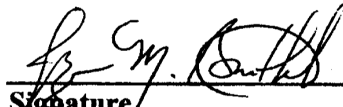
Do you approve?



Yes



No

  
Signature

1012 Edinburgh Dr.  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE Oct 14 2012UNIT # 1016

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?



Yes



No

Ellen L. Connelly  
Signature

1016 Edinburgh Drive  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-23-12UNIT # 1008

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes☐ No

James B. Newell  
Signature

1008 Edinburgh  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-23-12UNIT # 1006

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Aracely Pardo  
Signature

1006 Edinburg  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10/18/2012 UNIT # 2027

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

  
Signature  
PAUL Doyle

2027 BALMORAL DR  
Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-12 UNIT # 2023

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes

☐ No

Mary J. Arrester  
Signature

2023 Balmoral Dr.  
Address

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 12-27-12UNIT # 2021 Balmoral

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?



Yes



No

Laura Roth

Signature

2021 Balmoral Dr

Address



**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10/22/2012 UNIT # 2019

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section **82.001**, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

**Do you approve?**

☒ **Yes**

**No**

  
**Sandra E Slater**

**2019 Balmoral Dr**

**Signature**

**Address**

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-22UNIT # 2017

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

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Do you approve?

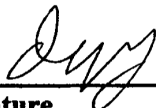


Yes



No

Signature



Address

2017 Balmoral

**Highlander Ballot on Suggested single Amendment to the Current  
Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE 10-27-12UNIT # 2015 Palmwood

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.


On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

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Do you approve?

☒ Yes☐ No  
Signature2015 Palmwood Drive  
Address Kennville, Tx.  
78028

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE Jan 23, 2012UNIT # 2011

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?

☒ Yes☐ No

Signature

Address

**Highlander Ballot on Suggested single Amendment to the Current Declaration, Vol. 1132 pg. 0556 – #27. Condominium Act**

DATE Oct. 27, 2012UNIT # 2009

Suggested Amendment to the Current Declaration, Vol. 1132 Pg. 0540-0587.

On pg. 0556 the Declaration now reads:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 81.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

The suggested change in RED:

27. Condominium Act. This DECLARATION is being entered into under and pursuant to the Condominium Act, in effect in the State of Texas, as amended from time to time, V.T.C.A., Property Code, Section 82.001, et seq., herein called the "ACT". To the extent the terms and provisions of this DECLARATION conflict with the provisions and requirements of, or do not provide all of the requirements of, the ACT, the DECLARATION shall be amended to comply with and meet such provisions and requirements (and the provisions of the ACT shall govern), unless the ACT permits or provides for the DECLARATION to alter the provisions of the ACT in which case this DECLARATION shall govern.

Do you approve?



Yes



No

Peterson J. Davis  
Signature

2009 Balmoral  
Address

Page 22 of 22

**FILED BY & RETURN TO:**

THE HIGHLANDER'S OWNERS' ASSOCIATION  
2000 BALMORAL  
KERRVILLE, TX 78028

FILED AND RECORDED  
At 11:04 o'clock A M  
STATE OF TEXAS  
COUNTY OF KERR



OCT 29 2012

I hereby certify that this instrument was filed in the file numbered  
and on the date and time stamped herein by me and was duly  
recorded in the Official Public Records of Kerr County Texas.

James H. Hays, Kerr County Clerk  
Deputy

13-06326

**Amended and Restated  
Condominium Declaration and Master Deed  
For The Highlander**

This Amended and Restated Condominium Declaration and Master Deed (this "Declaration"), is made on the date hereinafter set forth by the undersigned with reference to the following facts:

- A. The Units and Common Interests for the Highlander have been created and established pursuant to the Declaration and Master Deed recorded in Volume 570, Page 757, et seq., Real Property Records, Kerr County, Texas as amended by Agreement and Amendment recorded in Volume 699, Page 53, Real Property Records, Kerr County, Texas, and as amended by Amended and Restated Condominium Declaration and Master Deed for The Highlander recorded in Volume 1132, Page 540, Real Property Records, Kerr County, Texas (collectively "Prior Declaration").
- B. The Property made the subject of and as defined in the Prior Declaration and this Declaration is collectively referred to as the "Highlander" or the "Project" herein, and in the By-laws, and other Rules and Regulations of the Highlander Owners Association. The Project includes all property included in or described in this Declaration along with all current and future improvements, the facilities, and appurtenances thereto and all property, real, personal, or mixed, intended for use or used in connection therewith.
- C. The Prior Declaration established a condominium regime for the Highlander and a plan for the individual ownership in fee simple of estates consisting of the Units (as therein defined) plus an undivided interest as tenant in common in the Common Areas (as therein defined). Each Unit has appurtenant to it a membership in the Highlander Owners Association, a Texas non-profit corporation.
- D. The Prior Declaration imposes upon the Highlander mutually beneficial restrictions under a general plan of operation and improvements for the benefit of all Units and the Owners (as therein defined) thereof and provisions for amendment as therein provided.
- E. The Prior Declaration established a condominium regime under the Texas Condominium Act, Chapter 82, Texas Property Code, Section 81.001 et seq. This Declaration elects to have the Project governed entirely by the Uniform Condominium Act, Chapter 82, Sections 82.002 et seq., Texas Property Code.
- F. This Declaration shall amend and restate the Prior Declaration in its entirety.



Now, therefore, this Declaration amends and restates the Prior Declaration. This Declaration establishes a condominium regime under the Uniform Condominium Act, Chapter 82, Sections 82.001 et seq., Texas Property Code, and the Highlander, including the Property and the Units therein, will be held, conveyed, mortgaged, encumbered, used, occupied, sold and improved subject to the following declarations, limitations, covenants, conditions, restrictions and easements herein contained and as amended hereby, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Highlander and every part thereof. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants, which shall run with the land and shall be perpetually binding upon all parties having or acquiring any right, title, or interest in or to any part of the Highlander.

**Definitions:** Terms used in this Declaration have the following meanings:

- a. **Act:** Uniform Condominium Act, Chapter 82, Sections 82.001 et seq., Texas Property Code.
- b. **Association:** The Highlander Owners Association, a Texas non-profit corporation.
- c. **Board:** The Board of Directors of the Association.
- d. **Buildings:** The buildings in the Highlander in which Units and Common Area facilities are located.
- e. **Clubhouse:** The Clubhouse described in Exhibit A, which is part of the Common Areas, and is subject to the rights and provisions of applicable documents of record and subject to changes in the event of addition of land and Units as herein provided.
- f. **Common Areas:** The common elements of the Project as shown on the Map, including the general common elements and limited common elements.
- a. **Common Interest:** The percentage ownership interest of each Owner in the Project and in the Common Areas as set forth in Exhibit B, attached hereto.
- b. **Declaration:** This Amended and Restated Declaration and Master Deed for the Highlander.
- c. **Guests:** Any individual who stays in a Residential Unit with the owner's permission. The owner is responsible for any damages to Association assets by his or her guests, and for all assessments for the guests' use of or damages to Highlander services or assets.
- d. **Limited Common Area.** A portion of the Common Area set aside and reserved for the exclusive use of individual Owners, in connection with such Owner's Unit, to the exclusion of the use by the other Owners. The following structures, equipment and areas are designated as Limited Common Area for the exclusive benefit of a particular Unit:

- i. Any structure, improvement or equipment attached or adjacent to the exterior walls of the Building that serves only the particular Unit adjacent thereto, including without limitation the entrance ways, driveways, doorsteps, stoops, porches, balconies, patios, decks, stairs and exterior doors and windows or other fixtures designed to serve a single unit, but located outside the Unit's boundaries.
  - ii. Any equipment including hot water heater and the heating, ventilation and air conditioning equipment serving a Unit and the conduits, wires, ducts, and pipes connecting equipment to the Unit regardless of the location of such equipment whether within or outside the Unit or the Building in which the Unit is located, and all replacements and additions thereto.
  - iii. The interior space in the attic above each Unit.
- e. **Map:** The drawing showing the numbered Residential Units, the Undeveloped Unit, the Common Area facilities and their approximate locations, which is attached hereto as Exhibit A.
- f. **Owners:** The Owners of the Residential and Undeveloped Unit.
  - i. **Residential Unit Owner:** The owner of a Unit designated as a Residential Unit on Exhibit B and their heirs, successors and assigns.
  - ii. **Undeveloped Unit Owner:** The owner of Unit 1000, and their heirs, successors and assigns.
- g. **Property:** The land described in Exhibit A together with the improvements and facilities now or hereafter erected thereon.
- h. **Residents:** Any individual who lives for more than 30 consecutive days in a Residential Unit either as an Owner or with the owner's permission. Residents who are not Owners have all the privileges and obligations including age restrictions of ownership except that they may not vote on Association business.
- i. **Rules and Regulations:** Rules and Regulations adopted by the Association.
- j. **Units:** The 29 Residential Units and the one Undeveloped Unit as designated on the Map.
  - i. **Residential Unit:** the 29 residential Units described in Exhibits B and C other than Unit 1000.
  - ii. **Undeveloped Unit:** Unit 1000, and such other property as may be added pursuant to paragraph 2 below.
- k. **Exhibit "A":** Legal Description of the Property and Map of the Project

- l. **Exhibit "B":** the Common Interest schedule otherwise being defined as the percentage ownership interest of each Owner in the entire Highlander and the Common Areas which is set forth for each Residential Unit Owner and Undeveloped Unit.
- m. **Exhibit "C":** Example of calculation of monthly assessment amount.
- n. **Exhibit "D":** Age and Occupancy Certification.
- o. **Exhibit "E":** Ballots of Unit Owners.

All named Exhibits are attached hereto and incorporated herein by reference for all purposes.

1. **Division of Project.** The Highlander is divided into the following freehold estates and areas: On the Map, the Buildings in the Highlander are divided into Units located therein and numbered as shown on the Map. In determining the dimensions of, and area contained within each Unit, the enclosed space within a Unit shall be measured from interior finished, unpainted surfaces of the perimeter walls, floors and ceilings, and the Unit shall include the airspace so encompassed. Included in each Unit shall be any finishing material applied or affixed to the interior surfaces of the common exterior walls or interior walls, floors or ceilings (such as, but without limitation, paint, wallpaper, vinyl wall or floor covering, carpet and tile). The boundaries of each Unit shall be the interior surface of the perimeter walls, floors, ceilings, windows and doors. Interior trim around window and doors shall be a part of each Unit and shall not be a part of the Common Areas. The Unit does not include the Common Areas. Each Unit is subject to such encroachments and protrusions as are contained in the Buildings, whether the same now exists or may be later caused or created in any manner. In interpreting a Deed, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans therefor, shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the Deed, regardless of settling, rising or lateral movement of the Buildings and regardless of minor variance between boundaries shown on the Deed, and those of the Buildings.
2. **Undeveloped Unit:** Noratco, Inc. owns Unit 1000 which is now used as a parking area by agreement for no rent. Noratco, Inc., and its successors and assigns may construct, improve and complete Unit 1000 and add to the Highlander and this Declaration additional land, buildings, and Units by filing a supplemental declaration and upon such filing the relative percentages of ownership of Owners shall be adjusted to reflect such additional Units on the same basis as the percentage interests shown on Exhibit B, attached hereto, and to change the Clubhouse portion of the Common Areas to Units in exchange for comparable Clubhouse(s) on such land so added. The Owners of said Units shall be and become Owners and shall have the right to the mutual and non-exclusive use of the Common Areas, such use being subject to the mutual rules and regulations adopted by the Association with respect to such Common Areas; provided, however, that the Owners of Units of land added as herein provided shall pay and be liable, from time to time, for their pro rata share of all Common Area Costs thereafter expanded with respect to said Common Areas. The Unit 1000 and other Units that may be added as herein provided are defined and referred to as ("Undeveloped Units") and they shall when added and

constructed have the right to the mutual and non-exclusive use of the Common Areas, such use being subject to the mutual rules and regulations adopted by the Association with respect to such Common Areas.

The Undeveloped Units shall be Units in the Highlander and the obligation of the Undeveloped Units to pay assessments and share in Common Area Costs shall commence upon the completion of construction of each Undeveloped Unit thereon. Prior to completion of construction of the Undeveloped Units, the Owner thereof shall not be entitled to any vote for an Undeveloped Unit, shall not have any use of any Common Areas and shall not pay any assessment. After completion of construction of an Undeveloped Unit it shall become a Unit, shall no longer be an Undeveloped Unit, shall be entitled to vote and shall pay assessments. The assessments and reserve funds for each phase of the development shall be maintained separately.

3. **Common Areas:** The remaining portion of the Property other than the Units, shall be and is referred to herein as "Common Areas", and shall include all common areas and facilities shown on the Map. Each Unit Owner shall have as an appurtenance to his Unit, and undivided interests in the Common Areas equal to his Common Interest. The ownership of each Unit shall include the Unit and such undivided interest in the Common Areas, which interest shall be the relative ownership interest of each Unit Owner in the Project. The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered without the consent of all the Owners of said Units and the mortgagees of such Owners as expressed in an amended Declaration, except as provided herein as to the Undeveloped Units. Such Common Interest cannot be separated from the Unit to which it is appurtenant. Each Unit Owner shall have nonexclusive right to use the Common Areas in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other Unit Owners. Notwithstanding the transfer of the ownership of the Common Areas to the Owners as tenants in common, there has and is reserved unto the Association or its designated agent an easement over and onto the Common Areas for common driveway purposes, for drainage and encroachment purposes and for ingress to and egress from the Common Areas for the purpose of completing improvements thereon and for the performance of necessary repair and maintenance work and the right to establish easements, reservations, exceptions and exclusions consistent with the ownership of the Project and for the best interest of the Owners of the Association in order to serve the entire Project.

Encroachments on, additions to, and modifications of the Common Area are permitted only with the written approval of the Board. The Owners of the Residential Units and their guests have exclusive use of the interior of a Unit. All Residential Unit Owners and their guests have joint use of the Common Areas, subject to restrictions as specified in the Association Rules and Regulations.

4. **No Separate Conveyance of Common Interest:** The Common Interests are to be conveyed only with the respective Units. Each owner covenants and agrees that the Common Interests and the fee title to the respective Units shall not be separated or separately conveyed and each such interest shall be deemed to be conveyed or encumbered with its respective Unit even though the description in the conveyance may refer only to the fee title to the Unit.

5. **Partition Prohibited:** The Common Areas shall remain undivided as set forth above so long as suitable for a condominium regime. Except as provided by the Act, no Owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the Owners with respect to the operation and management of the Highlander. Judicial partition by sale of a single Unit owned by two or more persons and division of the sale proceeds is not prohibited hereby (but partition of title to a single Unit is prohibited). A Unit shall not be subdivided.

