

COORDINATE FILE: 25519.CRD
 DRAWING FILE: 25734 CONDO PLAT.DWG
 NOTES: 849 - 56
 TECH/DATE: DDH - 10-20-15
 PROPERTY ID#: 52704

**NAVARRO CROSSING
 CONDOMINIUMS**
 A CONDOMINIUM REGIME
 M. CHERINO SURVEY, A-10,
 GUADALUPE COUNTY, TEXAS

Page 2 of 2

Tract 1

2.471 Acres

25519

849-56

25734-B-G

October 15, 2015

THENCE with the east line of the tract herein described, same being the common line of said Lot 1, Navarro Crossing with that of said 7.115 acre tract, a tract called 5.91 acres in conveyance from Anthony Camareno, et ux to Sarah Berry dated May 6, 2013 recorded in Volume 4079 at Page 195, as follows:

S 00° 18' 25" E, 498.22 feet to a point,

S 00° 03' 05" E, 283.41 feet to the southwest corner of said 7.115 acre tract, northwest corner of said 5.91 acre tract, and

S 00° 19' 03" E, 185.34 feet to the southeast corner of the tract herein described, same being the southeast corner of said Lot 1, Navarro Crossing, lying in the west line of said 5.91 acre tract, being the northeast corner of a tract called 2.002 acres in conveyance from Daniel Allen Schriewer, et ux to Wayman H. DuBose, et ux dated January 16, 2014 recorded in Volume 4184 at Page 679.

THENCE with a segment of the south line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 2.002 acre tract, S 89° 36' 26" W, 25.00 feet to a south corner of the tract herein described.

THENCE continuing with a segment of the south line of the tract herein described, into and across said Lot 1, Navarro Crossing, as follows:

N 00° 19' 03" W, 90.89 feet to a re-entrant corner of the tract herein described,

S 89° 37' 21" W, 575.07 feet to a point,

thence, along a circular curve to the left having a radius of 87.00 feet and a long chord that bears S 72° 11' 34" W, 52.16 feet to a point,

S 35° 13' 04" E, 11.99 feet to a point, and

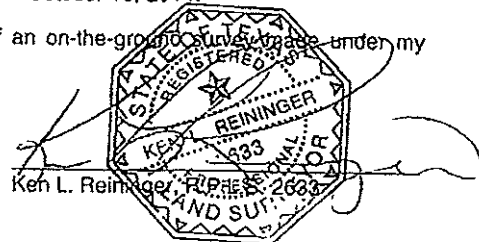
S 00° 23' 34" E, 65.59 feet to a south corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing with that of a tract called 1.00 acre in conveyance from Diamondback Ventures, LLC to Ignacio S. Ontiveros, et ux dated March 11, 2009 recorded in Volume 2719 at Page 734 of the Official Records of said county.

THENCE continuing with the south line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 1.00 acre tract, S 89° 36' 26" W, 108.57 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the southwest corner of the tract herein described, same being the southwest corner of said Lot 1, Navarro Crossing, lying in the north line of said 1.00 acre tract, being the southeast corner of a 17.5 foot right-of-way dedication as per Volume 8, Page 389 of the Map Records.

THENCE with the west line of the tract herein described, same being the common line of said Lot 1, Navarro Crossing with that of said 17.5 foot right-of-way dedication, along a segment of the east line of State Highway 123, N 00° 13' 23" W, 208.91 feet to the **PLACE OF BEGINNING** and containing **2.471 ACRES OF LAND**.

Basis of bearings is Geodetic North based on GPS observation dated October 15, 2014.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision October 15, 2014.



BETTERS WORTH & ASSOCIATES, INC.
 111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
 PH: 830.379.5552 FX: 830.379.5553
 email: ken@beltersworthassoc.com
 ENGINEERING FIRM NO. F-11731
 SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
 CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
 OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
 SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
 INFORMATION REQUIRED
 BY SECTION 82.059 OF THE
 TEXAS PROPERTY CODE

EXHIBIT "B"

**PLAT AND PLANS OF THE PROPERTY
SUBJECT TO THE DECLARATION AND TAX CERTIFICATE**

PAGE 1 OF 16

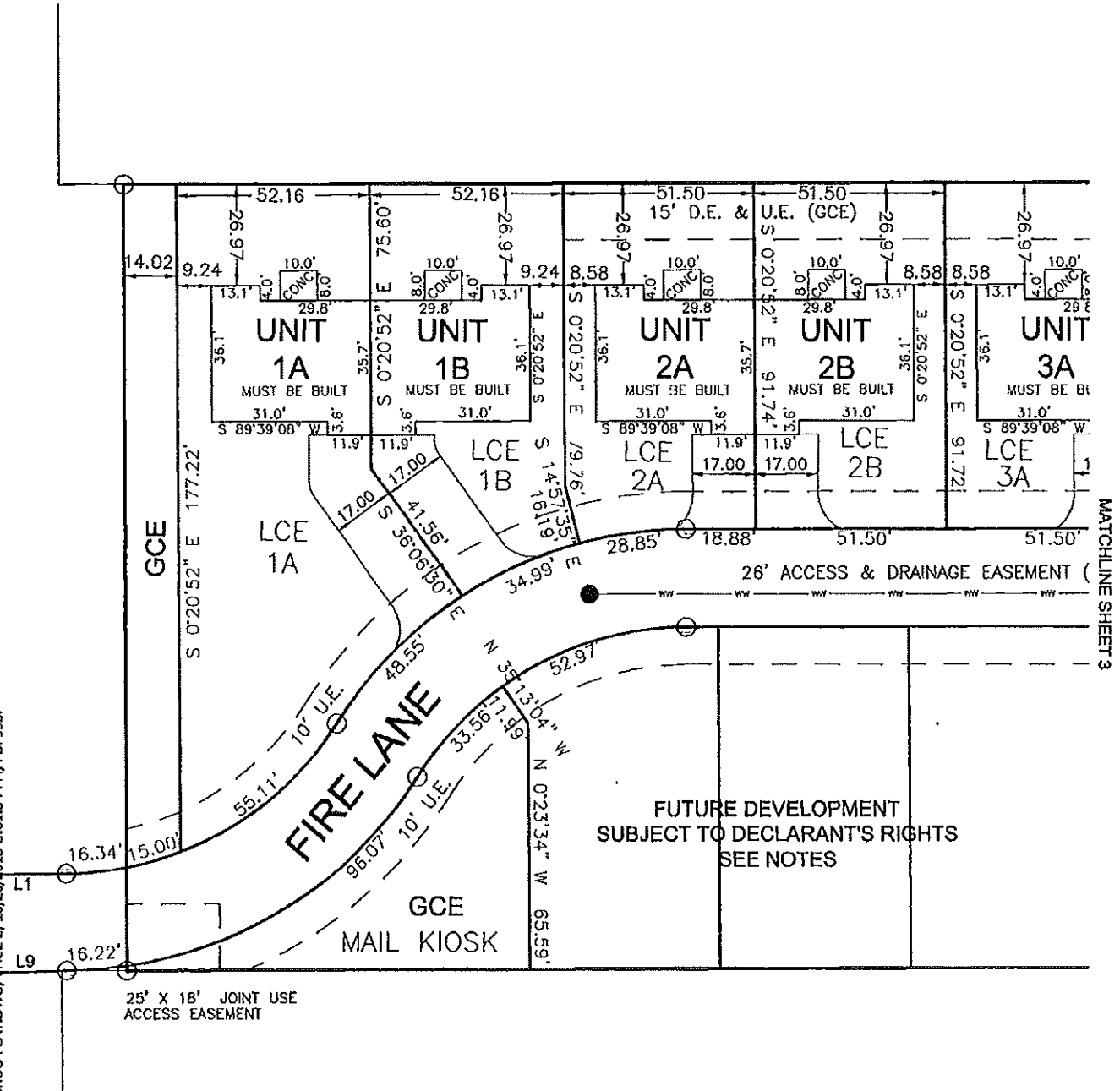
C:\\$DATA\A125734\QINDO PLATOWG, PAGE 1, 10/20/2015 3:00:33 PM, PDF 9931

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704



BASIS OF BEARINGS:
GEODETIC NORTH
GPS OBSERVATION 10.15.14
DATE ORIGINAL SURVEY: 10.15.14

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS



BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@bellersworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2016000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

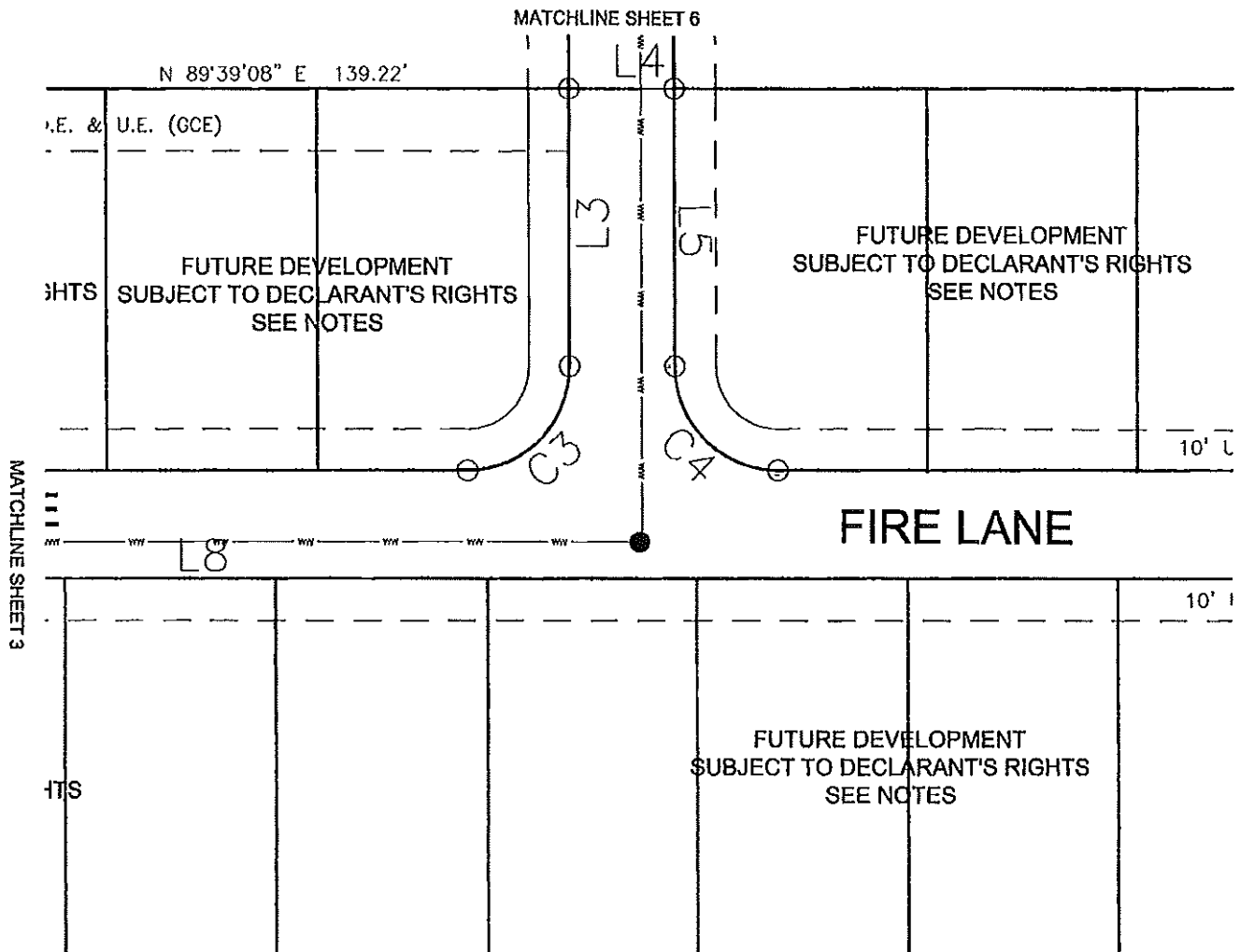
THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS



BASIS OF BEARINGS:
GEODETIC NORTH
GPS OBSERVATION 10.15.14
DATE ORIGINAL SURVEY: 10.15.14



BETTERS WORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@betterworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

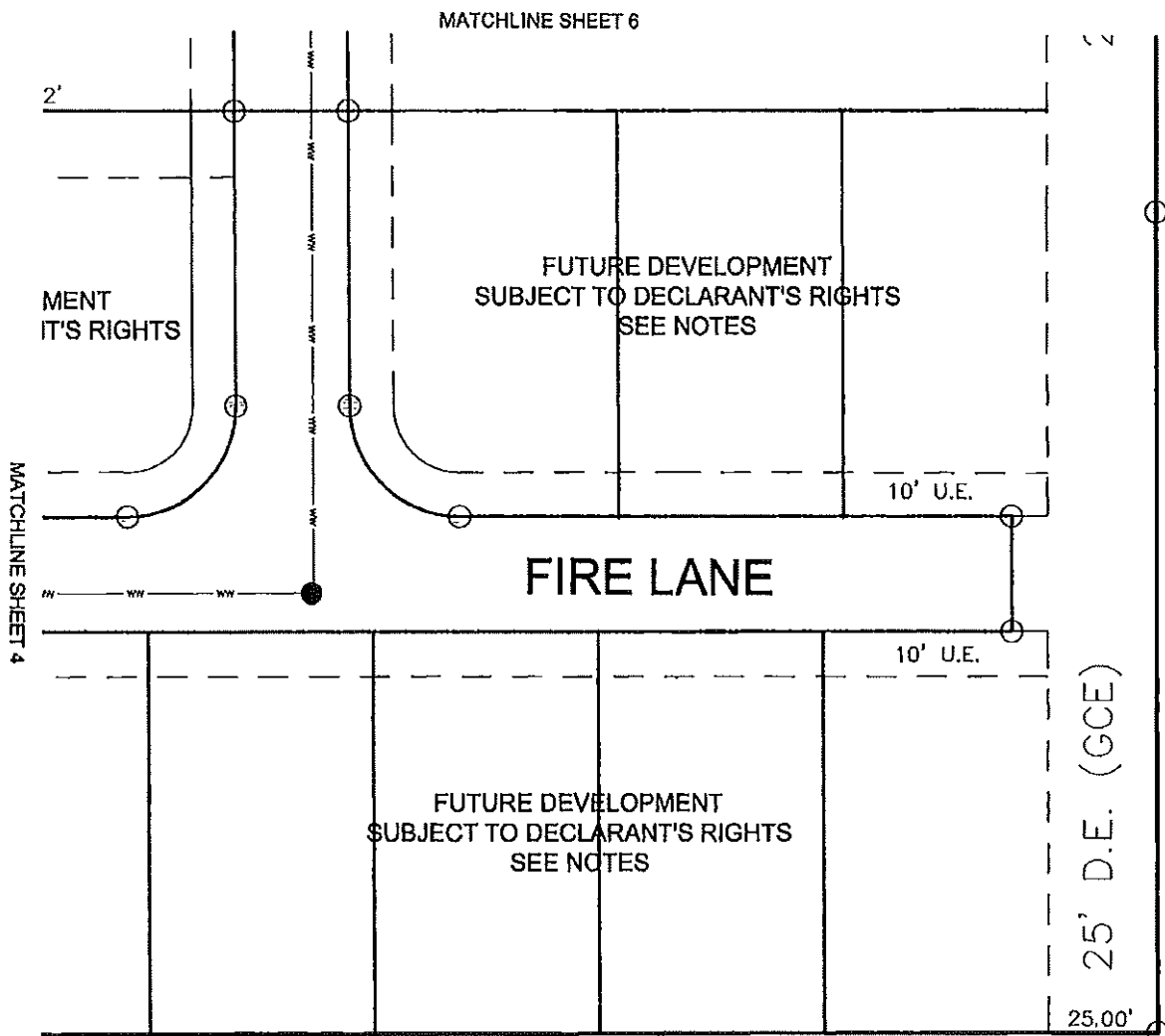
THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS



