Comal County Environmental Health
OSSF Inspection Sheet

Installer Name: Aerobic Services **OSSF Installer #:** OS0024597

1st Inspection Date: 10/17/25 **2nd Inspection Date:** _____ **3rd Inspection Date:** _____

Inspector Name: Corey Allen **Inspector Name:** _____ **Inspector Name:** _____

Permit#: 118708 **Address:** 1941 FM 306

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	X	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		X		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	X	285.91(10) 285.30(b)(4) 285.31(d)		X		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	X	285.32(a)(1)		X		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	X	285.32(a)(3)		X		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	X	285.32(a)(5)		X		
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Inspector Notes: **10/17/25 CA: Tanks level no leaks cover need op**

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and " T " Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (II)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (i)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	x	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		x		
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed			3000			
13	PUMP TANK Volume Installed			2*3000			
14	AEROBIC TREATMENT UNIT Size Installed	x		4*1500 2*3000	x		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	x x		NuWater	x x		
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Drip Irrigation	x	285.33(c)(3)(A)-(F)		x		

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3) (B)285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	X	285.32(c)(1)		X		
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	X X X			X X X		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	X			X		
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	X					

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	X	285.33(d)(2)(G)(iii)(II) 285.33(d)(2)(G)(iii)(III) 285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	X X	285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed	X					
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Olvera,Brandon

From: Olvera,Brandon
Sent: Friday, September 5, 2025 12:23 PM
To: Greg Johnson; clint@regallanddevelopement.com
Subject: Pages from 118708.pdf
Attachments: Pages from 118708.pdf

Property Owner/Agent,

In the attached file is the permit conditions that will be associated with the PTC. Upon discussion with our Engineer, the first page of the application and site plan will need to reflect the structures that are going to be onsite and connected to the On Site Sewage Facility (OSSF) at time of final inspection. The planning materials and design rate can remain the same.

If you have any questions, feel free to give me a call or send me an email.

Thank You,

| Brandon Olvera | Designated Representative OS0034792 |
| t: 830-608-2090 | e: olverb@co.comal.tx.us |

Special Permit Conditions on Next Page

COMAL COUNTY
ENGINEER'S OFFICE

Permit of Authorization to Construct an On-Site Sewage Facility
Permit Valid For One Year From Date Issued

Permit Number:	118708
Issued This Date:	09/24/2025
This permit is hereby given to:	RIVERS EDGE AT GRUENE, L.P.

To start construction of a private, on-site sewage facility located at:

1941 FM 306
NEW BRAUNFELS, TX 78132

Subdivision:	ALANSON P. FUQUAY SURVEY #35, A-155
Unit:	0
Lot:	0
Block:	0
Acreage:	11.4600

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Drip Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

September 5, 2025

COMAL COUNTY

ENGINEER'S OFFICE

1941 FM 306
13.769 ACRE TRACT OF LAND, SITUATED IN THE
ORILLA RUSSELL SURVEY NO. 2, ABSTRACT NO. 485 AND THE
ALANSON P. FUQUAY SURVEY NO. 35, ABSTRACT NO. 155

TAC 285.3(a)(4)
Special Permit Conditions for Permit 118708

As a condition of the License to Operate, Comal County Environmental Health Office will require the following:

1. An update on the structures built and connected to the Onsite Sewage Facility (OSSF) every 6 months. There shall be no more than 13 structures in total. If there is new development connected to the OSSF, the following will need to be submitted to our office for review:
    a. A new signed and dated application stating the total number of structures on the property (new and existing)
    b. A new site plan:
        i. Showing the new and existing structure(s).
        ii. Showing the number of bedrooms in each structure.
        iii. Showing the actual square feet of living space in each structure.
2. The permitted flow rate shall not exceed 5000 gallons per day (GPD) combined.
    a. (ex. 13 structures, 5-bedrooms, less than 4500 square feet.

The License to Operate (LTO) will be void and a new permit must be obtained if any if the above conditions are not met.

If you have any questions, you can email me or call the office.

Thank You,

COMAL COUNTY
ENGINEER'S OFFICE

| Brandon Olvera | Designated Representative OS0034792 |

| t: 830-608-2090 | e: olverb@co.comal.tx.us |

RECEIVED
By Kathy Griffin at 3:39 pm, May 30, 2025

6-11-25 Greg Johnson's office said to hold off on this review, the WPAP has to be changed and the acreages need to be revised.

COMAL COUNTY
ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		118708
Date Received	*Initials*	*Permit Number*

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

OSSF Permit

☒ Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate

☒ Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer

☒ Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.

☒ Required Permit Fee - See Attached Fee Schedule

☒ Copy of Recorded Deed

☒ Surface Application/Aerobic Treatment System

☒ Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

☒ Signed Maintenance Contract with Effective Date as Issuance of License to Operate

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

Signature of Applicant

05/30/2025

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No._____

INCOMPLETE APPLICATION
___ (Missing Items Circled, Application Refeused)

Revised: September 2019

RECEIVED
By Brandon Olvera at 4:09 pm, Aug 25, 2025

Tract 2

COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Date April 30, 2025 Permit Number 118108.

1. APPLICANT / AGENT INFORMATION

Owner Name	RIVERS EDGE AT GRUENE, L.P.	Agent Name	GREG W. JOHNSON, P.E.
Mailing Address	6 GRUENE WALD	Agent Address	170 HOLLOW OAK
City, State, Zip	NEW BRAUNFELS, TX 78130	City, State, Zip	NEW BRAUNFELS, TX 78132
Phone #	(512) 466-6695	Phone #	830-905-2778
Email	clint@regallanddevelopment.com	Email	gregjohnsonpe@ yahoo.com

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____

Survey Name / Abstract Number ALANSON P. FUQUAY SURVEY #35 A-155 Acreage 13.769

Address 1941 FM 306 City NEW BRAUNFELS State TX Zip 78132

3. TYPE OF DEVELOPMENT

☐ Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) 13 - HOUSE / CONDOMINIUM

Number of Bedrooms UP TO 5

Indicate Sq Ft of Living Area <4500

☒ Non-Single Family Residential

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility 13- HOUSE / CONDOMINIUM

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants _____

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: $ 10,000,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☒ Public ☐ Private Well ☐ Public Well ☐ Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Owner _____ Date 4/30/25

Revised January 2021

RECEIVED
By Brandon Olvera at 4:09 pm, Aug 25, 2025

ALANSON P. FUQUAY SURVEY #35 A-155, 13.769

COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND DRIP TUBING

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) 3000 TRASH/2-3000 EQ/4-1500 ATU/2-3000 ATU **Absorption/Application Area (Sq Ft)** 25,200

Gallons Per Day (As Per TCEQ Table III) 5000

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

Is the property located over the Edwards Recharge Zone? ☒ Yes ☐ No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? ☒ Yes ☐ No

(if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

Is there at least one acre per single family dwelling as per 285.40(c)(1)? ☐ Yes ☒ No

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? ☐ Yes ☒ No

(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone? ☐ Yes ☒ No

Is there an existing TCEQ approval CZP for the property? ☐ Yes ☒ No

(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? ☐ Yes ☒ No

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the ap

Is this property within an incorporated city? ☐ Yes ☒ No

If yes, indicate the city: _____

FIRM #2585

By signing this application, I certify that:
- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer

April 30, 2025
Date

RECEIVED
By Brandon Olvera at 2:37 pm, Aug 11, 2025

202506025142 08/07/2025 01:07:02 PM 1/1

AFFIDAVIT

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal County, Texas.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description):

_____ UNIT/PHASE/SECTION _____ BLOCK _____ LOT _____ SUBDIVISION

13.769 (TRACT 2)

IF NOT IN SUBDIVISION: ~~11.469~~ ACREAGE ALANSON P. FUQUAY SURVEY #35 A-155 SURVEY

The property is owned by (insert owner's full name): RIVERS EDGE AT GRUENE, L.P.

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 30th DAY OF April ,20 25

Owner(s) signature(s)

Clint Jones
Owner (s) Printed name (s)

CLINT JONES SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 30 DAY OF APRIL ,20 25

Notary Public Signature

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/07/2025 01:07:02 PM
IRENE 1 Pages(s)
202506025142

Bobbie Koepp

Docusign Envelope ID: 33E3B01D-8A5B-446C-8A04-228D343A86EE

RECEIVED
By Brandon Olvera at 2:37 pm, Aug 11, 2025

Maintenance Service Provider
15188 FM 306
Canyon Lake, TX 78133
Office (830)964-2365

AEROBIC SERVICES

SERVICE ADDRESS	*Installer*	*TERM*
1941 FM 306 New Braunfels- 13.769ac	ASST	2 year

Routine Maintenance and Inspection Agreement

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between River Edge at Gruene L.P.; (referred to as "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") are located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement, the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing, and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year (at least once every 4 months), this includes inspections of the entire aerobic system, adjustment, and servicing of the mechanical, electrical, and other applicable parts to ensure proper function. This includes inspecting the control panel, air pumps, air filters, and diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.

2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow, and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.

3. If any improper operation is observed, that cannot be corrected during the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.

4. If the system is a spray field application the Property Owner will be responsible for the chlorine. The chlorine must be filled before or during the service visit. Aerobic systems with a drip field do not require chlorine.

5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ, or any other authorized regulatory agency in your jurisdiction will be covered by this policy. BOD and TSS testing is covered by this contract.

The Property Owner Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the above-described Services. The contractor may access the System components including the tanks through excavation for evaluations if necessary. Soil is to be replaced with the excavated material as best as possible.

Termination of Agreement

Either party may terminate this agreement within ten days with a written notice in the event of substantial failure to perform under its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

Docusign Envelope ID: 33E3B01D-8A5B-446C-8A04-228D343A86EE

RECEIVED
By Brandon Olvera at 2:37 pm, Aug 11, 2025

Limit of Liability
In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract tort or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

Dispute Resolution
If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable mediator and shall share the cost of the mediation services equally.

Entire Agreement
This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

Severability
If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Property Owner
River Edge at Gruene L.P.

Name
Clint Jones

Email
clint@regallanddevelopment.com

Service Address
1941 FM 306
New Braunfels, TX 78132

Phone
512.466.6695

DocuSigned by:
Clint Jones
28BC0B16C52844A...
SIGNATURE

EFFECTIVE DATE _

EXPIRED DATE_

SERVICE PROVIDER

Aerobic Services of South Texas LLC.

15188 FM 306 Canyon Lake, TX 786133

(830) 964-2365

Signature of Service Provider and License #
[Thomas Hampton, OS0024597 / MP0000349]

AEROBIC SERVICES

The effective date of this initial maintenance contract shall be the date the license to operate is issued.

RECEIVED
By Brandon Olvera at 2:37 pm, Aug 11, 2025

Greg W. Johnson, P.E.
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

May 29, 2025

Comal County Office of Environmental Health
195 David Jonas Drive
New Braunfels, Texas 78132-3760

RE- SEPTIC DESIGN
1941 FM 306
ALANSON P. FUQUAY SURVEY #35, A-155, BEING 13.769 AC
NEW BRAUNFELS, TX 78132
RIVERS EDGE AT GRUENE, L.P.

Brandon /Brenda,

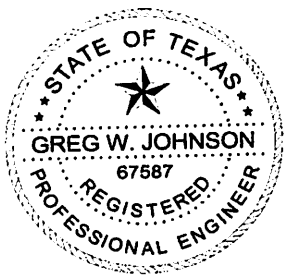
The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40,285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

05/29/25

Greg W. Johnson, P.E. No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778



RECEIVED
By Brandon Olvera at 2:37 pm, Aug 11, 2025

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: **April 23, 2025**

Site Location: **TRACT 2 - 13.169 ACRES - SEE ATTACHED DEED**

Proposed Excavation Depth: **N/A**

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
Locations of soil boring or dug pits must be shown on the site drawing.
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER **SURFACE EVALUATION**

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 1 2 3 **30"** 4 5	**II**	**SANDY LOAM**	**N/A**	**NONE OBSERVED**	**LIMESTONE @ 30"**	**BROWN**

SOIL BORING NUMBER **SURFACE EVALUATION**

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 1 2 3 4 5	**SAME**		**AS**		**ABOVE**	

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

04/23/25
Date

Preliminary Field Check For Drip Systems

DATE: 8/22/25

INSPECTOR: Corey Allen

COMMENTS: Site appears to match soil profile

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By Brandon Olvera at 2:37 pm, Aug 11, 2025

OSSF SOIL EVALUATION REPORT INFORMATION

Date: April 23, 2025

Applicant Information:

Name: RIVERS EDGE at GRUENE, L.P.
Address: 6 GRUENE WALD
City: NEW BRAUNFELS State: TEXAS
Zip Code: 78130 Phone: (512) 466-6695

Site Evaluator Information:

Name: Greg W. Johnson, P.E., R.S, S.E. 11561
Address: 170 Hollow Oak
City: New Braunfels State: Texas
Zip Code: 78132 Phone & Fax (830)905-2778

Property Location:

Lot SEE BELOW Unit ____ Blk ____ Subd. ____
Street Address: 1941 F.M. 306
City: NEW BRAUNFELS Zip Code: 78132
Additional Info.: TRACT 2 - 13.769 ACRES - SEE ATTACHED DEED

Installer Information:

Name: ____
Company: ____
Address: ____
City: ____ State: ____
Zip Code: ____ Phone ____

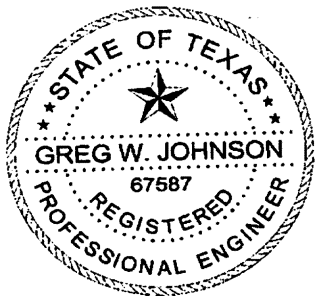
Topography: Slope within proposed disposal area: 8 %

Presence of 100 yr. Flood Zone:	YES X NO ___	
Existing or proposed water well in nearby area.	YES ___ NO X	
Presence of adjacent ponds, streams, water impoundments	YES X NO ___	>75' to RIVER
Presence of upper water shed	YES ___ NO X	
Organized sewage service available to lot	YES ___ NO X	

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016).

GREG W. JOHNSON, P.E. 67587 - S.E. 11561

04/23/25
DATE



FIRM #2585

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By Brandon Olvera at 10:03 am, Aug 26, 2025

#118708

AEROBIC TREATMENT
DRIP TUBING SYSTEM
DESIGNED FOR:
RIVERS EDGE AT GRUENE, L.P
6 GRUENE WALD
NEW BRAUNFELS, TX 78130

SITE DESCRIPTION:

Located in the Alanson P. Fuquay Survey #34, A-155, being 13.769ac (Tract 2), at 1941 FM 306, the proposed system will serve thirteen up to five bedroom condos (<4500sf) , situated in an area with moderate depth Type II soils as described in the Soil Evaluation Report. Native grasses, and Live Oak trees were found throughout this property. An aerobic treatment plant with flow equalization utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A plumber installed 3 or 4 inch SCH-40 pipe discharges from the condos to a 3000 gallon trash tank with standard inlet and outlet flow tees. Flow continues to a 6000 gallon Equalization tank (2-3000 tanks manifolded together). Flow equalization tank is fitted with dual Liberty LE40 effluent pumps controlled by a dual alternating control panel (Model RJR Alt-DT-LA) with manual reset and Omron H3CR-F cycle timer and elapsed time meter and cycle timers with NEMA rating of 4X. Flow is controlled by ball valve on a 2" SCH-40 manifold and a bypass valve in the EQ tank at 13.9 gpm (3.5 gpm per ATU) for fifteen minutes each hour. Tank is fitted with a HiBlow HP200 aerator and 4-Thomas air diffusers (see tank profile). On a float switch set at 24" in the tank. Effluent continues to 4-1500 NuWater B-1500, 1500 gpd aerobic plants equally. Flow is controlled by ball valves on a 2" SCH-40 manifold. After aerobic treatment flow continues to a 3000 gallon pump. Tank is fitted with dual pumps. The well pumps are activated by a dual alternating controller (Model RJR Alt-#ATU-2A) distributing to each zone four times per day with an 20 minute run time using a Omron H3CR-F cycle timer. Distribution from each pump is through a pressure regulator, (Senninger Model PMR40HF), to maintain pressure at 40 psi, then to a self flushing 100 micron Arkal 1.5" Super Filter, disk filter, Netafim 1.5" WM-150 flow meter and then to a 1.25" Sch-40 PVC to low voltage irrigation control valves operated by electronic controller (K-Rain ProSeries 150 control valves) in field using an using an Omron H3CR-F cycle timer to cycle to a new zone every two hours for 13 minutes alternating between seven zones. Check valves on the return manifold are required to prevent backflow in the resting zones. A high level audible and visual alarm with manual reset will activate should the pump fail and initiate the next resting pump. A 1.25" SCH-40 return line is installed to continuously flush the system to the pump tank by throttling a 1.25" ball valve. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Check valves on the return line on each field will prevent the pressuring of resting zone. Prior to installing drip field will be trenched in to approximately 12". Entire field will be heavily seeded for just sodded with grass. **Risers are required on tank inspection ports as per 30 TAC 285.38 (9/1/2023). This includes access limitation (<65lbs lid or hardware secured**

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lid), inspection and cleanout ports shall have risers over the port openings which extend to a minimum of two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed.

DESIGN SPECIFICATIONS:
Daily flow:4680 gpd 13 - five bedroom (<4500 sf.) Living
Design Rate: 5000 gpd w/ residential strength expected 300 mg/ltr BOD5
BOD5 @ 5000 gpd @ 300 mg/l x 8.34 #/gal / 1,000,000 = 12.5 lbs BOD5
NuWater B-1500 ATU each reduce 4.5#BOD5 x 4 = 18#BOD5 > 12.5#BOD5 required
Pretreatment tank size: 3000 Gal
Equalization tank: 6000 gal w/ dual effluent pumps Liberty LE40 0.4hp or equiv. fitted with HiBlow HP200 aerator and 4 Thomas air diffusers (Cn
Controls: Model RJR Alt-#ATU-2A Dual alternating control panel w/ NEMA rating of 4X w/ manual reset & Omron H3CR-F cycle timer or equivalent, also controls air pump on EQ tank
Plant Size: 4- NuWater B-1500 1500gpd Aerobic Units TCEQ/NSF approved
Pump tank size: 6000 Gal with dual pumps
Pump requirement: 2-Ashland CPM 20+ - 0.5hp 20 gpm
requiring 9.15 gpm @ up to 40 psi & up to18.3 gpm during flushing
Filter: Arkal 1.5" Super Filter100 micron disk filter
Low Voltage Control Valves : K-Rain ProSeries 150 control valves
Flow Meters : Netafim WM-150 1.5" on both supply and return manifolds or equivalent
Reserve capacity after High Level: 384 Gal (>4hrs flow Req'd)
Application Rate: Ra = 0.25 gal/sf
Total absorption area: Q/Ra = 5000 GPD/0.25= 20,000 sf. (Actual 25,200sf.)
Total linear feet drip tubing: 12,600' ***Netifim Bioline*** drip tubing .61 GPH
Total Zones: 7 Zones w 1800' per zone
Pump requirement: 1800' Netifim w/ 900 emitters per zone @ 0.61 gph @ 40 psi = 9.15 gpm with 18.3gpm during flushing with up to 40' head /10 psi (friction loss and elevation)

MINIMUM SCOUR VELOCITY (MSV) > 2 FPS
IN DRIP TUBING W/ NOM. DIA. 0.55" ID
MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((.55/12)↑2)/4)*7.48*60
MSV = 1.5 gpm PER LINE *(6) LINES = 9 GPM MIN FLOW RATE

IN RETURN MANIFOLD W/ NOM. DIA 1.25" ID
MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((1.36/12)↑2)/4)*7.48*60
MSV = 9.05 GPM

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NOTES

- A continuous maintenance contract is required to be maintained on this septic system with a minimum of service visits every three months. Each visit will require checking aerators & air diffusers, sewage and effluent pumps and dual alternating control panels and alarms for proper function. Field flush each zone and clean each of the Arkal Disc filters. Inspect each tank with sludge judge to determine if tanks requires pumping.
- BOD5 samples need to be completed at three months and at nine months after License to Operate is issued.
- Septic system requires periodic pumping each one to five years depending on usage.
- Construction material, specifications and all construction methods shall conform to the requirements set forth in the construction standards for on-site sewage facilities from TCEQ.
- The installer must be licensed by the State of Texas and install according to design specifications and obtain inspections by authorized agent throughout the installation process.
- All piping must be a SCH-40 PVC.
- No part of the system shall be located within 10 feet of a potable water line. If this is unavoidable, follow Chapter 290.44(e)(4)(B)(iv-v)
- Sewer lines with 5' and under driveways will be SCH-80 PVC or sleeved with Sch-40 PVC
- All tanks must be installed greater than five feet from any structure and be level within 1" and bedded with a minimum of 4" of sand/sandy loam free of rock.
- Risers must be installed in accordance with 30 TAC 285.38 as noted previouly
- All septic tanks inlet and outlets must be sealed with a permanent waterproof sealant.
- Aerated tanks must be vented.

ELECTRICAL COMPONENTS:

All electrical wiring shall conform to the requirements of the National Electric Code (1999) or under any other standards approved by the executive director. Additionally, all external wiring shall be installed in approved, rigid, non-metallic electrical conduit. The conduit shall be buried according to the requirements in the National Electric Code and terminated at a main circuit breaker panel or sub-panel. Connections shall be in approved junction boxes. All electrical components shall have an electrical disconnect within direct vision from the place where the electrical device is being serviced. Electrical disconnects must be weatherproof (approved for outdoor use) and have maintenance lockout provisions.

FLOODPLAIN

This area is According to the FEMA floodplain map #48091C0455G the referenced property is located within the 100 year flood plain (Flood Zone A), with the entire system is within Flood Zone A. The system has been designed so that during a 100 year flood event, in my professional opinion, no damage will occur to the OSSF as to cause contamination to the environment or a nuisance.

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BUOYANCY CALCULATIONS:

3000 gallon trash tank
Volume of Tank = Hx3.14159*D^2/4 = 8'x9.256.21'x13.33'= 537.6 cf.
Upward Buoyancy force = 537.6 cf * 8.34 #/gal*7.48gal/sf = 33,537 #
Overburden w/ 6"' of soil = area*fill Height*Wt of fill/cf =3.14159 D^2/4*75#/cfx0.5' =2520#
Tank Weight of Tank = 20,126#
Downward force of tank & min.water & overburden=20,126#+(3000)*8.34#/gal+ 2520#
=47,666#
Downward force > Upward Force 47,666# > 33,537# Tank will not float with 0.5' of cover

NuWater B 1500
Volume of Tank = H*W*L = 6.42'*5.667*12 = 436.6 cf.
Upward Buoyancy force = 436.6 cf * 8.34 #/gal*7.48gal/sf = 27,236 #
Overburden w/ .5' of soil = AREA*fill Height*Wt of fill/cf = 5.667'*12*90#/cf *.5' = 3,060#
Tank Weight of B-1500 = 16,600#
Downward force of tank & min.water & overburden=16,600#+(2086)*8.34#/gal+ 3,060#
=37,057#
Downward force > Upward Force 37,057# > 27,236# Tank will not float with 0.5' of cover

3000 gallon pump tanks
Volume of tank = 537.6 cf.
Upward Buoyancy force = 33,537#
Overburden w/ 2.25' of soil = 3.14159*9.25^2/4*75#/cf*2.25' = 11,340#
Tank Weight = 20,126#
Downward force& min water& overburden = 20,126# + 345*8.34#/gal + 11.340# = 34,343#
Downward force > Upward Force 35,603# > 33,537#
Tank will not float with 2.25' of cover

PIPE AND FITTINGS:

All pipes and fittings in this drip tubing system shall be 1.5" & 1.25" schedule 40 PVC. All joints shall be sealed with approved solvent-type PVC cement. Clipper type cutters are recommended to prevent PVC burrs during cutting of pipes causing possible plugging.

MAINTENANCE SCHEDULE

This system will require a continuous quarterly maintenance contract in which each component will be inspected to assure proper function, including aerators, filters, and effluent pumps, with pumping as determined by inspection of sludge levels in each tank.

LANDSCAPING

Drip field area will be sodded with grass and drip fields will be maintained with vegetation. Install berms and swales to divert rainwater from drip field areas.

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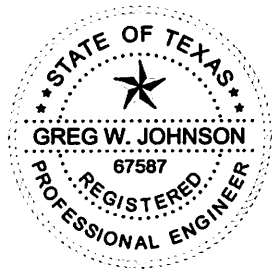
By Brandon Olvera at 10:03 am, Aug 26, 2025

Designed in accordance with Chapter 285, Subchapter D, §285.30, §285.32 Texas Commission on Environmental Quality (Effective September 1, 2023)

08/22/25

Greg W. Johnson, P.E. No. 67587 F#2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778



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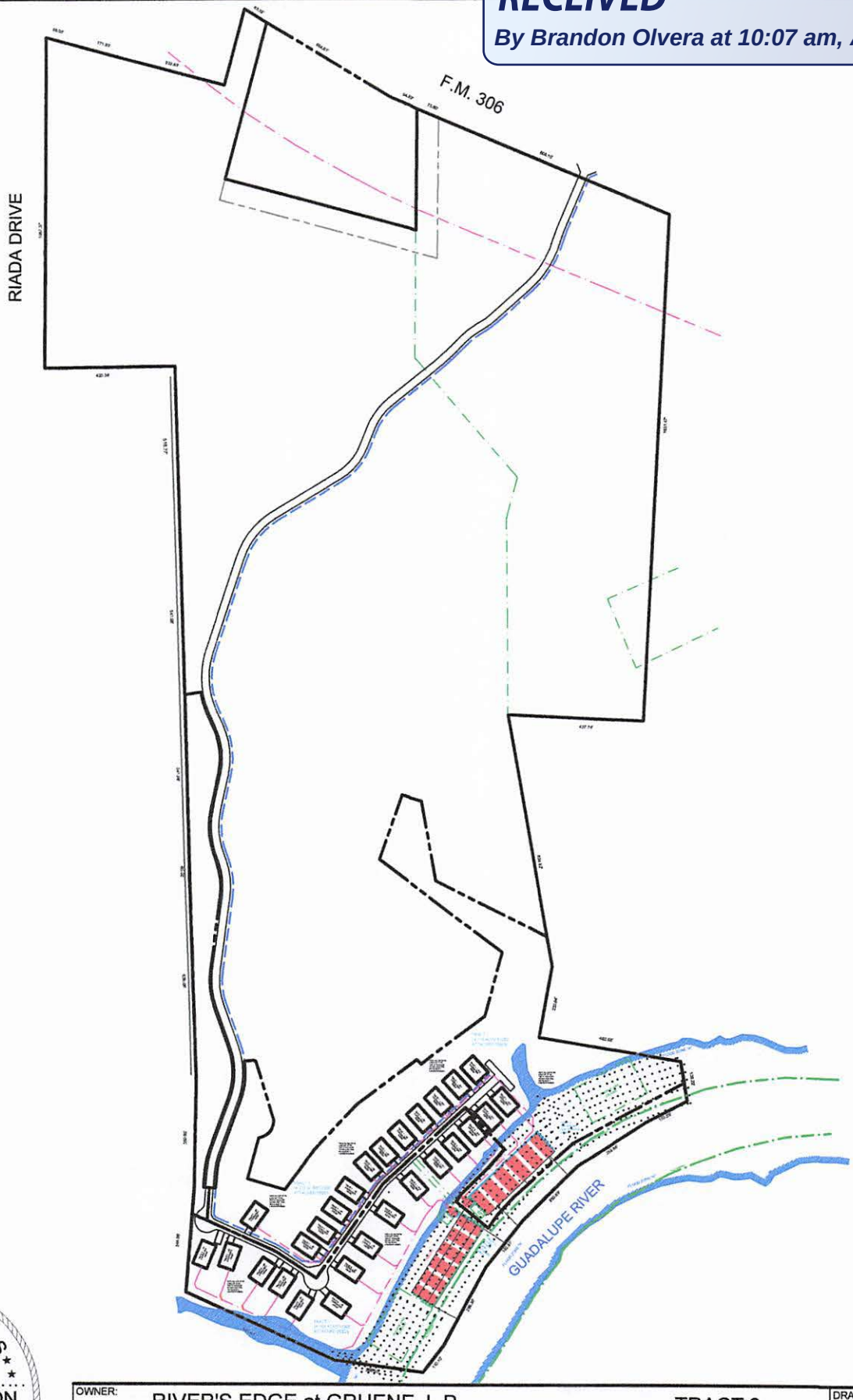

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER:	RIVER'S EDGE at GRUENE, L.P.	TRACT 2		DRAWN BY:	EJS III
STREET ADDRESS:	1941 F.M. 306				
LEGAL DESC:	SEE ATTACHED DEED			ACREAGE:	13.769
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED:	8/22/2025

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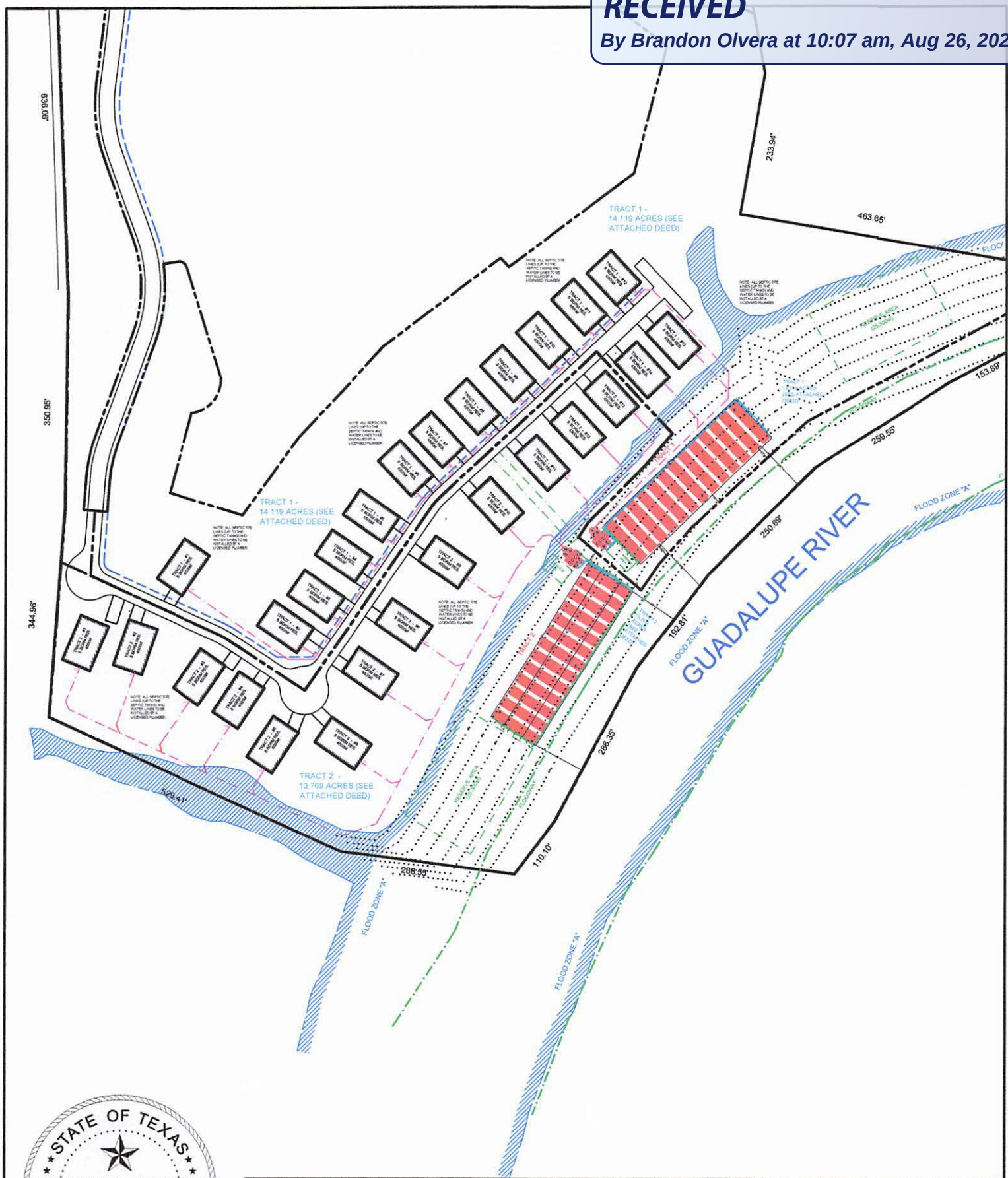
By Brandon Olvera at 10:07 am, Aug 26, 2025



STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2		DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306			
LEGAL DESC: SEE ATTACHED DEED	UNIT/SECTION/PHASE:	BLOCK:	ACREAGEOT: 13.769
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED: 8/22/2025

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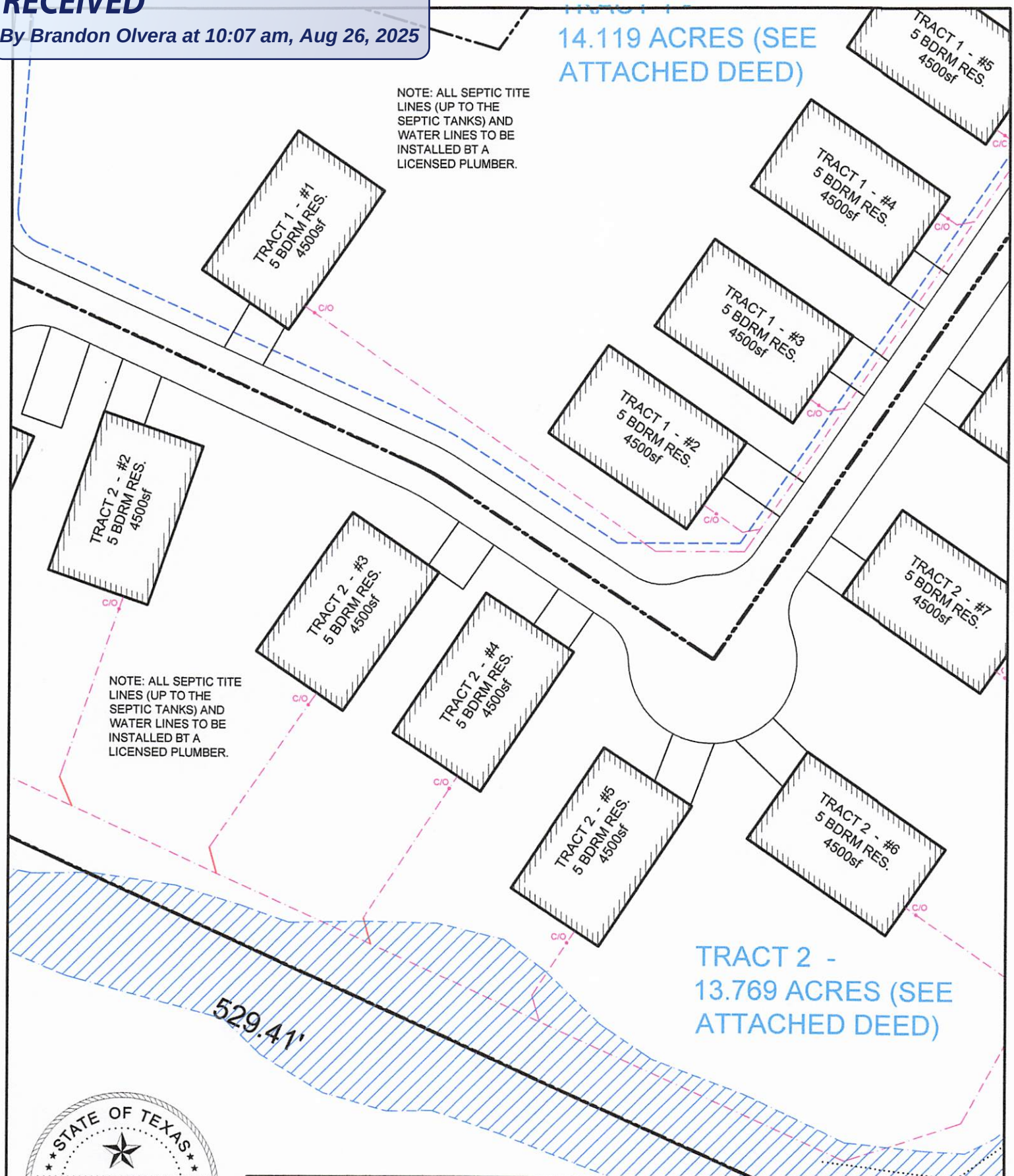

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2		DRAWN BY: EJS III	
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED			ACREAGE: 13.769	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=60'	DATE: 2/27/2025	REVISED: 8/22/2025	

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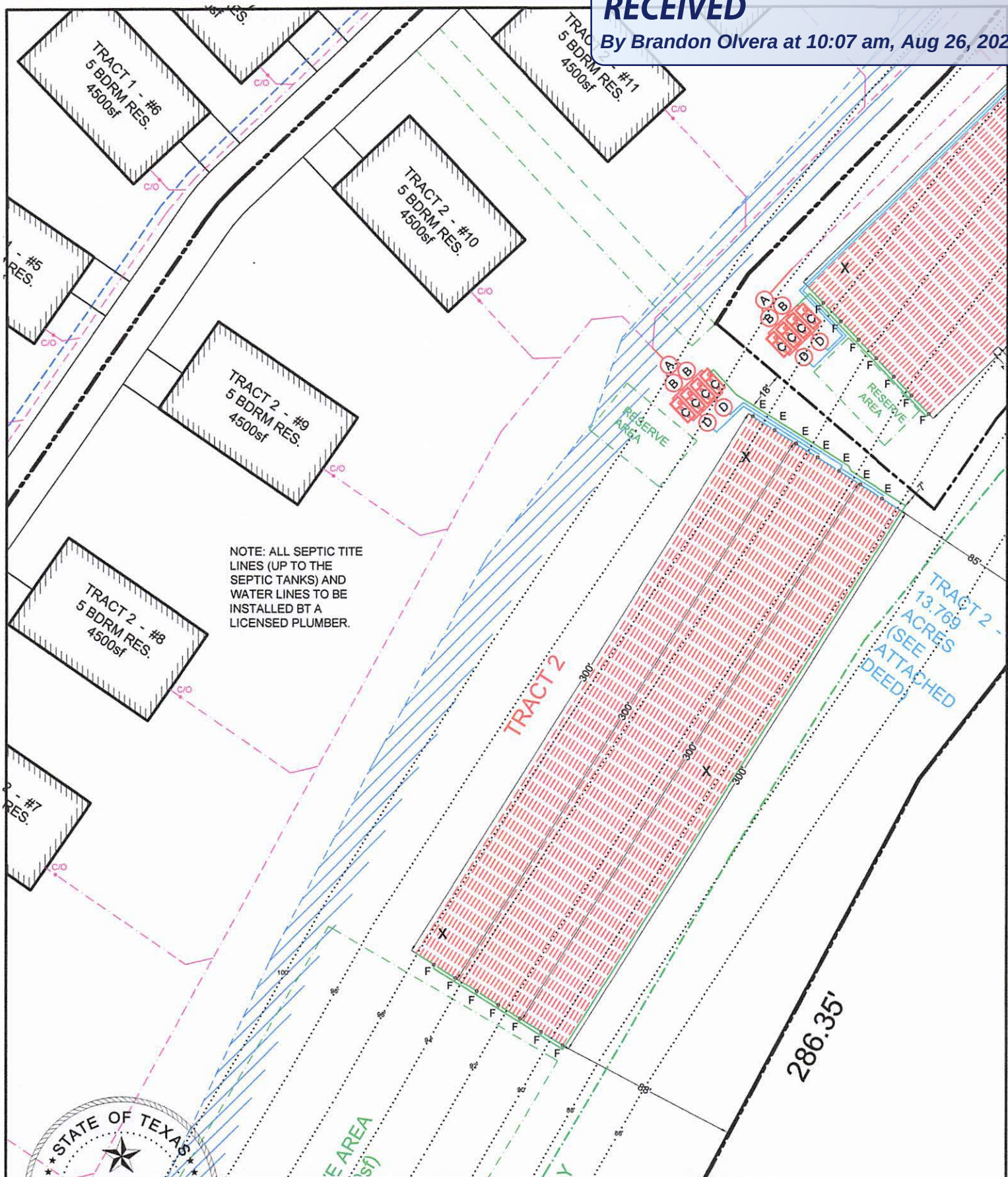
By Brandon Olvera at 10:07 am, Aug 26, 2025



STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 13.769
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=60'	DATE: 2/27/2025	REVISED: 8/22/2025

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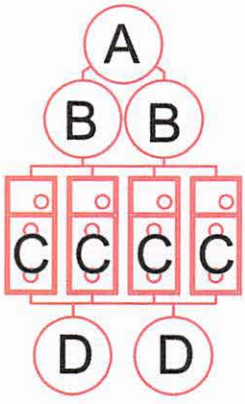
SEPTIC TANK LAYOUT:



A = 3000 GAL. TRASH TANK
B = 2 - 3000 GAL. EQUALIZATION TANKS
C = 4 - NUWATER -E1500 AEROBIC TREATMENT PLANT
D = 2 - 3000 GAL. PUMP TANK W/DUAL PUMPS
E = CONTROL VALVES
F = CHECK VALVES

TRACT 2	
FOOTAGE / SQUARE FOOTAGE	
ZONES 1 - 7	1800' EACH ZONE = 12,600' OF DRIP
TOTALS	12,600' / 25,200sf

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2 SPEC SHEET			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 13.769
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 2/27/2025	REVISED: 8/22/2025

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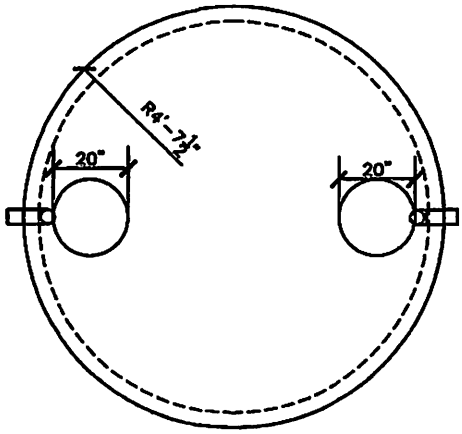
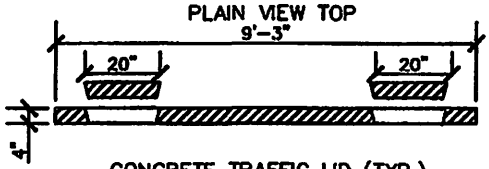
By Brandon Olvera at 10:10 am, Aug 26, 2025

CERTIFICATIONS:

* ANALYSIS AND DESIGN IN ACCORDANCE WITH ASTM STANDARD C 1227

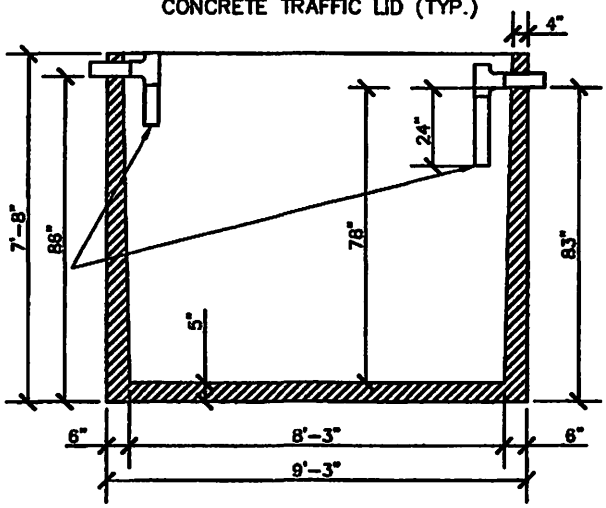


PLAIN VIEW TOP



CONCRETE TRAFFIC LID (TYP.)

4" SDR 35/SCH-40 TEE FITTING



SINGLE COMPARTMENT TANK

NOTES:
1. CONCRETE: 4500 PSI
2. REINFORCEMENT: #3 REBAR 1' ON CENTER IN LID AND FLOOR W/ 1' TURN UP IN WALL
3"X5"X1/4" MESH WIRE IN WALLS
3. 5" TRAFFIC LID (STD)
4. TANK WEIGHT: 20,126.7#
5. CAPACITY: 2706 GAL
6. GAL/IN = 34.7
7. INLET & OUTLET MEASURED FROM BOTTOM OF TANK TO FLOWLINE.

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

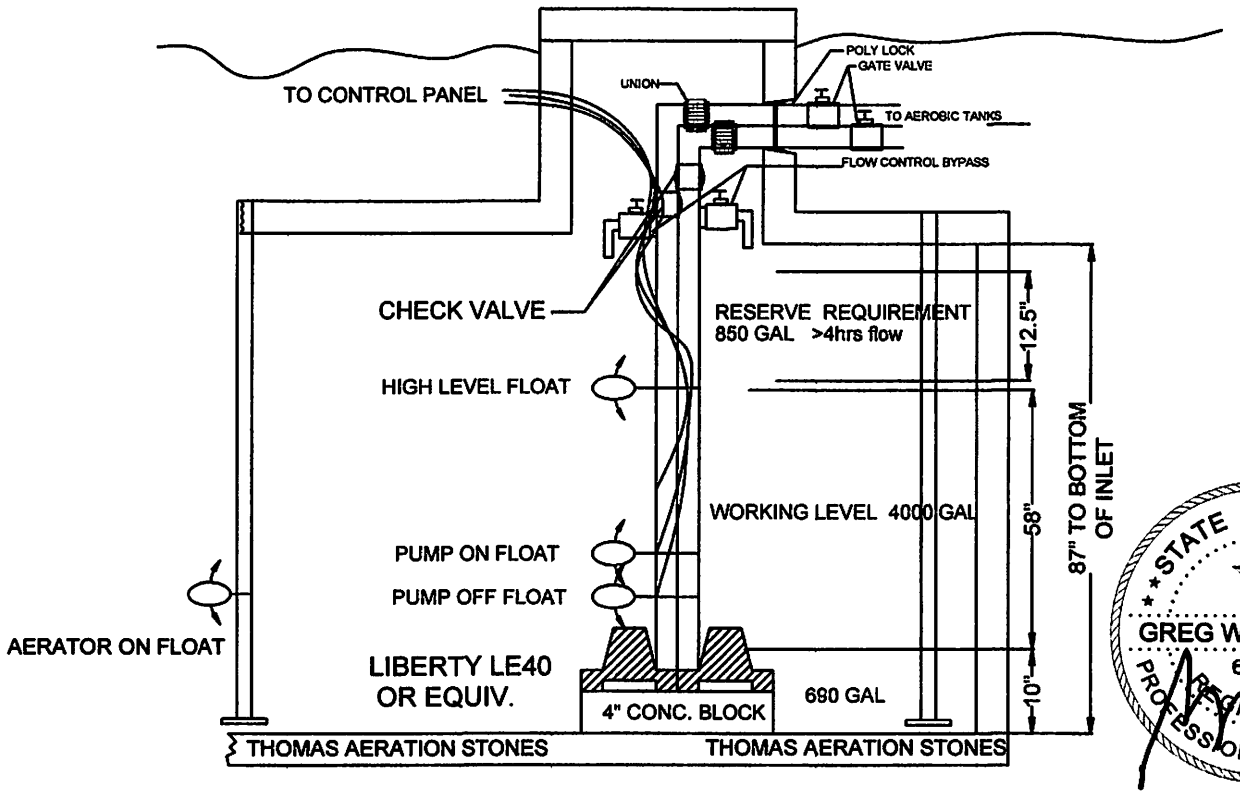
CLIENT: BLOCK CREEK CONCRETE				DRAWN BY:
STREET ADDRESS: 444 OLD #9 HWY A				
DESC: 3000 GAL. SINGLE COMP. SEPTIC TANK				
PREPARED BY: GREG W. JOHNSON, P.E., F#2585	SCALE: 1/4" = 1'-0"	DATE: 12/1/2017	REVISED:	

RECEIVED
By Brandon Olvera at 10:10 am, Aug 26, 2025

TANK NOTES:

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE



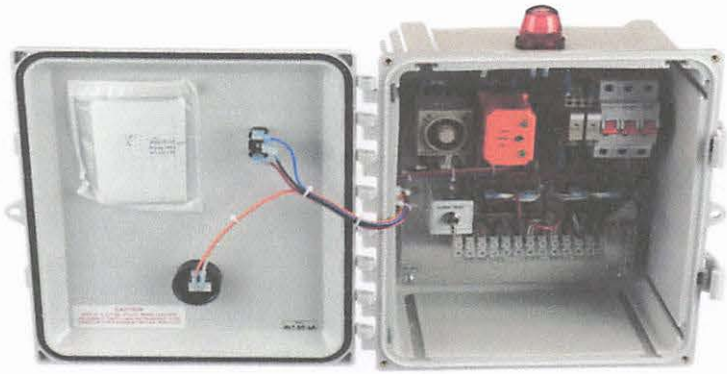
STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED PROFESSIONAL ENGINEER
04/30/25

EQUALIZATION TANK 6000 GAL PUMP TANK

VOLUME = 69 GAL/IN

RECEIVED
By Brandon Olvera at 10:10 am, Aug 26, 2025

RJR CONTROLS LLC
"We Control The Flow"



ALT-DT-LA Control Panel

The ALT-DT-LA is designed to operate a duplex lift station with an alarm. This control can be used for pump up or pump down operation. The pump operation is controlled by an Omron H3CRF8 repeat cycle timer, allowing the pumps to be operated from 1 second to 30 hours with independent run and rest time settings. This is helpful when wanting to move small volumes of water. The three floats are Timer Enable, Alarm, and secondary pump On/Off float. This control is a duplex pump operation and will alternate the pump load between both pumps. The control will switch pumps at the end of every pump cycle so the opposing pump will start on the next cycle. The alternating relay is switchable to lock the pump load onto either pump so if one pump needs to be removed for service or replacement, the other pump will carry the full pump load.

This control panel will operate two 120VAC single phase 1/2 HP pump or smaller. There are three circuit breakers in this control. Each pump will have a 20 Amp single pole circuit breaker, and the alarm uses a 10 Amp single pole circuit breaker. The alarm is designed to be used with a float switch. When the float switch closes, the 360-degree top-mounted red alarm light will come on, and the Pizo electric buzzer will sound. This control also has a latching alarm feature. This means when the Alarm float closes, the alarm will stay on even if the tank returns to normal level. This alarm must be manually reset by turning the Alarm circuit breaker off, then back on. There is an alarm test and buzzer silence switch mounted in the door of the enclosure. This control is mainly used to pump sewage from a septic holding tank to a treatment unit using a solids handling pump, or pumping treated effluent water from a septic holding tank to the dispersal area.

The enclosure has a NEMA rating of 4X, which provides protection from falling dirt, falling liquids, hose-directed water, and corrosive agents. The 12"x10"x6" enclosure is made of Polycarbonate and has a hinged lockable door with latches and included screws to secure the door if required. All electrical components are mounted inside the enclosure on an aluminum back plate.

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By Brandon Olvera at 10:10 am, Aug 26, 2025

Solid-state Twin Timers

H3CR-F

DIN 48 × 48-mm Twin Timers

- Wide power supply ranges of High Voltage 100 to 240 VAC/100 to 125 VDC and Low Voltage 24 to 48 VAC/12 to 48 VDC.
- ON- and OFF-times can be set independently and so combinations of long ON- or OFF-time and short OFF- or ON-time settings are possible.
- Twenty-four time ranges from 0.05 s to 300 h depending on the model to be used.
- Models with a flicker ON start or flicker OFF start are available.
- Easy sequence checks through instantaneous outputs for a zero set value at any time range.
- Length, when panel-mounted with a Socket, of 80 mm or less.
- 11-pin and 8-pin models are available.

For the most recent information on models that have been certified for safety standards, refer to your OMRON website.

Model Number Structure

■Model Number Legend

H3CR - F □ □ - □ □
1 2 3 4 5

1. Classification
F: Twin timers

2. Configuration
None: 11-pin socket
8: 8-pin socket

3. Twin Timer Mode
None: Flicker OFF start
N: Flicker ON start

4. Time Range
None: 0.05 s to 300 h models

5. Supply Voltage
100-240AC/100-125DC: 100 to 240 VAC/100 to 125 VDC
24-48AC/12-48DC: 24 to 48 VAC/12 to 48 VDC

Note: When your order, specify the power supply voltage.

Ordering Information

■List of Models

Operating modes	Supply voltage	0.05 s to 300 h models	
		11-pin models	8-pin models
Flicker OFF start	100 to 240 VAC/100 to 125 VDC	H3CR-F 100-240AC/100-125DC	H3CR-F8 100-240AC/100-125DC
	24 to 48 VAC/12 to 48 VDC	H3CR-F 24-48AC/12-48DC	H3CR-F8 24-48AC/12-48DC
Flicker ON start	100 to 240 VAC/100 to 125 VDC	H3CR-FN 100-240AC/100-125DC	H3CR-F8N 100-240AC/100-125DC
	24 to 48 VAC/12 to 48 VDC	H3CR-FN 24-48AC/12-48DC	H3CR-F8N 24-48AC/12-48DC

Note: Specify both the model number and supply voltage when ordering.
Example: H3CR-F 100-240AC/100-125DC
└── Supply voltage

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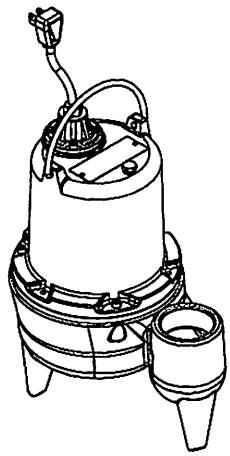
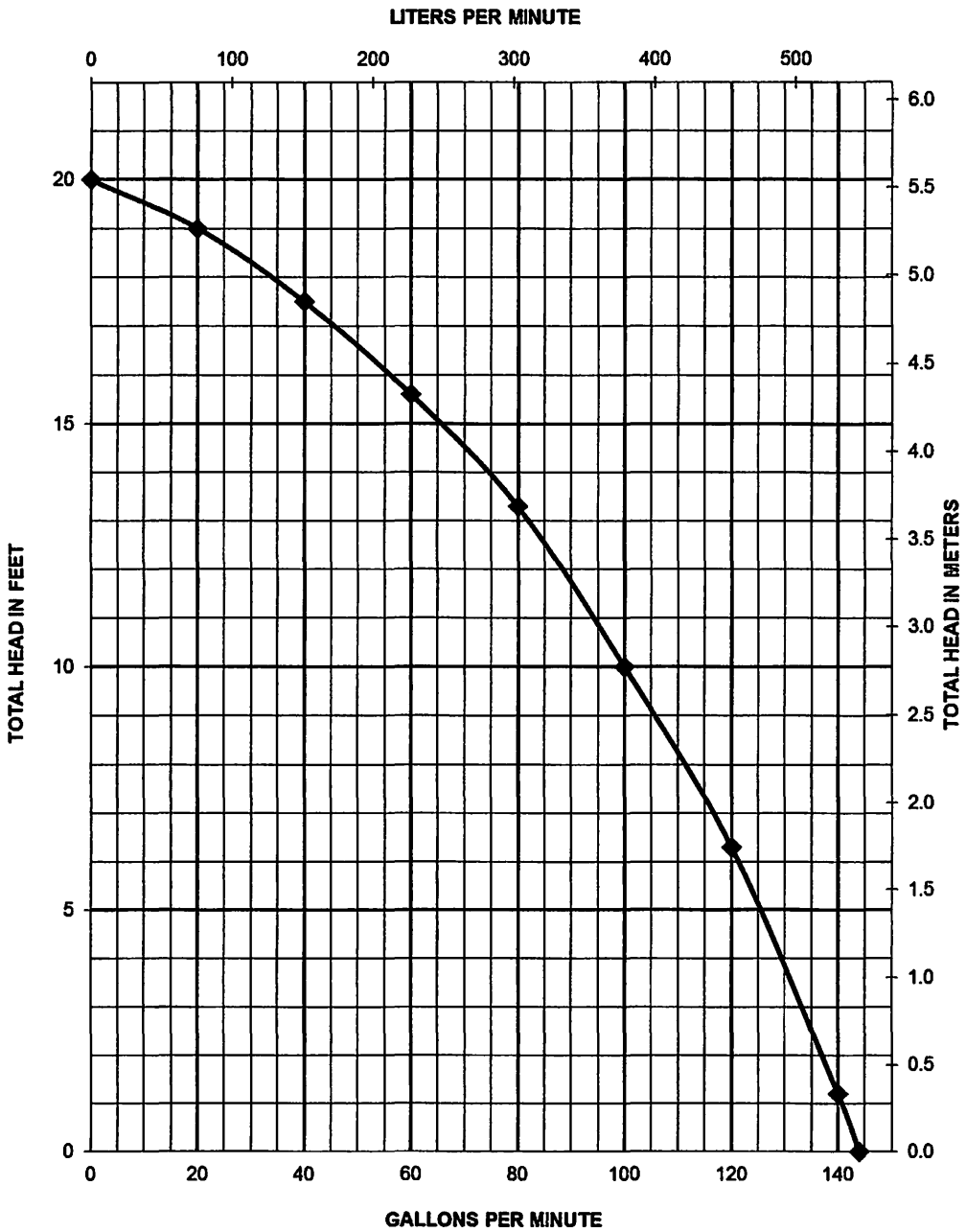
Liberty Pumps®

Pump Specifications

LE40 Series
4/10 HP Submersible Sewage Pump





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Liberty Pumps

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LINEAR AIR PUMPS

HIBLOW®

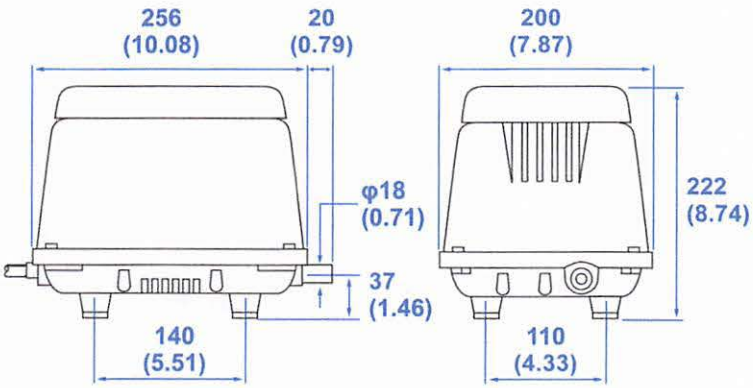
(115 volt only) (230 volt only)

HP-150, 200

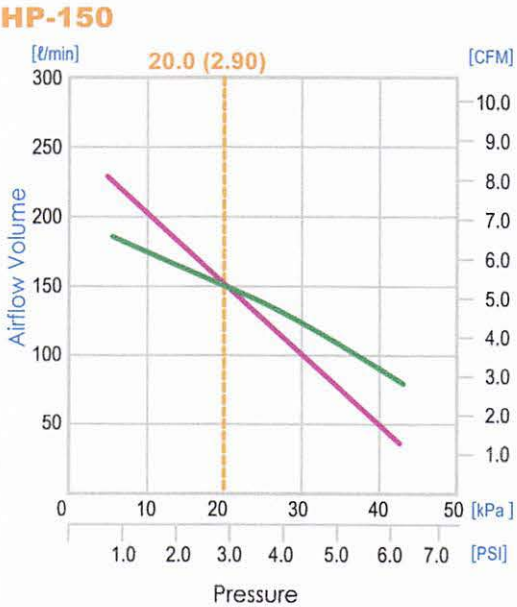
PRESSURE TYPE

Dimensions

[Unit: mm(inch)]

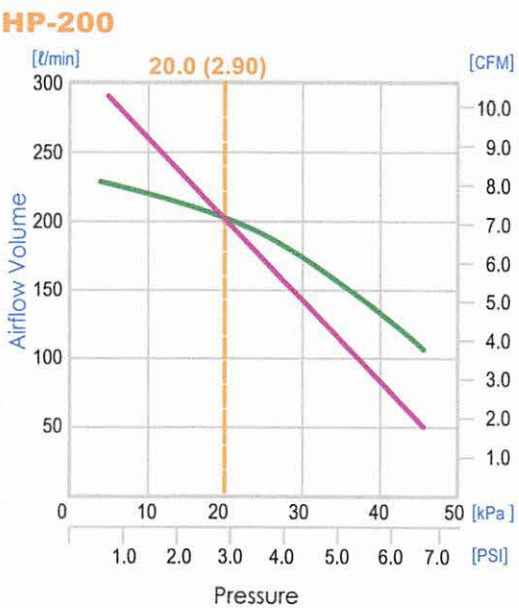


Performance Curves



Specifications

		HP-150		HP-200	
Rated Voltage	V	AC100 / 110-120 / 220-240			
Power Supply Frequency	Hz	50	60	50	60
Rated Loading Pressure	kPa	20.0			
Airflow Volume	ℓ/min	150		200	
Power Consumption	W	125	155	210	250
Noise Level	dBA	45	47	46	48
Weight	kg	9.0			



- Performance data is representative of typical values.
  Specifications and performance data are subject to change without notice.
  Purchaser is responsible for determining suitability for product applications
- "HIBLOW" is a registered mark of Techno Takatsuki co., ltd.

HIBLOW USA
www.hiblow-usa.com
1300 Tefft Court, Suite 8 Saline, Michigan 48176
P: 734-429-5618 F: 734-944-5163

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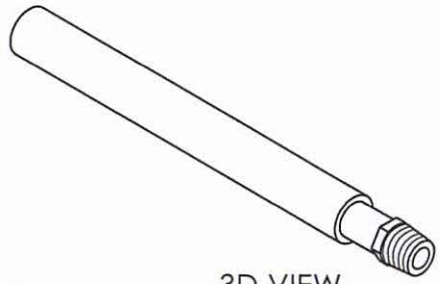
NOTES:

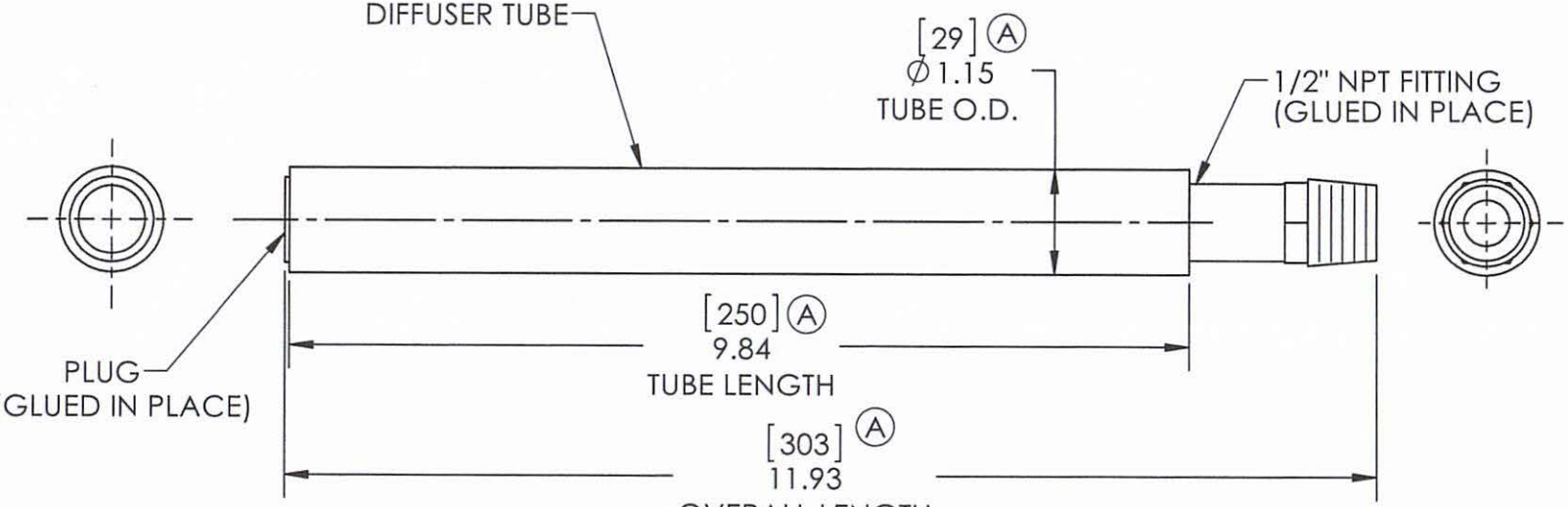
1. CONSISTS OF (3) COMPONENTS EACH:

   (1) 1/2" NPT FITTING
   (1) TUBE - POROUS PLASTIC
   PORE SIZE 20-35 MICRONS
   (1) PLUG

Ⓐ 2. ALL DIMENSIONS ARE IN INCHES & MILLIMETERS AND ARE FOR REFERENCE ONLY UNLESS TOLERANCED.