6. **Management of the Common Areas:** The management and administration of the Common Areas and of the Project shall be vested exclusively in the Association in accordance with the terms of this Declaration, the bylaws and the articles of incorporation of the Association, and all applicable laws, regulations, and ordinances of any governmental or quasi-governmental body or agency having jurisdiction over the Highlander or the Association. The ownership of Units and the Owners of the Units and all holders of liens thereon shall be bound by the articles of incorporation and bylaws of the Association. The Association shall be managed by a Board of Directors elected by the Owners in accordance with the terms of this Declaration and the By-laws of the Association. The manner of election, terms of office and duties for the Board members are prescribed in the Associations' Bylaws. The Board of Directors will exercise all powers of the Association and perform all acts not prohibited by statute, this Declaration or the Bylaws. The Association may employ a Managing Agent, either individual or corporate, as an independent contractor, and delegate to it such responsibilities as are consistent with this Declaration and applicable law.

7. **Membership:** Any person, upon becoming the Owner of a Unit, shall automatically become a member of the Association, and shall remain a member thereof in accordance with the articles of incorporation and bylaws of the Association until such time as his ownership of the Unit ceases for any reason, at which time his membership in the Association shall automatically cease. The Owner(s) of each Unit shall be entitled to one single vote subject and except as otherwise required by the Act and this Declaration. Unit Owners are not required to be residents. Residents who are not also owners are entitled to all the privileges of an owner, except the right to vote in the Association.

8. **Transferred Membership:** Membership in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of ownership of the Unit to which it is appurtenant, and then only to the new Owner. Any attempt to make a prohibited transfer is void. In the event the Owner of any Unit should fail or refuse to transfer the membership registered in his name to the purchaser of his Unit, the Association shall have the right to record the transfer upon its books.

9. **Fifty-Five and Older Requirement:**

A. **Applicable Law.** The Project is intended to be operated for occupancy by persons fifty-five (55) years of age or older in accordance with The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601 et seq.), and Texas law regarding fair housing (Tex. Prop. Code § 301.043) (collectively, the "Fair Housing Acts"), which exempt "housing for older persons" from the prohibitions against discrimination based

on familial status. Except as provided below, each Residential Unit, if occupied, must be occupied by at least one (1) person fifty-five (55) years of age or older. Except as provided below, no person under eighteen (18) years of age shall occupy or reside in a Residential Unit. The Board, in its sole and absolute discretion, shall have the right and power to determine when a person "occupies or resides" in a Residential Unit.

- B. Eighty Percent Requirement. In accordance with the Fair Housing Acts, at least eighty percent (80%) of the occupied Residential Units must be occupied by at least one person who is fifty-five (55) years of age or older. Accordingly, the Board, upon application, shall have the right and option, but without obligation, at the Board's sole and absolute discretion, to permit a Residential Unit to be occupied by persons all of whom are under the age of fifty-five (55), unless the granting of permission would result in fewer than eighty percent (80%) of the occupied Residential Units being occupied by one person fifty-five (55) years of age or older, or considering other factors deemed appropriate by the Board, may jeopardize (whether at the time of the request or in the future) the Project's status as "housing for older persons" under the Fair Housing Acts. The Board shall exercise its sole and absolute discretion based upon criteria that the Board shall determine as appropriate, including, without limitation, information then known to the Board concerning potential or pending changes in occupancy of other Residential Units within the Project, the ages of the persons requesting such permission, the proximity to age fifty-five (55) of those occupants of other Residential Units within the Project then under such age, and any other information known to and deemed relevant by the Board in its sole discretion. Any request submitted to the Board pursuant to this subsection shall be a written request setting forth the names and ages of all proposed Residents of the Residential Unit and such other information as the Board reasonably may require.
- C. Temporary Exception for Spouses. Units occupied by a non-age qualified surviving spouse of an age qualified decedent resident who had occupied the Unit may continue to occupy such Unit until such time as the non-age qualified surviving spouse remarries, at which time the exception expires unless as of such time the surviving spouse or the new spouse is age 55 or older. Notwithstanding the foregoing, the Board may terminate a surviving spouse's right to occupy a Unit upon 90 day's written notice if such occupancy would otherwise jeopardize the Project's status as "housing for older persons" under the Fair Housing Acts.
- D. Temporary Exception for Persons younger than 55 years of age. The Board, upon application by a person, because of undue hardship on such person or other Residents of the Residential Unit or extraordinary circumstances, in its sole and absolute discretion (unless the granting of permission would jeopardize the Project's status as "housing for older persons" under the Fair Housing Acts), shall have the right and option, but not the obligation, to permit a Residential Unit to be occupied by a person under fifty-five (55) years of age. Any person requesting permission to have a Residential Unit occupied pursuant to the provisions of this subsection shall submit a written request to the Board setting forth the reason for the request and such other information as the Board reasonably may require.

Notwithstanding the provisions of the preceding paragraph, A person under fifty-five (55) years of age may visit a Residential Unit as a guest of the Residents of the

Residential Unit for a period of not more than two periods of three (3) consecutive weeks each, and in no event for more than forty-two (42) days in any twelve (12) month period.

- E. Proof of Age. Each Owner and Resident, as and when requested to do so by the Board, shall furnish the Board with the names and ages of all occupants of the Residential Unit and such affidavits and other documents as the Board may request to verify the age of such occupants. In the event there is a change in the occupancy of a Residential Unit, the Owner immediately shall notify the Board in writing of such change and comply with all rules and regulations adopted by the Board for verification of occupancy.
- F. Policies and Procedures. The Board shall publish and adhere to policies and procedures to demonstrate the intent that the Project is intended and operated for occupancy by persons fifty-five (55) years of age or older. Furthermore, the Board shall comply with any rules issued by the Secretary of Housing and Urban Development for verification of occupancy. The policies and procedures shall provide for verification of Residents by reliable surveys and affidavits or other means as permitted by the Fair Housing Acts.
- G. Monitoring Compliance; Appointment of Attorney-in-Fact.
- a. The Association shall have the power and authority to enforce this Section 9 in any legal manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of the Units, requiring copies of birth certificates, or other proof of age for each occupant of the Unit to be provided to the Board on a periodic basis, and taking action to evict the occupants of any Unit which is not in compliance with the requirements and restrictions of this section. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION 10. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit that, in the judgment of the Board, are reasonably necessary to monitor compliance with this Section 9.
  - b. Each Owner shall be responsible for ensuring compliance of its Unit with the requirements and restrictions of this Section and the rules of the Association adopted hereunder by itself and by its tenants and other occupants of its Lot. EACH OWNER, BY ACCEPTANCE OF TITLE TO A UNIT, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH OWNER'S UNIT TO SO COMPLY.
  - c. The Age and Occupancy Certification attached hereto as Exhibit D shall be completed by an adult occupant of each Unit 1) when requested in writing by the Association; 2) upon the transfer of any Unit of the Highlander; and 3) at least once every two (2) years thereafter. The Association shall conduct regular surveys, requiring the completion of an Age and Occupancy Certification for each Unit, on an annual basis, or as otherwise determined by the Association, but in any event the Association must update the information for each Unit at least once every two (2) years. As provided on the Age and Occupancy Certification form, the initial certification for a Unit shall provide acceptable proof of age for new occupants. The following are acceptable forms of documentation for "proof of age": (1) Driver's License; (2) Birth certificate; (3) Passport; (4) Immigration card; (5) Military

identification; (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) in lieu of attaching copies of the foregoing, proof of age may be provided by confirming the form of identification and corresponding License No., Certificate No., etc. If not previously provided and on file with the Association, Proof of age for each occupant must be provided with every age and occupancy certification.

- H. No Warranty by the Association. The requirements contained in this Section 9 are intended to comply with the exemption requirements under the Fair Housing Acts and any regulations now or hereafter issued therefor. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that although it is intended that the Project be operated for occupancy by persons fifty-five (55) years of age or older in compliance with the Fair Housing Acts which exempt "housing for older persons" from the prohibitions against discrimination based on familial status, no representation or warranty is made that the Project complies or will comply with the Fair Housing Acts, and if for any reason the Project is deemed not in compliance with the Fair Housing Acts and therefore not exempt from the prohibitions against discrimination based on familial status, the Association shall not have any liability in connection therewith.
- I. Requirements. All Owners and Residents of Units shall comply with the following general requirements, which may be amended by the Association to include such further requirements as may be necessary or appropriate to comply with the Fair Housing Acts:
- a. All advertisements concerning the Association and Highlander must include language concerning the age 55 or Older age restriction;
  - b. Leases and real estate sales contracts concerning any Unit must contain language advising prospective tenants/buyers of the 55 or Older age restriction and a requirement that occupants provide the Association with proof of their compliance with the age 55 provisions;
  - c. All occupants shall respond to the Association's annual resident surveys concerning the ages of the occupants which responses shall be maintained by the Association; and
  - d. All occupants must furnish such verification of age as may be required by the Association. This verification shall be supplied on the form of Age and Occupancy Certification attached hereto as Exhibit D, as such certification form may be amended by the Association from time to time.
- J. Leases. Subject to the terms of this Section, an entire Residential Unit may be leased to a Lessee from time to time by an Owner provided that each of the following conditions is satisfied:
- a. The occupants of the Residential Unit under the lease shall satisfy the "housing for older persons" restrictions set forth in Section 9 of this Declaration and any rule or regulation adopted by the Board with respect thereto, including, without limitation, the rule which requires that the Owner deliver a copy of the lease signed by the Lessee to the Board;
  - b. The lease or rental agreement must contain a provision that the lease or rental agreement is subject to this Declaration and that any violation of any of the foregoing shall be a default under the lease or rental agreement;



- c. Before commencement of the lease term or rental agreement, the Owner shall provide the Association with the names of the Lessees and each person who will reside in the Residential Unit, as well as each resident's age (including proper verification thereof) and the address and telephone number of the Owner. The Owner shall additionally provide the Association with the proposed lease and a written request for approval.

10. **Right of Entry.** The Association shall have the right to enter any Unit at all reasonable hours with prior notification to the Owner and with permission of the Owner of such Unit, but if an emergency exists requiring immediate action, as determined by the Association, at any time, without notice, to inspect, to make alterations, replacements, repairs and restorations and to carry out any work or activities in connection with the Unit or the Project as permitted and/or required under this Declaration.

11. **Personal Obligation for Assessments:** Each Owner of any Unit by acceptance of a deed therefore or other record of ownership, whether or not it is expressed in the deed or other record of ownership, is deemed, as part of the purchase money consideration for the deed and conveyance, to agree to pay to the Association the following, subject to the terms of this Declaration: (1) regular monthly assessments or charges adopted by the Association, and (2) special assessments for capital improvements or unexpected expenses levied by the Association.

12. **Purposes of Assessments:** The assessments levied as herein provided shall be used to promote and preserve the Highlander, to improve and maintain the Common Areas for the common good of the Highlander, to fund the Reserve Fund, and for all expenses and obligations of the Association. Said assessments may be used for said purposes, including without limitation providing for the enforcement of the provisions of this Declaration and the bylaws promulgated hereunder. The decision of the Association with respect thereto shall be final.

13. **Assessment Charge - Payment and Lien:**

- a. All Owners shall be obligated to pay the assessments which are provided and specified in this Declaration and the charges and fees specified herein. The Association shall adopt an annual budget setting forth the total estimated costs to operate the Highlander and the Reserve Fund allocation provided for below. Such budget may include anticipated income and any prior year surplus. To pay the estimated costs and Reserve Fund allocation, the Association shall assess against each Unit Owner (except the undeveloped unit until such time as the unit is developed) a monthly assessment. The amount of the monthly assessment shall be based on the size of the Unit and the number of occupants in the Unit. For assessment purposes, the Highlander shall be deemed to have two (2) unit sizes. Small Units shall be those Units showing a common interest of 3.21% on Exhibit B and large Units shall be those Units showing a common interest of more than 3.21% on Exhibit B. Recognizing that large Units may have more costs associated with them than small Units, large Units shall be assessed a monthly fee of 105% of the monthly fee charged to the small Units. The monthly assessment shall be assessed against each unit whether occupied or not. In addition to the monthly assessment, the owner of any unit

shall be assessed a surcharge ("Occupation Fee") of two (2) per cent of the small unit monthly assessment for each occupant over one (1). The number of occupants in each Unit will be determined at the beginning of each fiscal year. The Occupation Fee assessed at the beginning of the fiscal year shall continue to be assessed thru such year. The monthly assessments and occupation fees shall be rounded to the nearest dollar figure. Attached as Exhibit C is an example of the calculation of the monthly assessments and the occupation fees. All of such fees and assessments shall be secured by a lien against the Unit subject to the terms hereof. There has been and is reserved and assigned to the Association, a vendor's lien against each Unit subject to assessment (excluding therefore any Unit exempt from assessments as herein provided) to secure the payment of any regular or special assessment which may be levied pursuant to the terms hereof, and the expenses incurred in connection with the enforcement thereof. As additional security for the payment of assessments and other charges and assessments hereby levied, each Owner of a Unit, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Unit which may be foreclosed on by non-judicial foreclosure pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by any officer of the Association and filed for record in the Real Property Records of Kerr County, Texas. In the event that the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale using the same notice provisions as those set out in Section 51.002(d) of the Texas Property Code, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Kerr County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Unit foreclosed on and each occupant of any improvements thereon shall be deemed to be tenant at sufferance and may be removed from possession by all lawful means, including a judgment for possession in an action of Forcible Detainer and the issuance of a Writ of Possession thereunder.

- b. A Reserve Fund shall be established and funded from the monthly assessment set forth in sub paragraph a. above to be used for major maintenance projects, capital asset acquisition or replacements, and unanticipated expenses not provided in the then current budget.

- c. In the event the Association determines that the monthly assessment fee provided in paragraph a. above and the Reserve Fund balance provided in paragraph b. above are not adequate to pay Association expenses, the Association may levy, in any year, one or more special assessments applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvements upon the Common Areas, including fixtures and personal property related thereto owned by the Association, or to defray any unanticipated or underestimated expense or other action undertaking normally covered by a regular assessment (and, where necessary, for taxes assessed against the Common Areas or the Highlander as a whole). Special assessments levied against all Unit Owners shall be based on each Owner's Common Interest. Special assessments may also be levied against an individual Unit and its Owner to reimburse the Association for costs incurred in bringing that Owner or his Unit into compliance with the provisions of this Declaration including attorneys' fees and costs.
- d. The collection costs incurred by the Association shall be paid by Owners and shall include, without limitation, interest at the rate of maximum legal rate, costs and reasonable attorneys' fees. All amounts secured by the liens mentioned herein shall be the obligation of and chargeable to the Owner in default.
- e. In the event of non-payment by any Owner of any assessment or other charge levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the rights provided herein, upon ten (10) days prior written notice thereof to such non-paying Owner, exercise all other rights and remedies available at law or in equity.
- f. It is the intent of the provisions of this Section 13 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code thereafter, the President or any Vice -President of the Association, acting without joinder of other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Kerr County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.
- g. In addition to the rights provided above, to enforce the assessments or other charges levied hereunder, the Association may file a claim or lien against the Unit of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Unit against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. Such lien securing such indebtedness may be enforced by the foreclosure of the defaulting Owner's Unit by the Association in like manner as a mortgage on real property subsequent to the recording of the notice provided for above. In any such proceeding, the Owner shall be required to pay the costs, expenses and attorneys' fees incurred in connection with filing the lien, and in the event of any foreclosure

proceeding, all additional costs, expenses and attorneys' fees incurred in connection with any such foreclosure proceeding. The Owner of the Unit being foreclosed shall be required to pay to the Association the monthly assessment and charges for the Unit during the period of foreclosure, and the Association shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the Unit at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner or a reasonable fee as fixed by the Board to cover the preparation and recordation of such release of lien instrument.