BASIS OF BEARINGS:
GEODETIC NORTH
GPS OBSERVATION 10.15.14
DATE ORIGINAL SURVEY: 10.15.14



BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@betterworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

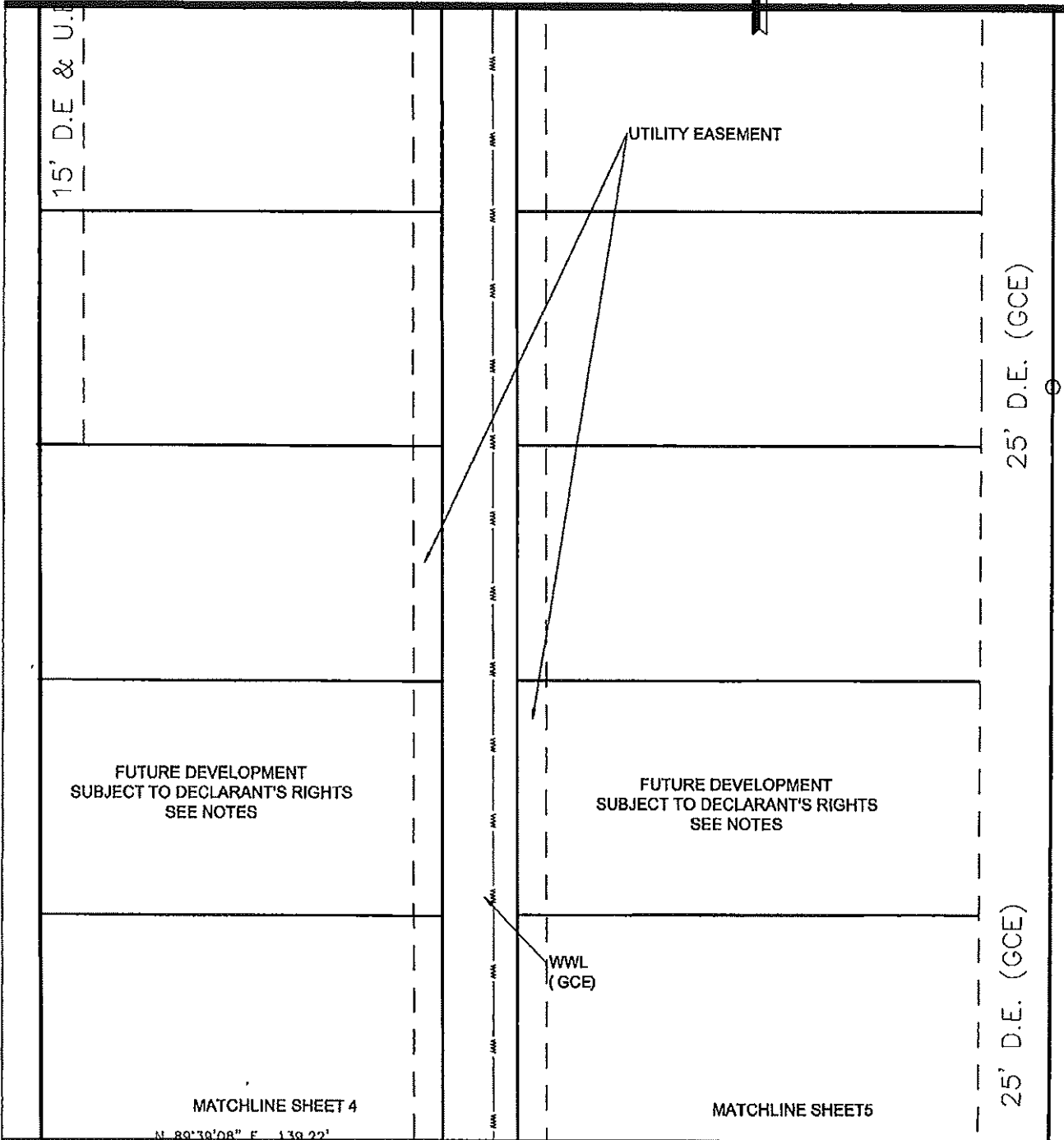
COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704



**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

BASIS OF BEARINGS:
GEODETIC NORTH
GPS OBSERVATION 10.15.14
DATE ORIGINAL SURVEY: 10.15.14

MATCHLINE SHEET 7



BETTERS WORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@betterworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

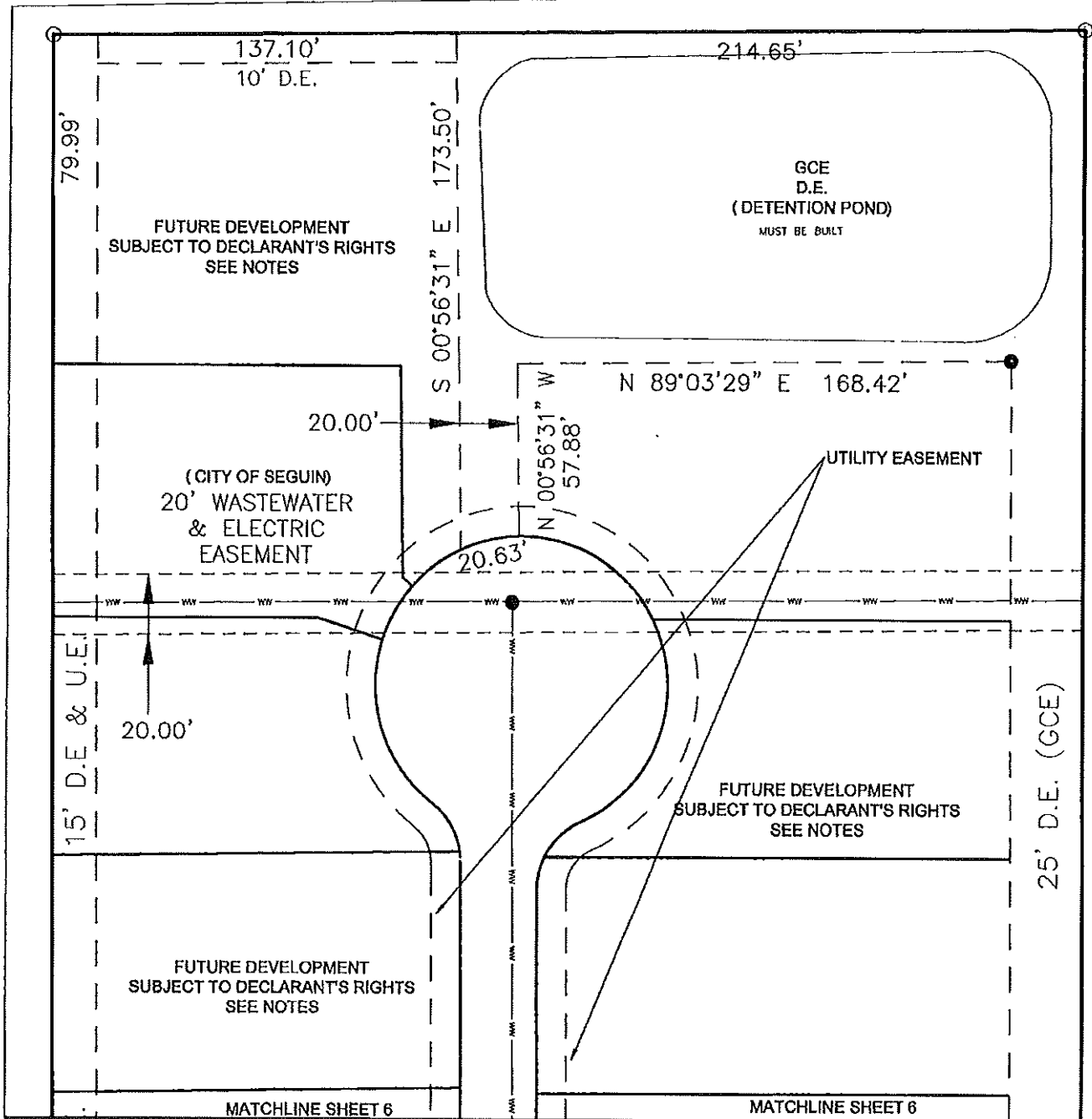
**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,830 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

BASIS OF BEARINGS:
GEODETIC NORTH
GPS OBSERVATION 10.15.14
DATE ORIGINAL SURVEY: 10.15.14

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS



BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@betterworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
REVISED: DDH - 12-4-15 (NOTE CHANGES)
PROPERTY ID#: 52704

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

GENERAL NOTES TO CONDOMINIUM PLAT:
NAVARRO CROSSING CONDOMINIUMS

notes page 1 of 2

1) All improvements and land reflected on the plat are designated as General Common Elements, save and except portions of the regime designated as Limited Common Elements or Units: (i) in the Declaration of Condominium Regime for NAVARRO CROSSING CONDOMINIUMS (the "Declaration") or (ii) on the plots and plans of the regime.

2) Ownership and use of condominium Units is subject to the rights and restrictions contained in the Declaration.

3) Each Unit, Building Limited Common Element and General Common Element is subject to special rights reserved by the Declarant as provided in the Declaration. Pursuant to such provisions, among other things, Declarant has reserved the right to (i) complete or make improvements indicated on the plat or plans, as provided in the Declaration; (ii) exercise any development right permitted by the Texas Uniform Condominium Act (the "Act") and the Declaration including the addition of real property in the regime, which property may be added as units, general common elements and/or limited common elements, as provided in the Declarations; (iii) make the property part of a larger condominium or planned community, as provided in the Declaration; (iv) use units owned or leased by Declarant as models, storage areas, and offices for marketing, management, maintenance, customer service, construction, and leasing of the property, as provided in the Declaration; (v) add or withdraw units to/from the Regime; (vi) appoint or remove any Declarant-appointed officer or director of the Association during the Declarant control period, (as defined in the Declaration) consistent with the Act, as provided in the Declaration

4) Other Rights\Privileges\Reservations for the Declarant or Association:

Other rights\ easements or other privileges reserved to Declarant and or the Association in the Declaration: (a) the right to modify the development plan for the Project; (b) the right of Declarant to appoint members of the ACC; (c) the right to subdivide or combine Units or convert to Common Elements; (d) the right to modify or alter buildings; (e) a reserved easement to inspect improvements and right to correct deficiencies; (f) an easement to make structural changes to models for marketing, etc. and an easement to construct items within the common elements as necessary to build out the Project; (g) Declarant reserved the right to amend the Plat and Plans and to vary the size, shape, physical layout, or location of any unsold or newly created Unit or Units; (h) the right to do what is reasonably necessary or advisable in connection with the completion of any work in the Project, including the right to use easements through the Common Elements as necessary to complete work on the Project; (i) the right to modify the landscaping; (j) the right to create Units, Common Elements or Limited Common Elements within the Condominium; (k) with respect to the Units owned by Declarant, Declarant may make improvements or alterations to the Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium; (l) the right to assign any and all parking spaces in the Project to any Owner as Limited Common Elements and/or to change any and all parking spaces to Limited Common Elements, if any are not already assigned as Limited Common Elements; (m) the right to sell or lease any Unit owned by Declarant. Units owned by Declarant are not subject to leasing or occupancy restrictions or prohibitions contained elsewhere in this Declaration or the other Condominiums Documents; (n) the right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being created or Commonn Elements; (o) the right to provide a reasonable means of access and parking for the homebuying public in connection with the active marketing of Units by Declarant, including the right to require the gates be kept open during certain hours or on certain days; (p) Declarant has reserved the right to add Units to the Regime and create a total of four (4) Units within the Project; (q) Declarant reserves the right to annex additional real property into the Project and the Regime and (r) Declarant reserves the right to resubdivide the Property, amend the subdivision plot covering the Property, modify, alter, or otherwise change the legal or other status or configuration of the Property to grant easements and to otherwise take such action as may be deemed necessary by the Declarant to satisfactorily expand the project or to reduce the size of the Project subject to the Regime and to separate any portion thereof to be owned, held and/or developed separte and apart from the Project or as a different condominium regime.

BETTERSWORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@bettersworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
REVISED: DDH - 12-4-15 (NOTE CHANGES)
PROPERTY ID#: 52704

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

5) EASEMENTS\OTHER RIGHTS

notes page 2 of 2

(a) Declarant reserved an easement over, across and through the Common Elements, for the purpose of ingress and egress, utilities and any other purpose necessary to develop, construct, market and sell any portion of the Project that may be withdrawn from or developed separately from the Regime and to further use and enjoy such separated or withdrawn portions after they are built; (b) Declarant and the Association are granted an easement over the Project, including, without limitation, all Common Elements and the Owner's Unit, for the purpose of ingress and egress, inspection, maintenance, repair, replacement of utilities necessary to develop, construct, market or sell any portion of the Project; (c) Declarant (during the Development Period) and the Association may grant additional permits, licenses, and easements over and across the Units and Common Elements to the extent necessary or required to provide utilities to Units or for other purposes reasonably necessary for the operation of Project. A utility company is granted an easement over the Property for ingress, egress, meter reading, installation, maintenance, repair, or replacement of utility lines and equipment, and to do anything else necessary to properly maintain and furnish utility service to the Project; (d) An easement is created in the Declaration anywhere there are existing utilities within the Project, such easement extending ten feet (10") centered over, in or above the ground over such existing utilities. However, no such easement shall be allowed under the slab of any Unit; (e) For purposes of promoting, identifying, and marketing the Property, Declarant reserves an easement and right to place or install signs, banners, flags, display lighting, potted plants, exterior decorative items, seasonal decorations, temporary window treatments, and seasonal landscaping on the Property, including times and locations that are prohibited to other Owners and residents. Declarant reserves an easement and right to maintain relocate, replace, or remove the same from time to time within the Property; (f) Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned by or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and the Declaration; (g) An easement and right to erect, construct and maintain on and in the Common Elements and Units owned or leased by Declarant whatever Declarant determines to be necessary or advisable in connection with the construction, completion, management, maintenance, and marketing of the Property and (h) An easement and right to make structural changes and alterations on Common Elements and Units used by Declarant as models and offices, as may be necessary to adapt them to the uses permitted herein. Declarant, at Declarant's sole expense, will restore altered Common Elements and Units to conform to the architectural standards of the Property. The restoration will be done within 120 days after termination of the Development Period.