3D VIEW
SCALE: NTS Ⓐ



REV	DATE	ECN NO.	REVISION	BY
A	8/24/15	15-2038	RE-INSTATED, REVISED REDRAWN IN SOLIDWORKS ADDED 3D VIEW ADDED NOTE 2 AND ENGLISH DIMS	RLK

MATERIAL: NOTED

UNLESS OTHERWISE NOTED, SURFACE FINISH MEASURED IN Ra (µin)

✓ CONTROL CHARACTERISTIC

REL. FOR PROD DATE: 9/28/07 ECN NO: 07-2201

SUPERSEDES: C50811 REV NONE ECN NO.: 07-2201

UNLESS OTHERWISE NOTED, THIS DRAWING CONFORMS TO ANSI Y14 DRAFTING STANDARD.

UNSPECIFIED RADII:
FILLETS:
DRAFT: °

UNSPECIFIED TOLERANCES:
ANGLES ± 2°
.XX ±
.XXX ±

DRAWN BY RLK	DATE 9/28/07
CHECKED BY EAA	DATE 09/02/2015
SCALE 1:2	THIRD ANGLE PROJECTION

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TITLE
DIFFUSER ASSEMBLY 1/2" PVC

PART NO. C50811

REV A

A-BORDER REV A

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Advantage
Wastewater Solutions llc

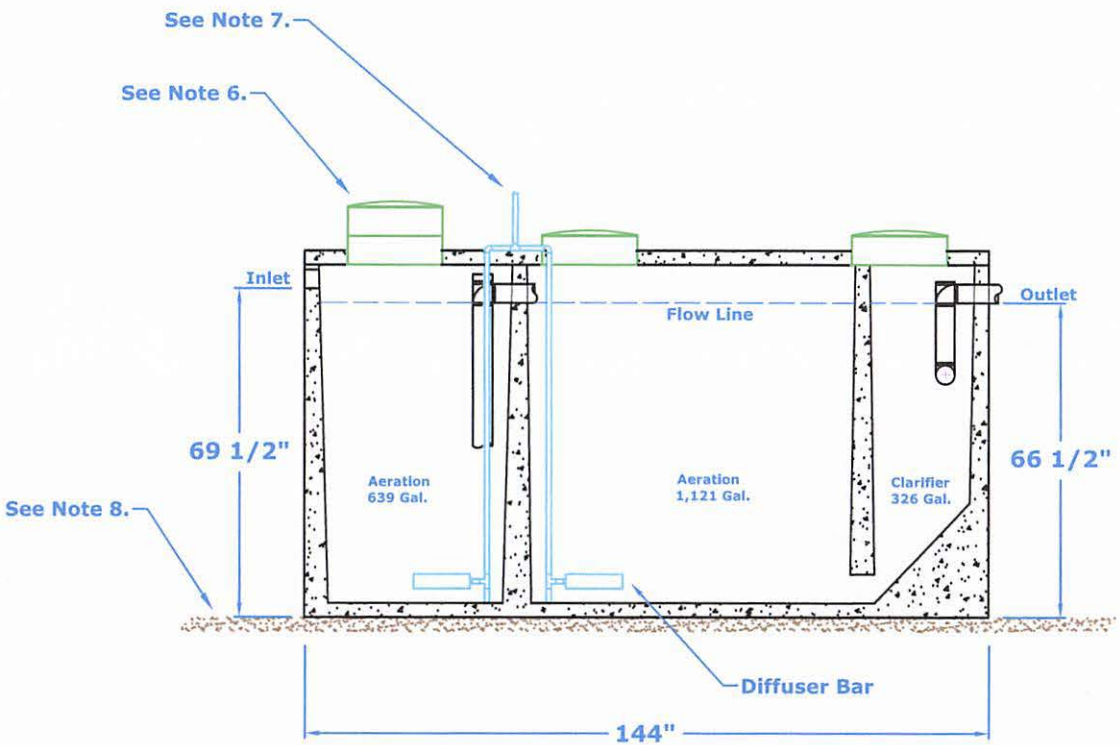
GENERAL NOTES:

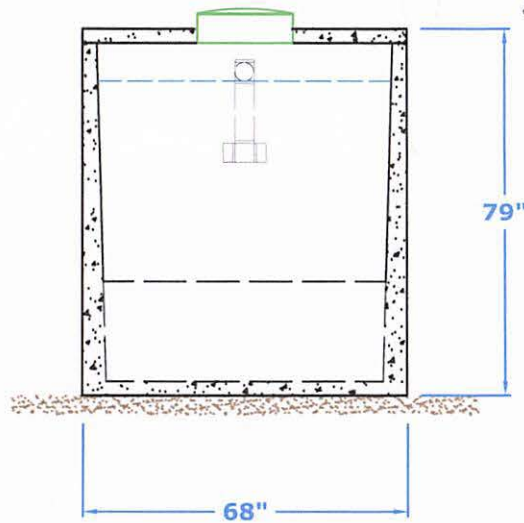
1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 16,600 lbs.
4. Treatment capacity is 1,500 GPD.
5. BOD Loading = 4.50 lbs. per day.
6. 20" Ø acess riser w/ lid (Typical 3). Optional extension risers available.
7. PVC Air Line to Bio-Robic B-1500 Air Compressor (Max. 50 Lft from Plant).
8. 4" min. compacted sand or gravel pad by Contractor
9. Requires minimum 1,000 gallon trash tank unless otherwise specified by engineering.

MINIMUM EXCAVATION DIMENSIONS:
Width: 80"
Length: 156"

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

04/30/25





NuWater B-1500 Duel Aeration Aerobic Treatment Plant (Assembled)

Model: B-1500

July, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B1500-2

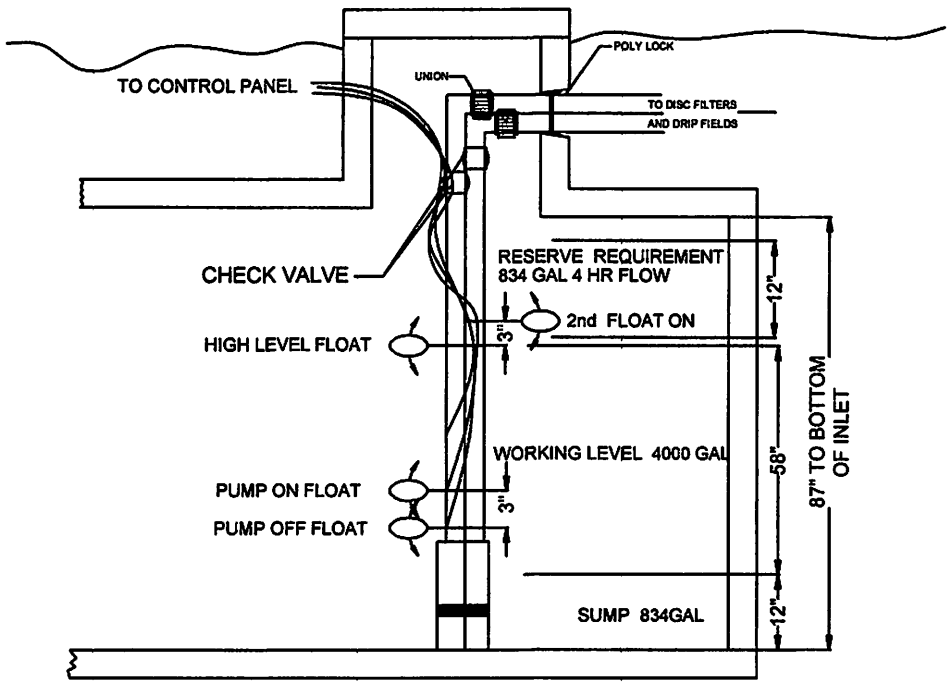
Advantage
Wastewater Solutions llc

Advantage Wastewater Solutions llc.
444 A Old Hwy No 9
Comfort, TX 78013
830-995-3189
fax 830-995-4051

TANK NOTES:

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE



FINAL TANK 6000 GAL PUMP TANK
VOLUME = 69 GAL/IN

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

04/30/25

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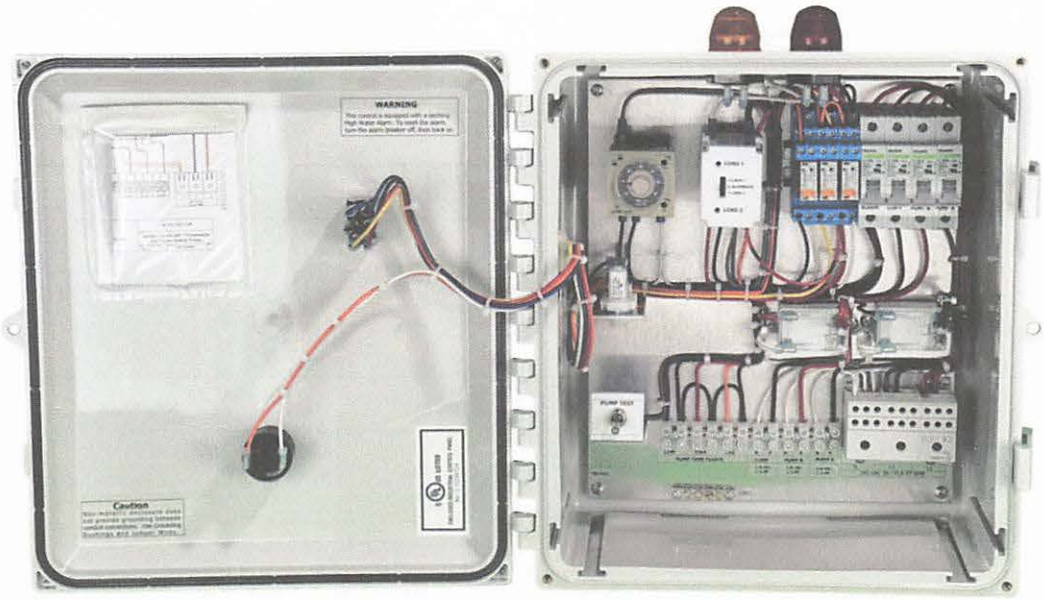


ALTD-#ATU-2A Control Panel

DUPLEX AEROBIC DRIP

The ALTD-#ATU-2A is designed to operate Duplex 120 VAC pumps 1/2 HP or less using an Omron H3CR dosing timer and power 1 to 6 aerators. When ordering this series control you will need to replace the # with the number of aerators you want to power.

Two 20 Amp pump circuit breakers for each pump circuit. Pump Test switch mounted inside the enclosure will over ride the timer and low level float and run one pump. When the switch is released, the alternator will switch causing the second pump to run next.

There will be a 10 Amp compressor breaker for each aerator circuit.

A 10 Amp alarm circuit breaker will power the alarm circuit.

The High Water alarm is designed to be used with a normally open float switch. When the high water float switch raises the red alarm light and buzzer will activate. This control comes with a latching high water alarm stock.

A standard 1 PSI pressure switch is included for each compressor. Anytime the pressure of any compressor system drops below 1 psi, the amber alarm light and buzzer will activate. In controls with more than 1 compressor, there will be a green led mounted below the pressure switch that will indicate which compressors are working correctly.

There are alarm test and buzzer silence switches mounted in the door of the enclosure.

The enclosure has a NEMA rating of 4X which provides protection from falling dirt, falling liquids, hose-directed water and corrosive agents.

The 10"x8"x4" enclosure is made of Polycarbonate and has a hinged lockable door with latches and included screws to secure the door if required. All electrical components are mounted inside the enclosure on an aluminum back plate.

CISTERN PUMPS

CPM Series

Ashland Pump – CPM Series

The Ashland Pump CPM Series is designed to operate in filtered effluent/gray water applications. The bottom suction design allows for maximum drawdown of fluid and the hydraulic stages are able to pass 1/8" solids without damage to the pump.

Installations in cistern tanks, rain basin catchments or anywhere drawdown levels need to be maximized are ideal applications for the Ashland Pump CPM Series.

APPLICATIONS

- Filtered Effluent Water Pumping
- Gray Water Pumping
- Water Feature / Aeration Applications
- Rain Water Basin Applications

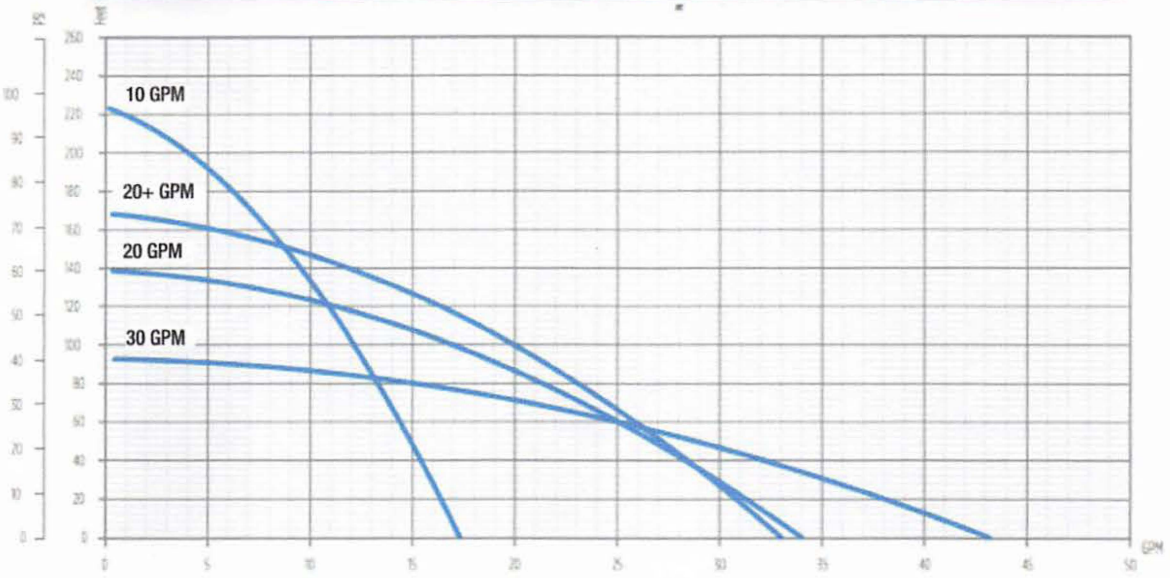
FEATURES

- Bottom suction design for maximum drawdown
- Able to pass 1/8" solids
- Available in 10, 20 and 30 GPM flow rates
- ½ HP, 115V and 230V single phase motors
- Heavy duty discharge with stainless steel internal threads
- 600 Volt, 10' SJOOW jacketed lead
- High shut-off pressure
- Quiet operation
- Standard removable base for stable mounting

ORDERING INFORMATION

CPM SERIES CISTERN PUMP						
Model/Order No.	GPM	HP	Voltage/Ph.	Stage Count	Length (in.)	Shipping Wt. (lbs.)
10CPM5-115	10	1/2	115/1	7	26	17
10CPM5-230	10		230/1	7	26	17
20CPM5-115	20		115/1	5	25	16
20CPM5-230	20		230/1	5	25	16
20+CPM5-115	20+		115/1	6	26	17
20+CPM5-230	20+		230/1	6	26	17
30CPM5-115	30		115/1	4	25	16
30CPM5-230	30		230/1	4	25	16

ASHLAND PUMP CPM SERIES CISTERN PUMP PERFORMANCE



Ashland
PUMP
Honest, Professional, Dependable
1899 Cottage Street, Ashland, Ohio 44805
Telephone: 855 281-6830 • Fax: 877 326-1994 • ashlandpump.com

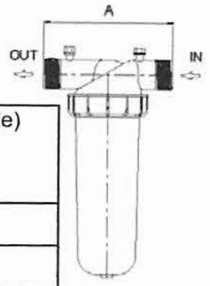
ARKAL
FILTRATION SYSTEMS

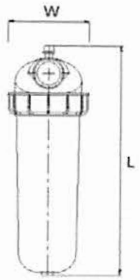
Arkal 1½" Super Filter

Catalog No. 1152 0_ _ _

Features

- A "T" shaped filter with two 1½" male threads.
- A "T" volume filter for in-line installation on 1½" pipelines.
- The filter prevents clogging due to its enlarged filtering area that collects sediments and particles.
- Manufactured entirely from fiber reinforced plastic.
- A cylindrical column of grooved discs constitutes the filter element.
- A sealing spring keeps the discs compressed.
- Screw-on filter cover.
- Filter discs are available in various filtration grades.





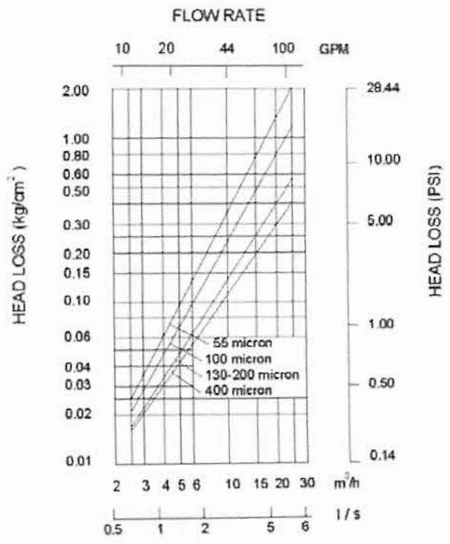
Technical Data

Inlet/outlet diameter	1½" BSPT (male) 40 mm – nominal diameter 48.2 mm – pipe diameter (O. D.)	1½" NPT (male)
Maximum pressure	10 atm	145 psi
Maximum flow rate	12 m^3/h (2.22 l/sec)	52.8 gpm
General filtration area	500 cm^2	77.5 in^2
Filtration volume	600 cm^3	37 in^3
Filter length L	350 mm	13 25/32"
Filter width W	130 mm	5 3/32"
Distance between end connections A	200 mm	7 7/8"
Weight	1.51 kg	3.32 lbs.
Maximum temperature	70° C	158° F
pH	5-11	5-11

Filtration Grades

Blue (400 micron / 40 mesh)
Yellow (200 micron / 80 mesh)
Red (130 micron / 120 mesh)
Black (100 micron / 140 mesh)
Green (55 micron)

Head Loss Chart



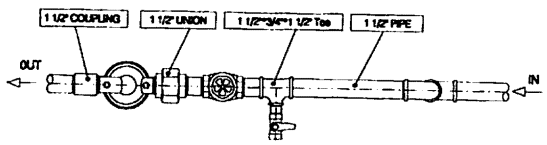
ARKAL
FILTRATION SYSTEMS

Installation

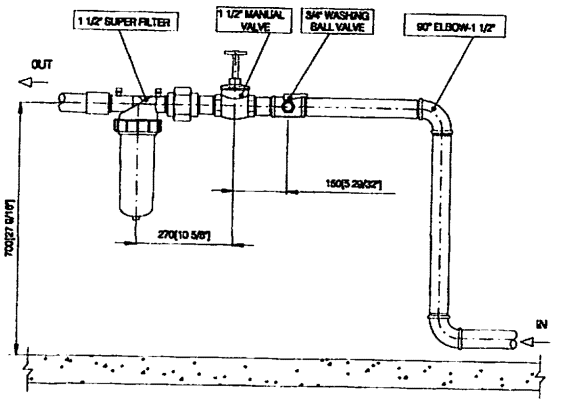
1. Filter may be installed either vertically or horizontally.
2. Use Teflon tape on filter end connections.
3. Never use spanners for tightening the filter cover.

STANDARD CONFIGURATION

TOP VIEW



FRONT VIEW



Maintenance

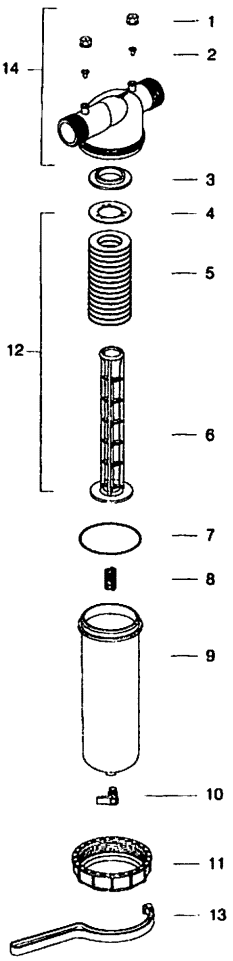
If the filter discs are covered with lime deposits then remove the element and treat with chloric acid.

Dismantling

1. Turn off the water.
2. Make sure that the pressure is released from the filter.
3. Unscrew the cover from the filter body.
4. Pull out the filter element.
5. Move the sealing ring to the end of the spine.
6. Flush the discs with the water jet.

Assembly

1. Verify that the tightening spring is placed at the bottom of the filter cover.
2. Assemble in reverse order.
3. Tighten the cover by turning the fixing nut clockwise and don't over tighten.



Part List – 1½" Super Filter, Catalog No. 1152 0 _ _ _

No.	Cat. No.	Description	Materials
1	2511 0103	GAUGE PORT NUT	RPP
2	5006 0004	GAUGE PORT SEAL	EPDM
3	2507 0100	FILTER ADAPTOR RING	RPA
4	2507 0102	STOP RING FOR ELEMENT	PBT
5	2012 1_ _ _	DISC SET	PP
6	2502 0111	SPINE	RPA
7	5002 9004	90x4 O-RING	NR
8	5044 0011	FILTER SPRING	SS
9	2501 0111	FILTER COVER	RPA
10	5054 0008	¼" TAP (•)	BRASS
11	2506 0100	FIXING NUT	RPA
12	2112 1_ _ _	FILTER ELEMENT	
13	2530 0115	1" FILTER WRENCH	RPA
14	2208 0003	FILTER BODY COMPLEX BSP	
	2208 0004	FILTER BODY COMPLEX NPT	

(•) - OPTIONAL

Materials

R.P.P. – REINFORCED POLYPROPYLENE
R.P.A. – REINFORCED POLYAMIDE
S.S. – STAINLESS STEEL
P.P. – POLYPROPYLENE
N.R. – NITRILE RUBBER
P.C. - POLYCARBONAT

Kibbutz Bet-Zera 15135, ISRAEL Tel: +972-4-6775140 Fax: +972-4-6775461
Email: filters@arkal.com Web: www.arkal-filters.com

ARKAL
FILTRATION SYSTEMS

ARKAL
FILTRATION SYSTEMS

Installation

1. Filter may be installed either vertically or horizontally.
2. Use Teflon tape on filter end connections.
3. Never use spanners for tightening the filter cover.

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If the filter discs are covered with lime deposits then remove the element and treat with chloric acid.

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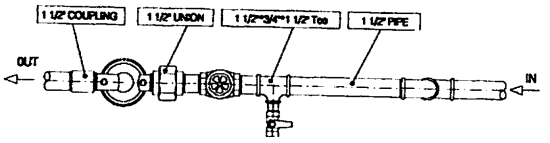
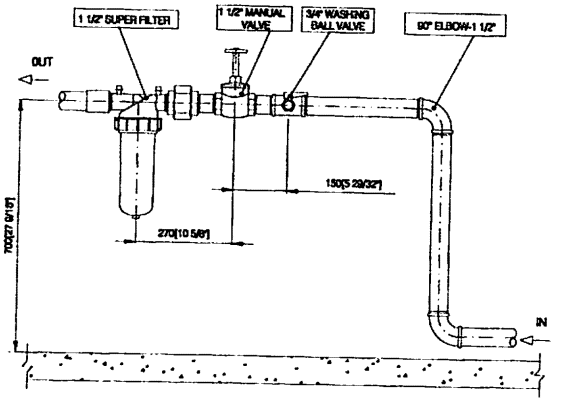
STANDARD CONFIGURATION

TOP VIEW

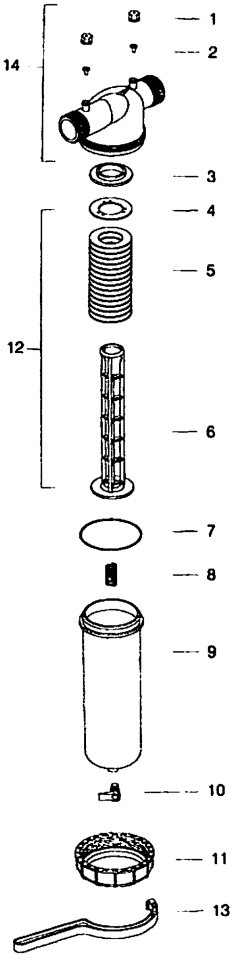


FRONT VIEW



Part List – 1½" Super Filter, Catalog No. 1152 0 _ _ _

No.	Cat. No.	Description	Materials
1	2511 0103	GAUGE PORT NUT	RPP
2	5006 0004	GAUGE PORT SEAL	EPDM
3	2507 0100	FILTER ADAPTOR RING	RPA
4	2507 0102	STOP RING FOR ELEMENT	PBT
5	2012 1_ _ _	DISC SET	PP
6	2502 0111	SPINE	RPA
7	5002 9004	90x4 O-RING	NR
8	5044 0011	FILTER SPRING	SS
9	2501 0111	FILTER COVER	RPA
10	5054 0008	¼" TAP (•)	BRASS
11	2506 0100	FIXING NUT	RPA
12	2112 1_ _ _	FILTER ELEMENT	
13	2530 0115	1" FILTER WRENCH	RPA
14	2208 0003	FILTER BODY COMPLEX BSP	
	2208 0004	FILTER BODY COMPLEX NPT	



(•) - OPTIONAL

Materials

R.P.P. – REINFORCED POLYPROPYLENE
R.P.A. – REINFORCED POLYAMIDE
S.S. – STAINLESS STEEL
P.P. – POLYPROPYLENE
N.R. – NITRILE RUBBER
P.C. - POLYCARBONAT

Kibbutz Bet-Zera 15135, ISRAEL Tel: +972-4-6775140 Fax: +972-4-6775461
Email: filters@arkal.com Web: www.arkal-filters.com

ARKAL
FILTRATION SYSTEMS

AK 1 ½"SUPER 9605 71152EN 11/07

Senninger®

PR-HF

PRESSURE REGULATOR - HIGH FLOW

Specifications

The pressure regulator shall be capable of operating at a constant, factory preset, non-adjustable outlet pressure of 10, 15, 20, 25, 30, 40, or 50 PSI (0.69, 1.03, 1.38, 1.72, 2.07, 2.76, or 3.45 bar) with a flow range between 10 - 32 GPM (2271 - 7268 L/hr).

The pressure regulator shall maintain the nominal pressure at a minimum of 5 PSI (0.34 bar) above model inlet pressure and a maximum of 80 PSI (5.52 bar) above nominal model pressure*. Refer to the PRU performance curve to establish specific outlet pressures based on relative inlet pressure and flow rate. Always install downstream from all shut off valves. Recommended for outdoor use only. Not NSF certified.

All pressure regulator models shall be equipped with one of these inlet-x-outlet configurations:

Inlet	Outlet
1-1/4-inch Female National Pipe Thread (FNPT)	1-inch Female National Pipe Thread (FNPT)
1-1/4-inch Female British Standard Pipe Thread (FBSPT)	1-1/4-inch Female National Pipe Thread (FNPT)
	1-inch Female British Standard Pipe Thread (FBSPT)
	1-1/4-inch Female British Standard Pipe Thread (FBSPT)

The upper housing, lower housing, and internal molded parts shall be of engineering-grade thermoplastics with internal elastomeric seals and a reinforced elastomeric diaphragm. Regulation shall be accomplished by a fixed stainless steel compression spring, which shall be enclosed in a chamber isolated from the normal water passage.

Outlet pressure and flow shall be clearly marked on the outside of each regulator.

The pressure regulator shall carry a two-year manufacturer's warranty on materials, workmanship, and performance. Each pressure regulator shall be water tested for accuracy before departing the manufacturing facility.

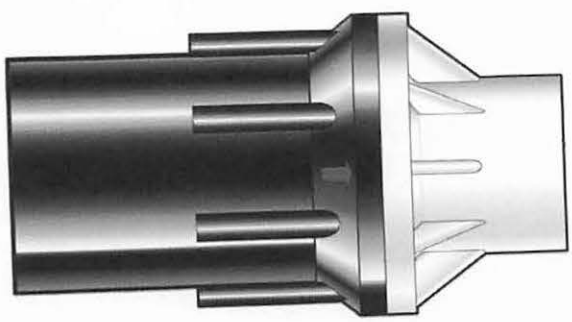
The pressure regulator shall be manufactured by Senninger Irrigation in Clermont, Florida. Senninger is a Hunter Industries Company.

Physical

1-1/4" FNPT x 1" FNPT model *(shown on right)*

1-1/4" FBSPT x 1" FBSPT model

Overall Length	5.6 inches (14.1 cm)
Overall Width	2.9 inches (7.4 cm)



1-1/4" FNPT x 1-1/4" FNPT model

1-1/4" FBSPT x 1-1/4" FBSPT model

Overall Length	5.8 inches (14.7 cm)
Overall Width	2.9 inches (7.4 cm)

* Please consult factory for applications outside of recommended guidelines.

PR-HF

PRESSURE REGULATOR - HIGH FLOW

Model Numbers

Model #	Flow Range	Preset Operating Pressure	Maximum Inlet Pressure
PR-10 HF	10 - 32 GPM (2271 - 7268 L/hr)	10 PSI (0.69 bar)	90 psi (6.20 bar)
PR-15 HF	10 - 32 GPM (2271 - 7268 L/hr)	15 PSI (1.03 bar)	95 psi (6.55 bar)
PR-20 HF	10 - 32 GPM (2271 - 7268 L/hr)	20 PSI (1.38 bar)	100 psi (6.89 bar)
PR-25 HF	10 - 32 GPM (2271 - 7268 L/hr)	25 PSI (1.72 bar)	105 psi (7.24 bar)
PR-30 HF	10 - 32 GPM (2271 - 7268 L/hr)	30 PSI (2.07 bar)	110 psi (7.58 bar)
PR-40 HF	10 - 32 GPM (2271 - 7268 L/hr)	40 PSI (2.76 bar)	120 psi (8.27 bar)
PR-50 HF	10 - 32 GPM (2271 - 7268 L/hr)	50 PSI (3.45 bar)	130 psi (8.96 bar)

PROSERIES 150 VALVES

K-Rain's ProSeries 150 Valves are professional-grade valves providing solutions to a full range of residential and commercial irrigation needs.

These hard working, heavy-duty valves offer an excellent value to the irrigation professional, including best-in-class features for ease of installation and ease of maintenance.