- h. **Liens Subordinate to Mortgages.** The Liens described in this Section and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, pension and profit sharing trusts or plans, or the bona fide third party lender, which may have heretofore or may hereafter lend money in good faith for the purchase of any Unit and any renewal, extension, rearrangement or refinancing thereof. Each such mortgage of a mortgage encumbering a Unit who obtains title to such Unit pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the tract free and clear of any claims for unpaid assessments against such Unit which accrued prior to the time such holder acquired title to such Unit. No such sale or transfer shall relieve such holder acquiring title to a Unit from liability for any assessments thereafter becoming due or form the lien thereof. Any other sale or transfer of a Unit shall not affect the Association's lien for assessments. The Association shall make a good faith effort to give each mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien which notice shall be sent to the nearest office of such mortgagee by prepaid United States Registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Fund Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Section.
- i. The regular monthly assessments and other charges provided for herein shall commence for all Residential Units on the first day of the month following the conveyance by deed or other record of ownership and on the Undeveloped Unit Owner on the first day of the month following completion of a residence on the Undeveloped Unit. Thereafter, due dates of regular monthly assessments and charges shall be the first day of each and every subsequent calendar month. No notice of such assessments and charges or the due dates thereof shall be required, other than the notice setting forth the amount of the regular monthly assessments and charges. The due date of any special assessment shall be the due date specified by the Association in the notice of special assessment delivered by the Association to each Owner;

provided, however, that such due date shall in no event be less than thirty days subsequent to the date of such notice.

- j. Sale or transfer of any Unit shall not affect the assessment lien. No such sale or transfer shall relieve such Unit from liability for any assessments thereafter due or from the lien thereof.
- k. All sums assessed or charged but unpaid for or chargeable to any Unit, including interest thereon at the maximum legal rate from the date such assessments and charges are due until said assessments and charges are paid, subject to the provisions hereof limiting the interest contracted for, charged or received to the maximum permitted by applicable law, shall constitute a lien on the Unit superior to all other liens and encumbrances.
- l. If any Owner shall be in default in the payment of any assessments or charges, the owner shall be given at least thirty days' notice to cure the default prior to the Association exercising any of the remedies specified herein.

14. **Taxation:** Each Unit, together with its interest in the Common Area shall, for the purpose of the assessment and collection of taxes, assessments and other charges of the State, or of any political subdivision, special improvement district or any other taxing or assessing authority, be separately assessed to each Unit and shall not be assessed as a part of and on the Highlander as a whole and each Owner shall pay such taxes as to the Unit(s) owned.

15. **Use Restrictions:** In addition to all the covenants contained herein, the use of the Highlander and each Unit therein is subject to the following:

- a. Use of Individual Units: Each Residential Unit shall be occupied and used only for residential purposes by the Owner and his guests. No part of the common area may be used for residential purposes. No business, commercial enterprise, or public or private amusement which involves or includes presence or visits by customers, repeated, continuous or excessive traffic or vehicle parking, repeated delivery of commercial products, mailing or shipping of commercial goods, the manufacture or modification of large commercial goods, licensure for hazardous materials or commercial enterprise, shall be conducted. No more than four individuals may permanently occupy a large Unit (a Unit with a common interest greater than 3.21% as specified in Exhibit B). No more than three individuals may permanently occupy a small Unit (a Unit with a common interest of 3.21% as specified in Exhibit B). The Owner is responsible for assuring that his guests abide by this Declaration and the Rules and Regulations of the Association adopted from time to time. The Owner is responsible for all fees, charges, and damages resulting from his guests' use of Highlander services, facilities and Common Area. The maximum stay of any guest may not exceed two periods of three (3) consecutive weeks each, and in no event for more than forty-two (42) days in any twelve (12) month period, except as authorized by the Association.

- b. Nuisances: No noxious, noisy, disreputable, unlawful, illegal, or offensive activities nor any activities in violation of the rules, regulations, and procedures specified for the Highlander shall be carried on in any Unit or in any other part of the Highlander. Nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with the quiet enjoyment by any of the Residential Unit owners or residents, or which shall in any way increase the rate of insurance for the Association, or cause any insurance policy to be cancelled or cause a refusal to renew the same, or which will impair the structural integrity of any building. No Unit may be used or occupied by any person whose presence and occupancy in the Highlander will be detrimental to the health and safety of other residents.
- c. Garbage and Refuse Disposal: All rubbish, trash, and garbage shall be stored and removed in accordance with the Rules and Regulations of the Association and the City of Kerrville. All refuse piles and garbage cans shall be kept screened and concealed from view of other Units, streets and the Common Areas when not placed for immediate removal.
- d. Power Equipment and Car Maintenance: No power equipment, tools, or shop equipment shall be operated in such a way or at such times as to unreasonably disturb any Resident. Use of power equipment shall be limited to the hours of 8:00am – 6:00pm Monday through Friday only, except as utilized indoors in such a way as to cause no disturbance to other Residents, or in emergencies such as the use of generators in case of a multi-unit power outage. Any extended use of power equipment, tools or shop equipment, such as might occur during renovation of the interior of a Resident's Unit, will require prior written approval of the Board of the Association. Power equipment, tools or shop equipment shall not be used on Saturday or Sunday without prior written approval of the Board of the Association with the understanding that this approval can be revoked immediately upon any complaint of noise or disturbance from any Resident.

No vehicle maintenance, repair or modification shall be conducted in such a way or at such times as to disturb any Resident. This will limit such maintenance to the hours of 8:00am – 6:00pm Monday through Friday only, except as utilized indoors in such a way as to cause no disturbance to any other Residents or in case of emergency, such as a short-term repair of a vehicle breakdown. No vehicle maintenance, repair or modification shall damage, soil, block or impede roadways or Common Area. Any such damage, blockage, soiling or the like shall be remedied at the Owner's cost and shall be remedied within 48 hours. Vehicle maintenance (excluding routine washing and cleaning), repair or modification shall not be conducted on Saturday or Sunday without prior written approval from the Board of the Association with the understanding that this approval can be revoked immediately upon the complaint of noise or disturbance from any Resident.

In case of violation of any of the requirements in this section or failure to remedy violations as prescribed above, violators are subject to fines as prescribed elsewhere in this Declaration.

e. Hazardous and Prohibited Activities:

- i. Open fire devices including fire pits, charcoal grills, hibachis, chimeneas or other similar containers are subject to the following restrictions:
  - o Open fire pits and chimeneas are not allowed;
  - o Gas operated grills are permitted on the owner's decks and on the clubhouse deck for Association sponsored activities and are the only type that may be used under a roof;
  - o Charcoal grills are permitted but may only be used in Owner's uncovered deck or driveway;
  - o Any use of these devices are subject to the following standards:
  - o Grills must be maintained and operated safely including:
    - Having readily available fire extinguishing equipment;
    - Attended to continuously during the process;
    - Utilized in safe conditions such as observing wind factors;
    - Operated a safe distance from any combustible source.
  - o All City of Kerrville regulations will be followed and are the responsibility of the Owner or Resident;
  - o All property areas must be kept clean of any grill debris (ashes, charcoal, grease, etc.);
- ii. Smoking is not allowed in any of the Common Areas.
- iii. Owners or residents may not plant trees, shrubs or flowers in the landscaped areas except in existing flower beds.
- iv. Residents may, at their own expense, plant additional flowers or shrubs in existing flower beds adjacent to their Units without Board approval; however, the Board reserves the right to remove any plants that require excessive watering, are not being maintained by the Owner, or that require additional maintenance on the part of the Association's lawn maintenance contractor. Owners may be assessed the charges for the removal of plants not planted by the Association. Residents are required to abide by all watering restrictions imposed by the City of Kerrville and unattended watering by residents is not allowed anywhere in the Common areas. Flower beds are to be mulched only with non-organic products approved by the Board.
- v. Tree trimming is to be performed only by qualified persons designated by the Association.
- vi. The undeveloped area behind the Clubhouse and the Units on Edinburgh Drive is to be preserved as a natural area and any modifications to this area must have

prior approval by the Board. Approval will not be given to construct walls made of any material other than natural stone and may not exceed thirty inches in height. Planting will be limited to native species that do not require irrigation or mowing.

- vii. Garage sales, yard sales, estate sales and any other public sale of personal or household items, is prohibited.
- f. Vehicle Restrictions: No trailer, camper, mobile home, recreational vehicle, commercial vehicle, truck (other than a passenger truck), inoperable automobile, boat or similar equipment shall remain upon any area within the Highlander, other than temporarily for purpose of loading and unloading of passengers or personal property. Commercial vehicles do not include sedans or passenger trucks, used for both business and personal use, provided that the signs or markings on the vehicles shall be unobtrusive and inoffensive. No noisy or smoky vehicles shall be maintained or operated upon the Highlander, except as may be reasonably necessary to the execution of the rights or duties of the Association. A resident and their guests shall park, store or keep their vehicle only in a garage, driveway, designated parking space or parking lot and shall not park on the street or other parts of the Common Area not designated for parking except for brief durations not to exceed forty-eight (48) hours unless approved by the Association in writing.
- g. Signs: Owners are prohibited from placing "for sale", "for rent", or any other signs in or around the Common Area or displaying signs to the public view on or in any Unit or on any portion of the Project, except signs which indicate surveillance by home security systems.
- h. Animals: Residents and guests are only allowed to have dogs, cats, caged domesticated birds (excluding chickens and ducks) or fish in aquariums as pets. There is a limit of two pets total, from the list of permissible pets, to have at any time living in a Unit except fish, in which case the Resident may keep no more than can be maintained in a safe and healthy manner in one tank with one tank constituting "one pet". A Guest's pet will not be permitted if the Resident already has two pets. Where a Guest's pet is allowed, its stay shall not exceed 30 days per year. No pets may be bred, nor offspring raised for commercial sale. Dogs or cats, whether belonging to Residents or Guests, are to be kept on a leash, in the Resident's arms, or in a carrying case when outside the Unit and must be under the control of the Resident or Guest at all times. Exterior dog houses or any other means of unattended pet confinement are prohibited in the Common Area and Limited Common Areas. Pets may not be tethered unattended anywhere in the Common Area or Limited Common Areas. Permissible pet birds shall not be kept in a cage on a Unit's deck or anywhere in the Common Area or Limited Common Areas. Dogs and cats must have identification tags and collars when outside of a Unit.

It is the responsibility of the Resident to clean up and dispose of all waste deposited by theirs or their Guest's pets on any part of the Common Area or Limited Common



Areas. Residents are responsible for any property damage, injury or disturbances their pet may cause or inflict. Residents are to avoid situations that cause their pet to be a nuisance. No Resident or Guest shall inflict or cause cruelty in connection with any pet.

If a pet does become a nuisance and attempts to discuss and rectify the matter with the pet's Owner fail, then a written complaint may be filed with the Association Office or its Management entity. Repeated offenses may result in a fine issued by the Board according to Section 3.08. Should any pet kept in a Unit become a nuisance that unreasonably disturbs other residents, as determined by the Board, in its sole discretion, that Unit Owner may be required to remove said pet from the Unit upon written notice from the Board. All pets and their Owners are subject to all municipal regulations, including those related to aggressive animals, as well as commonly accepted standard of humane treatment of animals.

- i. Radio and Television Antennae: No resident or owner is permitted to construct, use, or operate a personal external radio, television antenna, satellite dish, or other electronic antennae without the prior written consent of the Board.
- j. Rules and Regulations: The Board may, from time to time, adopt, amend and repeal rules and regulations pertaining to: (i) the management, operation and use of the Common Areas; (ii) minimum standards for any maintenance of Units; (iii) the health, safety or welfare of the Owners, Lessees and Guests, or (iv) restrictions on the use of Units. In the event of any conflict or inconsistency between the provisions of this Declaration and the Association Rules, the provisions of this Declaration shall prevail. The Association Rules and Regulations shall be enforceable in the same manner and to the same extent as the covenants, conditions and restrictions set forth in this Declaration. The Owner and any occupant, tenant, and any guest of the Owner shall comply with each and all of the Rules and Regulations of the Association.

16. **Alterations Additions and Improvements**: No alterations, additions or improvements of any kind to the exterior of the Buildings or a Unit or the Limited Common Area associated with a Unit, including, but not limited to, buildings, fences, walls, canopies, balconies, decks, porches, screens or awnings, shall be placed, erected, painted or maintained upon any part of the Highlander including the Unit exteriors, unless and until approved in writing by the Association (excluding painting and decorating of the interior of a Unit by an Owner). Unapproved modifications/additions may be removed by the Association and costs incurred will be charged to the responsible Owner. The Association reserves the right to remove items that are safety hazards or are deemed offensive or inappropriate.

The Owner is responsible for maintaining all alterations, additions and improvements to his Unit and/or his Limited Common Area and releases the Association from any liability or duty to maintain. Owners are required to disclose to prospective purchasers that the Association has no responsibility to maintain alterations, additions or improvements created by an Owner. The responsibility for the repair or replacement of these modifications cannot be separated from the Ownership of the unit. Owners may repaint or redecorate the interior of the unit at the owner's expense but must have prior written permission from the Association if the redecorating involves

relocation, removal or alteration of water or gas lines. Owners may not make any alterations that impair the structural integrity or mechanical systems or lessen the support of any portion of the Unit. All alterations, additions, changes and improvements including fixtures, which are constructed, installed, or placed in or upon the Unit or Limited Common Area associated with a Unit by Owner shall be and become and shall remain upon and be a part of the Unit.

17. **Enforcement:** The Association, any Owner and any government or quasi-governmental agency or municipality having jurisdiction over the Highlander shall have the right to enforce, by any proceeding at law or in equity, including injunctive relief, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as ordered by the Court; provided, however that an individual Owner shall have no right to enforce the collections of any assessment or charge levied against any other Owner. Failure by any such person to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

18. **Fines for Violations:** The Association may assess fines for violations of the restrictive covenants contained in this Declaration and/or Rules and Regulations adopted by the Association, other than nonpayment or delinquency in assessments, in amounts to be set by the Board, not to exceed \$100.00 per day of violation, which fines shall be secured by the continuing assessment lien set out in this Declaration.