6) Conditions and Limitations

The Notes on this page are paraphrased from the actual language of the Declaration. The Buyer of any Unit should thoroughly review the Declaration for the exact language of each of the reserved rights, easements, privileges or reservations in order to fully understand the powers and authority reserved to Declarant and the Association and the impact it may have on individual Owners, Occupants and Units. This plat does not create easements. Refer to the actual wording of the Declaration to determine the easements that are created by the Declaration. In the event of a conflict between these notes and the wording of the Declaration, the wording of the declaration shall control.

BETTERS WORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@bettersworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

PAGE 9 OF 16

PLAT 25734 CONDO PLAT.DWG - 12/4/2015 2:45:48 PM Add-hr PDF

COORDINATE FILE: 25519.CRD
 DRAWING FILE: 25734 CONDO PLAT.DWG
 NOTES: 849 - 56
 TECH/DATE: DDH - 10-20-15
 PROPERTY ID#: 52704

**NAVARRO CROSSING
 CONDOMINIUMS**
 A CONDOMINIUM REGIME
 M. CHERINO SURVEY, A-10,
 GUADALUPE COUNTY, TEXAS

150 75 0 150 300

SCALE IN FEET



BASIS OF BEARINGS:
 GEODETIC NORTH
 GPS OBSERVATION 10.15.14
 DATE ORIGINAL SURVEY: 10.15.14

CALLLED 2.054 AC.
 FROM JOSEPH E. TAFT, ET UX
 TO WILLIAM E. SCHRIEVER, ET UX
 AUG. 16, 1989
 VOL. 892, PG. 936

LINE DATA TABLE

LINE	BEARING	DISTANCE
L10	S0°20'52"E	91.66'
L11	N00°21'55"W	66.56'
L12	N89°39'08"E	26.00'
L13	S00°21'55"E	66.53'
L14	N00°19'03"W	68.54'
L15	N00°19'03"W	90.89'
L16	S35°13'04"E	11.99'
L17	S00°23'34"E	65.59'

CALLLED 4.009 AC.
 JOE RODNEY HASKINS
 TO PATCH INVESTMENTS, LTD
 FEB. 22, 2005
 VOL. 2121, PG. 540

CURVE DATA TABLE

CURVE	RADIUS	CHORD	ARC LENGTH
C7	87.00'	S72°11'34"W 52.16'	52.97'
C8	26.00'	N44°37'43"E 35.35'	39.26'
C9	25.00'	S45°22'17"E 35.36'	39.28'
C10	50.00'	S76°31'53"W 20.49'	20.63'

CALLLED 2.439 AC.
 ROBERT F. UHLEY, ET UX
 TO TIMOTHY J. GREGORY
 AUG. 22, 1994
 VOL. 1112, PG. 8

N 89°39'08" E 401.11'

2.471 ACRES

MUST BE BUILT
 107658.5 Sq. Feet

324.34'

76.77'

191.02'

N 89°37'21" E

134.69'

N 89°37'21" E

575.07'

S 89°37'21" W

617.88'

S 89°36'26" W

751.45'

25.00'

S 0°19'03" E

185.34'

S 0°03'05" E

283.41'

S 0°18'25" E

498.22'

N 0°18'25" W

386.69'

N 0°03'05" W

283.41'

CALLLED LOT 1, BLK 1
 MAHONE SUBDIVISION (6/401 M.R.)
 FROM ROBERT ANDREW MAHONE, ET UX
 TO BYRON S. BURKHART, ET UX
 JUNE 9, 2003 VOL. 1853, PG. 781
 N 89°03'29" E 351.75'

137.10' W

214.65'

173.52'

N 00°56'31" W

S 89°03'29" W

E 168.41'

S 00°56'31" E

57.88'

C10

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

N 0°18'25" W

386.69'

N 0°18'25" W

498.22'

CALLLED 7.115 AC. (FIRST TRACT)
 JOSEPH E. TAFT, ET UX TO
 FLOID W. BRAUNE, ET UX
 DEC. 6, 1985
 VOL. 756, PG. 586

CALLLED 5.91 AC.
 ANTHONY CAMARENO, ET UX
 TO SARAH BERRY
 MAY 6, 2013
 VOL. 4079, PG. 195

5.942 ACRES
 FUTURE DEVELOPMENT
 258530.1 Sq. Feet

NAVARRO CROSSING

LOT 1

TRACT 1

TRACT 3

1.288 ACRES

FUTURE DEVELOPMENT

36,733 Sq. Feet

617.88'

751.45'

25.00'

S 0°19'03" E

185.34'

S 0°03'05" E

283.41'

S 0°18'25" E

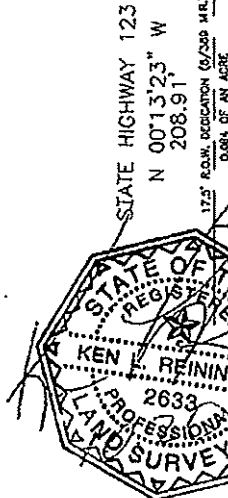
498.22'

N 0°18'25" W

386.69'

N 0°03'05" W

283.41'



CALLLED 1.00 AC.
 FROM DIAMONDBACK VENTURES, LLC
 TO IGNACIO S. ONTIVEROS, ET UX
 MARCH 11, 2009
 VOL. 2719, PG. 734

CALLLED 1.35 AC.
 FROM KARL MILTON DAGEL
 TO LOU TOMLINSON DAGEL
 MAY 18, 2010
 VOL. 2870, PG. 964

CALLLED 2.002 AC.
 DANIEL ALLEN SCHRIEVER, ET UX
 TO WAYMAN H. DUROSE, ET UX
 JAN. 16, 2014
 VOL. 4184, PG. 679

BETTERSWORTH & ASSOCIATES, INC.
 111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
 PH: 830.379.5552 FX: 830.379.5553
 email: ken@bettersworthassoc.com
 ENGINEERING FIRM NO. F-11731
 SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
 CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
 OR 426,930 SQUARE FEET OF LAND, IN THE M. CHERINO
 SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
 INFORMATION REQUIRED
 BY SECTION 82.059 OF THE
 TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
 DRAWING FILE: 25734 CONDO PLAT.DWG
 NOTES: 849 - 56
 TECH/DATE: DDH - 10-20-15
 PROPERTY ID#: 52704

**NAVARRO CROSSING
 CONDOMINIUMS**
 A CONDOMINIUM REGIME
 M. CHERINO SURVEY, A-10,
 GUADALUPE COUNTY, TEXAS

BETTERS WORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552 FAX (830) 379-5553

E-Mail: ken@bettersworthassoc.com

25519*

849-56

25734-B-G

October 13, 2015

KEN L. REDINGER, P.E. & R.P.L.S.

**TRACT 1
 2.471 ACRE TRACT**

Being a 2.471 ACRE TRACT situated in and being part of Lot 1, Navarro Crossing recorded in Volume 8 at Page 389 of the Map Records, situated in the M. Cherino Survey, A-10, Seguin, Guadalupe County, Texas and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch diameter rebar set with cap (B&A) marking the westmost northwest corner of said Lot 1, Navarro Crossing, being the northeast corner of a 17.5 foot right-of-way dedication in Volume 8 at Page 389 of the Map Records, situated in the east line of State Highway 123, being in the south line of a tract called 2.439 acres in conveyance from Robert F. Ujhely, et ux to Timothy J. Gregory dated August 22, 1994 recorded in Volume 1112 at Page 8 of the Official Records of said county.

THENCE with a segment of the north line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 2.439 acre tract, N 89° 39' 08" E, 324.34 feet to a north corner of the tract herein described. Said point bears S 89° 39' 08" W, 76.77 feet from a 1/2 inch diameter rebar marking a re-entrant corner of said Lot 1, Navarro Crossing, being the southeast corner of said 2.439 acre tract.

THENCE continuing with the north line of the tract herein described, into and across said Lot 1, Navarro Crossing, as follows:

S 00° 20' 52" E, 91.66 feet to a point,
 N 89° 37' 21" E, 191.02 feet to a point,
 thence along a circular curve to the left having a radius of 25.00 feet and a long chord that bears N 44° 37' 43" E, 35.35 feet to a point,
 N 00° 21' 55" W, 66.56 feet to a point marking a north corner of the tract herein described,
 N 89° 39' 08" E, 26.00 feet to a north corner of the tract herein described,
 S 00° 21' 55" E, 66.53 feet to a point,
 thence along a circular curve to the left having a radius of 25.00 feet and a long chord that bears S 45° 22' 17" E, 35.36 feet to a point,
 N 89° 37' 21" E 134.69 feet to a re-entrant corner of the tract herein described,
 N 00° 19' 03" W, 68.54 feet to a point,
 N 00° 03' 05" W, 283.41 feet to a point,
 N 00° 18' 25" W, 386.69 feet to a re-entrant corner of the tract herein described,
 S 89° 03' 29" W, 168.41 feet to a point,
 S 00° 56' 31" E, 57.88 feet to a point,
 thence along a circular curve to the left having a radius of 50.00 feet and a long chord that bears S 76° 31' 53" W, 20.49 feet to a point, and
 N 00° 56' 31" W, 173.52 feet to the northmost northwest corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing and a tract called Lot 1, Block 1, Mahone Subdivision recorded in Volume 6 at Page 401, in conveyance from Robert Andrew Mahone, et ux to Byron S. Burkhart, et ux dated June 9, 2003 recorded in Volume 1853 at Page 781 of the Official Records of said county. Said point bears N 89° 03' 29" E, 137.10 feet from the northmost northwest corner of said Lot 1, Navarro Crossing, being the southwest corner of said Lot 1, Block 1, Mahone Subdivision.

THENCE continuing with the north line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing and Lot 1, Block 1, Mahone Subdivision, N 89° 03' 29" E, 214.65 feet to the northeast corner of the tract herein described, same being the northeast corner of said Lot 1, Navarro Crossing, southeast corner of said Lot 1, Block 1, Mahone Subdivision, lying in the west line of a tract called First Tract (7.115 acres) in conveyance from Joseph E. Taft, et ux to Floyd W. Braune, et ux dated December 6, 1985 recorded in Volume 756 at Page 586.

Engineers Firm No. - F-11731 Surveyors Firm No. - F-10128700

BETTERS WORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

PH: 830.379.5552 FX: 830.379.5553

email: ken@bettersworthassoc.com

ENGINEERING FIRM NO. F-11731

SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
 CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
 OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
 SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
 INFORMATION REQUIRED
 BY SECTION 82.059 OF THE
 TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
 DRAWING FILE: 25734 CONDO PLAT.DWG
 NOTES: 849 - 56
 TECH/DATE: DDH - 10-20-15
 PROPERTY ID#: 52704

**NAVARRO CROSSING
 CONDOMINIUMS**
 A CONDOMINIUM REGIME
 M. CHERINO SURVEY, A-10,
 GUADALUPE COUNTY, TEXAS

Page 2 of 2
 Tract 1
 2.471 Acres

25519
 849-56
 25734-B-G
 October 15, 2015

THENCE with the east line of the tract herein described, same being the common line of said Lot 1, Navarro Crossing with that of said 7.115 acre tract, a tract called 5.91 acres in conveyance from Anthony Camareno, et ux to Sarah Berry dated May 6, 2013 recorded in Volume 4079 at Page 195, as follows:

S 00° 18' 25" E, 498.22 feet to a point,

S 00° 03' 05" E, 283.41 feet to the southwest corner of said 7.115 acre tract, northwest corner of said 5.91 acre tract, and

S 00° 19' 03" E, 185.34 feet to the southeast corner of the tract herein described, same being the southeast corner of said Lot 1, Navarro Crossing, lying in the west line of said 5.91 acre tract, being the northeast corner of a tract called 2.002 acres in conveyance from Daniel Allen Schriewer, et ux to Wayman H. DuBose, et ux dated January 16, 2014 recorded in Volume 4184 at Page 679.

THENCE with a segment of the south line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 2.002 acre tract, S 89° 36' 26" W, 25.00 feet to a south corner of the tract herein described.

THENCE continuing with a segment of the south line of the tract herein described, into and across said Lot 1, Navarro Crossing, as follows:

N 00° 19' 03" W, 90.89 feet to a re-entrant corner of the tract herein described,

S 89° 37' 21" W, 575.07 feet to a point,

thence, along a circular curve to the left having a radius of 87.00 feet and a long chord that bears S 72° 11' 34" W, 52.16 feet to a point,

S 35° 13' 04" E, 11.99 feet to a point, and

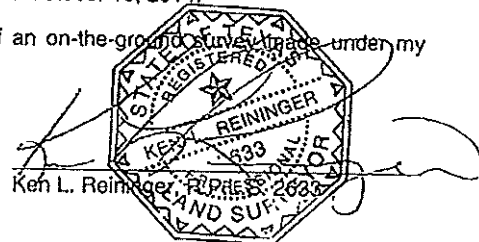
S 00° 23' 34" E, 65.59 feet to a south corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing with that of a tract called 1.00 acre in conveyance from Diamondback Ventures, LLC to Ignacio S. Ontiveros, et ux dated March 11, 2009 recorded in Volume 2719 at Page 734 of the Official Records of said county.

THENCE continuing with the south line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 1.00 acre tract, S 89° 36' 26" W, 108.57 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the southwest corner of the tract herein described, same being the southwest corner of said Lot 1, Navarro Crossing, lying in the north line of said 1.00 acre tract, being the southeast corner of a 17.5 foot right-of-way dedication as per Volume 8, Page 389 of the Map Records.

THENCE with the west line of the tract herein described, same being the common line of said Lot 1, Navarro Crossing with that of said 17.5 foot right-of-way dedication, along a segment of the east line of State Highway 123, N 00° 13' 23" W, 208.91 feet to the **PLACE OF BEGINNING** and containing **2.471 ACRES OF LAND**.

Basis of bearings is Geodetic North based on GPS observation dated October 15, 2014.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision October 15, 2014.