K-Rain Manufacturing Corp.
1640 Australian Avenue
Riviera Beach, FL 33404 USA
561.844.1002
FAX: 561.842.9493
1.800.735.7246 | www.krain.com

PRO*SERIES* 150 VALVES

K-Rain's ProSeries 150 Valves offer the irrigation professional a wide array of features and benefits.

The 1" valve has a removable metering pin and external bleed screw promoting easy maintenance and manual operation.

The 1" Jar-Top valve provides the professional easy servicing access without removing the valve from the system.

Model 7101 - 1" Valve

- **Heavy Duty, Corrosion and UV Resistant PVC Construction** – Increases the life of the valve.
- **Manual External Bleed Screw** – Provides for manual operation in system start up.
- **Manual Internal Bleed Through Solenoid** – Permits manual operation without discharging water outside the valve.
- **Captured Plunger** – Remove the solenoid without losing the internal plunger.
- **External Bleed Screw with Removable Metering Pin** – Allows for easy cleaning of the metering pin without disassembling the valve.

Model 7101-J - 1" Jar-Top Valve

- **Threaded Jar-Top** – Allows for quick removal of the cap for easy servicing after installation.
- **Glass-Filled Nylon Screw Cap** – Provides increased durability.
- **Heavy Duty, Corrosion and UV Resistant PVC Construction** – Increases the life of the valve.
- **Manual External Bleed Screw** – Provides for manual operation in system start up.
- **Manual Internal Bleed Through Solenoid** – Permits manual operation without discharging water outside the valve.
- **Captured Plunger** – Remove the solenoid without losing the internal plunger.

7101

Specifications

OPERATING SPECIFICATIONS

- Pressure Rating: 10 - 150 PSI
- Pressure Loss @ 30 GPM - 5 PSI
- Flow Range: .25 - 30 GPM

ProSeries 150 1" Valve					
Flow Rate - GPM	5	10	15	20	30
PSI Loss	2.9	2.1	1.8	3.0	5.0
Pressure range: 10-150 psi					

ProSeries 150 1" Jar-Top Valve					
Flow Rate - GPM	5	10	15	20	30
PSI Loss	3.3	3.9	2.9	3.2	6.1
Pressure range: 10-150 psi					

ELECTRICAL SPECIFICATIONS

- Solenoid: 24 VAC 60 Cycle
- Inrush Current: .4 Amps
- Holding Current: .2 Amps

DIMENSIONS

7101 - 1" VALVE

- Height: 5-1/4", Width: 3-1/8", Length: 5"

7101-J - 1" JAR-TOP VALVE

- Height: 5-1/4", Width: 3", Length: 4-3/8"

Models

7101	1" (2,5 cm) Female Thread, NPT
7101-SL	1" (2,5 cm) Female Slip
7101-BSP	1" (2,5 cm) Female Thread, BSP
7101-BSP-FC	1" (2,5 cm) Female Thread, BSP with Flow Control
7101-FC	1" (2,5 cm) Female Thread, NPT with Flow Control
7101-SL-FC	1" (2,5 cm) Female Slip with Flow Control
7101-J	1" (2,5 cm) Female Thread Jar-Top, NPT
7101-J-SL	1" (2,5 cm) Female Slip Jar-Top
7101-J-BSP	1" (2,5 cm) Female Thread Jar-Top, BSP
7101-J-MXB	1" (2,5 cm) Male Thread x 1" (2,5 cm) Barb, Jar-Top

How to Specify:

Model Number	Size
7101	**1" Thread**

PRO*SERIES* 150 VALVES

The 1 1/2" and 2" models feature a removable inlet cap to easily modify the configuration from globe to angle style. They also have a removable metering pin and external bleed screw promoting easy maintenance and manual operation.

Model 7115 - 1-1/2" Valve and Model 7102 - 2" Valve

- **Heavy Duty, Corrosion and UV Resistant PVC Construction** – Increases the life of the valve.
- **Manual External Bleed Screw** – Provides for manual operation in system start up.
- **Manual Internal Bleed Through Solenoid** – Permits manual operation without discharging water outside the valve.
- **Captured Plunger** – Remove the solenoid without losing the internal plunger.
- **Removable Inlet Cap** – Allows for easy conversion from globe to angle-style valve.
- **Heavy Duty Santoprene® Diaphragm** – Unique design improves durability of diaphragm.
- **External Bleed Screw with Removable Metering Pin** – Allows for easy cleaning of the metering pin without disassembling the valve.

Specifications

OPERATING SPECIFICATIONS

- Pressure Rating: 20 - 150 PSI
- Flow Range: 5 - 120 GPM
- Pressure Loss - Model 7115 - 1-1/2" Valve: @ 80 GPM 5.5 PSI Globe, 4.4 PSI Angle
- Pressure Loss - Model 7102 - 2" Valve: @ 120 GPM 6.2 PSI Globe, 4.6 PSI Angle

ProSeries 150 1-1/2" Valve

Flow Rate - GPM	20	30	40	50	60	80
PSI Loss - Globe	3.0	2.6	2.3	2.9	4.1	5.5
PSI Loss - Angle	2.7	2.2	1.9	2.2	3.0	4.4
Pressure range: 10-150 psi						

ProSeries 150 2" Valve

Flow Rate - GPM	20	30	40	50	60	80	100	120
PSI Loss - Globe	2.0	1.9	1.7	1.5	1.6	2.9	4.8	6.2
PSI Loss - Angle	1.9	1.9	1.7	1.5	1.5	2.1	3.2	4.6
Pressure range: 10-150 psi								

ELECTRICAL SPECIFICATIONS

- Solenoid: 24 VAC 60 Cycle
- Inrush Current: .4 Amps
- Holding Current: .2 Amps

DIMENSIONS

7115 - 1-1/2" VALVE

- Height: 8", Width: 4-1/4", Length: 5-1/2"

7102 - 2" VALVE

- Height: 8-7/8", Width: 4-7/8", Length: 6-1/3"

Models

7115	1-1/2" Female Thread, NPT
7115-BSP	1-1/2" Female Thread, BSP
7102	2" Female Thread, NPT
7102-BSP	2" Female Thread, BSP

How to Specify:

Model Number	Size
7102	**2" Thread**

MANUAL EXTERNAL BLEED SCREW

The 1", 1 ½" and 2" models feature a removable external bleed screw and metering pin to simplify cleaning and maintenance. With the External Bleed Screw, manual operation during start up is easy.

SYSTEM FLEXIBILITY

The removable inlet cap on the 1" and 2" models allows for easy conversion from a globe-style to an angle-style valve.

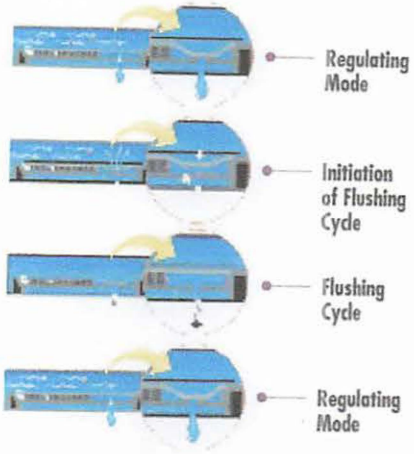
NO TOOLS NEEDED

The K-Rain Jar-Top valve allows for quick and easy servicing after installation.

© K-Rain Manufacturing Corporation
AN ISO 9001 CERTIFIED COMPANY

NETAFIM™
Bioline® Dripperline

Pressure Compensating Dripperline for Wastewater



BioLine's Self-Cleaning, Pressure Compensating Dripper is a fully self-contained unit molded to the interior wall of the dripper tubing.

As shown at left, BioLine is continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog free operation, year after year.

Product Advantages

The Proven Performer

- Tens of millions of feet used in wastewater today.
- Bioline is permitted in every state allowing drip disposal.
- Backed by the largest, most quality-driven manufacturer of drip products in the U.S.
- Preferred choice of major wastewater designers and regulators.
- Proven track record of success for many years of hard use in wastewater applications.

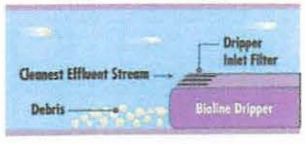
Quality Manufacturing with Specifications Designed to Meet Your Needs

- Pressure compensating drippers assure the highest application uniformity - even on sloped or rolling terrain.
- Excellent uniformity with runs of 400 feet or more - reducing installation costs.
- Highest quality-control standards in the industry: Cv of 0.25 (coefficient of manufacturer's variation).
- A selection of flows and spacings to satisfy the designer's demand for almost any application rate.

Long-Term Reliability

- Protection against plugging:
  - Dripper inlet raised 0.27" above wall of tubing to prevent sediment from entering dripper.
  - Drippers impregnated with Vinyzene to prevent buildup of microbial slime.
  - Unique self-flushing mechanism passes small particles before they can build up.

Cross Section of Bioline Dripperline



Root Safe

- A physical barrier on each BioLine dripper helps prevent root intrusion.
- Protection never wears out - never depletes - releases nothing to the environment.
- Working reliably for up to 15 years in subsurface wastewater installations.
- Additional security of chemical root inhibition with Techfilter - supplies Trifluralin to the entire system, effectively inhibiting root growth to the dripper outlets.

Applications

- For domestic strength wastewater disposal.
- Installed following a treatment process.
- Can be successfully used on straight septic effluent with proper design, filtration and operation.
- Suitable for reuse applications using municipally treated effluent designated for irrigation water.

Specifications

Wall thickness (mil): 45*

Nominal flow rates (GPH): .4, .6, .9*

Common spacings: 12", 18", 24"*

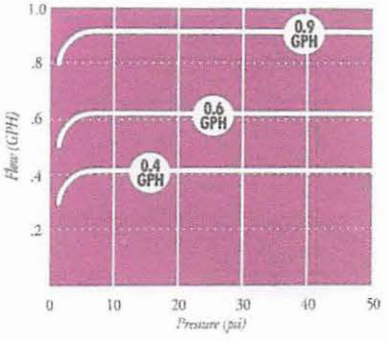
Recommended filtration: 120 mesh

Inside diameter: .570*

Color: Purple tubing indicates non-potable source

*Additional flows, spacings, and pipe sizes available by request. Please contact Netafim USA Customer Service for details.

BIOLINE Flow Rate vs. Pressure



NETAFIM™

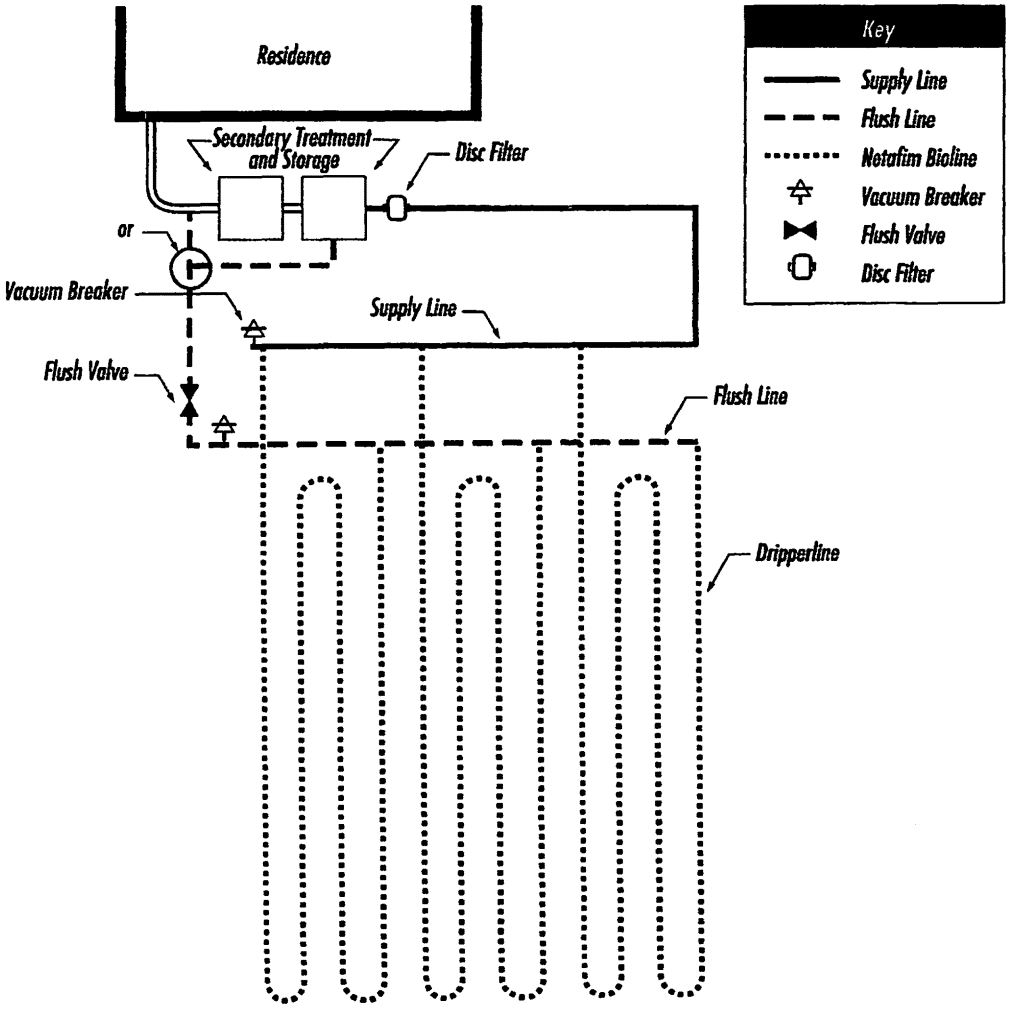
NETAFIM USA
5470 E. Home Ave. • Fresno, CA 93727
888.638.2346 • 559.453.6800
FAX 800.695.4753
www.netafimusa.com

SAMPLE DESIGNS

SINGLE TRENCH LAYOUT

Rectangular field with supply and flush manifold on same side and in same trench;

- Locate supply and flush manifold in same trench
- Dripperlines are looped at the end opposite the supply and flush manifolds
- The longest Bioline length should not exceed 400 ft. Drip fields 200 ft. in length might loop the Bioline once; drip dispersal fields under 100 ft. might be looped twice, as illustrated

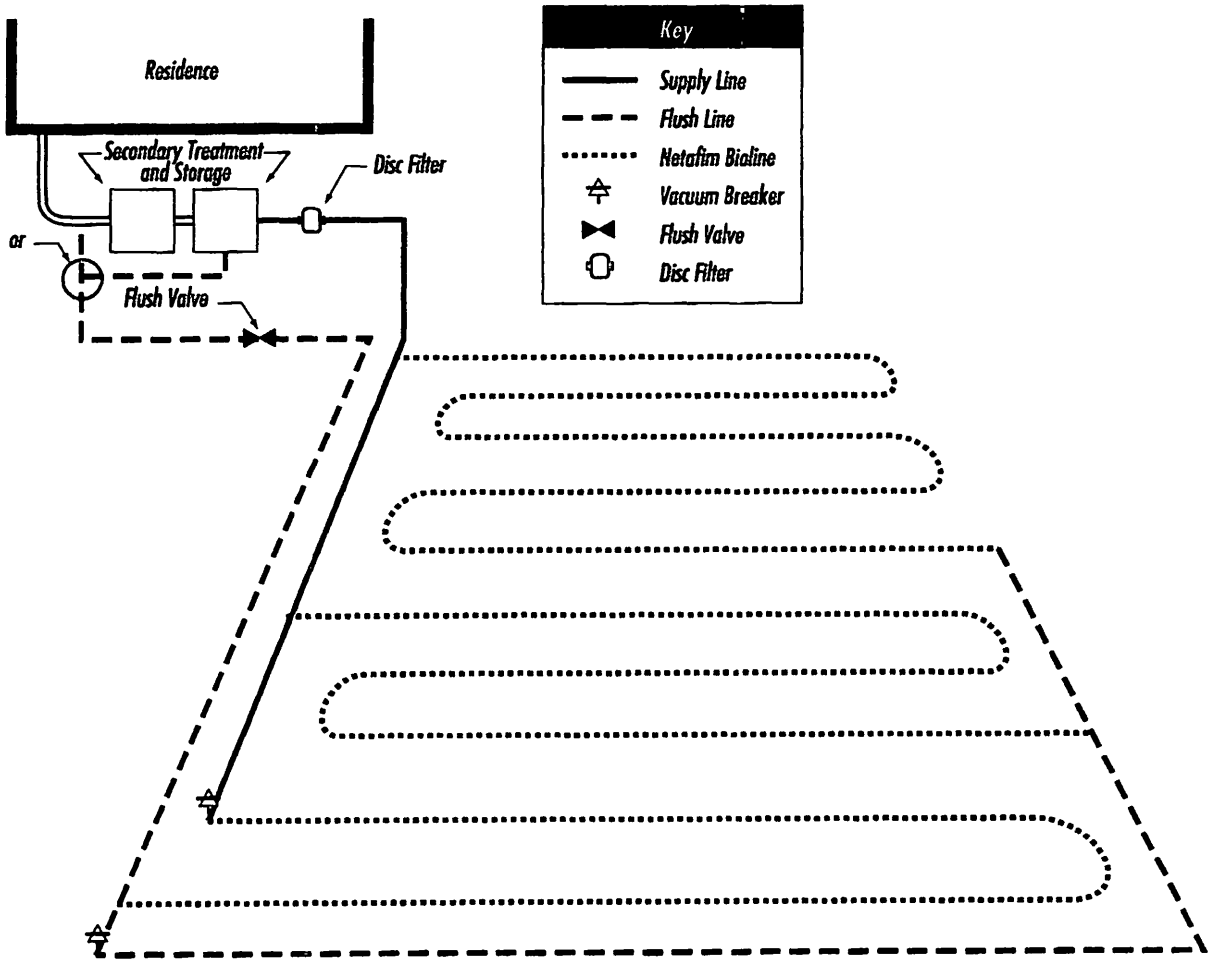


SAMPLE DESIGNS

IRREGULAR FIELD SHAPE LAYOUT

Triangular field with looping and varied positioning of flush manifolds;

- Can be used when site limitations dictate unequal dripperline length with respect to dispersal field length.
- Loop Bioline tubes in order to increase tube length and reduce the number of connections. Attempt to equalize all Bioline run lengths in order to provide an equal field flush.
- Flush Manifold may be located on the same or opposite side of supply manifold. In some cases it may be necessary to make one or more distal end connection to the flush line on an opposing side in order to balance dripperline lengths and limit the number of connections



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WATER METERS

Most Accurate in the Industry

APPLICATIONS

- Use smaller sized meters as sub-meter for residential or commercial applications
- Communicate with irrigation controllers and measures water usage for effective water management

SPECIFICATIONS

- Sizes: ¾" to 6"
- Maximum working pressure:
  ¾", 1" and 1 ½": 140 psi
  2" to 6": 230 psi
- Maximum water liquid temperature:
  ¾", 1" and 1 ½": 122° F
  2": 131° F
  3" to 6": 140° F
- Available bodies: metal (corrosion proof copper alloy) or composite (plastic)
- Available with Reed Switch, Photo Diode or Electronic Digital registers
- Installation of a continuous acting air vent before the water meter is highly recommended for accurate flow readings

FEATURES & BENEFITS

ONLY ONE MOVING PART - THE IMPELLER - IN CONTACT WITH THE WATER

For minimum wear and utmost reliability.

MAGNETIC DRIVEN SEALED REGISTERS ARE STAINLESS STEEL/COMPOSITE ENCAPSULATED

Guaranteed against fogging due to moisture.

ACCURATE OVER A WIDE RANGE OF FLOWS

For flexible and efficient water management.

INDUSTRY'S LONGEST WARRANTY

Three years on the metering components (register and metering assembly) and five years on the meter body.

¾" AND 1"
(PLASTIC BODY)

¾", 1" AND 1 ½"
(METAL BODY)

2"

3", 4" AND 6"

REED SWITCH REGISTER (RS)
The reed switch register is a dry contact or simple switch closure for communicating with control and monitoring equipment. Flows are totaled in U.S. Gallons based on the multiplication factors indicated on the dial face.

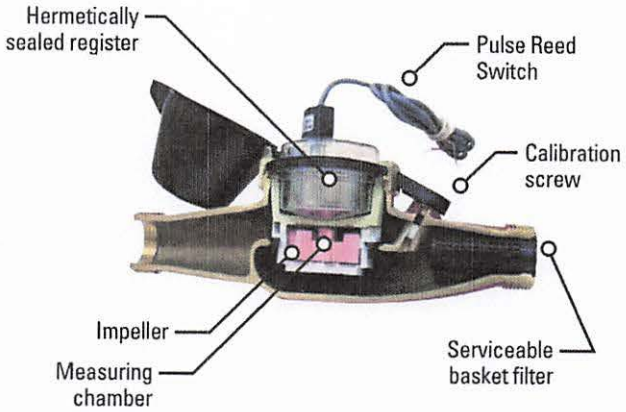

PHOTO DIODE REGISTER (PD)
A photo coupler sensor that provides pulse output for communicating with control and monitoring equipment. Flows are totaled in U.S. Gallons based on the multiplication factors indicated on the dial face.

DIGITAL (ER) REGISTER
Combines standard digital register features with dry pulse output for communicating with control and monitoring equipment. Rate of flow and volume readings in U.S. Gallons are clearly displayed on the LCD display.

ORDERING INFORMATION

BODY MATERIAL	SIZE	REGISTER OUTPUT TYPE	GALLONS PER PULSE	MODEL NUMBER
PLASTIC	¾"	RS	0.1	WM-075-0.1-RS-P
PLASTIC	¾"	RS	1.0	WM-075-1.0-RS-P
PLASTIC	1"	RS	1.0	WM-100-1.0-RS-P
PLASTIC	¾"	PD	.0015	WM-075-.0015-PD-P
PLASTIC	1"	PD	.0021	WM-100-.0021-PD-P
PLASTIC	¾"	ER	0.1	WM-075-0.1-ER-P
PLASTIC	1"	ER	0.1	WM-100-0.1-ER-P
METAL	¾"	RS	0.1	WM-075-0.1-RS-M
METAL	¾"	RS	1.0	WM-075-1.0-RS-M
METAL	1"	RS	1.0	WM-100-1.0-RS-M
METAL	1 ½"	RS	1.0	WM-150-1.0-RS
METAL	2"	RS	10	WM-200-10-RS
METAL	3"	RS	10	WMW-300-10-RS
METAL	4"	RS	10	WMW-400-10-RS
METAL	6"	RS	100	WMW-600-100-RS
METAL	¾"	PD	.0015	WM-075-.0015-PD-M
METAL	1"	PD	.0021	WM-100-.0021-PD-M
METAL	1 ½"	PD	.0074	WM-150-.0074-PD
METAL	2"	PD	1.0	WM-200-1.0-PD
METAL	¾"	ER	0.1	WM-075-0.1-ER-M
METAL	1"	ER	0.1	WM-100-0.1-ER-M
METAL	1 ½"	ER	0.1	WM-150-0.1-ER
METAL	2"	ER	1.0	WM-200-1.0-ER
METAL	3"	ER	1.0	WMW-300-1.0-ER
METAL	4"	ER	1.0	WMW-400-1.0-ER
METAL	6"	ER	10	WMW-600-10-ER

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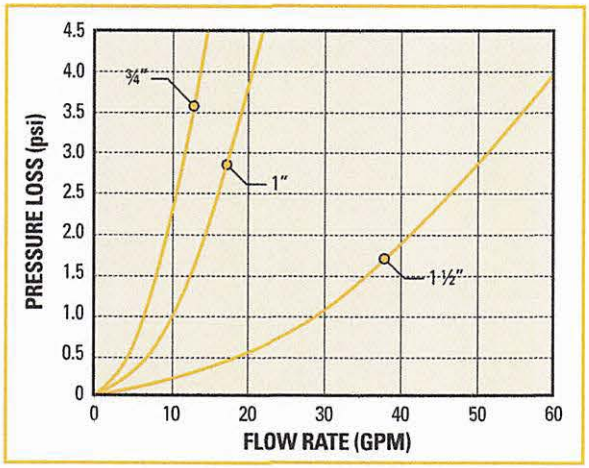
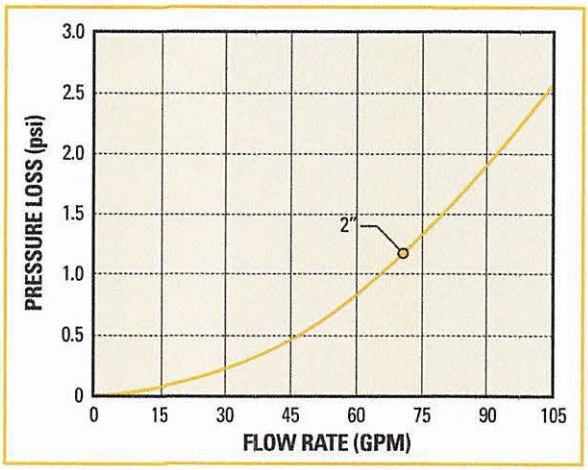
PERFORMANCE DATA (GPM)

SIZE	LOWEST FLOW WITHIN ± 5% ACCURACY	LOWEST FLOW WITHIN ± 2% ACCURACY	NOMINAL FLOW WITHIN ± 2% ACCURACY	MAXIMUM FLOW WITHIN ± 2% ACCURACY
¾"	0.2	0.9	11	14
1"	0.3	1.2	15.4	20
1 ½"	0.9	3.5	44	55
2"	2.0	8.8	88	110
3"	2.0	4	528	660
4"	4.0	6	1,013	1,266
6"	11	15	1,145	1,431

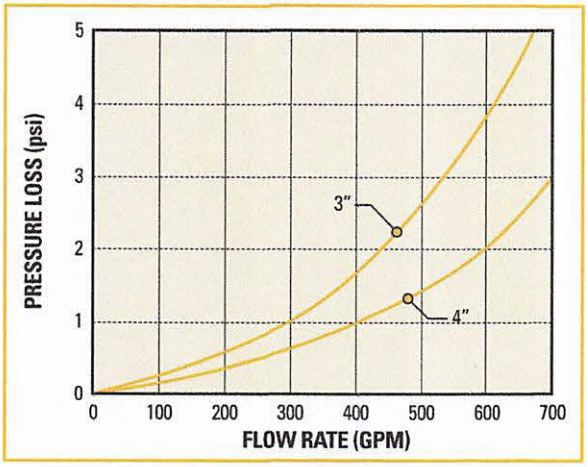
FLOW RATE VS. PRESSURE LOSS



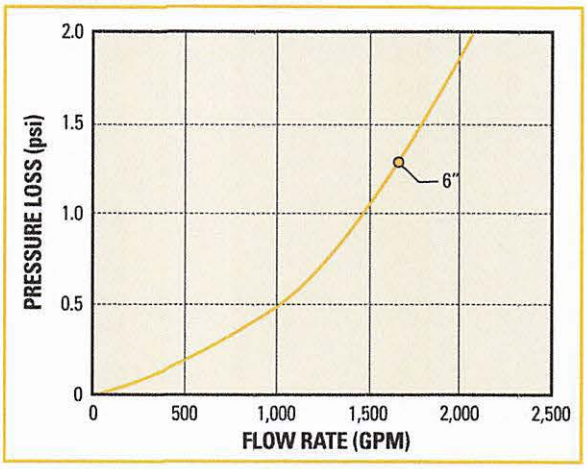
FLOW RATE VS. PRESSURE LOSS



FLOW RATE VS. PRESSURE LOSS



FLOW RATE VS. PRESSURE LOSS



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Tract 2

COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Date April 30, 2025

Permit Number 118708.

1. APPLICANT / AGENT INFORMATION

Owner Name	RIVERS EDGE AT GRUENE, L.P.	Agent Name	GREG W. JOHNSON, P.E.
Mailing Address	6 GRUENE WALD	Agent Address	170 HOLLOW OAK
City, State, Zip	NEW BRAUNFELS, TX 78130	City, State, Zip	NEW BRAUNFELS, TX 78132
Phone #	(512) 466-6695	Phone #	830-905-2778
Email	clint@regallanddevelopment.com	Email	gregjohnsonpe@ yahoo.com

2. LOCATION

Subdivision Name ____ Unit ____ Lot ____ Block ____

Survey Name / Abstract Number ALANSON P. FUQUAY SURVEY #35 A-155 Acreage 13.769

Address 1941 FM 306 City NEW BRAUNFELS State TX Zip 78132

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

Type of Construction (House, Duplex, RV, MANUFACTURED HOUSE / CONDOMINIUM)

Number of Bedrooms 5

Indicate Square Feet of Living Area <4500

☐ Non-Single Family Residential

(Planning materials must include adequate area for doubling the required lateral field for future additional units and the repair area)

Type of Facility ____

Offices, Factories, Churches, Schools, Etc. - Indicate Number of Occupants ____

Restaurants, Bars, Theaters - Indicate Number of Seats ____

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds ____

Travel Trailer/RV Parks - Indicate Number of Spaces ____

Miscellaneous ____

Estimated Daily Sewage Flow ____ Planned Daily Water Usage ____

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☒ Public ☐ Private Well ☐ Public Well ☐ Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Owner ____ Date 4/30/25

Revised January 2021

VOID

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ALANSON P. FUQUAY SURVEY #35 A-155, 13.769

COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND DRIP TUBING

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) 3000 TRASH/2-3000 EQ/4-1500 ATU/2-3000 ATU **Absorption/Application Area (Sq Ft)** 25,200

Gallons Per Day (As Per TCEQ Table III) 5000
(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

Is the property located over the Edwards Recharge Zone? ☒ Yes ☐ No
(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? ☐ Yes ☐ No
(if yes, the R. S. or P.E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

Is there at least one (1) acre per single family dwelling (per 285.40(c)(1))? ☐ Yes ☐ No

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? ☐ Yes ☒ No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the OSSF until the WPAP has been approved by the appropriate regional office)

Is the property located over the Edwards Contributing Zone? ☐ Yes ☒ No

Is there an existing TCEQ approval CZP for the property? ☐ Yes ☒ No
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? ☐ Yes ☒ No
(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office)

Is this property within an incorporated city? ☐ Yes ☒ No

If yes, indicate the city: _____

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

FIRM #2585

By signing this application, I certify that:
- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer

April 30, 2025
Date

VOID

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By Brandon Olvera at 2:37 pm, Aug 11, 2025

AEROBIC TREATMENT
DRIP TUBING SYSTEM
DESIGNED FOR:
RIVERS EDGE AT GRUENE, L.P
6 GRUENE WALD
NEW BRAUNFELS, TX 78130

SITE DESCRIPTION:

Located in the Alanson P. Fuquay Survey #34, A-155, being 13.769ac (Tract 2), at 1941 FM 306, the proposed system will serve thirteen up to five bedroom condos (<4500sf) , situated in an area with moderate depth Type III soils as described in the Soil Evaluation Report. Native grasses, and Live Oak trees were found throughout this property. An aerobic treatment plant with flow equalization utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A plumber installed 3 or 4 inch SCH-40 pipe discharges from the condos to a 3000 gallon trash tank w standard inl outlet fl Flow contin a 60 alization tank (2-30 ks manif toget lization is fit erty LE40 effluen mps co d by al alterna ontro el wi nual res Omron H3CR cle tim h N ating of 4X w is c lled l valve or SCH-40 manifo d a b valv EQ tank at pm min per hour.. s fitted with a ow 0 aera d 4-Thomas ffus see ta ofile). On switch set at 2 h k. Effl ontinues to 0 N er E- 1500, 15 aerobic plants e ow is co d by ball s on SCH anifold er aerobic treatmen ontinues to np. T fitt s. The well pumps a ated by a dual al controller c uting our times per day with an 20 minute run time using a Omron H3CR-F cycle timer. Effluent is pumped through a 1.5" Sch-40 PVC alternating from each pump to a Arkal 1.5" Super filter (self flushing 100 micron disk filter) followed by a pressure regulator Model PR40HF then to (K-Rain ProSeries 150 control valves) low voltage irrigation control valves operated by electronic controller

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should the pump fail and activate the resting pump. A 1.25" SCH-40 return line is installed to continuously flush the system to the pump tank by throttling a 1.25" ball valve. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Check valves on the return line on each field will prevent the pressuring of resting zone. Prior to installing drip field will be trenched in to approximately 12". Entire field will beheavily seeded for just sodded with grass.