19. **Invalidity of Any Provision:** Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Highlander is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

20. **Encroachment and Protrusion Easements:** Each Unit within the Highlander is hereby declared to have an easement over all adjoining Units and the Common Areas for the purpose of accommodating any encroachment and/or protrusion due to engineering errors, errors in original construction, settlement or shifting of the Building, or any other cause. There shall be valid easements for the maintenance of said encroachments and/or protrusions as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, protrusion, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment or protrusion be created in favor of an Owner or Owners if said encroachment or protrusion occurred due to the willful misconduct of the Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Unit agree that minor encroachments and/or protrusions over adjoining Units or Common Areas shall be permitted and that there shall be a valid easement for the maintenance of said encroachments and/or protrusions so long as they shall exist. Such encroachments or protrusions shall not be considered to be encumbrances either on the Common Areas or on a Unit for purposes of marketability of title or otherwise.

21. **Termination of Mechanic's Lien Rights and Indemnification:** No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner or his agent, contractor or subcontractor shall be the basis for the filing of a lien against either the Common Areas or the Unit of any other Owner not expressly consenting to or requesting the

same. Each Owner shall indemnify and hold harmless each of the other Owners from and against any and all liability arising from any such claims or liens against the Units or any other Owners or against the Common Areas for construction performed or for labor, materials, services or other products incorporated in the indemnifying Owner's Unit at such indemnifying Owner's requests.

**22. Revocation or Amendment to Declaration:**

- a. **Revocation:** This Declaration shall not be revoked unless all the Owners unanimously consent and agree to such revocation by instrument(s) duly recorded in Kerr County, Texas.
- b. **Alteration of Common Interests:** The Common Interests shall not be altered without the consent of all Owners.
- c. **Amendment:** This Declaration may only be amended by the holders representing aggregate Common Interests of at least 67 percent (67%) by instrument(s) duly recorded in Kerr County, Texas.
- d. **Alteration or Destruction of Unit:** An amendment of this Declaration may not alter or destroy a Unit without the consent of the Owners affected and the Owner's first lien mortgages.

**23. Maintenance and Repair:**

- a. **Association.** The Association shall be responsible for the maintenance of the Common Areas which includes the exteriors of all Residential Units, the Clubhouse, all unimproved Limited Common Areas (meaning those Limited Common Areas which have not been materially modified since original construction), all landscaped areas, and the paved areas of the Property. The Association will make, when the Board of Directors deems necessary in its sole discretion, any alterations, repairs replacements or restorations of the roof and exterior of the Residential Units (including windows, doors and garage doors but excluding any garage door opening mechanism). Each owner is responsible for notifying the Board of Directors when such repairs, replacements or restorations are necessary. Owners shall not, without prior consent of the Board, make any alterations, repairs, replacements or restorations to the Common Areas or Limited Common Areas. When any such repairs, replacements or restorations are necessary because of reasonable or normal wear or the elements, and are not the result of negligence or misconduct by the Owner or his guests, the expense incurred will be covered by the Association. Otherwise, such expense shall be the responsibility of the Owner.
- b. **Owner.** All alterations, additions, change and improvements including fixtures, which are constructed, installed, or placed in or upon the Unit by Owner shall be and become and shall remain upon and be a part of the Unit. Each Owner shall maintain and repair the interior of his Unit. Each Owner shall also maintain, repair and replace the air conditioning compressor, fans, ductwork, heating unit

and cooling coils and hot water heater(s) utilized for his Unit, including such equipment located in Common Areas or Limited Common Areas. Each Owner shall maintain, repair or replace any Owner made changes, alterations or modifications within the Limited Common Areas including, but not limited to, expanded or enclosed decks or expanded units or masonry improvements. The Owner is required to inform a new Owner of this responsibility. The Association shall have no obligation to maintain, repair or replace such improvements except for the obligation to obtain and maintain casualty insurance and use the proceeds in the event of a casualty loss as provided herein.

24. **Association Liability Insurance:** The Association shall obtain and continue in effect comprehensive public liability insurance insuring the Association and its agents, the Owners and their family members, and their guests against any liability incident to the ownership or use of the Common Areas, and public ways and including, if obtainable, a cross-liability endorsement insuring each insured against liability to each other insured, and a "severability of interest" endorsement precluding the insurer from denying coverage to one Owner because of the negligence of other Owners, or the Association. The scope of the coverage must include all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar to the Highlander. In addition to the master policies which the Association shall carry, the Association shall have the power to require each Owner, at his sole cost and expense, to carry personal liability insurance covering damage to property or injury to the person of others within the Highlander resulting from negligence of the Owner of his agents, tenants, or guests, in an amount up to and including \$100,000.00 for each occurrence. All property and liability insurance carried by the Association or the owner shall contain provisions whereby the insurer waives rights of subrogation to the Association, their agents, officers and directors, and any Owners, their guests, agents and employees.

25. **Master Hazard Insurance:** The Association shall obtain and continue in effect a master or blanket policy of multi-peril insurance on the Highlander, providing as a minimum fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use to the Highlander on a replacement cost basis in an amount not less than one hundred percent of the insurable value (based upon replacement cost) of all improvements on the Highlander. The master policy of multi-peril insurance shall contain extended coverage and replacement costs endorsements, if available, and may also contain vandalism and malicious mischief coverage, special form endorsement, stipulated amount clause and a determinable cash adjustment clause, or a similar clause to permit cash settlement covering full value of the improvements on the Highlander in the event of destruction and a decision not to rebuild pursuant to this Declaration. Such policies shall be in form and amount as may be determined by the Board and shall name as insured the Association, the Owners and all mortgagees as their respective interests may appear, and shall provide that any proceeds to be paid to the Association for their use and benefit as their interest may appear. Such policy shall not be required to insure the personal property of Owners, which shall be and remain the responsibility of Owners. All policies of hazard insurance must contain or have attached the standard mortgage clause commonly accepted by private institutional mortgage investors in the area in which the Highlander is located.

26. **Other Insurance:** The Association may obtain and maintain such other insurance as the Board of Directors deem necessary for the protection of the Association and Unit Owners.

27. **Reconstruction or Repair of the Highlander:** In the event of fire, casualty or other disaster involving substantial damage to the Highlander, within ten days of receipt of determination of the amount of insurance proceeds available to the Association, the Association shall cause notice to be given of a special meeting of the Owners to be held not less than twenty nor more than thirty days from the giving of the notice. Such notice shall specify the amount of insurance proceeds available, the estimated cost of restoration and any other data deemed pertinent to the determination called for. If less than two-thirds of the Highlander is destroyed or substantially damaged by fire or any other disaster, then the Highlander shall be rebuilt or repaired, unless the members of the Association by unanimous vote or written consent elect not to repair such damage. If two-thirds or more of the Highlander is destroyed or substantially damaged by fire or an other disaster, and if the Owners, by unanimous vote or written consent, do not voluntarily, within 180 days after determination of the amount of the Association's insurance proceeds resulting from such destruction or damage, make provision for reconstruction, the condominium regime shall be deemed to have been waived, and the Association shall take all action required under the Act to regroup and merge the filial estate with the principal property, whereupon:

- a. The Highlander shall be deemed to be owned in common by the Owners;
- b. The undivided interest in the Highlander owned in common which shall appertain to each Owner shall be the Common Interest of such Owner;
- c. Any liens on a Unit and that certain portion of the Common Areas appurtenant thereto shall be deemed to be transferred in accordance with their existing priorities to the undivided interest of the Owner of the affected Unit; and
- d. The Highlander shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners and their mortgagees as their interests shall appear in a percentage equal to the Common Interest previously owned by each Owner.
- e. Notwithstanding the foregoing provisions hereof, in the event of destruction or substantial damage to two-thirds or more of the Project, the Owners may, by an affirmative vote of the Owners holding at least three fourths of the Common Interest, at a meeting of the Owners duly called for the purpose, elect to sell or otherwise dispose of the Highlander. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect the sale. The net proceeds of sale, together with the net proceeds of the insurance on the Project, if any, shall be considered as one fund and shall be divided among all the Owners and their mortgagees as their interests

shall appear in a percentage equal to the Common Interest previously owned by each Owner.

28. **Insurance Proceeds:** In case of fire, casualty or any other disaster, the insurance proceeds, if sufficient to reconstruct the Highlander, shall be applied to such reconstruction. Reconstruction of the Highlander means restoring the Highlander to substantially the same condition in which it existed immediately prior to the fire, casualty or other disaster, with each Residential Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before. The Association or its duly authorized agents shall accomplish such reconstruction. If the insurance proceeds are insufficient to reconstruct the Highlander, damage to or destruction thereof shall promptly be repaired and restored by the Association, using proceeds of insurance, if any, on the Highlander for that purpose, and the Owners shall be liable for the special assessment or assessments for any deficiency as herein provided.

29. **Application of Insurance Proceeds:** As soon as possible after the occurrence of a casualty which causes damage to any part of the Highlander for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

- a. The cost of restoring all damage caused by the casualty to the Common Areas (hereinafter referred to as the "Common Areas Costs").
- b. The cost of restoring that part of the damage caused by the casualty to each Unit which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Residential Unit Costs"). All insurance proceeds available to the Association with respect to the casualty shall first be applied to the payment of the actual Common Areas Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Residential Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then a special assessment or assessments shall be made against the Owners by the Association in the following manner: (1) all Owners shall be assessed on the basis of their percentage interest in the Common Areas for the payment of the estimated Common Areas Costs not otherwise paid for by insurance held by the Association; and (2) each Owner of a damaged Residential Unit shall be assessed an amount equal to the difference between the actual portion of estimated Residential Unit Costs attributable to his Residential Unit less a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the casualty by a fraction, the numerator of which is the actual portion of the estimated Residential Unit Costs attributable to his Residential Unit and the denominator of which is the total of all of the estimated Residential Unit Costs.

30. **Casualty Repair of Residential Unit and Negligence:** The Association shall be responsible for the reconstruction, repair, and replacement of the Residential Unit in the event of casualty damage covered by insurance, including but not limited to any floor coverings, wall coverings, window shades, light fixtures or other improvements, and all appliances located

therein irrespective of whether or not such appliances are "built-in" to the Residential Unit but excluding such Owner's property in the Residential Unit. Each owner shall be responsible for the costs of the replacement of the furniture, furnishings, and contents of such Residential Unit which are owned by such Owner. Each Owner shall be responsible for repair costs due to such Owner's negligence or misuse or the negligence or misuse by the Owner's family, guests, agents, servants, employees, or contractors.

31. **Liability of Owners for Damages to Common Elements:** The Owner of each Unit shall be liable to the Association for all damages to the Common Area or improvements thereon caused by the neglect, misuse, of such Owner or any tenant or other occupant of such Unit, or any guest of such Owner or his tenant.

32. **Utilities:** Each Owner shall pay for his own electricity, cable, internet, satellite and telephone costs which are separately metered and billed to each Unit by the utility company furnishing such service. All other utilities shall be part of the common expenses, and paid by the Association. Each Owner shall pay his assessed share thereof as in the case of other common expenses as a part of the assessments to be levied as herein specified. Any utility may be separately metered, as and if determined by the Association and in such event, the Association may have the utility cost billed to and paid directly by the Unit Owner separately. Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues, (such items being hereinafter collectively called the "connections") are located or installed within the Highlander, which connections, or any portion thereof, lie in or upon more than one Unit, the Association has the right and an easement to the full extent reasonably necessary therefor, to enter the Residential Units or to have the utility companies or appropriate licensed personnel enter the Units, to repair, replace, maintain the connections as and when reasonably necessary; provided, however, the exercise of such easement rights shall be in a manner reasonably calculated to cause as little interference as reasonably possible with the continued use and occupancy of the Residential Units. Whenever connections are located or installed within the Highlander, each Residential Unit served by the connections shall be entitled to the full use and enjoyment consistent with the rules of the Association of such portions of said connections that service the Residential Unit.

33. **Easement for Utilities and Maintenance:** Easements over and under the Property for the installation, repair, and maintenance of sanitary sewer, water, electric, gas and telephone lines and facilities, heating and air-conditioning facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping that serve the Highlander, are hereby reserved for the use and benefit of the Association and any public, municipal, private, or quasi-public utility company, together with the right to grant and transfer the same.

34. **Association Utility Duties:** The Association shall maintain all utility installations located in the Common Areas except for those installations maintained by utility companies, public, private, quasi-public, or municipal. The Association shall pay all charges for utilities supplied to the Highlander except those metered or sub-metered and charged separately to the Units.

35. **Term of Declaration:** The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and the Project, and shall inure to the benefit of and shall be enforceable by the Owners and/or the Association and their respective legal representatives, successors-in-interest and permitted assigns, for a term of thirty-five years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall automatically be extended for successive periods of ten years, unless an instrument, signed by all of the then Owners and all of the mortgagees, has been recorded agreeing to terminate and change said covenants, conditions and restrictions in whole or in part.

36. **Condominium Act:** This Declaration is being entered into under and pursuant to the Uniform Condominium Act, Chapter 82, Sections 82.001 et seq., Texas Property Code, herein called the "Act". To the extent the terms and provisions of this Declaration conflict with the provisions and requirements of, or do not provide all of the requirements of, the Act, this Declaration shall be amended to comply with and meet such provisions and requirements (and the provisions of the Act shall govern), unless the Act permits or provides for this Declaration to alter the provisions of the Act in which case this Declaration shall govern.

37. **Owners' Compliance:** Each Owner, tenant or occupant of a Unit and their guests/invitees shall comply with the provisions of this Declaration, the By-laws of the Association, the Rules and Regulations adopted by the Association, and all lawful decisions and resolutions of the Association or its duly authorized representatives. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action by the Association to recover sums due for damages (including costs and reasonable attorneys' fees) and/or for injunctive relief. All agreements and determinations lawfully made by the Association in accordance with this Declaration shall be deemed to be binding on all Owners, their successors, and assigns.

38. **No Warranty of Enforceability:** Any Owner acquiring a Unit in the Highlander in reliance on one or more of the restrictive covenants, terms, or provisions of this Declaration shall assume all risks of the validity and enforceability thereof.

39. **Indemnification and Directors and Officer's Liability Insurance:** To the full extent permitted by the applicable provisions of Title 1, Chapter 8 of the Texas Business Organizations Code and other applicable law, the Association shall advance or reimburse expenses to and indemnify any present and former directors, officers, committee members, employees, and agents of the Association and persons serving or formerly serving at the request of the Association as directors, officers, employees, agents or similar functionaries of another foreign or domestic corporation, other enterprise or entity against judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the person in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative, any appeal in such action, suit or proceeding and any inquiry or investigation that could lead to such an action suit or proceeding, because the person is or was acting in one of the capacities set forth above. The Association shall purchase adequate Directors and Officer's Liability Insurance and maintain adequate funds to cover the deductible.



