MANAGEMENT CERTIFICATE
PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

The undersigned, being an officer of Paradise on the Guadalupe Property Owners Association (the "**Association**"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Paradise on the Guadalupe.

2. The name of the Association: Paradise on the Guadalupe Property Owners Association.

3. The recording data for the subdivision: All that certain real property located in Comal County, Texas, made subject to that certain Declaration of Covenants, Conditions and Restrictions for Paradise on the Guadalupe, recorded in Document No. 202106042711, Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "**Declaration**").

4. The recording data for the Declaration with any amendments and/or supplements to the Declaration: See Exhibit A.

5. The name and mailing address of the Association: Paradise on the Guadalupe Property Owners Association, c/o The Neighborhood Company, LLC, 1118 Vintage Way, New Braunfels, TX 78132.

6. The name, mailing address, telephone number, and email address of the manager of the Association:

Name:	The Neighborhood Company, LLC
Attn:	Community Manager
Mailing Address:	1118 Vintage Way, New Braunfels, TX 78132
Phone Number:	830.264.2454
Email Address:	Info@NeighborhoodCo.com

7. Website for Dedicatory Instruments: www.paradisetxowners.com

8. The amount and description of a fee or fees charged by the Association relating to a property transfer in the subdivision:

Resale Certificate:	$375.00.
Transfer Fee:	$400.00.

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ACKNOWLEDGEMENT

The foregoing is a true and correct copy of the Management Certificate for the association identified below.

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation

By: _____

Name: LAURA FICCO

Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on the 3 day of December, 2025, by Laura Ficco, the Authorized Agent of PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said nonprofit corporation.

(SEAL)

HEIDI KRASNER
Notary Public, State of Texas
Comm. Expires 09-17-2028
Notary ID 135092209

_____
Notary Public Signature

AFTER RECORDING RETURN TO:

Alex Valdes, Esq.
WINSTEAD PC
600 W. 5th Street, Suite 900
Austin, Texas 78701
avaldes@winstead.com

UNOFFICIAL

EXHIBIT A

RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS

1. Paradise on the Guadalupe – Declaration of Covenants, Conditions and Restrictions, under Document No. 202106042711, Official Public Records of Comal County, Texas.

2. Paradise on the Guadalupe – Affidavit of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions, under Document No. 202206027234, Official Public Records of Comal County, Texas.

3. Paradise on the Guadalupe – First Amendment to Declaration of Covenants, Conditions and Restrictions, under Document No. 202206026435, Official Public Records of Comal County, Texas

4. Paradise on the Guadalupe – Bylaws, under Document No. 202206037518, Official Public Records of Comal County, Texas

5. Paradise on the Guadalupe – Second Amendment to Declaration of Covenants, Conditions and Restrictions, under Document No. 202206048963, Official Public Records of Comal County, Texas

6. Paradise on the Guadalupe – Supplemental Policies (2025 Legislative Update), under Document No. 202506037612, Official Public Records of Comal County, Texas

UNOFFICIAL

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/03/2025 11:46:00 AM
TERRI 3 Pages(s)
202506038277

County Court of Comal County, Texas

Bobbie Koepp

202106042687 08/12/2021 11:01:32 AM 1/25

SUBDIVISION PLAT
(PLAT)

NAME OF SUBDIVISION:

PARADISE ON THE GUADALUPE U1

(Reference:)

PLAT MAP IMAGE(S) LOCATED IN PLAT MAP RECORDS

PREPARED IN THE OFFICE OF THE COMAL COUNTY CLERK

BY: Jessica Hester
Deputy Clerk

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/12/2021 11:01:32 AM
JESSICA 25 Page(s)
202106042687

Bobbie Koepp

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13290

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 371369 Geo ID: 740369000102
Legal Acres: 23.8400
Legal Desc: A-369 SUR-345 1/2 G LONG, ACRES 23.84
Situs: DEMI JOHN BEND CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #4 (FIRE)
Lateral Road

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	226,480
Productivity Use:	1,810
Assessed Value	1,810

Property is receiving Ag Use

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

COMAL COUNTY * TAX ASSESSOR-COLLECTOR *

Tax Certificate Issued for:	**Taxes Paid in 2020**
COMAL COUNTY	740.92
Lateral Road	91.78
COMAL ISD	2,963.00
ESD #1 (EMS)	190.85
ESD #4 (FIRE)	150.93

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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

A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Nichole Munandez
Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13291

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 371370 Geo ID: 740369000103
Legal Acres: 7.9870
Legal Desc: A-369 SUR-345 1/2 G LONG, ACRES 7.987
Situs: DEMI JOHN BEND CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #4 (FIRE)
Lateral Road

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	75,877
Productivity Use:	610
Assessed Value	610

Property is receiving Ag Use

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

COMAL COUNTY TAX ASSESSOR-COLLECTOR

Tax Certificate Issued for:	Taxes Paid in 2020
COMAL COUNTY	248.25
Lateral Road	30.75
COMAL ISD	992.73
ESD #1 (EMS)	63.94
ESD #4 (FIRE)	50.57

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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

A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13292

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 371371 Geo ID: 740368000501
Legal Acres: 7.3900
Legal Desc: A-368 SUR-346 1/2 G LONG, ACRES 7.39
Situs: DEMI JOHN BEND CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #4 (FIRE)
Lateral Road

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	70,205
Productivity Use:	560
Assessed Value	560

Property is receiving Ag Use

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

COMAL COUNTY TAX ASSESSOR-COLLECTOR

Tax Certificate Issued for:	**Taxes Paid in 2020**
COMAL COUNTY	229.68
Lateral Road	28.45
COMAL ISD	918.46
ESD #1 (EMS)	59.17
ESD #4 (FIRE)	46.78

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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

A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Nicholle Hernandez
Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13293

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 371372 Geo ID: 740368000502
Legal Acres: 2.2500
Legal Desc: A-368 SUR-346 1/2 G LONG, ACRES 2.25
Situs: DEMI JOHN BEND CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #4 (FIRE)
Lateral Road

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	21,375
Productivity Use:	170
Assessed Value	170

Property is receiving Ag Use

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

COMAL COUNTY TAX ASSESSOR-COLLECTOR

Tax Certificate Issued for:	Taxes Paid in 2020
COMAL COUNTY	0.54
Lateral Road	0.07
COMAL ISD	2.17
ESD #1 (EMS)	0.14
ESD #4 (FIRE)	0.11

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13294

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 371373 Geo ID: 740051000202
Legal Acres: 22.2920
Legal Desc: A- 51 SUR-528 J BYLAND, ACRES 22.292
Situs: 1760 DEMI JOHN BEND RD CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #4 (FIRE)
Lateral Road

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	211,774
Productivity Use:	1,690
Assessed Value	1,690

Property is receiving Ag Use

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

TAX ASSESSOR-COLLECTOR COMAL COUNTY

Tax Certificate Issued for:	Taxes Paid in 2020
COMAL COUNTY	692.80
Lateral Road	85.82
COMAL ISD	2,770.57
ESD #1 (EMS)	178.47
ESD #4 (FIRE)	141.13

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13295

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 77508 Geo ID: 740368000500
Legal Acres: 87.9350
Legal Desc: A-368 SUR-346 1/2 G LONG, ACRES 87.935
Situs: 291 DEMI JOHN BEND RD CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #4 (FIRE)
Lateral Road
Rural Fire #1

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	835,383
Productivity Use:	6,680
Assessed Value	6,680

Property is receiving Ag Use

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

COMAL COUNTY TAX ASSESSOR-COLLECTOR

Tax Certificate Issued for:	**Taxes Paid in 2020**
COMAL COUNTY	2,341.93
Lateral Road	290.10
COMAL ISD	9,365.53
ESD #1 (EMS)	603.28
ESD #4 (FIRE)	477.05

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13296

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 77521 Geo ID: 740369001400
Legal Acres: 11.1600
Legal Desc: A-369 SUR-345 1/2 G LONG, ACRES 11.16
Situs: 0 DEMI JOHN BEND CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #4 (FIRE)
Lateral Road
Rural Fire #1

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	106,020
Productivity Market:	0
Productivity Use:	0
Assessed Value	106,020

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

COMAL COUNTY TAX ASSESSOR-COLLECTOR

Tax Certificate Issued for:	**Taxes Paid in 2020**
COMAL COUNTY	338.20
Lateral Road	41.89
COMAL ISD	1,352.50
ESD #1 (EMS)	87.12
ESD #4 (FIRE)	68.89

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

Through Tax Year
2020

TAX CERTIFICATE

Certificate #
13297

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 73563 Geo ID: 740051000200
Legal Acres: 118.7860
Legal Desc: A- 51 SUR-528 J BYLAND, ACRES 118.786
Situs: 0 DEMI JOHN BEND CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 196831 100.00%
CORDOVA BEND LTD
755 E MULBERRY AVE STE 600
SAN ANTONIO, TX 78212-6013

For Entities

COMAL COUNTY
COMAL ISD
ESD #1 (EMS)
ESD #2 (EMS)
ESD #4 (FIRE)
Flood Control
Lateral Road
Rural Fire #1
Rural Fire #4

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	0
Productivity Market:	1,128,467
Productivity Use:	9,030
Assessed Value	9,030

Property is receiving Ag Use

Current/Delinquent Taxes

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

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

Effective Date: 05/26/2021 Total Due if paid by: 05/31/2021 0.00

TAX ASSESSOR-COLLECTOR COMAL COUNTY

Tax Certificate Issued for:	Taxes Paid in 2020
COMAL COUNTY	3,644.33
Lateral Road	451.43
COMAL ISD	14,573.91
ESD #1 (EMS)	938.77
ESD #4 (FIRE)	742.35

2021 PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2021 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2022.

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

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

A tax certificate issued through fraud or collusion is void.

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

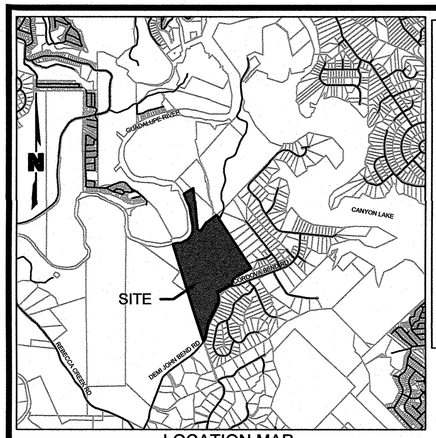
May Be Subject to Court Costs if Suit is Pending

Nicholas Hernandez
Signature of Authorized Officer of Collecting Office

Date of Issue: 05/26/2021
Requested By: SUMMIT GEOMATICS INC
Fee Amount: 10.00
Reference #:

UNOFFICIAL

#20210642687



LOCATION MAP
NOT TO SCALE

LEGEND

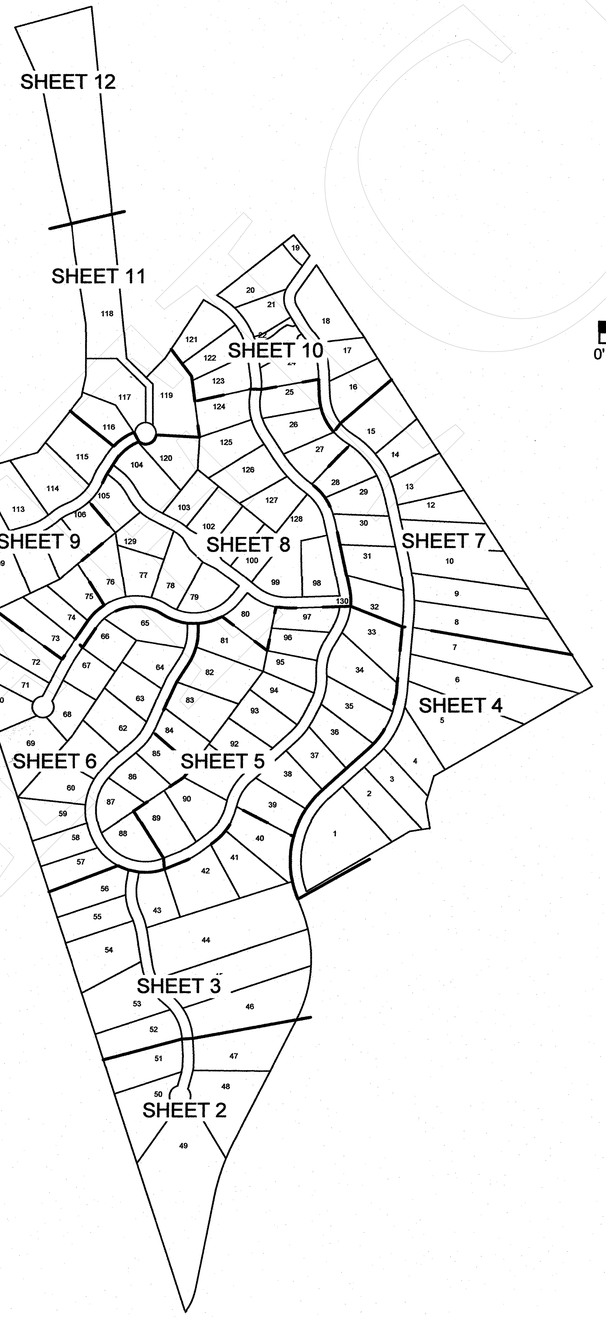
●	½" DIAMETER IRON PINS FOUND UNLESS OTHERWISE NOTED
△	CALCULATED POINT
○	SET ½" DIAMETER IRON ROD W/CAP "SUMMIT GEOMATICS"
ESMT	EASEMENT
BSL	BUILDING SETBACK LINE
	ADJACENT PROPERTY LINES
1140	EXISTING CONTOURS
	SURVEY LINES
	RIGHT-OF-WAY
D.E.	PUBLIC DRAINAGE EASEMENT
U.E.	PUBLIC UTILITY EASEMENT
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS

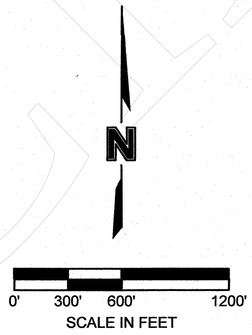
PARADISE ON THE GUADALUPE

UNIT 1

A 244.8 ACRE TRACT OF LAND SITUATED IN THE DAVID LOUDON SURVEY, ABSTRACT NO. 357, GABRIEL LONG SURVEY, ABSTRACT NO. 368, JOHN BY LAND SURVEY, ABSTRACT NO. 51 AND THE GABRIEL LONG SURVEY ABSTRACT NO. 369 ALL OF COMAL COUNTY TEXAS, AND BEING A PORTION OF A CALLED 746.712 ACRE TRACT OF LAND DESCRIBED IN AN INSTRUMENT TO CORDOVA BEND, LTD. RECORDED IN DOCUMENT NO. 200706039069 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS (O.P.R.C.C.T.)

SUMMIT GEOMATICS, INC.
3138 Samar Dr.
San Antonio, Texas 78217
Tel: 210-971-4870 • summit-geomatics.com
TBPELS Firm No. 10194657





GENERAL NOTES:

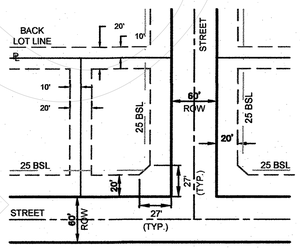
1. REFERENCE SHEETS 13 - 16 FOR LINE TABLE & CURVE TABLE INFORMATION.
2. LOT 130 SHALL SERVE AS INGRESS & EGRESS FOR THE PROPERTY OWNERS WITHIN THIS SUBDIVISION AND BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF PARADISE ON THE GUADALUPE SUBDIVISION. NO ON-SITE SEWAGE DISPOSAL FACILITIES OR HABITABLE STRUCTURES SHALL BE PERMITTED ON LOT 130.
3. TOTAL COMBINED LINEAR FOOTAGE OF PLATTED ROADS: 15,742.77 L.F.
   3.2. PUBLIC ROAD (DEMI JOHN BEND RD): 4,019.90 L.F., - 5.54 ACRES.
   3.3. PRIVATE ROADS (ALL OTHER PLATTED ROADWAYS): LOT 130, 11,722.87 L.F., - 16.93 ACRES.

NOTES:

1. ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83. SURFACE ADJUSTMENT FACTOR 1.00013
2. MOMUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION. MONUMENTS AND LOT MARKERS SET WITH 5/8" IRON PIN PLASTIC CAP LABELED SUMMIT GEOMATICS INC..
3. 130 LOTS, BEING 239.26 ACRES.
4. LOTS 19, 22, 23, 118, and 130 SHALL BE MAINTAINED BY PROPERTY OWNERS ASSOCIATION OF PARADISE ON THE GUADALUPE SUBDIVISION.
5. THIS SUBDIVISION DOES NOT LIE WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.
6. DRIVEWAY ACCESS IS PROHIBITED ALONG DEMI JOHN BEND FOR LOTS 20 - 40, AND 44- 49
7. THIS PROPERTY WILL BE SERVED BY A STATE CERTIFIED PUBLIC WATER SUPPLY SYSTEM.
8. THIS PROPERTY WILL BE SERVED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES.
9. THIS SUBDIVISION DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
10. COMAL COUNTY REQUIRES A MINIMUM 25' BUILDING SET-BACK LINE FROM ROAD FRONTAGE.
11. A PORTION OF THIS SUBDIVISION DOES LIE WITHIN A SPECIAL FLOOD HAZARD AREA, ZONE "A", THE 100-YEAR FLOOD ZONE, AS DEFINED BY THE FLOOD INSURANCE RATE MAP FOR COMAL COUNTY, TEXAS ON COMMUNITY PANEL NO.48091C0090F AND NO. 48091C0230F, EFFECTIVE DATE SEPTEMBER 02, 2009, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
12. PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR MAINTENANCE OF DEDICATED EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E. NO STRUCTURES, SEPTIC TANKS FIELDS, ETC.). GRANTEES OF SAID DEDICATED EASEMENTS RESERVE THE RIGHT OF ACCESS TO SUCH EASEMENTS.
13. A DRAINAGE STUDY HAS BEEN COMPLETED BY TX2 ENGINEERING FOR THIS PLAT AND IS AVAILABLE FOR REVIEW AT THE COMAL COUNTY ENGINEER'S OFFICE. AREAS IDENTIFIED BY THE STUDY AS BEING INUNDATED DURING CERTAIN STORM EVENTS HAVE BEEN PLACED WITHIN BUILDING SETBACKS. THE CONSTRUCTION OF BUILDINGS WITHIN THE BUILDING SETBACKS REQUIRES COMMISSIONERS COURT APPROVAL.
14. THERE IS HEREBY DEDICATED A TWENTY (20) FOOT WIDE PUBLIC UTILITY EASEMENT ADJACENT TO ALL STREET RIGHT-OF-WAY LINES.
15. THERE IS HEREBY DEDICATED A TEN (10) FOOT WIDE PUBLIC UTILITY AND PUBLIC DRAINAGE EASEMENT ADJACENT TO ALL NON-STREET LOT LINES.
16. THERE IS HEREBY DEDICATED A PUBLIC DRAINAGE AND PUBLIC EMBANKMENT/BACKSLOPE EASEMENT ADJACENT TO ALL STREET RIGHT-OF-WAY LINES AS NECESSARY (17' MAXIMUM)
17. LOTS 22, 23, 49, 69, 70, 111, & 119 WILL NOT MEET THE MINIMUM ROAD FRONTAGE REQUIREMENTS FOR RESUBDIVISION IN COMAL COUNTY, TEXAS, AND SUBDIVISION OF THESE LOTS FOR THE PURPOSE OF FINANCING HOME CONSTRUCTION OR FOR ANY OTHER PURPOSE WILL NOT COMPLY WITH THE CURRENT COMAL COUNTY SUBDIVISION REGULATIONS.
18. DRIVEWAYS FOR LOTS 1-16 , AND 54-56 SHALL BE ENGINEERED BY HOME OWNER'S ENGINEERING COMPANY TO HAVE NO ADVERSE IMPACT ON THE INUNDATION PATTERN.
19. IT IS HEREBY UNDERSTOOD AND AGREED THAT NON-EXCLUSIVE, PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND ALL NECESSARY APPURTENANCES. WHETHER THESE IMPROVEMENTS ARE INSTALLED UNDERGROUND, OVERHEAD AND/OR ON THE SURFACE OF THE GROUND WITHIN THE PUBLIC UTILITY EASEMENTS DEDICATED ON THIS PLAT. NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN IN THE PUBLIC UTILITY EASEMENT AREA WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF SAID PUBLIC UTILITIES. PUBLIC UTILITY PURVEYORS AND THEIR EMPLOYEES SHALL HAVE ALL OF THE RIGHTS AND BENEFITS NECESSARY FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO THE INGRESS AND EGRESS FROM PRIVATE ROADS AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT ANY AND ALL TREES, UNDERGROWTH, AND OTHER OBSTRUCTIONS THAT MAY CAUSE INTERFERENCE WITH THE OPERATION OF SAID PUBLIC UTILITY FACILITIES.
   19.1. THIS PROPERTY LIES IN THE FOLLOWING PUBLIC UTILITY SERVICE AREAS:
   - ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE, INC (PEC)
   - TELEPHONE: GVTC COMMUNICATIONS
   - WATER: CANYON LAKE WATER SERVICE COMPANY (C.L.W.S.C.)

PRIVATE ROAD NOTES:

1. ALL PRIVATE ROADS SHOWN HEREON AND ALL SECURITY GATES AND DEVICES CONTROLLING ACCESS TO SUCH ROADS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF THIS SUBDIVISION.
2. THE PROPERTY OWNERS WITHIN THIS SUBDIVISION ARE HEREBY NOTIFIED THAT IF THE PRIVATE ROADS WITHIN THIS SUBDIVISION ARE DESIRED TO BECOME PUBLIC ROADS IN THE FUTURE, THE PROPERTY OWNERS ARE REQUIRED TO BRING THE ROADS INTO COMPLIANCE WITH THE PUBLIC ROAD STANDARDS OR BE ASSESSED AN AMOUNT SUFFICIENT FOR ALL COSTS ASSOCIATED WITH THE CONVERSION OF SAID PRIVATE ROADS TO COUNTY MAINTAINED ROADS. CONDITIONS FOR SUCH CONVERSION TO PUBLIC ROADS MAY INCLUDE NEW ROAD CONSTRUCTION, REPAIR/IMPROVEMENT OF EXISTING ROADS, CLEARING OF RIGHT-OF-WAY, RELOCATION OF UTILITIES, REMOVAL AND REPLACEMENT OF DRIVEWAYS AND MAILBOXES, REMOVAL OF ISLANDS AND DECORATIVE TREATMENTS, REMOVAL OF SIGNS, REMOVAL OF LANDSCAPING, REPLACEMENT OF SIGNS AND POSTS, AND ANY OTHER IMPROVEMENTS AS DEEMED NECESSARY BY COMAL COUNTY TO BRING EXISTING ROADS UP TO COUNTY DESIGN STANDARDS.
3. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 16.93 ACRES OF LAND FOR PRIVATE ROADS, OUT OF SAID 244.8 ACRE TRACT, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "PARADISE ON THE GUADALUPE UNIT 1", SUBJECT TO THE COVENANTS AND RESTRICTIONS AS SHOWN HEREON, AND HEREBY DEDICATES THE USE OF ALL PRIVATE ROAD AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASE, TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, THE PUBLIC UTILITIES SERVING THE SUBDIVISION, THE EMERGENCY SERVICE PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES. THE PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE ROADS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE ROADS OR ANY DULY CONSTITUTED HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE ROADS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY.
4. PRIVATE ROADS IDENTIFIED ON THIS PLAT SHALL SERVE AS ACCESS, DRAINAGE, AND PUBLIC UTILITY EASEMENTS TO SERVE THE PROPERTY OWNERS WITHIN THE SUBDIVISION.



TYPICAL PUBLIC UTILITY EASEMENTS

AN EASEMENT IS GRANTED TO PUBLIC UTILITIES, BEING 20 FEET ALONG THE ROAD FRONTAGE OF EACH LOT AND TEN FEET ALONG THE SIDE AND BACK LOT LINES. SUBJECT TO SPECIFIC EASEMENTS DESIGNATED ON PLAT. ALL PUBLIC UTILITY EASEMENTS AT ROAD INTERSECTIONS MAY BE GRANTED UP TO 27 FEET WITHIN THE 25 FOOT BUILDING SET BACK.

STATE OF TEXAS
COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY SUBDIVIDES THIS LAND ACCORDING TO THE DIMENSIONS AS SHOWN. ALL ROADS TO BE CONSTRUCTED BY THIS PLAT SHALL NOT BE DEDICATED TO ANY STATE, MUNICIPALITY, OR OTHER GOVERNMENT ENTITY. THEY SHALL REMAIN PRIVATE ROADS.

BY: _____
JOHN LYON, PRESIDENT
PARADISE I ON THE GUADALUPE, LLC
755 E MULBERRY AVE, STE 600
SAN ANTONIO, TX 78212

STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOHN LYON, PRESIDENT 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 PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 3 DAY OF Aug., 2021

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2022
Notary ID 12474845-2

Sherry Wilson
NOTARY PUBLIC, STATE OF TEXAS

Sherry Wilson
NOTARY PUBLIC (PRINT NAME)

MY COMMISSION EXPIRES 7-30-22

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

ROBERT HARPER, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR #6582
SUMMIT GEOMATICS INC.
3138 SAMAR DR.
SAN ANTONIO, TEXAS 78217

STATE OF TEXAS REGISTERED ROBERT A. HARPER 6582 PROFESSIONAL LAND SURVEYOR

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2022
Notary ID 12474845-2

SWORN AND SUBSCRIBED BEFORE ME
THIS 3 DAY OF Aug. 20 21

Sherry Wilson
NOTARY PUBLIC, STATE OF TEXAS

Sherry Wilson
NOTARY PUBLIC (PRINT NAME)

MY COMMISSION EXPIRES 7-30-22

STATE OF TEXAS
COUNTY OF COMAL

I, BOBBIE KOEPP, COUNTY CLERK OF COMAL COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 12TH DAY OF August A.D., 20 21 AT 11:01A M. AND DULY RECORDED THE 12th DAY OF Aug A.D. 20 21 AT 11:01A M. IN THE RECORDS OF MAPS AND PLATS IN SAID OFFICE, OF SAID COUNTY, IN DOCUMENT # 20210642687 IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 12th DAY OF August, A.D. 20 21.

COUNTY CLERK
COMAL COUNTY, TEXAS

BY: Jessica Hester
DEPUTY

THIS PLAT OF PARADISE ON THE GUADALUPE, UNIT 1 HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF COMAL COUNTY, TEXAS AND IS HEREBY APPROVED FOR FILING BY SAID COURT ON:

August 12 20 21

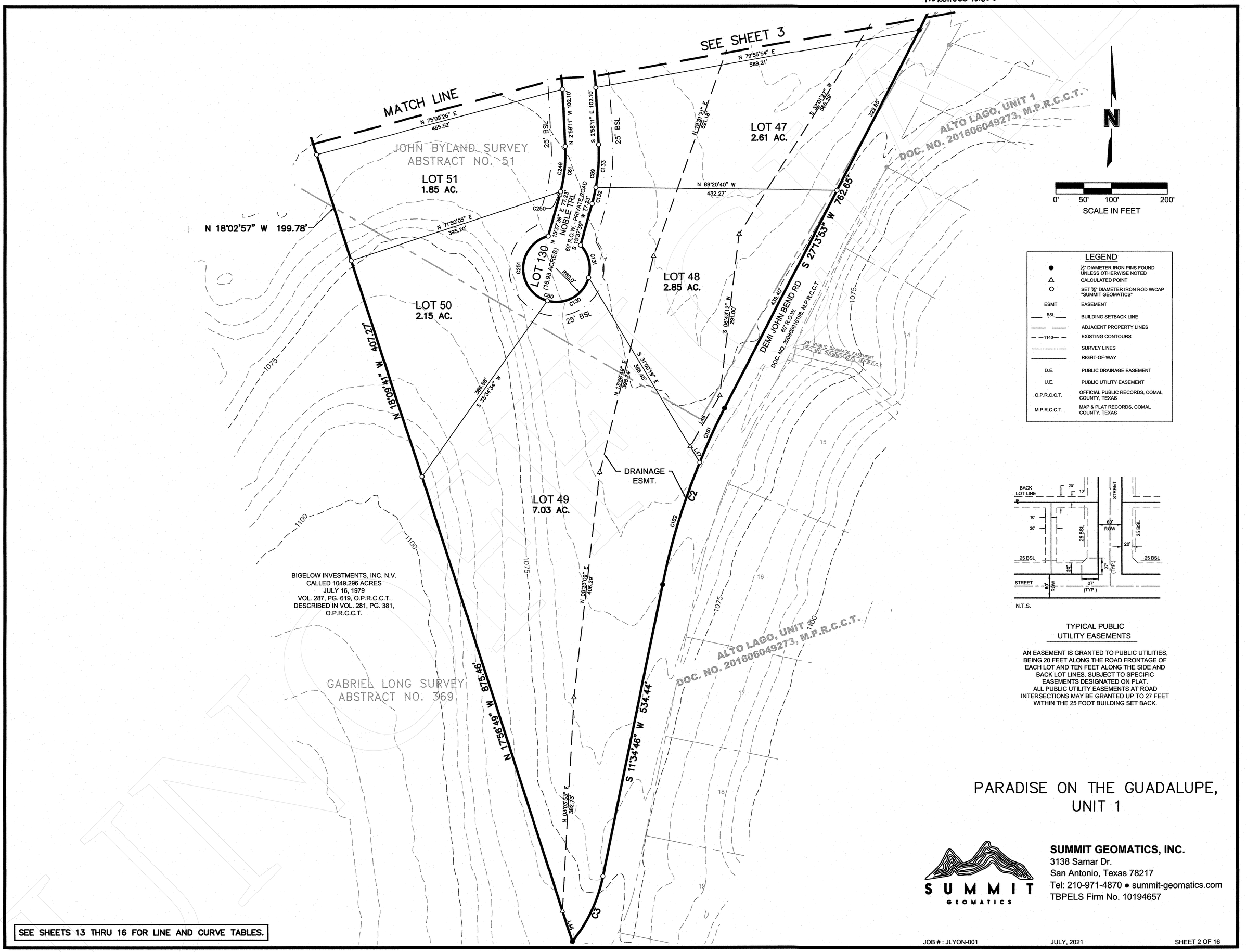
DATED THIS 12 DAY OF August, A.D., 20 21.

BY: _____
COUNTY JUDGE Commissioner

ATTEST: Bobbie Koepp
COUNTY CLERK - DEPUTY

DWG: C:\Users\JorgeBernal\Desktop\SynologyDrive_TX2\SynologyDrive\JLYON-0001 PARADISE ON THE GUADALUPE\40-Design\AutoCAD\Final Plans\Plat\C-UNIT_1-PLA
DATE: Aug 02, 2021 7:22pm XREFS: C-UNIT 1-PLAT-BASE-0001 C-UNIT 1-PLAT-BASE-0001(RH2)

#202106042687



LEGEND

●	½" DIAMETER IRON PINS FOUND UNLESS OTHERWISE NOTED
△	CALCULATED POINT
○	SET ⅝" DIAMETER IRON ROD W/CAP "SUMMIT GEOMATICS"
ESMT	EASEMENT
BSL	BUILDING SETBACK LINE
	ADJACENT PROPERTY LINES
1140	EXISTING CONTOURS
	SURVEY LINES
	RIGHT-OF-WAY
D.E.	PUBLIC DRAINAGE EASEMENT
U.E.	PUBLIC UTILITY EASEMENT
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS

N.T.S.

TYPICAL PUBLIC UTILITY EASEMENTS

AN EASEMENT IS GRANTED TO PUBLIC UTILITIES, BEING 20 FEET ALONG THE ROAD FRONTAGE OF EACH LOT AND TEN FEET ALONG THE SIDE AND BACK LOT LINES. SUBJECT TO SPECIFIC EASEMENTS DESIGNATED ON PLAT. ALL PUBLIC UTILITY EASEMENTS AT ROAD INTERSECTIONS MAY BE GRANTED UP TO 27 FEET WITHIN THE 25 FOOT BUILDING SET BACK.

SEE SHEETS 13 THRU 16 FOR LINE AND CURVE TABLES.

PARADISE ON THE GUADALUPE, UNIT 1

SUMMIT GEOMATICS, INC.
3138 Samar Dr.
San Antonio, Texas 78217
Tel: 210-971-4870 • summit-geomatics.com
TBPELS Firm No. 10194657

#20210604268?

MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 5

MATCH LINE SEE SHEET 5

MATCHLINE SEE SHEET 4

LOT 56
1.59 AC.

LOT 55
1.37 AC.

LOT 54
2.32 AC.

LOT 53
2.43 AC.

LOT 52
1.72 AC.

LOT 43
1.27 AC.

LOT 42
2.22 AC.

LOT 41
1.68 AC.

LOT 40
1.74 AC.

LOT 44
5.73 AC.

LOT 45
3.81 AC.

LOT 46
3.50 AC.

LOT 130
(16.93 ACRES)

N 18°02'06" W 150.36'

N 17°58'39" W 150.00'

N 18°08'42" W 292.62'

N 17°55'18" W 243.02'

N 18°04'20" W 150.22'

BIGELOW INVESTMENTS, INC. N.V.
CALLED 1049.296 ACRES
JULY 16, 1979
VOL. 287, PG. 619, O.P.R.C.C.T.
DESCRIBED IN VOL. 281, PG. 381,
O.P.R.C.C.T.

DRAINAGE ESMT.

DRAINAGE ESMT.

NOBLE TRL
PRIVATE ROAD
60' R.O.W.

DEMI JOHN BEND RD
60' R.O.W.
DOC. NO. 200806016198, M.P.R.C.C.T.