BETTERSWORTH & ASSOCIATES, INC.
 111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
 PH: 830.379.5552 FX: 830.379.5553
 email: ken@bettersworthassoc.com
 ENGINEERING FIRM NO. F-11731
 SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
 CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
 OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
 SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
 INFORMATION REQUIRED
 BY SECTION 82.059 OF THE
 TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
 DRAWING FILE: 25734 CONDO PLAT.DWG
 NOTES: 849 - 56
 TECH/DATE: DDH - 10-20-15
 PROPERTY ID#: 52704

**NAVARRO CROSSING
 CONDOMINIUMS**
 A CONDOMINIUM REGIME
 M. CHERINO SURVEY, A-10,
 GUADALUPE COUNTY, TEXAS

BETTERS WORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552 FAX (830) 379-5553

E-Mail: ken@betterworthassoc.com

KEN L. REININGER, P.E. & R.P.L.S.

25519*

849-56

25734-B-G

October 15, 2015

**TRACT 2
 5.942 ACRE TRACT**

Being a 5.942 ACRE TRACT situated in and being part of Lot 1, Navarro Crossing recorded in Volume 8 at Page 389 of the Map Records situated in the M. Cherino Survey, A-10, Seguin, Guadalupe County, Texas and being described by metes and bounds as follows:

BEGINNING at the northwest corner of the tract herein described, same being the northmost northwest corner of said Lot 1, Navarro Crossing, lying in the east line of a tract called 2.054 acres in conveyance from Joseph E. Taft, et ux to William E. Schriewer, et ux dated August 16, 1989 recorded in Volume 892 at Page 936, being the southwest corner of Lot 1, Block 1, Mahone Subdivision recorded in Volume 6 at Page 401 in conveyance from Robert Andrew Mahone, et ux to Byron S. Burkhart, et ux dated June 9, 2003 recorded in Volume 1853 at Page 781.

THENCE with a segment of the north line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of called Lot 1, Block 1, Mahone Subdivision, N 89° 03' 29" E, 137.10 feet to the northmost northeast corner of the tract herein described.

THENCE with the east line of the tract herein described, into said Lot 1, Navarro Crossing, as follows:

S 00° 56' 31" E, 179.52 feet to a point,

thence along a circular curve to the right having a radius of 50.00 feet and a long chord that bears N

76° 31' 53" E, 20.49 feet to a point,

N 00° 56' 31" W 57.88 feet to a re-entrant corner of the tract herein described.

N 89° 03' 29" E, 168.41 feet to a re-entrant corner of the tract herein described.

S 00° 18' 25" E, 386.69 feet to a point,

S 00° 03' 05" E, 283.41 feet to a point, and

S 00° 19' 03" E, 68.54 feet to the southeast corner of the tract herein described.

THENCE with the south line of the tract herein described, as follows:

S 89° 37' 21" W, 134.69 feet to a point,

thence along a circular curve to the right having a radius of 25.00 feet and a long chord that bears N

45° 22' 17" W, 35.38 feet to a point,

N 00° 21' 55" W, 66.53 feet to a re-entrant corner of the tract herein described.

S 89° 39' 08" W, 26.00 feet to a re-entrant corner of the tract herein described.

S 00° 21' 55" E, 66.56 feet to a point,

thence along a circular curve to the right having a radius of 25.00 feet and a long chord that bears S

44° 37' 43" W, 35.35 feet to a point,

S 89° 37' 21" W, 191.02 feet to the southwest corner of the tract herein described, and

N 00° 20' 52" W, 91.66 feet to the westmost northwest corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing and a tract called 2.439 acres in conveyance from Robert F. Ujhely, et ux to Timothy J. Gregory dated August 22, 1994 recorded in Volume 1112 at Page 8. Said point bears N 89° 39' 08" E, 324.34 feet from a 1/2 inch diameter rebar set with cap (B&A) marking the westmost northwest corner of said Lot 1, Navarro Crossing.

THENCE with the west line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 2.439 acre tract, a tract called 4.009 acres in conveyance from Joe Rodney Haskins to Patch Investments, Ltd. dated February 22, 2005 recorded in Volume 2121 at Page 540 and said 2.054 acre tract, as follows:

N 89° 39' 08" E, 76.77 feet to a re-entrant corner of the tract herein described, same being a re-entrant corner of said Lot 1, Navarro Crossing, being the southeast corner of said 2.439 acre tract, and

Engineers Firm No. - F-11731 Surveyors Firm No. - S-10138704

BETTERS WORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

PH: 830.379.5552 FX: 830.379.5553

email: ken@betterworthassoc.com

ENGINEERING FIRM NO. F-11731

SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
 CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
 OR 426,930 SQUARE FEET OF LAND, IN THE M. CHERINO
 SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
 INFORMATION REQUIRED
 BY SECTION 82.059 OF THE
 TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

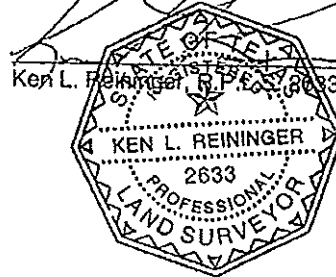
**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

Page 2 of 2
Tract 2
5.942 Acres

25519
849-56
25734-B-G
October 15, 2015

N 00° 20' 33" W, 754.99 feet to the **PLACE OF BEGINNING** and containing **5.942 ACRES OF LAND**.
Basis of bearings is Geodetic North as per GPS observation dated October 15, 2014.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision October 15, 2014.



BETTERS WORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@beltersworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

PAGE 14 OF 16

COORDINATE FILE: 25519.CRD
 DRAWING FILE: 25734 CONDO PLAT.DWG
 NOTES: 849 - 56
 TECH/DATE: DDH - 10-20-15
 PROPERTY ID#: 52704

**NAVARRO CROSSING
 CONDOMINIUMS**
 A CONDOMINIUM REGIME
 M. CHERINO SURVEY, A-10,
 GUADALUPE COUNTY, TEXAS

BETTERSWORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552 FAX (830) 379-5553

E-Mail: ken@bettersworthassoc.com

KEN L. REININGER, P.E. & R.P.L.S.

25519*
 849-56
 25734-B-G
 October 16, 2015

TRACT 3 1.288 ACRE TRACT

Being a 1.288 ACRE TRACT situated in and being part of Lot 1, Navarro Crossing recorded in Volume 8 at Page 389 of the Map Records, situated in the M. Cherino Survey, A-10, Seguin, Guadalupe County, Texas and being described by metes and bounds as follows:

BEGINNING at the southeast corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing and a tract called 2.002 acres in conveyance from Daniel Allen Schriewer, et ux to Wayman H. DuBose, et ux dated January 16, 2014 recorded in Volume 4184 at Page 679. Said point bears S 89° 36' 26" W, 25.00 feet from the southeast corner of said Lot 1, Navarro Crossing, northeast corner of said 2.002 acre tract, lying in the west line of a tract called 5.91 acres in conveyance from Anthony Camareno, et ux to Sarah Berry dated May 6, 2013 recorded in Volume 4079 at Page 195.

THENCE with the south line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 2.002 acre tract, a tract called 1.35 acres in conveyance from Karl Milton Dagle to Lou Tomlinson Dagle dated May 18, 2010 recorded in Volume 2870 at Page 964 and a tract called 1.00 acre in conveyance from Diamondback Ventures, LLC to Ignacio S. Ontiveros, et ux dated March 11, 2009 recorded in Volume 2719 at Page 734, S 89° 36' 26" W, 617.88 feet to the southwest corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing with that of said 1.00 acre tract. Said point bears N 89° 36' 26" E, 108.57 feet from a 1/2 inch diameter rebar found with cap (B&A) marking the southwest corner of said Lot 1, Navarro Crossing, lying in the north line of called 1.00 acre tract.

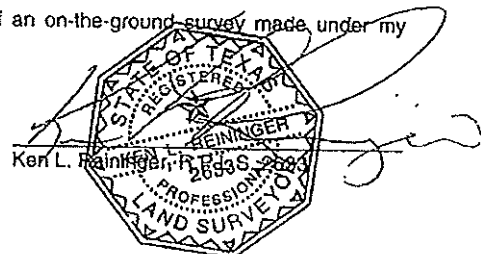
THENCE with the west line of the tract herein described, into said Lot 1, Navarro Crossing, as follows:
 N 00° 23' 34" W, 65.59 feet to a point, and
 N 35° 13' 04" W 11.99 feet to the northwest corner of the tract herein described.

THENCE with the north line of the tract herein described, as follows:
 along a circular curve to the right having a radius of 87.00 feet and a long chord that bears N 72° 11' 34" E, 52.16 feet to a point, and
 N 89° 37' 21" E, 575.07 feet to the northeast corner of the tract herein described.

THENCE with the east line of the tract herein described, S 00° 19' 03" E, 90.89 feet to the PLACE OF BEGINNING and containing 1.288 ACRES OF LAND.

Basis of bearings is Geodetic North as per GPS observation dated October 15, 2014.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision October 15, 2014.



CONDO PLAT.DWG, PAGE 88 OF 135

BETTERSWORTH & ASSOCIATES, INC.
 111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
 PH: 830.379.5552 FX: 830.379.5553
 email: ken@bettersworthassoc.com
 ENGINEERING FIRM NO. F-11731
 SURVEYING FIRM NO. F-101287

NAVARRO CROSSING CONDOMINIUMS

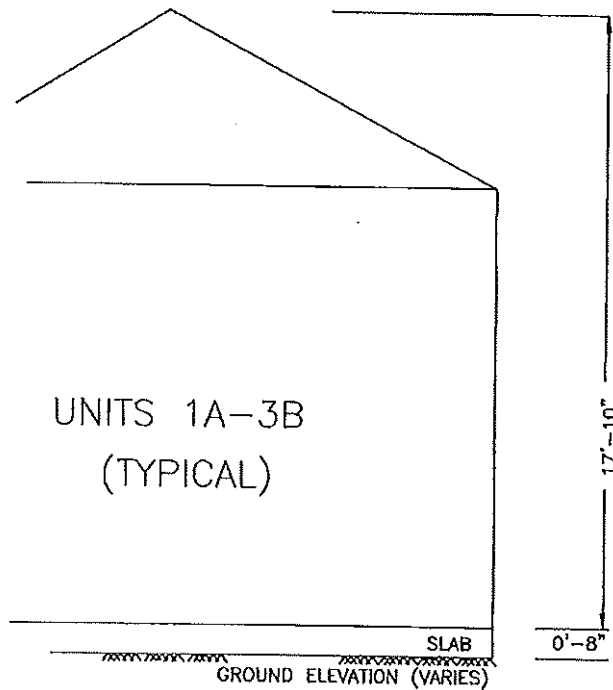
A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
 OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
 SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
 OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
 INFORMATION REQUIRED
 BY SECTION 82.059 OF THE
 TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

NAVARRO CROSSING
CONDOMINIUMS
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

TYPICAL BUILDING ELEVATIONS
(NOT TO SCALE)



BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@bettersworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

NAVARRO CROSSING
CONDOMINIUMS

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

Issue Date : 11/30/2015

TAX CERTIFICATE**Office of Tavie Murphy Tax Assessor-Collector**

Guadalupe Tax Office

307 W. Court

Seguin, TX 78155

Ph: (830) 379-2315 Fax: (830) 372-9940

This certificate includes tax years up to 2015

Entities to which this certificate applies:

GGU - Guadalupe County

SNA - Navarro I S D

CSG - City Of Seguin

RLT - Lateral Roads

Property Information

Property ID : 2G0010-0000-22050-0-00

Quick-Ref ID : R137829

Value Information

SH 123	Land HS	:	\$0.00
	Land NHS	:	\$159,158.00
	Imp HS	:	\$0.00
	Imp NHS	:	\$0.00
ABS: 10 SUR: M CHERINO	Ag Mkt	:	\$0.00
9.778 ACS.	Ag Use	:	\$0.00
	Tim Mkt	:	\$0.00
	Tim Use	:	\$0.00
	HS Cap Adj	:	\$0.00
	Assessed	:	\$159,158.00

Owner Information

Owner ID : O0175567

K & S HOLMES DEVELOPMENT LLC

8313 IH-10 EAST

SEGUIN, TX 78155

Ownership: 100.00%

This Document is to certify that after a careful check of the Tax Records of this Office, the following Current or Delinquent Taxes, Penalties, and Interest are due on the Property for the Taxing Entities described above:

Entity	Year	Tax	Discount	P&I	Atty Fee	TOTAL
CSG	2015	836.54	0.00	0.00	0.00	0.00
GGU	2015	526.98	0.00	0.00	0.00	0.00
RLT	2015	85.95	0.00	0.00	0.00	0.00
SNA	2015	2,212.30	0.00	0.00	0.00	0.00

Total for current bills if paid by 11/30/2015 : \$0.00

Total due on all bills 11/30/2015 : \$0.00

2015 taxes paid for entity CSG \$836.54

2015 taxes paid for entity GGU \$526.98

2015 taxes paid for entity RLT \$85.95

2015 taxes paid for entity SNA \$2,212.30

2015 Total Taxes Paid : \$3,661.77

Date of Last Payment : 10/14/15

Property Fees

	Charge	Paid	TOTAL
Tax Certificate Fee	10.00	0.00	10.00

Total due on all property fees : \$10.00

If applicable, the above-described property is receiving special valuation based on its use. Additional rollback taxes that may become due based on the provisions of the special valuation are not indicated in this document.

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


Signature of Authorized Officer of the Tax Office

Date of Issue : 11/30/2015

Requestor : M & H

Receipt : SG-2015-1114979

Fee Paid : \$10.00

Payer : M & H

EXHIBIT "C"**PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS
AND PERCENTAGE RESPONSIBILITY FOR COMMON EXPENSES**

The Percentages shown on this **EXHIBIT "C"** will be adjusted as Units are added to the Condominium Regime. Percentages shall always be based on the total number of Units so that the percentages for the Units are equal. For instance, if full buildout occurs and all 58 Units are added to the Condominium Regime, each Unit's percentage below will be equal to 1.7241%.

UNIT	SHARE OF COMMON ELEMENT OWNERSHIP	SHARE OF COMMON EXPENSE LIABILITY
1A	16.66667%	16.66667%
1B	16.66667%	16.66667%
2A	16.66667%	16.66667%
2B	16.66667%	16.66667%
3A	16.66667%	16.66667%
3B	16.66667%	16.66667%
6 UNITS	100%	100%

EXHIBIT "D"

RESTRICTIVE COVENANTS, EASEMENTS AND ENCUMBRANCES

[existing prior to development of the property and still applicable to the property]

1. Volume 702, Page 807 and Volume 702, Page 810, of the Official Public Records of Guadalupe County, Texas.
2. Right-of-Way granted in favor of Humble Pipeline Company, recorded in Volume 344, Page 571, of the Official Public Records of Guadalupe County, Texas.
3. Easement Refusal Document, recorded in Volume 779, Page 1084, of the Official Public Records of Guadalupe County, Texas.
4. Access Easement recorded in Volume 1418, Page 111, of the Official Public Records of Guadalupe County, Texas.

EXHIBIT "E"

ADDITIONAL LAND SUBJECT TO ANNEXATION AND PHASING RIGHTS

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

BETTERSWORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552 FAX (830) 379-5553

E-Mail: ken@bettersworthassoc.com

25519*

849-56

25734-B-G

October 15, 2015

KEN1 REININGER, P.E. & R.P.L.S.