The undersigned has executed this declaration effective the 14<sup>TH</sup> day of August, 2013.

**Highlanders Homeowner's Association**

By Ellen R. Connelly  
Its: President

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on August 14, 2013, by  
Ellen R. Connelly, as President of the Highlander Homeowner's Association.  
Cathy A. Barker  
Notary Public, State of Texas

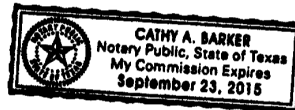
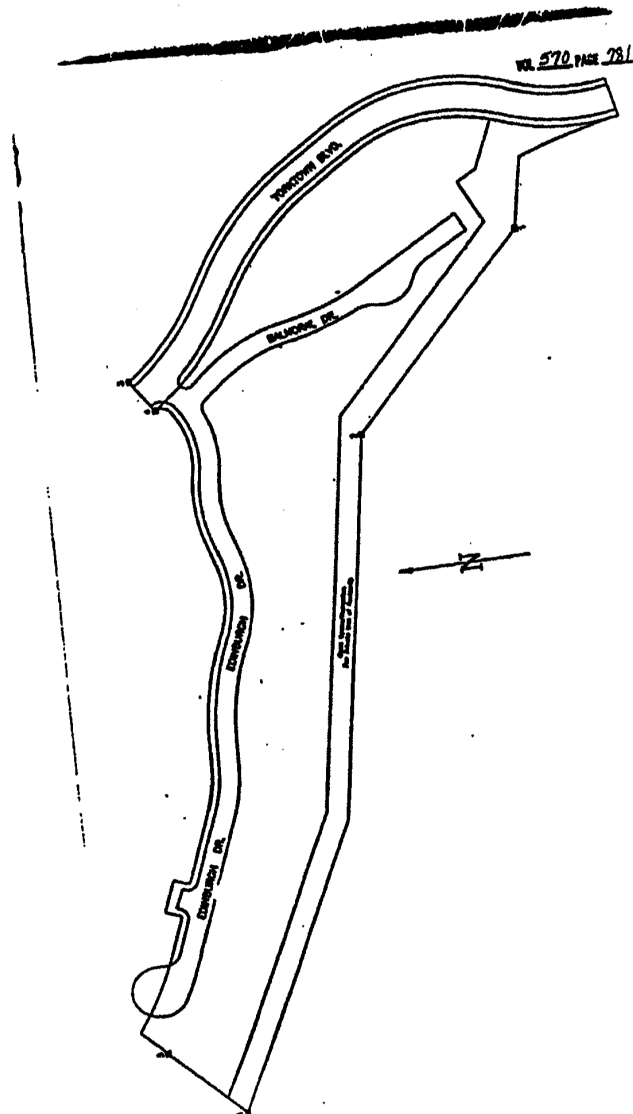


EXHIBIT "A"

- I. Legal description of land is that certain land described in and made the subject of that certain plat of the Highlander Phase 1A according to the plat thereof recorded in Volume 5, Page 32, Plat Records, Kerr County, Texas.
- II. Legal description of Units and map of plan of Units is set forth on subsequent pages of this Exhibit A, and the reference points therein are the same as shown on the plat referenced in I above.
- III. Legal description of open space/recreation area, which is part of the Common Areas is described on subsequent pages of this Exhibit A.

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Exhibit "A", continued



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## FIELD NOTES

BEGINNING at a concrete monument for the west corner of the herein described tract, same being the west corner of The HIGHLANDER, Phase I, and filed in the Plat Records of Kerr County, Texas in Volume 6, Page 32;

THENCE N 48-31-00 E, 37.50 feet to a point for the north corner of this tract.

THENCE S 63-20-06 E, 470.65 feet to a point;

THENCE S 80-00-00 E, 617.21 feet to a point;

THENCE S 46-19-00 E, 376.16 feet to a point;

THENCE N 62-18-41 E, 70.31 feet to a point;

THENCE S 28-59-11 E, 34.62 feet to a point;

THENCE S 66-00-07 E, 78.20 feet to a point in a curve to the right for the west right-of-way line of Yorktown Blvd.;

THENCE along the west right-of-way line and curve to the right with the following parameters: Delta = 3-07-52 Tangent = 7.38  
Radius = 270.00 Bearing = S 18-31-04 W  
Arc = 14.76 Chord = 14.75

to the point of reverse curvature and the beginning of a curve to the left;

THENCE along the west right-of-way line and curve to the left with the following parameters: Delta = 31-00-00 Tangent = 91.52  
Radius = 330.00 Bearing = S 4-35-00 W  
Arc = 178.55 Chord = 178.38

to an iron pin for the south corner of this tract and the south corner of The HIGHLANDER, Phase I, same also being the northwest corner of a subdivision named YORKTOWN, Phase I;

THENCE departing the right-of-way along a non-tangent curve to the left with the following parameters: Delta = 9-41-27 Tangent = 81.13  
Radius = 957.01 Bearing = N 15-45-44 W  
Arc = 161.67 Chord = 161.67

to an iron pin;

THENCE N 79-05-12 W, 106.29 feet to a concrete monument;

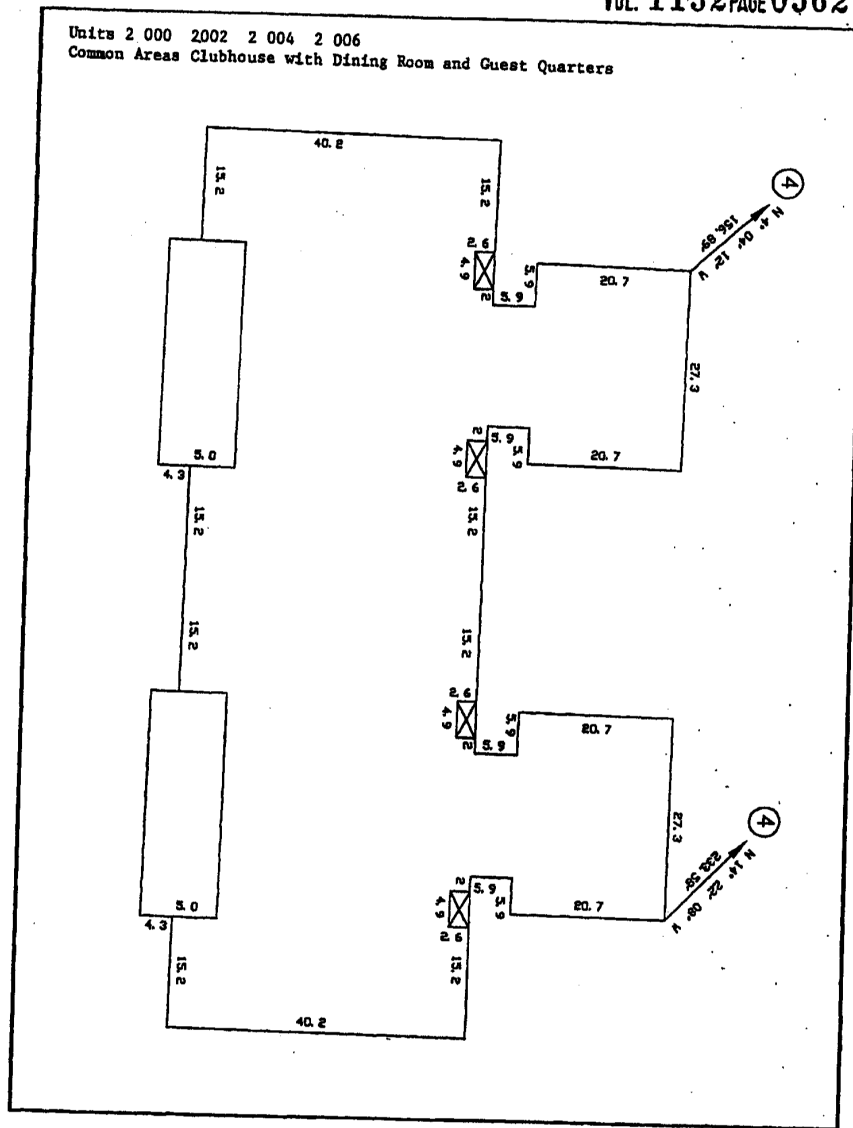
THENCE N 45-19-00 W, 400.00 feet to a concrete monument;

THENCE N 80-00-00 W, 600.00 feet to a point;

THENCE N 63-20-06 W, 483.73 feet to the PLACE OF BEGINNING and containing 1.50 acres of land.

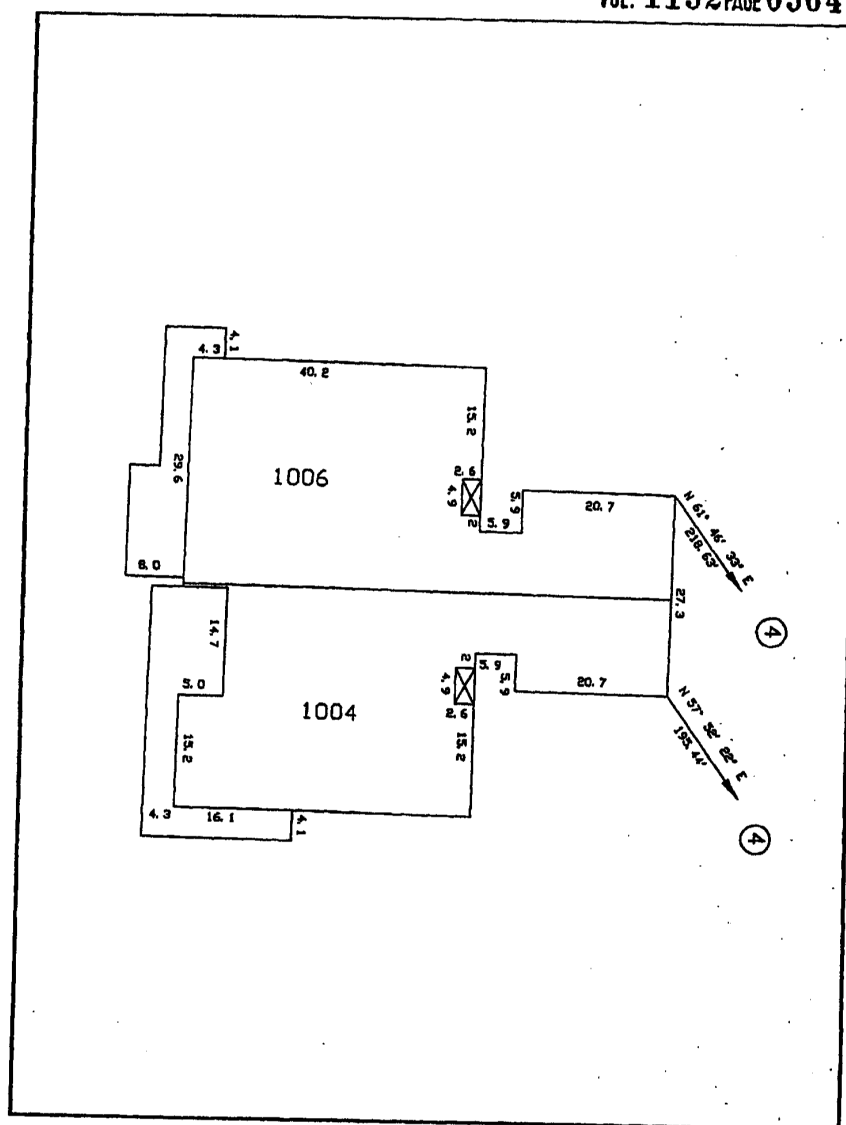
VOL. 1132 PAGE 0562

Units 2 000 2002 2 004 2 006  
Common Areas Clubhouse with Dining Room and Guest Quarters