JOHN BYLAND SURVEY
ABSTRACT NO. 51

SEE SHEET 2

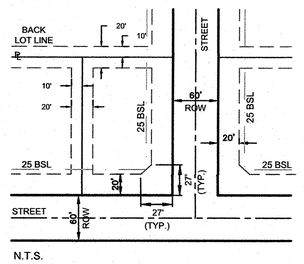
MATCH LINE

N

0' 50' 100' 200'
SCALE IN FEET

LEGEND

●	½" DIAMETER IRON PINS FOUND UNLESS OTHERWISE NOTED
△	CALCULATED POINT
○	SET ⅝" DIAMETER IRON ROD W/CAP "SUMMIT GEOMATICS"
ESMT	EASEMENT
BSL	BUILDING SETBACK LINE
	ADJACENT PROPERTY LINES
1140	EXISTING CONTOURS
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N.T.S.

TYPICAL PUBLIC UTILITY EASEMENTS

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PARADISE ON THE GUADALUPE, UNIT 1

SUMMIT GEOMATICS, INC.
3138 Samar Dr.
San Antonio, Texas 78217
Tel: 210-971-4870 • summit-geomatics.com
TBPELS Firm No. 10194657

SEE SHEETS 13 THRU 16 FOR LINE AND CURVE TABLES.

#202106042687

MATCH LINE
SEE SHEET 7

SEE SHEET 5

MATCH LINE
SEE SHEET 4

DEMI JOHN BEND RD
60' R.O.W.

LOT 7
3.95 AC.

LOT 6
3.81 AC.

LOT 5
3.57 AC.

LOT 4
1.65 AC.

LOT 3
1.50 AC.

LOT 2
1.67 AC.

LOT 1
3.62 AC.

DRAINAGE ESMT.

DRAINAGE AND
UTILITY ESMT.

25' DRAINAGE ESMT.
DOC. NO. 200606023875, M.P.R.C.C.T.

CORDOVA BEND AT CANYON LAKE UNIT ONE
DOC. NO. 200606023875, M.P.R.C.C.T.

CALLED 11.181 ACRES
CORDOVA BEND BROPERTY OWNERS ASSOCIATION
DOC. NO. 202006030984, O.P.R.C.C.T.

GABRIEL LONG SURVEY
ABSTRACT NO. 369

S 33°16'14" E 150.35'

S 16°33'30" W 156.54'

S 08°51'33" E 143.72'

S 59°52'13" W 665.94'

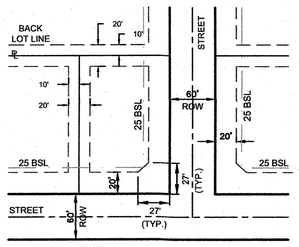
S 60°30'01" W 1,017.84'

N

0' 50' 100' 200'
SCALE IN FEET

LEGEND

●	½" DIAMETER IRON PINS FOUND UNLESS OTHERWISE NOTED
△	CALCULATED POINT
○	SET ½" DIAMETER IRON ROD W/CAP "SUMMIT GEOMATICS"
ESMT	EASEMENT
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	ADJACENT PROPERTY LINES
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N.T.S.

TYPICAL PUBLIC
UTILITY EASEMENTS

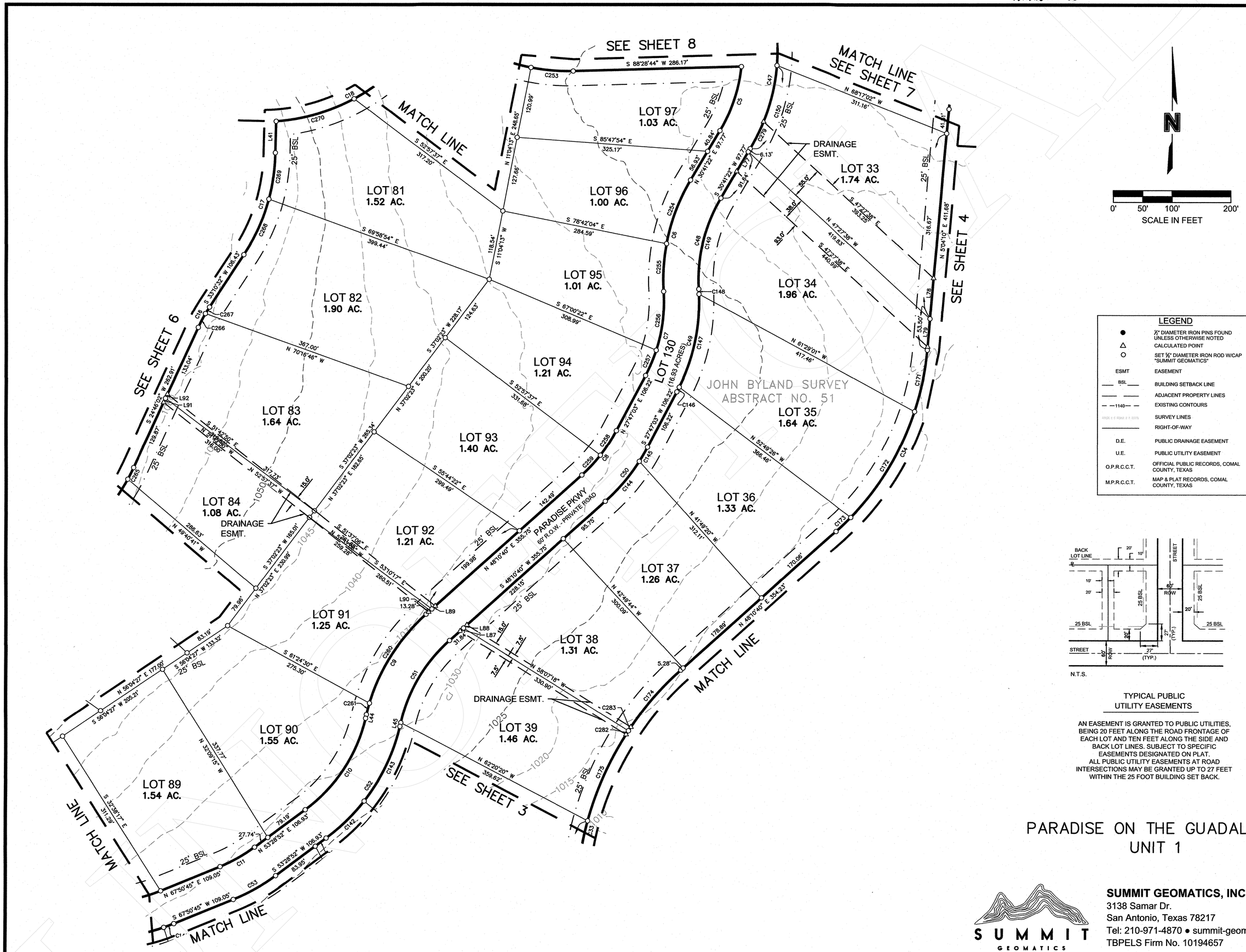
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SEE SHEETS 13 THRU 16 FOR LINE AND CURVE TABLES.

PARADISE ON THE GUADALUPE, UNIT 1

SUMMIT GEOMATICS, INC.
3138 Samar Dr.
San Antonio, Texas 78217
Tel: 210-971-4870 • summit-geomatics.com
TBPELS Firm No. 10194657

#20210604687



LEGEND

●	½" DIAMETER IRON PINS FOUND UNLESS OTHERWISE NOTED
△	CALCULATED POINT
○	SET ½" DIAMETER IRON ROD W/CAP "SUMMIT GEOMATICS"
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M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS

TYPICAL PUBLIC UTILITY EASEMENTS

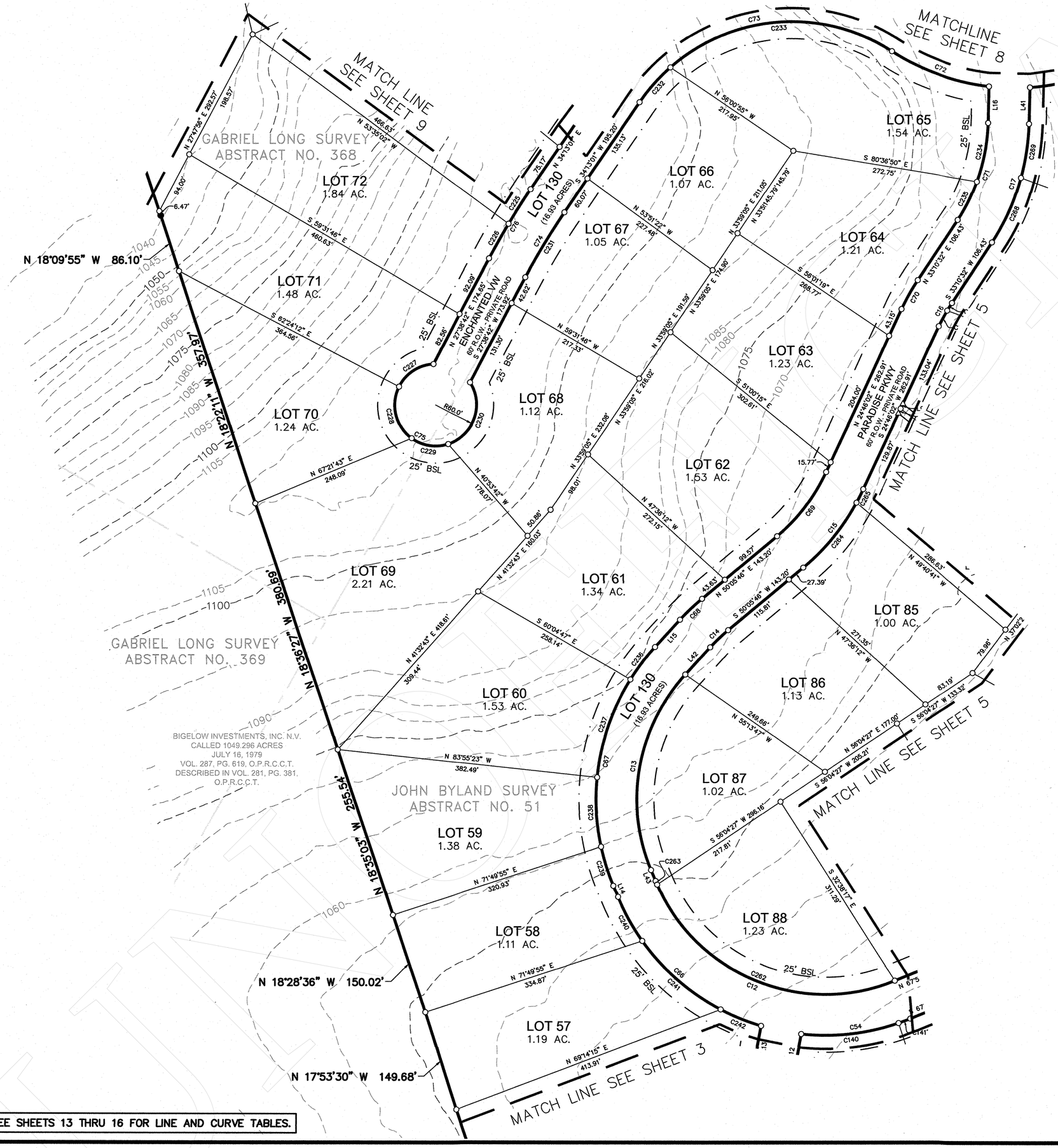
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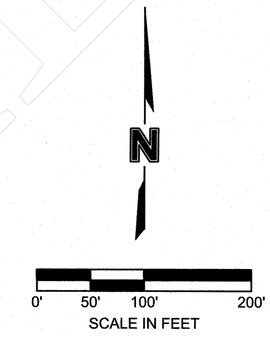
PARADISE ON THE GUADALUPE, UNIT 1

SUMMIT GEOMATICS, INC.
3138 Samar Dr.
San Antonio, Texas 78217
Tel: 210-971-4870 • summit-geomatics.com
TBPELS Firm No. 10194657

SEE SHEETS 13 THRU 16 FOR LINE AND CURVE TABLES.

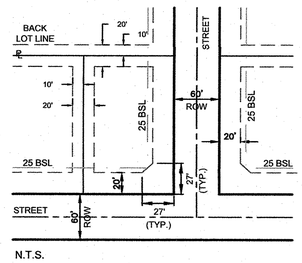
#202106042687





LEGEND

●	½" DIAMETER IRON PINS FOUND UNLESS OTHERWISE NOTED
△	CALCULATED POINT
○	SET ½" DIAMETER IRON ROD W/CAP "SUMMIT GEOMATICS"
ESMT	EASEMENT
BSL	BUILDING SETBACK LINE
	ADJACENT PROPERTY LINES
1140	EXISTING CONTOURS
	SURVEY LINES
	RIGHT-OF-WAY
D.E.	PUBLIC DRAINAGE EASEMENT
U.E.	PUBLIC UTILITY EASEMENT
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS
M.P.R.C.C.T.	MAP & PLAT RECORDS, COMAL COUNTY, TEXAS



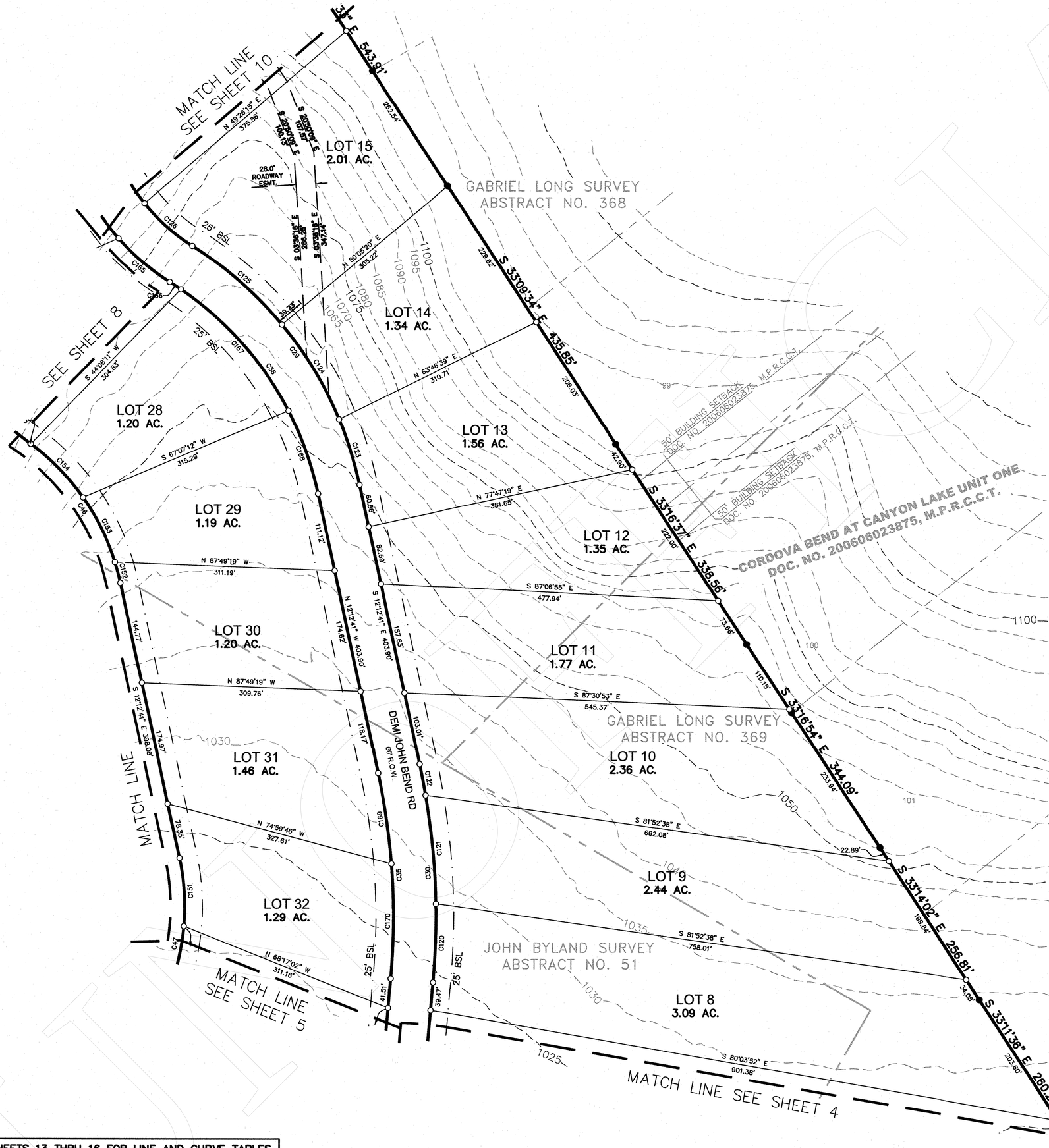
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PARADISE ON THE GUADALUPE, UNIT 1

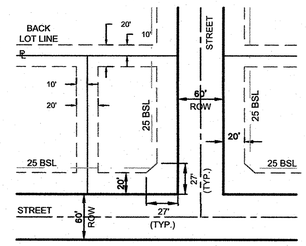
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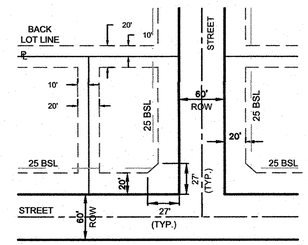
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0' 50' 100' 200'
SCALE IN FEET

LEGEND

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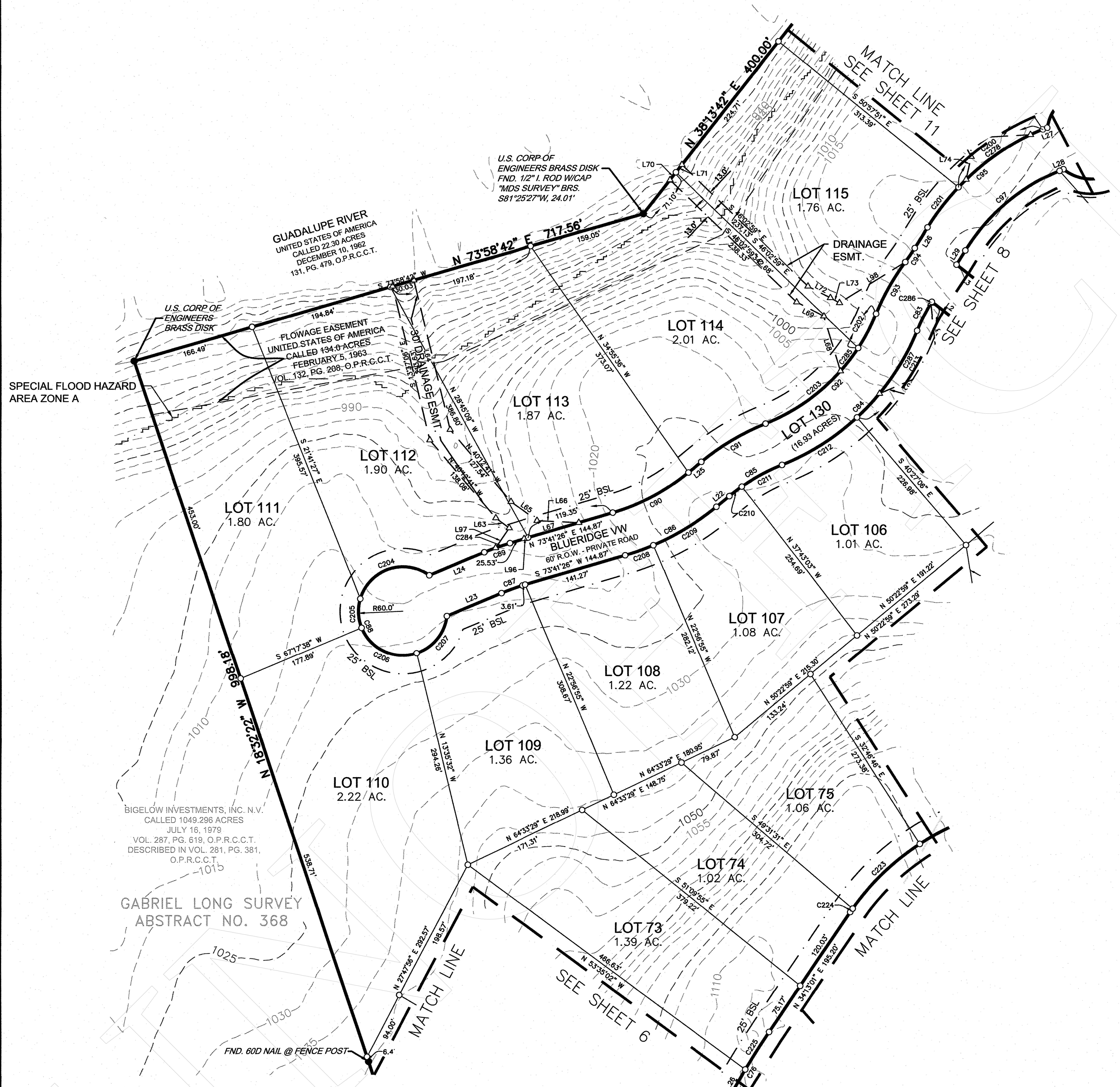
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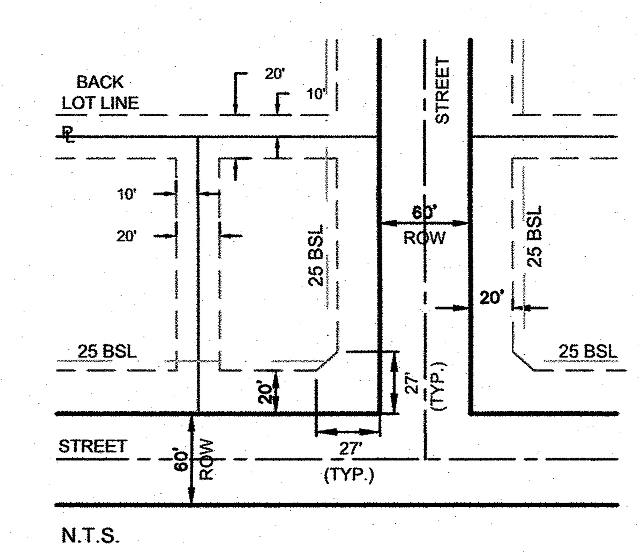


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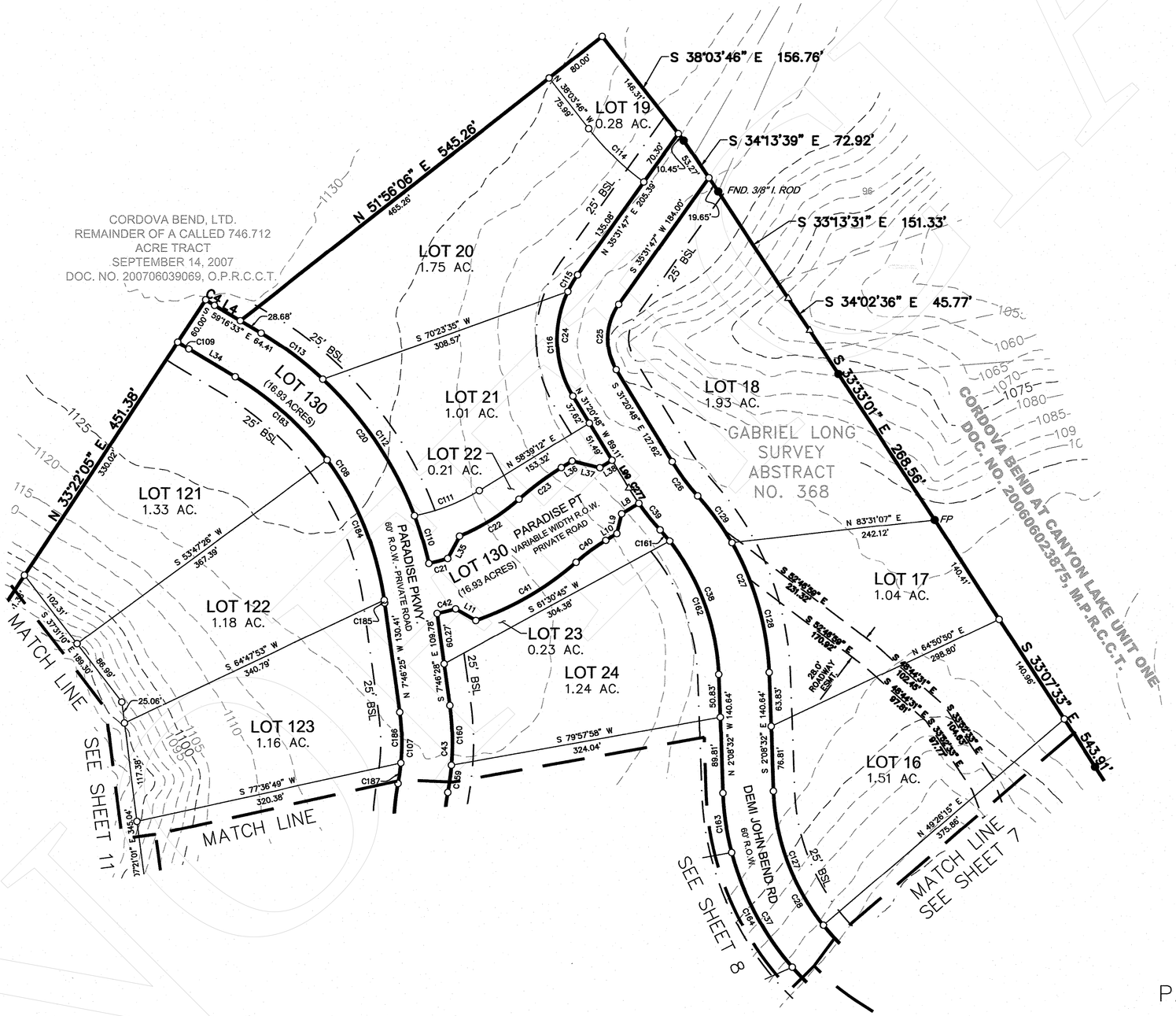
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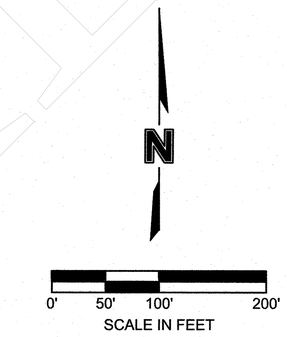
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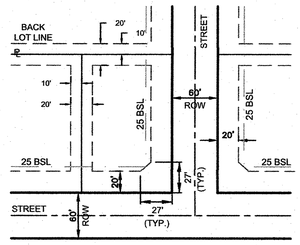
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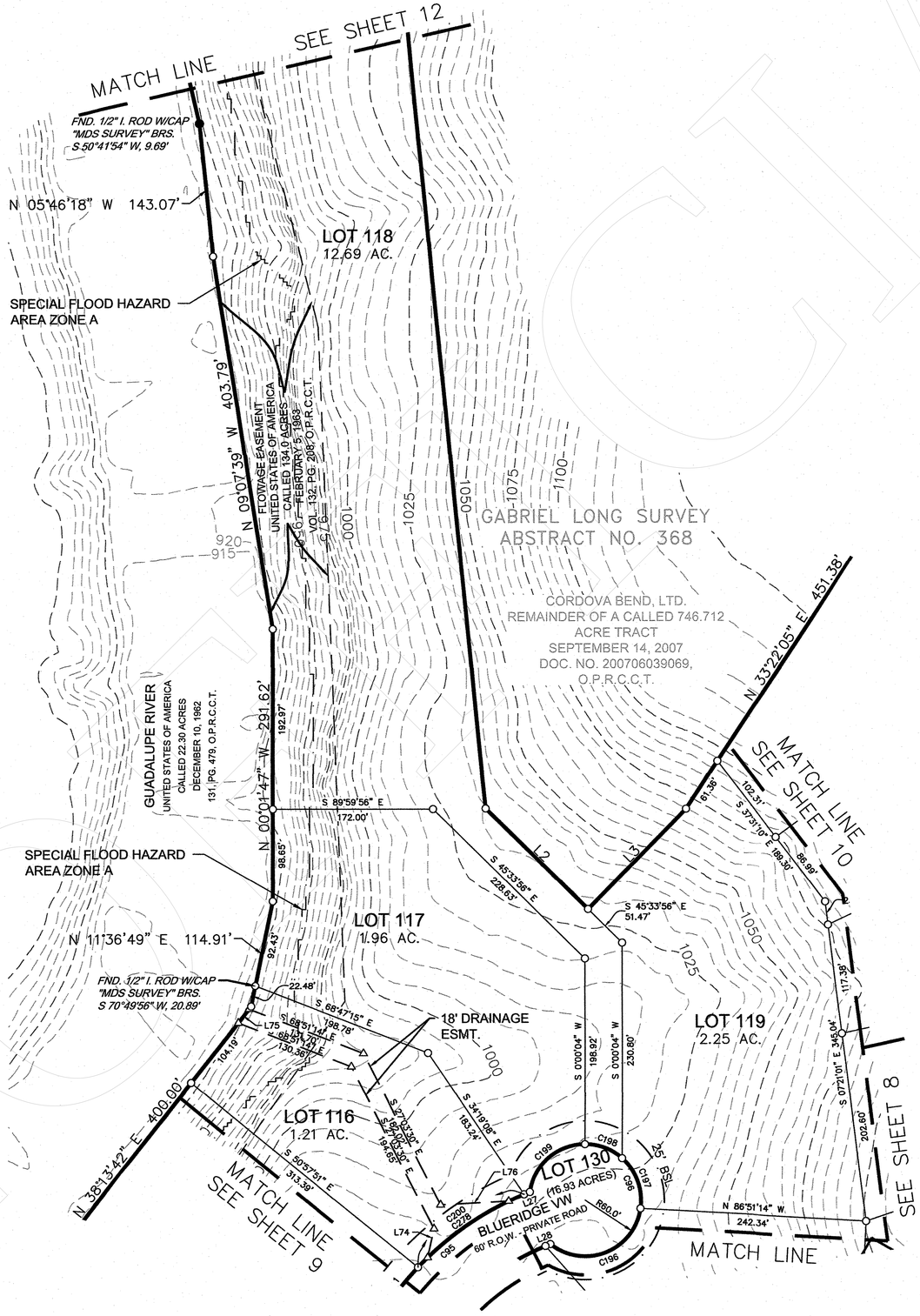
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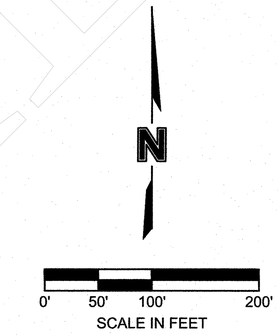
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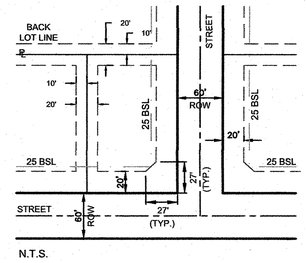
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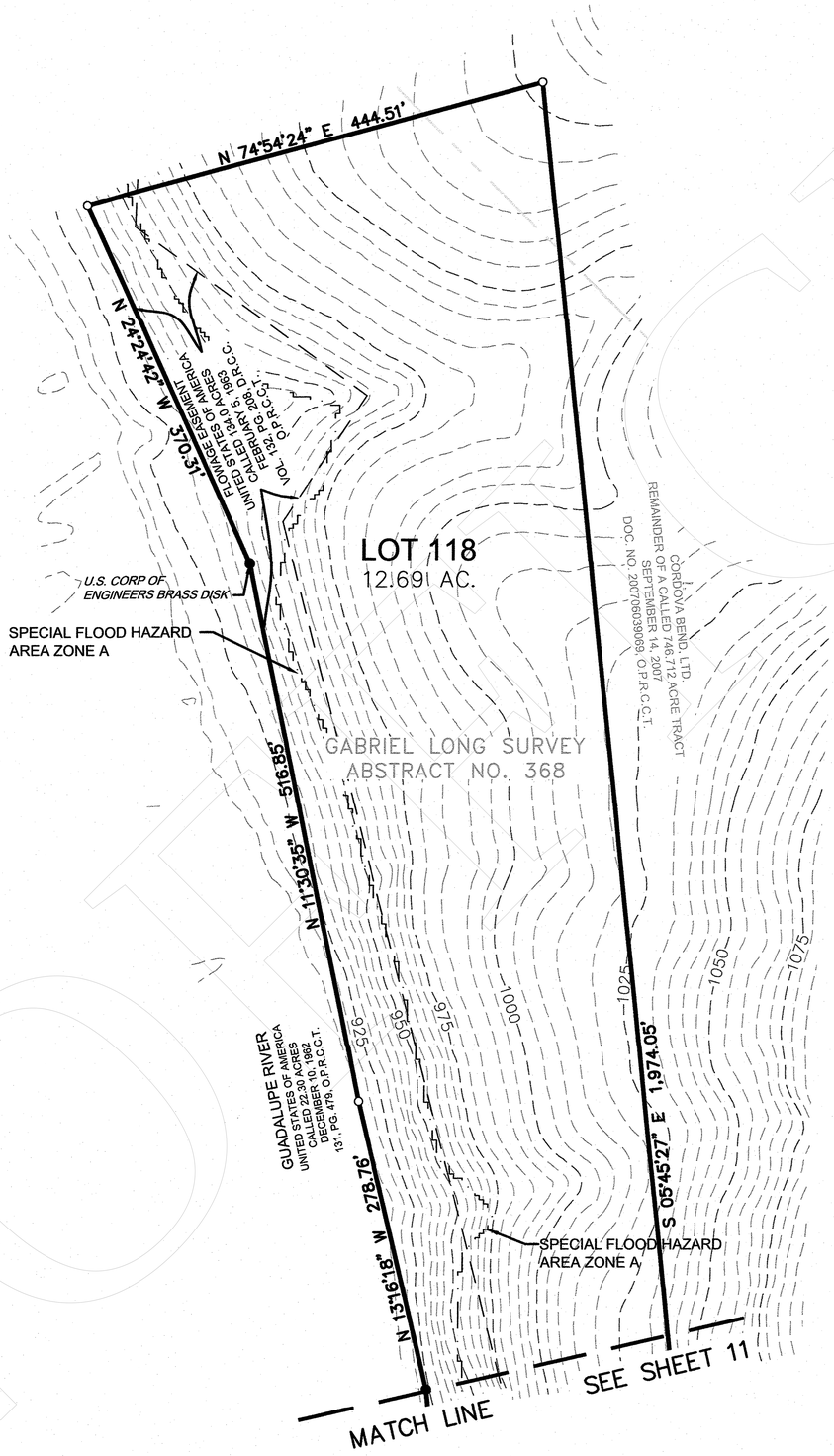
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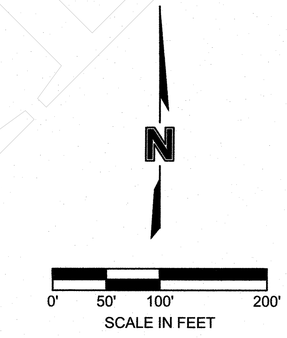
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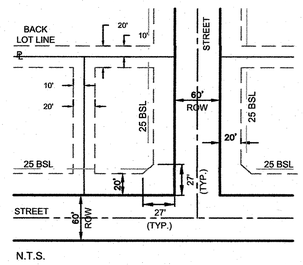
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SEE SHEETS 13 THRU 16 FOR LINE AND CURVE TABLES.