Risers are required on tank inspection ports as per 30 TAC 285.38 (9/1/2023). This includes access limitation (<65lbs lid or hardware secured lid), inspection and cleanout ports shall have risers over the port openings which extend to a minimum of two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed.

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DESIGN SPECIFICATIONS:
Daily flow:4680 gpd 13 - five bedroom (<4500 sf.) Living
Design Rate:: 5000 gpd
Pretreatment tank size: 3000 Gal
Equalization tank: 6000 gal w/ dual effluent pumps Liberty LE40 0.4hp or equiv.
Controls: Dual alternating control panel w/ NEMA rating of 4X w/ manual reset & Omron H3CR-F cycle timer or equivalent. fitted with HiBlow HP200 aerator and 4 Thomas air diffusers
Plant Size: 4- NuWater E-1500 1500gpd Aerobic Units TCEQ/NSF approved
Pump tank size: 6000 Gal with dual pumps
Pump requirement: 2-Ashland CPM 20+ - 0.5hp 20 gpm
requiring 9.15 gpm @ up to 40 psi & up to18.3 gpm during flushing
Filter: Arkal 1.5" Super Filter100 micron disk filter
Low Voltage Control Valves : K-Rain ProSeries 150 control valves
Reserve capacity after High Level: 384 Gal (>4hrs flow Req'd)
Application Rate: Ra = 0.2 gal/sf
Total absorption area: Q/Ra = 5000 GPD/0.25= 20,000 sf. (Actual 25,200sf.)
Total feet drip t 12,600' *Bioline* drip ng .61
Total : 7 Zone 00' r
Pump rement: Ne w/ 900 e per z @ 0.6 @ 40 p 15 gpm
with 18 m dur shin up to 40' 10 p ction and eleva

MINIM SC VELO Y (MSV) >
IN DRI B W/ NO A. 0.55" ID
PS (IId↑ 48 gal/c ec/m
3.14159((.5 *60
1.5 gpm PER LI INES = 9 MI E

IN RETURN MANIFOLD W/ NOM. DIA 1.25" ID
MSV = 2 FPS (IId↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((1.36/12)↑2)/4)*7.48*60

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NOTES

- A continuous maintenance contract is required to be maintained on this septic system with a minimum of service visits every three months. Each visit will require checking aerators & air diffusers, sewage and effluent pumps and dual alternating control panels and alarms for proper function. Field flush each zone and clean each of the Arkal Disc filters. Inspect each tank with sludge judge to determine if tanks requires pumping.
- BOD5 samples need to be completed at three months and at nine months after License to Operate is issued.
- Septic system requires periodic pumping each one to five years depending on usage.
- Construction material, specifications and all construction methods shall conform to the

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requirements set forth in the construction standards for on-site sewage facilities from TCEQ.

- The installer must be licensed by the State of Texas and install according to design specifications and obtain inspections by authorized agent throughout the installation process.
- All piping must be a SCH-40 PVC.
- No part of the system shall be located within 10 feet of a potable water line. If this is unavoidable, follow Chapter 290.44(e)(4)(B)(iv-v)
- Sewer lines with 5' and under driveways will be SCH-80 PVC or sleeved with Sch-40 PVC
- All tanks must be installed greater than five feet from any structure and be level within 1" and bedded with a minimum of 4" of sand/sandy loam free of rock.
- Risers must be installed in accordance with 30 TAC 285.38 as noted previouly
- All septic tanks inlet and outlets must be sealed with a permanent waterproof sealant.
- Aerated tanks must be vented.

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ELECTRICAL COMPONENTS

All electrical wiring shall conform to the requirements of the National Electrical Code (1999) or under another standard approved by the executive director. Additionally, all electrical wiring shall be installed in approved conduit, non-metallic conduit shall be buried according to the requirements of the National Electrical Code and terminated at a circuit breaker panel. Connections shall be in approved junction boxes. Electrical components shall have an electrical disconnect within sight from the point where the electrical wiring is being served. Electrical connections must be weatherproof and approved for outdoor use. Have maintenance provisions

FLOODPLAIN

This area is According to the FEMA floodplain map #48091C0455G the referenced property is located within the 100 year flood plain (Flood Zone A), with the entire system is within Flood Zone A. The system has been designed so that during a 100 year flood event, in my professional

nuisance.

BUOYANCY CALCULATIONS:

3000 gallon trash tank
Volume of Tank = Hx3.14159*D^2/4 = 8'x9.256.21'x13.33'= 537.6 cf.
Upward Buoyancy force = 537.6 cf * 8.34 #/gal*7.48gal/sf = 33,537 #
Overburden w/ 6"' of soil = area*fill Height*Wt of fill/cf =3.14159 D^2/4*75#/cfx0.5' =2520#
Tank Weight of Tank = 20,126#
Downward force of tank & min.water & overburden=20,126#+(3000)*8.34#/gal+ 2520#
=47,666#
Downward force > Upward Force 47,666# > 33,537# Tank will not float with 0.5' of cover

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NuWater B 1500
Volume of Tank = H*W*L = 6.42'*5.667*12 = 436.6 cf.
Upward Buoyancy force = 436.6 cf * 8.34 #/gal*7.48gal/sf = 27,236 #
Overburden w/ .5' of soil = AREA*fill Height*Wt of fill/cf = 5.667'*12*90#/cf *.5' = 3,060#
Tank Weight of B-1500 = 16,600#
Downward force of tank & min.water & overburden=16,600#+(2086)*8.34#/gal+ 3,060#
=37,057#
Downward force > Upward Force 37,057# > 27,236# Tank will not float with 0.5' of cover

3000 gallon pump tanks
Volume of tank = 537.6 cf
Upward Buoyancy force = 33,537#
Overburden w/ 2.25' of soil = 3.14159*9.25^2/4*75#/cf*2.25' = 11,340#
Tank Weight = 20,126#
Downward force& min water& overburden = 20,126# + 345*8.34#/gal + 11.340# = 34,343#
Downward force > Upward Force 35,603# > 33,537#
Tank [illegible]ot float wi[illegible]5' of co[illegible]

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PIPE [illegible] FITTI[illegible]
All pip[illegible]d fitt[illegible] thi[illegible] tubing syst[illegible] all b[illegible]' & [illegible] schedule [illegible]C. All joints [illegible] be [illegible] wit[illegible] roved solve[illegible] e P[illegible]emer[illegible] clipper typ[illegible]ers are recomm[illegible]d t[illegible]vent P[illegible]urrs during [illegible]g of [illegible]s cau[illegible]ossible pl[illegible]g.

MAINT[illegible]E SCHE[illegible]
This sys[illegible] require a co[illegible] maint[illegible]ce co[illegible] component will be i[illegible]d to assure proper[illegible], including[illegible]tors, [illegible] effluent pumps, with pumping as determined by inspection of sludge levels in each tank.

LANDSCAPING
Drip field area will be sodded with grass and drip fields will be maintained with vegetation.
[illegible]

Designed in accordance with Chapter 285, Subchapter D, §285.30, §285.32 Texas Commission on Environmental Quality (Effective December 29, 2016)

04/30/25

Greg W. Johnson, P.E. No. 67587 F#2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

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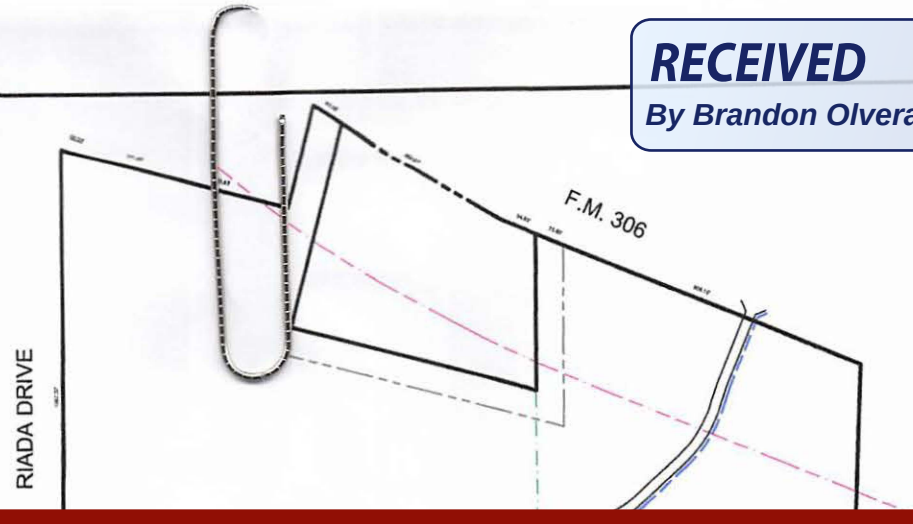
By Brandon Olvera at 2:38 pm, Aug 11, 2025



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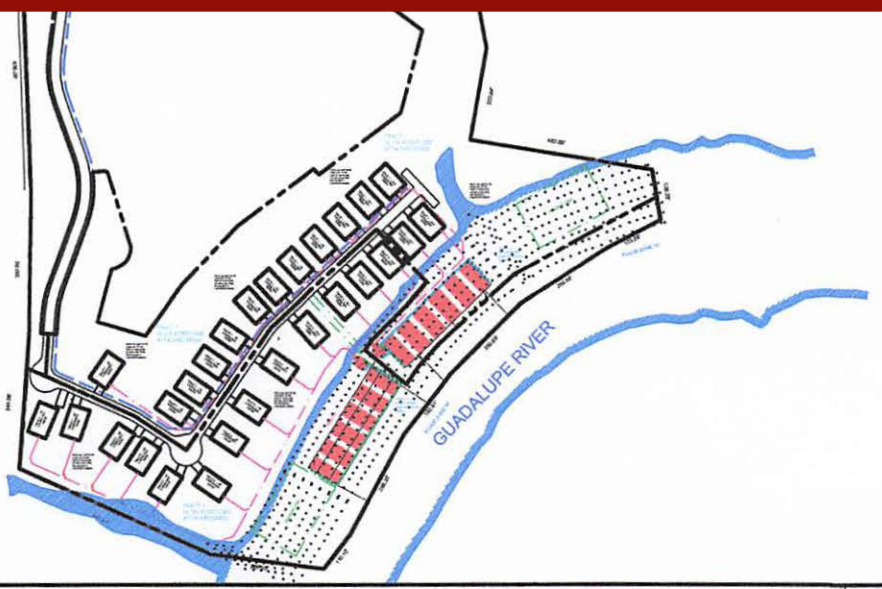

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER:	RIVER'S EDGE at GRUENE, L.P.	TRACT 2		DRAWN BY:	EJS III
STREET ADDRESS:	1941 F.M. 306				
LEGAL DESC:	SEE ATTACHED DEED			ACREAGE:	13.769
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED:	7/30/2025

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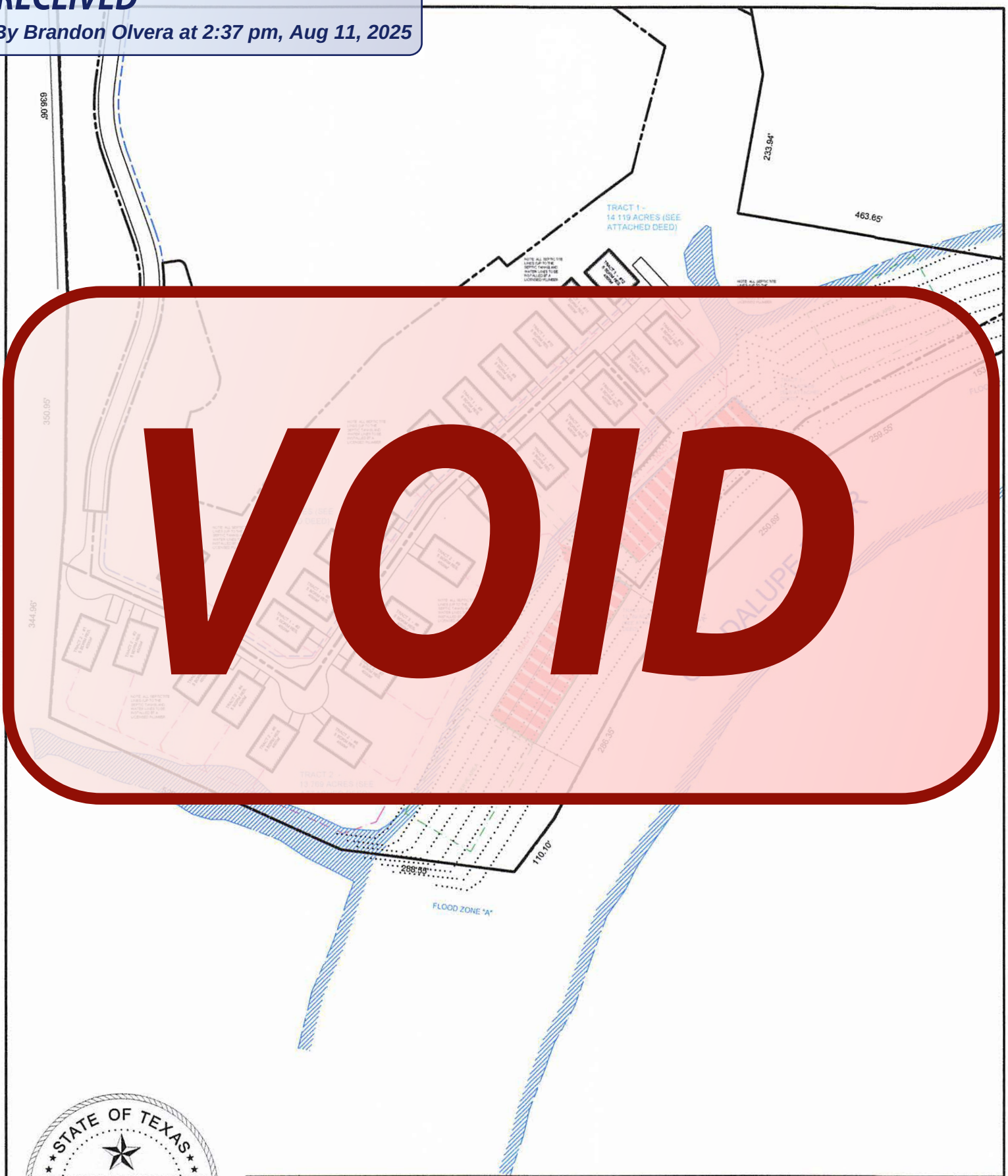
By Brandon Olvera at 2:37 pm, Aug 11, 2025



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STATE OF TEXAS
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67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.		TRACT 2			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306					
LEGAL DESC: SEE ATTACHED DEED	UNIT/SECTION/PHASE:		BLOCK:		ACREAGEOT: 13.769
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025			REVISED: 7/30/2025

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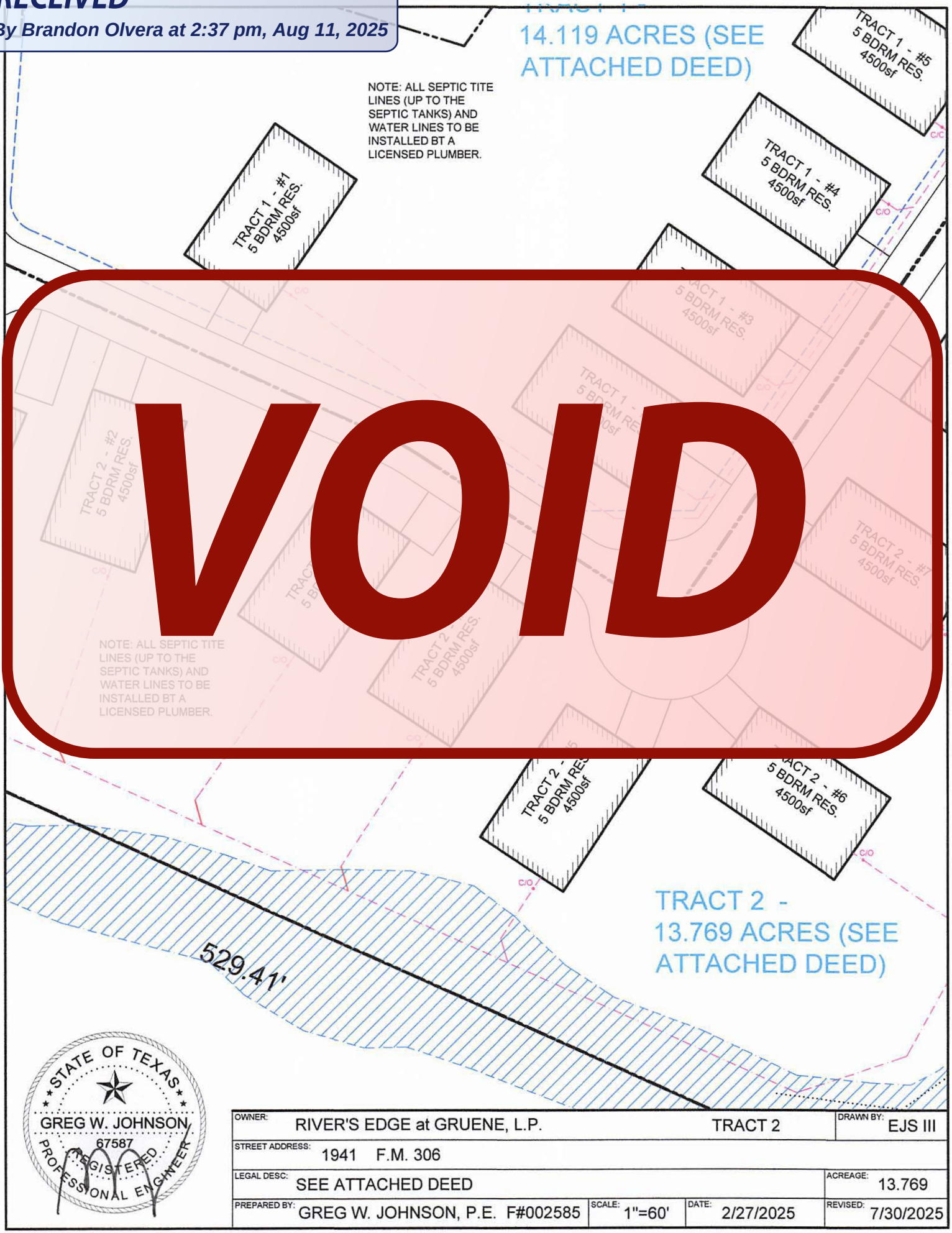

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STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED PROFESSIONAL ENGINEER

OWNER:	RIVER'S EDGE at GRUENE, L.P.	TRACT 2		DRAWN BY:	EJS III
STREET ADDRESS:	1941 F.M. 306				
LEGAL DESC:	SEE ATTACHED DEED			ACREAGE:	13.769
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=60'	DATE: 2/27/2025	REVISED:	7/30/2025

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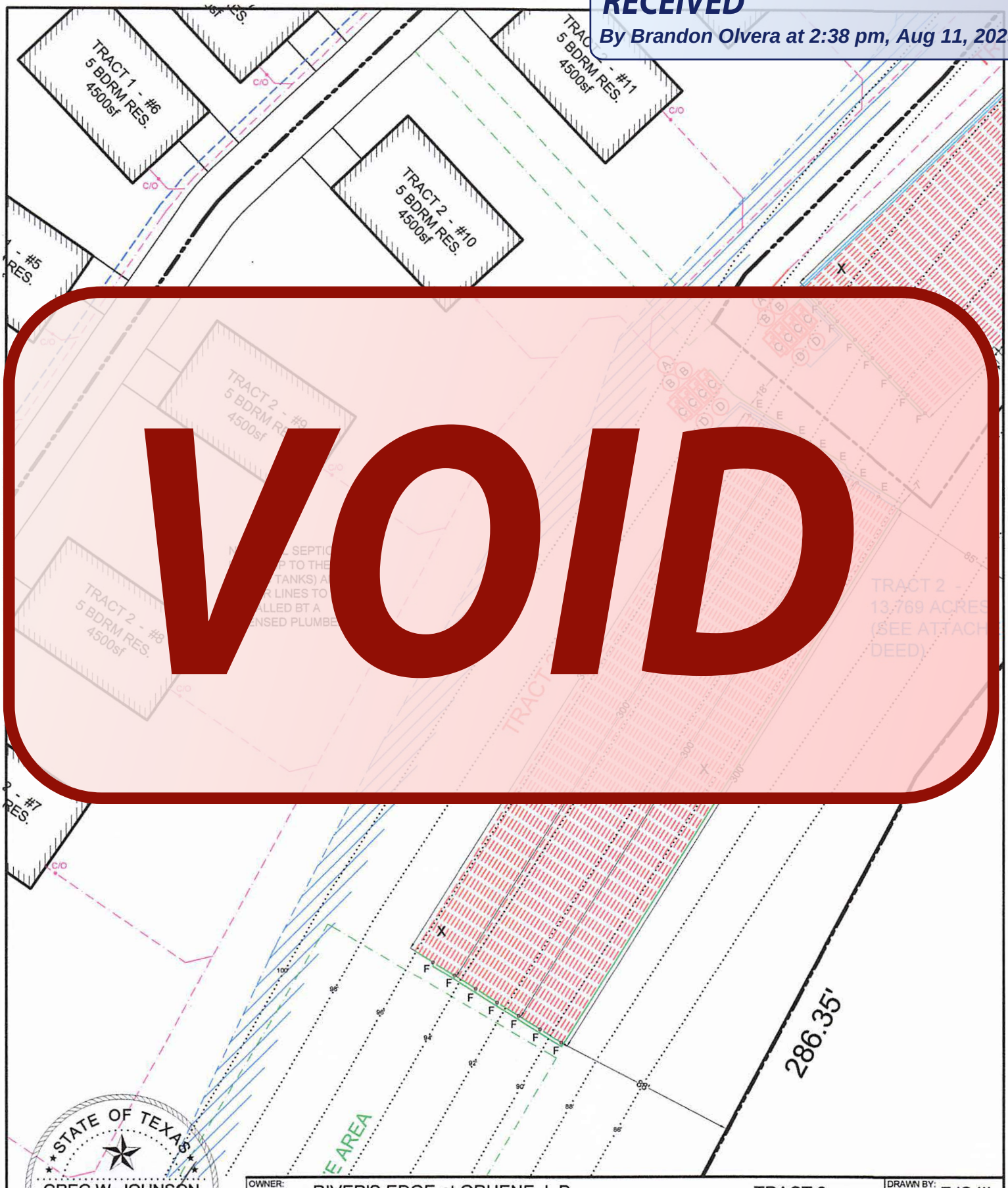
By Brandon Olvera at 2:38 pm, Aug 11, 2025



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STATE OF TEXAS
GREG W. JOHNSON
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REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 13.769
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=60'	DATE: 2/27/2025	REVISED: 7/30/2025

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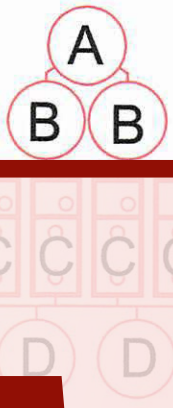
SEPTIC TANK LAYOUT:



A = 3000 GAL. TRASH TANK
B = 2 - 3000 GAL. EQUALIZATION TANKS
C = 4 - NUWATER -E1500 AEROBIC TREATMENT PLANT
D = 2 - 3000 GAL. PUMP TANK
E = CONTROL VALVES
F = CHECK VALVE

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TRACT 2

FOOTAGE / SQUARE FOOTAGE	
ZONES 1 - 7	1800' EACH ZONE = 12,600' OF DRIP
TOTALS	12,600' / 25,200sf

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2 SPEC SHEET			DRAWN BY: EJS III	
STREET ADDRESS: 1941 F.M. 306					
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 13.769	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 2/27/2025	REVISED: 7/30/2025	

CERTIFICATIONS:

* ANALYSIS AND DESIGN IN ACCORDANCE WITH ASTM STANDARD C 1227

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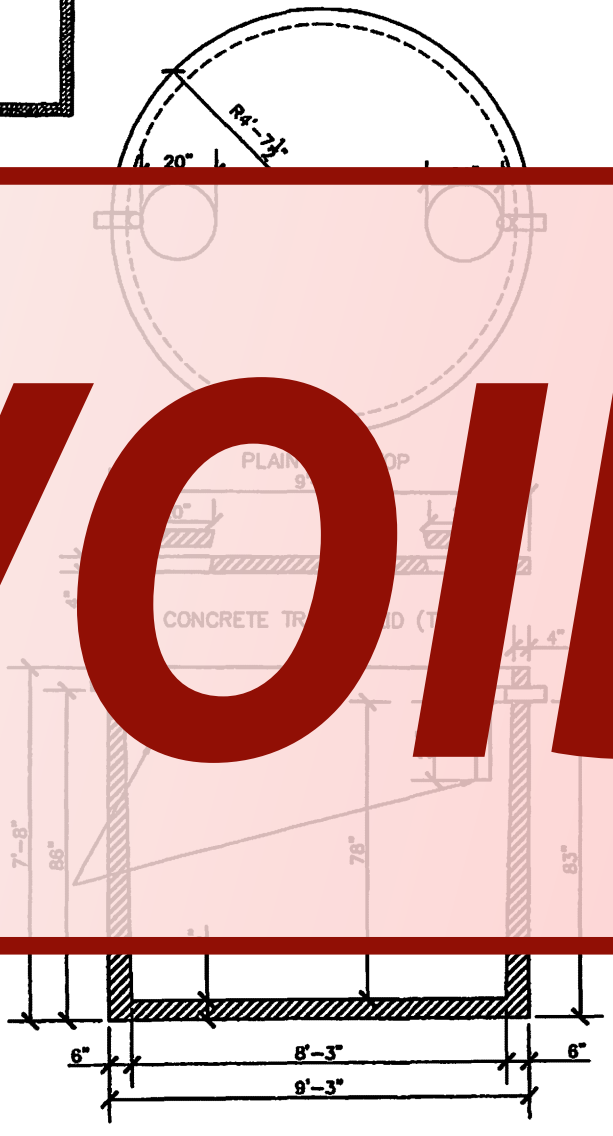

SINGLE COMPARTMENT TANK

NOTES:
1. CONCRETE: 4500 PSI
2. REINFORCEMENT: #3 REBAR 1' ON CENTER IN LID AND FLOOR W/ 1' TURN UP IN WALL
   3"X5"X1/4" MESH WIRE IN WALLS
3. 5" TRAFFIC LID (STD)
4. TANK WEIGHT: 20,126.7#
5. CAPACITY: 2706 GAL
6. GAL/IN = 34.7
7. INLET & OUTLET MEASURED FROM BOTTOM OF TANK TO FLOWLINE.