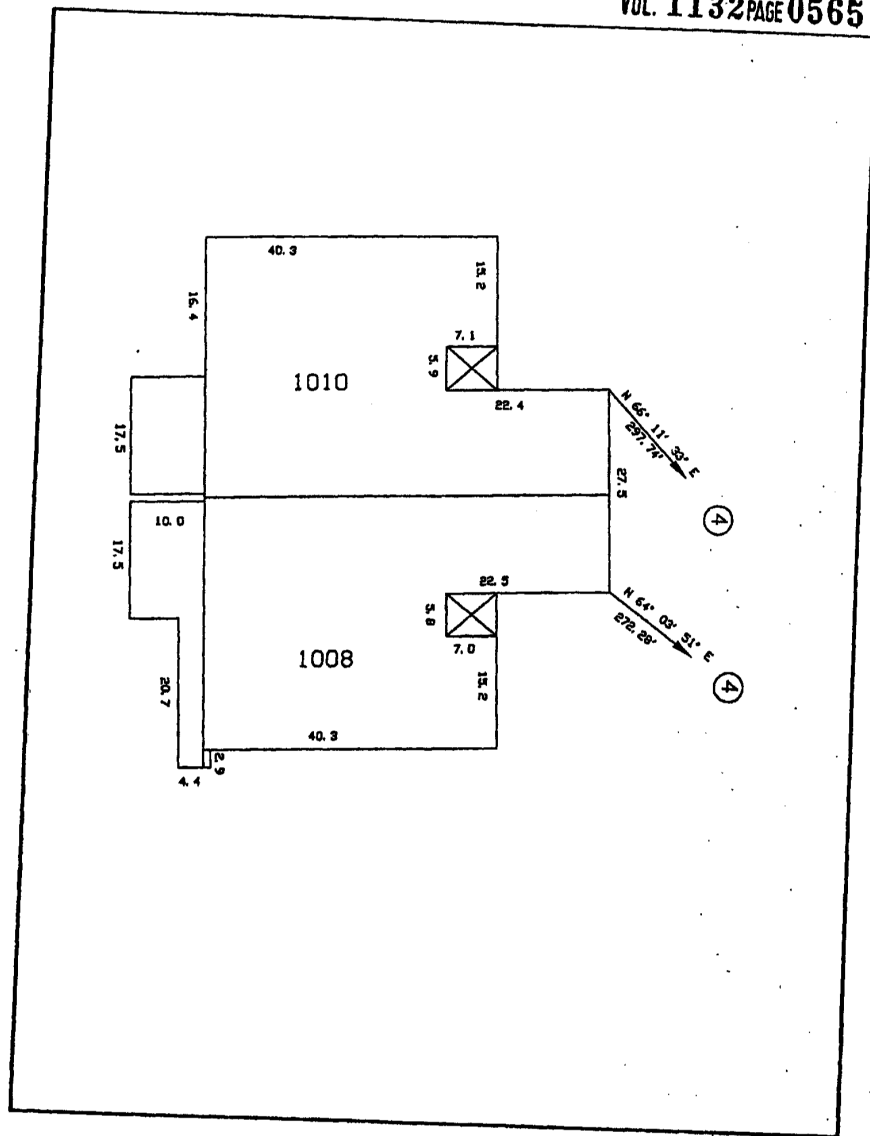




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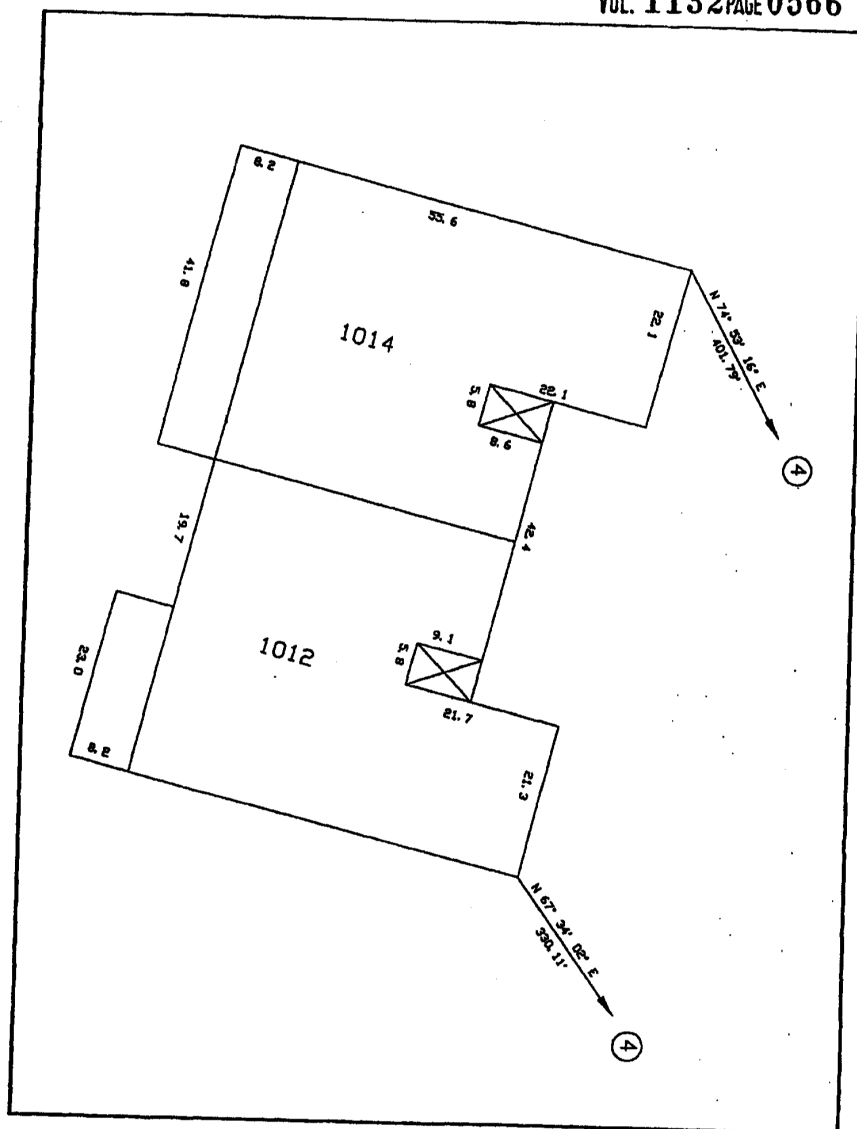


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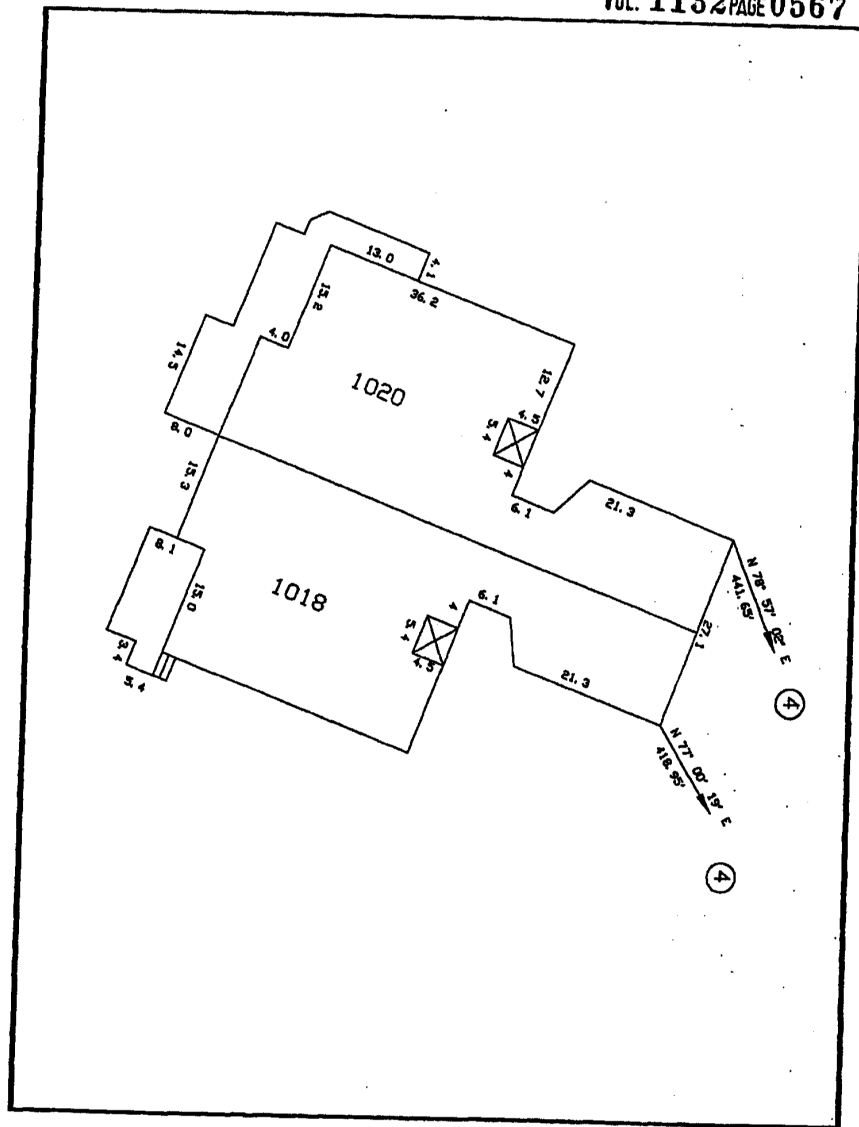




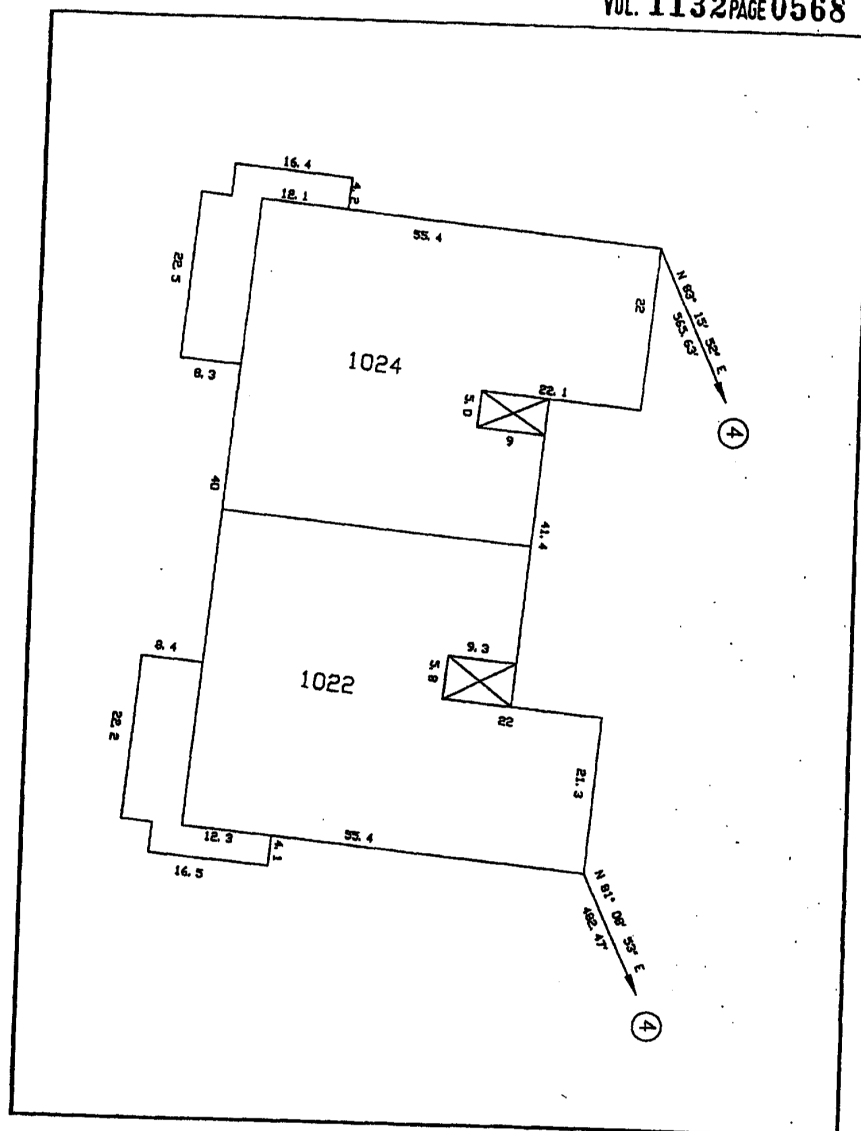
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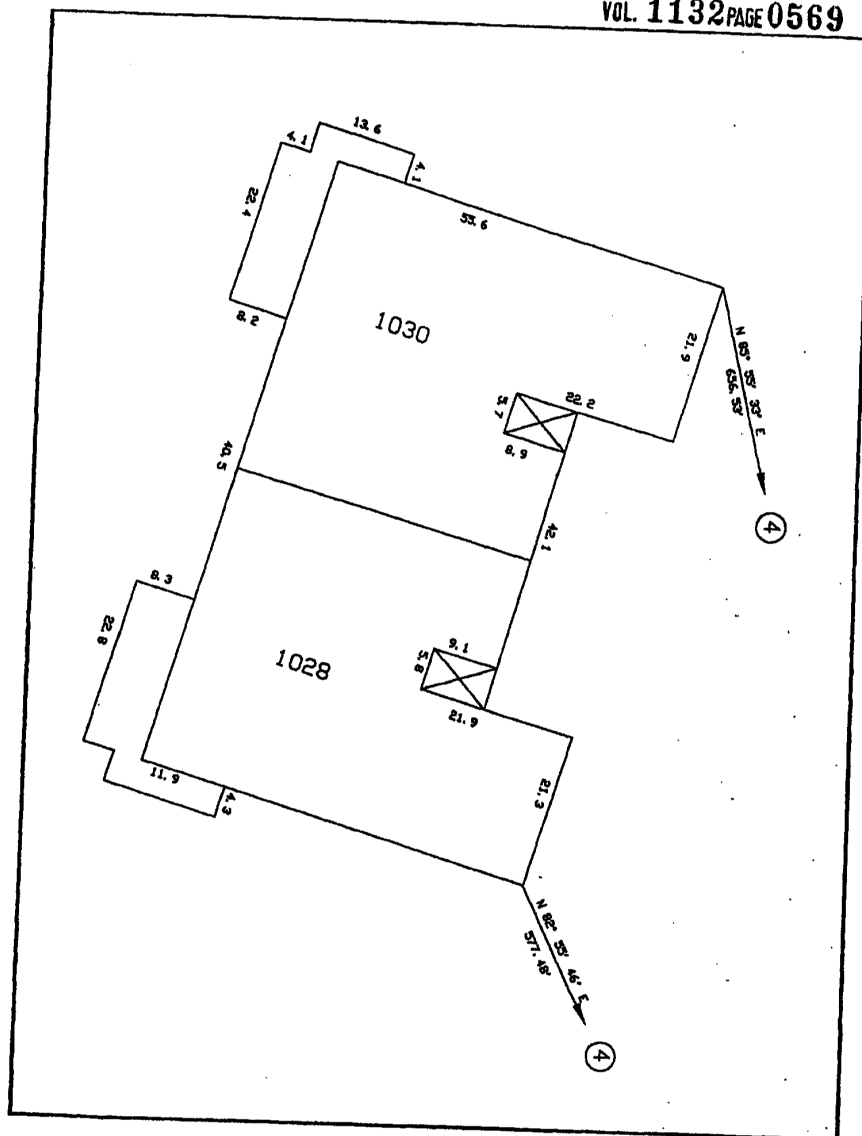
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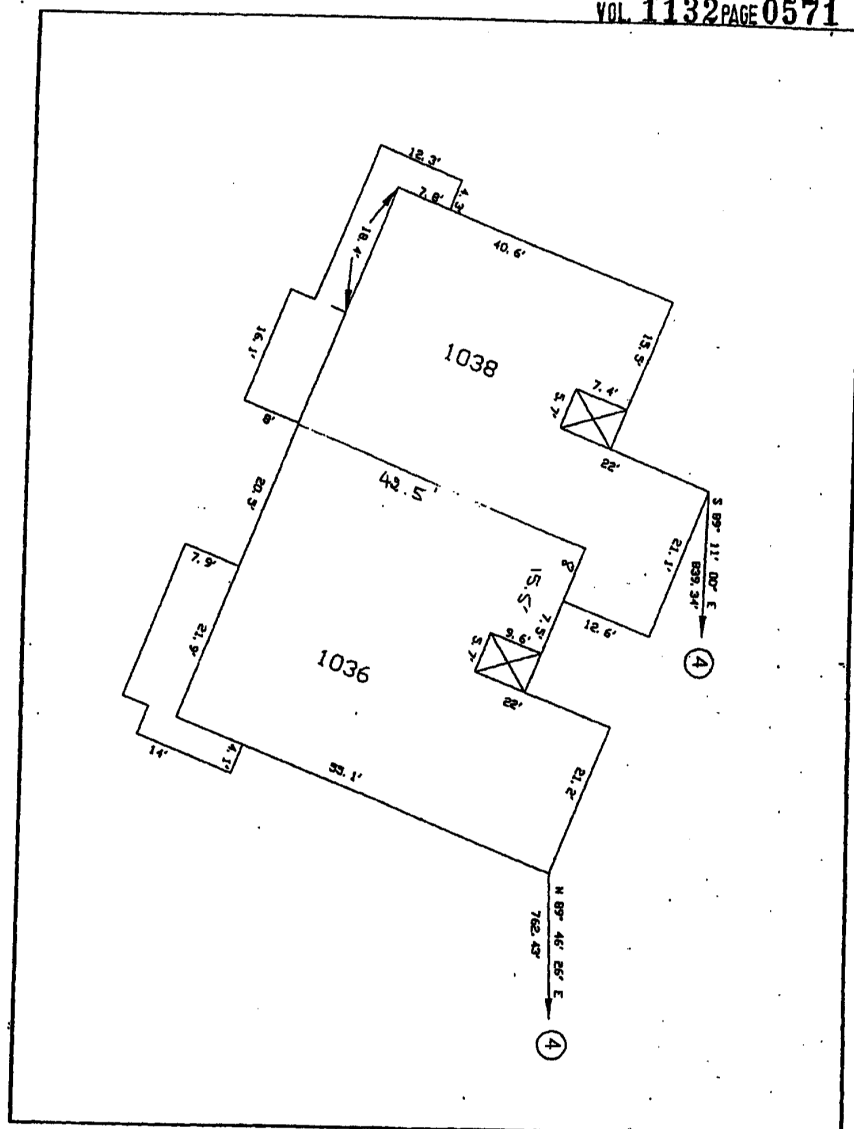