#20210684 2687

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°05'57" E	90.04'
L2	S 45°33'56" E	154.05'
L3	N 44°26'04" E	150.15'
L4	S 59°16'33" E	35.72'
L5	S 81°09'32" W	115.11'
L6	N 21°05'07" W	0.88'
L7	S 68°54'03" W	60.00'
L8	S 58°39'12" W	23.81'
L9	S 13°39'12" W	24.17'
L10	S 58°39'12" W	15.61'
L11	N 60°15'05" W	27.52'
L12	S 10°20'27" W	58.77'
L13	N 10°20'27" E	59.86'
L14	N 22°43'12" W	17.48'
L15	N 42°23'48" E	54.17'
L16	N 01°12'00" E	53.60'
L17	N 39°00'04" E	63.84'
L18	N 50°59'56" W	1.30'
L19	N 63°32'09" W	82.41'
L20	N 31°07'11" W	77.62'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L21	N 51°58'09" W	50.78'
L22	S 50°37'49" W	22.81'
L23	S 67°17'38" W	80.07'
L24	N 67°17'38" E	81.04'
L25	N 50°37'49" E	22.81'
L26	N 31°40'43" E	33.08'
L27	N 67°45'46" E	6.59'
L28	S 67°45'46" W	5.66'
L29	S 31°40'43" W	22.42'
L30	S 51°58'09" E	55.33'
L31	S 60°58'56" E	77.62'
L32	S 33°32'39" E	72.65'
L33	S 50°59'56" E	81.32'
L34	N 59°16'33" W	64.41'
L35	N 28°07'04" E	30.03'
L36	N 58°39'12" E	14.98'
L37	S 76°20'48" E	33.69'
L38	N 58°39'12" E	17.00'
L39	N 50°59'56" W	20.03'
L40	S 39°00'04" W	63.84'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L41	S 01°12'00" W	53.60'
L42	S 42°23'48" W	54.17'
L43	S 22°43'12" E	17.48'
L44	N 13°09'34" E	6.48'
L45	S 13°09'34" W	6.48'
L46	S 30°20'07" W	105.50'
L47	S 31°00'19" E	33.15'
L48	N 17°56'49" W	57.54'
L49	N 44°12'51" E	54.31'
L50	N 84°21'24" E	87.93'
L51	S 21°05'57" E	68.59'
L52	S 69°36'50" E	80.53'
L53	S 71°00'08" W	88.29'
L54	S 25°06'58" E	20.91'
L55	S 66°46'22" W	35.91'
L56	S 54°39'08" E	53.12'
L57	S 13°20'51" E	107.24'
L58	S 43°03'03" W	51.83'
L59	S 71°50'05" W	26.10'
L60	N 18°04'20" W	24.95'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L61	N 17°55'11" W	99.73'
L62	S 08°53'54" E	106.70'
L63	S 53°18'47" E	22.58'
L64	S 13°37'06" E	207.80'
L65	N 53°18'47" W	43.72'
L66	S 87°16'09" E	56.57'
L67	S 73°41'26" W	71.38'
L68	N 16°41'40" W	77.44'
L69	N 62°33'57" W	41.59'
L70	N 38°13'42" E	13.07'
L71	N 38°13'42" E	13.07'
L72	S 62°43'10" E	34.23'
L73	S 61°05'24" E	14.03'
L74	N 12°45'45" E	31.65'
L75	N 38°13'42" E	18.83'
L76	N 86°58'38" E	73.20'
L77	N 30°41'22" E	44.96'
L78	S 05°04'10" W	69.30'
L79	S 05°04'10" W	47.88'
L80	N 84°35'33" E	130.58'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L81	N 10°31'18" W	77.65'
L82	N 78°12'39" E	126.70'
L83	S 16°33'30" W	79.97'
L84	S 69°24'56" E	90.18'
L85	N 82°00'00" E	91.18'
L86	S 16°33'30" W	38.08'
L87	N 48°10'40" E	7.81'
L88	N 48°10'40" E	7.81'
L89	S 48°10'40" W	7.61'
L90	S 48°10'40" W	7.61'
L91	N 24°46'02" E	7.71'
L92	N 24°46'02" E	7.71'
L93	N 05°47'25" W	70.61'
L94	N 29°36'22" E	28.44'
L95	N 67°00'40" E	68.16'
L96	N 73°41'26" E	144.87'
L97	S 34°18'24" W	32.59'
L98	N 58°24'16" E	104.66'
L99	N 31°20'48" W	38.51'

PARADISE ON THE GUADALUPE,
UNIT 1

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TBPELS Firm No. 10194657

UNOFFICIAL

#262106042687

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	628.19'	744.72'	48°19'50"	N 03°03'58" E	609.73'
C2	336.01'	1,230.00'	15°39'07"	S 19°24'20" W	334.97'
C3	128.95'	270.00'	27°21'50"	N 25°15'41" E	127.73'
C4	12.45'	270.00'	2°38'28"	S 57°57'20" E	12.44'
C5	115.77'	270.00'	24°34'02"	N 18°24'21" E	114.89'
C6	197.73'	330.00'	34°19'50"	S 13°31'27" W	194.79'
C7	148.09'	270.00'	31°25'32"	N 12°04'17" E	146.24'
C8	96.10'	270.00'	20°23'37"	N 37°58'52" E	95.60'
C9	201.69'	330.00'	35°01'07"	S 30°40'07" W	198.57'
C10	190.01'	270.00'	40°19'19"	N 33°19'13" E	186.12'
C11	67.69'	270.00'	14°21'52"	N 60°39'49" E	67.51'
C12	421.45'	270.00'	89°26'03"	S 67°26'14" E	379.95'
C13	306.85'	270.00'	65°07'00"	S 09°50'18" W	290.61'
C14	36.28'	270.00'	7°41'58"	S 46°14'47" W	36.26'
C15	145.88'	330.00'	25°19'44"	N 37°25'54" E	144.70'
C16	39.62'	270.00'	8°24'30"	S 28°58'17" W	39.59'
C17	184.17'	330.00'	31°58'32"	N 17°11'16" E	181.78'
C18	270.60'	330.00'	46°58'58"	N 62°29'34" E	263.08'
C19	233.39'	330.00'	40°31'20"	S 71°15'36" E	228.56'
C20	347.07'	430.00'	46°14'45"	N 36°09'11" W	337.73'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C21	22.98'	270.00'	4°52'34"	N 75°27'33" E	22.97'
C22	83.36'	250.00'	19°06'19"	N 58°11'56" E	82.98'
C23	62.76'	351.21'	10°14'19"	S 53°31'54" W	62.68'
C24	151.74'	130.00'	66°52'35"	S 02°05'30" W	143.27'
C25	81.70'	70.00'	66°52'35"	S 02°05'30" W	77.15'
C26	50.73'	270.00'	10°45'53"	S 36°43'44" E	50.65'
C27	230.20'	330.00'	39°58'08"	N 22°07'36" W	225.57'
C28	263.35'	270.00'	55°53'06"	S 30°05'05" E	253.04'
C29	423.81'	530.00'	45°48'57"	N 35°07'10" W	412.61'
C30	310.66'	1,030.00'	17°16'52"	N 03°34'15" W	309.48'
C31	398.76'	530.00'	43°06'30"	N 26°37'25" E	389.42'
C32	567.39'	470.00'	69°10'06"	S 13°34'45" W	533.56'
C33	640.93'	530.00'	69°17'18"	S 13°32'01" W	602.59'
C34	353.62'	470.00'	43°06'30"	N 26°37'25" E	345.34'
C35	292.56'	970.00'	17°16'52"	N 03°34'15" W	291.46'
C36	375.83'	470.00'	45°48'57"	N 35°07'10" W	365.90'
C37	321.87'	330.00'	55°53'06"	S 30°05'05" E	309.27'
C38	188.35'	270.00'	39°58'08"	N 22°07'36" W	184.55'
C39	40.50'	330.00'	7°01'52"	S 38°35'44" E	40.47'
C40	43.65'	249.90'	10°00'26"	S 53°39'00" W	43.59'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C41	138.32'	350.09'	22°38'16"	N 59°57'55" E	137.43'
C42	22.56'	330.00'	3°55'02"	N 76°24'45" E	22.56'
C43	103.53'	330.00'	17°58'29"	N 01°12'50" E	103.10'
C44	203.31'	270.00'	43°08'39"	S 11°22'15" E	198.54'
C46	239.74'	330.00'	41°37'26"	N 33°01'24" W	234.50'
C47	247.09'	330.00'	42°54'03"	N 09°14'20" E	241.36'
C48	161.78'	270.00'	34°19'50"	S 13°31'27" W	159.37'
C49	181.00'	330.00'	31°25'32"	N 12°04'17" E	178.74'
C51	165.02'	270.00'	35°01'07"	S 30°40'07" W	162.46'
C52	232.24'	330.00'	40°19'19"	N 33°19'13" E	227.47'
C53	82.73'	330.00'	14°21'52"	N 60°39'49" E	82.52'
C54	163.08'	330.00'	28°18'55"	N 82°00'12" E	161.43'
C55	173.39'	270.00'	36°47'43"	S 08°03'24" E	170.43'
C56	101.12'	330.00'	17°33'22"	N 17°40'35" W	100.72'
C57	202.65'	270.00'	43°00'11"	S 30°23'59" E	197.92'
C58	281.83'	330.00'	48°55'54"	N 27°26'07" W	273.34'
C59	107.11'	330.00'	18°35'50"	N 06°19'44" E	106.64'
C60	314.16'	60.00'	300°00'00"	S 74°22'21" E	60.00'
C61	87.64'	270.00'	18°35'50"	N 06°19'44" E	87.25'
C62	230.58'	270.00'	48°55'54"	N 27°26'07" W	223.64'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C63	247.68'	330.00'	43°00'11"	S 30°23'59" E	241.91'
C64	82.73'	270.00'	17°33'22"	N 17°40'35" W	82.41'
C65	211.93'	330.00'	36°47'43"	S 08°03'24" E	208.30'
C66	291.93'	330.00'	50°41'08"	S 48°03'46" E	282.50'
C67	375.04'	330.00'	65°07'00"	S 09°50'18" W	355.18'
C68	44.35'	330.00'	7°41'58"	S 46°14'47" W	44.31'
C69	119.36'	270.00'	25°19'44"	N 37°25'54" E	118.39'
C70	48.43'	330.00'	8°24'30"	S 28°58'17" W	48.38'
C71	150.68'	270.00'	31°58'32"	N 17°11'16" E	148.73'
C72	152.28'	330.00'	26°26'19"	S 70°21'53" E	150.93'
C73	417.69'	270.00'	88°38'15"	S 78°32'09" W	377.27'
C74	111.26'	970.00'	6°34'20"	S 30°55'51" W	111.20'
C75	314.15'	60.00'	299°59'42"	S 63°03'06" E	60.00'
C76	118.15'	1,030.00'	6°34'20"	S 30°55'51" W	118.08'
C77	510.52'	330.00'	88°38'15"	S 78°32'09" W	461.11'
C78	395.15'	270.00'	83°51'12"	N 80°55'40" E	360.82'
C79	11.31'	270.00'	2°24'01"	N 52°11'56" W	11.31'
C80	79.92'	270.00'	16°57'33"	N 54°49'28" W	79.63'
C81	206.45'	309.21'	38°15'17"	S 45°25'27" E	202.64'
C82	115.10'	270.00'	24°25'30"	N 39°45'24" W	114.23'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C83	43.77'	270.06'	9°17'10"	S 27°12'57" W	43.72'
C84	264.29'	330.00'	45°53'11"	N 45°19'15" E	257.28'
C85	83.10'	270.00'	17°38'02"	S 59°26'50" W	82.77'
C86	140.87'	350.00'	23°03'37"	N 62°09'37" E	139.92'
C87	30.14'	270.00'	6°23'48"	S 70°29'32" W	30.13'
C88	314.15'	60.00'	299°59'29"	S 23°38'01" E	60.01'
C89	36.84'	330.00'	6°23'48"	S 70°29'32" W	36.82'
C90	116.72'	290.00'	23°03'37"	N 62°09'37" E	115.93'
C91	101.56'	330.00'	17°38'02"	S 59°26'50" W	101.16'
C92	216.33'	270.00'	45°54'21"	N 45°18'40" E	210.59'
C93	80.28'	330.06'	13°56'11"	S 29°31'17" W	80.08'
C94	22.67'	270.00'	4°48'42"	N 34°05'04" E	22.67'
C95	207.83'	330.00'	36°05'03"	S 49°43'15" W	204.41'
C96	314.15'	60.00'	299°59'31"	N 21°20'31" W	60.01'
C97	170.04'	270.00'	36°05'03"	S 49°43'15" W	167.25'
C98	140.68'	330.00'	24°25'30"	N 39°45'24" W	139.61'
C99	168.91'	252.99'	38°15'17"	S 45°25'27" E	165.79'
C100	97.99'	330.00'	17°00'47"	N 54°47'51" W	97.63'
C101	13.82'	330.00'	2°24'01"	N 52°11'56" W	13.82'
C102	190.96'	270.00'	40°31'20"	S 71°15'36" E	187.00'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C103	26.26'	270.00'	5°34'18"	N 09°25'32" W	26.25'
C104	196.15'	270.00'	41°37'26"	N 33°01'24" W	191.86'
C105	251.60'	690.00'	20°53'33"	S 43°23'21" E	250.21'
C106	248.49'	330.00'	43°08'39"	S 11°22'15" E	242.66'
C107	84.70'	270.00'	17°58'29"	N 01°12'50" E	84.36'
C108	332.59'	370.00'	51°30'09"	N 33°31'29" W	321.50'
C109	15.21'	330.00'	2°38'30"	S 57°57'19" E	15.21'
C110	59.19'	430.00'	7°53'10"	N 16°58'23" W	59.14'
C111	82.84'	230.00'	20°38'08"	N 68°58'17" E	82.39'
C112	196.29'	430.00'	26°09'19"	N 33°59'38" W	194.59'
C113	91.59'	430.00'	12°12'16"	N 53°10'26" W	91.42'
C114	91.34'	330.00'	15°51'30"	S 45°59'31" E	91.05'
C115	22.94'	130.00'	10°06'39"	S 30°28'28" W	22.91'
C116	128.80'	130.00'	56°45'56"	S 02°57'50" E	123.59'
C117	59.73'	530.00'	6°27'25"	N 44°56'58" E	59.70'
C118	261.11'	530.00'	28°13'40"	N 27°36'26" E	258.48'
C119	77.92'	530.00'	8°25'25"	N 09°16'53" E	77.85'
C120	111.27'	1,030.00'	6°11'22"	N 01°58'29" E	111.21'
C121	154.43'	1,030.00'	8°35'26"	N 05°24'55" W	154.29'
C122	44.96'	1,030.00'	2°30'04"	N 10°57'40" W	44.96'

PARADISE ON THE GUADALUPE,
UNIT 1

SUMMIT GEOMATICS, INC.
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TBPELS Firm No. 10194657

#20210842687

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C123	97.21'	530.00'	10°30'30"	N 17°27'57" W	97.07'
C124	157.07'	530.00'	16°58'48"	N 31°12'36" W	156.50'
C125	169.53'	530.00'	18°19'38"	N 48°51'49" W	168.81'
C126	91.09'	270.00'	19°19'45"	S 48°21'46" E	90.66'
C127	172.27'	270.00'	36°33'21"	S 20°25'13" E	169.36'
C128	161.38'	330.00'	28°01'09"	N 16°09'07" W	159.78'
C129	68.83'	330.00'	11°56'59"	N 36°08'11" W	68.70'
C130	94.25'	60.00'	90°00'00"	N 60°37'39" E	84.85'
C131	62.83'	60.00'	60°00'00"	N 14°22'21" W	60.00'
C132	29.81'	330.00'	5°10'30"	N 13°02'24" E	29.80'
C133	77.31'	330.00'	13°25'20"	N 03°44'29" E	77.13'
C134	180.14'	330.00'	31°16'38"	N 18°36'30" W	177.92'
C135	101.68'	330.00'	17°39'16"	N 43°04'27" W	101.28'
C136	117.02'	270.00'	24°49'59"	S 39°29'05" E	116.11'
C137	85.62'	270.00'	18°10'12"	S 17°59'00" E	85.27'
C138	11.82'	330.00'	2°03'09"	N 09°55'28" W	11.82'
C139	89.29'	330.00'	15°30'13"	N 18°42'09" W	89.02'
C140	144.74'	330.00'	25°07'49"	N 83°35'45" E	143.58'
C141	18.34'	330.00'	3°11'06"	N 69°26'18" E	18.34'
C142	90.35'	330.00'	15°41'14"	N 45°38'15" E	90.07'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C143	141.88'	330.00'	24°38'04"	N 25°28'36" E	140.79'
C144	89.50'	330.00'	15°32'21"	N 40°24'30" E	89.23'
C145	27.96'	330.00'	4°51'16"	N 30°12'41" E	27.95'
C146	8.97'	330.00'	1°33'24"	N 27°00'21" E	8.97'
C147	163.48'	330.00'	28°23'05"	N 12°02'06" E	161.82'
C148	8.55'	330.00'	1°29'02"	N 02°53'57" W	8.55'
C149	161.78'	270.00'	34°19'50"	S 13°31'27" W	159.37'
C150	149.74'	330.00'	25°59'57"	N 17°41'23" E	148.46'
C151	97.35'	330.00'	16°54'06"	N 03°45'38" W	96.99'
C152	30.25'	330.00'	5°15'07"	N 14°50'15" W	30.24'
C153	102.40'	330.00'	17°46'45"	N 26°21'11" W	101.99'
C154	106.32'	330.00'	18°27'32"	N 44°28'19" W	105.86'
C155	0.77'	330.00'	0°08'02"	N 53°46'06" W	0.77'
C156	229.73'	630.00'	20°53'33"	S 43°23'21" E	228.46'
C157	72.28'	270.00'	15°20'18"	S 25°16'26" E	72.06'
C158	131.03'	270.00'	27°48'21"	S 03°42'06" E	129.75'
C159	32.54'	330.00'	5°39'02"	N 07°22'34" E	32.53'
C160	70.98'	330.00'	12°19'27"	N 01°36'41" W	70.85'
C161	17.27'	270.00'	3°39'55"	N 40°16'43" W	17.27'
C162	171.08'	270.00'	36°18'13"	N 20°17'39" W	168.23'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C163	71.21'	330.00'	12°21'52"	S 08°19'28" E	71.08'
C164	155.12'	330.00'	26°55'55"	S 27°58'22" E	153.69'
C165	95.54'	330.00'	16°35'19"	S 49°43'59" E	95.21'
C166	18.95'	470.00'	2°18'37"	N 56°52'20" W	18.95'
C167	231.92'	470.00'	28°16'22"	N 41°34'50" W	229.58'
C168	124.95'	470.00'	15°13'58"	N 19°49'40" W	124.59'
C169	130.04'	970.00'	7°40'52"	N 08°22'15" W	129.94'
C170	162.52'	970.00'	9°36'00"	N 00°16'11" E	162.33'
C171	106.86'	470.00'	13°01'35"	N 11°34'58" E	106.63'
C172	212.35'	470.00'	25°53'12"	N 31°02'21" E	210.55'
C173	34.41'	470.00'	4°11'43"	N 46°04'49" E	34.41'
C174	136.78'	530.00'	14°47'12"	S 40°47'04" W	136.40'
C175	168.74'	530.00'	18°14'29"	S 24°16'14" W	168.03'
C176	254.16'	530.00'	27°28'35"	S 01°24'42" W	251.74'
C177	81.25'	530.00'	8°47'01"	S 16°43'07" E	81.17'
C178	107.92'	744.72'	8°18'12"	N 16°56'51" W	107.83'
C179	206.20'	744.72'	15°51'51"	N 04°51'50" W	205.54'
C180	314.07'	744.72'	24°09'47"	N 15°08'59" E	311.74'
C181	106.96'	1,230.00'	4°58'57"	S 24°44'24" W	106.93'
C182	229.05'	1,230.00'	10°40'10"	S 16°54'51" W	228.72'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C183	148.05'	370.00'	22°55'32"	N 47°48'48" W	147.06'
C184	181.01'	370.00'	28°01'48"	N 22°20'08" W	179.21'
C185	3.53'	370.00'	0°32'49"	N 08°02'49" W	3.53'
C186	60.25'	270.00'	12°47'04"	N 01°22'53" W	60.12'
C187	24.46'	270.00'	5°11'25"	N 07°36'22" E	24.45'
C188	148.18'	330.00'	25°43'42"	S 02°39'46" E	146.94'
C189	100.31'	330.00'	17°24'57"	S 24°14'06" E	99.92'
C190	114.62'	690.00'	9°31'05"	S 37°42'07" E	114.49'
C191	136.98'	690.00'	11°22'28"	S 48°08'53" E	136.76'
C192	13.42'	270.00'	2°50'52"	N 52°24'41" W	13.42'
C193	182.73'	270.00'	38°46'34"	N 31°35'58" W	179.26'
C194	28.66'	330.00'	4°58'35"	N 48°46'46" W	28.65'
C195	69.33'	330.00'	12°02'11"	N 57°17'09" W	69.20'
C196	125.87'	60.00'	120°11'46"	N 68°33'21" E	104.03'
C197	59.63'	60.00'	56°56'20"	N 20°00'42" W	57.20'
C198	43.71'	60.00'	41°44'29"	N 69°21'06" W	42.75'
C199	84.94'	60.00'	81°06'56"	S 49°13'12" W	78.03'
C200	139.31'	330.00'	24°11'13"	S 55°40'10" W	138.28'
C201	68.52'	330.00'	11°53'49"	S 37°37'38" W	68.40'
C202	52.36'	270.00'	11°06'43"	N 27°54'51" E	52.28'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C203	163.96'	270.00'	34°47'38"	N 50°52'01" E	161.45'
C204	115.26'	60.00'	110°04'04"	S 71°19'42" W	98.34'
C205	40.00'	60.00'	38°11'50"	S 02°48'16" E	39.26'
C206	90.43'	60.00'	86°21'29"	S 65°04'55" E	82.11'
C207	68.45'	60.00'	65°22'06"	N 39°03'18" E	64.80'
C208	40.55'	350.00'	6°38'17"	N 70°22'17" E	40.53'
C209	100.32'	350.00'	16°25'20"	N 58°50'29" E	99.97'
C210	21.16'	270.00'	4°29'22"	S 52°52'30" W	21.15'
C211	61.94'	270.00'	13°08'40"	S 61°41'31" W	61.81'
C212	120.54'	330.00'	20°55'43"	N 57°47'59" E	119.87'
C213	143.75'	330.00'	24°57'28"	N 34°51'23" E	142.61'
C214	119.33'	309.21'	22°06'43"	S 37°21'10" E	118.59'
C215	87.12'	309.21'	16°08'34"	S 56°28'48" E	86.83'
C216	17.49'	270.00'	3°42'42"	N 61°26'54" W	17.49'
C217	62.43'	270.00'	13°14'51"	N 52°58'08" W	62.29'
C218	341.48'	270.00'	72°27'54"	N 75°14'02" E	319.17'
C219	53.67'	270.00'	11°23'17"	S 62°50'23" E	53.58'
C220	105.47'	330.00'	18°18'43"	N 66°18'05" W	105.02'
C221	143.26'	330.00'	24°52'23"	N 87°53'38" W	142.14'
C222	129.32'	330.00'	22°27'09"	S 68°26'36" W	128.49'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C223	126.81'	330.00'	22°01'03"	S 46°12'30" W	126.03'
C224	5.66'	330.00'	0°58'57"	S 34°42'30" W	5.66'
C225	60.09'	1,030.00'	3°20'33"	S 32°32'45" W	60.08'
C226	58.06'	1,030.00'	3°13'47"	S 29°15'35" W	58.05'
C227	63.43'	60.00'	60°34'07"	S 56°39'42" W	60.52'
C228	84.45'	60.00'	80°38'27"	S 13°56'35" E	77.65'
C229	56.23'	60.00'	53°41'49"	S 81°06'43" E	54.20'
C230	110.05'	60.00'	105°05'19"	N 19°29'43" E	95.26'
C231	111.26'	970.00'	6°34'20"	S 30°55'51" W	111.20'
C232	68.10'	270.00'	14°27'06"	S 41°26'34" W	67.92'
C233	349.59'	270.00'	74°11'09"	S 85°45'41" W	325.68'
C234	87.94'	270.00'	18°39'40"	N 10°31'50" E	87.55'
C235	62.74'	270.00'	13°18'52"	N 26°31'06" E	62.60'
C236	59.92'	330.00'	10°24'11"	S 37°11'42" W	59.84'
C237	152.71'	330.00'	26°30'49"	S 18°44'12" W	151.35'
C238	102.24'	330.00'	17°45'05"	S 03°23'45" E	101.83'
C239	60.18'	330.00'	10°26'54"	S 17°29'45" E	60.09'
C240	74.01'	330.00'	12°50'59"	S 29°08'41" E	73.85'
C241	153.75'	330.00'	26°41'40"	S 48°55'00" E	152.36'
C242	64.17'	330.00'	11°08'29"	S 67°50'05" E	64.07'

PARADISE ON THE GUADALUPE, UNIT 1

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San Antonio, Texas 78217
Tel: 210-971-4870 • summit-geomatics.com
TBPELS Firm No. 10194657

#20210604268?

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C243	80.84'	330.00'	14°02'08"	S 03°19'23" W	80.64'
C244	131.09'	330.00'	22°45'35"	S 15°04'28" E	130.23'
C245	20.08'	270.00'	4°15'42"	N 24°19'24" W	20.08'
C246	62.65'	270.00'	13°17'40"	N 15°32'43" W	62.51'
C247	50.21'	270.00'	10°39'19"	N 46°34'25" W	50.14'
C248	180.37'	270.00'	38°16'35"	N 22°06'28" W	177.04'
C249	82.19'	270.00'	17°26'32"	N 05°45'05" E	81.88'
C250	5.44'	270.00'	1°09'18"	N 15°03'01" E	5.44'
C251	157.08'	60.00'	150°00'00"	S 00°37'39" W	115.91'
C252	160.88'	330.00'	27°55'55"	S 64°57'53" E	159.29'
C253	72.52'	330.00'	12°35'25"	S 85°13'33" E	72.37'
C254	116.26'	330.00'	20°11'06"	S 20°35'49" W	115.66'
C255	81.47'	330.00'	14°08'44"	S 03°25'53" W	81.27'
C256	101.53'	270.00'	21°32'43"	N 07°07'53" E	100.93'
C257	46.56'	270.00'	9°52'49"	N 22°50'39" E	46.50'
C258	49.90'	270.00'	10°35'20"	N 33°04'43" E	49.83'
C259	46.20'	270.00'	9°48'17"	N 43°16'32" E	46.15'
C260	181.33'	330.00'	31°29'00"	S 32°26'10" W	179.06'
C261	20.36'	330.00'	3°32'07"	S 14°55'37" W	20.36'
C262	415.77'	270.00'	88°13'47"	S 68°02'22" E	375.89'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C263	5.68'	270.00'	1°12'16"	S 23°19'20" E	5.68'
C264	123.83'	330.00'	21°29'59"	N 39°20'47" E	123.10'
C265	22.05'	330.00'	3°49'45"	N 26°40'55" E	22.05'
C266	26.46'	270.00'	5°36'50"	S 27°34'27" W	26.44'
C267	13.17'	270.00'	2°47'39"	S 31°46'42" W	13.17'
C268	104.25'	330.00'	18°06'03"	N 24°07'30" E	103.82'
C269	79.91'	330.00'	13°52'29"	N 08°08'14" E	79.72'
C270	138.88'	330.00'	24°06'44"	N 73°55'41" E	137.85'
C271	131.73'	330.00'	22°52'15"	N 50°26'12" E	130.85'
C272	70.23'	744.72'	5°24'11"	N 18°23'52" W	70.20'
C273	25.72'	270.00'	5°27'29"	N 11°37'38" W	25.71'
C274	70.92'	530.00'	7°39'59"	S 08°29'37" E	70.86'
C275	72.35'	530.00'	7°49'19"	S 16°14'15" E	72.30'
C276	70.94'	330.00'	12°19'00"	N 15°03'24" W	70.80'
C277	21.50'	330.00'	3°44'02"	S 33°12'48" E	21.50'
C278	106.51'	330.00'	18°29'36"	S 55°21'29" W	106.05'
C279	51.10'	330.00'	8°52'17"	S 26°15'13" W	51.04'
C280	125.53'	530.00'	13°34'14"	N 20°16'43" E	125.24'
C281	335.21'	469.68'	40°53'30"	N 00°35'10" W	328.14'
C282	7.50'	529.99'	0°48'39"	S 32°59'09" W	7.50'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C283	7.50'	529.99'	0°48'41"	S 33°47'49" W	7.50'
C284	36.84'	330.00'	6°23'48"	S 70°29'32" W	36.82'
C285	39.41'	269.33'	8°23'05"	S 37°38'49" W	39.38'
C286	2.53'	270.06'	0°32'12"	N 31°35'25" E	2.53'
C287	99.40'	330.00'	17°15'27"	N 31°00'23" E	99.02'

UNOFFICIAL

PARADISE ON THE GUADALUPE, UNIT 1

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PARADISE ON THE GUADALUPE, UNIT 1

STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL *

This Declaration is made on the date hereinafter set forth by PARADISE I ON THE GUADALUPE, LLC, a Delaware limited liability company authorized to do business in Texas, hereinafter referred to as "Developer" or "Declarant".

W I T N E S S E T H:

WHEREAS, Developer is the owner of a portion of that certain tract of land known as PARADISE ON THE GUADALUPE, UNIT 1, being a subdivision containing 256.3 acres of land situated in Comal County, Texas with the Final Plat of PARADISE ON THE GUADALUPE, UNIT 1 being recorded in Document No. 202106042687 in the Official Public Records of Comal County, Texas, in the office of the County Clerk of Comal County, Texas on the 12th day of August, 2021, after having been approved as provided by law ("Subdivision"); and,

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions" or "Declarations") upon and against PARADISE ON THE GUADALUPE, UNIT 1, in order to establish a uniform plan for its development, improvement and sale, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of those Lots in PARADISE ON THE GUADALUPE, UNIT 1.

WHEREAS, Developer reserves and retains unto itself, the right, as it, in its sole discretion, shall determine, to (i) add to or delete areas from the Property (hereinafter defined), (ii) add or delete areas, including but not limited to Lots located in PARADISE ON THE GUADALUPE, UNIT 1, from these restrictions and (iii) hereafter place and impose such restrictions, easements, covenants, conditions, stipulations and reservations on any and all remaining unrestricted properties, or portions thereof, in the Subdivision or the Property, in order to establish any plan chosen by Developer for the development, improvement and sale thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Developer, hereby adopts, establishes and imposes upon PARADISE ON THE GUADALUPE, UNIT 1 and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Subdivision, which Restrictions shall run with said Subdivision and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. Developer also declares that PARADISE ON THE GUADALUPE, UNIT 1 shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1 Additional Land. "Additional Land" shall mean land within three (3) miles of the Subdivision, which is now or hereafter owned by Declarant, which may be annexed and become a part of the Subdivision and subject to this Declaration as provided.

1.2 Architectural Control Committee. "Architectural Control Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Lots in the Property.

1.3 Approved Builders. "Approved Builders" shall mean those builders that meet all of the requirements set forth in the Design Guidelines and have Architectural Control Committee approval to build homes in the Subdivision.

1.4 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.5 Association. "Association" shall mean and refer to Paradise on the Guadalupe Property Owners Association, a Texas non-profit corporation, its successors and assigns. Paradise on the Guadalupe Property Owner Association shall consist of members from all units or phases of the Property unless otherwise determined by the Developer.

1.6 Board. "Board" shall mean the Board of Directors of the Association.

1.7 Bylaws. "Bylaws" shall mean the Bylaws of the Association to be adopted by the Board, and as from time to time, amended.

1.8 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of Paradise on the Guadalupe Property Owners Association, which is filed in the office of the Secretary of State of Texas, and as from time to time amended.

1.9 Common Area. "Common Area" shall mean that portion of the Property owned or leased by the Association for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, community facilities, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), gates, walkways, traffic islands, open spaces, landscape buffers, easements owned by the Association, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies).

1.10 Design Guidelines. "Design Guidelines" shall mean the criteria and guidelines established by the Architectural Control Committee for the design and/or construction of all Improvements, landscaping and other exterior items within the Subdivision.