STATE OF TEXAS
GREG W. JOHNSON
67687
REGISTERED
PROFESSIONAL ENGINEER

CLIENT: BLOCK CREEK CONCRETE			DRAWN BY:
STREET ADDRESS: 444 OLD #9 HWY A			
DESC: 3000 GAL. SINGLE COMP. SEPTIC TANK			
PREPARED BY: GREG W. JOHNSON, P.E., F#2585	SCALE: 1/4" = 1'-0"	DATE: 12/1/2017	REVISED:

TANK NOTES:

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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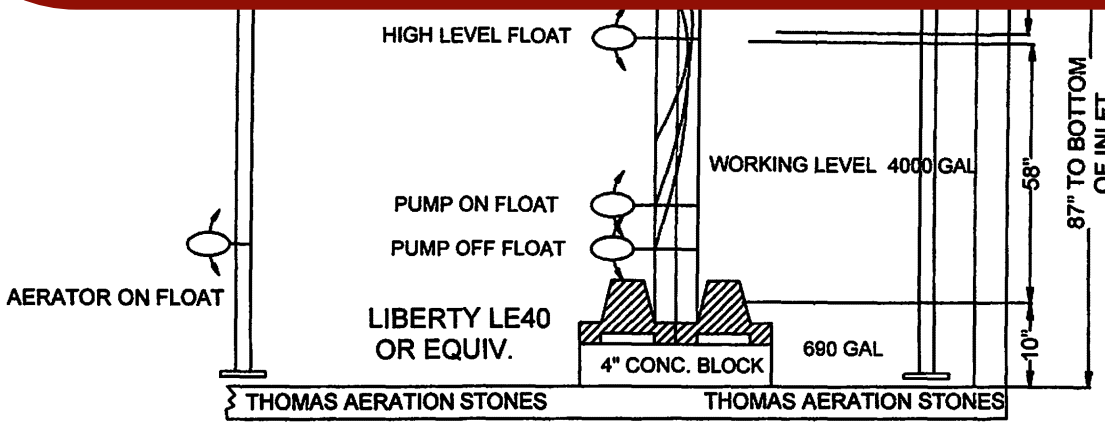


STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER
04/30/25

EQUALIZATION TANK 6000 GAL PUMP TANK

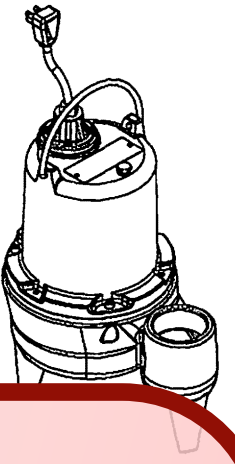
VOLUME = 69 GAL/IN

Liberty Pumps®

Pump Specifications

LE40 Series

4/10 HP Submersible Sewage Pump



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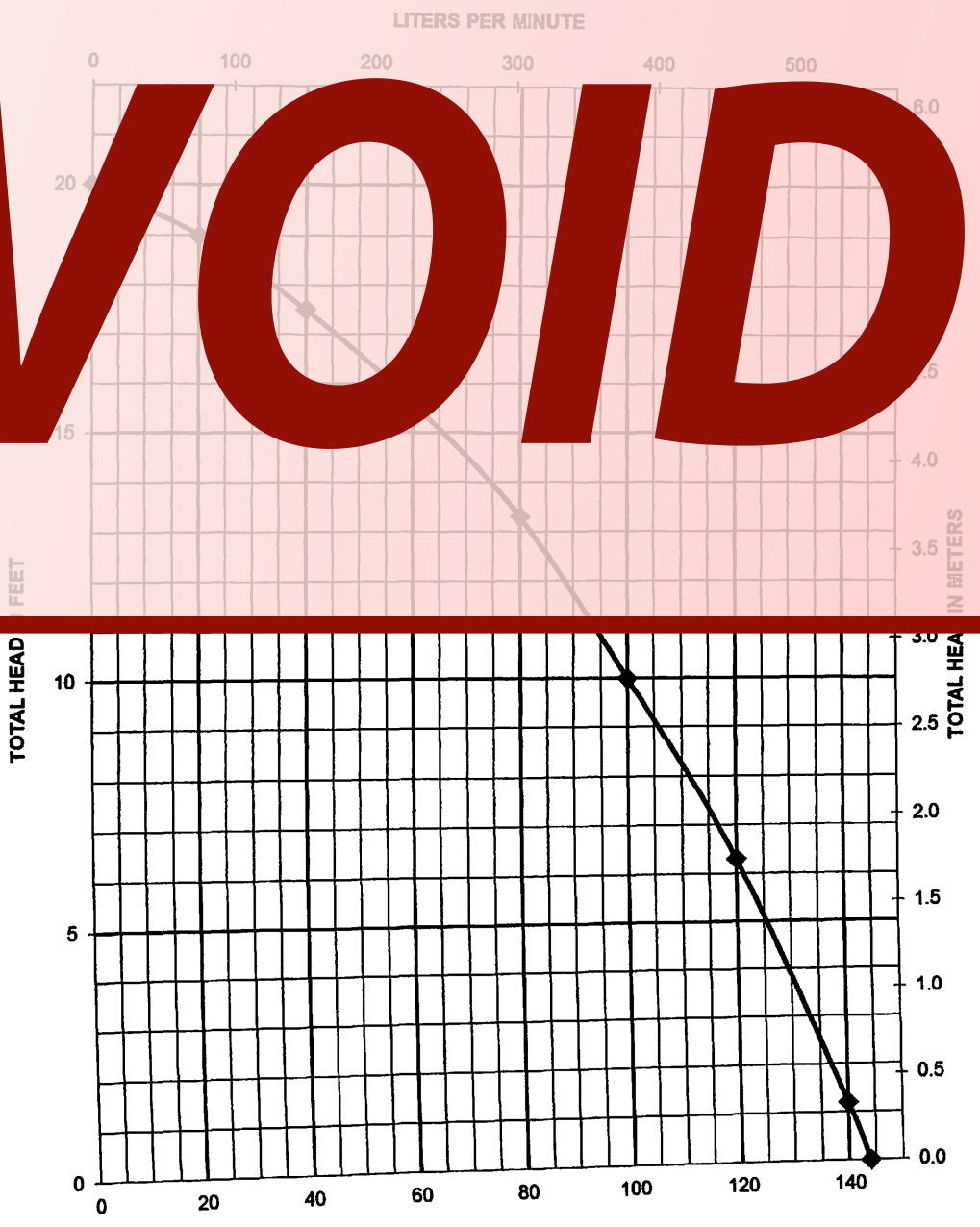

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Liberty Pumps

LINEAR AIR PUMPS

HIBLOW®

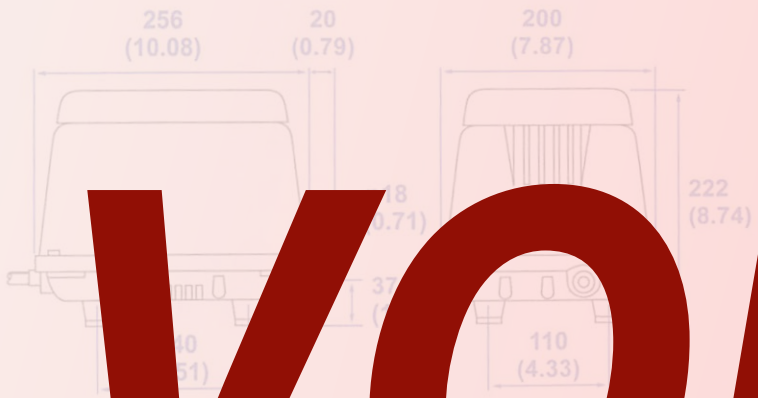
c UL US LISTED (115 volt only) CE (230 volt only)

HP-150, 200

PRESSURE TYPE

Dimensions

[Unit: mm(inch)]



Performance Curves

Rated Loading Pressure [kPa(PSI)]

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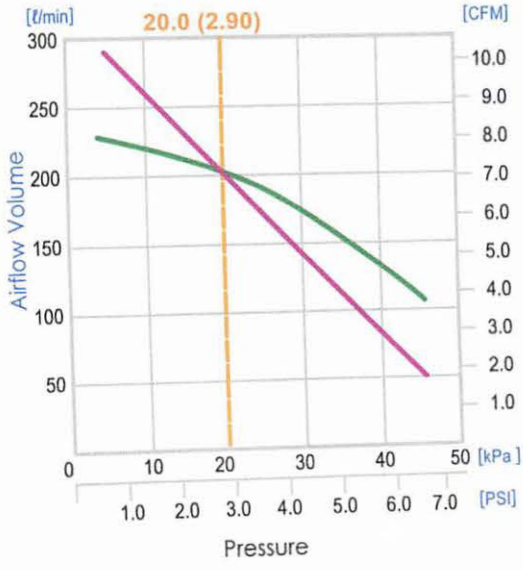
Specifications

		HP-150		HP-200	
Rated Voltage	V	AC100 / 110-120 / 220-240			
Power Supply Frequency	Hz	50	60	50	60
Rated Loading Pressure	kPa	20.0			
Airflow Volume	ℓ/min	150		200	
Power Consumption	W	125	155	210	250
Noise Level	dBA	45	47	46	48
Weight	kg	9.0			



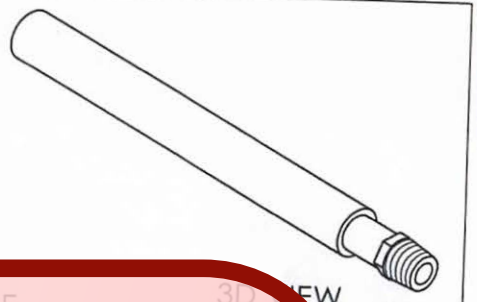
- Performance data is representative of typical values.
  Specifications and performance data are subject to change without notice.
  Purchaser is responsible for determining suitability for product applications
- "HIBLOW" is a registered mark of Techno Takatsuki co., ltd.

HIBLOW USA
www.hiblow-usa.com
1300 Tefft Court, Suite 8 Saline, Michigan 48176
P: 734-429-5618 F: 734-944-5163

NOTES:

1. CONSISTS OF (3) COMPONENTS EACH:

   (1) 1/2" NPT FITTING
   (1) TUBE - POROUS PLASTIC
   PORE SIZE 20-35 MICRONS
   (1) PLUG



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REV	DATE	ECN NO.	REVISION	BY
A	8/24/15	15-2038	RE-INSTATED, REVISED REDRAWN IN SOLIDWORKS ADDED 3D VIEW ADDED NOTE 2 AND ENGLISH DIMS	RLK

MATERIAL: NOTED

UNLESS OTHERWISE NOTED, SURFACE FINISH MEASURED IN Ra (µin)

CONTROL CHARACTERISTIC

REL. FOR PROD DATE: 9/28/07 ECN NO: 07-2201

SUPERSEDES: C50811 REV NONE ECN NO.: 07-2201

UNLESS OTHERWISE NOTED, THIS DRAWING CONFORMS TO ANSI Y14 DRAFTING STANDARD.

UNSPECIFIED RADII:
FILLETS:
DRAFT: °

UNSPECIFIED TOLERANCES:
ANGLES ± 2°
.XX ±
.XXX ±

DRAWN BY	DATE
RLK	9/28/07
CHECKED BY EAA	DATE 09/02/2015
SCALE 1:2	THIRD ANGLE PROJECTION

TITLE

DIFFUSER ASSEMBLY 1/2" PVC

THOMAS by Gardner Denver

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PART NO. C50811

REV A

A-BORDER REV A

Advantage
Wastewater Solutions llc

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 16,600 lbs.
4. Treatment capacity is 1,500 GPD.
5. BOD Loading = 4.50 lbs. per day.
6. 20" Ø acess riser w/ lid (Typical 3). Optional extension risers available.
7. PVC Air Line to Bio-Robic B-1500 Air Compressor (Max. 50 Lft from Plant).
8. 4" min. compacted sand or gravel pad by Contractor
9. Requires minimum 1,000 gallon trash tank unless otherwise specified by engineering.

MINIMUM EXCAVATION DIMENSIONS:
Width: 80"
Length: 156"

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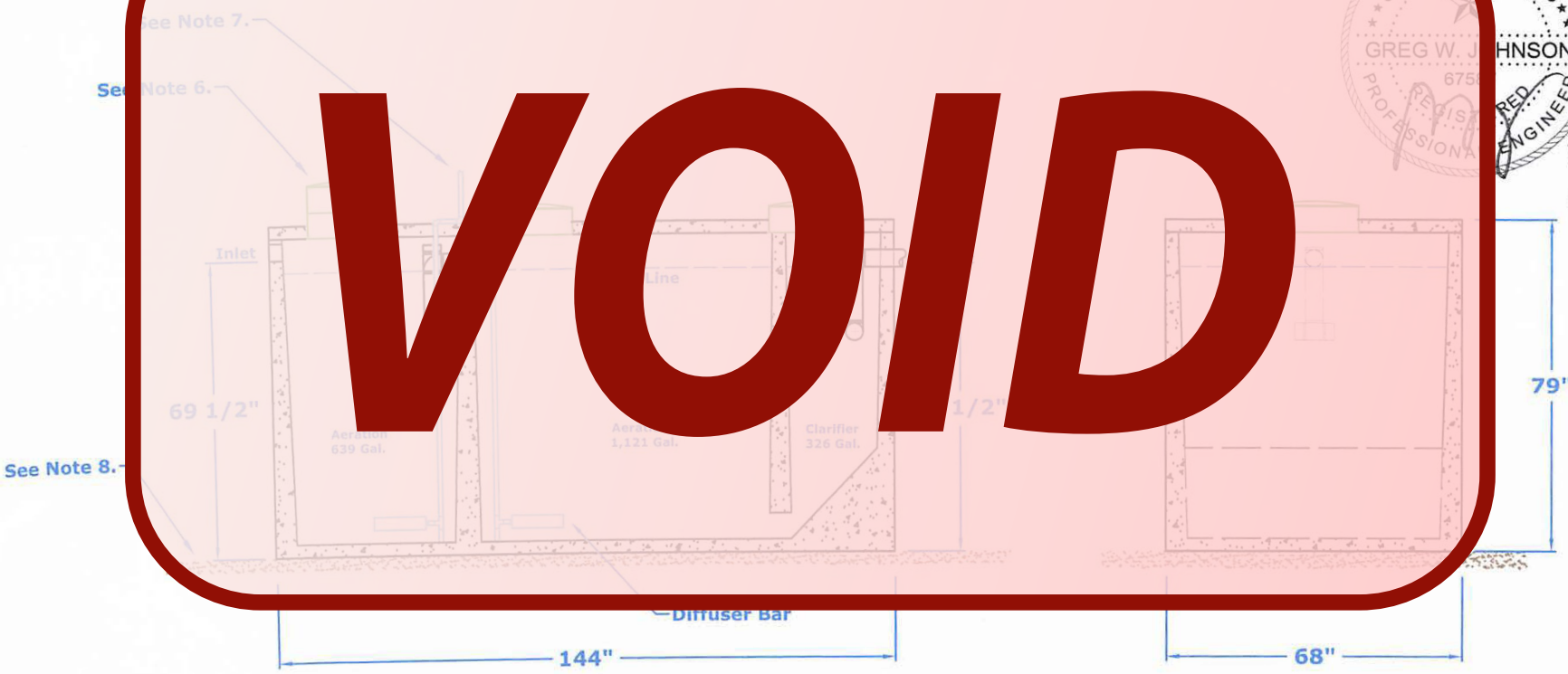
STATE OF TEXAS
GREG W. JOHNSON
REGISTERED PROFESSIONAL ENGINEER

F-2598
04/30/25



NuWater E-1500 Duel Aeration Aerobic Treatment Plant (Assembled)

Model: E-1500

July, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B1500-2

Advantage
Wastewater Solutions llc

Advantage Wastewater Solutions llc.
444 A Old Hwy No 9
Comfort, TX 78013
830-995-3189
fax 830-995-4051

TANK NOTES:

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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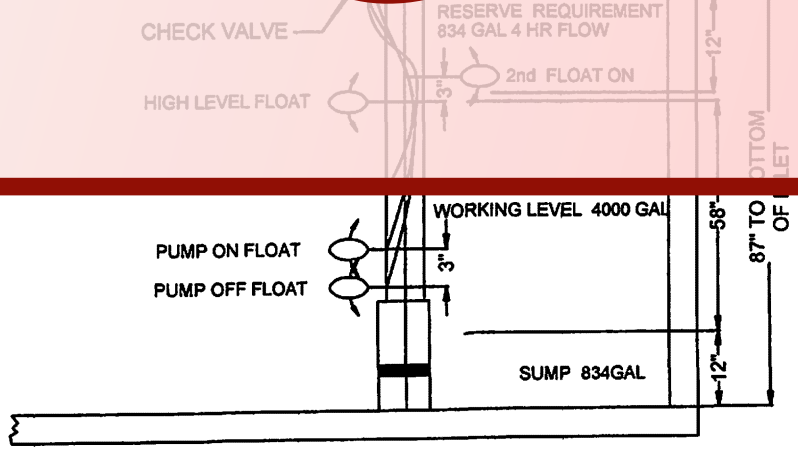

FINAL TANK 6000 GAL PUMP TANK
VOLUME = 69 GAL/IN

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

04/30/25

Olvera,Brandon

From: Olvera,Brandon
Sent: Tuesday, August 12, 2025 12:17 PM
To: Greg Johnson; 'clint@regallanddevelopement.com'
Subject: 118708.pdf
Attachments: 118708.pdf

Property Owner/Agent

Please see the attached points that need to be addressed prior to the issuance of the Permit to Construct.

Thank You,

COMAL COUNTY
ENGINEER'S OFFICE

| Brandon Olvera | Designated Representative OS0034792 |
| t: 830-608-2090 | e: olverb@co.comal.tx.us |

August 12, 2025

118708

COMAL COUNTY
ENGINEER'S OFFICE

RE: ***1941 FM 306***
13.769 acre tract of land, situated in the
Orilla Russell survey no. 2, abstract no. 485 and the
Alanson P. Fuquay survey no. 35, abstract no. 155

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

- Provide a more legible/recorded meets and bounds description of tract 2.
- Provide the TCEQ approved WPAP
- Condominiums need to be in the non-single family residential section of the application.
- The calculation from the EQ tank is 2592 gallons. What is happening with the remaining 2408 gallons?
- I am not seeing the NuWater E-1500 on the approved products list,
  - Provide the TCEQ approval letter.
  - Proposed system/Design Specification states NuWater E-1500.
  - Buoyancy Calculations state NuWater B-1500
- Design Calculations:
  - Application rate states .2
  - Absorption area is based on a .25
  - Site evaluation calls for a minimum of .25 for Class II

195 David Jonas Dr, New Braunfels, Texas 78132 - Phone (830) 608-2090

COMAL COUNTY

ENGINEER'S OFFICE

7. Site Plan:
   a. ✓ Show the location of the floodway.
   b. ✓ Remove all structures and OSSF components from the design that are not a part of this tract.
      i. Will you be applying for the other OSSF at a later date?
   c. ✓ Show the doubling area for the treatment.
   d. ✓ Show the sq. ft. of absorption area for the reserve area.
8. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

Thank You,

| Brandon Olvera | Designated Representative OS0034792 |

| t: 830-608-2090 | e: olverb@co.comal.tx.us |

Brook Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

June 13, 2025

Mr. Clint Jones
River's Edge at Gruene, LP
6 Gruene Wald
New Braunfels, TX, 78130

Re: Approval of a Water Pollution Abatement Plan (WPAP)
Rivers Edge at Gruene Condos; Located South of Bretzke Ln and FM306; Comal County, Texas
Edwards Aquifer Protection Program ID: 13002064, Regulated Entity No. RN112144837

Dear Mr. Clint Jones:

The Texas Commission on Environmental Quality (TCEQ) has completed its review on the application for the above-referenced project submitted to the Edwards Aquifer Protection Program (EAPP) by LJA Engineering, Inc. on behalf of the applicant, River's Edge at Gruene, LP on February 18, 2025. Final review of the application was completed after additional material was received on April 17, 2025, May 8, 2025, May 29, 2025, and June 11, 2025.

As presented to the TCEQ, the application was prepared in general compliance with the requirements of 30 Texas Administrative Codes (TAC) Chapter §213. The permanent best management practices (BMPs) and measures represented in the application were prepared by a Texas licensed professional engineer (PE). All construction plans and design information were sealed, signed, and dated by a Texas licensed PE. Therefore, the application for the construction of the proposed project and methods to protect the Edwards Aquifer are **approved,** subject to applicable state rules and the conditions in this letter.

This approval expires two years from the date of this letter, unless, prior to the expiration date, more than 10 percent of the construction has commenced on the project or an extension of time has been officially requested. This approval or extension will expire, and no extension will be granted if more than 50 percent of the project has not been completed within ten years from the date of this letter.

The applicant or a person affected may file with the chief clerk a motion for reconsideration of the executive director's final action on this Edwards Aquifer protection plan. A motion for reconsideration must be filed in accordance with 30 TAC §50.139.

PROJECT DESCRIPTION

The proposed residential project will have an area of approximately 124.79-acres. The project will include construction of a residential development consisting of 27 condominium units, paved road, associated utilities, and drainage improvements. The impervious cover will be 6.13-acres (4.91 percent). According to a letter dated, May 12, 2025, signed by Ms. Margaret Skulteti, with Comal County, the site in the development is acceptable for the use of on-site sewage facilities.

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PERMANENT POLLUTION ABATEMENT MEASURES

To prevent the pollution of stormwater runoff originating on-site or upgradient of the site and potentially flowing across and off the site after construction, one (1) batch detention basin and four (4) vegetative filter strips, designed using the TCEQ technical guidance, *RG-348, Complying with the Edwards Aquifer Rules: Technical Guidance on Best Management Practices,* will be constructed to treat stormwater runoff. The required total suspended solids (TSS) treatment for this project is 5,502 pounds of TSS generated from the 6.13-acres of impervious cover. The approved permanent BMPs and measures meet the required 80 percent removal of the increased load in TSS caused by the project.

The permanent BMPS shall be operational prior to occupancy or use of the proposed project. Inspection, maintenance, repair, and retrofit of the permanent BMPs shall be in accordance with the approved application.

GEOLOGY

According to the Geologic Assessment (GA) included with the application, the surficial units of the site are the Cyclic & Marine member of the Person Formation, Regional Dense Member of the Person Formation, Del Rio Clay, and Georgetown Formation. twelve (12) sensitive geologic features were identified in the GA. Natural buffer setbacks are proposed for the sensitive features and are illustrated on the site plan. No regulated activities, such as construction or soil disturbing activities, will take place within the natural buffers. The site assessment conducted on March 20, 2025 by TCEQ staff determined the site to be generally as described by the GA.

STANDARD CONDITIONS

1. The plan holder (applicant) must comply with all provisions of 30 TAC Chapter §213 and all technical specifications in the approved plan. The plan holder should also acquire and comply with additional and separate approvals, permits, registrations or authorizations from other TCEQ Programs (i.e., Stormwater, Water Rights, Dam Safety, Underground Injection Control) as required based on the specifics of the plan.

2. In addition to the rules of the Commission, the plan holder must also comply with state and local ordinances and regulations providing for the protection of water quality as applicable.

Prior to Commencement of Construction:

3. Within 60 days of receiving written approval of an Edwards Aquifer protection plan, the plan holder must submit to the EAPP proof of recordation of notice in the county deed records, with the volume and page number(s) of the county record. A description of the property boundaries shall be included in the deed recordation in the county deed records. TCEQ form, Deed Recordation Affidavit (TCEQ-0625), may be used.

4. The plan holder of any approved Edwards Aquifer protection plan must notify the EAPP and obtain approval from the executive director prior to initiating any modification to the activities described in the referenced application following the date of the approval.

5. The plan holder must provide written notification of intent to commence construction, replacement, or rehabilitation of the referenced project. Notification must be submitted to the EAPP no later than 48 hours prior to commencement of the regulated activity. Notification must include the date on which the regulated activity will commence, the name of the approved plan and program ID number for the regulated activity, and the name of the prime contractor with the name and telephone number of the contact person.

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6. Temporary erosion and sedimentation (E&S) controls as described in the referenced application, must be installed prior to construction, and maintained during construction. Temporary E&S controls may be removed when vegetation is established, and the construction area is stabilized. The TCEQ may monitor stormwater discharges from the site to evaluate the adequacy of temporary E&S control measures. Additional controls may be necessary if excessive solids are being discharged from the site.

7. All borings with depths greater than or equal to 20 feet must be plugged with non-shrink grout from the bottom of the hole to within three (3) feet of the surface. The remainder of the hole must be backfilled with cuttings from the boring or gravel. All borings less than 20 feet must be backfilled with cuttings from the boring. All borings must be backfilled or plugged within four (4) days of completion of the drilling operation.

<u>During Construction:</u>

8. This approval does not authorize the installation of temporary or permanent aboveground storage tanks on this project that will have a total storage capacity of five hundred gallons or more of static hydrocarbons or hazardous substances without prior approval of an Aboveground Storage Tank facility application.

9. If any sensitive feature is encountered during construction, replacement, or rehabilitation on this project, all regulated activities must be **immediately** suspended near it and notification must be made to TCEQ EAPP staff. Temporary BMPs must be installed and maintained to protect the feature from pollution and contamination. Regulated activities near the feature may not proceed until the executive director has reviewed and approved the methods proposed to protect the feature and the aquifer from potentially adverse impacts to water quality.

10. All water wells, including injection, dewatering, and monitoring wells shall be identified in the geologic assessment and must be in compliance with the requirements of the Texas Department of Licensing and Regulation 16 TAC Chapter §76 and all other locally applicable rules, as appropriate.

11. If sediment escapes the construction site, the sediment must be removed at a frequency sufficient to minimize offsite impacts to water quality (e.g., fugitive sediment in street being washed into surface streams or sensitive features by the next rain). Sediment must be removed from sediment traps or sedimentation ponds not later than when design capacity has been reduced by 50 percent. Litter, construction debris, and construction chemicals shall be prevented from becoming stormwater discharge pollutants.

12. Intentional discharges of sediment laden water are not allowed. If dewatering becomes necessary, the discharge must be filtered through appropriately selected BMPs.

13. The following records shall be maintained and made available to the executive director upon request: the dates when major grading activities occur, the dates when construction activities temporarily or permanently cease on a portion of the site, and the dates when stabilization measures are initiated.

14. Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and construction activities will not resume within 21 days. When the initiation of stabilization measures by the 14th day is precluded by weather conditions, stabilization measures shall be initiated as soon as practicable.

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After Completion of Construction:

15. Owners of permanent BMPs and temporary measures must ensure that the BMPs and measures are constructed and function as designed. A Texas licensed PE must certify in writing that the **permanent** BMPs or measures were constructed as designed. The certification letter must be submitted to the EAPP within 30 days of site completion.

16. The applicant shall be responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property or the ownership of the property is transferred to the entity. A copy of the transfer of responsibility must be filed with the executive director through the EAPP within 30 days of the transfer. TCEQ form, Change in Responsibility for Maintenance on Permanent BMPs and Measures (TCEQ-10263), may be used.

The holder of the approved Edwards Aquifer protection plan is responsible for compliance with Chapter §213 and any condition of the approved plan through all phases of plan implementation. Failure to comply with any condition within this approval letter is a violation of Chapter §213 and is subject to administrative rule or orders and penalties as provided under §213.10 of this title (relating to Enforcement). Such violations may also be subject to civil penalties and injunction. Upon legal transfer of this property, the new owner is required to comply with all terms of the approved Edwards Aquifer protection plan.

This action is taken as delegated by the executive director of the Texas Commission on Environmental Quality. If you have any questions or require additional information, please contact Ryan Pircher of the Edwards Aquifer Protection Program at 210-403-4074 or the regional office at 512-339-2929.

Sincerely,

Monica Reyes

Monica Reyes, Section Manager
Edwards Aquifer Protection Program
Texas Commission on Environmental Quality

MR/rp

cc: Ms. Lauren Crone, P.E., LJA Engineering, Inc.

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STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF COMAL §

MODIFIED SITE PARTITION

RIVER'S EDGE AT GRUENE, L.P. ("River's Edge") is the owner of a certain called 124.79 acre tract of land, more accurately described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Parent Tract"). Save and except the frontage along FM 306, the remainder of the Parent Tract including the portion of the Parent Tract to be partitioned hereunder is not located within the limits of any municipality. After conferring with the staff of the County Engineer of Comal County, it was determined to partition a portion of the Parent Tract into separate tracts (the "OSSF Tracts") to qualify each such OSSF Tract for on-site sewage facilities under applicable state and local laws, rules and regulations. River's Edge intends to identify each without a conveyance of the property and without implication of change in use. River's Edge previously recorded a Site Partition instrument under the Official Public Records of Comal County, Document No. 202506011132, but now wishes to replace that Site Partition instrument with this Modified Site Partition document to change the acreage of each of the previously partitioned tracts to enlarge them to comply with 30 TAC §285.40. River's Edge intends to now partition a portion of the Parent Tract for the sole purpose of identifying the OSSF Tracts set out below.

1. **Partition**. River's Edge hereby partitions a portion of the said Parent Tract in the following two (2) OSSF Tracts:
   a. 14.119 acre tract (Tract 1) attached as **Exhibit B**
   b. 13.769 acre tract (Tract 2) attached as **Exhibit C**

   Each of the OSSF Tracts (Tracts 1-2) are shown on the survey plats attached to the corresponding Exhibit which are incorporated herein by reference as if set forth in full and the OSSF Tracts are further described by metes and bounds in the attached corresponding Exhibits which are incorporated herein by reference as if set forth in full.

2. **No Plat Required**. River's Edge's partition of a portion of the Parent Tract is exempt from platting rules and regulations of Comal County, Texas, in that each OSSF Tract exceeds 10 acres in size and otherwise satisfies the requirements of Texas Local Government Code §232.0015.

Effective Date: July 31, 2025

RIVER'S EDGE AT GRUENE, L.P.,
a Texas limited partnership

By: Regal, LLC,
its General Partner

By: _____
Clint Jones, President

UNOFFICIAL

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STATE OF TEXAS §
§
COUNTY OF COMAL §

This Site Partition instrument was acknowledged before me by Clint Jones, President of Regal, LLC, the General Partner of River's Edge at Gruene, L.P. on the 31ST day of July, 2025.

LONDIE BYRD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/18/25
NOTARY ID 230650-6

Londie Byrd
Notary Public, State of Texas

UNOFFICIAL

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EXHIBIT A

DESCRIPTION OF A 124.79 ACRE TRACT OF LAND, SITUATED IN THE ORILLA RUSSELL SURVEY NO. 2, ABSTRACT NO. 485 AND THE ALANSON P. FUQUAY SURVEY NO. 35, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING A PORTION OF A CALLED 39.312 ACRE TRACT DESCRIBED AS TRACT 2 IN DEED CONVEYED TO ANNA GARTH CLARK (1/3 PROPORTION), ARCHIE A. WOHLFAHRT (1/3 PROPORTION), AND JANIS KAY WOMMACK (1/3 PROPORTION), AS RECORDED IN DOCUMENT NO. 201406020560, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX.), AND BEING A PORTION OF A CALLED 90.871 ACRE TRACT AS CONVEYED IN DEED TO ANNA GARTH CLARK (1/3 PROPORTION), ARCHIE A. WOHLFAHRT (1/3 PROPORTION), AND JANIS KAY WOMMACK (1/3 PROPORTION), AS RECORDED IN DOCUMENT NO. 201406020562, O.P.R.C.C.TX.; SAID 124.79 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD FOUND WITH CAP STAMPED "URBAN CIVIL" (GRID NORTHING: 13,823,314.87 U.S. SURVEY FEET, GRID EASTING: 2,252,620.11 U.S. SURVEY FEET) ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF F.M. 306, FOR A COMMON EASTERLY CORNER OF SAID 90.871 ACRE TRACT AND LOT 4 OF THE ROVER'S RETREAT SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 9, PAGE 235, AND VOLUME 7, PAGE 23, PLAT RECORDS, COMAL COUNTY, TEXAS (P.R.C.C.TX.), SAME BEING THE **POINT OF BEGINNING** AND A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 13 DEGREES 09 MINUTES 19 SECONDS EAST, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306, A DISTANCE OF 83.32 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE COMMON EAST CORNER OF SAID 90.871 ACRE TRACT AND A CALLED 5.92 ACRE TRACT CONVEYED IN A DEED TO ARCHIE A. WOHLFAHRT, RECORDED IN DOCUMENT NO. 175284, O.P.R.C.C.TX., FROM WHICH A TXDOT BRASS DISK FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306 AND THE EAST LINE OF SAID 5.92 ACRE TRACT BEARS, SOUTH 13 DEGREES 43 MINUTES 20 SECONDS EAST, A DISTANCE OF 464.61 FEET;

THENCE SOUTH 60 DEGREES 09 MINUTES 04 SECONDS WEST, DEPARTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306, WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID 5.92 ACRE TRACT, A DISTANCE OF 520.07 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 5.92 ACRE TRACT;

THENCE OVER AND ACROSS SAID 90.871 ACRE TRACT, WITH THE NEW COMMON LINE OF SAID 90.871 ACRE TRACT AND AN ADDITION TRACT CONTAINING 1.78 ACRES BEING CONVEYED TO ARCHIE A. WOHLFAHRT IN SEPARATE DOCUMENT, THE FOLLOWING THREE COURSES AND DISTANCES:

1) SOUTH 60 DEGREES 10 MINUTES 47 SECONDS WEST, A DISTANCE OF 70.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE NORTHWEST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT,
2) SOUTH 29 DEGREES 49 MINUTES 13 SECONDS EAST, A DISTANCE OF 727.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY SET FOR THE SOUTHWEST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT, AND
3) NORTH 45 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 452.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEAST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT, SAME BEING A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND FOR THE

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WEST CORNER OF SAID 5.92 ACRE TRACT BEARS NORTH 22 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 75.60 FEET;

THENCE SOUTH 22 DEGREES 05 MINUTES 39 SECONDS EAST, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306 AND AN EAST LINE OF SAID 39.312 ACRE TRACT, A DISTANCE OF 808.10 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE NORTHEAST CORNER OF AN ADDITION TRACT CONTAINING 18.805 ACRES BEING CONVEYED TO WOMMACK FAMILY IN SEPARATE DOCUMENT, SAME BEING A SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "URBAN CIVIL" FOUND FOR COMMON CORNER OF SAID 39.912 ACRE TRACT AND A CALLED 5.029 ACRE TRACT CONVEYED TO JANIS KAY WOMMACK AND HER HUSBAND, MAX R. WOMMACK, JR., RECORDED IN DOCUMENT NO. 168213, O.P.R.C.C.TX. BEARS SOUTH 22 DEGREES 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 53.20 FEET;

THENCE SOUTH 47 DEGREES 56 MINUTES 50 SECONDS WEST, THROUGH THE INTERIOR OF SAID 39.912 ACRE TRACT, WITH THE NORTH LINE OF SAID 18.805 ACRE WOMMACK ADDITION TRACT, A DISTANCE OF 1,631.47 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHEASTERLY LINE OF LOT 3, HIGH POINT, UNIT TWO, RECORDED IN VOLUME 10, PAGE 363, PLAT RECORDS, COMAL COUNTY, TEXAS, FOR THE NORTHWESTERLY CORNER OF SAID 18.805 ACRE WOMMACK ADDITION TRACT, SAME BEING A SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR A COMMON CORNER OF SAID LOT 3, HIGH POINT, AND SAID 39.912 ACRE TRACT BEARS SOUTH 42 DEGREES 06 MINUTES 40 SECONDS EAST, A DISTANCE OF 689.62 FEET;

THENCE NORTH 42 DEGREES 06 MINUTES 40 SECONDS WEST, WITH THE COMMON LINE OF SAID 39.312 ACRE TRACT AND SAID LOT 3, HIGH POINT A DISTANCE OF 437.74 FEET TO A MAG NAIL IN ROCK FOUND FOR A COMMON CORNER OF SAID 39.312 ACRE TRACT, SAID 90.871 ACRE TRACT, AND SAID LOT 3, HIGH POINT, FROM WHICH A 1/2-INCH IRON ROD FOUND ON A COMMON LINE OF SAID 39.312 ACRE TRACT AND SAID 90.871 ACRE TRACT BEARS, NORTH 44 DEGREES 25 MINUTES 04 SECONDS EAST, A DISTANCE OF 289.33 FEET;