**TRACT 2
5.942 ACRE TRACT**

Being a 5.942 ACRE TRACT situated in and being part of Lot 1, Navarro Crossing recorded in Volume 8 at Page 389 of the Map Records situated in the M. Cherino Survey, A-10, Seguin, Guadalupe County, Texas and being described by metes and bounds as follows:

BEGINNING at the northwest corner of the tract herein described, same being the northmost northwest corner of said Lot 1, Navarro Crossing, lying in the east line of a tract called 2.054 acres in conveyance from Joseph E. Taft, et ux to William E. Schriewer, et ux dated August 16, 1989 recorded in Volume 892 at Page 936, being the southwest corner of Lot 1, Block 1, Mahone Subdivision recorded in Volume 6 at Page 401 in conveyance from Robert Andrew Mahone, et ux to Byron S. Burkhardt, et ux dated June 9, 2003 recorded in Volume 1853 at Page 781.

THENCE with a segment of the north line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of called Lot 1, Block 1, Mahone Subdivision, N 89° 03' 29" E, 137.10 feet to the northmost northeast corner of the tract herein described.

THENCE with the east line of the tract herein described, into said Lot 1, Navarro Crossing, as follows:
S 00° 56' 31" E, 173.52 feet to a point,
thence along a circular curve to the right having a radius of 50.00 feet and a long chord that bears N 76° 31' 53" E, 20.49 feet to a point,
N 00° 56' 31" W 67.88 feet to a re-entrant corner of the tract herein described,
N 89° 03' 29" E, 168.41 feet to a re-entrant corner of the tract herein described,
S 00° 18' 25" E, 386.69 feet to a point,
S 00° 03' 05" E, 283.41 feet to a point, and
S 00° 19' 03" E, 68.54 feet to the southeast corner of the tract herein described.

THENCE with the south line of the tract herein described, as follows:
S 89° 37' 21" W, 134.69 feet to a point,
thence along a circular curve to the right having a radius of 25.00 feet and a long chord that bears N 45° 22' 17" W, 35.36 feet to a point,
N 00° 21' 55" W, 66.53 feet to a re-entrant corner of the tract herein described,
S 89° 39' 08" W, 26.00 feet to a re-entrant corner of the tract herein described,
S 00° 21' 55" E, 66.56 feet to a point,
thence along a circular curve to the right having a radius of 25.00 feet and a long chord that bears S 44° 37' 43" W, 35.35 feet to a point,
S 89° 37' 21" W, 191.02 feet to the southwest corner of the tract herein described, and
N 00° 20' 52" W, 91.66 feet to the westmost northwest corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing and a tract called 2.439 acres in conveyance from Robert F. Ujhely, et ux to Timothy J. Gregory dated August 22, 1994 recorded in Volume 1112 at Page 8. Said point bears N 89° 39' 08" E, 324.34 feet from a 1/2 inch diameter rebar set with cap (B&A) marking the westmost northwest corner of said Lot 1, Navarro Crossing.

THENCE with the west line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 2.439 acre tract, a tract called 4.009 acres in conveyance from Joe Rodney Haskins to Patch Investments, Ltd. dated February 22, 2005 recorded in Volume 2121 at Page 540 and said 2.054 acre tract, as follows:

N 89° 39' 08" E, 76.77 feet to a re-entrant corner of the tract herein described, same being a re-entrant corner of said Lot 1, Navarro Crossing, being the southeast corner of said 2.439 acre tract, and

Engineers Firm No. - F-11731 Surveyors Firm No. - S-10128706

BETTERSWORTH & ASSOCIATES, INC.
111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@bettersworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 426,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

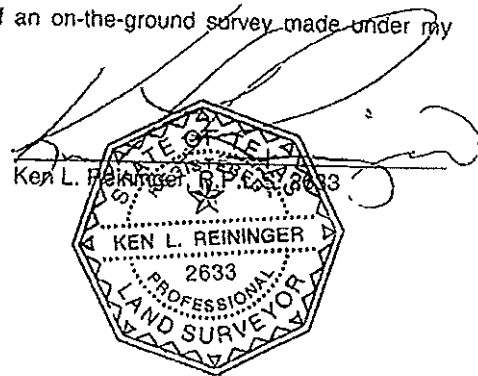
Page 2 of 2
Tract 2
5.942 Acres

25519
849-56
25734-B-G
October 15, 2015

N 00° 20' 33" W, 754.99 feet to the **PLACE OF BEGINNING** and containing **5.942 ACRES OF LAND.**

Basis of bearings is Geodetic North as per GPS observation dated October 15, 2014.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision October 15, 2014.



BETTERS WORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155
PH: 830.379.5552 FX: 830.379.5553
email: ken@betterstworthassoc.com
ENGINEERING FIRM NO. F-11731
SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

PAGE 14 OF 16

COORDINATE FILE: 25519.CRD
DRAWING FILE: 25734 CONDO PLAT.DWG
NOTES: 849 - 56
TECH/DATE: DDH - 10-20-15
PROPERTY ID#: 52704

**NAVARRO CROSSING
CONDOMINIUMS**
A CONDOMINIUM REGIME
M. CHERINO SURVEY, A-10,
GUADALUPE COUNTY, TEXAS

BETTERS WORTH & ASSOCIATES, INC.

ENGINEERS - SURVEYORS - CONSULTANTS

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

(830) 379-5552 FAX (830) 379-5553

E-Mail: ken@bettersworthassoc.com

25519*

849-56

25734-B-G

October 16, 2015

KEN L. REININGER, P.E. & R.P.L.S.

**TRACT 3
1.288 ACRE TRACT**

Being a 1.288 ACRE TRACT situated in and being part of Lot 1, Navarro Crossing recorded in Volume 8 at Page 389 of the Map Records, situated in the M. Cherino Survey, A-10, Seguin, Guadalupe County, Texas and being described by metes and bounds as follows:

BEGINNING at the southeast corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing and a tract called 2.002 acres in conveyance from Daniel Allen Schriewer, et ux to Wayman H. DuBose, et ux dated January 16, 2014 recorded in Volume 4184 at Page 679. Said point bears S 89° 36' 26" W, 25.00 feet from the southeast corner of said Lot 1, Navarro Crossing, northeast corner of said 2.002 acre tract, lying in the west line of a tract called 5.91 acres in conveyance from Anthony Camareno, et ux to Sarah Berry dated May 6, 2013 recorded in Volume 4079 at Page 195.

THENCE with the south line of the tract herein described, same being a segment of the common line of said Lot 1, Navarro Crossing with that of said 2.002 acre tract, a tract called 1.35 acres in conveyance from Karl Milton Dagle to Lou Tomlinson Dagle dated May 18, 2010 recorded in Volume 2870 at Page 984 and a tract called 1.00 acre in conveyance from Diamondback Ventures, LLC to Ignacio S. Ontiveros, et ux dated March 11, 2009 recorded in Volume 2719 at Page 734, S 89° 36' 26" W, 617.88 feet to the southwest corner of the tract herein described, lying in the common line of said Lot 1, Navarro Crossing with that of said 1.00 acre tract. Said point bears N 89° 36' 26" E, 108.57 feet from a 1/2 inch diameter rebar found with cap (B&A) marking the southwest corner of said Lot 1, Navarro Crossing, lying in the north line of called 1.00 acre tract.

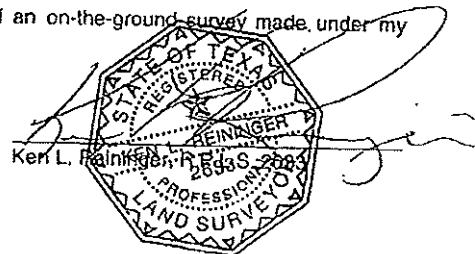
THENCE with the west line of the tract herein described, into said Lot 1, Navarro Crossing, as follows:
N 00° 23' 34" W, 65.59 feet to a point, and
N 35° 13' 04" W 11.99 feet to the northwest corner of the tract herein described.

THENCE with the north line of the tract herein described, as follows:
along a circular curve to the right having a radius of 87.00 feet and a long chord that bears N 72° 11' 34" E, 52.16 feet to a point, and
N 89° 37' 21" E, 575.07 feet to the northeast corner of the tract herein described.

THENCE with the east line of the tract herein described, S 00° 19' 03" E, 90.89 feet to the **PLACE OF BEGINNING** and containing 1.288 ACRES OF LAND.

Basis of bearings is Geodetic North as per GPS observation dated October 15, 2014.

I hereby certify the foregoing field notes represent the results of an on-the-ground survey made under my supervision October 15, 2014.



Surveyor Firm No. F-10128700

BETTERS WORTH & ASSOCIATES, INC.

111 EAST MOUNTAIN STREET, SEGUIN, TEXAS 78155

PH: 830.379.5552 FX: 830.379.5553

email: ken@bettersworthassoc.com

ENGINEERING FIRM NO. F-11731

SURVEYING FIRM NO. F-101287

**NAVARRO CROSSING
CONDOMINIUMS**

A CONDOMINIUM REGIME ESTABLISHED UPON 9.778 ACRES
OR 425,930 SQUARE FEET OF LAND, IN THE M. CHERINO
SURVEY, A-10, RECORDED IN DOCUMENT #2015000345,
OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS.

THIS PLAT CONTAINS ALL
INFORMATION REQUIRED
BY SECTION 82.059 OF THE
TEXAS PROPERTY CODE

ATTACHMENT 1

BYLAWS

BYLAWS
OF THE
NAVARRO CROSSING OWNER'S ASSOCIATION, INC.

(A Texas Nonprofit Corporation)

**BYLAWS OF THE
NAVARRO CROSSING OWNER'S ASSOCIATION, INC.**

TABLE OF CONTENTS

ARTICLE 1	INTRODUCTION.....	1
1.1.	Purpose of Bylaws	1
1.2.	Parties to Bylaws.....	1
1.3.	Definitions.....	1
1.4.	Nonprofit Purpose.....	1
1.5.	Compensation	1
1.6.	General Powers and Duties	1
ARTICLE 2	BOARD OF DIRECTORS	2
2.1.	Number and Term of Office.....	2
2.2.	Qualification	2
2.3.	Election	3
2.4.	Vacancies.....	3
2.5.	Removal of Directors.....	3
2.6.	Meetings of the Board.....	3
2.7.	Liabilities and Standard of Care.....	4
2.8.	Powers and Duties.....	4
ARTICLE 3	OFFICERS.....	5
3.1.	Designation	5
3.2.	Election of Officers.....	5
3.3.	Removal and Resignation of Officers.....	6
3.4.	Standard of Care.....	6
3.5.	Description of Principal Offices	6
3.6.	Authorized Agents	6
ARTICLE 4	MEETINGS OF THE ASSOCIATION.....	7
4.1.	Annual Meeting	7
4.2.	Special Meetings.....	7
4.3.	Place of Meetings.....	7
4.4.	Notice of Meetings.....	7
4.5.	Ineligibility.....	7
4.6.	Record Dates	7
4.7.	Voting Members List.....	8
4.8.	Quorum	8
4.9.	Votes.....	8
4.10.	Proxies	8
4.11.	Conduct of Meetings.....	9
4.12.	Order of Business.....	9
4.13.	Adjournment of Meeting.....	9
4.14.	Action without Meeting	9

4.15.	Telephone Meetings	9
ARTICLE 5	RULES	10
5.1.	Rules	10
5.2.	Adoption and Amendment	10
5.3.	Notice and Comment	10
5.4.	Distribution	10
ARTICLE 6	ENFORCEMENT	10
ARTICLE 7	OBLIGATIONS OF THE OWNERS	11
7.1.	Notice of Sale.....	11
7.2.	Proof of Ownership.....	11
7.3.	Owner's Address	11
7.4.	Registration of Mortgagees.....	11
7.5.	Assessments	11
7.6.	Compliance with Documents.....	11
ARTICLE 8	ASSOCIATION RECORDS	12
8.1.	Records	12
8.2.	Inspection of Books and Records.....	12
8.3.	Resale Certificates	12
ARTICLE 9	NOTICES.....	13
9.1.	Co-Owners	13
9.2.	Delivery of Notices	13
9.3.	Waiver of Notice	13
ARTICLE 10	DECLARANT PROVISIONS	13
10.1.	Conflict	13
10.2.	Board of Directors.....	13
10.3.	Organizational Meeting.....	13
ARTICLE 11	AMENDMENTS TO BYLAWS.....	13
11.1.	Proposals	13
11.2.	Consents.....	14
11.3.	Effective.....	14
11.4.	Declarant Protection.....	14
ARTICLE 12	GENERAL PROVISIONS.....	14
12.1.	Conflicting Provisions	14
12.2.	Severability	14
12.3.	Fiscal Year.....	14
12.4.	Waiver	14

**BYLAWS
OF THE
NAVARRO CROSSING OWNER'S ASSOCIATION, INC.
(A Texas Nonprofit Corporation)**

**ARTICLE 1
INTRODUCTION**

1.1. PURPOSE OF BYLAWS. These Bylaws provide for the governance of the condominium known as Navarro Crossing Condominiums located in Guadalupe County, Texas, subject to and more fully described in the Declaration.

1.2. PARTIES TO BYLAWS. All present or future Owners and all other persons who use or occupy the Project in any manner are subject to these Bylaws and the other Condominium Documents. The mere acquisition or occupancy of a Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

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

1.4. NONPROFIT PURPOSE. The Association is not organized for profit.

1.5. COMPENSATION. A Director, Officer, Member, or Occupant shall not be entitled to receive any pecuniary profit from the operation of the Association, and no funds or assets of the Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a Director, Officer, Member, or Occupant; provided, however:

a. That reasonable compensation may be paid to a Director, Officer, Member, or Occupant for services rendered to the Association;

b. That a Director, Officer, Member, or Occupant may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the Board; and

c. That this provision does not apply to distributions to Owners permitted or required by the Declaration or TUCA.

1.6. GENERAL POWERS AND DUTIES. The Association, acting through the Board, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Project as may be required or permitted by the

Condominium Documents and state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interest of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Condominium Documents.

ARTICLE 2

BOARD OF DIRECTORS

2.1. NUMBER AND TERM OF OFFICE.

2.1.1 During the Declarant Control Period. During the Declarant Control Period, the provisions of the Declaration shall govern the number, qualification, and appointment of Directors. In the event of a conflict on this topic between the provisions of the Declaration and the Bylaws, the provisions of the Declaration shall control. The initial Directors shall be appointed by Declarant and need not be Owners or Occupants. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any Directorship vacated by a Declarant appointee. During the Declarant Control Period, the Board shall consist of at least three (3) persons appointed by the Declarant or elected by the Members, as applicable.