1.11 Development Period. The "Development Period" is the period of time beginning on the date when the Declaration has been recorded and ending six months after the date that the Declarant no longer owns any portion of the Property, unless earlier terminated by a recorded written instrument executed by the Declarant. The Development Period is the period in which the Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

1.12 Featured Builders. "Featured Builders" shall mean those builders who are approved by the Architectural Control Committee and may receive preferential treatment in timing of approvals, signage, deposits and other benefits when building in the Subdivision.

1.13 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on any Lot in the Subdivision, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, basketball goals, hot tubs, swimming pools, and swimming pool equipment and covers, garages, storage buildings, tree houses, playscapes, fences, gates, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pumps, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.14 Lot or Tract. "Lot", "Lots", "Tract" or "Tracts" shall mean any parcel or parcels of land within the Subdivision shown as a subdivided lot on a plat of the Subdivision, together with all Improvements located thereon.

1.15 Member. "Member" or "Members" shall mean any person, persons, entity or entities holding membership rights in the Association.

1.16 Mortgage. "Mortgage" shall mean any mortgage or deed of trust lien covering all or any portion of the Subdivision given to secure the payment of a debt.

1.17 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.18 Outbuilding. "Outbuilding" shall mean any building that is not attached to the Main Dwelling.

1.18 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity or entities holding a fee simple interest in all or any portion of the Subdivision but shall not include a Mortgagee until such Mortgagee forecloses on one or more Lots in the Subdivision.

1.19 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.20 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or creation of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting,

elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.21 Plat. "Plat" shall mean a final plat of any portion of the Property, as defined below.

1.22 Property. "Property" shall mean that real property which is subject to the terms of this or any other declaration for PARADISE ON THE GUADALUPE and subject to the jurisdiction of the Association. The Property is initially known as PARADISE ON THE GUADALUPE, Comal County, Texas, and will be more fully developed in Phases and shown on maps or plats recorded in the Official Public Records of Comal County, Texas. The Property acreage may be increased or decreased at the sole discretion of the Developer.

1.23 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restriction which may be recorded hereafter in order (i) to incorporate Additional Property into the Development, (ii) to subject any area of the Property to further covenants, conditions or restrictions, or (iii) to withdraw land from the Property.

1.24 Utility Lot. "Utility Lot" shall mean and refer to any Lot to be used solely for utility purposes or conveyed to a utility provider.

ARTICLE II
ADDITIONS TO THE PROPERTY

2.1 Phased Subdivision.

(A) Incorporation and Withdrawal. The Declarant, its successors and assigns, shall have the sole right, without requiring the consent or approval of any third party, including the Owners of any Lots or lienholders on those Lots, at any time so long as Declarant still owns at least one Lot (i) annex or incorporate within the scheme of this Declaration additional lots or phases of the property (a) following the acquisition of such property, or (b) barring acquisition of such property, with the consent of the record owner of such other property; or (ii) withdraw any property owned by the Declarant from the Subdivision or (iii) remove property owned by the Declarant from the terms of these Restrictions.

(B) Filing Affidavit. To evidence the incorporation or annexation of additional property (including but not limited to additional lots) or withdrawal of property from the Subdivision or these restrictions, Declarant shall record an Affidavit stating that such property has been incorporated into, annexed into or withdrawn from the Subdivision or these Restrictions.

(C) Phases. Declarant may develop the Property into additional phases and may, at its sole discretion, encumber each phase with similar or the same restrictions.

2.2 Merger of Consolidation. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights

and obligations of another association may, by operation of law, be added to the property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Subdivision and/or the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

ARTICLE III
GENERAL RESTRICTIONS

All of the Lots in the Subdivision except utility lots, common areas and other similar areas, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.1 Single Family Residential Construction. Except for Common Areas or as otherwise set forth herein, all Lots shall be used solely for single family residential purposes. One single-family Main Dwelling unit ("Main Dwelling") and no more than one guest dwelling and one detached garage which may also contain living quarters may be constructed on each Lot. (The Main Dwelling and the guest dwellings shall be collectively referred to as "Dwelling(s)"). The guest dwelling and detached garage must be built after or during the construction of the Main Dwelling. All Main Dwellings must have at least a two (2) car garage. The garage door openings must face the side or rear Lot line unless such garage door is set back no less than eighty feet (80') from the front Lot line, in which case it may face the road. No carports are allowed. All Main Dwellings must have at least two thousand six hundred (2,600) square feet of living area for one story homes, and three thousand two hundred (3,200) square feet of living area for two story homes, with at least two thousand six hundred (2,600) square feet on the ground floor and must be built of new construction material. The guest dwelling and living spaces in detached garages must have at least nine hundred (900) square feet of living area, must be one story and must be built of new construction material. Living area does not include porches, breezeways, or garages. If a Lot also has a pool, a pool house or cabana ("Cabana") is allowed so long as it is constructed of new materials, constructed with or after the Main Dwelling, matches or complements the exterior of the Main Dwelling and contains no more than 600 square feet. The foundation of the Dwelling(s) can be concrete slab, or a combination of concrete slab and piers. All piers must be constructed of concrete and rebar with no more than three (3) feet of any concrete slab left exposed or unfinished. The Main Dwelling(s) must not exceed 29 feet in height, at its highest point, measured from the highest elevation of the untouched soil under the footprint of the dwelling to the top ridge of the roofline. There is no restriction time period in which a Dwelling, other improvement must be started, but once said Dwelling or improvements are commenced, they shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date. Commencement of building is defined as the setting of forms for the foundation of the Main Dwelling(s), garage or Cabana. For all other improvements it is as determined by the Architectural Control Committee. All detached garages and guest dwellings shall be of the same general construction, architectural design and exterior finish as the Main Dwelling, and located on the Lot according to the Committee approved building site plan. Guest dwellings, detached garages and Cabanas shall not exceed sixteen (16) feet in height from the highest elevation of untouched soil under the footprint of the building to the top ridge of the roofline. Any other

Outbuilding must be approved by the Architectural Control Committee and meet the requirements set forth in the design Guidelines. Each Tract will be limited to no more than Two (2) Outbuildings on the entire Lot. All improvements must be approved in writing by the Architectural Control Committee, prior to being erected, altered or placed on the Property.

No Dwelling or Lot shall be leased or rented for periods of time which are less than thirty days. By way of example but not limitation, no overnight rentals or hotel type rentals shall be allowed on any Lot.

The term "Dwellings" does not include manufactured, mobile, or prefab homes regardless of whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision. As used herein, "Manufactured home" includes but is not limited to, any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, Vernon's Texas Civil Statues.

3.2 Location of Improvements upon the Tract. All buildings and improvements, except fences and driveways, shall be located as follows:

(a) on Lots 1-18, 49-59, 70 and 110-111, inclusive: a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line and ten (10) feet from the rear Property line

(b) on Lots 21-29, 48-56, 62-73 and 83-96, inclusive, a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line and twenty (20) feet from the rear Property line

(c) on all other Lots: a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line and fifty (50) feet from the rear Property line

Notwithstanding, as to any Tract, the Architectural Control Committee may waive or alter any set-back line, if the Architectural Control Committee in the exercise of the Architectural Control Committee's sole discretion, such waiver, or alteration is necessary to permit effective utilization of a Tract. Any such waiver or alteration must be in writing and recorded in the Official Public Records of Comal County, Texas.

All driveways must be set back no less than five (5) feet from any Lot line.

Any building located in a flood plain must obtain a flood permit from Comal County prior to the start of construction.

3.3 Use of Temporary Structures. Unless otherwise allowed in the rules adopted by the Architectural Control Committee, no structure of a temporary character, whether trailer, motor home, basement, shack, garage or other outbuilding shall be maintained or used on any Tract at any time as a temporary or permanent residence. No Tract shall be used as a camping ground.

The Developer reserves the right to erect, place and maintain a mobile home, camper, or motor home

in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Tracts, selling or constructing residences and constructing other improvements within the Subdivision. The Developer is not restricted by any of the above time constraints in this provision.

Temporary structures, including but not limited to a construction office, portable restroom facilities or construction storage facilities may be located on a Lot while the main residence for the Lot is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Lot for longer than the time allowed for construction of a Main Dwelling as set forth herein.

3.4 Repair of Buildings. All improvements upon any of the Property shall at all times be kept in good condition and repair, painted and maintained by the owner thereof. All construction must be of new material and constructed on the Lot.

3.5 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which alters the exterior appearance of any improvement, or the removal of any improvement, shall be performed only with prior written approval of the Architectural Control Committee.

3.6 Exterior Masonry. The exterior walls of any dwellings constructed on any Tract shall be eighty percent (80%) masonry, or masonry veneer, excluding window and door openings, except as otherwise set forth in this paragraph. Masonry and masonry veneer includes only ceramic tile, clay and stone. The following materials may be used in addition to Masonry and masonry veneer:

(a) Stucco may be used so long as it comprises no more than fifty-five percent (55%) of the exterior of any side of the dwelling, with the remaining percent being stone or, native rock.

(b) Brick may be used for accent only and shall comprise no more than fifteen percent (15%) of the exterior of a dwelling.

(c) Wood, with natural stain, can be used for accents, at the sole discretion of the Architectural Control Committee.

(d) Board and batten may be used so long as it comprises no more than forty percent (40%) of any

The exterior of all chimneys shall be one hundred (100) percent masonry of a type and color matching the exterior walls of the dwelling. Concrete siding material is not considered a masonry product for these purposes.

3.7 Roofing Materials. The roof surface of all structures shall be made of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature or non-glare metal. All metal roofs shall be left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams. The Architectural Control Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes and Subdivision as a whole.

The surface of the roof on all principal and secondary structures including, but not limited to, garages, guest/servants houses, workshops, storage buildings, and pool houses shall be earth tones, black or muted colors and shall be made of slate, concrete tile, copper, zinc or metal using standing seams. Galvalume is allowed. No red, blue, green, yellow, gold, white or other non-muted color of

metal roofs shall be allowed. Future phases of the Property may allow additional types of roofing materials. The Architectural Control Committee shall have the authority and sole discretion to approve other roof treatments and materials if the form utilized will be harmonious with the surrounding homes in that unit. No flat or inverted roofs shall be allowed without the approval of the Architectural Control Committee.

3.8 Colors. All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The committee may, in its sole discretion, approve other color schemes so long as such colors compliment the subdivision.

3.9 Model Homes. Notwithstanding anything herein contained, Builders shall be allowed to construct model or speculative homes so long as such model or speculative home conforms to these restrictions.

3.10 Walls and Fences.

A. Each lot may have a perimeter fence located no closer than 20 feet from the front lot line. Such fence may be located on the side and back Lot lines. Such perimeter fencing must meet the following:

1. Be constructed of metal, native stone, wrought iron, steel or a combination thereof. All metal, steel, and wrought iron fences and gates shall be painted with a brown or black finish. Pipe fencing is allowed as follows; the fence posts shall consist of two and three eighths inch (2-3/8") drill stem pipe with ten foot (10') spacing. A single top rail consisting of the same size pipe shall be placed on top of the line posts. The area between the posts shall be a solid-lock high-tensile wire or ranch panel welded to the vertical pipe and top rail. All piping must be painted brown or black with panels and/or solid-lock high-tensile wire left in its natural galvanized color. Masonry or masonry veneer may be used for accenting only.

2. Have a maximum height of five feet.

3. Except along the Lot line adjacent to the road, all fencing must be constructed so as not to block the view of any neighboring Lot. The style of the subdivision is intended to be open and any fence, which is solid in nature and does not provide for the "open" feel may be denied by the Architectural Control Committee, at their sole discretion.

4. Fencing along the Lot line adjoining the street may be constructed using masonry, masonry veneer or native stone in such a way as to prevent car lights from shining into the Lot.

B. Interior fencing, being the fencing that begins at the side of the dwelling and extends back to encompass a back yard or surrounds a courtyard in the front of the dwelling must meet the following requirements:

1. Be constructed of metal, masonry, masonry veneer, native stone, wrought iron, steel or a combination thereof. All metal, steel, and wrought iron fences and gates shall be painted with a brown or black finish. Pipe fencing is allowed as follows; the fence posts shall consist of two and three eighths inch (2-3/8") drill stem pipe with ten foot (10') spacing. A single top rail consisting of the same size pipe shall be placed on top of the line posts. The area between the posts shall be a solid-lock high-tensile wire or ranch panel welded to the vertical pipe and top rail. All piping must be painted brown or black with panels and/or solid-lock high-tensile wire left in its natural

galvanized color. Masonry or masonry veneer may be used for accenting only.

2. Have a maximum height of five feet.

C. Gates: All gates must be decorative and custom-made. Standard ranch-style swing gates shall not be allowed.

All fencing and gates must be approved by the Architectural Control Committee prior to construction and may be subject to additional requirements and rules as set forth in the design guidelines.

All walls, fences, and gates must be maintained in good condition.

3.11 Antennas, Towers, and Satellite Dishes. Antennas, towers, or satellite dishes of any kind shall not exceed five (5) feet above the roof of the dwelling if attached to the dwelling, or five (5) feet above any outbuilding if attached to an outbuilding. Any antennae, tower or satellite dish must be located to the side or rear of the dwelling or outbuilding and not within twenty five (25) feet of any side property line, twenty (20) feet of any front property line, or fifty (50) feet of any rear property line. Nothing here shall be construed to conflict with the latest rules and regulations set forth by the Federal Communications Commission.

3.12 Light Pollution. Exterior lights such as those for security, safety, and decorative reasons are allowed, provided all exterior lighting is hooded or the main beam of light is at no greater than a thirty (30) degree angle from the ground. The Architectural Control Committee may adopt additional rules to create a dark sky compliant subdivision.

3.13 Noise Pollution. No exterior speakers, horns, whistle, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be used on any Tract such that it becomes or will become clearly audible at the property line of adjoining property owners.

3.14 Prohibition of Offensive Activities. No activity, whether for profit or not, shall be conducted on any Tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) it is the type of action that usually occurs in a home, (c) no additional traffic, that would be there normally, is created, and (d) nothing dangerous is present that should not be there. Nothing herein shall prevent a home office so long as the requirements of (a), (b), (c) and (d) above are met. This condition is waived in regards to the customary sales activities required to sell Tracts or homes in the Subdivision. No noxious or offensive activity shall be carried on upon any Tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

3.15 Garbage and natural gas and Propane Storage. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render such property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view except on the day of pickup. All containers must be placed back in such enclosed structures or otherwise screen from view within twenty-four hours of such pickup. In the event the

Owner shall fail or refuse to keep, or cause to be kept such Owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Paradise on the Guadalupe Property Owner's Association may enter upon such property and remove or correct the same at the expense of the property owner and any such entry shall not be deemed a trespass.

Developer may limit the number of refuse (garbage) companies that have access to the Subdivision. In such event, Developer will inform the Board of Directors which refuse (garbage) company(ies) are allowed in the Subdivision and the Board of Directors shall distribute this information to the Lot Owners.

A Lot Owner may have natural gas or propane but any tank must be no less than twenty-five (25) feet from any property line. All structures must compliment the Main Dwelling.

3.16 Junk Motor Vehicles Prohibited. Antique cars that are in good condition or are being restored are allowed on a Lot so long as such cars are stored in an enclosed structure in compliance with Section 3.1 hereof. No Tract shall be used as a depository for abandoned or junk motor vehicles.

3.17 Trailers, RV's and Boats. All trailers, travel trailers, graders, recreational vehicles, ATV'S, boats, tractors, campers, wagons, buses, motorcycles, motor scooters and lawn and garden maintenance equipment shall be kept at all times, except when in actual daily use in compliance herewith, in a covered enclosed structure, which structure complies with Section 3.1 hereof.

3.18 Signs. No permanent or temporary sign(s), advertisements or billboards of any kind shall be constructed or placed upon any Tract without prior written approval by the Architectural Control Committee.

(A). Builders: The Architectural Control Committee may allow Builders to place one (1) professionally made "model home" sign or "Custom Build on your lot" sign on Lots owned by such Builder if the Lot contains a dwelling under construction and approved by the Developer, unless such approval has been transferred to the Architectural Control Committee.

(B). Lot Owners: No signs, including but not limited to "For Sale Sign", but excluding political signs, shall be allowed on any Lot. The Architectural Control Committee shall allow the Lot Owner to display political signs as required under Texas Property Code Section 202.009 or subsequent statute, however, the Architectural Control Committee may adopt rules and regulating such signs.

No sign, whether erected by the Builder or Lot Owner, shall be placed closer than twenty-five (25) feet from any front, side or rear property line. The appearance, size and location of all signs must be approved in writing by the Architectural Control Committee and signs which are made of metal or corrugated plastic shall not be allowed. The term "professionally made" does not include pre-made, store bought signs. The Architectural Control Committee may add additional restrictions and criteria in rules established by such committee.

No other signs shall be allowed in the Subdivision. This provision shall not apply to the Declarant so long as Declarant shall own a Tract in the Subdivision. Nothwithstanding, however, nothing

herein shall prevent the Association from establishing rules for permitting the celebration or recognition of Religious or National Holidays.

All permitted signs must be maintained and in the event a permitted sign is not properly maintained, the Architectural Control Committee may give the sign owner written notice thereof. Repairs required by the Architectural Control Committee must be made within five (5) business days from receipt of such notice. The Architectural Control Committee may remove the sign if such repairs are not made and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such repair. In addition, the Lot Owner shall be responsible for the cost incurred by the Committee in such repair and/or removal and such cost shall be considered an assessment against the Lot.

3.19 Animal Husbandry. Dogs, cats and other household pets may be kept for domestic purposes. Dogs must be kept in a fenced area that confines such dog(s) to the area. Dogs will not be permitted to run loose in the Subdivision and must be kept on a leash if outside the Owner's Lot. No loud, barking dogs shall be allowed in the subdivision. On Lots two and one-half acres or larger, the Lot Owner may keep one horse. An additional horse may be added for each full acre over and above two and one-half acres owned but in no event shall there be more than three horses on any Lot or combination of Lots owned by the same person. Goats, chickens, rabbits and lambs being raised for 4-H or school sponsored programs will be permitted during the term of such program. No roosters are allowed. Egg laying chickens are permitted so long as the number of chickens does not exceed six. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on a Lot and no kennels or breeding operations are allowed. All areas in which animals are kept must be clean, sanitary and reasonably free of refuse, insects and waste.

3.20 Mineral Development. No commercial oil or gas drilling, oil or gas development operations, oil or gas refining, quarrying or mining operation of any kind shall be permitted upon or in any Tract. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Tract. Subject to state laws and local regulations and rules, water wells may be drilled, however no part of the sanitary control easement surrounding such water well shall be located outside the Owner's Lot lines and subject to regulatory requirements.

3.21 Drainage. No person or persons shall impair the natural established drainage patterns of streets, Tracts, or roadway ditches. No creeks or natural drainage areas may be dammed, or water impounded, diverted or used for any purpose without the prior written consent of the Architectural Control Committee. Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing water up or diverting flow. All drainage culverts must be designed and sealed by an engineer or other certified professional, which professional states that the culvert will not cause drainage issues on neighboring lots or roads.

If a culvert is required under the entry drive, it must be corrugated metal pipe culvert with concrete poured around the inlet and outlet, covering the entire culvert area and no greater than a 45 degree slope. Drainage culvert installations are subject to the inspection and approval of the Architectural Control Committee. Lot owners are responsible for the proper conveyance of stormwater runoff through their Lots. Lot owners are to refrain from point discharging (collecting and directing) runoff to lots located down gradient of their Lot.

3.22 Driveways. Prior to constructing any driveway, Owners must submit an application with the Architectural Control Committee and must comply with the rules established for such roads by the Architectural Control Committee. Applications will be available upon request. Temporary, caliche roads shall not be allowed. All driveways are required to have no less than ten (10) feet of stamped and dyed concrete or stone over any culvert portion of the driveway and all driveways must be designed by a professional engineer and include such engineer's seal.

Lots 1-18 may be accessed directly from Demi John Bend Bend Road so long as such Lot has a County approved driveway permit. No other Lot shall be accessed directly from Demi John Bend Road or Cordova Bend Road.

3.23 Landscape. All homes must be landscaped within ninety (90) days of the completion of such home.

Landscaping shall be a well-designed balance of mature trees, shrubs, and lawn grass around the perimeter of each new home. Such landscaping shall be comprised of drought tolerant and adaptive species as identified by the Texas AgriLife Extension Services as being a Medium or less Water User, designated as a "Texas Superstar" or otherwise designated as regionally appropriate, or from the list of suggested landscape materials available at www.clwsc.com. Plants must screen most of exposed foundations. All new landscaping turf installed or planted must be one of the following: Common Bermuda, Hybrid Bermuda, Emerald Zoysia, El Toro Zoysia, Jamur Zoysia, Floratam St. Augustine, Raleigh St. Augustine, Stampeded Buffalo, or 609 Buffalo.

No more than two thousand five hundred (2,500) square feet of any lot, regardless of size or use, will be irrigated using irrigation systems that use potable water supplied by Canyon Lake Water Supply Corporation, and all such irrigation will comply with the following standards: no spray irrigation in medians, verges or drainage ditches, Smart Water controllers with rain shut-off sensors will be installed at homes; flower beds, planters and trees will be irrigated with a drip irrigation system; sprinkler heads will not be installed within ten (10) feet of a sidewalk, road, driveway or other impervious surface; only high efficiency spray nozzles and WaterSense labeled sprinkler bodies will be used on the Property. Notwithstanding, drip and efficient irrigation systems, as defined by Canyon Lake Water supply, are not limited to two thousand five hundred (2,500) square feet of lot.

After construction has begun, as well as after completion of the dwelling, each Lot Owner shall keep all shrubs, trees, grass and plantings of every kind cultivated, pruned, mowed, watered and free of trash or other unsightly material. The front yard up to the front property line, and the side yards, and no less than twenty-five feet behind the main dwelling shall be planted, landscaped and maintained at all times after completion of the Dwelling. Landscaping plans and specifications shall be submitted to the Committee for approval at least thirty days prior to the completion of the main dwelling.

3.24 Composite Building Site and Re-subdivision of Lot. Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side set-back lines along the

common lot lines shall be eliminated and said set-back lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such Composite Building Site must have a front building set-back line of not less than the minimum front building set-back line of all Lots in the same unit. Unless an amendment to plat or replat of the Lot has been filed in the Official Public Records of Comal County, Texas, such composite Building Site will not be considered composite for purposes of the voting set forth in Article IV or the Maintenance Charge set forth in Article VI hereof, but such voting rights and Maintenance Charge shall be paid based on the original number of lots. If an amendment to Plat or replat of the composite lot has been filed with the Official Public Records of Comal County, the amended/replatted lot will be considered one lot for all purposes. Public utility and drainage easements are exempt from this provision and each Lot Owner is required to obtain any needed releases from public utility companies. Except by the Developer who may re-subdivide Lots, no lot shall be re-subdivided without the prior written consent of the Association.

3.25 Hunting. No hunting is allowed in the subdivision except that the Developer and/or the Property Owners Association by conducting controlled hunts to remove nuisance or dangerous animals (as defined solely by the Developer and/or Association) or animals that are injured, hurt, or otherwise pose a danger.

3.26 Front Gate/Gate Code. The Board shall establish gate hours. All gate codes should be kept confidential and not given to third parties not directly associated with a Lot Owner. If a Lot is listed with a broker, realtor, or agent (collectively "Agent"), an Agent must accompany the potential buyers/lessees on the Lot at all times and shall not release any Gate Code to such potential buyer/lessee.

3.26 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants of other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unforceable 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 Lot 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 Lot, agrees to hold Declarant harmless therefrom.

3.27 Finished Floor Elevations. Finished Floor Elevations must be a minimum of twenty-four inches above the finished adjacent Grade and no less than one foot higher than the computed water surface elevation for the 100 year ultimate development flood.

3.28 Skylights/ Solar Panels and Rain Barrels. Skylights, if any, shall be tinted bronze or gray and shall not be visible from the front lot line of the Lot on which such skylight is located. Solar panels, if any, must be placed on the roof of the Dwelling or in a fenced yard or patio owned and maintained by the Owner and shall not be visible from the front lot line of the Lot. All water storage must be in conformity with the rules set forth the by Architectural Control Committee in the design guidelines. If the Architectural Control Committee, in its sole discretion, determines that the skylights or solar panels will detract from the overall ambiance of the Property, even if such skylights or solar panels meet the requirements set forth herein, the Architectural Control Committee shall not approve the use of such skylights or solar panels. Nothing in this paragraph shall prohibit the uses of solar panels as set forth in Chapter 202.010 of the Texas Property Code or otherwise contradict the Texas

Property Code.

3.29 Erosion Control. The Texas Commission on Environmental Quality (TCEQ) requires the Developer to obtain a permit while constructing roads, installing utilities and performing construction activities. This permit authorizes Developer to discharge "*storm water associated with construction activity*". The TCEQ permit requires specific pollution prevention and control measures and reporting activities. Among the conditions and requirements of this permit, the Developer must prepare and implement a Storm Water Pollution Plan (SWP3) that is tailored to the Developer's construction activity. Additionally, the control measures must be inspected every 14 days and after every rainfall event greater than 0.5 inches.

As defined in the TCEQ regulations, "*storm water associated with construction activity*" includes storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

The Developer's general permit covers every Lot in the Subdivision for each section under construction. However, when title to a Lot is conveyed to a purchaser, that lot is no longer under the Developer's general permit. Therefore, the individual Lot Owner, prior to starting any construction activity that includes any type of earth disturbing activity, must apply or cause his Builder to apply for a TCEQ permit to discharge storm water and develop a SWP3 that is tailored to the construction site. Typically, the SWP3 includes control measures such as rock, berms and silt fences that trap sediments and keep them from leaving the construction site. Additionally, the control measures must be inspected every 14 days and after every rainfall event greater than 0.5 inches. After construction is complete, the permit must stay in effect until the site is stabilized or until 70% of the native background vegetative cover is established. At that point, the permit should be terminated. If the Lot Owner hires a building contractor, that contractor should apply for the TCEQ permit, prepare the SWP3, supervise the implementation of the SWP3, perform the inspections and terminate the permit when the site is stabilized. However, if the Lot Owners performs the general contracting duties himself, he would be the "operator" and would be responsible for these requirements.

3.30 Screening Outside Laundry Areas, air conditioning units, all pool equipment and other outdoor maintenance and service facility, etc. No outside facilities for hanging, drying or rinsing clothing or household fabrics, shall be allowed. All air conditioning units, trash cans and pool equipment shall be screened from view by use of a masonry wall built using a color matching the dwelling. No lumber, grass, plant, waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures which are approved by the Committee.

3.31 Septic System. No Main Dwelling and/or guest/servants house shall be occupied until a class I aerobic septic system has been installed. Such system shall be maintained in accordance with all applicable state, county and municipal statutes, regulations, and ordinances.

3.32 Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant)

upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of reasonable noise, dust, presence of vehicles or construction machinery, posting of Architectural Control Committee approved signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Control Committee, provided that such waiver shall be only for the reasonable period of such construction.

All construction must meet the construction standards set forth in the Design Guidelines established by the Committee.

3.33 Water Service. On the Effective Date of these Restrictions, the Property is serviced by Canyon Lake Water Supply Corporation. Developer shall extend the Water Lines along the roadways. The Lot Owner is responsible for the installation of the water meter and the extension of the water lines to the improvements. Lots may require a pressure reducing valve or other mechanism to make the water system suitable for that Lot. It is the responsibility of the Lot Owner to determine the requirements for each individual improvement and add the necessary mechanism.

DEVELOPER DOES NOT MAKE ANY GUARANTEES, WARRANTIES, OR REPRESENTATIONS OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE QUALITY OF CONSTRUCTION OR MATERIALS USED AND/OR THE ABILITY OF ANY BUILDER.

3.34 Compliance with Provisions of these Declarations. Each Owner shall comply strictly with the provisions of the Declarations as the same may be amended from time to time. **Failure to comply with any of Declarations shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages, injunctive relief, fines, or any other right granted to the Board or an aggrieved Owner in these Declarations, at common law or in equity.**

ARTICLE IV
USE RESTRICTIONS

4.1 General. Except as otherwise provided below, the Subdivision shall be improved and used solely for single family residential use, utility use, or for Common Areas. Common Areas may, subject to the approval of Declarant, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific area, Declarant may, in its sole and absolute discretion, permit other improvements and uses.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the Architectural Control Committee. Minimum yard and setback requirements may be established in excess of those shown on the plat by the Architectural Control Committee or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Common Areas. No land with any Common Areas shall be improved, used, or occupied,

except in such a manner as shall have been approved by the Board, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. Access to any Common Areas may be limited to persons currently paying Assessment fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as the Board may determine, in its sole discretion. Notwithstanding, the Developer shall have use of the Common Areas at all times.

ARTICLE V
PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

All of the Lots in the Subdivision except utility lots, common areas and other similar areas, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following:

5.1 Organization. The Declarant has caused or shall cause the formation and incorporation of the Association as a nonprofit corporation under the laws of the State of Texas. The Association shall be created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by provision therefor in Supplement Declaration(s) executed and recorded by Declarant or any person or persons authorized by Declarant, of Sub-associations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, including but not limited to the Developer but excluding any utility company, shall be a Member of the Association. The foregoing is not intended to include a person or entity holding an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. Any Mortgagee or Lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure shall be a Member of the Association. It is understood that the Development may be developed in phases or sections, and upon the completion of development of each individual section or phase by Declarant, such completed section or phase or any part thereof shall, at the option and election of Declarant, be incorporated within the scheme of the Declarations and become bound hereby and a part hereof or may be restricted under separate Declarations but still be a part of the Association.

5.3 Voting Rights. The Association shall have one class of voting memberships. Each Lot shall have one vote regardless of the number of owners of the Lot or members of the Association, even if such lot is exempt from paying dues hereunder. If two (2) or more Lots are combined into one (1) Lot, but the Lot Owner is still paying dues on all Lots (including partial dues) the resulting Lot shall have one vote for each full assessment and one vote for each partial assessment that is being paid.

5.4 Powers and Authorities of the Association. The Association shall have the powers of the Texas Nonprofit Corporation, subject only to such limitations upon the exercise of such power(s) as are expressly set forth in this Declaration. It shall further have the power to do and perform any and

all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas. The Association acting through its Board, shall have the power and authority at all time as follows:

(A) Paradise on the Guadalupe Rules and Company Agreement. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Paradise on the Guadalupe Rules and Regulations not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

(B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board are reasonably necessary or appropriate to carry out the Association functions.

(C) Records. To keep books and records of the Association's affairs.

(D) Assessments. To levy assessments as provided in Article VII below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.

(E) Right of entry and Enforcement. To enter at any time in an emergency (or in the case of non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, Contractor or Subcontractor, upon any Lot and into any Improvement thereon, excluding a completed, occupied dwelling, for the purpose of enforcing Paradise on the Guadalupe Restrictions or for the purpose of maintaining or repairing any area, landscaping, Improvement or other facility to conform to Paradise on the Guadalupe Restrictions. The expenses Incurred by the Association in connection with such entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be due no later than the first day of the following month, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of Paradise on the Guadalupe Restrictions. The Association is also authorized to settle claims, enforce liens, file suit to recover damages, fees and costs, request injunctive relief and take any action as it may deem necessary or expedient to enforce Paradise on the Guadalupe Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.

The Association is hereby granted a perpetual easement to enter Lots for the purposes set forth above and shall in no event be liable for a trespass action or any damages, losses or expenses caused by such entry.

(F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(G) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages

out of, in, on, over, or under any Common Areas for the purpose of constructing, erecting, operating, repairing or maintaining the following:

(1) Parks, open spaces, parkways or other recreational facilities or structures;

(2) Roads, streets, walks, driveways, trails and paths;

(3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines;

(5) Drainage easements; and/or

(6) Any similar public, quasi-public or private improvements or facilities; provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Area without the consent of at least sixty-seven (67%) of the Owners (excluding Declarant).

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

(H) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

(I) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utility services for all Common Areas and to maintain and repair all easements, roads, parks, median strips and other areas in the Property not otherwise dedicated and/or accepted by a governmental entity..

(J) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Certificate of Formation or Bylaws of the Association.

(K) Construction on Association Property. To construct new Improvements or additions to Common Areas as provided in this Declaration.

(L) Contracts. To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or any Person.

(M) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise and to own and operate any and all types of facilities for both active and passive recreation.

(N) Fines. To levy fines in order to enforce compliance with Paradise on the Guadalupe Restrictions.

(O) Audit. To audit on an annual basis any inground irrigation systems in open spaces and return such audit to Canyon Lake Water Supply Company by email no later than May 31st each year in compliance with any requirements of Canyon Lake Water Supply Company.

5.5 Maintenance and Landscape Authority. The Association shall maintain and repair easements, entrances, gates, roads, roadways, rights-of-way, parks, parkways, swimming pools, landscaped median or median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate, and all streets and roadways within the Property, which are owned by the Association or have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape all easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. During the Development Period, the Association, shall maintain all Common Areas dedicated to the Association and not maintained by Developer. The Association shall also maintain any landscaped medians and boulevard areas, not fronting lots, located in any public right-of-way.

5.6 Lighting. The Association shall pay for any electrical service and for all other costs and expenses necessary to operate and maintain the lighting whether within street right-of-ways, or on Common Areas.

5.7 Common Areas. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

(A) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other Common Areas, real and personal, conveyed or leased to the Association by the Declarant and to maintain in good repair and condition all lands improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.

(B) To construct, maintain, repair and replace landscape improvements and irrigation systems which lie within public rights-of-way, pursuant to any agreement with Comal County or other appropriate governmental authority.

(C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and

assessments.

(D) Upon the approval of two-thirds (2/3rds) of the Owners, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association. Additionally, the Association may accept lands in Common Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether Declarant or the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the members of the Association, as the case may be, but subject to the limitations imposed by this Declaration.

(E) To take out and maintain a current policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Area, as well as casualty coverage on all real and personal property owned by the Association, and in such amounts as determined by the Board, if the Board shall deem the same appropriate.