THENCE SOUTH 34 DEGREES 55 MINUTES 51 SECONDS WEST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 3, HIGH POINT, A DISTANCE OF 824.82 FEET TO A 1/2-INCH IRON ROD FOUND ON A SOUTHERLY LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 3, HIGH POINT AND A CALLED 9.45 ACRE TRACT CONVEYED IN A DEED TO BJORN A. JOHNSON AND CYNTHIA J. JOHNSON, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID 9.45 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.94 FEET TO A 5/8-INCH IRON PIPE FOUND FOR A NORTHWESTERLY CORNER OF SAID 9.45 ACRE TRACT,
2) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 463.65 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND FOR AN INTERIOR ELL CORNER OF SAID TRACTS, AND
3) SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.22 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE BANK OF THE GUADALUPE RIVER, FOR A COMMON SOUTHERLY CORNER OF SAID 9.45 ACRE TRACT AND SAID 90.871 ACRE TRACT;

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THENCE WITH THE NORTH BANK OF THE GUADALUPE RIVER, SAME BEING A SOUTH LINE OF SAID 90.871 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.89 FEET TO A POINT,
2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 259.55 FEET TO A POINT,
3) SOUTH 89 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 250.69 FEET TO A POINT,
4) SOUTH 82 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 192.81 FEET TO A POINT,
5) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.35 FEET TO A POINT, AND
6) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.10 FEET TO A POINT FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND LOT 26AB, RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 26AB, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 288.55 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT, AND
2) NORTH 20 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 529.41 FEET TO A 1/2-INCH IRON ROD FOUND FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT, SAID LOT 26AB, LOT 27, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 63, P.R.C.C.TX., AND LOT 14, RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX.;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 14, A DISTANCE OF 344.96 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 14 AND LOT 13, SAID RIADA SUBDIVISION, VOLUME 5, PAGE 242;

THENCE NORTH 45 DEGREES 53 MINUTES 06 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 13, A DISTANCE OF 350.95 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 13 AND LOT 12A, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 326, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 05 MINUTES 23 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT, SAID LOT 12A, AND LOT 12B OF SAID RIADA SUBDIVISION, UNIT 1, VOLUME 12, PAGE 326, PASSING AT A DISTANCE OF 300.41 FEET A RAILROAD SPIKE (BENT) FOUND FOR A COMMON CORNER OF SAID LOT 12A AND 12B, AND CONTINUING FOR A TOTAL DISTANCE OF 636.06 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 12B AND CACTUS ROAD, SAID RIADA SUBDIVISION, VOLUME 12, PAGE 326;

THENCE NORTH 43 DEGREES 15 MINUTES 27 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.781 ACRE TRACT AND SAID CACTUS LANE, A DISTANCE OF 60.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID CACTUS LANE AND LOT 11A, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 11, PAGE 130, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 27 MINUTES 41 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT, SAID LOT 11A, AND LOT 11B OF SAID RIADA SUBDIVISION, UNIT 1, VOLUME 11,

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PAGE 130, PASSING AT A DISTANCE OF 333.11 FEET A 1/2-INCH IRON ROD WITH "ILLEGIBLE" CAP FOUND FOR A COMMON CORNER OF SAID LOT 11A AND LOT 11B, AND CONTINUING FOR A TOTAL DISTANCE OF 541.98 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 11B AND LOT 10 OF RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 15 MINUTES 08 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 10, A DISTANCE OF 541.98 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 10 AND LOT 9 OF SAID RIADA SUBDIVISION, VOLUME 5, PAGE 242;

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID LOT 9, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 43 DEGREES 14 MINUTES 44 SECONDS EAST, A DISTANCE OF 518.77 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID LOT 9, AND
2) NORTH 45 DEGREES 46 MINUTES 33 SECONDS WEST, A DISTANCE OF 420.34 FEET TO A 5/8-INCH IRON ROD FOUND ON THE SOUTHEASTERLY LINE OF RIADA DRIVE, FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND SAID LOT 9;

THENCE NORTH 45 DEGREES 23 MINUTES 38 SECONDS EAST, WITH THE COMMON LINE OF SAID RIADA DRIVE AND SAID 90.871 ACRE TRACT, A DISTANCE OF 1,067.37 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND LOT 1B, ROVERS RETREAT, VOLUME 9, PAGE 235;

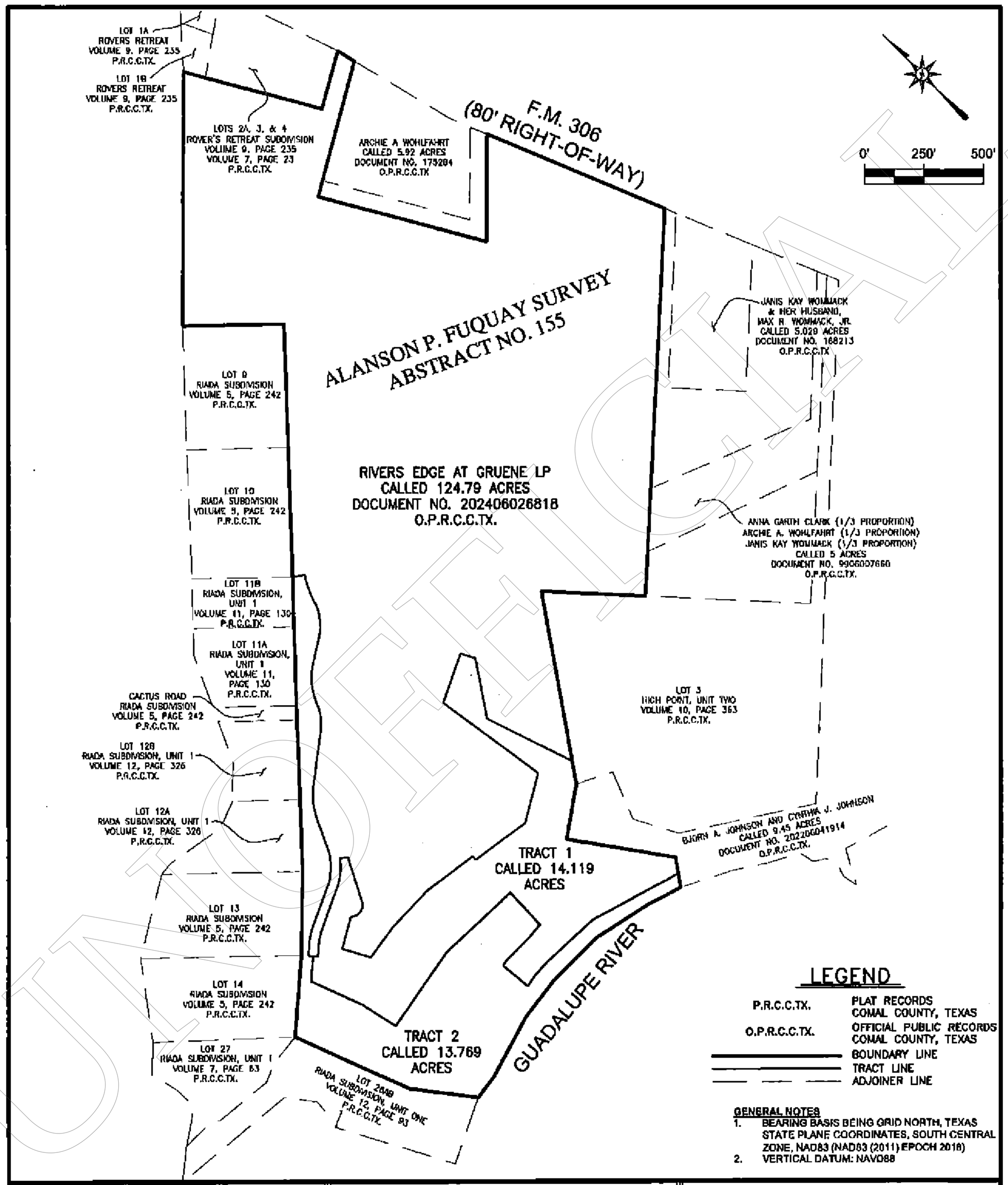
THENCE SOUTH 29 DEGREES 27 MINUTES 16 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 1B, A DISTANCE OF 95.03 FEET TO A 3/4-INCH IRON ROD FOUND ON AN EASTERLY LINE OF SAID 90.871 ACRE TRACT, FOR A
COMMON CORNER OF SAID LOT 1B AND LOT 2A OF SAID ROVER'S RETREAT SUBDIVISION, VOLUME 7, PAGE 23;

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT, SAID LOT 2A, LOT 3, AND LOT 4 OF SAID ROVER'S RETREAT SUBDIVISION, VOLUME 7, PAGE 23, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 29 DEGREES 52 MINUTES 17 SECONDS EAST, A DISTANCE OF 171.30 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE COMMON CORNER OF SAID LOT 2A AND SAID LOT 3,
2) SOUTH 29 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 329.83 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND FOR THE SOUTH CORNER OF SAID LOT 4, AND
3) NORTH 60 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 253.36 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 124.79 ACRES OF LAND, MORE OR LESS.

Received
Brandon Mark Olvera
09/05/2025 9:29:33 AM

EXHIBIT B



PAGE 1 OF 1	DATE:	7/30/2025	EXHIBIT "A" 124.79 ACRES PARTITION EXHIBIT ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155 COMAL COUNTY, TEXAS
	DRWN BY:	JBC	
	CHKD BY:	DET	
	PROJ NO.	LJAS4636-2402	

LJA Surveying, Inc.
7500 Rialto Blvd, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194382

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Received
Brandon Mark Olvera
09/05/2025 9:29:33 AM

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 1

BEING A 14.119 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX); SAID 14.119 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND (N: 13,819,920.14, E: 2,251,315.50) FOR THE COMMON CORNER OF SAID 124.79 ACRE TRACT AND A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX., FOR THE MOST SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT, A DISTANCE OF 69.37 FEET TO A CALCULATED POINT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING FORTY-TWO (42) COURSES AND DISTANCES:

1) NORTH 73 DEGREES 12 MINUTES 23 SECONDS WEST, A DISTANCE OF 407.54 FEET TO A CALCULATED POINT,
2) NORTH 87 DEGREES 30 MINUTES 39 SECONDS WEST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,
3) NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,
4) SOUTH 86 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 82.35 FEET TO A CALCULATED POINT,
5) SOUTH 79 DEGREES 38 MINUTES 52 SECONDS WEST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,
6) NORTH 04 DEGREES 46 MINUTES 46 SECONDS WEST, A DISTANCE OF 134.79 FEET TO A CALCULATED POINT,
7) NORTH 78 DEGREES 18 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,
8) SOUTH 89 DEGREES 54 MINUTES 02 SECONDS EAST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,
9) NORTH 85 DEGREES 31 MINUTES 48 SECONDS EAST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,
10) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 383.94 FEET TO A CALCULATED POINT,
11) NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,
12) SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
13) SOUTH 82 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
14) SOUTH 79 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,
15) NORTH 11 DEGREES 26 MINUTES 30 SECONDS WEST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,
16) NORTH 13 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
17) NORTH 18 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
18) NORTH 20 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 233.95 FEET TO A CALCULATED POINT,
19) NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 106.58 FEET TO A CALCULATED POINT,
20) SOUTH 40 DEGREES 39 MINUTES 04 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
21) NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 51.30 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
22) WITH SAID CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 62.59, A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 15 DEGREES 35 MINUTES 27 SECONDS, AND A CHORD BEARING NORTH 57 DEGREES 17 MINUTES 42 SECONDS EAST, A DISTANCE OF 62.39 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
23) NORTH 65 DEGREES 05 MINUTES 26 SECONDS EAST, A DISTANCE OF 179.37 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
24) WITH SAID CURVE TO THE LEFT, WITH AN ARC LENGTH OF 130.91, A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 27 DEGREES 46 MINUTES 48 SECONDS, AND A CHORD BEARING NORTH 51 DEGREES 12 MINUTES 03 SECONDS EAST, A DISTANCE OF 129.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
25) SOUTH 52 DEGREES 41 MINUTES 20 SECONDS EAST, A DISTANCE OF 22.10 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
26) WITH SAID CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 20.86, A RADIUS OF 12.63 FEET, A DELTA ANGLE OF 94 DEGREES 48 MINUTES 54 SECONDS, AND A CHORD BEARING SOUTH 19 DEGREES 27 MINUTES 57 SECONDS EAST, A DISTANCE OF 18.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
27) SOUTH 27 DEGREES 56 MINUTES 30 SECONDS WEST, A DISTANCE OF 193.23 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
28) WITH SAID CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 81.93, A RADIUS OF 56.32 FEET, A DELTA ANGLE OF 83 DEGREES 21 MINUTES 03 SECONDS, AND A CHORD BEARING SOUTH 85 DEGREES 36 MINUTES 03 SECONDS WEST, A DISTANCE OF 74.89 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
29) SOUTH 60 DEGREES 05 MINUTES 33 SECONDS WEST, A DISTANCE OF 137.42 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
30) SOUTH 27 DEGREES 58 MINUTES 08 SECONDS EAST, A DISTANCE OF 125.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
31) NORTH 80 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
32) NORTH 88 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 203.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
33) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 241.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
34) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.11 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
35) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 187.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
36) SOUTH 81 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 70.69 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
37) NORTH 59 DEGREES 55 MINUTES 51 SECONDS EAST, A DISTANCE OF 214.94 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
38) NORTH 08 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 495.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
39) NORTH 64 DEGREES 15 MINUTES 17 SECONDS EAST, A DISTANCE OF 218.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
40) SOUTH 28 DEGREES 25 MINUTES 06 SECONDS EAST, A DISTANCE OF 66.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
41) SOUTH 34 DEGREES 21 MINUTES 02 SECONDS WEST, A DISTANCE OF 260.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
42) SOUTH 18 DEGREES 27 MINUTES 56 SECONDS EAST, A DISTANCE OF 401.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND LOT 3, OF THE HIGH POINT, UNIT TWO, A SUBDIVISION OF RECORD IN COMAL COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 363 OF THE PLAT RECORDS COMAL COUNTY, TEXAS (P.R.C.C.TX.);

THENCE SOUTH 34 DEGREES 55 MINUTES 52 SECONDS WEST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 3, A DISTANCE OF 98.05 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE COMMON CORNER OF SAID LOT 3 AND SAID 9.45 ACRE TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.91 FEET TO A 5/8-INCH IRON PIPE FOUND, AND
2) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 463.39 FEET TO THE POINT OF BEGINNING AND CONTAINING 14.119 ACRES OF LAND, MORE OR LESS;

UNOFFICIAL DOCUMENT

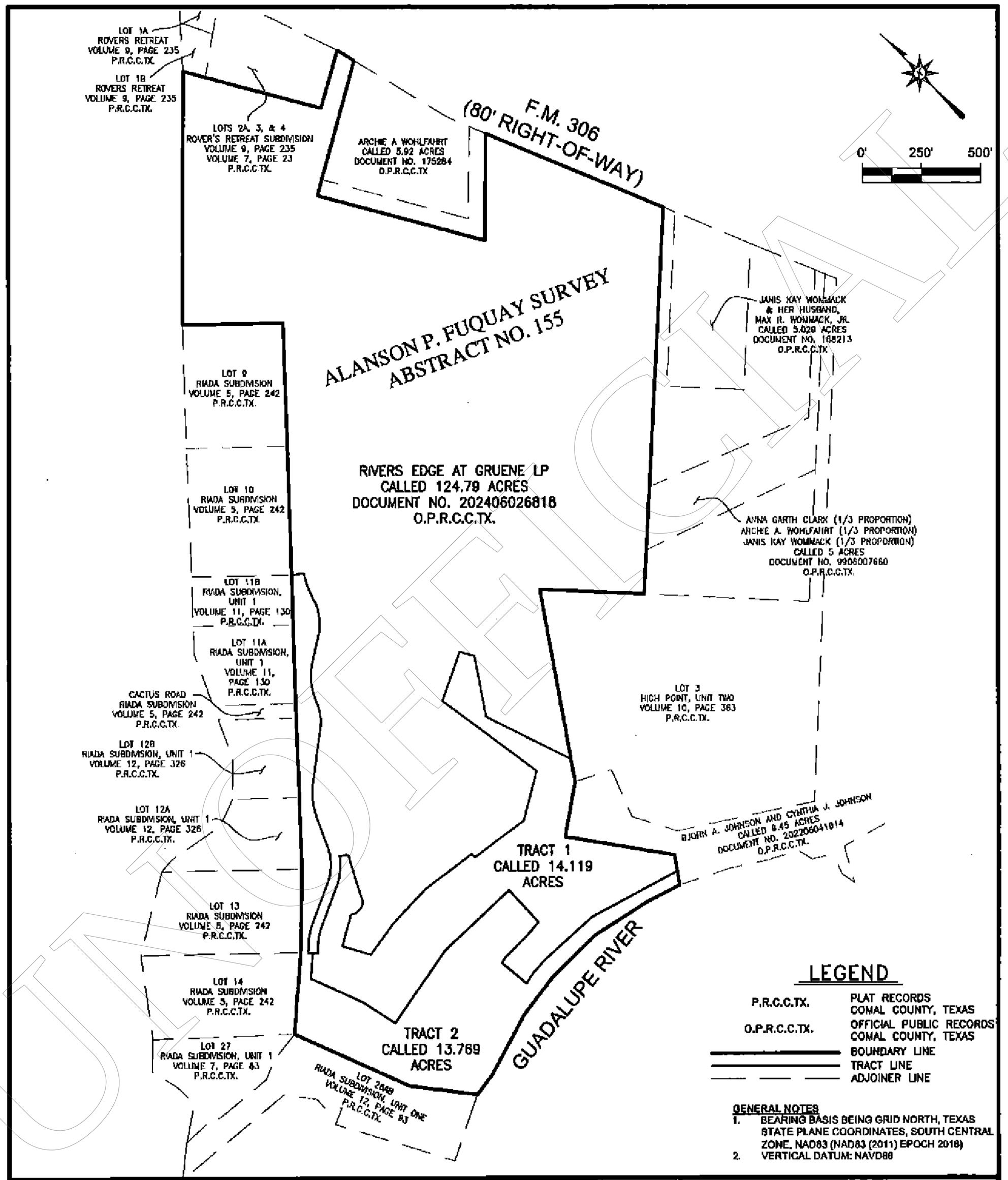
DATE:	07/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE
MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194392

Received
Brandon Mark Olvera
09/05/2025 9:29:33 AM

EXHIBIT C



LEGEND

P.R.C.C.TX.	PLAT RECORDS COMAL COUNTY, TEXAS
O.P.R.C.C.TX.	OFFICIAL PUBLIC RECORDS COMAL COUNTY, TEXAS
	BOUNDARY LINE
	TRACT LINE
	ADJOINER LINE

GENERAL NOTES

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2018)
2. VERTICAL DATUM: NAVD88

PAGE 1 OF 1	DATE:	7/30/2025
	DRWN BY:	JBC
	CHKD BY:	DET
	PROJ NO.	LJAS4636-2402

EXHIBIT "A"
124.79 ACRES
PARTITION EXHIBIT
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd, Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194382

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Received
Brandon Mark Olvera
09/05/2025 9:29:33 AM

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 2

BEING A 13.769 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX), SAID 13.769 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,830,521.91, E: 2,249,556.40) FOR THE COMMON CORNER OF SAID 124.79 ACRE TRACT, LOT 26AB IN THE RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 91, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), LOT 27 IN THE RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 63, P.R.C.C.TX., AND LOT 14 IN THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT, LOTS 14, 13, AND CACTUS ROAD OF SAID RIADA SUBDIVISION, LOTS 12A, 12B, 11A, AND 11B OF THE RIADA SUBDIVISION, UNIT 1 , A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 326 AND VOLUME 11, PAGE 130, P.R.C.C.TX, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 258.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
2) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 88.38 FEET, A RADIUS OF 7,920.84 FEET, A DELTA ANGLE 00 DEGREES 38 MINUTES 19 SECONDS, AND A CHORD THAT BEARS NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 88.38 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 14 AND SAID LOT 13,
3) NORTH 45 DEGREES 33 MINUTES 06 SECONDS EAST, A DISTANCE OF 350.90 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 13 AND SAID LOT 12A,
4) NORTH 43 DEGREES 05 MINUTES 24 SECONDS EAST, PASSING AT A DISTANCE OF 300.41 FEET TO A RAILROAD SPIKE FOUND FOR THE COMMON CORNER OF SAID LOT 12A AND LOT 12B, CONTINUING FOR A TOTAL DISTANCE OF 635.98 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 12B AND SAID CACTUS ROAD,
5) NORTH 41 DEGREES 15 MINUTES 14 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A CALCULATED POINT, FOR THE COMMON CORNER OF SAID CACTUS ROAD AND SAID LOT 11A, AND
6) NORTH 43 DEGREES 27 MINUTES 41 SECONDS EAST, PASSING AT A DISTANCE OF 333.10 FEET TO A 1/2-INCH IRON ROD WITH CAP (ILLEGIBLE) FOUND FOR THE COMMON CORNER OF SAID LOT 11A AND SAID LOT 11B, CONTINUING FOR A TOTAL DISTANCE OF 541.91 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 11B AND LOT 10 OF SAID RIADA SUBDIVISION, FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING THIRTY-FIVE (35) COURSES AND DISTANCES:

1) SOUTH 54 DEGREES 32 MINUTES 57 SECONDS EAST, A DISTANCE OF 50.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
2) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 73.36 FEET, A RADIUS OF 282.50 FEET, A DELTA ANGLE 14 DEGREES 52 MINUTES 41 SECONDS, AND A CHORD THAT BEARS SOUTH 28 DEGREES 00 MINUTES 42 SECONDS WEST, A DISTANCE OF 73.15 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
3) SOUTH 20 DEGREES 34 MINUTES 21 SECONDS WEST, A DISTANCE OF 55.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
4) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 147.79 FEET, A RADIUS OF 230.00 FEET, A DELTA ANGLE 36 DEGREES 49 MINUTES 02 SECONDS, AND A CHORD THAT BEARS SOUTH 38 DEGREES 58 MINUTES 52 SECONDS WEST, A DISTANCE OF 145.26 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) SOUTH 57 DEGREES 23 MINUTES 24 SECONDS WEST, A DISTANCE OF 114.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
6) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 149.89 FEET, A RADIUS OF 270.00 FEET, A DELTA ANGLE 31 DEGREES 48 MINUTES 26 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 29 MINUTES 11 SECONDS WEST, A DISTANCE OF 147.97 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) SOUTH 25 DEGREES 34 MINUTES 57 SECONDS WEST, A DISTANCE OF 30.32 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
8) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 108.03 FEET, A RADIUS OF 230.00 FEET, A DELTA ANGLE 26 DEGREES 54 MINUTES 43 SECONDS, AND A CHORD THAT BEARS SOUTH 39 DEGREES 02 MINUTES 18 SECONDS WEST, A DISTANCE OF 107.04 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
9) SOUTH 52 DEGREES 29 MINUTES 40 SECONDS WEST, A DISTANCE OF 137.53 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
10) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 127.18 FEET, A RADIUS OF 270.00 FEET, A DELTA ANGLE 26 DEGREES 59 MINUTES 16 SECONDS, AND A CHORD THAT BEARS SOUTH 39 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 126.00 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
11) SOUTH 25 DEGREES 30 MINUTES 25 SECONDS WEST, A DISTANCE OF 139.58 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
12) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 158.90 FEET, A RADIUS OF 230.00 FEET, A DELTA ANGLE 39 DEGREES 35 MINUTES 01 SECONDS, AND A CHORD THAT BEARS SOUTH 45 DEGREES 17 MINUTES 55 SECONDS WEST, A DISTANCE OF 155.76 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
13) SOUTH 65 DEGREES 05 MINUTES 26 SECONDS WEST, A DISTANCE OF 179.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
14) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 73.47 FEET, A RADIUS OF 270.00 FEET, A DELTA ANGLE 15 DEGREES 35 MINUTES 27 SECONDS, AND A CHORD THAT BEARS SOUTH 57 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 73.24 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
15) SOUTH 49 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 51.94 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
16) SOUTH 40 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A CALCULATED POINT,
17) SOUTH 49 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 106.59 FEET TO A CALCULATED POINT,
18) SOUTH 20 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 239.55 FEET TO A CALCULATED POINT,
19) SOUTH 18 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
20) SOUTH 13 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
21) SOUTH 11 DEGREES 26 MINUTES 10 SECONDS EAST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,
22) NORTH 79 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,
23) NORTH 82 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
24) NORTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
25) SOUTH 87 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,
26) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 883.94 FEET TO A CALCULATED POINT,
27) SOUTH 85 DEGREES 31 MINUTES 44 SECONDS WEST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,
28) NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,
29) SOUTH 78 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,
30) SOUTH 04 DEGREES 46 MINUTES 46 SECONDS EAST, A DISTANCE OF 134.79 FEET TO A CALCULATED POINT,
31) NORTH 79 DEGREES 36 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,
32) NORTH 86 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.35 FEET TO A CALCULATED POINT,
33) SOUTH 84 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,
34) SOUTH 87 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 148.46 FEET TO A CALCULATED POINT, AND
35) SOUTH 73 DEGREES 13 MINUTES 23 SECONDS EAST, A DISTANCE OF 407.54 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID 124.79 ACRE TRACT AND THE WEST LINE OF A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT, A DISTANCE OF 38.83 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE NORTH BANK OF THE GUADALUPE RIVER, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE NORTH BANK OF THE GUADALUPE RIVER, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 239.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
3) SOUTH 89 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 199.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) SOUTH 89 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 51.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) SOUTH 82 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 89.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) SOUTH 81 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 103.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
8) SOUTH 81 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR A COMMON CORNER OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 28 SECONDS WEST, A DISTANCE OF 288.51 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
2) NORTH 20 DEGREES 26 MINUTES 39 SECONDS WEST, A DISTANCE OF 529.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.769 ACRES OF LAND, MORE OR LESS;

PAGE 11 OF 11	DATE:	07/24/25	RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS MASTER UNIT 1 AND MASTER UNIT 2 IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155 COMAL COUNTY, TEXAS
	DRWN BY:	JBC	
	CHKD BY:	DT	
	PROJ NO.	LJA54636-2402	

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

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AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
600 W. 5TH STREET, SUITE 900
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

DECLARATION OF CONDOMINIUM REGIME FOR RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

(A Master Condominium in Comal County, Texas)

Note: *This declaration establishes master condominium units. Master condominium units are subject to further re-subdivision into sub-units by the recordation of a subordinate condominium declaration which is subordinate to this declaration. An owner who acquires a sub-unit will be subject to the terms and conditions of this declaration and the terms and conditions of the subordinate declaration (if any) establishing such owner's sub-unit.*

Declarant: RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership

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DECLARATION OF CONDOMINIUM REGIME FOR RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership("**Declarant**"), is the owner of that certain tract of land in Comal County, Texas, as more particularly described in Exhibit A attached hereto and incorporated herein (the "**Land**"). The Land is hereby submitted to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating River's Edge at Gruene Master Condominiums.

NOW, THEREFORE, it is hereby declared that the Land, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the "**Property**"), will be held, sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, which will run with the Land and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and will inure to the benefit of each owner thereof.

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

1.1. "**Act**" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2. "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.3. "**Assessment**" means any charge levied against a Master Unit or Owner pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments as defined in *Article 6* of this Declaration.

1.4. "**Association**" means River's Edge at Gruene Master Condominium Association, Inc., a Texas non-profit corporation, the Members of which shall be the Owners. The term "Association" will have the same meaning as the term "property owners' association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate

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charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from the Documents and the Act.

1.5. "**Board**" means the Board of Directors of the Association.

1.6. "**Bylaws**" mean the bylaws of the Association, as they may be amended from time to time by a Majority of the Board.

1.7. "**Certificate**" means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

1.8. "**Common Element**s" means all portions of the Property, **SAVE AND EXCEPT** the Master Units. Common Elements include General Common Elements and Limited Common Elements.

1.9. "**Common Expenses**" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the operation, maintenance, repair and replacement of Common Elements, replacement reserves for Common Elements and property owned by the Association, reserves for the operation of the Association, the management, administration and operation of the Association, the administration and enforcement of the Documents, and for any expense reasonably related to the purposes for which the Association was formed.

1.10. "**Community Manual**" means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual may include the Bylaws and Rules and policies governing the Association. The Community Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period, any amendment to the Community Manual must be approved in advance and in writing by the Declarant.

1.11. "**Declarant**" means **RIVER'S EDGE AT GRUENE, LP,** a Texas limited partnership. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit the participation, in whole, in part, exclusively, or non-exclusively, by any other Person in any of its privileges, exemptions, rights and duties under this Declaration.

1.12. "**Declarant Control Period**" means that period of time during which Declarant controls the operation and management of the Association. The duration of the Declarant Control Period is from the date this Declaration is recorded for a maximum period not to exceed one hundred and twenty (120) days after title to seventy-five percent (75%) of the maximum number of Master Units that may be created have been conveyed to Owners other than Declarant.

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1.13. "**Declaration**" means this document, as it may be amended from time to time.

1.14. "**Development Period**" means the thirty (30) year period beginning on the date this Declaration is Recorded, during which Declarant has reserved certain rights as more particularly described in this Declaration, including rights related to development, construction, expansion, and marketing of the Property. The Development Period is for a term of years and does not require that Declarant own any portion of the Property. Declarant may terminate the Development Period by Recording a notice of termination executed by the Declarant. During the Development Period, Declarant hereby reserves the following rights with respect to the Property: (i) to construct, or cause to be constructed, Improvements within the Master Units and/or upon the Regime; (ii) to complete all Improvements indicated on the Plat and Plans; (iii) to exercise any development right as defined in Section 82.003(12) of the Act; (iv) to make the Regime part of a larger condominium or planned community; (v) to maintain sales, management, and leasing offices, signs advertising the Regime, and models on the Property; (vi) to use easements through the Common Elements for the purpose of making Improvements within the Regime; (vii) to appoint and remove all officers and Board members during the Declarant Control Period as more particularly described in *Section 10.3* of this Declaration; (viii) to annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by Recording a declaration of annexation, executed by Declarant, in the Official Public Records of Comal County, Texas; and (ix) to subdivide a Master Unit into Sub-Units in accordance with *Article 3* provided that Declarant is the Owner of the Master Unit. In addition to the foregoing rights, Declarant has reserved other rights as set forth in this Declaration, some of which may be exercised during and after expiration or termination of the Development Period.

1.15. "**Documents**" mean, individually or collectively as the case may be, this Declaration, the Plat and Plans, the Certificate, Bylaws, and the Rules, if any, as each may be amended from time to time. An attachment, appendix, exhibit, schedule, or certification accompanying a Document is a part of that Document.

1.16. "**General Common Elements**" mean Common Elements which are not Limited Common Elements.

1.17. "**Improvement**" means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature.

1.18. "**Land**" means that certain tract of land in Comal County, Texas as more particularly described in Exhibit A.

1.19. "**Limited Common Elements**", if any, mean those portions of the Common Elements reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are allocated pursuant to this Declaration or shown on the Plat and Plans.

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1.20. "**Majority**" means more than half.

1.21. "**Master Association**" means River's Edge at Gruene Master Community Association, Inc., a Texas non-profit corporation.

1.22. "**Master Covenant**" means that certain River's Edge at Gruene Master Covenant [Mixed-Use], recorded as Document No. 202506009508 in the Official Public Records of Comal County, Texas, as may be amended from time to time.

1.23. "**Master Documents**" means, singularly or collectively, as the case may be, that certain Master Covenant, any notice of applicability pertaining to all or a portion of the Regime, including without limitation, the Notice of Applicability, the Certificate of Formation of the Master Association, the Bylaws of the Master Association, the Community Manual (as defined in the Master Covenant), and any supplements thereto, any rules and regulations of the Master Association adopted in accordance with the Master Covenant or Bylaws of the Master Association, and any and all other Documents, as such may be defined in the Master Covenant.