2.1.2 After the Declarant Control Period. After the Declarant Control Period, the election of Directors shall be conducted at the annual meeting of the Association. A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but shall not be less than three (3).

2.2. QUALIFICATION. No person shall be eligible for election or appointment to the Board unless such person is a Member, a Member's spouse or unless such person is the Declarant or the Declarant's appointee.

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

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

2.2.3. Delinquency. No Member may be elected or appointed as a Director if any assessment against the Member or his Unit is delinquent at the time of election or

appointment. No Member may continue to serve as a Director if any assessment against the Member or his Unit is more than sixty (60) days delinquent.

2.3. ELECTION. Directors shall be elected by the Members. The election of Directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, e-mail, facsimile transmission, or a combination of any of such delivery methods.

2.4. VACANCIES. Vacancies on the Board caused by any reason, except the removal of a Director by a vote of the Association, shall be filled by a vote of the majority of the remaining Directors, even if less than a quorum, at any meeting of the Board. Each Director so elected shall serve out the remaining term of his predecessor.

2.5. REMOVAL OF DIRECTORS. At any annual meeting or special meeting of the Association, any one or more of the Directors may be removed with or without cause by Members representing at least two-thirds (2/3) of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

2.6. MEETINGS OF THE BOARD.

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

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

2.6.3. Special Meetings of the Board. Special meetings of the Board may be called by the president or, if he is absent or refused to act, the secretary, or by any two (2) Directors. At least three (3) days' notice shall be given to each Director, personally or by telephone, e-mail or written communication, which notice shall state the place, time, and purpose of such meeting.

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

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

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

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

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

2.7 LIABILITIES AND STANDARD OF CARE. In performing their duties, the Directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of state law: Sections 82.103(a) and (f) of TUCA, and Sections 22.221, 22.224, 22.226, 22.228, 22.230, and 22.235 of the Texas Business Organizations Code ("TBOC").

2.8. POWERS AND DUTIES. The Board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Condominium Regime. The Board may do all such acts and things except those which by law or the Condominium Documents are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the Condominium Documents, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board shall include, but shall not be limited to, the following:

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

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

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

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

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

2.8.6. Ex-Officio Directors. The Board may, from time to time, designate one or more persons as ex-officio members of the Board, pursuant to Section 22.210 of the Texas Business Organizations Code.

ARTICLE 3

OFFICERS

3.1. **DESIGNATION.** The principal Officers of the Association shall be the president, the secretary, and the treasurer. The Board may appoint one or more vice presidents and such other Officers and assistant Officers as it deems necessary. The president and secretary shall be Directors. Other Officers may, but need not, be Members or Directors. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an Officer is absent or unable to act, the Board may appoint a Director to perform the duties of that Officer and to act in place of that Officer, on an interim basis.

3.2. **ELECTION OF OFFICERS.** The Officers shall be elected no less than annually by the Directors at the organizational meeting of the Board and shall hold office at the pleasure of the

Board. Except for resignation or removal, Officers shall hold office until their respective successors have been designated by the Board.

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of Directors may remove any Officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An Officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an Officer who is also a Director does not constitute resignation or removal from the Board.

3.4. STANDARD OF CARE. In performing their duties, the Officers are required to exercise the standards of care provided by Sections 82.103(a) and (f) of TUCA and by Section 22.221 of the Texas Business Organizations Code.

3.5. DESCRIPTION OF PRINCIPAL OFFICES.

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

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

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

3.6. AUTHORIZED AGENTS. Except when the Condominium Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association. In the absence of Board designation, the president and the secretary shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4
MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. An annual meeting of the Association shall be held during the month of January of each year. At annual meetings, the Members shall elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

4.2. SPECIAL MEETINGS. It shall be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Members representing at least thirty-three percent (33%) of the votes in the Association. Such meeting shall be held within thirty (30) days after the Board resolution or receipt of petition. The notice of any special meeting shall state the time, place, and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

4.3. PLACE OF MEETINGS. Meetings of the Association shall be held at the Project or at a suitable place convenient to the Members, as determined by the Board.

4.4. NOTICE OF MEETINGS. At the direction of the Board, written or e-mail notice of meetings of the Association shall be given to an Owner of each Unit entitled to vote at least ten (10) days, but not more than sixty (60) days, prior to such meeting. Notices of meetings shall state the date, time, and place such meeting is to be held. Notices shall identify the type of meeting as annual or special, and shall state the particular purpose of a special meeting. Notices may be waived by written document signed and dated by the Member waiving notice. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. INELIGIBILITY. The Board may determine that a Member be denied the following rights if the Member's financial account with the Association is in arrears on the record dates provided below, provided each ineligible Member shall be given notice of the arrearage and an opportunity to become eligible: (i) the right to receive notice of meetings of the Association, (ii) the right to vote at meetings of the Association, or (iii) the right to be elected to serve as a Director. The Board may specify the manner, place, and time for payment for purposes of restoring eligibility.

4.6. RECORD DATES.

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

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

4.6.3. Determining Rights Eligibility. The Board shall fix a date as the record date for determining the Members entitled to exercise any rights other than those described in the preceding two (2) paragraphs. The record date may not be more than sixty (60) days before the date of the action for which eligibility is required, such as nomination to the Board.

4.6.4. Adjournments. A determination of Members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than ninety (90) days after the record date for determining Members entitled to notice of the original meeting.

4.7. VOTING MEMBERS LIST. The Board shall prepare and make available a list of the Association's voting Members in accordance with Section 22.158 of the Texas Business Organizations Code.

4.8. QUORUM. At any meeting of the Association, the presence in person or by proxy of Members entitled to cast at least thirty percent (30%) of the votes that may be cast for election of the Board shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Members constituting a quorum.

4.9. VOTES. The votes of Members representing at least a Majority of the votes cast at any meeting at which a quorum is present shall be binding upon all Members for all purposes, except when a higher percentage is required by these Bylaws, the Declaration, or by law. There shall be no cumulative voting.

4.9.1. Co-Owned Units. If a Unit is owned by more than one Member, the vote appurtenant to that Unit shall be cast in accordance with Section 82.011(a) of TUCA.

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

4.9.3. Association-Owned Units. Votes allocated to a Unit owned by the Association may be made by the president of the Association.

4.10. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a Member or his attorney-in-fact; (ii) identify the Unit to which the

vote is appurtenant; (ii) name the person in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate one year after its date. To revoke a proxy, the granting Member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled shall be valid when such meeting reconvenes.

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

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

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

4.13. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

4.14. ACTION WITHOUT MEETING. Subject to Board approval, any action which may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consents. The Board may permit Members to vote by ballots delivered by hand, mail, facsimile transmission, or any combination of these. Written consents by Members representing at least a majority of votes in the Association, or such higher percentage as may be required by the Condominium Documents, shall constitute approval by written consent. This paragraph may not be used to avoid the requirement of an annual meeting. This paragraph shall not apply to the election of Directors unless expressly permitted in Paragraph 2.3.

4.15. TELEPHONE MEETINGS. Members of the Association may participate in and hold meetings of the Association by means of conference telephone or similar communications

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

ARTICLE 5

RULES

5.1. RULES. The Board shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the Condominium Documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Project; and (iii) the health, comfort, and general welfare of the Occupants; provided, however, that such rules may not be in conflict with law or the Condominium Documents. The Board shall, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the Members. Rules must be recorded in the county's real property records.

5.2. ADOPTION AND AMENDMENT. Any rule may be adopted, amended, or terminated by the Board, provided that the rule and the requisite Board approval are properly recorded as a resolution in the minutes of the meeting of the Board.

5.3. NOTICE AND COMMENT. The Board shall give written notice to an Owner of each Unit of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the Members, at least ten (10) days before the rule's effective date. The Board may, but shall not be required, to give similar notice to Occupants who are not Members. Any Member or Occupant so notified shall have the right to comment orally or in writing to the Board on the proposed action.

5.4. DISTRIBUTION. Upon request from any Member or Occupant, the Board shall provide a current and complete copy of rules. Additionally, the Board shall, from time to time, distribute copies of the current and complete rules to an Owner of each Unit and, if the Board so chooses, to non-Member Occupants.

ARTICLE 6

ENFORCEMENT

The violation of any provision of the Condominium Documents shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in the Condominium Documents:

- a. To enter the Unit or Limited Common Elements in which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition (except for additions or alterations of a permanent nature that may exist in that Unit) that is existing and creating a danger to the Common Elements contrary to the intent and meaning of the provisions of the Condominium

Documents. The Board shall not be deemed liable for any manner of trespass by this action; or

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

ARTICLE 7

OBLIGATIONS OF THE OWNERS

7.1. NOTICE OF SALE. Any Owner intending to sell his Unit or any interest therein shall give written notice to the Board of such intention, together with (i) the address or legal description of the Unit being conveyed, (ii) the name and address of the intended purchaser, (iii) the name, address, and phone number of the title company or attorney designated to close such transaction, (iv) the names and phone numbers of real estate agents, if any, representing seller or purchaser, and (v) the scheduled date of closing. An Owner shall furnish this information to the Board no less than ten (10) working days before the date of conveyance of the Unit or any interest therein.

7.2. PROOF OF OWNERSHIP. Except for those Owners who initially purchase a Unit from Declarant, any person, on becoming an Owner of a Unit, shall furnish to the Board evidence of ownership in the Unit, which copy shall remain in the files of the Association. A Member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met. This requirement may be satisfied by receipt of a Board-approved form that is completed and acknowledged by a title company or attorney at the time of conveyance of the Unit or any interest therein.

7.3. OWNER'S ADDRESS. The Owner or the several co-Owners of a Unit shall register and maintain one mailing address to be used by the Association for mailing of monthly statements, notices, demands, and all other communications. The Owner shall keep the Association informed of the Member's current mailing address. If an Owner fails to maintain a current mailing address with the Association, the address of that Owner's Unit shall be deemed to be his mailing address.

7.4. REGISTRATION OF MORTGAGEES. An Owner who mortgages his Unit shall furnish the Board with the name and mailing address of his mortgagee.

7.5. ASSESSMENTS. All Owners shall be obligated to pay Assessments imposed by the Association to meet the Common Expenses as defined in the Declaration. A Member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the Assessments made or levied against him and his Unit.

7.6. COMPLIANCE WITH DOCUMENTS. Each Owner shall comply with the provisions and terms of the Condominium Documents, and any amendments thereto. Further, each Owner shall always endeavor to observe and promote the cooperative purposes for which the Project was established.

ARTICLE 8
ASSOCIATION RECORDS

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

a. Minutes or a similar record of the proceedings of meetings of the Association. A recitation in the minutes that notice of the meeting was properly given shall be sufficient evidence that such notice was given.

b. Minutes or a similar record of the proceedings of meetings of the Board.

c. Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.

d. Names and mailing addresses of the mortgagees, the currency and accuracy of the information being the responsibility of the Members and their mortgagees.

e. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.

f. A copy of the plans and specifications used to construct the Project.

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

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

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

8.2. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association shall be made available for inspection and copying pursuant to Section 82.114(b) of TUCA and Section 22.351 of the Texas Business Organizations Code.

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

ARTICLE 9
NOTICES

9.1. **CO-OWNERS**. If a Unit is owned by more than one person, notice to one co-Owner shall be deemed notice to all co-Owners.

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

9.3. **WAIVER OF NOTICE**. Whenever any notice is required to be given to an Owner, Member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member or Director at any meeting of the Association or Board, respectively, shall constitute a waiver of notice by such Member or Director of the time, place, and purpose of such meeting. If all Members or Directors are present at any meeting of the Association or Board, respectively, no notice shall be required and any business may be transacted at such meeting.

ARTICLE 10
DECLARANT PROVISIONS

10.1. **CONFLICT**. The provisions of this Article 10 shall control over any provision to the contrary elsewhere in these Bylaws.

10.2. **BOARD OF DIRECTORS**. During the Declarant control period, Sections 4.1(d) of the Declaration shall govern the number, qualification, and appointment of Directors. The initial Directors shall be appointed by Declarant and need not be Owners or Occupants. Directors appointed by Declarant may not be removed by the Owners and may be removed by Declarant only. Declarant has the right to fill vacancies in any Directorship vacated by a Declarant appointee.

10.3. **ORGANIZATIONAL MEETING**. Within sixty (60) days of the end of the Declarant Control Period, or sooner at Declarant's option, Declarant shall call an organizational meeting of the Members for the purpose of electing Directors, by ballot of Members. Notice of the organizational meeting shall be given as if it were notice of an annual meeting.

ARTICLE 11
AMENDMENTS TO BYLAWS

11.1. **PROPOSALS**. These Bylaws may be amended by the Members according to the terms of this article. The Association shall provide an Owner of each Unit with a detailed description, if not exact wording, of any proposed amendment. Such description shall be included in

the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

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

11.3. EFFECTIVE. To be effective, each amendment must be in writing, reference the names of the Condominium Regime and the Association, be signed by at least two (2) Officers acknowledging the requisite approval of Members, and be delivered to an Owner of each Unit at least ten (10) days before the amendment's effective date. Further, if these Bylaws are publicly recorded, the amendment must recite the recording data for the Bylaws, be in a form suitable for recording as a real property record, and be delivered to the county clerk for recordation.

11.4. DECLARANT PROTECTION. As long as the Declarant owns a Unit in the Project, no amendment of these Bylaws may affect the Declarant's rights herein without the Declarant's written and acknowledged consent. Specifically, this section and Article 10 may not be amended without prior written approval of the Declarant. The Declarant's written consent shall be part of the amendment instrument.

ARTICLE 12 **GENERAL PROVISIONS**

12.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaw provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Certificate of Formation of the Association and these Bylaws, the Certificate of Formation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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

12.3. FISCAL YEAR. The fiscal year of the Association shall be set by resolution of the Board, and is subject to change from time to time as the Board shall determine. In the absence of a resolution by the Board, the fiscal year shall be the calendar year.

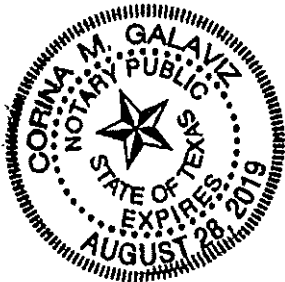
12.4. WAIVER. No restriction, condition, obligation, or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

[signature page to follow]

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of Navarro Crossing Owner's Association, Inc., a Texas nonprofit corporation, as adopted by the initial Board of Directors at its organizational meeting on the 23 day of Dec, 2015.

IN WITNESS WHEREOF, I hereunto set my hand this the 23 day of Dec, 2015.



Navarro Crossing Owner's Association, Inc.,
a Texas nonprofit corporation

By: Kenneth Holmes
Kenneth Holmes, President

STATE OF TEXAS §
 §
COUNTY OF Guadalupe §

BEFORE ME, the undersigned authority, on this 23 day of December, 2015, personally appeared, Kenneth Holmes, President of Navarro Crossing Owner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.