(F) To make any rules or regulations it deems necessary for such Common Areas.

5.8 Indemnification. The Association shall defend and indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceedings by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

5.9 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant or which would be detrimental to the sale of Lots within the Property.

ARTICLE VI
ARCHITECTURAL CONTROL COMMITTEE

All of the Lots in the Subdivision except utility lots, common areas and other similar areas, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following:

6.1 Approval of Plans and Specifications. All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or professional designer unless otherwise approved by the Committee. All fill brought onto the Lot must be approved by the Committee prior to placing on Lot. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, no site or dirt work shall be commenced, and no exterior addition to or change or alteration shall be made until the Plans and Specifications therefor shall have been submitted to and approved by the Architectural Control Committee. Construction of any structure approved by the Committee shall be commenced within six months of such approval or the approval shall be null and void and of no further effect and such plans and specifications must then be resubmitted for approval.

6.2 Membership of Architectural Control Committee. The Architectural Control Committee shall consist of not less than three nor more than five voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the voting members of the Committee deem appropriate. The members of the Architectural Control Committee are not required to be Lot Owners or Members of the Association.

6.3 Actions of the Architectural Control Committee. The Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Control Committee. In the absence of such designation, the vote of a majority of all the members of the Architectural Control Committee taken without a meeting, shall constitute an act of the Architectural Control Committee.

6.4 Term. The Declarant shall appoint the initial members of the Architectural Control Committee. Such members shall serve until the termination of the Development Period or until Developer delegates its rights by execution of a written document filed with the records of the Association. If any member resigns during the Development Period, the Declarant shall appoint its replacement. Such members are not required to be a Lot Owner. The Architectural Control Committee will act solely in the Declarant's interest and will owe no duty to any other Owner or the Association until the earlier of the termination of the Development Period or the Declarant delegates its rights, in writing, to the Members.

6.5 Adoption of Rules. The Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable. The Architectural Control Committee shall adopt Design Guidelines which shall be incorporated herein for all purposes.

6.6 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Control Committee is required, it shall consider all of

the Plans and Specifications for the Improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Lot or any portion thereof, the Plans and Specifications therefor shall be submitted to the Architectural Control Committee along with a review fee established by the Architectural Control Committee but not to exceed $500.00, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. The Architectural Control Committee may postpone review of the Plans and Specifications until such time as the Architectural Control Committee has received all information reasonably requested. If the Architectural Control Committee fails to approve or disapprove in writing any plans and specifications within thirty days following the submission or plans, or the receipt of any requested additional information, such plans and specifications shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance of such plans and specifications. The Architectural Control Committee shall perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee's approval of any Plans and Specifications shall not be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. All decisions of the Architectural Control Committee may be appealed to the Board of Directors of the Association. The appeal process shall be established by the Board of Directors but shall be similar to the process set forth in Section 209.006 and 209.007 of the Texas Property Code.

Simultaneously with the submission of any plans and specifications, the Builder or Owner of the Lot shall submit an amount for a construction deposit to the Association. Such amount shall be determined by the Board of Directors and set forth in the Design Guidelines. This deposit shall be to guarantee that the Owner of the Lot, as well as any Contractor or Subcontractor, adheres to the provisions of this Declaration. If the Committee or the Association must remedy a violation, the cost of such remedy shall be charged against these funds. This provision does not limit any other relief to which the Association or Committee is entitled to under this Declaration, at law or in equity or limit the amount of damages for which the Owner is liable. If, upon the completion of the dwelling and all landscaping, the covenants have been complied with, the lesser of one-half of the deposit or any amount not used for remedying a violation shall be returned to the person or entity which deposited the funds. No interest shall accrue on such funds.

6.7 Approved Builder In order to ensure quality construction within the Subdivision, the Owner must submit in writing the name of Owner's proposed builder, together with any other information set forth in the Design Guidelines and/or requested by the Architectural Control Committee, prior to the commencement of any construction. All builders must be Approved Builders and may be approved on a Lot by Lot basis. The Architectural Control Committee will have full discretion on which builders are Approve Builders and/or Featured Builders. By giving approval, the Architectural Control Committee makes no guaranties or representations of the performance of the Approved Builder or Featured Builder

Any builder (which term includes but is not limited to laborers, mechanics, artisans, subcontractors or suppliers) which repeatedly violates the Restrictions and requirements of the Declaration or

Design Guidelines, or has complaints about noncompliance with other subdivision restrictions, rules or design guidelines, or receives complaints from Lot Owners may be barred, at the Architectural Control Committee's sole discretion, from building in the Subdivision.

6.8 Variances. The Committee and/or the Developer (prior to the termination of the Development Period) may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) the Restrictions or (ii) minimum acceptable construction standards, regulations and Design Guidelines as promulgated from time to time by the Developer or the Committee. Notwithstanding, after the termination of the Development Period, both the Developer and the Committee shall have the right to grant a variance from the Building set-back line restrictions. Either party may grant this variance as it determines, in its sole discretion is needed, without the consent of the other. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of these Restrictions for any purpose except as to the particular Lot and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned.

6.9 No Waiver of Future Approvals. The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.10 Work in Progress. The Architectural Control Committee, at its option, may, but shall not be required to, inspect all work in progress to ensure compliance with approved Plans and Specifications. For this purpose, the Committee shall have a nonexclusive easement for ingress and egress across each Lot.

6.11 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Control Committee and upon written request by the Owner of the Lot, the Architectural Control Committee shall issue a "Certificate of Compliance With Approved Plans and Specifications" in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Control Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Control Committee of the actual consideration of the Improvements or of the workmanship or material thereof.

The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Control Committee of the construction workmanship, material and or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Lot.

6.12 Non-Liability of Committee Members. NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL CONTROL COMMITTEE, NOR ANY MEMBER WILL BE LIABLE TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS DECLARATION.

ARTICLE VII
FUNDS AND ASSESSMENTS

All of the Lots in the Subdivision except utility lots, common areas and other similar areas, shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following:

7.1 Assessments.

(A) Developer shall not be required to pay an Assessment on any Lot owned by Developer. All other Assessments established hereunder or by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. Lots which have been re-platted to create a larger lot shall continue to pay assessments at a rate equal to one assessment for the first Lot plus one-half assessment amount for each additional Lot or portion of Lots combined. Any Lot Owner owning more than three (3) lots shall only be required to pay assessments on three (3) lots. The Developer shall determine the assessments against each lot until the Control Transfer Date.

(B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Developer, until the Control Transfer Date, and the Association thereafter, may enforce payment of such assessments in accordance with the provisions of this Article.

(C) Where the obligation to pay an Assessment first arises after either the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

7.2 Maintenance Fund. The Developer shall initially establish, and the Board shall after the Control Transfer Date continue, a maintenance fund into which shall be deposited all monies paid the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment or other maintenance funds by a Sub-association pursuant to any Supplement Declaration.

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year after the Control Transfer Date, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under Paradise on the Guadalupe Restrictions, including but not limited to, the cost of all maintenance, the cost of enforcing Paradise on the Guadalupe Restrictions,

and a reasonable provision for contingencies and appropriate replacement reserves. Assessments sufficient to pay such estimated net expenses and the level of Assessment set by the Board shall be final and binding so long as it is made in good faith. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal quarterly installments on or before the first day of each quarter, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular Assessment per Lot for the year 2021 exceed the sum of $900.00 per year.

7.4 Special Assessments. In addition to the Regular Annual Assessment, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots and may be enforced in the same manner as the Regular Annual Assessment.

7.5 Owner's Personal Obligation for Payment of Assessments. The regular Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments by nonuse of the Common Areas or sale of his Lot. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of twelve percent (12.0%) per annum, or the highest amount allowed by law, whichever is lower, together with all costs, and expenses of collection, including reasonable attorney's fees.

7.6 Creation of Lien and Personal Obligation. In order to secure the payment of the assessments, fees and other charges hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on, either judicially or non-judicially, in compliance with the applicable law, such as Section 51 of the Texas Property Code (and any successor statute) and Section 209 of the Texas Property Code and each such owner hereby expressly grants the Association a power of sale in connection with such statute. The Association shall, whenever it proceeds with foreclosure pursuant to the provisions 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 and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Comal County, Texas. In the event that the Association has determined to foreclose the lien pursuant to the provisions of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended and shall convey such Lot to the highest bidder for cash by Deed. 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. Subject to Section 51 and 209 of the Texas Property Code, following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a

writ of restitution thereunder. In the event of non-payment by any Owner of any assessment, fee or other charge levied hereunder, the Association may, in addition to foreclosing the lien and exercising the remedies provided, upon ten (10) days prior written notice to such non-paying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 7.6 to comply with the provisions of Section 51 and 209 of the Texas Property Code and Rules 735 and 736 of the Texas Rules of Civil Procedure relating to non-judicial foreclosure sales by power of sale and, in the event of the amendment of Sections 51, or 209 of the Texas Property code, or Rules 735 or 736 of the Texas Rules of Civil Procedures hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration file in the Real Property Records of Comal County, Texas, amend the provisions hereof so as to comply with said amendments to said Sections.

7.7 Notice of Lien. In addition to the right of the Association to enforce the assessments, fees or other charge levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have accrued thereon, (d) the legal description and street address of the Lot against which the lien is claimed and (e) 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 hereby and all subsequently accruing amounts are fully paid or otherwise satisfied. 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 of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

7.8 Liens Subordinate to Mortgages. The lien described in this Article VII shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof, including home equity loans. Each such Mortgagee of a Mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or Mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid assessments, fees or other charges against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder from liability for any assessments, fees or other charges thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for assessments, fees or other charges. The Association shall make a good faith effort to give each such Mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of lien described herein, which notice shall be sent the nearest office of such Mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent assessments, fees or other charges 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 Article VII.

ARTICLE VIII
EASEMENTS

8.1 Reserved Easements. All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other person or entity, to grant, dedicate, reserve otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of Person, along and on either or both sides of any Lot line, which said easement shall have a maximum width of 10.0 feet on each side of such Lot line.

8.2 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement area affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the Architectural Control Committee. Additionally, it shall be expressly permissible for the utility companies and other entities supplying service to trim overhanging trees and shrubs which are located on portions of the Property abutting such easements in the event it shall be determined that such overhanging limbs and shrubs shall interfere with the maintenance of the utilities.

8.3 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Control Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the Architectural Control Committee.

8.4 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement shall be liable to any owner or to the Association for any damage done by them or either of them or their respective agents,

employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.5 Title to Easement and Appurtenances Not Covered. Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Common Area or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines, poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved by Declarant.

8.6 Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Areas which shall be appurtenant to and shall with title to such Owner's Lot, subject to the following restrictions:

(A) The right of the Association to suspend the Owner's voting rights and right to use the Common Areas for any period, during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;

(B) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;

(C) The right of the Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to Mortgage the Common Areas, all in accordance with the Certificate of Formation and Bylaws;

(D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon, including but not limited to the number of guests allowed; and

(E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

8.7 Road Easement. The roads within Paradise on the Guadalupe have been or will be conveyed to the Association for use as a road. Each Lot Owner is hereby granted a nonexclusive easement for vehicular or pedestrian ingress and egress to and from their Lot(s), any public right-of-way and all Common Areas over and across said roads. The Association shall, at all times, allow Lot Owners access over such easements, regardless of whether such Lot Owner is current with his dues or in compliance with these restrictions. Except as specifically set forth herein, no improvement shall be constructed on or over such easement by any Lot Owner and no action shall be taken by any Lot Owner on or over this easement which would prevent other Lot Owners to have access to their individual properties. The Association shall be responsible for the maintenance of such road. Developer reserves the right to grant easements over the roads to third parties who are not Owners

within the Property.

8.8 Drainage Easement. The easements located on the plat as drainage easements shall be maintained by the Lot Owner but may be accessed by the Association or the City of Bulverde . The Lot owner shall not fence this area or place any other obstructions within such area that would prevent drainage along this area for the benefit of the subdivision.

8.9 Access Easement. Access easements are located within the private roads for the purpose of providing public safety services, policy, fire and medical services, utility meter reading and other similar services as more fully set forth on the plat. These access easements are for the benefit of the City of Bulverde and any other public or private entity providing emergency or other public services within the County of Comal

8.10 Easements to Serve Additional Land. The Declarant hereby reserves for itself and its duly authorized agents, representatives and employees, successors, assigns, licensees and mortgagees, an easement over the roadways within the Subdivision and/or the Property and any other roadways or access easements and Common Areas for the purposes of enjoyment, use, access, and development of Additional Land, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of the roads, for the posting of signs and for connecting and installing utilities serving the Additional Land. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Areas as a result of vehicular traffic connected with development of Additional Land. Declarant reserves the right to convey this non-exclusive easement to any current or successive owner or owners of any part of the Additional Lands.

8.11 Oak Wilt. All Owners are advised to secure from the Texas Forest Service, the Texas Extension Forester at Texas A & M University or its local county agent information on oak wilt and other diseases which may infect their trees and possibly spread to trees on other Lots. Each Owner is responsible for taking such actions as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always spreads from a diseased tree to its neighboring oak trees, each Owner shall properly destroy all infected oak trees, avoid unnecessary pruning, and shall immediately apply dressing to all wounds on all oak trees. If oak wilt is detected, a minimum of 100 feet of the area surrounding the infected oak tree shall be trenched at least three feet (3') deep so as to prevent the oak wilt from spreading through connecting roots. Oak trees are most susceptible to oak wilt from February 1 to June 1. As a precaution, Owners should (i) avoid using firewood from infected oak trees, (ii) dispose of unused oak firewood after one heating season, and (iii) cut firewood only in the summer. Owners should use fungicide propiconazale to treat uninfected oaks when first informed of oak wilt being present on nearby trees. The foregoing information regarding oak wilt is provided to alert Owners and neither Declarant nor the Association shall be liable to any Owner in connection with the existence of spread of oak wilt on any Lot.

8.12 CZP. Each Owner is required to abide by and comply with all the terms of that certain Contributing Zone Plan ("CZP") recorded in the Official Public Records of Comal County, Texas. A copy of the CZP may be obtained from Declarant. OWNERS ARE ALERTED THAT THE CZP CONTAINS RESTRICTIONS APPLICABLE TO THEIR LOTS.

8.13 Geological Features: Caves and Sinkholes. Natural caves, sinkholes and/or other geological features may exist on some of the Lots in the Property. Each prospective Owners should personally inspect the Lot in which he is interested and/or seek the advice of a professional engineer and/or geologist to assure himself of the location of any such caves, sinkholes and/or other geological features which may be located thereon.

ARTICLE IX
MISCELLANEOUS

9.1 Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall run until June 1, 2041, unless amended as herein provided. After June 1, 2041, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by no less than 66 2/3 of the Lots within the Property then subject to this Declaration.

9.2 Nonliability of Board and Architectural Control Committee Members. Neither the Architectural Control Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any connected with the performance of the Architectural Control Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Control Committee or its members or the Board or its members, as the case may be. Neither the Architectural Control Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

(A) By Declarant. This Declaration or any Supplemental Declaration may be amended by the Declarant acting alone until June 1, 2031, or until termination of the Development Period, whichever occurs first, by Declarant filing such Amendment in the Official Public Records of Comal County, Texas. No amendments by Declarant after August 1, 2031, shall be effective until there has been recorded in the Official Public Records of Comal County, Texas, an instrument approved and executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that the Declarant had the requisite number of votes to amend the Restrictions. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.

(B) By Owners. In addition to the method in Section 9.3(A), after August 1, 2031 or after the termination of the Development Period whichever occurs first, or at any other time with the consent of the Developer this Declaration may be amended by the recording in the Official Public Records of Comal County, Texas, an instrument approved, executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by at least sixty-six and two thirds percent (66 2/3%)of Lots in the Property (i.e. in all phases developed or to be developed). There shall be one vote per lot, regardless of the number of Owners of such Lot. Notwithstanding anything herein, the Design Guidelines may be amended as set forth in said Design Guidelines.

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

9.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Architectural Control Committee or the Association. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities to construct any and all other types of improvements anywhere within the Property, however, the construction of sales and leasing offices and the posting of signs advertising the sale and leasing of Lots by Declarant shall be limited to Lots owned by the Declarant.

9.7 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

9.8 Enforcement and Nonwaiver.

(A) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, Declarant and/or the Board shall have the right to enforce all of the provisions of the Paradise on the Guadalupe Restrictions.

(B) Nonwaiver. The failure to enforce any provision of the Paradise on the Guadalupe Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

(C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.9 Construction.

(A) Restrictions Severable. The provisions of Paradise on the Guadalupe Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

(B) Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(C) Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

These Restrictions may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

This Declaration may be executed in multiple counterparts.

[The remainder of this page is intentionally left blank. Signature Page follows.]

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EXECUTED on the date of acknowledgement to be EFFECTIVE as of the 10th day of August, 2021.

PARADISE I ON THE GUADALUPE, LLC
A Delaware Limited Liability Company

By: _____
JOHN LYON, President

COUNTY OF Bexar §

This instrument was acknowledged before me on the 10th day of August, 2021, by JOHN LYON, PRESIDENT of Paradise I on the Guadalupe, LLC, in the capacity therein stated.

KIMBERLY D. ROOD
Notary Public, State of Texas
My Comm. Exp. 09-21-2022
ID No. 13173250-7

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas, 78131-2643

PREPARED IN THE LAW OFFICE OF:
Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/12/2021 12:42:35 PM
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Bobbie Koepp

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FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARADISE ON THE GUADALUPE, UNIT 1
COMAL COUNTY, TEXAS

WHEREAS, PARADISE I ON THE GUADALUPE, LLC, a Delaware limited liability company authorized to do business in Texas, purchased and developed the subdivision now known as PARADISE ON THE GUADALUPE, UNIT 1 ("Developer"); and,

WHEREAS, the plat of PARADISE ON THE GUADALUPE, UNIT 1 is recorded under Clerk's Document No. 202106042687 in the Official Public Records of Comal County, Texas, (collectively the "Plat"); and,

WHEREAS, Developer imposed certain restrictive covenants and conditions upon PARADISE ON THE GUADALUPE, UNIT 1, which covenants and conditions are recorded under Clerk's Document No. 202106042711 in the Official Public Records of Comal County, Texas (collectively the "Restrictions"); and,

WHEREAS, Developer reserved unto itself, in Section 9.3(A) of the Restrictions, the right to amend said Restrictions until June 1, 2031, or until the termination of the Development Period, whichever occurs first; and,

WHEREAS, the Development Period has not terminated; and,

WHEREAS, Developer desires to amend Sections 1.11; 3.1; 3.2; 3.6(d); 3.15; 3.22; 3.23; 6.6; 6.7; 7.1(A); 8.8; and 8.9 of the Restrictions,

NOW THEREFORE, premises considered, Developer does hereby amend the Declaration as follows:

A. Section 1.11, of the Restrictions is hereby amended to read as follows:

1.11 Development Period. The "Development Period", also referred to as the "Control Transfer Date", is the period of time beginning on the date when the Declaration has been recorded and ending six months after the date that the Declarant no longer owns any portion of the Property, unless earlier terminated by a recorded written instrument executed by the Declarant. The Development Period is the period in which the Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

B. Section 3.1, of the Restrictions is hereby amended to read as follows:

The first paragraph of Section 3.1 of the Restrictions is hereby amended to read as follows:

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3.1 Single Family Residential Construction. Except for Common Areas or as otherwise set forth herein, all Lots shall be used solely for single family residential purposes. One single-family Main Dwelling unit ("Main Dwelling") and no more than one guest dwelling and one detached garage which may also contain living quarters may be constructed on each Lot. (The Main Dwelling and the guest dwellings shall be collectively referred to as "Dwelling(s)"). The guest dwelling and detached garage must be built after or during the construction of the Main Dwelling. All Main Dwellings must have at least a two (2) car garage. The garage door openings must face the side or rear Lot line unless such garage door is set back no less than eighty feet (80') from the front Lot line, in which case it may face the road. No carports are allowed. All Main Dwellings must have at least two thousand six hundred (2,600) square feet of living area for one story homes, and three thousand two hundred (3,200) square feet of living area for two story homes, with at least two thousand six hundred (2,600) square feet on the ground floor and must be built of new construction material. The guest dwelling and living spaces in detached garages must have at least nine hundred (900) square feet of living area, must be one story and must be built of new construction material. Living area does not include porches, breezeways, or garages. If a Lot also has a pool, a pool house or cabana ("Cabana") is allowed so long as it is constructed of new materials, constructed with or after the Main Dwelling, matches or complements the exterior of the Main Dwelling and contains no more than 600 square feet. Greenhouses are allowed so long as they are located behind the Main Dwelling and are no larger than 1200 square feet. The foundation of the Dwelling(s) can be concrete slab, or a combination of concrete slab and piers. All piers must be constructed of concrete and rebar with no more than three (3) feet of any concrete slab left exposed or unfinished. The Main Dwelling(s) must not exceed 29 feet in height, at its highest point, measured from the highest elevation of the untouched soil under the footprint of the dwelling to the top ridge of the roofline. There is no restriction time period in which a Dwelling, other improvement must be started, but once said Dwelling or improvements are commenced, they shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date. Commencement of building is defined as the setting of forms for the foundation of the Main Dwelling(s), garage or Cabana. For all other improvements it is as determined by the Architectural Control Committee. All detached garages and guest dwellings shall be of the same general construction, architectural design and exterior finish as the Main Dwelling, and located on the Lot according to the Committee approved building site plan. Guest dwellings, detached garages and Cabanas shall not exceed sixteen (16) feet in height from the highest elevation of untouched soil under the footprint of the building to the top ridge of the roofline. Any other Outbuilding must be approved by the Architectural Control Committee and meet the requirements set forth in the design Guidelines. Each Tract will be limited to no more than Two (2) Outbuildings on the entire Lot. All improvements must be approved in writing by the Architectural Control Committee, prior to being erected, altered or placed on the Property.

C. Section 3.2 is hereby amended to read as follows:

3.2 Location of Improvements upon the Tract. All buildings and improvements, except fences and driveways, shall be located as follows:

(a) on Lots 7-16, Unit 1, inclusive: a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line and twenty (20) feet from the rear Property line.

(b) on Lots 1-6, 17-18, 49-59, 70 and 110-111, Unit 1, inclusive: a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line and ten (10) feet from the rear Property line.

(c) on Lots 21-29, 48-56, 62-73, and 83-96, Unit 1, inclusive: a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line and twenty (20) feet from the rear Property line

(d) on Lots 65-77, Unit 1: a minimum of twenty (20) feet from the side Property line, thirty (30) feet from the front Property line and fifty (50) feet from the rear Property line

(e) on all other Lots: a minimum of twenty (20) feet from the side Property line, fifty (50) feet from the front Property line and fifty (50) feet from the rear Property line.

Notwithstanding, as to any Tract, the Architectural Control Committee may waive or alter any set-back line, if the Architectural Control Committee in the exercise of the Architectural Control Committee's sole discretion, such waiver, or alteration is necessary to permit effective utilization of a Tract. Any such waiver or alteration must be in writing and recorded in the Official Public Records of Comal County, Texas.

All driveways must be set back no less than five (5) feet from any Lot line.

Any building located in a flood plain must obtain a flood permit from Comal County prior to the start of construction.

D. Section 3.6(d), of the Restrictions is hereby amended to read as follows:

(d) Board and batten may be used so long as it comprises no more than forty percent (40%) of any exterior elevation.

E. Section 3.15, of the Restrictions is hereby amended to read as follows:

The last paragraph of Section 3.15 of the Restrictions is hereby amended to read as follows:

A Lot Owner may have natural gas or propane but any tank must be no less than twenty-five (25) feet from any property line and buried underground.

F. Section 3.22, of the Restrictions is hereby amended to read as follows:

Prior to constructing any driveway, Owners must submit an application with the Architectural Control Committee and must comply with the rules established for such roads by the Architectural Control Committee. Applications will be available upon request. Temporary, caliche roads shall not be allowed. All driveways are required to have no less than ten (10) feet of stamped and dyed concrete or stone over any culvert portion of the driveway and all driveways must be designed by a professional engineer and include such engineer's seal.

Lots 1-18, Unit 1, may be accessed directly from Demi John Bend Bend Road so long as such Lot has a County approved driveway permit. No other Lot shall be accessed directly from Demi John Bend Road or Cordova Bend Road.

G. Section 3.23, of the Restrictions is hereby amended to read as follows:

The last paragraph of Section 3.23 of the Restrictions is hereby amended to read as follows:

After construction has begun, as well as after completion of the dwelling, each Lot Owner shall keep all shrubs, trees, grass and plantings of every kind cultivated, pruned, mowed, watered and free of trash or other unsightly material. The front yard up to the front property line, and the side yards, and no less than twenty-five feet behind the main dwelling shall be planted, landscaped and maintained at all times after completion of the Dwelling. Landscaping plans and specifications shall be submitted to the Architectural Control Committee for approval at least thirty days prior to the completion of the main dwelling.

H. Section 6.6, of the Restrictions is hereby amended to read as follows:

The last paragraph of Section 6.6 of the Restrictions is hereby amended to read as follows:

Simultaneously with the submission of any plans and specifications, the Builder or Owner of the Lot shall submit an amount for a construction deposit to the Association. Such amount shall be determined by the Board of Directors and set forth in the Design Guidelines. This deposit shall be to guarantee that the Owner of the Lot, as well as any Contractor or Subcontractor, adheres to the provisions of this Declaration. If the Committee or the Association must remedy a violation, the cost of such remedy shall be charged against these funds. This provision does not limit any other relief to which the Association or Committee is entitled to under this Declaration, at law or in equity or limit the amount of damages for which the Owner is liable. If, upon the completion of the dwelling and all landscaping, the covenants have been complied with, the deposit less any amount used for remedying a violation shall be returned to the person or entity which deposited the funds. No interest shall accrue on such funds.

I. Section 6.7, of the Restrictions is hereby amended to read as follows:

6.7 <u>Approved Builder.</u> In order to ensure quality construction within the Subdivision, the Owner must submit in writing the name of Owner's proposed builder, together with any other information set forth in the Design Guidelines and/or requested by the Architectural Control Committee, prior to the commencement of any construction. All builders must be Approved Builders and may be approved on a Lot by Lot basis. The Architectural Control Committee will have full discretion on which builders are Approved Builders and/or Featured Builders. By giving approval, the Architectural Control Committee makes no guaranties or representations of the performance of the Approved Builder or Featured Builder.

Any builder (which term includes but is not limited to laborers, mechanics, artisans, subcontractors or suppliers) which repeatedly violates the Restrictions and requirements of the Declaration or Design Guidelines, or has complaints about noncompliance with other subdivision

restrictions, rules or design guidelines, or receives complaints from Lot Owners may be barred, at the Architectural Control Committee's sole discretion, from building in the Subdivision.

J. Section 7.1(A), <u>Assessments</u> is hereby amended to read as follows:

(A) Developer shall not be required to pay an Assessment on any Lot owned by Developer. All other Assessments established hereunder or by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property. Two or more Lots or one Lot and a portion of one or more other Lots which have been re-platted to create a larger lot shall pay assessments only on the one replatted Lot. Any Lot Owner owning more than three (3) lots may only be required to pay assessments on three (3) lots. The Developer shall determine the assessments against each lot until the Control Transfer Date.

K. Section 8.8, <u>Drainage Easement</u>, is hereby amended to read as follows:

8.8 <u>Drainage Easement.</u> The easements located on the plat as drainage easements shall be maintained by the Lot Owner but may be accessed by the Association. The Lot owner shall not fence this area or place any other obstructions within such area that would prevent drainage along this area for the benefit of the subdivision.

L. Section 8.9, <u>Access Easement</u>, is hereby amended to read as follows:

8.9 <u>Access Easement.</u> Access easements are located within the private roads for the purpose of providing public safety services, policy, fire and medical services, utility meter reading and other similar services as more fully set forth on the plat. These access easements are for the benefit of the any public or private entity providing emergency or other public services within the County of Comal.

Except as amended herein, the Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand effective the 6th day of June, 2022.

PARADISE I ON THE GUADALUPE, LLC
A Delaware Limited Liability Company

By: _____
JOHN W. LYON, President

UNOFFICIAL

STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on the 6 day of June, 2022, by JOHN W. LYON, PRESIDENT of Paradise I on the Guadalupe, LLC, in the capacity therein stated.

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2022
Notary ID 12474845-2

Sherry Wilson
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

PREPARED IN THE LAW OFFICE OF:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

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Official Public Records
Bobbie Koepp, County Clerk
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Bobbie Koepp

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Maintenance Agreement from Paradise on the Guadalupe Property Owners Association to the Public

THE STATE OF TEXAS *

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL *

This Agreement is entered into on this the 10 day of June by Paradise on the Guadalupe Property Owners Association, the owner of those certain private roads more fully described on the Final Plat of Paradise on the Guadalupe which plat is recorded under Clerk's Document No. 20220602721 8 in the Official Public Records of Comal County, Texas (the "Roads") to comply with Section IV, Subsection (D)(2) OF the Comal County Subdivision Regulations (hereinafter "Regulations").

The Roads are currently owned solely by Paradise on the Guadalupe Property Owners Association and shall be maintained by Paradise on the Guadalupe Property Owners Association. If Paradise on the Guadalupe Property Owners Association allows any adjoining property to use the Roads, Paradise on the Guadalupe Property Owners Association will enter into a maintenance agreement with such adjoining property outlining the shared maintenance responsibility of all parties.

The sole owner of the Roads, Paradise on the Guadalupe Property Owners Association, shall, in accordance with the Declaration of Covenants, conditions and Restrictions, recorded under Clerk's Document No. * in the Official Public Records of Comal County, Texas, assess the lot owners using the roads a fee for maintenance of all common areas. A portion of the assessment shall be used to maintain the Roads and drainage areas substantially in accordance with the projected budget attached hereto as Exhibit A and incorporated herein.

* 2022060 27218

This Plan, and the budget attached hereto, may be amended or restated by a majority vote of the Board of Directors of the Paradise on the Guadalupe Property Owners Association.

EXECUTED this 10 day of June, 2022.

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

By: _____
President

SWORN TO and SUBSCRIBED before me, the undersigned authority, by the said John W. Lyon, President of PARADIES ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION, on this the 10 day of June, 2022, to certify which witness my hand and seal of office.

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2022
Notary ID 12474845-2

Sherry Wilson
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS *
COUNTY OF Comal *

This instrument was acknowledged before me on this the 10 day of June, 2022, by John W. Lyon, President of PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION.

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2022
Notary ID 12474845-2

Sherry Wilson
NOTARY PUBLIC, STATE OF TEXAS

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	Yearly	Entire roadway / 10 years	10% of area / 5 years	Remove/Replace HMAP	Easement Maintenance	
Year	Crack Seal	Single Course Surface Treatment	Base Failure/Repair	2" Mill and Overlay	Debris Removal/Maint.	Balance
1						**$ 60,000.00**
2	$ 7,000.00				$ 10,000.00	$ 103,000.00
3	$ 7,140.00				$ 10,200.00	$ 145,660.00
4	$ 7,290.00				$ 10,410.00	$ 187,960.00
5	$ 7,440.00		$ 32,500.00		$ 10,620.00	$ 197,400.00
6	$ 7,590.00				$ 10,840.00	$ 238,970.00
7	$ 7,750.00				$ 11,060.00	$ 280,160.00
8	$ 7,910.00				$ 11,290.00	$ 320,960.00
9	$ 8,070.00				$ 11,520.00	$ 361,370.00
10		$ 213,000.00	$ 35,920.00		$ 11,760.00	$ 160,690.00
11	$ 4,230.00				$ 12,000.00	$ 204,460.00
12	$ 4,320.00				$ 12,240.00	$ 247,900.00
13	$ 4,410.00				$ 12,490.00	$ 291,000.00
14	$ 4,500.00				$ 12,740.00	$ 333,760.00
15	$ 4,590.00		$ 39,700.00		$ 13,000.00	$ 336,470.00
16	$ 4,690.00				$ 13,260.00	$ 378,520.00
17	$ 4,790.00				$ 13,530.00	$ 420,200.00
18	$ 4,890.00				$ 13,810.00	$ 461,500.00
19	$ 4,990.00				$ 14,090.00	$ 502,420.00
20			$ 43,880.00	$ 426,000.00	$ 14,380.00	$ 78,160.00

Roadway and Easement Contribution
$ 60,000.00

$35000 for roadway
$5000 for easement maintenance

	2% Inflation		2% Inflation	2% Inflation
Totals:	$ 101,600.00	$ 213,000.00	$ 152,000.00	$ 426,000.00	$ 229,240.00

Overall Total:
$ 1,121,840.00

Pavement Area
42600 SY

Curb
1000 LF

Year 1: No repairs/rehab, under warranty from contractor
Year 5, 10, 15, 20: Base failure repairs (8" flex base plus 2" TY D surface course). Estimated to be 10% of overall asphalt roadway
Year 10: Single Course (paving and aggregate) applied to entire asphalt roadway
Year 20: 2" Mill and Overlay of overall asphalt roadway. Base failure repair prior to mill and overlay

Years 1 - 20: Ribbon curb may need to be repaired, but amount would be difficult to determine

*** The costs noted are based on 2018-2019 data and today's $ and shall be considered for inflation (approx. 2%) and future costs

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Paradise on the Guadalupe Unit 2

Build-Out Budget Projection

*Dues $900 per year

$ 900.00 annual

	Build-Out		
Builder Lots Sales	0		
Home Sales (Owners)	86	Total Lots	
Cumulative Home Sales	86	86	
INCOME			
Assessment Income	$ 77,400		
Less: Bad Debt @ 1%	$ -		
Reimbursements	$ -		
Late Fees	$ -		
Miscellaneous	$ -		
Insurance Proceeds	$ -		
Developer Funds Needed	$ -	$ -	
Total Income net DF	$ 77,400		
Funding/Surplus	**$ 4,524.20**		
TOTAL INCOME	$ 77,400		
EXPENSES			
ADMINISTRATIVE			
Accounting (tax return)	$ 350	*Federal & Franchise Tax Returns*	
Annual Audit	$ 500		
Copies	$ 125		
Dues/Licenses/Permits	$ -		
Legal	$ 200		
Management Fees	$ 3,900	Estimate	
Misc. General Expenses	$ 100		
Newsletter	$ -		
Other Prof Svcs	$ -		
Postage/Delivery	$ 241		
Social Events	$ -		
Web Site Hosting	$ -		
Total Administrative	**$ 5,416**		
UTILITIES			
Electric Service	$ 1,500	Estimate-irrigation & pool area	
Propane Gas	$ 500		
Fiber Optic	$ 600	Entry Gate, 911 & pool access system phone lines	
Trash	$ -	In amenity main	
Water & Sewer	$ 1,500	Estimate Park Sewer via Septic	
Total Utilities	**$ 4,100**		
PROPERTY EXPENSES			
Auto Gates/Access Control	$ 500	Entry gate maintenance	
Custodian Services/Supplies	$ 2,000	Park Areas	
Electrical Repairs	$ -		
Equipment & Major Purchases	$ -		
Extermination	$ -		
Fence Maint/Repair			
Irrigation Repair	$ 500		
Keys / Locks Property	$ -		
Landscape Maintenance	$ 12,000	Easement maintenance to be handled by landscaper	
Easement Maintenance	$ 2,000	Cleaning or debris removal from drainage stuctures and easements (Bi-annually @ $2500)	
Landscape Replcmt / Décor	$ -		
Lighting	$ 200		
Maint/Repair-Misc.	$ 400		
Misc. Property Expenses	$ -		
Plumbing Maint/Repair	$ -		
Trail Maintenance	$ 2,000		
Amenity Maintenance	$ 7,000		
Security / Safety / Monitoring	$ -		
Signage	$ 500	*Estimate - Maintenance*	
Road Maintenance	$ -	from cumulative sourced in line 93	
Street/Parking Lot Cleaning	$ -		
Tree Trim/Repl/Maint	$ 1,000		
Total Property Expense	**$ 28,100**		
TAXES & INSURANCE			
Property Insurance- Package	$ 3,000	property & GL	
Property Insurance- Umbrella	$ -		
Property Insurance-Crime	$ 300		
Property Insurance- D&O	$ 800		
Taxes- Property	$ 200		
Taxes- Federal Income	$ -		
Total Tax & Insurance	**$ 4,300**		
TOTAL OPER. EXPENSES	$ 41,916		
NON-OPERATING EXPENSES			
Operating Reserves	$ -		
Reserve Contribution	$ 30,960	$ 30,960	40% of dues rate
(see projected LTCE below)			
Total Reserves	**$ 30,960**		
TOTAL EXP & RESERVES	**$ 72,876**		
NET FUND CHANGE	**$ 35,484**		
Projected Cash Balance	0 35,484		
Reserve Allocation- Cummulative	30,960		

(Projected Cash Balance should be greater than the Reserve Allocation at all times.)