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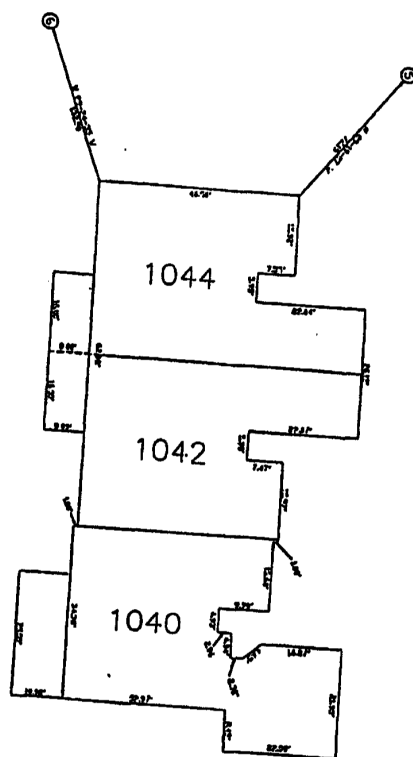


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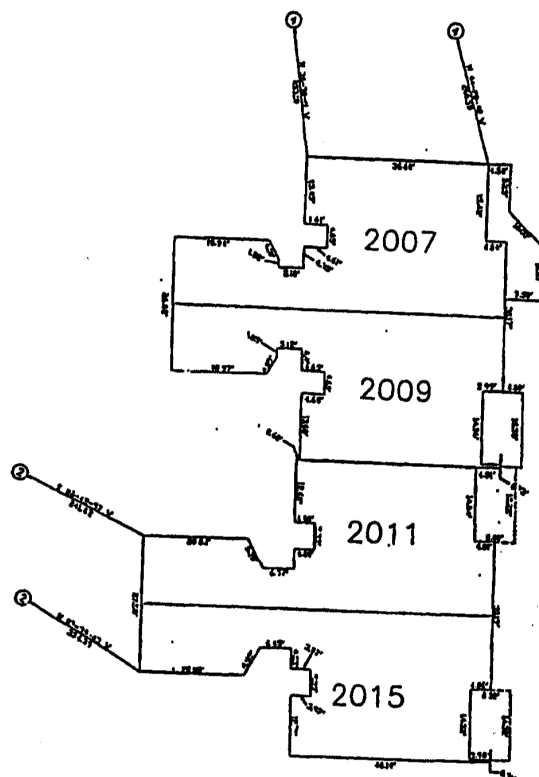
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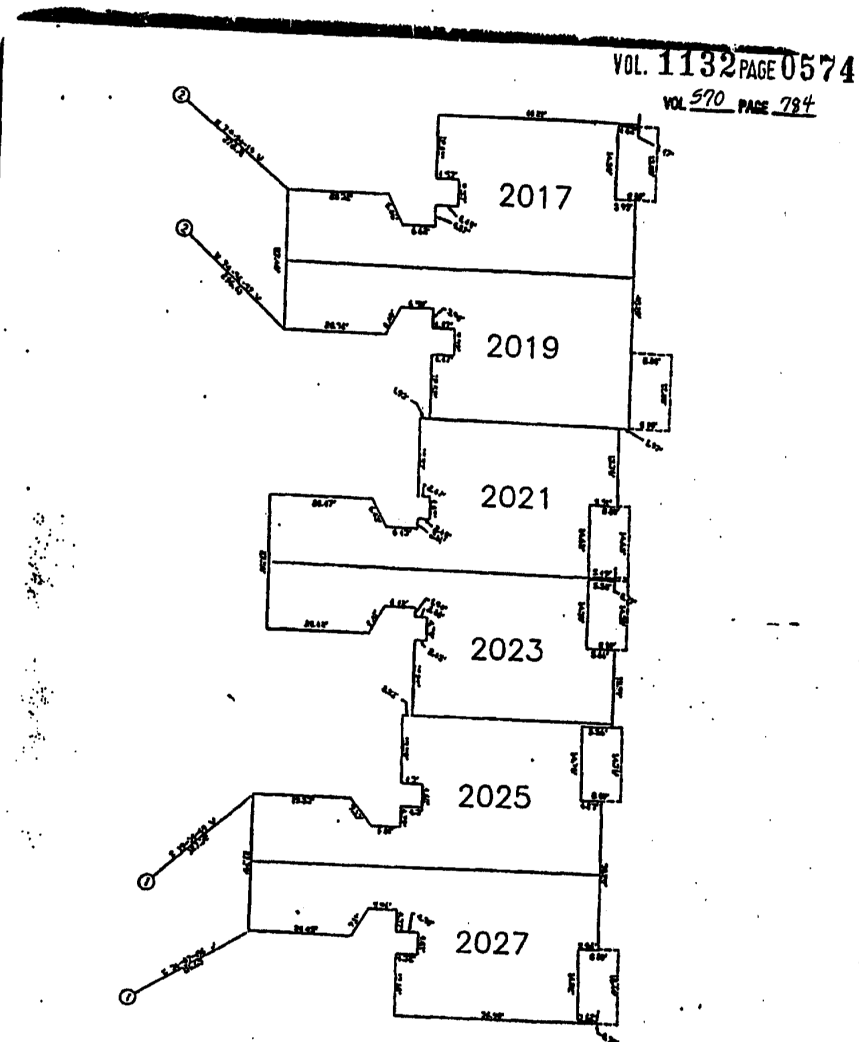


EXHIBIT "B"PERCENTAGE OWNERSHIP  
And  
COMMON INTEREST

## THE HIGHLANDER PHASE 1A

Addresses of Units  
Percentage Ownership  
And Common Interest

## Edinburgh Drive:

1000 Undeveloped Unit	3.61%
1004 Residential Unit	3.21%
1006 Residential Unit	3.21%
1008 Residential Unit	3.21%
1010 Residential Unit	3.21%
1012 Residential Unit	3.54%
1014 Residential Unit	3.54%
1018 Residential Unit	3.21%
1020 Residential Unit	3.21%
1022 Residential Unit	3.54%
1024 Residential Unit	3.54%
1028 Residential Unit	3.54%
1030 Residential Unit	3.54%
1032 Residential Unit	3.54%
1034 Residential Unit	3.54%
1036 Residential Unit	3.54%
1038 Residential Unit	3.21%

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1040 Residential Unit	3.54%
1042 Residential Unit	3.21%
1044 Residential Unit	3.21%
Balmoral Drive:	
2007 Residential Unit	3.21%
2009 Residential Unit	3.21%
2011 Residential Unit	3.21%
2015 Residential Unit	3.21%
2017 Residential Unit	3.21%
2019 Residential Unit	3.21%
2021 Residential Unit	3.21%
2023 Residential Unit	3.21%
2025 Residential Unit	3.21%
2027 Residential Unit	<u>3.21%</u>
TOTALS	100.00%

## 2000 Balmoral Drive:

Units 2000, 2002, 2004, 2006 are Common Areas, Clubhouse with Dining Room and Guest Quarters, subject to the terms, provisions and rights which are set forth in documents of record and which pertain to such Units.

EXHIBIT "C"

- \* The purpose of this exhibit is to demonstrate the methodology to be used in determining monthly assessments and occupation fees. Actual dollar amounts for any given year will vary depending on budgeted expenses and number of Units.

EXAMPLE OF CALCULATION OF MONTHLY ASSESSMENTSAssumptions:

1.	Total estimated costs and reserve fund allocation needed to fund budget	--	\$128,600
2.	Anticipated income other than monthly assessments	--	\$2,600
3.	Total Units	--	29
4.	Small Units	--	19
5.	Large Units	--	10

Step 1. -- Determine funds needed from monthly assessments

1.	Total funds needed (Assumption 1)	--	\$128,600
2.	Anticipated income other than monthly assessments (Assumption 2)	--	\$2,600
3.	Funds needed from monthly assessments	--	\$126,000

Step 2. -- Determine amount of 5% surcharge on large Units

1.	5% of \$126,000 (Step 1.3)	--	\$6,300
2.	\$6300 ÷ 10/29 (Assumption 5 & 3)	--	\$2,172.41
	Annual fees generated by 5% surcharge		

Step 3. -- Determine monthly fees needed from small unit owners

1.	Total funds needed from all unit owners (Step 1.3)	--	\$126,000
2.	Less 5% surcharge to large unit owners (Step 2.2)	--	- \$2,172.41
3.	Annual funds needed from small unit owners	--	\$123,827.59
4.	Monthly assessment to small unit owner \$123,827.59 ÷ 29 ÷ 12	--	\$355.82
5.	Rounded to nearest dollar	--	\$356

Step 4. -- Determine monthly fees needed from large unit owners

1.	Monthly assessment to small unit owner (Step 3.4)	--	\$356
2.	Large unit surcharge (105%)	--	\$373.80
3.	Rounded to nearest dollar	--	\$374

EXAMPLE OF CALCULATION OF MONTHLY OCCUPATION FEEAssumptions:

1. 1 additional occupant over 1
2. 2 additional occupants over 1
3. 3 additional occupants over 1

Step 1. -- Assumption 1 above

- |   |    |        |
|---|----|--------|
| 1. Small unit monthly assessment                                  | -- | \$356  |
| 2. Monthly occupation fee for Assumption 1 above<br>(2% of \$356) | -- | \$7.12 |
| 3. Rounded to nearest dollar                                      | -- | \$7    |

Step 2. -- Assumption 2 above

- |  |    |         |
|--|----|---------|
| 1. Small unit monthly assessment                                 | -- | \$356   |
| 2. Monthly occupation fee for Assumption 2 above<br>(2 x \$7.12) | -- | \$14.24 |
| 3. Rounded to nearest dollar                                     | -- | \$14    |

Step 3. -- Assumption 3 above

- |  |    |         |
|--|----|---------|
| 1. Small unit monthly assessment                                 | -- | \$356   |
| 2. Monthly occupation fee for Assumption 3 above<br>(3 x \$7.12) | -- | \$21.36 |
| 3. Rounded to nearest dollar                                     | -- | \$21    |

**Exhibit "D"****AGE AND OCCUPANCY CERTIFICATION****HIGHLANDER CONDOMINIUM SUBDIVISION,  
A 55 OR OVER COMMUNITY**

Pursuant to the Housing for Older Persons Act, 1995 Pub.L.No. 104-76, 109 Stat. 787 and Title 24, Code of Federal Regulations, Part 100, Subpart E-Housing for Older Persons  
24 C.F.R. P 100.307-Verification of Occupancy

Highlander Condominium Subdivision (HCS) is a "55 or Over" community, and therefore under federal law at least eighty percent (80%) of the Units of the Condominium must be occupied at all times by at least one (1) person who is 55 years of age or older. As required by the Declaration of the Highlander Owners Association (HOA), and by the Bylaws and the Rules and Regulations of the HOA, this Age and Occupancy Certification must be completed by an adult occupant of each unit upon the transfer of any unit of the Condominium, and also at least once every two (2) years thereafter in order to comply with federal law. Accordingly, by signing below, the undersigned hereby certifies the following information to be true and correct:

1. **Unit Number.** The undersigned is a member of the house of Unit # and street \_\_\_\_\_ (the Unit);
2. **Certification by Adult Occupant.** The undersigned is currently an occupant of the Unit and is 18 years of age or older.
3. **Age and Occupancy Certification.** The undersigned certifies that the Unit is occupied by at least one person who is 55 years of age or older. The names and birth dates of all current occupants of the Unit (including the undersigned) are listed below, and acceptable Proof of Age \* for each occupant has been provided as indicated.

**OCCUPANT #1**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.,: \_\_\_\_\_

**OCCUPANT #2**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.,: \_\_\_\_\_

**OCCUPANT #3**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.,: \_\_\_\_\_

**OCCUPANT #4**

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Proof of Age (check one as applicable):  
( ) Proof of age has been previously provided Condominium;  
( ) Proof of age attached hereto; or  
( ) Verification of Proof of Age:  
FORM of IDENTIFICATION: \_\_\_\_\_  
LICENSE NO., ETC.,: \_\_\_\_\_

(FOR ADDITIONAL OCCUPANTS, PLEASE LIST INFORMATION ON REVERSE)

\*The following are acceptable forms of documentation for Proof of Age: (1) Driver's License; (2) Birth Certificate; (3) Passport; (4) Immigration Card; (5) Military Identification; (6) Any other state, local, national, or international official documents containing a birth date of comparable reliability; or (7) IN LIEU of attaching copies of the foregoing, Proof of age may be provided by confirming the form of Identification and corresponding License No., Certificate No., etc., as noted above. IF NOT PREVIOUSLY PROVIDED AND ON FILE WITH THE HOA, PROOF OF AGE FOR EACH OCCUPANT MUST BE PROVIDED HEREWITH.

Printed Name  
Unit # and Street  
(Occupant Providing Certification)

\_\_\_\_\_  
Date

Signature  
(Occupant Providing Certification)

**EXHIBIT "E"****SUPPLEMENT AND CONSENT OF UNIT OWNERS TO AMEND AND RESTATE  
CONDOMINIUM DECLARATION AND MASTER DEED FOR THE  
HIGHLANDER**

This Supplement and Consent is made and entered into by the undersigned, who are owners of units in The Highlander (herein so called) which is a condominium development created by the Condominium Declaration and Master Deed recorded in Volume 570, Page 757, Real Property Records, Kerr County, Texas, as thereafter amended in restated in that certain Amended and Restated Condominium Declaration and Master Deed recorded in Volume 1132, Page 540, Real Property Records, Kerr County, Texas ("Declaration").

Under and pursuant to the Declaration, the undersigned have reviewed, approved, and consented to the Amended and Restated Condominium Declaration and Master Deed for The Highlander ("Amended and Restated Declaration") and in connection therewith and to supplement and complete the Amended and Restated Declaration hereby agree as follows:

1. This Supplement and Consent may be attached to and incorporated in the Amended and Restated Declaration by the Board of Directors of the Highlander Owner's Association ("Association").