Corina M. Galaviz
Notary Public in and for the State of Texas

ATTACHMENT 2

COMMUNITY POLICIES AND RULES

COMMUNITY POLICIES AND RULES
FOR
NAVARRO CROSSING CONDOMINIUMS
(applicable to all Owners, Occupants, and guests)

**COMMUNITY POLICIES AND RULES FOR
NAVARRO CROSSING CONDOMINIUMS**

TABLE OF CONTENTS

	<u>Page</u>
<u>POLICIES IN GENERAL</u>	1
<u>ENFORCEMENT AND ADMINISTRATION</u>	1
1. <i>Filing Complaints</i>	1
2. <i>Limits</i>	2
3. <i>Waivers and Variances</i>	2
4. <i>Reimbursement for Enforcement and/or Damage</i>	2
5. <i>Delegation of Board's Authority</i>	2
<u>UNIT RELATED RESTRICTIONS</u>	3
6. <i>Storage of Property on Private Patios, Balconies, or Yard Areas</i>	3
7. <i>No Items on Railings/Clothes Drying Outside Units</i>	3
8. <i>Window Coverings</i>	3
9. <i>Entry Areas and/or Sidewalks</i>	3
10. <i>Barbecue Grills and Outdoor Fires</i>	3
11. <i>Lighting</i>	4
12. <i>Utilities and Leaks</i>	4
13. <i>Fences</i>	4
14. <i>Private Pools and other Recreational Improvements</i>	4
15. <i>Pest Control</i>	4
16. <i>Smoke Detectors</i>	5
<u>COMMON AREA RELATED USE AND MAINTENANCE</u>	5
17. <i>Persons Who May Use Common Areas</i>	5
18. <i>Storage of Property in Common Areas</i>	5
19. <i>Common Area Modifications</i>	5
20. <i>Common Area Repairs</i>	5
<u>OCCUPANT OBLIGATIONS</u>	5
21. <i>Children</i>	5
22. <i>Pets</i>	6
23. <i>Trash</i>	6
24. <i>Care During Construction</i>	6
<u>USE RESTRICTIONS</u>	7
25. <i>Signs</i>	7
26. <i>Antennas</i>	7
27. <i>Mailboxes</i>	7
28. <i>No Temporary Structures</i>	7
29. <i>Garage Sales/Estate Sales</i>	8

30.	<i>Noise.</i>	8
31.	<i>Nuisances.</i>	8
32.	<i>Criminal Activity.</i>	8
33.	<i>No Weapons.</i>	8
34.	<i>No Drilling.</i>	8
35.	<i>Solar Device Policy.</i>	8
36.	<i>Energy Efficient Roofing Policy.</i>	9
37.	<i>Rainwater Harvesting System Policy.</i>	9
38.	<i>Flag Display and Flagpole Installation Policy.</i>	9
39.	<i>Display of Certain Religious Items Policy.</i>	9
	<i>a. <u>Display of Certain Religious Items Permitted.</u></i>	9
	<i>b. <u>General Guidelines</u></i>	9
	<i>c. <u>Prohibitions.</u></i>	9
	<i>d. <u>Removal.</u></i>	10
	<i>e. <u>Covenants in Conflict with Statutes.</u></i>	10
	<u>VEHICLE RESTRICTIONS</u>	10
40.	<i>Vehicle Repair.</i>	10
41.	<i>Parking.</i>	10
42.	<i>Anti-Theft Alarms.</i>	11
43.	<i>Towing Illegally Parked/Inoperable Vehicles.</i>	11
	<u>LEASES AND TENANTS</u>	11
44.	<i>Condominium Lease Forms.</i>	11
45.	<i>Eviction of Tenants.</i>	12
46.	<i>Security Device Requirements if You Rent Your Unit.</i>	12
	<u>ENFORCEMENT MECHANISMS AND RIGHTS OF ASSOCIATION</u>	12
47.	<i>Fines.</i>	12
48.	<i>Late Charges.</i>	12
49.	<i>Hot Checks.</i>	12
50.	<i>Delinquencies.</i>	12
51.	<i>Non-Liability and Release of the Association, Officers and Directors.</i>	13

**COMMUNITY POLICIES AND RULES
FOR
NAVARRO CROSSING CONDOMINIUMS**

(applicable to all Owners, Occupants, and guests)

POLICIES IN GENERAL

These initial Community Policies and Rules for Navarro Crossing Condominiums are established by K&S Holmes Development, LLC, a Texas limited liability company ("Declarant"), for the benefit of the Navarro Crossing Owner's Association, Inc., a Texas non-profit corporation (the "Association"). The Community Policies and Rules (which may also referred to as the "Rules") have been adopted to help maximize enjoyment, maintain values, and assure the continued aesthetic beauty of the Navarro Crossing Condominiums. The Rules apply to all Owners and their families, tenants, and guests. The Rules automatically apply to any tenants under a lease of a Unit (even if they are not attached), and each Owner is responsible for making sure his or her tenants have a copy of the Rules and follow them. Each Owner is encouraged to ask his or her neighbors to follow the Rules.

Each Owner, Occupant or guest must also comply with the Rules, signs posted on the Property by the Association, or notices or temporary Rules enacted by the Association. Posted rules, notices, and temporary Rules are incorporated in these Community Policies and Rules by reference.

Any capitalized term appearing in these Rules shall have the meaning for such term as defined in the Declaration of Condominium Regime for Navarro Crossing Condominiums, Condominium recorded in the Real Property Records of Guadalupe County, Texas and as amended, (the "Declaration") unless such term is specifically defined in these Community Policies and Rules.

ENFORCEMENT AND ADMINISTRATION

Because the Association is not staffed to monitor the Project for Rules violations, the Association relies on residents to identify and report violations of these Rules. The Association also relies on residents to help keep other residents informed about the Rules. The Association will work with residents to enforce the Rules.

1. *Filing Complaints.*

Complaints must be in writing and signed by a resident or Owner who is willing to be identified as the complainant. The Association may refuse to enforce a violation (i) that cannot be easily and independently verified, (ii) for which it did not receive a signed written complaint, (iii) for which the complainant will not cooperate with monitoring the violation and compliance, or (iv) for which the Board does not consider to be significant or community wide. Please direct any complaints or rule violations to:

Navarro Crossing Owner's Association, Inc.
c/o Kenneth Holmes
8313 IH-10 East
Seguin, Texas 78155
kenholmes4@outlook.com
P: (979) 236-3006

2. *Limits.*

These Community Policies and Rules represent standards of conduct and maintenance in a densely populated community. It is understood that individuals may have different interpretations of and tolerances for these Rules. On lifestyle-related Rules, the Association may refrain from acting on a perceived violation unless the Board determines the violation to be a significant or community-wide problem. The Association may not be compelled by one resident to enforce these Rules against another resident. Residents are expected to deal directly and peaceably with each other.

3. *Waivers and Variances.*

Certain circumstances may warrant a waiver or variance of these Community Policies and Rules. To obtain a waiver or variance, an Owner must make a written application to the Board. The Board's approval of a waiver or variance must be in writing and may be conditional. Failure to enforce any of these Rules is not a waiver of the Association's right to do so.

4. *Reimbursement for Enforcement and/or Damage.*

If the Rules are violated by any Owner, Occupant or guest of the Owner's Unit, the Owner will be responsible for corrective action, damages, and fines resulting from the violation. An Owner must promptly reimburse the Association for any expense incurred by the Association to enforce the Rules against the Owner, the Owner's Unit, or the Owner's Occupants or guests.

5. *Delegation of Board's Authority.*

The Board may delegate any of its authority or duties as listed in these Community Policies and Rules to the ACC, as deemed appropriate by the Board in its sole discretion.

[Note to new Owners: The following policies are partly from the Declaration and partly adopted by action of the Board. All Declaration provisions apply—even if not set forth below. Except for provisions of these policies that come from the Declaration, the policies may be changed or added to by the Board.]

UNIT RELATED RESTRICTIONS

6. *Storage of Property on Private Patios, Balconies, or Yard Areas.*

The only items which may be stored temporarily or permanently on patios, balconies, or yard areas which can be viewed from Common Areas are the following: lounges and lawn chairs; exterior tables; live plants in hanging baskets or pots; and barbecue grills, if space allows and not prohibited by applicable law. Items visible from Common Areas must not appear to be in disrepair.

All other property (including, without limitation, towels, bathing suits, mops, brooms, barbecue briquettes, fuel, wood, tools, carpeting, boxes, plastic bags, beverages, furniture, and automobile equipment) must be kept inside the Unit or screened from the Common Areas such as in an enclosed fenced yard, inside exterior closets or storage rooms. The Association has the right and the responsibility to control the visual attractiveness of the Property, including the right to require removal of objects which are visible from the Common Areas and which detract from the Property's appearance. All property stored in violation of this Rule may be removed and disposed of without prior notice by any Board member or management company representative.

7. *No Items on Railings/Clothes Drying Outside Units.*

No clothes, towels or other items may be hung anywhere outside, *i.e.* on patios or balcony railings or in yard areas. Clothes or other items must be dried inside the Units. Items being dried outside in violation of this rule may be removed and disposed of without prior notice by any Board member or management company representative.

8. *Window Coverings.*

No foil or other materials objectionable in the reasonable judgment of the Board shall be placed in or next to any window or sliding glass door. Burglar bars may not be installed. Any window coverings that are visible from any public or private streets or driveways serving the Project must be neutral in color, which shall include beige, white or cream. Blinds and drapes must be in good repair, hung properly, and comply with the Rules regarding color and materials.

9. *Entry Areas and/or Sidewalks.*

Entry areas, stoops, walkways, sidewalks and landings at the front or side of Units shall be kept clean and neat by the Owner of the Unit to which such items are allocated as Limited Common Elements.

10. *Barbecue Grills and Outdoor Fires.*

Residents may keep and use barbeque grills that comply with all applicable regulatory requirements, subject to the limitations contained in this Section. The Board reserves the right to prohibit or restrict the existence and/or use of all or certain outdoor cooking grills if, in the Board's discretion, a grill constitutes a fire hazard or is unattractive or oversized for the area in which it is kept. With respect to permitted grills, (i) open fires must be supervised at all times;

(ii) propane gas tanks must be properly used and maintained; (iii) no flames may be higher than the cooking surface; (iv) a grill may not be used near combustible materials; (v) grills and open fires shall be limited to the rear yard, Limited Common Element area of a Unit. Except for barbecue fires as permitted herein, there may not be any exterior fires on the Property.

11. *Lighting.*

No exterior lighting in addition to that installed with the original construction of the Unit Building may be installed outside the boundaries of a Unit without approval of the Board.

12. *Utilities and Leaks.*

Each Owner shall be responsible for promptly fixing leaks in such Owner's Unit, including all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, and shower stalls. A Unit Owner will be strictly liable, regardless of fault, for any damages anywhere by water leaks from the Owner's Unit and the Owner shall be responsible for paying for damages and repairs necessitated by water leaks from his Unit to adjacent Units. If the Association deems it necessary to repair any of these items inside an Owner's Unit, the Owner shall reimburse the Association for the cost of repair. Unit Owners shall promptly report water leaks to the Association.

It is the duty of every Owner to protect the water lines serving his or her Unit from freezing during winter months. Failure by the owner to take appropriate precautions, such as allowing water lines to drip during periods of anticipated below freezing temperatures, may be deemed negligence.

13. *Fences.*

Fences that are in addition to those that are built in connection with the original construction of the Project may not be erected by any Owner unless approved by the ACC.

14. *Private Pools and other Recreational Improvements.*

No private swimming pool, hot tub or similar improvement may be constructed by an Owner without ACC approval, which may be granted or denied in the sole discretion of the ACC. In the event a Unit Owner obtains approval and installs a swimming pool in its private yard area, such yard must be enclosed and child proofed as well as comply with applicable legal requirements. Private playscapes, basketball goals, and trampolines may not be installed without ACC approval. Above-ground swimming pools may not be installed by an Owner under any circumstances.

15. *Pest Control.*

Each Owner shall have the responsibility to keep their Unit free of pests, rodents and insects. The Association shall have the right to enter and exterminate an Owner's Unit, at the

Owner's expense, if the Owner's failure to control pests inside his Unit is adversely affecting other Units.

16. *Smoke Detectors.*

Each Owner is required to have and maintain battery or A/C electric smoke detector(s) in his Unit in accordance with state law. The Occupants must keep any batteries associated with smoke detectors in working condition at all times.

COMMON AREA RELATED USE AND MAINTENANCE

17. *Persons Who May Use Common Areas.*

Common Areas may only be used by Declarant (including during construction of Units), Unit Owners, and their tenants, family, and guests.

18. *Storage of Property in Common Areas.*

No property may be stored temporarily or permanently on sidewalks, drives, parking areas, or other Common Areas. Management company employees and service personnel, if any, Board members and persons designated by them may remove and throw away any property stored in violation of this rule.

19. *Common Area Modifications.*

Except for normal and customary maintenance and upkeep of the yard and flower beds associated with a Unit and performance of the Owner's repair, maintenance and replacement responsibilities as set forth in the Declaration, no Owner may construct, alter, modify, landscape, trim, or otherwise perform any work whatever upon any of the Common Elements, Limited or General, without the prior written approval of the plans by ACC. No exterior awning, shades, railings or similar Improvements may be installed outside the Unit's boundaries without ACC approval.

20. *Common Area Repairs.*

If the Common Area is in need of repair or maintenance, Owners are requested to inform the Board's duly appointed representative or the management company, if any, immediately and leave a message about the items needing to be addressed. This is especially important if exterior lighting or sprinklers are malfunctioning.

OCCUPANT OBLIGATIONS

21. *Children.*

Each Owner is responsible for the conduct of their children and the children who are tenants or guests in his Unit. Children under the age of ten (10) years may not be left in the Unit without an adult. No children's toys, bicycles or sporting equipment may be left outside or in the Common Areas for an extended period of time.

22. *Pets.*

Dogs, cats, fish, birds and other animals may be kept in Units. Except for birds and fish, no more than two (2) animals may be kept in a Unit and no dangerous breeds of animals, as determined in the sole judgment of the Board, are allowed in the Project. Animals may not make excessive noise (in the sole judgment of the Board). Animals may not be bred for commercial purposes. Dogs must be kept on a leash when outside a Unit. Leashes may not be tied to objects and must be held by a person who can control the animal at all times. Animals may not be left alone outside of the Building of a Unit, except in the rear yard of a Unit and only if such yard is completely enclosed in a manner than can contain the pet. The Board may, from time to time, designate specific areas for pet defecation to the extent pets are allowed and otherwise establish Rules regarding pets. Owners of Units where an animal is housed have the responsibility to immediately clean up after such animal has defecated.