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Bobbie Koepp

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BYLAWS OF
PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

ARTICLE I – DEFINITIONS

1. Association. "Association" shall mean and refer to PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION, a non-profit corporation organized under the laws of Texas, its successors and assigns.

2. Board of Directors. "Board of Directors" shall refer to the board of directors elected by the members of the Association.

3. Common Facilities. "Common Facilities" shall mean the parks, and entrance features of the Subdivision, landscaped areas established by the Developer for use as Common Facilities, and other areas owned by or dedicated to the Association.

4. County Clerk. "County Clerk" shall mean the County Clerk of Comal County, Texas.

5. Declarations and/or Restrictions. "Declaration" and/or "Restrictions" shall mean the Declarations and restrictions filed of record with the County Clerk for the Subdivision.

6. Dedicatory Instrument. "Dedicatory Instrument" shall mean each instrument governing the establishment, maintenance, and operation of the PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION, and includes a declaration or similar instrument subjecting real property to restrictive covenants, certificate of formation, bylaws, or similar instruments governing the administration or operation of a property owners association, to properly adopted rules and regulations of the property owners' association, or to all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, including but not limited to those identified above under "Declaration". Dedicatory Instrument further shall mean the Certificate of Formation, Bylaws, and other rules, regulations, and resolutions filed of record with the County Clerk.

7. Development Period the period set forth and defined in the Restrictions.

8. Directors. "Directors" shall mean and refer to any duly elected or appointed member of the Board of Directors.

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9. Electronic ballot. "Electronic ballot" means a ballot: (a) given by: (1) e-mail; (2) facsimile; or (3) posting on an Internet website; (b) for which the identity of the property owner submitting the ballot can be confirmed; and (c) for which the property owner may receive a receipt of the electronic transmission and receipt of the owner's ballot.

10. Lot. "Lot" shall mean any residential lot in the Subdivision, and identified in the documents filed of record, identified herein, and on record with the County Clerk.

11. Maintenance Charge. "Maintenance Charge" shall mean the periodic charge collected by the Association, (also known as maintenance fee or assessment) for each Lot in the Subdivision for the purpose of maintaining and improving the Subdivision.

12. Maintenance Fund. "Maintenance Fund" shall mean the amounts collected from time to time by the Association, upon payment of assessments by the Owners.

13. Member. "Member" or "Members" shall mean and refer to all those Owners who are members of the Association as provided for in the Restrictions and/or in these Bylaws.

14. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

15. Plats. "Plats" shall mean the plat of the subdivision recorded in the County Clerk's office.

16. Record Date. "Record Date" shall mean the date that the notice of any annual or special meeting is mailed.

17. Regular Assessment. "Regular Assessment" shall mean the annual amount that each owner of property within a residential subdivision is required to pay to the Association, which is designated for use by the Association for the benefit of the property owners of the Subdivision, as provided by the Restrictions.

18. Special Assessment. "Special Assessment" shall mean any fee and/or due, other than a regular assessment, that each Member is required to pay to the Association, as more fully set forth in the Restrictions.

19. Subdivision. "Subdivision" shall mean the PARADISE ON THE GUADALUPE Subdivision in Comal County, Texas

ARTICLE II - Location

1. Principal Office Location. The principal office of the Association shall be located at 755 E. Mulberry Ave., Suite 600, San Antonio, Bexar County, Texas 78212, or at such other address the Board of Directors shall determine.

2. Mailing Address. The mailing address of the Association is 755 E. Mulberry Ave., Suite 600, San Antonio, Bexar County, Texas 78212, or at such other address the Board of Directors shall determine.

ARTICLE III - Membership

1. Membership Qualification. Every person or entity who is an Owner of a Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of obligation shall not be a Member.

2. Membership Rights Dependent on being in Good Standing. Subject to any Texas law to the contrary, the rights of membership are subject to the payment of assessments and special assessments required by the Restrictions and/or as may be levied by the Association. The obligation of payments thereof is imposed against each Owner and becomes a lien upon the property against which such assessments are made as provided in the Restrictions.

3. Suspension of Membership Rights. Except as otherwise provided by Texas law, the membership rights of any person whose interest in the Subdivision is subject to assessments under the Restrictions may be suspended by action of the Board of Directors during the period when the assessments remain unpaid; but, upon payment of such assessments, such member's rights and privileges shall be automatically restored.

4. Voting Rights of Members. Subject to the provisions of Section 209.0059, Texas Property Code as amended, if such Member is not current by the Record Date of any year, then that Member shall not be entitled to vote at the annual meeting of the members and shall be deemed to have his/her rights and privileges automatically suspended until such member has paid all assessments current.

ARTICLE IV - Membership and Voting Rights

1. One Class of Members. The Association shall have one class of voting members as set forth in the Restrictions.

2. Ballots.

(a) Any vote cast in an election or vote by a member of a property owners' association must be in writing and signed by the member or by the member's proxy.

(b) Electronic votes cast as provided by these Bylaws, constitute written and signed ballots.

(c) In an association-wide election, written and signed ballots are not required for uncontested races.

3. Number of Votes. All class A members, shall have the right to cast one (1) vote per Lot owned. Either the husband, wife, or bona fide head of the household may cast the vote(s) to which the Member is entitled to vote. Proxy votes may be cast pursuant to the provisions concerning same delineated in these Bylaws.

4. Eligibility to Vote. Subject to the provisions of Section 209.0059, Texas Property Code, to be entitled to vote, a member must be current in payment of all maintenance fees due by the Record Date.

5. Record Date. For the purpose of determining members entitled to notice or to vote at any meeting of the members or any adjournment thereof, the Record Date shall be the business date preceeding the date on which notice of the meeting is mailed.

6. Voting Members' List for Meeting. (a) After fixing a record date for the notice of a meeting, the Board shall prepare an alphabetical list of the names of all of the Association's voting members who are entitled to notice of the meeting. The list must show the address and number of votes each voting member is entitled to cast at the meeting. The Association shall maintain, through the time of the members' meeting, a list of members who are entitled to vote at the meeting but are not entitled to notice of the meeting. This list shall be prepared on the same basis and be part of the list of voting members.

(b) Not later than two (2) business days after the date notice is given of a meeting for which a list was prepared, as provided by (a) of this Section, and continuing through the meeting, the list of voting members must be available for inspection by any member entitled to vote at the meeting for the purpose of communication with other members concerning the meeting at the Association's principal office or at a reasonable place identified in the meeting notice in the city where the meeting will be held. A voting member or voting member's agent or attorney is entitled on written demand to inspect and, subject to the limitations of Article VII of these Bylaws, to

copy the list at a reasonable time and at the member's expense during the period it is available for inspection.

(c) The Association shall make the list of voting members available at the meeting, and any voting member or voting member's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

7. Voting in Person or by Proxy. Subject to the provisions of Section 209.00592, Texas Property Code, the voting rights of a member may be cast or given:

(a) in person or by proxy at a meeting of the property owners' association;

(b) by absentee ballot in accordance with these Bylaws;

(c) by electronic ballot in accordance with these Bylaws; or

(d) by any method of representative or delegated voting provided by a dedicatory instrument.

8. Absentee or electronic ballot. An absentee or electronic ballot:

(a) may be counted as an owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot;

(b) may be counted, even if properly delivered, if the owner attends any meeting to vote in person, so that any vote cast at a meeting by a property owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and

(c) may not be counted on the final vote of a proposal if the motion was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

9. Solicitation for votes by absentee ballot. A solicitation for votes by absentee ballot must include:

(a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

(b) instructions for delivery of the completed absentee ballot, including the delivery location; and

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(c) the following language: "By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."

10. If an electronic ballot is posted on an official Internet website of the Association, a notice of the posting shall be sent to each owner that contains instructions on obtaining access to the posting on the website.

11. Proxies. If a member elects to vote by proxy, the proxy must be executed in writing by the member or the member's attorney-in-fact, setting forth such member's designation of his attorney and proxy to act in his behalf at any meeting designated therein. Each such proxy shall be filed with the Secretary prior to or at the commencement of the meeting at which said proxy is to be used. Unless otherwise provided by the proxy, a proxy is revocable and expires 11 months after the date of its execution. A proxy may not be irrevocable for longer than 11 months.

12. Voting by Facsimile Transmission. If authorized by resolution of the Board of Directors for any specific matter that can be voted on, a member vote on any matter may be conducted by facsimile transmission.

13. Tabulation of and Access to Ballots.

(a) A person who is a candidate in a property owners' association election or who is otherwise the subject of an association vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as provided by this section;

(b) A person other than a person described by Subsection (a) may tabulate votes in an association election or vote but may not disclose to any other person how an individual voted.

(c) Notwithstanding any other provision of this chapter or any other law, a person other than a person who tabulates votes under Subsection (b), including a person described by Subsection (a), may be given access to the ballots case in the election or vote only as part of a recount process authorized by law.

14. Notice of Election of Association Vote.

(a) Not later than the 10th day or earlier than the 60th day before the date of an election or vote, a property owners' association shall give written notice of the election or vote to:

(l) each owner of property in the property owners' association, for purposes of an association-wide election or vote; or

(2) each owner of property in the property owners' association entitled under the dedicatory instruments to vote in a particular representative election, for purposes of a vote in a particular representative election, for purposes of a vote that involves election of representatives of the association who are vested under the dedicatory instruments of the property owners' association with the authority to elect or appoint board members of the property owners' association.

15. Recount of Votes.

(a) Any owner may, not later than the 15th day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either:

(1) by certified mail, return receipt requested, or by delivery by the United States Postal Service with signature confirmation to the property owners' association's mailing address as reflected on the latest management certificate filed under Section 209.004, Texas Property Code; or

(2) in person to the property owners' association's managing agent as reflected on the latest management certificate filed under Section 209.0041, Texas Property Code, or to the address to which absentee and proxy ballots are mailed.

(b) The property owners' association shall, at the expense of the owner requesting the recount, retain for the purpose of performing the recount, the services of a person qualified to tabulate votes under this Subsection. The association shall enter into a contract for the services of a person who:

(1) is not a member of the association or related to a member of the association board within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code; and

(2) is:

(A) a current or former:

(I) county judge;
(II) county elections administrator;
(III) justice of the peace; or
(IV) county voter registrar; or

(B) a person agreed on by the association and the persons requesting the recount.

(c) Any recount under this Bylaw must be performed on or before the 30th day after the date of receipt of a request and payment for a recount in accordance with this Bylaw. If the recount changes the results of the election, the property owners' association shall reimburse the requesting owner for the cost of the recount. The property owners' association shall provide the results of the recount to each owner who requested the recount. Any action taken by the board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

ARTICLE V - Property Rights and Rights of Enjoyment of Common Property

1. Right to use Common Facilities. Each Member shall be entitled to the use and enjoyment of the Common Facilities, subject to the Restrictions and any rules and regulations governing the use of the Common Facilities.

2. Delegation of Rights of Enjoyment. Any member's right of enjoyment in the Common Facilities may be delegated to the members of his or her family who reside in the Subdivision and such guests as are allowed by any rules and regulations of the Association concerning such rights of enjoyment. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Paragraph 3 hereof, to the same extent as those of the Member.

ARTICLE VI - Association Purposes and Powers

1. Purpose of Association. In addition to the purposes set forth in the Certificate of Formation for the Association, the purposes for which the Association is organized are:

(a) To be a property owners association as defined by the Texas Property Code, and shall discharge the duties and obligations of a property owners association in interpreting and enforcing the Restrictions applicable to the Subdivision, according to the plats of said subdivision recorded in the Official Public Records of the County Clerk; and the entire income and principal of the endowment and assets of this corporation shall be held and distributed solely for such purposes, except for the modest amount needed for the expenses of administration of this corporation in order to effectuate the said purposes; and the making of distributions to organizations having the same purpose qualifying as exempt organizations under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law);

(b) To promote the safety, welfare and enjoyment of the residents of and owners of property within the Subdivision;

(c) To the extent authorized by the Restrictions, to compute, assess, collect and enforce the payment of all charges to which the property within the Subdivision is subjected or may be subjected hereby and/or under or by virtue of any reservations, restrictions and covenants applicable to the Subdivision on file in the Official Records of the County Clerk;

(c) To operate, maintain, supervise and protect all areas and facilities owned by or conveyed to the corporation from time to time for the common use of its members, and to install or construct improvements upon such areas and facilities;

(e) To the extent authorized by the Restrictions, to approve or disapprove plans, specifications and elevations for any building, structure or improvement and for any structural alterations or additions, or other alterations or additions affecting exterior appearance, in or to any building, fence, structure or other improvement within the Subdivision, and to establish design and construction criteria and requirements in connection therewith;

(f) To exercise and perform any and all other rights, powers, duties and remedies granted to or imposed upon the corporation by the Restrictions, by any easement granted to the corporation, or by any other instrument granted to or for the benefit of the corporation; and

(g) To do or cause to be done all things and acts permitted by the laws of the State of Texas incident to, necessary, or proper to carry out the purposes for which non-profit corporations may be formed and to have all the powers enumerated in the Texas

Property Code for property owners associations and in the Texas Business Organizations Code for non-profit corporations, including but not limited to for any lawful purpose or purposes not expressly prohibited under chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

2. Limitations on Distributions and Activities. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, Directors, Officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence Legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the corporation shall not carry any other activities not permitted to be carried on (a) by an organization exempt from Federal Income Tax under Section 501 (c) (3) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law) or (b) by an organization, contributions to which are deductible under Section 170 of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue law).

3. Mortgage of Association Properties. The Association shall have power to mortgage its properties with the assent of a majority of the votes of the Members who are voting in person or by proxy at a meeting called for such purpose, written notice of which shall be mailed to all Members as least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE VII - Board of Directors

1. Management of Association. The business and affairs of the Association shall be managed by its Board of Directors which may exercise all such powers of the Association and do all such lawful acts and things as are allowed by statute, the Articles of Incorporation, these Bylaws or the Restrictions directed or required to be exercised or done by the Members.

2. Powers of the Board of Directors. Notwithstanding anything to the contrary contained in any provision of these Bylaws, the Association shall act through its Board of Directors, which shall manage the affairs of the Association. By way of illustration, but not in limitation, the Board of Directors shall have the power to:

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a. Adopt and publish rules and regulations governing use of the common area and facilities, including but not limited to solar panels, roofing, architectural control matters, and the personal conduct of the members and their guests thereon, and to establish penalties for infraction thereof;

b. Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association, as hereinbefore stated. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. Charge fines for violations of the Declarations;

d. Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws or the Certificate of Formation, or the Restrictions;

e. Declare the office of a member of the Board of Directors to be vacant in the event each such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

f. Employ a manager, secretary, attorneys, independent contractors, and/or such other employees as they deem necessary, and to prescribe and oversee their duties.

3. Number of Directors. The number of directors shall be three (3), and may be enlarged or decreased by the members of the Association by amendment to this Bylaw, provided that, in no event, shall the number of directors be reduced to be less than three (3).

4. Terms of Directors. The Initial Board of Directors shall serve until the 120 days after the date 75 percent of the lots that may be created and made subject to the declaration are conveyed to owners other than a declarant or builders in the business of constructing homes who purchased the lots from the developer for the purpose of selling completed homes built on the lots. Thereafter, one-third of the Directors shall be elected by the membership and the remaining two-thirds shall be appointed by the Developer until the Developer owns no more lots in the Subdivision. Notwithstanding, the Developer may, in Developer's sole discretion, allow additional Board Members to be elected by the membership or may decrease the number of Board Members appointed by the Developer by executing a document and delivering said document to the Board President.

5. Election of Board Members. Except as set forth in Paragraph 4, any board member whose term has expired must be elected by owners who are members of the property owners' association. A board member may be appointed by the board only to fill a vacancy caused by a resignation, death, or disability. A board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

6. Initial Directors. The Initial Directors are as follows:

Place One: JOHN W. LYON
Place Two: HARRY B. ADAMS, IV
Place Three: LEE BATTLE

7. Schedule for Election/Appointment of Directors. The following Schedule is established for the annual election/appointment of directors, starting with the annual meeting of the members when the Developer no longer appoints a majority of the Board Members:

(a) At the annual meeting of the members of the Association, the members shall elect a director for Place One, Place Two and Place Three. The Place One director shall serve for a term of one year. The Place Two director shall serve for a term of two years and the Place Three director shall serve for a term of Three years. If more than three directors are serving, the Board shall assign terms to the additional directors.

(b) At each succeeding annual meeting of the members of the Association, the members shall elect a Director to replace the Directors whose term is expiring. Such newly elected director shall serve for three (3) years

8. Nominating Committee: The Board of Directors shall appoint a Nominating Committee of three (3) members of the Association, one of which can be a Director provided that such Director is not up for re-election. A person appointed to the committee cannot become a candidate for the Board of Directors. Said Committee shall have the responsibility of soliciting at least two (2) persons to become candidates for each of the vacancies on the Board of Directors of the Association, of preparing and mailing ballots and voting instructions to each member entitled to vote, notifying each elected director of his election, and such other related duties as the Board of Directors may direct. The Nominating Committee shall present the list of candidates to the Secretary prior to the election.

9. Call for Election: The Secretary shall examine the list of candidates, certifying them as eligible to vote and to hold office, and shall issue the call for the election to be held

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at the discretion of the Board. The Board may have ballots prepared and mailed to each qualified voter, according to the then records of the Association, in which event said ballot will be so mailed no later than ten (10) days or earlier than sixty (60) days next preceding the election. The Board shall prescribe and organize the mechanics of the actual balloting giving particular consideration to the qualifications and/or eligibility of those voting. None of the foregoing shall operate to deprive qualified voters to write in the candidate of their choice, subject to certification by the Secretary of such write-in candidate's eligibility and willingness to serve, or to vote by proxy.

10. The Ballot. When ballots are used, the ballot shall be printed, and shall clearly describe the office, position, or vacancies for which the candidates are running, and the names of the candidates to be voted upon. No ballot will be considered which is not received at the office of the Association prior to the election. Ballots received by said time, either by mail or in person, shall by counted, subject to voter and candidate eligibility; all other ballots shall by declared void. Election to the Board of Directors shall be written ballot; the ballots shall show the name of the member voting and the number of lots owned. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to cast under the provisions of these Bylaws. The person receiving the largest number of votes shall be elected. Cumulative voting shall not be permitted.

11. Removal of Director.

(a) No Director appointed by the Developer may be removed by anyone other than the Developer. Any Director elected by the Members may be removed either for or without cause, at any special meeting of the Members of the Association by the affirmative vote of a majority. in number of votes present in person or by proxy at such meeting and entitled to vote for the election of Directors, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting.

(b) If the Board of Directors is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a board member has been convicted of a felony or crime involving moral turpitude, the board member is immediately ineligible to serve on the board of the Association, automatically considered removed from the board, and prohibited from future service on the board.

12. Vacancies on Board of Directors. After the Initial Board Term expires:

(a) Any board member whose term has expired and who is elected must be elected by owners who are members of the property owners' association.

(b) A board member may be appointed by the board only to fill a vacancy caused by a resignation, death, or disability.

(c) A board member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

(d) If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Directors or otherwise, a majority of the Directors then in office, though less than a quorum, may choose a successor or successors, or a successor or successors may be chosen at a special meeting called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his or her predecessor in office.

(e) Any Directorship to be filled by reason of the retirement, disqualification or removal shall be filled by election at an annual meeting of Members or at a special meeting called for that purpose.

(f) Any Directorship to be filled by reason of any increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting called for that purpose.

13. No Compensation for Directors. The Directors shall serve without compensation. Upon resolution by the Board of Directors, any Director may be reimbursed for any out of pocket expenses approved by the Board of Directors, with the Director to whom such reimbursement is to be made shall excuse himself or herself and abstaining from any vote on such reimbursement of out of pocket expenses.

14. Services. No Director of the Association shall be required to devote his/her time or render services exclusively to the Association. Each Director shall be free to engage in any and all other business and activities either similar or dissimilar to the business of this Association. Likewise, each and every Officer shall be free to act for and service any other Association or Associations, entity or entities, in any capacity, whether or not the purposes, business and activities thereof are similar or dissimilar to those of this Association, without breach of any duty to this Association or its Members. No contract or other transaction of this Association shall ever be affected by the fact that any Director of this Association is interested in, or connected with any

party to such contract or transaction, provided that such contract or transaction shall be approved by a majority of the Officers not so interested or connected.

ARTICLE VIII - Meetings of the Board of Directors

1. Place of Meeting. The Directors of the Association shall hold their meetings, both regular and special, within or without the State of Texas.

2. Annual Meeting of Directors. The first meeting of each newly constituted Board of Directors shall be held without further notice immediately following the annual meeting of Members of the Association, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

3. Regular Meetings of Directors. Except as otherwise provided by these Bylaws, regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board of Directors.

4. Special Meetings of Directors. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, either personally or by mail, electronic message (i.e. e-mail), or by telegram; special meetings shall be called by the President or Secretary in like manner and on like notices on the written request of two (2) Directors. Except as may be otherwise expressly provided by Texas law, the Articles of Incorporation, these Bylaws or the Restrictions, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5. Quorum. At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute, the Restrictions, Certificate of Formation, or these Bylaws. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

6. Manner of Acting. The act of a majority of directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws. Proxy voting is allowed.

7. Action Without Meeting. Any action required by law to be taken at a meeting of the directors, or any action which may be taken at a meeting of the directors, may be taken without a meeting if a consent in writing setting forth the action to be taken, shall be signed by all the directors.

8. Open Board Meetings.

(a) "Board Meeting" (1) means a deliberation between a quorum of the voting board of the Association, or between a quorum of the voting Board of Directors and another person, during which the Association's business is considered and the Board of Directors takes formal action; and (2) does not include the gathering of a quorum of the Board of Directors at a social function unrelated to the business of the Association or attendance by a quorum of the Board of Directors at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of association business is incidental to the social function, convention, ceremonial event, or press conference.

(b) Regular and special meetings of the Board of Directors must be open to owners, subject to the right of the Board of Directors to adjourn a Board of Directors meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the property owners' association's attorney, matters that are to remain confidential by request of the affected parties and agreement of the Board of Directors. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, without breaching the privacy of individual owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

(c) Except for a meeting held by electronic or telephonic means a Board of Directors meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county.

The Board of Directors shall keep a record of each regular or special Board of Directors meeting in the form of written minutes of the meeting. The Board of Directors shall make meeting records, including approved minutes, available to a member for inspection and copying on the member's written request to the property owners' association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board of Directors.

Members shall be given notice of the date, hour, place, and general subject of a regular or special Board of Directors meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: mailed to each property owner not later than the l0th day or earlier than the 60th day before the date of the meeting; or provided at least 72 hours before the start of the meeting by:

(A) posting the notice in a conspicuous manner reasonably designed to provide notice to property owners' association members:

(i) in a place located on the association's common property or,

(ii) with the property owner's consent, on other conspicuously located privately owned property within the subdivision; or on any Internet website maintained by the association or other Internet media; and sending the notice by email to each owner who has registered an e-mail address with the association.

It is an owner's duty to keep an updated e-mail address registered with the property owners' association.

If the Board of Directors recesses a regular or special Board of Directors meeting to continue the following regular business day, the Board of Directors is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board of Directors meeting is continued to the following regular business day, and on that following day the Board of Directors continues the meeting to another day, the Board of Directors shall give notice of the continuation in at least one manner prescribed by Subsection 2(A) within two hours after adjourning the meeting being continued.

A Board of Directors may meet by any method of communication, including electronic and telephonic, without prior notice to owners under, if each director may hear and be heard by every other director, or the Board of Directors may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board of Directors action. Any action taken without notice to owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board of Directors meeting. The Board of Directors may not, without prior notice to owners, consider or vote on:

(1) fines;

(2) damage assessments;

(3) initiation of foreclosure actions;

(4) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;

(5) increases in assessments;

(6) levying of special assessments;

(7) appeals from a denial of architectural control approval; or

(8) a suspension of a right of a particular owner before the owner has an opportunity to attend a Board of Directors meeting to present the owner's position, including any defense, on the issue.

ARTICLE IX - Committees and Managing Agents

1. Appointment of Committees Consisting of Directors. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, to consist of two or more of the Directors of the Association. Any such committee, to the extent provided in said resolution, shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Association, except where action of the full Board of Directors is required by structure, the Restrictions or by the Certificate of Formation

2. Appointment of Committees Not Limited to Directors or Members. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by like resolution of the Board of Directors. Membership on such committee, may, but need not be, limited to Directors or members of the Association.

3. The "Architectural Committee" shall exercise the functions required of such a committee under the recorded Restrictive covenants applicable to the Subdivision. The Architectural Committee is not limited to, but shall have at least three (3) Members from the Association and or employees of the Developer of the Subdivision. The Initial Architectural Committee shall be appointed by the Developer and shall serve until the termination of the Development Period (as defined in the Restrictions). After that time, the Board of Directors shall appoint the members. After the Development Period any member of such committee may be removed by a majority vote of the Board of Directors when in the Board of Directors' judgment, the best

interest of the Association and the Lot Owners in the Subdivision shall be served by each removal. The Board of Directors shall appoint one of the members of the Architectural Committee as the chairperson of this committee unless deemed otherwise by the Board. The members of the Architectural Control Committee may not be a current Board member, a spouse of a current Board member or a person that resides in the current board member's household.

4. Other committees. Other committees may be formed or disbanded as desired by the Association Board of Directors. The Membership of other committees is at the discretion of the Association Board of Directors.

5. Minutes of Committee Proceeding All committees shall keep regular minutes of their proceedings and shall report the same to the Board of Directors when required.

6. Employment of Management Agent. The Board of Directors may employ for the Association a management agent at a compensation established by the Board of Directors and such management agents shall perform such duties and services as the Board of Directors shall authorize. The Board of Directors may employ as management agent the Developer, its subsidiaries or affiliates, provided that the compensation to the Developer, its subsidiaries or affiliates shall not exceed the fair market rate for such services.

ARTICLE X - Officers

1. Officers Elected by Board. The officers of the Association shall be elected by the Directors and shall be a President, a Secretary and a Treasurer. The Board of Directors may also choose one or more Vice Presidents. Any two or more offices may be held by the same person except that the offices of President and Secretary shall not be held by the same person.

2. Election at Annual Meeting of Board. The Board of Directors, at its first meeting after each annual meeting of Members, shall choose a President, a Secretary, and a Treasurer, anyone or all of whom may be members of the Board. The Board of Directors may also elect such Vice Presidents, Assistant Secretaries and Assistant Treasurer as it may determine.

3. Additional Officers and Agents. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise powers and perform such duties as shall be determined from time to time by the Board of Directors.

4. Compensation of Officers and Agents. The salaries (if any) of all officers and agents of the Association shall be fixed by the Board of Directors.

5. Term of Office. Each officer of the Association shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office.

6. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed from office at any time by the affirmative vote of a majority of the entire Board of Directors whenever in their judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

7. Vacancies. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors for the unexpired portion of the term.

8. President. The President shall be the Chief Executive Officer of the Association, and shall in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business and affairs of the Association, shall see that all orders and resolutions of the Board of Directors are carried into effect, and shall perform such other duties as the Board of Directors shall from time to time prescribe. He may sign, with the Secretary, or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, checks drawn against the Association, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors, or by these Bylaws, or by statute to some other officer or agent of the Association.

9. Vice-President. Each Vice President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to him. In the absence of the President or in the event of his inability or refusal to act, the Vice- President shall perform the duties of the President, and when so acting, shall have all of the power of, and be subject to all the restrictions upon the President.

10. Secretary. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees

when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President, under whose supervision he shall be. Each Assistant Secretary shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President may from time to time delegate to him.

11. Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accounts of receipts and disbursements and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the Association a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, paper, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association. Each Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time prescribe.

ARTICLE XI - Meetings of the Members

1. Annual Meetings. The annual meeting of the Members shall be held at a date and time set by the Board of Directors. Failure to hold the annual meeting at the designated time shall not work a dissolution of the Association.

2 Failure to Hold Annual Meeting.

(a) In the event the Board of Directors does not call an annual meeting of the association members, an owner may demand that a meeting of the association members be called not later than the 30th day after the date of the owner's demand.

(b) The owner's demand must be made in writing and sent by certified mail, return receipt requested, to the registered agent of the property owners' association and to the association at the address for the association according to the most recently filed

management certificate. A copy of the notice must be sent to each property owner who is a member of the association.

(c) If the board does not call a meeting of the members of the property owners' association on or before the 30th day after the date of a demand under Subsection (b), three or more owners may form an election committee. The election committee shall file written notice of the committee's formation with the county clerk of each county in which the subdivision is located.

(d) A notice filed by an election committee must contain:

(1) A statement that an election committee has been formed to call a meeting of owners who are members of the property owners' association for the sole purpose of electing board members;
(2) the name and residential address of each committee member; and
(3) the name of the subdivision over which the property owners' association has jurisdiction under a dedicatory instrument.

(e) Each committee member must sign and acknowledge the notice before a notary or other official authorized to take acknowledgments.

(f) The county clerk shall enter on the notice the date the notice is filed and record the notice in the county's real property records.

(g) Only one committee in a subdivision may operate under this section at one time. If more than one committee in a subdivision files a notice, the first committee that files a notice, after having complied with all other requirements of this section, is the committee with the power to act under this section. A committee that does not hold or conduct a successful election within four months after the date the notice is filed with the county clerk is dissolved by operation of law. An election held or conducted by a dissolved committee is ineffective for any purpose under this section.

(h) The election committee may call meetings of the owners who are members of the property owners' association for the sole purpose of electing board members. Notice, quorum, and voting provisions contained in the bylaws of the property owners' association apply to any meeting called by the election committee.

3. Special Meetings. Special meetings of the Members for any purpose may be called at any time by the President, or by any two (2) or more Members of the Board of Directors, or upon written request of the Members who have a right to vote one-fourth (l/4th) of all of the votes of the entire membership.

4. Notice of Meetings. Written notice of any meetings shall be given to the Members by the Secretary. Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Notice of any meeting, regular or special, be mailed not less than ten (10) nor more than sixty (60) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action governed by the Certificate of Formation or by the Restrictions, notice of such meeting shall be given or sent as therein provided.

5. Member Contact Information. Each member shall register his address with the secretary, and notices of meetings, regular or special, shall be mailed to him at such address. It is the responsibility of the Member to provide the Association with current mailing and email addresses, and the Association assumes no responsibility should any notices not be received by the Member provided that the Association forwards such notice to the address provided the Association by the Member.

6. Notice e-mail. Any Member may request that notice be transmitted electronically by providing the Association's Secretary a valid e-mail address. Upon providing such e-mail address the Association may transmit any and all notices to such member at such email address. Members are encouraged to provide an e-mail address to help reduce the operational cost of postage and mail-out required by these Bylaws and Texas Law.