*[signature pages follow]*

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

LANA HOFFMAN  
Name (printed)

Lana Hoffman  
Signature

2007  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

2007 Belmarada  
Kerrville, TX 78628

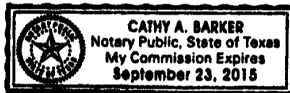
8/27/13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27/, 2013 by  
Lana Hoffman.



Cathy Barker  
Notary Public, State of Texas

**OR  
Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806



**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Patricia Davis  
Name (printed)

Patricia Davis  
Signature

2009  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/27/13  
Date

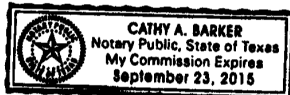
**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Patricia Davis



Cathy A. Barker  
Notary Public, State of Texas

**OR  
Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806

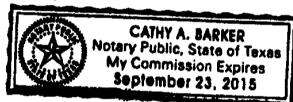
**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Jean B. Londe  
Name (printed)Jean B. Londe  
Signature2011  
Unit #\_\_\_\_\_  
Name (printed)\_\_\_\_\_  
Signature\_\_\_\_\_  
Unit #Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_8/27/12  
Date**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 byJean B. LondeCathy A. Barker  
Notary Public, State of Texas**OR****Acknowledgment of Signature by Witness**\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Wilma M. Zimmer      Wilma M. Zimmer      2015  
Name (printed)      Signature      Unit #

\_\_\_\_\_  
Name (printed)      Signature      Unit #

Address: \_\_\_\_\_

\_\_\_\_\_  
Date 8/27/13

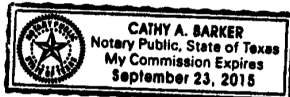
**Acknowledgment of Notary**

The State of Texas    §

County of Kerr      §

This instrument was acknowledged before me on 8/27, 2013 by

Wilma Zimmer



Cathy A. Barker  
Notary Public, State of Texas

**OR**

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

<u>SANDRA SLATER</u> Name (printed)	<u>Sandra Slater</u> Signature	<u>2019 BALMORAL</u> Unit #
_____ Name (printed)	_____ Signature	_____ Unit #

Address:

<u>1600 WOLF PASS</u>	<u>9/5/13</u>
<u>EDDIE, TX 78624</u>	Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

**OR  
Acknowledgment of Signature by Witness**

<u>Michelle Smith</u> Signature of Witness
<u>Michelle Smith</u> Printed Name

<u>180 Mackay Drive Kennel 24 78028</u> Address of Witness
<u>9-5-2013</u> Date

<u>Kandra Perrin</u> Signature of Witness
<u>Kandra Perrin</u> Printed Name

<u>311 First St Center Point TX 78010</u> Address of Witness
<u>9-5-13</u> Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

LAURA ROTH Laura Roth 2021  
Name (printed) Signature Unit #

\_\_\_\_\_  
Name (printed) Signature Unit #

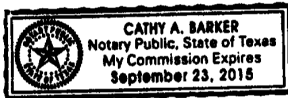
Address:

2021 Balmeral 8-27-13  
Kerrville, Tx 78028 Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 byLaura Roth

Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

Signature of Witness

Address of Witness

Printed Name

Date

Signature of Witness

Address of Witness

Printed Name

Date

Version 201300806

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current legal owner of the Unit described.

KERWIN L. FORRESTER  
Name (printed)

Signature

2013  
Unit #

MARY T. FORRESTER  
Name (printed)

Signature

2013  
Unit #

Address:

1023 BALMORAL DR.  
KERRVILLE, TX 78048

8/27/13  
Date

### Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27, 2013 by

Kerwin & Mary Forrester



Cathy A. Barker  
Notary Public, State of Texas

OR

### Acknowledgment of Signature by Witness

Signature of Witness

Address of Witness

Printed Name

Date

Signature of Witness

Address of Witness

Printed Name

Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

<u>Rebecca M. McFadden</u>	<u>Rebecca M. McFadden</u>	<u>2025</u>
Name (printed)	Signature	Unit #
<u>D. Bruce McFadden</u>	<u>D. Bruce McFadden</u>	<u>2025</u>
Name (printed)	Signature	Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
Date 8/27/13

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Rebecca & Bruce McFadden.



Cathy A. Barker  
Notary Public, State of Texas

**OR  
Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Paul Doyle  
Name (printed)

[Signature]  
Signature

2027  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/27/13  
Date

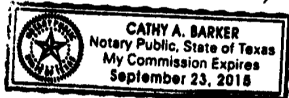
**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Paul Doyle



Cathy A. Barker  
Notary Public, State of Texas

**OR  
Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806



SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current legal owner of the Unit described.

NORATCO INC.  
Name (printed) *[Signature]* Signature 1000 Unit #

\_\_\_\_\_  
Name (printed) \_\_\_\_\_ Signature \_\_\_\_\_ Unit #

Address:

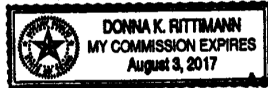
820 Main  
Kerrville, Texas  
78028  
8/27/13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on August 27, 2013 by  
David L. Jackson, Attorney of Noratco, Inc., a Texas  
corporation on behalf of said corporation.  
Donna K. Rittmann  
Notary Public, State of Texas



OR  
Acknowledgment of Signature by Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

John S. Lacy  
Name (printed)

[Signature]  
Signature

1004 Edinburgh  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

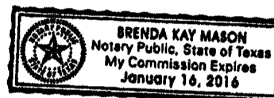
5300 Lake Linderoed  
Waco, Tex 76710

8-21-13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §



This instrument was acknowledged before me on August 21, 2013 by  
Brenda Mason

Brenda Mason  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

Beth Slovak  
Signature of Witness

Beth Slovak  
Printed Name

Cathy Oliver  
Signature of Witness

Cathy Oliver  
Printed Name

5480 Ft. Graham Rd West, Tx 76091  
Address of Witness

August 22, 2013  
Date

4212 Village Oak, Waco, TX 76710  
Address of Witness

08/22/2013  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

WALTER PARKER JR [Signature] 1006  
Name (printed) Signature Unit #  
W  
Name (printed) Signature Unit #

Address:

459 Vickitung Ave 8/27/13  
Kerrville TX 78028 Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 20 13 by \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

**OR  
Acknowledgment of Signature by Witness**

[Signature]  
Signature of Witness  
MARJOR ARROD  
Printed Name

1006 Edinburg Dr Kerrville, TX  
Address of Witness 78028  
8/27/13  
Date

[Signature]  
Signature of Witness  
BETH FLINTON  
Printed Name

203 Ranchero Rd Kerrville, TX  
Address of Witness 78028  
8/27/13  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

JEAN B. NEWELL  
Name (printed)

Jean B. Newell  
Signature

1008 E  
Unit #

Name (printed)

Signature

Unit #

Address:

1008 Edinburg  
Kerrville, Tx 78028

8-27-13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**OR**  
**Acknowledgment of Signature by Witness**

JACQUES DUHR  
Signature of Witness

JACQUES DUHR  
Printed Name

1712 JEFFERSON ST. KERRVILLE  
Address of Witness

8/27/2013  
Date

Donna R. Brown  
Signature of Witness

DONNA R. BROWN  
Printed Name

139 Spring Branch Dr. Kerrville  
Address of Witness

8-27-13  
Date

## SIGNATURE

By signing below, I represent that I am the current, legal owner of the Unit described.

Ellen R. Connelly  
Name (printed)

Ellen R. Connelly  
Signature

1010  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:

1010 Edinburgh Drive  
Kennville TN 37025

August 14, 2013  
Date

## Acknowledgment

THE STATE OF TEXAS

§

COUNTY OF KERR

§

This instrument was acknowledged before me on August 14, 2013 by  
Ellen R. Connelly.



Cathy A. Barker  
Notary Public, State of Texas

## Acknowledgment

THE STATE OF TEXAS

§

COUNTY OF KERR

§

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

PATRICIA FERGUSON  
Name (printed)Patricia Y. Ferguson  
Signature1012  
Unit #\_\_\_\_\_  
Name (printed)\_\_\_\_\_  
Signature\_\_\_\_\_  
Unit #Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_8-27-13  
Date**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27-13, 2013 byPatricia FergusonCathy A. Barker  
Notary Public, State of Texas**OR****Acknowledgment of Signature by Witness**\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

<u>Beulah D. Huggins</u>	<u>Beulah D. Huggins</u>	<u>1014</u>
Name (printed)	Signature	Unit #
<u>Bill Huggins</u>	<u>Bill Huggins</u>	<u>1014</u>
Name (printed)	Signature	Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
Date 8/27/13

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 byBeulah & Bill Huggins

Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

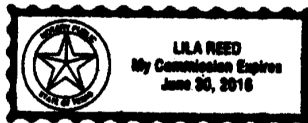
Janet W Batjer  
Name (printed)Janet W Batjer  
Signature1030  
Unit #\_\_\_\_\_  
Name (printed)\_\_\_\_\_  
Signature\_\_\_\_\_  
Unit #

Address:

4765 Bowser Ct.08/21/2013  
DateDallas TX 75219**Acknowledgment of Notary**

The State of Texas §

County of Dallas §

This instrument was acknowledged before me on August 21, 2013 byJanet BatjerLila Reed  
Notary Public, State of Texas**OR  
Acknowledgment of Signature by Witness**\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Witness\_\_\_\_\_  
Address of Witness\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Date

Version 201300808



**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

CAROL GREENE  
Name (printed)Carol Greene  
Signature1022  
Unit #\_\_\_\_\_  
Name (printed)\_\_\_\_\_  
Signature\_\_\_\_\_  
Unit #

Address:

1022 Edinburg Dr.  
Kerrville, TX 7802808/23/2013  
Date**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by  
\_\_\_\_\_\_\_\_\_\_  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**Alan J. Pethick  
Signature of WitnessALAN J. PETHICK  
Printed Name1022 Edinburg Dr. Kerrville, Tx 78028  
Address of Witness08/23/2013  
DateKarleen J. White  
Signature of WitnessKarleen J. White  
Printed Name21 Nazareth Dr Augusta ME 04330  
Address of Witness08/23/2013  
Date

SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.

By signing below, I represent that I am the current, legal owner of the Unit described.

LYDIE B. BOTHMER  
Name (printed)

Lydie B. Bothmer  
Signature

1030  
Unit #

EVELYN T. BOTHMER  
Name (printed)

Evelyn T. Bothmer  
Signature

1030  
Unit #

Address:

1030 EDINBURGH DRIVE  
KERRVILLE, TX 78028

8-19-13  
Date

Acknowledgment of Notary

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

OR

Acknowledgment of Signature by Witness

Priscilla Tremayne  
Signature of Witness

PRISCILLA TREMAYNE  
Printed Name

911 Lacy Lane - Kerrville  
Address of Witness

8-19-13  
Date

David T. Ewing  
Signature of Witness

DAVID T. EWING  
Printed Name

2022 VISTA RIDGE KERRVILLE  
Address of Witness

8/19/13  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Melinda Wasson  
Name (printed)

Melinda Wasson  
Signature

1032  
Unit #

JAMES WASSON  
Name (printed)

James Wasson  
Signature

1032  
Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

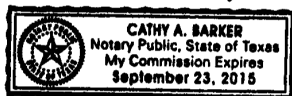
8/27/2013  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by  
Melinda & James Wasson.



Cathy A. Barker  
Notary Public, State of Texas

**OR**

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Albert O. Spencer Jr  
Name (printed)

Albert O. Spencer Jr  
Signature

1034  
Unit #

Phyllis N. Spencer  
Name (printed)

Phyllis N. Spencer  
Signature

1034  
Unit #

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8-27-13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Albert & Phyllis Spencer.



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

JANELLE R. MILES  
Name (printed)

Janelle R. Miles  
Signature

1036  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

\_\_\_\_\_  
Address:

8-27-13  
Date

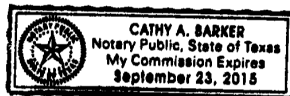
**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8-27, 2013 by

Janelle R. Miles



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

LORINE TREUMER  
Name (printed)

Lorine Treumer  
Signature

1038  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8-27-2013  
Date

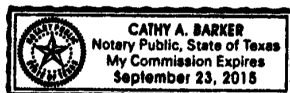
**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27/, 2013 by

Lorine Treumer



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

GENEVIEVE THOMAS Genevieve Thomas 1040  
Name (printed) Signature Unit #  
Alan R. Massey Alan R. Massey 1040  
Name (printed) Signature Unit #

Address: 1040 EDINBURGH DR 8/22/13  
KERRVILLE, TEXAS Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on August 22, 2013 by  
Genevieve Thomas and  
Alan R. Massey



Cathy A. Barker  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

[Signature]  
Signature of Witness  
Jon Landfield  
Printed Name

4504 Ainsworth Cir  
Address of Witness  
8/22/13  
Date

\_\_\_\_\_  
Signature of Witness  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address of Witness  
\_\_\_\_\_  
Date

**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

Rockelle Dainas  
Name (printed)

Rockelle Dainas  
Signature

1042  
Unit #

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Unit #

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/27/13  
Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on 8/27, 2013 by

Rockelle Dainas.

Cathy A. Barker  
Notary Public, State of Texas



OR

**Acknowledgment of Signature by Witness**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Version 201300806



**SIGNATURE MUST BE NOTARIZED OR THE SIGNATURE AND ADDRESS OF TWO ADULT WITNESSES MUST BE PROVIDED.**

By signing below, I represent that I am the current, legal owner of the Unit described.

<u>EILEEN K. COOPER</u>	<u>Eileen K. Cooper</u>	<u>1044</u>
Name (printed)	Signature	Unit #

_____	_____	_____
Name (printed)	Signature	Unit #

Address:

<u>220 HARPER RD.</u>	<u>August 19, 2013</u>
<u>KERRVILLE TX 78028</u>	Date

**Acknowledgment of Notary**

The State of Texas §

County of Kerr §

This instrument was acknowledged before me on \_\_\_\_\_, 2013 by  
\_\_\_\_\_\_\_\_\_\_  
Notary Public, State of Texas

OR

**Acknowledgment of Signature by Witness**

<u>Bernadette Jones</u>
Signature of Witness

<u>Bernadette Jones</u>
Printed Name

<u>220 Harper Rd.</u>
Address of Witness

<u>08/19/13</u>
Date

<u>Jane Stanton</u>
Signature of Witness

<u>JANE STANTON</u>
Printed Name

<u>220 HARPER RD</u>
Address of Witness

<u>8-19-2013</u>
Date

**Filed by and Return to:**

**Alan Massey**

**1040 Edinburgh Dr**

**Kerrville TX 78028**

FILED AND RECORDED  
AT 1:25 o'clock P.M.  
STATE OF TEXAS  
COUNTY OF KERR



SEP 06 2013

Notary Public in and for the State of Texas, My Comm. Expires 09/01/15  
sequence on the date and time stamped hereon by me and was  
recorded in the Official Records of Kerr County, Texas.  
J. Nathan Propper, Kerr County Clerk  
Notary