Used cat litter must be disposed of only in trash dumpsters or individual trash receptacles. Cat litter may not be dumped in flower beds. Owners must keep their Units in a sanitary condition and free from fleas, pet parasites and noxious odors. Unit Owners shall be liable for damage caused to Common Elements by pets of the Owner or the Owner's tenants or guests. Pet feeding bowls may not be left outside, except in the rear yard of the Unit. The Board may require permanent removal of any pet when the pet or its Owner has repeatedly violated these Rules or the pet has become objectionable or dangerous in the opinion of the Board.

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

23. *Trash.*

Garbage, rubbish, debris or cuttings shall not be left or deposited, even temporarily, on any Common Areas, yard areas, balconies or patios, except in trash receptacles that cannot be seen from the Common Areas or another Unit. A Unit Owner is responsible for taking his trash to the appropriate area for pickup or to refuse containers, if in use. Individual trash containers shall be kept out of view from the Common Areas or other Units except on designated refuse collection days.

24. *Care During Construction.*

An Owner who is having a Unit or other structure worked on, repaired, or remodeled shall take reasonable and necessary precautions to prevent damage to the Common Area (including any driveways or streets) caused by construction companies, workmen, suppliers, or service companies working on or delivering materials to or removing materials from the work

site on the Owner's Unit. Such Owner shall be liable to the Association for any damages to the Common Area and for costs of cleaning up or replacing property in the Common Area destroyed or damaged by such construction companies, workmen, suppliers, or service companies. Such Owner shall be liable to the respective Unit Owners for any damage to another Owner's Unit and for any costs of cleaning up or replacing property which may be destroyed or damaged by such construction companies, workmen, suppliers, or service companies and the Association shall have the right to repair such damage at the Association's expense, in which event the cost of repair shall be owed to the Association by the Unit Owner who caused the damage or whose construction company, workmen, suppliers, or service company caused the damage

USE RESTRICTIONS

25. *Signs.*

"For sale" or "for rent" signs and all other signs are prohibited and may not be exhibited anywhere in the Project, including from the interiors of the Units, except in areas as approved by the Board. Board members and management company representatives may enter, without prior notice, and remove and throw away such signs. The policy regarding signs is subject to exceptions for the Declarant (developer) under the Declaration and APPENDIX A to the Declaration.

26. *Antennas.*

No exposed exterior television or radio antennas or satellite dishes, except digital satellite dishes not exceeding the normal and customary size for modern satellite equipment, may be installed anywhere on the Property. The installation of any satellite or antenna equipment must be in strict accordance with Rules and be located in designated areas for installations promulgated by the Board. Any installation of such items shall be conducted at the Owner's or Resident's sole expense. Notwithstanding the forgoing, if this provision is in conflict with applicable law, then the portion of the provision that is violative of such applicable law shall no longer remain in effect.

27. *Mailboxes.*

The Board has the exclusive right to designate the type, size and location, and signage on mailboxes. Names on the outside of mailboxes are not allowed and may be removed by the Board or management company without prior notice because publicly identifying names with a particular Unit increases the risk of crime for Occupants of the Unit. The Association is not responsible for any mailbox keys and does not keep a copy of the keys to the mailbox.

28. *No Temporary Structures.*

No structure of temporary character, trailer, tent, shack, garage, barn, or other outbuilding is permitted on the Project, temporarily or permanently, except with the prior written consent of the ACC. Notwithstanding the forgoing, temporary structures may be used in connection with the construction, repair, or rebuilding of any Unit or Common Elements may be approved by the ACC in connection with the permitting of such work on a Unit.

29. *Garage Sales/Estate Sales.*

Without the Board's prior written permission, no person may conduct a garage sale, estate sales, or similar activity.

30. *Noise.*

Unit Owners and Occupants shall refrain from playing radios, televisions, stereos, and other electrical or mechanical devices so loudly that they may be heard outside their Unit or rear yards. Use of such items in the rear yard of a Unit if sound levels are kept at a low level so as to remain unintrusive outside the boundaries of the rear yard. Doors and windows must be shut when playing televisions, stereos and similar sound equipment at levels that are audible outside of the Unit. Excessive yelling or loud conversation or speaking outside is prohibited.

31. *Nuisances.*

No unsafe, noxious, offensive, odorous or illegal activity is permitted within the Project. No activity shall be conducted on the Property which in the judgment of the Board might reasonably be considered as annoying to neighbors or ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the Property for quality of living. No exterior loudspeakers or flashing lights shall be allowed, except for built-in, exterior speakers in a Unit subject to Board approval. No person may do anything that will increase insurance rates for the Project without prior, written approval of the Board. No person may do anything that may cause the Project Improvements to be uninsurable or which may cause any insurance policy to be canceled, or suspended or materially and detrimentally modified by the issuing company.

32. *Criminal Activity.*

While on the Project, no person may violate any criminal laws, health codes or other applicable laws. No tampering with outdoor water, lighting, sprinklers, or other Common Elements is allowed without prior Board or ACC approval.

33. *No Weapons.*

No weapons of any kind are permitted on any portion of the Common Elements. The discharge of firearms, pellet guns, bow and arrows, slingshots and other hazardous items is prohibited.

34. *No Drilling.*

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

35. *Solar Device Policy.*

As provided in the Declaration, no portion of the Common Elements may be altered without the approval of the Board. Consequently, no solar device may be installed on any portion of the Common Elements without the advance written approval of the Board.

36. *Energy Efficient Roofing Policy.*

As provided in the Declaration, no portion of the Common Elements may be altered without the approval of the Board. Consequently, no energy efficient roofing facilities may be installed on any portion of the Common Elements without the advance written approval of the Board.

37. *Rainwater Harvesting System Policy.*

As provided in the Declaration, no portion of the Common Elements may be altered without the approval of the Board. Consequently, no rainwater harvesting system (e.g., rain barrels) may be installed on any portion of the Common Elements without the advance written approval of the Board.

38. *Flag Display and Flagpole Installation Policy.*

As provided in the Declaration, no portion of the Common Elements may be altered without the approval of the Board. Consequently, no flagpole may be installed on any portion of the Common Elements without the advance written approval of the Board.

39. *Display of Certain Religious Items Policy.*

a. Display of Certain Religious Items Permitted.

An Owner or resident is permitted to display or affix to the entry door or doorframe of the Owner's Unit (which may not extend beyond the outer edge of the doorframe) one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry door or doorframe of the Owner's Unit.

b. General Guidelines

Religious items may be displayed or affixed to the entry door or doorframe of an Owner's Unit (which may not extend beyond the outer edge of the doorframe); provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five (25) square inches (5" x 5" = 25 square inches).

c. Prohibitions

No religious item may be displayed or affixed to the entry door or doorframe of an Owner's Unit (which may not extend beyond the outer edge of the doorframe) if said religious item: (i) threatens the public health or safety; (ii) violates applicable law; or (iii) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or doorframe of an Owner's Unit (which may not extend beyond the outer edge of the doorframe). Nothing in this policy may be construed in any manner to authorize an Owner or resident to use a material or color for the entry door or doorframe of the Owner's Unit or

to make an alteration to the entry door or doorframe that is not otherwise permitted pursuant to the Association's governing documents.

d. Removal

The Association may remove any item which is in violation of the terms and provisions of this Policy.

e. Covenants in Conflict with Statutes

To the extent that any provisions of the Governing Documents restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of these Community Policies and Rules shall hereafter control.

VEHICLE RESTRICTIONS

40. *Vehicle Repair.*

Except in an emergency when a vehicle is inoperable, no vehicle may be worked on at the Property. Vehicles must be serviced or repaired off the Property. Vehicles which have expired license plates, expired inspection stickers, flat tires or which are obviously inoperable are prohibited and shall be removed from the Property at the Owner's expense. Such vehicles must be removed from the Property immediately upon notice from any Board member or management company representative.

41. *Parking.*

(a) Parking of vehicles, motorcycles and bicycles outside of garages or parking spaces allocated as Limited Common Elements for the Unit is prohibited. Owners and Occupants shall park vehicles in their respective garages or allocated driveway or parking spaces at all times. No Unit Owner or Occupant shall park, store, operate or keep within or adjoining the Project any commercial-type vehicle, truck, van, recreational vehicle (e.g. camper unit, motor home, trailer, boat, mobile home, golf cart), or other similar vehicle within the Project, unless such vehicle can be parked in the Unit's garage or allocated parking area or space without displacing another of the Unit Owners' vehicles. No Unit Owner or Occupant shall park, store, operate or keep within or adjoining the Project any vehicle over nineteen (19) feet long.

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

(c) Within the Project, Owners and Occupants may not park more vehicles than fit in the Unit Owner's garage, or the driveway and parking space(s) allocated to the Unit as Limited Common Elements.

(d) Motorcycles and bicycles may not be parked or stored on balconies, patios or similar areas. Bicycles must be stored inside the Unit or in areas screened from view of the Common Elements.

(e) If someone is physically disabled, the Board will accommodate special requests for wheelchair parking if possible. Handicap parking signs must be honored.

42. *Anti-Theft Alarms.*

Owners and Occupants who have vehicles with anti-theft systems shall not allow the alarms or horns to go off and disturb other person in the Project for more than one (1) minute; and any vehicle violating the one (1) minute rule shall be deemed to be illegally parked and subject to immediate towing, without prior notice to the vehicle owner or operator, by the Association under the Texas towing statutes. The Association may, without liability to the owner or operator of the vehicle, cut or disconnect any power source to such alarm or horn to avoid having to tow the vehicle.

43. *Towing Illegally Parked/Inoperable Vehicles.*

Vehicles parked in violation of these Rules, inoperable vehicles, and vehicles parked in incorrect parking spaces may be removed and stored without permission of the vehicle's owner or operator. Notice and removal shall be in accordance with applicable law. A Unit Owner is liable for all costs of towing illegally parked or inoperable vehicles of the Unit Owner, his family, guests or tenants. The Association may but is not required to enforce provisions related to parking by towing. The failure to tow illegally parked vehicles is not a waiver of the Association's right to tow.

LEASES AND TENANTS

44. *Condominium Lease Forms.*

The Board recommends that all Unit Owners use the latest Texas Apartment Association Condominium Lease forms when leasing their Units. The Declaration requires Owners to keep the Board or management company, if any, informed of the names of all tenants and other Occupants of leased Units. Each Owner is liable for all damages caused by the Owner, his family and guests, and by the Owner's tenants, and their family and guests. A copy of the Condominium Documents must be attached to leases between Unit Owners and their tenants.

Leasing of Units is allowed only if: (a) All leases are in writing and are subject to the provisions of the Condominium Documents, (b) a copy of the then-current Condominium Documents are provided to an Owner's tenant by the Owner at the beginning of the lease term; (c) the Unit is not leased for hotel or transient purposes or for less than sixty (60) days; and (iv) the Owner and tenant comply with all applicable provisions of the Governing Documents.

Notwithstanding the forgoing, upon the written request by an Owner, the Board may approve short-term rentals of a Unit by the Owner. However, in no event shall a Unit be utilized for short-term rentals exceeding an aggregate of 14 total days in a calendar year.

45. *Eviction of Tenants.*

Under the Declaration, the Association has the right to evict an Owner's tenant who substantially or repeatedly violates the Rules.

46. *Security Device Requirements if You Rent Your Unit.*

If an Owner rents his/her Unit, a special statute provides that the Owner must rekey at every tenant turnover and you must install and maintain certain kinds of security devices in the Unit. This is very important, since the Owner could be held responsible for crimes committed against your tenants that are caused in part by your failure to comply with the 1993 Texas Security Device Statute.

ENFORCEMENT MECHANISMS AND RIGHTS OF ASSOCIATION

47. *Fines.*

The Board may levy reasonable fines on Unit Owners for violating the Declaration or Community Policies and Rules. A minimum fine for each violation shall be \$25.00.

48. *Late Charges.*

The charge for late payment of monies to the Association shall be a one-time \$15.00 charge per late payment to cover the administrative costs, hassle, and overhead of collection (excluding attorney's fees). After the due date, interest shall run on unpaid sums due the Association at the rate of eighteen percent (18%) per year compounded annually.

49. *Hot Checks.*

The charge for a returned check is \$35.00 or an amount determined by the Board in its sole discretion, plus bank charges incurred by the Association.

50. *Delinquencies.*

The Board and/or management company, if any, may disclose in newsletters, and by other means, the names of Owners who are delinquent in any sums due the Association, the amount of the delinquencies, and the names of violators and disciplinary action taken against Unit Owners. The right to vote and the right to use Common Elements of any Owner who is more than thirty (30) days delinquent on any sum owed to the Association are automatically suspended without notice. If an Owner is delinquent in the payment of any sum due the Association for a period of thirty (30) days or more, any tenant of the Owner occupying the Unit may pay any sums due to the Association by the Owner in order to avoid suspension of Common Area use rights; and the tenant may deduct same from rent due to the Owner. If any Owner is

delinquent in the payment of any sum due the Association for a period of sixty (60) days or more, the Board may (so long as the default continues) demand and receive from any tenant occupying the Owner's Unit the rent due or becoming due from the tenant to the Owner, up to an amount sufficient to pay all delinquent sums due to the Association by the Owner.

51. *Non-Liability and Release of the Association, Officers and Directors.*

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

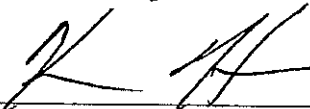
[Signatures appear on the following page]

DECLARANT:

K&S Holmes Development, LLC,
a Texas limited liability company

By: 
Kenneth W. Holmes, Manager

Navarro Crossing Owner's Association, Inc.,
a Texas nonprofit corporation

By: 
Kenneth Holmes, President

THE STATE OF TEXAS

COUNTY OF Guadalupe

§
§
§

This instrument was acknowledged before me on this 23 day of December, 2015, by Kenneth W. Holmes, as Manager of K&S Holmes Development, LLC, a Texas limited liability company, on behalf of said company.



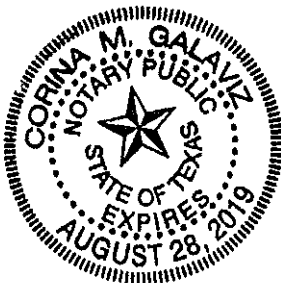
Corina M. Galaviz
Notary Public, State of Texas

THE STATE OF TEXAS

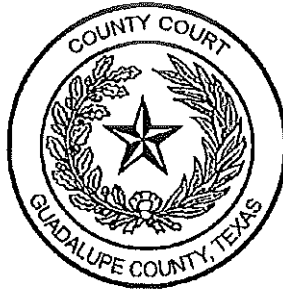
COUNTY OF Guadalupe

§
§
§

This instrument was acknowledged before me on this 23 day of December, 2015, by Kenneth Holmes, President of Navarro Crossing Owner's Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.



Corina M. Galaviz
Notary Public, State of Texas



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

2015026300

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

12/28/2015 1:45:39 PM

PAGES: 135

TERESA KIEL, COUNTY CLERK

GUADALUPE COUNTY, TEXAS



Teresa Kiel

→ Ken Holmes
8313 IH 10 E
Seguin TX 78155