7. Waiver of Notice. Notice may be waived in writing signed by the person or persons entitled to such notice. Such waiver may be executed at any time before or after the holding of such meeting. Attendance at a meeting shall constitute a waiver of notice, except where the person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

8. Location of Meetings. Meetings of members shall be held at the office of the Association, if one is established in the Subdivision, or at such other place, within or without the State of Texas, as may be stated in the notice of the meeting or in a duly executed waiver of notice thereof. Online or telephonic meetings are allowed so long as all members can hear and be heard.

9. Quorum. The presence at the meeting of Members entitled to cast ten (10 %) of the votes entitled to be voted at such meeting, shall constitute a quorum for any action governed by these Bylaws.

10. Action Required. At a meeting at which a quorum is present, the vote of the majority of the members in person or represented by proxy shall decide any question brought before the meeting, unless the question is one upon which the vote of a greater number is required by law, the Certificate of Formation or these Bylaws. The members present or represented at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, with notice as for any other meeting. At the reconvening of a meeting adjourned previously due to lack of quorum, the percentage of votes required to be present in person or by proxy in order to constitute a quorum will be one-half of the percentage required at the preceding meeting.

ARTICLE XII - Notices

1. Type of Notice. Whenever under the provisions of the statute, the Certificate of Formation, these Bylaws or the Restrictions, notice is required to be given to any Directors or Member and no prevision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, electronic message (i.e, e-mail), by mail, postage prepaid, addressed to such Directors or Member at such address as appears on the records of the Association. Any notice required or permitted to be given by mail shall be deemed to be given at the time the same is deposited in the United States mail as aforesaid.

2. Waiver of Notice. Whenever any notice is required to be given to any Member or Directors of the Association under the provisions of any applicable statute, the Certificate of Formation, these Bylaws of the Restrictions, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII - Books and Records

1. The Association adopts this Article XIII of these Bylaws to comply with Section 209.005, Texas Property Code. In the event of a conflict between this Article XIV and Section 209.005, Section 209.005 shall control.

2. The Association shall make the books and records of the Association, including financial records, open to and reasonably available for examination by an owner, or a person designated in writing signed by the owner or the owner's agent, attorney, or certified public accountant, in accordance with this section. An owner is entitled to obtain from the Association copies of information contained in the books and records, except as provided herein.

3. An attorney's files and records relating to the Property Owner's Association, excluding invoices requested by an owner under Section 209.008 (d) of the Texas Property Code, are not records of the Association and are not subject to inspection by the owner; or production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. This Bylaw does not require production of a document that constitutes attorney work product or that is privileged as an attorney-client communication.

4. An owner or the owner's authorized representative described by Section 2 of this Bylaw must submit a written request for access or information under Section 2 by certified mail, with sufficient detail describing the Property Owners' Association's books and records requested; to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed with the County Clerk. The request must contain an election either to inspect the books and records before obtaining copies or have the Property Owners' Association forward copies of the requested books and records and if an inspection is requested, the Association, on or before the 10th business day after the date the Association receives the request; except as otherwise provided by this section.

5. If the Association is unable to produce the books or records requested under Article XIII, Section 4 on or before the 10 business day after the date the Association receives the request, the Association will provide to the requestor written notice that:

(a) informs the requestor that the Association is unable to produce the information on or before the 10th business day after the date the Association received the request; and

(b) states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the 15th business day after the date notice under this subsection is given.

6. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during normal business hours, and the requesting party shall identify the books and records for the Property Owners' Association to copy and forward to the requesting party.

7. The Association may produce books and records requested under this section in hard copy, electronic, or other format reasonably available to the Association.

8. The Board of Directors shall adopt a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of information requested under this section. The prescribed charges may include all reasonable costs of materials, labor, and overhead but may not exceed costs that would be applicable for an item under 1 T.A.C. Section 70.3. The policy required by this subsection shall be recorded as a dedicatory instrument in accordance with Section 202.006, Texas Property Code. The Association may not charge an owner for the compilation, production, or reproduction of information requested under this section unless the policy prescribing those costs has been recorded as required by the Association's Records Policy filed with the County Clerk. An owner is responsible for costs related to the compilation, production, and reproduction of the requested information in the amounts prescribed by the policy adopted under this Bylaw. The Association may require advance payment of the estimated costs of compilation, production, and reproduction of the requested information. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the owner, may be added to the 'owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the owner is entitled to a refund, and the refund shall be issued to the owner not later than the 30th business day after the date the invoice is sent to the owner.

9. A Property Owners' Association must estimate costs under this section using amounts prescribed by the policy adopted under Section 8 of this Article XIII.

10. Except as provided by this Article XIII, and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any books or records that identify the dedicatory instrument violation history of an individual owner of an association, an owner's personal financial information, including records of payment or nonpayment of amounts due to the Association, an

owner's contact information, other than the owner's address, or information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual property owner.

11. The books and records described by Section 10 of this Article XIII shall be released or made available for inspection if:

(a) the express written approval of the owner whose records are the subject of the request for inspection is provided to the property owners' Association; or

(b) a court orders the release of the books and records or orders that the books and records be made available for inspection.

12. The Board shall adopt and comply with a document retention policy that includes, at a minimum, the following requirements:

(a) certificates of formation, bylaws, restrictive covenants, and all amendments to the certificates of formation, bylaws, and covenants shall be retained permanently;
(b) financial books and records shall be retained for seven years;
(c) account records of current owners shall be retained for five years;
(d) contracts with a term of one year or more shall be retained for four years after the expiration of the contract term;
(e) minutes of meetings of the owners and the board shall be retained for seven years; and
(f) tax returns and audit records shall be retained for seven years.

13. A member of the Association who is denied access to or copies of Association books or records to which the member is entitled under this Article XIII of these Bylaws may file a petition with the justice of the peace of a justice precinct in which all or part of the property that is governed by the Association is located requesting relief in accordance with Article XIII of these Bylaws. If the justice of the peace finds that the member is entitled to access to or copies of the records, the justice of the peace may grant one or more of the following remedies:

(a) a judgment ordering the Property Owners' Association to release or allow access to the books or records;

(b) a judgment against the Property Owners' Association for court costs and attorney's fees incurred in connection with seeking a remedy under this section; or

(c) a judgment authorizing the owner or the owner's assignee to deduct the amounts awarded under Subdivision (2) from any future regular or special assessments payable to the Property Owners' Association.

14. If the Property Owners' Association prevails in an action under Section 13 of this Article XIII of the Bylaws, the Association is entitled to a judgment for court costs and attorney's fees incurred by the Association in connection with the action.

15. On or before the 10th business day before the date a person brings an action against the Association under this section, the person must send written notice to the Association of the person's intent to bring the action. The notice must:

(a) be sent certified mail, return receipt requested, or delivered by the United States Postal Service with signature confirmation service to the mailing address of the Association or authorized representative as reflected on the most current management certificate filed under Section 209.004; and

(b) describe with sufficient detail the books and records being requested.

16. For the purposes of this Article XIII of these Bylaws, "business day" means a day other than Saturday, Sunday, or a state or federal holiday.

17. Annual Audit. If requested by three or more members, a review of books and records shall be made by a Certified Public Accountant selected by the Board of Directors. Such review shall not be required more than annually

ARTICLE XIV - Miscellaneous; Fiscal Matters

1. Charges. The Board of Directors shall compute, assess, collect and enforce the payment of all charges to which the Subdivision is subjected or may be subjected under or by virtue of the Restrictions and Bylaws.

2. Dividends. No dividends shall be paid and no part of the income of the Association shall be disbursed to its Members, Directors, or Officers. The Association may pay compensation in a reasonable amount to its Members or Officers for services rendered, but only as permitted by the applicable statutes.

3. Agreements. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by at least two (2) officers of the board or such other person or persons as may be designated by resolution of the Board. Such authority may be general or confined to specific instances.

4. Checks. All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Checks and Drafts. All checks, drafts, or orders for payment of money, notes or other evidences of indebtedness issued in the name of Association shall be signed by such Officer or Officers of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. Such instruments shall be signed by two (2) of the officers designated by the Board to sign the documents.

Deposits. All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Gifts. The Directors may accept on behalf of the Association any contributions, gifts, bequests or items for the general purposes or for any special purpose of the Association.

5. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

6. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

7. Indemnification. Except as may otherwise be provided by Article 1396-2.22A, Texas Non-Profit Corporations Act, and/or Section 8.051, Texas Business Organizations Code, or as may be ordered by a court pursuant to Section 8.052, Texas Business Organizations Code, or by Article 1396-2.22A, Texas Non-Profit Corporations Act, the Association shall indemnify any Directors, Officer, or employee of the Association, against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments in connection with any action, suit or proceedings, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, Officer, or employee (whether or

not a Director, Officer, or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be judged in such action, suit, or proceedings to be liable for gross negligence or willful misconduct in the performance of duty. The Association may also reimburse to any Director, Officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter in controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, Officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, Officer, or employee may be entitled by law or under any Bylaw, agreement, vote of Members or otherwise. Nothing in this Section shall prevent permissive indemnification as authorized by Section 8.01 through 8.152, Texas Business Organizations Code, or by Article 1396-2.22A, Texas Non-Profit Corporations Act.

8. Online Subdivision Information. The Association shall make dedicatory instruments relating to the association or subdivision and filed with the County Clerk records available on a website if the association has, or a management company on behalf of the association maintains, a publicly accessible website.

9. Texas Property Code Controls. To the extent that any of these Bylaws conflict with the provisions of the Texas Property Code and/or the Texas Non-Profit Corporations. Act and/or the Texas Business Organizations Code, as may be amended from time to time by the Texas Legislature, the Texas Property Code and/or the Texas Non-Profit Corporations Act and/or the Texas Business Organizations Code shall control.

ARTICLES XV - Amendment of Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted (a) by a majority of the Directors present at any meeting or special meeting of the Directors, where a quorum is present, if at least ten (10) days written notice is given of the intent to alter, amend, repeal, or adopt at such meeting, and/or (b) by a majority of the members entitled to vote, present at any annual meeting or any special meeting called for that purpose, where a quorum is present, if at least ten (l0) days written notice is given on the intent to alter, amend, or repeal, or adopt new Bylaws at such meeting.

THESE BYLAWS have been voted on and adopted by the Board of Directors of the Association at a special meeting held on November 5, 2021.

Printed Name: JOHN W. LYON

Printed Name: HARRY B. ADAMS, IV

Printed Name: LEE BATTLES

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on this the 16 day of August, 2022, by JOHN W. LYON, Director of the PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION.

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2026
Notary ID 12748452

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this the 16th day of August, 2022, by HARRY B. ADAMS, IV Director of the PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION.

KIMBERLY D. ROOD
Notary Public, State of Texas
My Comm. Exp. 09-21-2022
ID No. 13173250-7

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this the 16th day of August, 2022, by LEE BATTLES, Director of the PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION.

KIMBERLY D. ROOD
Notary Public, State of Texas
My Comm. Exp. 09-21-2022
ID No. 13173250-7

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

PREPARED IN THE LAW OFFICE OF:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/19/2022 08:59:44 AM
TAMMY 32 Page(s)
202206037518

Bobbie Koepp

UNOFFICIAL

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202206048963 11/17/2022 11 20:58 AM 1/2

SECOND AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARADISE ON THE GUADALUPE, UNIT 1
COMAL COUNTY, TEXAS

WHEREAS, PARADISE I ON THE GUADALUPE, LLC, a Delaware limited liability company authorized to do business in Texas, purchased and developed the subdivision now known as PARADISE ON THE GUADALUPE, UNIT 1 ("Developer"); and,

WHEREAS, the plat of PARADISE ON THE GUADALUPE, UNIT 1 is recorded under Clerk's Document No. 202106042687 in the Official Public Records of Comal County, Texas, (collectively the "Plat"); and,

WHEREAS, Developer imposed certain restrictive covenants and conditions upon PARADISE ON THE GUADALUPE, UNIT 1, which covenants and conditions are recorded under Clerk's Document No. 202106042711 in the Official Public Records of Comal County, Texas, as amended by First Amendment recorded under Clerk's Document No. 202206026435 in the Official Public Records of Comal County,Texas (collectively the "Restrictions"); and,

WHEREAS, Developer reserved unto itself, in Section 9.3(A) of the Restrictions, the right to amend said Restrictions until June 1, 2031, or until the termination of the Development Period, whichever occurs first; and,

WHEREAS, the Development Period has not terminated; and,

WHEREAS, Developer desires to clarify that Lots conveyed to Utility Providers are not subject to Articles III through VIII of the Restrictions, including but not limited to **Lot 19R, Paradise on the Guadalupe, Unit 1, recorded under Document No. 202106042687, and replated under Document No. 202206019299 of the map and plat records of Comal County, Texas.**

NOW THEREFORE, premises considered, Developer does hereby amend the Declaration as follows:

Utility Lots, including but not limited to **Lot 19R, Paradise on the Guadalupe, Unit 1, recorded under Document No. 202106042687, and replated under Document No. 202206019299 of the map and plat records of Comal County, Texas** shall not be subject to Articles III through VIII of the Restrictions.

Except as amended herein, the Restrictions shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand effective the 17 day of November, 2022.

PARADISE I ON THE GUADALUPE, LLC
A Delaware Limited Liability Company

By: _____
JOHN W. LYON, President

STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on the 17 day of November, 2022, by JOHN W. LYON, PRESIDENT of Paradise I on the Guadalupe, LLC, in the capacity therein stated.

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2026
Notary ID 12474845-2

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

PREPARED IN THE LAW OFFICE OF:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/17/2022 11:20:58 AM
CHRISTY 2 Page(s)
202206048963

Bobbie Koepp

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After Recording Return To:
Kristen Quinney Porter LLC
PO Box 312643
New Braunfels, TX 78131

UNOFFICIAL

PARADISE ON THE GUADALUPE

Comal County, Texas

PARADISE ON THE GUADALUPE

PROPERTY OWNERS ASSOCIATION

SUPPLEMENTAL POLICIES

1) **Fine & Enforcement Policy**

2) **Collections Policy**

3) **Dark Sky Policy**

Reference the Declaration of Covenants, Conditions, and Restrictions for Paradise on the Guadalupe recorded as Doc. No. 202106042711 in Comal County, Texas. The policies contained herein supersede and replace the previously adopted Fine & Enforcement Policy and Collections Policy for Paradise on the Guadalupe Property Owners Association.

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

SUPPLEMENTAL POLICIES

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ATTACHMENT 1

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

FINE & ENFORCEMENT POLICY

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

FINE & ENFORCEMENT POLICY

1. Background. Paradise on the Guadalupe Property Owners Association (the "**Association**") is subject to the Declaration of Covenants, Conditions, and Restrictions, recorded as Document No. 202106042711, Official Public Records of Comal County, Texas (the "**Declaration**"). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration and the obligations of Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

   The Board hereby adopts this Fine & Enforcement Policy to establish policies and procedures for the levy of fines within the Association in compliance with Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other applicable law, such provision shall be deemed to be modified to comply with applicable law.

   Terms used but not defined herein shall have the meaning subscribed to such term in the Restrictions.

2. Compliance Inspections. The Board may institute compliance inspection procedures to ensure compliance with the Restrictions.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by Owner and Owner's guests, invitees, family members, employees, agents, and representatives. Regardless of who commits the violation, the Association may direct all communications regarding the violation to Owner.

4. Fine Amount. The Association may establish fines for certain categories of violations, and certain fine amounts as are set forth herein. The Association reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation.

5. Violation Notice. Except as set forth herein, before levying a fine, the Association will provide a written violation notice via certified mail to Owner (at Owner's last known address as shown in the Association records) (the "**Violation Notice**") that describes any opportunity for a hearing that may be required under the Act. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the

basis for any fine, charge, or suspension action; (3) a reference to the rule or provision at issue; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid a fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was sent, Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code; and (7) a statement that Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 501-597(b), if Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

A. First Violation. If Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in Paragraph 5, subsections (1) – (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.

B. Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as noted in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in Paragraph 5, subsections (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.

C. Continuing, Repeat, or Uncured Violation. For any violation, if Owner was provided with a Violation Notice for the same or similar violation within the preceding six (6) months, then Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including, but not limited to, the right to levy a fine pursuant to the *Schedule of Fines*. For a continuing or uncured violation, the Board, in its sole discretion, may levy a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If Owner is entitled to an opportunity to cure the violation, then Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and

resolve the matter. To request a hearing, Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after receipt of the Request. Owner must be notified of the date, time, and place of the hearing at least (10) days before the date of the hearing. The hearing notice communication will include any documents, photographs, and communications the Association intends to introduce at the hearing. If the Association fails to provide the information at least ten (10) days before the hearing, Owner is entitled to an automatic fifteen (15) day postponement. The hearing will be scheduled to provide a reasonable opportunity for both the Board and Owner to attend. The Board or Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. Owner shall attend the hearing, but Owner may be represented by another person (i.e., Owner's counsel) during the hearing with advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, Owner's request for hearing shall include notice of Owner's intent to make an audio recording of the hearing. If Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless the procedures are modified by the Board, a hearing will be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Due Date. Fine and/or damage charges are due immediately if the violation is uncurable or poses a threat to public health or safety. If, however, the violation is curable and no similar violation has taken place in the six (6) month period preceding the Violation Notice, the fine and/or damage charges are due immediately after the cure period ends.

8. Lien Created. To the extent permitted by the Restrictions, payment of each fine and/or damage charge levied by the Board is, together with all other authorized late fees or charges, interest, costs of enforcement and collection (including attorney's fees) secured by the lien granted to the Association pursuant to the Declaration and the Restrictions. The fine and/or damage charge will be considered an assessment, provided such classification is not inconsistent with the Restrictions, and will be enforced in accordance with the terms and provisions governing the enforcement and collection of assessments pursuant to the Declaration and the Restrictions.

9. Levy of Fine. Any fine levied may be reflected on Owner's periodic statements of account or delinquency notices.

10. Foreclosure. The Association may not foreclose its assessment lien on a debt consisting solely of fines.

11. Cure Periods. If an Owner has cure rights, the violation will be assigned a cure period based on the specific circumstances of the violation and the complexity of the activities required to cure the violation.

12. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

[Schedule of Fines on following page]

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Schedule of Fines

The Board has adopted the following general schedule of fines. References to numbered notices below does not mean the Association is required to provide all notices before exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with applicable law. ***The Board also reserves the right to set fine amounts on a case-by-case basis,*** provided the fine comports with Texas law and the Restrictions.

FINES‡:

New Violation: **Notice of Violation**	**General Violation Categories:** • *Unsightly Conditions on a Lot* • *Unauthorized Construction or Modification of Improvements* • *Landscape Violations (mowing, etc.)* • *Trash Container Violations* • *Failure to Maintain Dwelling (Exterior) or Fencing* • *Common Property Use Violations* • *All Other Violations***	**Fine Amount:** **$25.00 – initial, subject to additional fines based on subsequent notices or amounts charged on a daily basis**
Continuing Violation:	**For a continuing violation, the Association may charge fines on a daily basis ($25.00 per day), or based on each additional notice sent**	**Fine Amount - After the Violation Notice is sent:** **1st Notice $50.00** **2nd Notice $75.00** **3rd Notice $100.00** **4th Notice $125.00**

‡ The Board reserves the right to adjust fine amounts based on the severity and/or frequency of the violation.

** The Association further reserves the right to record a supplemental or separate fine schedule that will remove specified violations from the "All Other Violations" category and, thereafter, apply the fines set forth in the fine schedule.

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EXHIBIT A – FINE & ENFORCEMENT POLICY

PROCEDURE FOR HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and it is an opportunity for the Association and Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, Owner or his/her representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and Owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

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ATTACHMENT 2

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

ASSESSMENT COLLECTION POLICY

Paradise on the Guadalupe Property Owners Association (the "**Association**") is subject to the Declaration of Covenants, Conditions, and Restrictions recorded as Doc. No. 202106042711 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "**Declaration**"). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws, other recorded documents, and any rules and regulations promulgated by the Association, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of its owners ("**Owners**") to pay assessments and other charges due the Association ("**Assessments**") pursuant to the terms and provisions of the Declaration.

The Board hereby adopts this Assessment Collection Policy ("**Policy**") to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions.

INVOICES, DELINQUENCIES, LATE CHARGES & INTEREST

Invoice. The Association may, but shall not be required to, invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. As a matter of course, assessments are invoiced by statements. Non-receipt of an invoice shall in no way relieve Owner of the obligations to pay the amount due by the due date. Owners who do not receive an invoice are responsible for contacting the Association and any manager, by January 31st of each year to request an invoice. Owners are responsible for notifying the Association and its manager, in writing, of any request to change Owner's mailing address or other contact information.

> NOTE: To change Owner's contact information to an address other than the Owner's residence in the subdivision, Owner must submit a written request to change Owner's address to the Association's Manager in accordance with any policy pertaining to the same.

Due Date. An Owner will timely and fully pay Assessments. Assessments shall be paid on such monthly, quarterly or other basis as the Board may designate in its sole and absolute discretion.

Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

Insufficient Funds. The Association may levy a charge of up to $50 for any check returned to the Association due to insufficient funds.

Waiver. Collection costs, late fees, and interest may be waived by the Board.

INSTALLMENTS & ACCELERATION

If an Assessment is payable in installments and an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment.

PAYMENT PLANS

Payment Plans. If required by applicable law, the Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested; however, the Association is not required to offer a payment plan exceeding a maximum term eighteen (18) months. For any payment plan, Owner may be charged reasonable costs associated with administering the payment plan and interest. The Association will determine the actual term of each payment plan offered to an Owner. The Association is not required to offer a payment plan more than once in a twelve (12) month period or if Owner has defaulted on a previous payment plan in the last two (2) years. A payment plan is only required if an owner notifies the Association, in writing, of Owner's request for a payment plan before any payment plan request deadline set forth in a delinquency notice. A payment plan is not required to be offered after the initial cure period for a delinquent account.

PAYMENTS

Application of Payments. Payments received by the Association shall be applied in the following order, starting with the oldest charge in each category, unless Owner is in default under a payment plan when the payment is received:

(1) Delinquent Assessments	(4) Other Reasonable Attorney's Fees
(2) Current Assessments	(5) Reasonable Fines
(3) Reasonable Attorney's Fees and Costs for Assessment Collection	(6) Any Other Reasonable Amount Owed

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Form of Payment. The Association may require that payment for a delinquent account be made only in the form of cash, cashier's check, or certified funds.

Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to Owner. The Association may require Owner to prepay the cost of preparing and recording the release.

Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

LIABILITY FOR COLLECTION COSTS

Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, certified mail, filing fees, recording fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

COLLECTION PROCEDURES

Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association will send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that Owner has forty-five (45) days for Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may

pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

Verification of Owner Information. The Association may obtain a title report to determine the names of Owners and the identity of other lienholders, including the mortgage company.

Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

Notification of Mortgage Lender. The Association may notify a mortgage lender of a delinquent account.

Notification of Credit Bureau. The Association may report the defaulting Owner to a credit reporting service with prior notice to Owner of at least thirty (30) business days. The notice must include a detailed report of delinquent charges owed and information about the opportunity to enter into a payment plan. Amounts that are the subject of a pending dispute may not be reported and no fee may be charged back to Owner for the cost of the reporting.

Collection by Attorney. If Owner's account remains delinquent for a period of sixty (60) days or more, the Manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. The Association's attorney will ensure the following notices are provided, or have been provided, in accordance with applicable law:

Notice of Delinquency: Preparation of written notice of the delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

Second Notice: Preparation of the second written notice of delinquency. If the account is not paid in full by the deadline set forth in the notice letter, then

Lien Notice: Preparation of the Lien Notice Letter and recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full by the deadline set forth in the notice letter, then

Final Notice: Preparation of the Final Notice of Demand for Payment Letter and any notice required to be sent to any holder of a lien of record on the property whose lien is evidenced by a deed of trust and is inferior or subordinate to the Association's lien. If the account is not paid in full by the deadline set forth in the notice letter, then

Foreclosure of Lien: Only upon specific approval by a majority of the Board.

Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to Owner's Mortgagee, if required.

FINAL
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NOTE: Texas law requires that at least two (2) notices precede the recording of any lien. For accounts that become delinquent on or after September 1, 2023, a lien may only be recorded after notice of the delinquency has been sent: (1) to the Owner by email using an email address the Owner has provided to the Association **or, alternatively** by first-class mail (the first-class mail requirement may be satisfied by a letter sent by USPS certified mail) sent to the Owner's last known mailing address, as reflected in the records maintained by the Association; **and also** (2) to the Owner, by certified mail, return receipt requested, directed to the Owner's last known mailing address, as reflected in the records maintained by the Association. The certified letter must be sent at least thirty (30) days after the first required notice of delinquency has been sent to the Owner, and the lien may only be recorded if at least ninety (90) days have passed since the date the certified delinquency notice was sent to the Owner. The foregoing requirements conform to the requirements set forth in Chapter 209 of the Texas Property Code and apply only to the extent applicable law continues to require such notices before a lien may be recorded.

Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

Suspension of Use of Certain Facilities or Services. The Board may suspend the use of any common area property or amenities by an Owner and Owner's guests, invitees, or family members, if Owner's account with the Association is delinquent for at least thirty (30) days.

GENERAL PROVISIONS

Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Restrictions and the laws of the State of Texas.

Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum that exceeds the maximum rate permitted by law, the amount charged will be deemed

reduced to the maximum amount allowed by law and any excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to Owner if those Assessments are paid in full.

Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to Owner as follows: (1) for mailed notices, upon depositing the same with USPS, addressed to Owner at the most recent address shown on the Association's records; (2) for personal delivery, upon delivery to Owner; or (3) for email, upon the transmittal to Owner by email using the email address Owner provided to the Association. If the Association's records show an Owner's property is owned by two (2) or more persons, notice to one Owner is deemed notice to all Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

Amendment of Policy. This policy may be amended by the Board.

[END OF POLICY]

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ATTACHMENT 3

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

DARK SKY POLICY

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ATTACHMENT 3

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

DARK SKY POLICY

Paradise on the Guadalupe Property Owners Association (the "**Association**") is subject to the Declaration of Covenants, Conditions, and Restrictions recorded as Doc. No. 202106042711 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "**Declaration**"). Unless the Declaration or applicable law expressly provides otherwise, the Association acts through a majority of its Board of Directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Bylaws, other recorded documents, and any rules and regulations promulgated by the Association, as adopted and amended from time to time (collectively, the "**Restrictions**"), including additional rules to create a dark sky compliant subdivision.

Current Restriction:
3.12 Light Pollution. Exterior lights such as those for security, safety and decorative reasons are allowed, provided all exterior lighting is hooded or the main beam of light is at no greater than a thirty (30) degree angle from the ground. The Architectural Control Committee may adopt additional rules to create a dark sky compliant subdivision.

The Architectural Control Committee hereby adopts this Dark Sky Policy ("**Policy**") as additional rules to create a dark sky compliant subdivision.

Dark Sky Additional Rules

Homeowners are encouraged to reference the Hill Country Alliance website for a list of recommended light fixtures: https://www.hillcountryalliance.org.

The International Dark Skies (IDA) Outdoor Lighting Basics:
Modern society requires outdoor lighting for a variety of needs, including safety and commerce. IDA recognizes this but advocates that any required lighting be used wisely.

To minimize the harmful effects of light pollution, lighting should:

- Only be on when needed
- Only light the area that needs it
- Be no brighter than necessary
- Minimize blue light emissions
- Eliminate upward-directed light

All exterior lighting, including LED light arrays, or solar lights must be approved by the Architectural Control Committee whether for use on the home exterior, in the front of the home in landscaping, or for use in the backyard. Low voltage, downward-directed lighting is required to reduce glare and light pollution. The location, placement, and direction of all lighting, whether for security or decoration, including solar lights, should enhance the landscape and dwelling

and must not encroach upon the adjacent property. Unshielded fixtures that cast a bright light, or colored light, especially when left on past 11:00 pm that spills onto adjacent property, or into an adjacent home is known as "light trespass." Architectural Control Committee or its agent will investigate complaints related to light trespass or colored lighting left on all night as it may be a nuisance source when left on when the area is not in use, or when adjacent Owners object to the light trespass. If the landscape plan is to include landscape lighting, the submitted plan must include a lighting plan. Landscape lighting shall be installed to minimize the visibility of the light source and to minimize light pollution of the night sky. Dark skies are essential to the unique natural character of this community, and all landscape lighting should be maintained in such a way as to preserve the quality of nighttime darkness enjoyed by the community. Architectural Control Committee or its agent will investigate complaints related to any lighting left on all night in the backyard as it may be subject to being a source of complaint if adjacent neighbors object to the light glare. Additional requirements include:

(a) Fluorescent, metal halide, and low-pressure sodium lamps are prohibited, as are exposed bulbs or wrap-around lenses.

(b) Low voltage, low wattage lighting with a maximum of 45 watts is allowed for address markers and entry gates.

(c) Pole lights will be reviewed on a case-by-case basis. Architectural Control Committee approval must be secured prior to installation even when lights are added after the initial Application Plan approval and completion have occurred.

(d) Decorative or lantern fixtures shall have a maximum of 45 watts and downward lighting is required.

(e) Permanent colored bulbs or LED lights are prohibited in street fronting light fixtures but are permitted for ground-level driveway markers.

(f) Color lighting is permitted for use in backyards or interior courtyards but must be turned off after 11:00 pm.

(g) All decorative lighting, such as light ropes, soffit lighting, or light strings, must be turned off after 11 :00 pm.

(h) All path, landscape, and pillar lighting must consist of lamps emitting no more than 750 Lumens. Path, landscape, and pillar lighting shall have a maximum height of thirty-six (36") inches". Flicker-flame lighting is permitted with Architectural Control Committee approval.

(i) Strobe lights are prohibited.

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PARADISE ON THE GUADALUPE
PROPERTY OWNERS ASSOCIATION
ACKNOWLEDGEMENT FOR RECORDING

The undersigned hereby certifies that he/she is the duly elected, qualified and acting BOARD MEMBER of Paradise on the Guadalupe Property Owners Association (the "Association"), and that the foregoing policies are true and correct copies of the policies adopted by the Association.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the 1 day of May, 2024.

PARADISE ON THE GUADALUPE
PROPERTY OWNER ASSOCIATION,
a Texas nonprofit corporation

By: _____
Name: John Lyon
Title: Director

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me of on May 1, 2024 by John Lyon, on behalf of Paradise on the Guadalupe Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2026
Notary ID 12474845-2

Sherry Wilson
Notary Public Signature

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PARADISE ON THE GUADALUPE PROPERTY OWNER ASSOCIATION,
a Texas nonprofit corporation

By: _____
Name: Chelsea Burch
Title: Director

STATE OF TEXAS §
COUNTY OF Midland §

This instrument was acknowledged before me of on April 29, 2024 by Chelsea Burch, on behalf of Paradise on the Guadalupe Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

_____
Notary Public Signature

Stephanie G Ashley
My Commission Expires
04/15/2025
ID No. 129083971

PARADISE ON THE GUADALUPE PROPERTY OWNER ASSOCIATION,
a Texas nonprofit corporation

By: _____
Name: MICHAEL SCHRUMP
Title: DIRECTOR

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me of on May 1, 2024 by Michael Schrump, on behalf of Paradise on the Guadalupe Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

_____
Notary Public Signature

SHERRY WILSON
Notary Public, State of Texas
Comm. Expires 07-30-2026
Notary ID 12474845-2

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This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

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Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/01/2024 01:20:13 PM
TRACY 21 Page(s)
202406013107

Bobbie Koepp

Created 7/27/15

NOTICE OF DEDICATORY INSTRUMENTS
PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

The undersigned, being the authorized representative for Paradise on the Guadalupe Property Owners Association ("Association"), a property owners' association as defined in Section 202.001 of the Texas Property Code hereby certifies as follows:

1. Property: The Property to which the Notice applies is described as follows:

a) Declaration of Covenants, Condition and Restrictions, Unit 1, recorded as Document No. 202106042687, on August 12, 2021, in the Deed and Plat Records of Comal County.
b) Declaration of Covenants, Condition and Restrictions, Unit 2, recorded as Document No. 202206027218, on June 10, 2022, in the Deed and Plat Records of Comal County.

2. Restrictive Covenants: The description of the documents imposing restrictive covenants on the Property, the amendments to such documents, and the recording information for such documents is described as follows:

a) Declaration of Covenants, Condition and Restrictions, Unit 1, recorded as Document No. 202106042711, on August 12, 2021, in the Real Property Records of Comal County.
b) Amendment to Declaration of Covenants, Condition and Restrictions, Unit 1, recorded as Document No. 202206026435, on June 6, 2022, in the Real Property Records of Comal County.
c) Affidavit of Annexation and Supplemental Declaration of Covenants, Condition and Restrictions, Unit 2, recorded as Document No. 20226062234, on June 10, 2022, in the Real Property Records of Comal County.

3. Dedicatory Instruments: In addition to the Dedicatory Instruments identified above, the following documents are Dedicatory Instruments governing the Association:

a) **Builder Packet**
b) **Builders Affidavit**
c) **Builder Approval**

Copies of such Dedicatory Instruments are attached to this Notice.

This Notice is being recorded in the Official Public Records of Real Property of Comal County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code.

Executed on this 4 day of February, 2024. 5th MC

By: MICHAEL SCHRUMP

Printed: _____

Its: PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF Comal §

BEFORE ME, the undersigned notary public, on this 4 day of February, 2024. 5th personally appeared Michael Shrump, President, Paradise on the Guadalupe Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

HEIDI KRASNER
Notary Public, State of Texas
Comm. Expires 09-17-2028
Notary ID 135092209

Heidi Krasner

Notary Public in and for the State of Texas

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After recording please return to:
Paradise on the Guadalupe Property Owners Association
c/o Brady E. Ortego, Esq.
Steptoe & Johnson, PLLC
The Soto
711 Broadway, Suite 220
San Antonio, Texas 78215

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PARADISE
ON THE GUADALUPE

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

BUILDER PACKET

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Version 11.19.24

Included in this packet are the following applications and agreements for New Construction at Paradise on the Guadalupe.

- Application for New Structures
- Driveway Permit Application
- Construction Guidelines
- Construction Deposit Agreement
- Construction Deposit Refund Process
- Gate Code Agreement
- Builder Sign Agreement
- Construction Checklist

For questions, please contact:

Paradise on the Guadalupe ACC
info@neighborhoodco.com
acc@paradisetxowners.com
830-224-2005

Mailing Address:

Paradise on the Guadalupe ACC
c/o The Neighborhood Company
1118 Vintage Way
New Braunfels, TX 78132

In Person Drop Off:

Paradise on the Guadalupe ACC
c/o The Neighborhood Company
1118 Vintage Way
New Braunfels, TX 78132
830-224-2005

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

APPLICATION FOR NEW STRUCTURES IN PARADISE ON THE GUADALUPE SUBDIVISION

The Declaration of Covenants, Conditions and Restrictions governs new structures, buildings, etc. in the subdivision. Article VI, paragraph 6.1 Approval of Plans and Specifications, says:

"All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect or professional designer unless otherwise approved by the Committee. All fill brought onto the Lot must be approved by the Committee prior to placing on Lot. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, no site or dirt work shall be commenced, and no exterior addition to or change or alteration shall be made until the Plans and Specifications therefor shall have been submitted to and approved by the Architectural Control Committee. Construction of any structure approved by the Committee shall be commenced within six months of such approval or the approval shall be null and void and of no further effect and such plans and specifications must then be resubmitted for approval."

Please submit the following information by email to:

Paradise on the Guadalupe ACC
info@neighborhoodco.com
acc@paradisetxowners.com

Address of proposed new structure: _____Canyon Lake, TX 78133

Lot Number: _____Unit Number: _____

Description of proposed structure:

_____

Square Feet: 1st floor _____2nd floor_____ Total living _____

Include the following with this application:

( ) Builder Approval Letter – Builders **must** be ACC approved **prior** to submitting new home plans.

( ) Builder Packet

( ) Construction Deposit Check for $5,000 payable to Paradise on the Guadalupe POA (separate check)

( ) ACC Review Fee Check for $250 payable to Paradise on the Guadalupe POA (separate check) Non-refundable

( ) PDF - Site plan showing entire lot with existing structures, and site of proposed structure.

- Site plan must include **ALL** setback measurements (front, rear, sides, driveway)
- Include buried propane tank location (if applicable).
- Include all masonry screening wall plans and locations for AC units, trash cans and pool equipment. These masonry walls must block views from street view and abutting neighbors (sides and rear). These walls are also intended to project equipment noise upwards instead of outwards.

( ) PDF - Home plans

- Include the ratio percentage of exterior materials (stone, stucco, board & batten) being used for each elevation (front, rear, right side, left side).
- Include elevations of all faces of proposed structure.
- Include all structure heights.

( ) Description and color photos of all exterior materials to be used. Please submit colors on photographic paper. (Rock, paint, stucco, roof, doors, garage doors, etc.)

( ) Description and color photos of all exterior lighting fixtures. Fixtures must comply with Dark Sky Policy.

( ) Driveway access/culvert design (please complete Driveway Permit application)

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A full-size set of plans (24x36) must be received at the address below along with the

Construction Deposit check and ACC Review Fee check:

Paradise on the Guadalupe ACC
c/o The Neighborhood Company
1118 Vintage Way
New Braunfels, TX 78132

* Please note that applications that lack required documents or details will be returned.

OWNER INFORMATION

Owners Name (print please): _____

Owners Phone: (Cell) _____(Alt) _____

Owners Mailing Address: _____

Owners Email Address: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

BUILDER INFORMATION

Builders Name (print please): _____

Builders On-Site Rep: _____

Builders Phone: (Office) _____(Cell) _____

Builders Mailing Address: _____

Builders Email Address: _____

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PARADISE ON THE GUADALUPE
PROPERTY OWNERS ASSOCIATION

DRIVEWAY APPLICATION

IN PARADISE ON THE GUADALUPE SUBDIVISION

Owners Name (please print): _____

Owners Phone: (Cell) _____(Alt) _____

Owners Mailing Address: _____

Owners Email Address: _____

Property Information:

Property Address: _____

Lot: _____ Unit: _____

Contractor Information:

Contractors Name (please print): _____

Contractors On-Site Rep: _____

Contractors Phone: (Office) _____(Cell) _____

Contractors Mailing Address: _____

Contractors Email Address: _____

Pursuant to the Paradise on the Guadalupe Restrictions:

3.22 <u>Driveways</u>. Prior to constructing any driveway, Owners must submit an application with the Architectural Control Committee and must comply with the rules established for such roads by the Architectural Control Committee. Applications will be available upon request. Temporary, caliche roads shall not be allowed. All driveways are required to have no less then ten (10) feet of stamped and dyed concrete or stone over any culvert portion of the driveway and all driveways must be designed by a professional engineer and include such engineer's seal.

The Architectural Control Committee has established that all driveways in Paradise on the Guadalupe will be constructed out of concrete. Special permission must be requested from the Architectural Control Committee for any other type of driveway material application. Please submit request in writing and include with this application.

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Driveway Information:

Driveway type: _____

Driveway length: _____

Driveway width: _____

Culvert Information:

Diameter: _____

Length: _____

Number of Culverts: _____

Driveway first ten (10) feet Information:

Application type – (check one)

Stamped & Dyed _____

Stone _____

Total application length: _____

Survey of driveway: Attach as Exhibit A – No permits will be given without surveys and/or drawings attached. The Architectural Control Committee may ask for additional information in evaluating the information.

The Architectural Control Committee does not warrant or guarantee the work performed on the driveway. All such warranties and guaranties are expressly disclaimed.

Lot Owner(s): (All lot owners should sign)

_____ Date: _____

_____ Date: _____

Contractor, Engineer or other Certified Professional:

Name: _____ Date: _____

Title: _____

Signature: _____

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

CONSTRUCTION GUIDELINES

1. Construction Work Hours

Monday thru Friday	7:00AM-7:00PM
Saturday	9:00AM-5:00PM
Sunday & Holidays	No construction allowed

Please contact ACC for any requested exceptions to these hours.

2. Pre-Construction On-site Requirements

a. **Dumpster** – A commercial dumpster and covered trash containers will be placed on site PRIOR to starting construction. All trash will be kept on site, either in dumpster or windproof trashcans and emptied regularly. Builder will regularly inspect surrounding area to assure windblown trash is picked up.

b. **Port-o-let** – Port-o-lets will be placed on site at least 50 feet back from existing roads and lot lines PRIOR to start of construction and during all phases of construction.

c. **Builder Sign** – Approved builder sign will be installed on site PRIOR to start of construction.

d. **Wash-out site** – Builder is responsible for establishing a washout site on Owners lot for any concrete work/deliveries. All washouts will be removed or appropriately covered prior to builder deposit being returned. Site to be identified **PRIOR** to pouring of slab.

e. **Construction Drive** – On site construction drive must be present prior to start of construction. First 15 feet from street must be bull rock. Remainder of drive to front of garage must be 1.5" road base.

f. **Culvert** – Temporary culvert must be present prior to start of construction when bar ditch or drainage is present. Culvert is to accommodate water flow not to impede or facilitate water in ROW. Minimum 12" temporary culvert that will be replaced with permanent culvert at end of construction. Sloped ends with head walls.

g. **Road Photos –** Provide current photos of roads in front of job site for reference prior to start of construction. Submit to ACC.

h. **Security –** All construction sites must have an active security camera.

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i. **Temporary Fencing –** All construction sites/lots must have temporary construction fencing to identify the right, left and rear lot lines. This fencing will prevent ALL construction activities, vehicles and equipment from crossing onto neighboring lots.

3. Clean Work Sites

a. Builder agrees to keep jobsite clean and not to encroach in ROW or over adjacent property lines. This includes placement of dumpsters and port-o-lets. Temporary fencing is allowed and suggested to keep construction activities limited to job site.

4. Clean Roads

a. Builder shall notify developer of all high traffic events, such as "pour dates" for slabs, with not less than 72 hours' notice of activity date.
b. Builder shall keep roads free of debris, dirt and mud on all subdivision roads and construction site. All off-loading is to be done on construction drive and not in roadways. This includes all equipment and materials.
c. Damage to existing roads or other development infrastructure. Repairs shall be made by ACC contractor of choice and cost of repair will be passed on to Builder/Contractor for reimbursement for repairs. Cold mix patches or other builder solutions are NOT acceptable for road repairs.

5. Builder Responsibility

a. Builder is responsible for all 3rd, yet related, parties to the construction site.
b. Builder is responsible for coordinating all sub-contractors and limiting their access to Paradise as being specific and direct to work at this jobsite. Builder shall be responsible for subs going **DIRECTLY** to jobsite and **DIRECTLY** to exit.
c. Access to Park by builder or sub-contractors is **PROHIBITED**.
d. Builder shall oversee and manage contractors and shall maintain responsibility for their performance and conduct while within the boundaries of Paradise.
e. Builder shall ensure all sub-contractors comply with all applicable laws, including the 30-mph speed limit with Paradise.
f. Foul language and loud music not permitted on job site.

6. Fire Prevention

a. Two (2) fire extinguishers shall always be onsite when open flames or welding are taking place.
b. A suitable receptacle fill with sand or water shall be used for cigarette butts.
c. Vehicles must park and stay on paved roads or use the home's construction drive.

d. Welding projects must have a water receptacle, such as a tank and hose, near the active project.
e. No burning of rubbish, debris or vegetation without notifying the Management Company 24 hours in advance AND having adequate fire safety procedures in place to monitor fire. See Restrictions for required notice and inspection by Local Fire Department prior to burning.

7. Builder Sign

a. The ACC may allow Builder to place one (1) professionally made sign on the building site during the construction process not to exceed 32”x32’’.
b. The appearance of this sign must comply with the approved Builder Sign template included with the Builder Sign Agreement.
c. The ACC approved Builder sign shall be placed no closer than twenty-five (25) feet from any front, side or rear property line and shall be mounted on 4x4 posts or skid and painted either white or dark brown. Bottom of sign must be 40” from ground.
d. Sign to be removed upon completion of the project and prior to return of Construction Deposit.

8. Form Survey

a. Form survey shall be sent to Architectural Control Committee prior to slab being poured.
Email to: info@neighborhoodco.com, acc@paradisetxowners.com

By signing below, I represent and acknowledge that I have read, understand and will comply with the Construction Guidelines set forth herein. Further, I agree to pay any fine associated with my violation of the Construction Guidelines and/or rules, regulations and restrictions adopted by the Architectural Control Committee or Board of Directors of the Association.

Builder: _____ Date: _____

Builders On-Site Rep: _____Date: _____

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By signing below, I represent and acknowledge that I have read, understand and will require my builder to comply with the Construction Guidelines set forth herein. I understand and agree that if my builder does not follow the Construction Guidelines and/or rules, regulations and restrictions adopted by the Architectural Control Committee or Board of Directors of the Association, I, as the lot owner, will be responsible for the payment of all fines.

Property Owner: _____Date: _____

Property Owner: _____Date: _____

Lot: _____ Address: _____

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

CONSTRUCTION DEPOSIT AGREEMENT

With the submission of any new home construction plans, the Builder or Owner of the Lot shall pay a $5,000 construction deposit made payable to the Paradise on the Guadalupe Property Owners Association. This deposit shall be to guarantee that the Owner of the Lot, as well as any Contractor or Subcontractor, adheres to the provisions of the Paradise Restrictions & Construction Guidelines.

Upon completion and inspection of the new home construction, the deposit shall be returned to the person or entity which deposited the funds only after the following conditions have been met:

1. The Owner of the Lot, all Contractors & Subcontractors have complied with all Construction Guidelines & Restrictions and has not incurred any clean-up or damage charges by the ACC.
2. The Owner of the Lot, all Contractors & Subcontractors have no outstanding fines due to violations from the Fines Process.
3. Landscape plans have been submitted and approved by ACC. Owner's rendering is acceptable.
4. The ACC has conducted a formal onsite inspection of the exterior of the home and a Certificate of Compliance has been issued.

Any fines or invoices for clean-up, damages, etc. that had to be performed by Paradise on the Guadalupe Property Association, will be deducted from the $5,000 deposit. If the deposit is insufficient to pay for fines, damages, clean-up, etc., the Builder and/or Homeowner/Lot Owner agrees to pay balance due within ten (10) days of Paradise on the Guadalupe Property Association's itemized statement of the account to the Builder.

I have read and understand the Construction Deposit agreement:

Builder: _____ Date: _____

Builder: _____ Date: _____

Property Owner: _____ Date: _____

Property Owner: _____ Date: _____

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CONSTRUCTION DEPOSIT RECEIPT

Paradise on the Guadalupe Property Owners Association acknowledges receipt of the sum of $5,000 (Construction Deposit) from _____(Owner or Builder), in connection with the home construction on Lot _____, _____(Address), in Paradise on the Guadalupe. The deposit will be held by Paradise on the Guadalupe Property Owners Association without interest until the Builder has completed the above home construction and the ACC has completed an inspection and issued a Certificate of Compliance.

Received from: _____

Amount: _____Check #: _____

Receipted by ACC: _____Date: _____

Receipted by POA: _____Date: _____

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

CONSTRUCTION DEPOSIT REFUND PROCESS

TO BE SUBMITTED UPON COMPLETION OF HOME

DO NOT SUBMIT IN BUILDER PACKET

The Builder has completed the home construction on the address below and we are requesting a Certificate of Compliance and the refund of the $5,000 Construction Deposit.

Date: _____

Property Owner: _____

Builder: _____

Lot: _____Address: _____

Please email this request to: Paradise on the Guadalupe ACC
info@neighborhoodco.com
acc@paradisetxowners.com

The following conditions have been met to apply for Certificate of Compliance and return of Construction Deposit.

1. The Owner of the Lot, all Contractors & Subcontractors have complied with all Construction Guidelines & Restrictions and has not incurred any clean-up or damage charges by the ACC.

2. The Owner of the Lot, all Contractors & Subcontractors have no outstanding fines due to violations from the Fines Process.

3. Landscape plans have been submitted and approved by ACC. Owner's rendering is acceptable.

The ACC will conduct a formal Onsite Inspection of the exterior of the home and a Certificate of Compliance will be issued if all items on the attached Inspection Checklist are approved.

You will be contacted upon receipt of this request to schedule the Onsite Inspection.

Please provide your preferred contact to schedule the inspection date and time?

Name: _____

Email: _____or Phone: _____

INSPECTION CHECKLIST

for Certificate of Compliance

USED BY ACC UPON COMPLETION OF HOME.

DO NOT SUBMIT IN BUILDER PACKET

Property Owner: _____

Builder: _____

Lot: _____Address: _____

REQUIRED INSPECTION ITEMS	Yes/No	Comments
Landscape Plans submitted to ACC		
Variance granted & recorded		
Variance built to compliance		
Debris & Trash removed		
Dumpsters Removed		
Porta-potty Removed		
Builder Sign Removed		
Any Road Damage		
Any Debris in Road		
Driveway built to specs as submitted		
Culvert installed to specs as submitted		
Drainage does not affect adjacent lots		
Screening walls installed for AC units, pool equipment and trash cans		
Additional improvements placed or under construction		

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

GATE CODE AGREEMENT for BUILDERS
IN PARADISE ON THE GUADALUPE SUBDIVISION

All gate codes should be kept confidential and not given to third parties not associated with an approved Construction Project. Upon approval of construction project, you will be issued a personal individual Builder gate code for your specific Construction Project. This code is to be used for all contractors & sub-contractors associated with the project listed below. Builder is responsible for coordinating all sub-contractors and limiting their access to Paradise as being specific and direct to work at this jobsite.

Builders are responsible for subs going directly to jobsite and directly to exit.

Property Information:

Owners Name (please print): _____

Property Address: _____

Lot: _____ Unit: _____

Builder Information:

Builders Name (please print): _____

Builders Phone: (Office) _____(Cell) _____

Builders Email Address: _____

Gate Code Issued

Main Entry Gate: _____

Gate Code will only work during these Construction Hours

Monday thru Friday	7:00AM-7:00PM
Saturday	9:00AM-5:00PM
Sunday & Holidays	No Construction

Please contact ACC for any requested exceptions.

UNOFFICIAL DRAFT

By signing below, I agree that I have read, understand and will comply with the above Builder Gate Code Agreement.

Builder: _____ Date: _____

Builders On-Site Rep: _____Date: _____

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

BUILDER SIGN AGREEMENT
IN PARADISE SUBDIVISION

The ACC shall allow Builder to place one (1) professionally made sign on the building site during the construction process. This sign shall not be placed closer than **twenty-five (25) feet** from any front, side or rear property line. The appearance and size (32”x32”) must comply with the approved Builder Sign template and shall be mounted on 4x4 posts or skid which must be painted either dark brown or white. Bottom of sign should measure 40” from bottom of sign to ground. Sign shall be removed by the builder upon completion of the project.

Property Information:

Owners Name (please print): _____

Property Address: _____

Lot: _____ Unit: _____

Builder Information:

Builders Name (please print): _____

Builders Phone: (Office) _____(Cell) _____

Builders Email Address: _____

By signing below, I agree that I have read, understand and will comply with the above Builder Sign Agreement.

Builder: _____ Date: _____

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Builder Sign Template





Builder Info

Owner Info

4x4 post

or skid

Painted white or dark brown

Sign mounted on posts or skid

40” inches

Bottom of Sign to Ground

Version 11.19.24

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Paradise on the Guadalupe

Construction Checklist

Lot # _____Address _____

Lot Owner _____Phone # _____

Builder _____Phone # _____

Superintendent _____Phone # _____

Start Date _____

Completion Date (12 months from pour date) _____

Is a Variance Requested? YES _____NO _____

If yes, variance status _____

New Home Submission Checklist

Builder Affidavit
Application for New Structure
Driveway Permit Application
Construction Guidelines
Construction Deposit Agreement
Construction Deposit Check $5,000 (Payable to Paradise POA)
ACC Review Fee Check $250 (Payable to Paradise POA)
Gate Code Agreement
Builder Sign Agreement
Gate Code Issued (After Final ACC approval)

Builder Signed & Submitted	Owner Signed & Submitted	ACC Received/ Issued
	■	
■	■	

Pre-Construction On-Site Requirements

Dumpster
Port-o-let
Wash Out Site - Identified PRIOR to Pour
Construction Drive
Culvert - Temporary
Security Camera
Temporary Fencing - side and rear lot lines
Builder Sign Installed
Form Survey
Pour Date (email ACC 72 hrs notice) _____
Photos of road in front of job-site **prior to construction** for reference (email to ACC)

Builder	ACC	RECEIVED
		■
		■
		■
		■
		■
		■
		■
		■

ACC EMAIL ADDRESS

info@neighborhoodco.com, acc@paradisetxowners.com

Version 11.19.24

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PARADISE ON THE GUADALUPE POA
BUILDER'S AFFIDAVIT

Address Legal Description: _____

Property Owner Name: _____

Builder: _____

THE STATE OF TEXAS *
COUNTY OF COMAL *

BEFORE ME, the undersigned authority, on this day personally appeared _____(*Name*), _____ (*Title*) of _____(*Builder Name*), personally known to me to be the person whose name is subscribed hereto and upon his oath depose and say:

1. Does or has the Builder gone by any other names or DBA's in the past (5) five years? _____

If so, please list: _____

2. The Builder has been in business for_____yearsand has built the followinghouses in the last (2) two years:

a. Owner _____

Address_____

City_____State_____Zip_____

Phone Number _____

b. Owner _____

Address_____

City_____State_____Zip_____

Phone Number _____

c. Owner _____

Address_____

City_____State_____Zip_____

Phone Number _____

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3. The Builder has built the following homes in Paradise on the Guadalupe:

a. Owner _____

Address_____

City_____State_____Zip_____

Phone Number _____

b. Owner _____

Address_____

City_____State_____Zip_____

Phone Number _____

c. Owner _____

Address_____

City_____State_____Zip_____

Phone Number _____

4. Following are three (3) references that may be contacted regarding the Builder's work and financial ability to complete the residence:

1. **FINANCIAL – BANK**

Name_____

Business_____

Nature of Business _____

Phone Number: _____

2. **CONTRACTOR/VENDOR**:

Name_____

Business_____

Nature of Business _____

Phone Number _____

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3. **CONTRACTOR/VENDOR**:

Name_____

Business_____

Nature of Business _____

Phone Number _____

5. During the last two (2) years, the Builder has received the following notices from any Association, Architectural Control Committee, or any Association's management group regarding the Builder's construction activities:

_____

_____

_____

The Builder represents that these are the only notices the Builder has received in the last two (2) years.

6. The Builder owes/has paid the following amounts to any Association, Architectural Control Committee, or any Association management group over the last two (2) years for violations of Restrictions:

_____

_____

_____

7. During the last two (2) years, the Builder has not received any notices regarding violations of any rules, ordinances, statues or regulations of any governmental agency. If so, please list:

_____

_____

_____

8. There are no proceedings in bankruptcy or receivership, that have been instituted by the Builder, or against the Builder, and the Builder has never made an assignment for the benefit of creditors. If so, please list:

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9. No affidavit of lien, pending liens, or other instrument claiming that the Builder owes money has been filed and not released in the past five (5) years. If so, please list all liens, pending liens or other instruments, pending settled or released in the past five (5) years.

10. List any construction related court case(s) pending or resolved naming Builder as defendant within the past five (5) years.

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This Affidavit is made pursuant to the Paradise on the Guadalupe Restrictions as an inducement to be allowed to build in the community. It is understood by the Affiant that any misrepresentation in this Affidavit will allow the Architectural Control Committee to disapprove Builder approval by Affiant or completely ban Builder from building in the community. All information contained in this affidavit is true and correct in all respects.

Signature: _____

Printed Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME , this the _____day of _____, 20____.

_____
NOTARY PUBLIC, STATE OF TEXAS

Notary's Printed Name:

_____

My Commission Expires: _____

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

BUILDER APPROVAL
IN PARADISE ON THE GUADALUPE SUBDIVISION

The Declaration of Covenants, Conditions and Restrictions governs new structures, buildings, etc. in the subdivision. Article VI, paragraph 6.7 Approved Builder, says:

"In order to ensure quality construction within the Subdivision, the Owner must submit in writing the name of Owner's proposed builder, together with any other information set forth in the Design Guidelines and/or requested by the Architectural Control Committee, prior to the commencement of any construction. All builders must be Approved Builders and may be approved on a Lot by Lot basis. The Architectural Control Committee will have full discretion on which builders are Approved Builders and/or Featured Builders. By giving approval, the Architectural Control Committee makes no guaranties or representations of the performance of the Approved Builder or Featured Builder.

Any builder (which term includes but is not limited to laborers, mechanics, artisans, subcontractors or suppliers) which repeatedly violates the Restrictions and requirements of the Declaration or Design Guidelines, or has complaints about noncompliance with other subdivision restrictions, rules or design guidelines, or receives complaints from Lot Owners may be barred, at the Architectural Control Committee's sole discretion, from building in the Subdivision."

The Paradise Architectural Control Committee requires all Builders, on a Lot by Lot basis, to submit the Builder Affidavit for review and/or approval prior to submitting home plans for ACC review. Builder approvals are valid for 6 months for the specific build in which they are approved for.

Please complete and submit this form and the Builder Affidavit by email to:

Paradise on the Guadalupe ACC
info@neighborhoodco.com,
acc@paradisetxowner.com

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/18/2025 10:22:00 AM
TAMMY 29 Pages(s)
202506004539

Address of proposed build _____Canyon Lake, TX 78133

Lot Number: _____Unit Number: _____

Builder Name: _____

Builder Contact Name: _____Phone: _____

Builders Email Address: _____

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After Recording Return To:
Winstead PC
600 W. 5th St., Ste. 900
Austin, Texas 78701
avaldes@winstead.com

PARADISE ON THE GUADALUPE

Comal County, Texas

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

SUPPLEMENTAL POLICIES

[2025 LEGISLATIVE UPDATES]

Reference the Declaration of Covenants, Conditions, and Restrictions for Paradise on the Guadalupe recorded as Doc. No. 202106042711 in Comal County, Texas. The policies contained herein supplement and amend previously adopted policies for Paradise on the Guadalupe Property Owners Association.

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

SUPPLEMENTAL POLICIES

[2025 LEGISLATIVE UPDATES]

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TAB 1

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

AMENDMENT TO THE BYLAWS

Member Meetings – Format

1. **Format – In-Person and Electronic Meetings**. A meeting of the members of the Association, including any annual meeting or special meeting, may be held in person or by electronic or telephonic means. Any electronic or telephonic meeting must comply with the requirements of Section 6.002 of the Texas Business Organizations Code.

   a. **In-Person Meetings**. "In person" shall mean a member's physical attendance at a meeting of the members of the Association.

   b. **Electronic Meetings**. "Electronic meeting" shall mean a meeting conducted using a suitable electronic communications system, such as videoconferencing technology (e.g., using ZOOM or Microsoft Teams).

   c. **Meetings Called for by Member Petition**. For any meeting of the members of the Association that has been called for by the Association's members who have petitioned for such a meeting in accordance with applicable law and, as applicable, the Association's governing documents, the Board of Directors may determine the format by which the meeting will be held.

2. **Notice of Format and Means of Access**. For any meeting of the members of the Association, the Association's required notice to its members must specify the format of the meeting. Depending on the format, the following information must be provided:

   a. **In-Person Meeting Location Information**. If the meeting is an in-person meeting, the Association's notice to its members must specify the location of the meeting.

   b. **Electronic or Telephonic Meeting Login Information**. If the meeting is an electronic or telephonic meeting, the Association's notice to its members must include information as to how a member may participate. For example, a meeting conducted via the ZOOM technology platform must include the meeting link or access number as well as any necessary login and password information.

3. **Additional Notice Requirements Pertaining to Voting**.

   a. **Election or Vote Taken at a Meeting**. For an election or vote taken at the Association's meeting of its members, not later than the 10th day or earlier than the 60th day before the date of the election or vote, the Association shall give written notice of the election or vote to its members.

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

Member Meeting Voting Methods

1. **Permissible and Required Methods of Voting**.

a. **Permissible Methods of Voting**. Subject to Subsection (b) below, the voting rights of a member of the Association may be cast or given: (1) in person or by proxy at a meeting of the property owners' association; (2) by absentee ballot; (3) by electronic ballot in accordance with this section; or (4) by any method of representative or delegate voting provided by the Association's governing documents.

b. **Required Method of Voting**. In addition to any voting methods the Association is required to provide under its governing documents, the Association must allow its members to vote by one of the following methods: (1) absentee ballot; (2) proxy; or (3) electronic ballot.

c. **Absentee or Electronic Ballot and Quorum Requirements**. An absentee or electronic ballot: (1) may be counted as a member present and voting for the purpose of establishing a quorum only for items appearing on the ballot; and (2) may not be counted, even if properly delivered, if the member attends any meeting to vote in person, so that any vote cast at a meeting by a member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal.

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

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TAB 2

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

ARCHITECTURAL REVIEW POLICY SUPPLEMENT
[REVIEWER ELIGIBILITY, NOTICE, AND HEARING REQUIREMENTS]

Architectural Review Committee – Statutory Post-Development Period Requirements

1. **Solicitation of Candidates**. At least ten (10) days before selection of a person to serve as an architectural review committee member or before a meeting is held for such purpose, the Association must provide a solicitation notice to its members.

2. **Solicitation Notice Requirements**. The solicitation notice must comply with the following requirements:

   a. **Notice Methods**. The solicitation notice must be provided: (1) by mail to each member; or (2) by sending notice by e-mail to each member who has registered an e-mail address with the Association and by: (i) posting the notice on any website maintained by the Association; or (ii) by posting the notice in a conspicuous manner reasonably designed to provide notice the Association's members in a place located on the Association's common area property or on other conspicuously located privately owned property within the subdivision with the property owner's consent.

   b. **Notice Content and Timing Requirements**. In addition to any information the Association desires to provide regarding service as a member of the architectural review committee, the Association must include, within the solicitation notice, instructions for a person to notify the Association of the person's interest in serving as a member of the architectural review committee. The notice must also include the date by which the person's notification must be received by the Association, and the date may not be a date earlier than the tenth (10^{th}) day after the Association provides the required notice.

3. **Eligibility to Serve**. Except as provided in Section 4 below, a person may not be appointed or elected to serve on the architectural review committee if the person is: (a) a current Board member; (b) a current Board member's spouse; or (c) a person residing in a current Board member's household.

4. **Selection**. A person may not be selected to serve as a member of the Association's architectural review committee unless the person has timely notified the Association of the person's interest in serving on the committee; however, if a vacancy on the architectural review committee remains after the list of candidates who provided timely notice has been exhausted, the Association may appoint any person to fill the vacancy,

including: (a) a current Board member; (b) a current Board member's spouse; or (c) a person residing in a current Board member's household.

Architectural Review Committee Denial and Hearing Requirements

1. **Denial Information**. Written notice of a denial must be provided to an owner by certified mail, hand delivery, or electronic delivery. The denial notice must describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval. The denial notice must also inform the owner that the owner may request an appeal hearing before the Board by providing such a request on or before the thirtieth (30th) day after the date the notice was mailed to the owner.

2. **Appeal Hearing Notice and Timing Requirements**. If the Board is properly notified of an owner's request for an appeal hearing, the hearing must be held not later than the thirtieth (30th) day after the date the Board receives the owner's request. Notice of the appeal hearing must be provided to the owner at least ten (10) days before the date of the hearing. The notice must inform the owner of the date, time, and place of the hearing. Only one (1) hearing is required.

3. **Hearing Procedures**. During the appeal hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided with the opportunity to: (a) discuss and verify facts; (b) resolve the denial of the owner's application or request for the construction of improvements; and (c) discuss and address changes, if any, requested by the architectural review committee in the notice provided to the owner. The Board or the owner may request a postponement for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Association or the owner may make an audio recording of the meeting, and the Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's declaration. Recording of the hearing by either party shall be disclosed before the hearing begins. The hearing may be conducted as per **Exhibit A**, which contains a suggested format for the hearing.

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TAB 2 - EXHIBIT A

ARCHITECTURAL DENIAL HEARING PROCEDURES

I. Introduction:

Association Rep: The Board has convened to conduct a hearing for the appeal of the denial of a request for architectural approval

This hearing is being conducted as required by Chapter 209 of the Texas Property Code and it is an opportunity for the Board and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Board will communicate its decision to the owner during or after the hearing.

II. Presentation of Facts:

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the architectural approval request and the related denial, and to present any information the Association wishes to offer. After the Association's representative has finished, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal.

[Presentations]

III. Discussion:

Association Rep: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the matter.

IV. Resolution:

Association Rep: [Announce any agreement or resolution or state the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing will be adjourned.

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TAB 3

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION

SUPPLEMENTAL ARCHITECTURAL GUIDELINES

Background. The following supplemental architectural guidelines have been adopted to incorporate amendments to the Texas Property Code.

1. **Security Fencing**. To the extent a property owner is authorized by law to install security fencing, the following provisions shall supplement the Association's requirements:

   a. **Application Required**. An owner shall still be required to submit a request for architectural approval in accordance with the Association's architectural review requirements for the construction or installation of improvements.

   b. **Fencing and Gate Requirements**. The Association has reserved the right to regulate the type of fencing an owner may install. In addition, fencing may not obstruct: (1) a license area as defined by a written license agreement or plat; (2) a sidewalk in the public right-of-way or otherwise installed for public or community use; or (3) a drainage easement or drainage area. A driveway gate must be set back at least ten feet (10 ft). from the right-of-way if the driveway intersects with a laned roadway, as defined by Section 541.302 of the Texas Transportation Code. Fencing in front of the front-most building line of a dwelling is prohibited. Front yard fencing and perimeter fencing is discouraged. However, to the extent an owner is authorized or permitted to install security fencing in the front yard area or perimeter security fencing that extends into the front yard area of the owner's property, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: Pickets ¾" square; Rails 1 ½" square; Standard Posts 2 ½" square; Picket Spacing between 3" and 4"; Post Spacing 8' OC; Height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing. An owner may be permitted to install perimeter security fencing or security fencing in front of the front-most building line of a dwelling if the owner provides documentation that owner's residential address is exempt from public disclosure under state or federal law or documentation from a law enforcement agency of the owner's need or enhanced security measures.

2. **Suspension of Fines During Residential Watering Restrictions**. The Association may not assess a fine against an owner for a violation of an applicable restrictive covenant or rule that requires the owner to plant or install grass or turf, or maintain green vegetation or turf, or prohibits discolored or brown vegetation or turf on the property, during a period when the owner's property is subject to a residential watering restriction under which discolored or brown vegetation or turf could reasonably result; and before the

sixtieth (60th) day after the date a residential watering restriction is lifted. "Residential watering restriction" means a temporary restriction of water use to irrigate residential vegetation or turf that is mandated by a municipality, water utility, or other wholesale or retail water supplier as part of a strategy to conserve water during a period of drought.

3. **Solar Energy Devices (Solar Roof Tiles)**. Chapter 202 of the Texas Property Code has been amended to clarify that the definition of "solar energy device" includes solar roof tiles. Accordingly, the Association's restrictions pertaining to solar energy devices shall now apply to solar roof tiles. An application for architectural review must be submitted and approved before the installation of any solar energy device.

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PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION
ACKNOWLEDGEMENT FOR RECORDING

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Michael Schrump of Paradise on the Guadalupe Property Owners Association, and that the foregoing policies are true and correct copies of the policies adopted by the association, acting through its Board of Directors.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the 14 day of November, 2025.

PARADISE ON THE GUADALUPE PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation

By: _____

Name: MICHAEL SCHRUMP

Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on November 14 2025 by Michael Shrump, on behalf of Paradise on the Guadalupe Property Owners Association, a Texas nonprofit corporation, on behalf of said corporation.

[SEAL]

HEIDI KRASNER
Notary Public, State of Texas
Comm. Expires 09-17-2028
Notary ID 135092209

Heidi Krasner
Notary Public Signature

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Bobbie Koepp