1.24. "**Master Unit**" means the physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans and as further described in *Section 5.2* of this Declaration, including any Improvements within such boundaries and any Improvements outside such boundaries, to the extent that the Improvements outside such boundaries exclusively serve a Master Unit. The Regime initially includes two (2) Master Units including Master Unit 1 ("**MU1**") and Master Unit 2 ("**MU2**").

1.25. "**Member**" means a member of the Association, unless the context indicates a member of the Board or a member of a committee of the Association. If a Master Unit is submitted to a Sub-Declaration, then the term "Member" will, <u>for the Master Unit(s) encumbered by the Sub-Declaration</u>, refer to the Sub-Association established pursuant to the Sub-Declaration (acting through the board of directors of such Sub-Association). The term "Member" as used in this Master Declaration shall under no circumstances refer to the Owner of a Sub-Unit created out of a Master Unit.

1.26. "**Mortgagee**" means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Master Unit or Sub-Unit.

1.27. "**Occupant**" means any Person, including any Owner, Sub-Unit Owner, tenant or other Person having a right to occupy or use all or any portion of a Master Unit for any period of time.

1.28. "**Owner**" means a holder of Recorded fee simple title to a Master Unit. Declarant is the initial Owner of all Master Units. Mortgagees who acquire title to a Master Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons having ownership interests merely as security for the performance of an obligation are not

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Owners. Every Owner is a Member of the Association. If a Master Unit is submitted to a Sub-Declaration, then only for purposes of voting and representation in the Association, the term "Owner" shall for that Master Unit, or any Sub-Unit created therefrom, refer to the Sub-Association established pursuant to such Sub-Declaration (acting through the board of directors of such Sub-Association).

1.29. "**Permittee**" means any Occupant and any officer, agent, employee, licensee, lessee, customer, vendor, supplier, guest, invitee or contractor of the Association, an Owner, or Declarant.

1.30. "**Person**" means any individual or entity having the legal right to hold title to real property.

1.31. "**Plat and Plans**" means the Plat and Plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration or the Act.

1.32. "**Property**" means the Land, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Master Unit, Sub-Unit and Common Elements thereon or therein.

1.33. "**Record**", "**Recordation**", "**Recorded**" or "**Recording**" means recorded or to be recorded, respectively, in the Official Public Records of Comal County, Texas.

1.34. "**Regime**" means the Property, Master Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

1.35. "**Rules**" means the rules and regulations of the Association adopted in accordance with the Documents or the Act.

1.36. "**Sub-Association**" means a condominium association created and authorized to act on behalf of individual owners of a Sub-Condominium. The term "Sub-Association" will have the same meaning as the term "property owners' association" in Section 202.001(2) of the Texas Property Code. The failure of the Sub-Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Sub-Association, which derives its authority from the applicable Sub-Declaration, the Sub-Association's certification of formation and bylaws, and the Act.

1.37. "**Sub-Condominium**" means a separate condominium created by the submission of one or more Master Units to the terms and provisions of a Sub-Declaration.

1.38. "**Sub-Declarant**" means the named "declarant" in a Sub-Declaration.

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1.39. "**Sub-Declaration**" means an independent declaration of condominium regime Recorded to create a Sub-Condominium from one or more Master Units. Notwithstanding the foregoing, the Recording of a Sub-Declaration will not constitute a subdivision of the Property for zoning or regulatory purposes.

1.40. "**Sub-Unit**" means a condominium unit created out of a portion of a Master Unit pursuant to the terms and provisions of a Sub-Declaration. A Sub-Unit may, but need not, be created out of a Master Unit when submitted to a Sub-Declaration, *i.e.*, a Master Unit may be submitted to a Sub-Declaration without any further subdivision thereunder.

1.41. "**Sub-Unit Owner**" means a holder of Recorded fee simple title to a Sub-Unit. Mortgagees who acquire title to a Sub-Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Sub-Unit Owners. Persons having ownership interests merely as security for the performance of an obligation are not Sub-Unit Owners. Every Sub-Unit Owner is a member of the Sub-Association created under the Sub-Declaration establishing such Sub-Unit.

1.42. "**Underwriting Lender**" means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Loan Mortgage Corporation (Freddie Mac), or Federal National Mortgage Association (Fannie Mae), singly or collectively. The use of this term and these institutions may not be construed as a limitation on an Owner's financing options or as a representation that the Property is approved by any institution.

1.43. "**Wastewater System(s)**" means the private wastewater system(s), as depicted on the Plat and Plans, that provide wastewater service to each Master Unit. Each Master Unit will be served by a separate Wastewater System. Notwithstanding the foregoing, in the event the Master Unit is submitted to a Sub-Declaration, the tank, grinder pump and controls that exclusively serve a Sub-Unit are considered part of such Sub-Unit.

ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. **Subject To Documents; Additional Restrictions**. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including rights reserved by the Declarant under this Declaration, which run with the Property, bind all parties having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns.

2.2. **Additional Property**. Additional real property may be made subject to this Declaration upon the approval of Owners representing at least ninety percent (90%) of the total votes in the Association, except that during the Development Period, Declarant may make

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additional property subject to the terms and provisions of the Declaration without the consent of the Owners or the Association. Annexation of additional property is accomplished by executing and Recording a declaration of annexation which includes a description of the additional real property and such other information as may be required by the Act.

2.3. Recorded Easements and Licenses. In addition to the terms, covenants, conditions, restrictions, liens and easements contained in this Declaration, the Property is subject to all easements, licenses, leases, and encumbrances, including those described on Attachment 2, and any shown or referenced on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by such easements, licenses, leases, and encumbrances.

2.4. Common Elements. The Common Elements of the Property, which may be comprised of General Common Elements and Limited Common Elements, consist of all of the Property, **SAVE AND EXCEPT** the Master Units, and expressly include the land underlying the Master Units.

ARTICLE 3
SUBDIVISION OF MASTER UNITS; CREATION AND ADMINISTRATION OF SUB-CONDOMINIUMS

3.1. Inseparability of Master Units; No Partition. Except for: (i) the creation of one or more Sub-Units as permitted pursuant to this Declaration; (ii) the granting of easements over and across portions of the Property in accordance with the terms and provisions of the Documents; (iii) the leasing of all or any portion of a Master Unit in accordance with the terms and provisions of this Declaration; (iv) the subdivision of Master Units by the Declarant; and (v) as otherwise permitted pursuant to this Declaration or Applicable Law, each Master Unit will be inseparable, and will be held, transferred, sold, conveyed, leased, occupied, used, insured and encumbered only as an entirety. Unless otherwise permitted by this *Section 3.1*, in no event will a Master Unit be subject to physical partition, and no Owner will bring or be entitled to maintain an action for the partition or division of a Master Unit or Common Elements. Any purported conveyance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Master Unit to which such Common Elements are allocated is void *ab initio*, with the exception of the conveyance of any Sub-Unit in a Sub-Condominium in accordance with the terms and provisions of the Sub-Declaration establishing the Sub-Unit.

3.2. Sub-Condominiums. During the Development Period, only Declarant, or any express assignee of Declarant's rights under this *Section 3.2*, provided that such assignment is executed by the Declarant and Declarant's assignee and Recorded, will have the option and ability, by executing and recording a Sub-Declaration which encumbers one or more Master Units, and only with the prior written consent of the Owner of such Master Unit(s) (if other than Declarant), to create a Sub-Condominium that includes one or more Master Units. The creation

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of any Sub-Condominium will not modify any obligations, limitations, rights, benefits or burdens established in this Declaration, except as set forth in *Section 3.3* below.

3.3. Obligations under Sub-Declaration.

3.3.1. Apportionment. Upon the Recording of a Sub-Declaration and the creation of Sub-Units thereunder, any and all obligations (including the obligation to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Declaration that are attributable to ownership of the Master Unit(s) described in the Sub-Declaration, will automatically be allocated among the Sub-Units and/or the Sub-Association established by the Sub-Declaration. The rights and obligations allocated among Sub-Units and/or the Sub-Association will be determined based on the applicable Sub-Declaration, but in any event all rights and obligations allocated to the Master Unit will be apportioned to each Sub-Unit and/or the Sub-Association (as applicable) created by the Sub-Declaration. Rights or obligations allocated to Sub-Units will be based on one or more formulas set forth in the Sub-Declaration creating such Sub-Units (as determined by the Sub-Declarant in its sole and absolute discretion). Each formula used to allocate rights and obligations to Sub-Units must utilize objective criteria, *e.g.*, number of Sub-Units, square footage of Sub-Units, appraised value of Sub-Units, etc.

3.3.2. Master Unit Owner Obligations. If a Master Unit is submitted to the terms and provisions of a Sub-Declaration, the Master Unit will be relieved and released of all rights and obligations assigned to such Master Unit under this Declaration. Each Sub-Declaration which establishes Sub-Units thereunder must include the following provision:

> "Upon the Recording of this [Sub-Declaration], all liabilities, costs, expenses (including Common Expenses), charges and assessments under the Master Declaration attributable to ownership of the [Master Unit] encumbered by this Sub-Declaration are hereby assigned and allocated to each [Sub-Unit] in accordance with the allocations and assignments set forth in this [Sub-Declaration]. The Owner of each [Sub-Unit] is obligated only for its proportionate share of such liabilities, costs, expenses (common or otherwise), charges and assessment as set forth in this Sub-Declaration. EACH OWNER OF A [SUB-UNIT] AGREES TO INDEMNIFY AND HOLD HARMLESS THE [SUB-UNIT DECLARANT] FROM SUCH OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES AND ASSESSMENTS ALLOCATED TO SUCH OWNER'S [SUB-UNIT] UNDER THE TERMS AND PROVISIONS OF [THIS SUB-DECLARATION]. This provision does not act to assign any rights retained by the "Declarant" as such term is defined in the Master Declaration or this [Sub-Declaration]."

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3.3.3. Assessments. As to all Assessments levied by the Association pursuant to this Declaration, unless the Association elects otherwise (which election may be made at any time on fifteen (15) days advance written notice), each Sub-Association shall collect from each owner of a Sub-Unit under the jurisdiction of such Sub-Association, the allocated share of Assessments attributable to such Sub-Unit. All Assessments collected by a Sub-Association shall be promptly remitted to the Association, and in any event remitted to the Association on or before the due date for such Assessments established by the Board. After the Association has provided fifteen (15) days' notice to the Sub-Association, the Association may collect Assessments allocated to the Sub-Unit and enforce its lien against such Sub-Unit without the joinder of the Sub-Association.

3.4. Substantial Compliance with the Act. Each Owner, on behalf of itself and its successors and assigns in title, acknowledges and agrees that the Documents Recorded pursuant to the Act comply with the requirements of the Act and covenants and agrees not to file any lawsuit, arbitration or other legal proceeding challenging the Documents on the grounds that they do not strictly comply with the requirements of the Act.

ARTICLE 4
EASEMENTS

4.1. Common Element Easement. Subject to the provisions of the Documents, each Owner is granted a perpetual and non-exclusive easement of access, ingress, egress, use and enjoyment of, in and to the General Common Elements, such easements being appurtenant to each Master Unit. Declarant hereby reserves for itself, its successors and assigns, a perpetual, non-exclusive easement for access over, across, through and under any road or drive on the Property. Declarant may, assign, in whole or in part, its rights in this easement to any person or entity and may permit the participation, in whole in part, exclusively, or non-exclusively, by any other person or entity in its rights hereunder.

4.2. Association's Access Easement. Declarant hereby declares, grants, creates, imposes and establishes for the benefit of the Association an easement of access and entry over, across, under, and through the Property, including without limitation, the Master Maintained Areas, all Common Elements and each Master Unit and all Improvements thereon to the extent necessary or required for the following purposes:

(a) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or pursuant to Applicable Law.

(b) To perform inspections and/or maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such inspections or maintenance.

(c) To enforce the Documents.

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(d) To exercise self-help remedies permitted by the Documents or pursuant to Applicable Law.

(e) To respond to emergencies.

(f) To perform any and all functions or duties of the Association as permitted or required to be performed by the Association by the Documents or pursuant to Applicable Law.

In exercising the easement reserved herein, in no event will the Association be liable to any Owner for trespass.

4.3. Easement of Cooperative Support. Each Owner of a Master Unit is granted an easement of cooperative support over each adjoining Master Unit and Common Element as needed for the common benefit of the Master Units that share any aspect of the Regime that requires cooperation.

4.4. Utility Easement. Declarant during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Property for utilities, and other purposes reasonably necessary for the proper operation of the Regime or the use, operation or development of other property not otherwise subject to the terms and provisions of this Declaration. Declarant, during the Development Period, and the Association thereafter, may grant easements over and across the Master Units to the extent necessary or required to provide utilities to Master Units; provided, however, that such easements will not unreasonably interfere with the residential use of any Master Unit. Such easements may include, without limitation, easements granted to one or more companies or entities, public or private, furnishing utility service to the Property as may be necessary to provide utilities to the Property. Utilities may include, but are not limited to, water, sewer, trash removal, electricity, gas, telephone and security.

4.5. Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and its Permittees, the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including all Improvements within the Common Elements, the Master Units and any Sub-Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. Declarant or any party exercising the rights reserved hereunder will promptly repair, at its sole expense, any damage resulting from the exercise of the easement rights reserved hereunder. This Section may not be construed to create a duty of inspection or repair for Declarant or any third party. In support of this reservation, each Owner, by accepting an interest in or title to a Master Unit or Sub-Unit, hereby grants to Declarant and its Permittees an easement of access and entry over, across, under, and through the Owner's Master Unit and/or Sub-Unit for the purposes set forth in this Section.

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ARTICLE 5
MASTER UNITS; COMMON ELEMENTS AND ALLOCATIONS

5.1. Initial Submitted Master Units; Maximum Number of Master Units; and Additional Master Units. The Regime initially consists of two (2) Master Units, consisting of MU1 and MU2. During the Development Period, Declarant hereby reserves the right to create additional Master Units through the subdivision of the existing Master Units initially subjected to this Declaration or the addition of land to the Property. The maximum number of Master Units which may be created by the Declarant is three (3). To subdivide or create a Master Unit, Declarant during the Development Period may from time to time execute and Record an amendment to this Declaration creating additional Master Units. An amendment creating additional Master Units will: (i) assign an identifying number to each new Master Unit; (ii) reallocate the Common Interest Allocation, and percentage of liability for Common Expenses to each new Master Unit using the formulas set forth in this Declaration for such allocations; (iii) describe any Limited Common Elements designated to each new Master Unit; and (iv) include the information required by Section 82.055 and Section 82.059(b) of the Act, as applicable. In the event that Declarant is not the Owner of a Master Unit to be subdivided, then the amendment must also be executed and acknowledged by the Owner of the Master Unit. To add additional property to the Regime, Declarant will Record a declaration of annexation in the Official Public Records of Comal County, Texas, which will include a description of the additional real property. The declaration of annexation may also include a description of the Master Units added to the Regime if the Declarant elects to create Master Units upon Recordation of the declaration of annexation OR Declarant may elect to create additional Master Units or Common Elements on the additional property subsequent to the Recordation of the declaration of annexation. No assurance is given as to the dispersion of new Master Units, total number of new Master Units, or size of such Master Units.

5.2. Master Unit Boundaries. The boundaries and identifying number of each Master Unit are shown on the Plat and Plans attached hereto as Attachment 1. The boundaries of each Master Unit are further described as follows:

5.2.1. Lower Boundary of Master Unit. The horizontal plane parallel to and one-hundred feet (100′) below the finished grade of the land within the Master Unit.

5.2.2. Upper Boundary of Master Unit. The horizontal plane parallel to and two-hundred fifty feet (250′) above the lower boundary of the Master Unit.

5.2.3. Lateral Boundaries of Master Unit. A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Master Unit to the upper boundary of the Master Unit, as more particularly described on Attachment 1.

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5.3. What a Master Unit Includes. Each Master Unit includes the spaces and Improvements within the lower, upper, and lateral boundaries defined in *Section 5.2*. In addition to the Improvements within the Master Unit, each Master Unit also includes Improvements, fixtures, and equipment serving each Master Unit exclusively, whether located within, outside, or below the Master Unit.

5.4. Additional Information to Interpret Master Unit Boundaries. In the event that there is a conflict between the boundaries of a Master Unit as described in this Section and as shown on the Plat and Plans, the Plat and Plans shall control. It is the express intent of the Declarant that the property described as being part of a Master Unit will for all purposes herein be treated as and constitute a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Master Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Master Unit that has not been adequately described shall be severed from the property deemed a part of the Master Unit (if the remainder of the Master Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed to be Limited Common Elements reserved to the exclusive use of said Master Unit, subject to the rights and obligations of other Owners with respect to said property.

5.5. Wastewater System – Notice. For purposes of Chapter 366, Texas Health and Safety Code and 30 Texas Administrative Code Chapter 285, which regulate the sewage systems that will be serving each Master Unit, it is acknowledged that a Master Unit, as described and authorized in this Declaration, is considered a tract for the purposes of determining sewage flow limits. A Master Unit may not be altered such that the sewage flow from that Master Unit exceeds 5,000 gallons per day. Such a change may result in the repeal of the OSSF permit for that Master Unit and require that a wastewater permit is obtained from TCEQ.

5.6. Limited Common Elements. On the date this Declaration was Recorded, no Limited Common Elements have been allocated to Master Units. Limited Common Elements, if any, allocated to a Master Unit include those portions of the Property designated as Limited Common Elements for the benefit of such Master Unit pursuant to the terms and provisions of this Declaration and/or shown on the Plat and Plans.

5.7. Subsequent Allocation of Limited Common Elements. A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only in accordance with the Act or the provisions of this Declaration. During the Development Period, Declarant hereby reserves the right to create and further assign Limited Common Elements within the Regime (provided that no reallocation of Limited Common Element may be made to a Master Unit not owned by the Declarant without consent of the Owner of such Master Unit). Unless prosecuted by Declarant pursuant to this *Section 5.7*, an amendment reallocating Limited Common Elements must be executed by the Owners between or among whose Master Units the reallocation is made and their Mortgagees. An amendment required to be executed by Owners

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will be delivered to the Association which shall Record the amendment at the expense of the reallocating Owners. The Owners executing the amendment will prepare the amendment at their sole cost and expense and will reimburse the Association for its reasonable attorneys' fees in connection with review and Recording of the amendment. No reallocation of Limited Common Elements between or among Owners may be made without the written consent of the Declarant until expiration or termination of the Development Period.

5.8. Common Interest Allocation. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Master Unit is set forth on Attachment 3 and is assigned to each Master Unit in accordance with a ratio of one (1) to the total number of Master Units established by this Declaration. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Master Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the Common Interest Allocation as a result of any increase or decrease in the number of Master Units the reallocation will be effective on the date such amendment is Recorded. As provided in *Section 3.3* above, the Common Interest Allocation assigned to a Master Unit will be re-allocated to Sub-Units in the event a Master Unit is subjected to a Sub-Declaration.

5.9. Common Expense Liabilities. The percentage of liability for Common Expenses assigned to each Master Unit and levied pursuant to *Article 6* is equal to the Common Interest Allocation allocated to the Master Unit pursuant to *Section 5.8*. As provided in *Section 3.3* above, the percentage of liability for Common Expenses assigned to a Master Unit will be re-allocated to Sub-Units in the event a Master Unit is subjected to a Sub-Declaration.

5.10. Votes. The number of votes allocated to each Master Unit is set forth on Attachment 3 to this Declaration. One vote is allocated to each Master Unit. Votes allocated to a Master Unit will be exercised by the Owner or collective Owners of the Master Unit to which the votes have been assigned; provided, however, that if a Master Unit has been submitted to the terms and provisions of a Sub-Declaration, the Sub-Association established pursuant to such Sub-Declaration, acting by and through its Board of Directors, shall be and is hereby authorized to exercise all votes attributable to such Master Unit.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.1. Purpose of Assessments. The Association will use Assessments for the general purposes of preserving and enhancing the Regime, including but not limited to the operation, maintenance, repair and replacement of General Common Elements and other portions of the Property to be maintained by the Association, replacement reserves for General Common Elements and property owned by the Association, reserves for the operation of the Association, the management, administration and operation of the Association, the administration and enforcement of the Documents, and for any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use

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of Assessments is final. In the event Sub-Units are created, each Sub-Unit Owner will be obligated to pay Assessments as set forth herein or otherwise in accordance with the formulas and allocations set forth in the Sub-Declaration which establishes such Sub-Units. Upon the Recording of a Sub-Declaration, for the purposes of Assessments only, the term Master Unit and Master Unit Owner as used in this *Article 6* will be deemed to extend to each Sub-Unit created out of a Master Unit and the owner of such Sub-Unit.

6.2. Personal Obligation. An Owner is obligated to pay Assessments levied by the Association against the Owner or the Owner's Master Unit. As set forth in *Section 3.3*, upon subjecting a Master Unit to a Sub-Declaration, any and all obligations (including the obligations to pay Assessments), liabilities, limitations, and rights, benefits or burdens established in this Declaration and that are attributable to ownership of the Master Unit described in the Sub-Declaration, shall be apportioned among the Sub-Units established by the Sub-Declaration. Subject to the provisions of *Section 6.10*, payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person or entity regarding any matter to which this Declaration pertains. No Owner may exempt himself from his Assessment liability by waiver of the use or enjoyment of the Common Elements, by abandonment of such Owner's Master Unit, or for any other reason. An Owner's obligation is not subject to offset by the Owner, nor is it contingent on the Association's performance of the Association's duties under the Act or the Documents. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Master Unit.

6.3. Types of Assessments Levied by the Association. There are four (4) types of Assessments levied by the Association: Regular Assessments, Special Assessments, Individual Assessments and Deficiency Assessments.

6.4. Declarant Contribution to Assessments. Until the first levy of an Assessment against any Owner, which will be deemed to occur on the first day of the calendar month after the conveyance of the first Master Unit (or Sub-Unit) by the Declarant unless an earlier date is established by the Board, the Declarant will pay all Common Expenses of the Association. After the first levy of Assessments, for each Master Unit owned by Declarant, Declarant is liable for Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding other Assessments, until the earlier to occur of three (3) years from Declarant's first conveyance of a Master Unit or expiration or termination of the Declarant Control Period, Declarant, at Declarant's option, may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Master Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's operational expenses discharged through Regular Assessments as they are paid by the Association and the Regular Assessments received from Owners other than Declarant. The "operational expenses" excludes replacement and operational reserves. On the earlier to occur of three (3) years after the first conveyance of a Master Unit (or Sub-Unit) by the

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Declarant or expiration or termination of the Declarant Control Period, Declarant will pay all Regular Assessments on each Declarant owned Master Unit. Declarant expressly reserves the right upon the conveyance of a Master Unit (or Sub-Unit) from Declarant to any Person, to collect at such closing the prorated amount of any expenses, such as insurance and taxes, that Declarant has prepaid to the Association or directly to others on behalf of the Master Unit (or Sub-Unit) then being conveyed.

6.5. Regular Assessments.

6.5.1. Purpose of Regular Assessments. Regular Assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(a) Operation, maintenance, repair, and replacement, as necessary, of the General Common Elements and Improvements, equipment, signage, and property owned by the Association;

(b) Utilities billed to the Association;

(c) Taxes on property owned by the Association and the Association's income taxes;

(d) Management, legal, accounting, auditing, and professional fees for services to the Association;

(e) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association;

(f) Insurance premiums and deductibles;

(g) Contributions to operational reserves and replacement and repair reserves; and

(h) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which in the opinion of the Board is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

6.5.2. Annual Budget – Regular Assessments. The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The budget will take into account the estimated income and Common Expenses for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to the

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Owner of each Master Unit, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments.

6.5.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget. Each Master Unit will be liable for its allocated share of the annual budget in proportion to the percentage of liability for Common Expenses allocated to each Master Unit in accordance with *Section 5.8*. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners of Master Units will continue to pay the Regular Assessment as last determined by the Board.

6.5.4. Supplemental Increases. If, during the course of a year, the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental increases will be apportioned among the Master Units in the same manner as Regular Assessments.

6.6. Special Assessments. The Board may levy one or more Special Assessments against all Master Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property by the Association must be approved by Owners representing at least a sixty-seven percent (67%) of the votes in the Association. Special Assessments will be apportioned among the Master Units in accordance with *Section 5.8*. Until such time as Declarant no longer owns a Master Unit or a Sub-Unit, and notwithstanding any provision in this *Section 6.6* to the contrary, no Special Assessment may be adopted by the Board unless first approved in writing by the Declarant unless such Special Assessment is for expenses required to be incurred by the Association under the Act.

6.7. Individual Assessments. The Board may levy an Individual Assessment against an Owner of a Master Unit and the Owner's Master Unit. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Master Unit into compliance with the Documents; fines for violations of the Documents; transfer-related fees and resale certificate fees; fees for estoppel letters and copies of the Documents; insurance deductibles; and reimbursement for damage or waste caused by willful or negligent acts of the Owner, Occupant, or their respective Permittees.

6.8. Deficiency Assessments. The Board may levy a Deficiency Assessment against the Master Units for the purpose of defraying, in whole or in part, the cost of maintenance, repair, and replacement, of Common Elements, as necessary, performed by the Association or its

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Permittees if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Master Units in accordance with *Section 5.8*.

6.9. Due Date. Regular Assessments are due annually on January 31st or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received on or before such date. Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Special, Individual, or Deficiency Assessment is given.

6.10. Collection of Assessments from Sub-Unit Owners. Unless otherwise directed in writing by the Association, each Sub-Association will collect Assessments levied pursuant to this Declaration from the Sub-Units and any Master Unit (if such Master Unit has not been subdivided into Sub-Units) under that Sub-Association's jurisdiction. Each Sub-Association shall promptly remit to the Association any and all Assessments so collected. If a Sub-Association fails to timely collect any portion of the Assessments due from the owner of a Sub-Unit and/or Master Unit, then the Association may collect Assessments allocated to the Sub-Unit and enforce its lien against such Sub-Unit and/or Master Unit without the joinder of the Sub-Association.

6.11. Reserve Funds. The Association will establish, maintain, and accumulate reserves for operations and for replacement and repair. The Association will budget for reserves and may fund reserves out of Regular Assessments or Special Assessments.

6.11.1. Operations Reserves. The Association may maintain operational reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or contingencies, including deductibles on insurance policies maintained by the Association.

6.11.2. Replacement & Repair Reserves – Common Elements. The Association will maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements.

6.12. Declarant's Right to Inspect and Correct Accounts. For a period of ten (10) years after expiration or termination of the Declarant Control Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts established during the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to recharacterize an expense or payment to conform to Declarant's obligations under the Documents or Applicable Law. This Section may not be construed to create a duty for Declarant or a right for the Association. In support of this reservation, each Owner, by accepting an interest in or title to a Master Unit, hereby grants to Declarant a right of access to the Association's books and records that is independent of Declarant's rights during the Declarant Control and Development Periods.

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6.13. Association's Right to Borrow Money. The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

6.14. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the usury restrictions imposed by Applicable Law. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of applicable Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6.15. Audited Financial Statements. The Association will have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred and twenty (120) days after the Association's fiscal year-end.

ARTICLE 7
ASSESSMENT LIEN

7.1. Assessment Lien. Each Owner, by accepting an interest in or title to a Master Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Regular Assessments, Special Assessments, Individual Assessments, and Deficiency Assessments to the Association. Each Assessment is a charge on the Master Unit and is secured by a continuing lien on the Master Unit. Each Owner, and each prospective Owner, is placed on notice that title to the Owner's Master Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased the Master Unit. An express lien on each Master Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of Regular Assessments, Special Assessments, Individual Assessments and Deficiency Assessments. In furtherance of, and not in limitation of, the provisions of *Section 3.3*, upon subjecting a Master Unit to the terms and provisions of a Sub-Declaration, the lien rights established pursuant to this Declaration and vested in the Association shall automatically, and without requiring further action, attach to each individual Sub-Unit created pursuant to the Sub-Declaration in lieu of the entire Master Unit submitted to the terms and provisions of the Sub-Declaration.

7.2. Superiority of Assessment Lien. The Assessment lien is superior to all other liens and encumbrances on a Master Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a Recorded deed of trust lien securing a loan for acquisition or the construction of Improvements upon the Master Unit; (iii) a deed of trust or

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vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is superior to any Recorded assignment of the right to insurance proceeds on the Master Unit unless the assignment is part of a superior deed of trust lien.

7.3. Effect of Mortgagee's Foreclosure. Foreclosure of a superior lien extinguishes the claim by the Association against the Master Unit for unpaid Assessments that became due before the sale, but does not extinguish the claim by the Association against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the foreclosure sale.

7.4. Notice and Release of Notice. The lien established hereby for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, the Association, at its option, may cause a notice of the lien to be Recorded. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

7.5. Power of Sale. By accepting an interest in or title to a Master Unit, each Owner grants to the Association a private power sale in connection with the Association's assessment liens. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. Any such appointment must be in writing and may be in the form of a resolution duly adopted by the Association.

7.6. Foreclosure of Lien. The Assessment lien may be enforced by judicial or expedited judicial foreclosure. Expedited judicial foreclosure must comply with Rule 736 of the Texas Rules of Civil Procedure. A foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay all costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Master Unit at a foreclosure sale initiated by it and to acquire, hold, lease, mortgage, and convey same.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

8.1. Delinquency. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association may delegate some or all of its collection procedures and remedies, as it in its sole discretion deems appropriate, to an attorney or a debt collector. The Association is not liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to

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and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law. In the event a Master Unit is submitted to a Sub-Declaration, the term Master Unit and Owner as used in this *Article 8* will extend to each Sub-Unit and the Sub-Unit's Owner.

8.2. **Interest**. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined from time to time by the Board, not to exceed the lesser of eighteen percent (18%) per annum or the maximum rate permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.3. **Late Fees**. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board.

8.4. **Collection Expenses**. The Owner of a Master Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.5. **Acceleration**. If an Owner defaults in paying Assessments that are payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.6. **Money Judgment**. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments without foreclosing or waiving its lien for Assessments.

8.7. **Notice to Mortgagee**. The Association may notify and communicate with any holder of a lien against a Master Unit regarding the Owner's default in payment of Assessments.

8.8. **Application of Payments**. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: Collection Expenses, Interest, Late Fees, Individual Assessments, Deficiency Assessments, Special Assessments, and (lastly) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to its policy for applying payments. The policies of the Association may provide that endorsement, deposit and posting of a payment to an Owner's account does not constitute acceptance of the payment or of any conditions or directions attached to the payment.

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ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.1. Association Maintains.

9.1.1. Common Elements. The Association's maintenance obligations will be discharged when and how the Board deems appropriate. The Association maintains, repairs and replaces, as a Common Expense, the General Common Elements (excluding the Master Maintained Area), and those portions of the Property specifically identified in this Declaration to be maintained by the Association.

9.1.2. When Responsibilities are Relieved. The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that: (i) such property is dedicated to any local, state or federal government or quasi-governmental entity; or (ii) the property to be maintained is designated as a Master Maintained Area in accordance with *Section 9.2* below; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable.

9.1.3. Owner's Expense. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and the Owner and Occupant will not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. This paragraph may not be interpreted to evidence consent to any repair or maintenance by an Owner or Occupant of components otherwise the responsibility of the Association, it being understood that no repair or maintenance may be done to such portions of the Regime without the advance written consent of the Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or Occupant in the event of any such unauthorized maintenance or repairs.

9.1.4. No Liability. The Association will not be liable for injury or damage to Person or property caused by the elements or by the Owner or Occupant of any Master Unit or any other Person. The Association will not be liable to any Owner of any Master Unit or such Owner's Occupant or Permittee for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Elements or any Master Unit. The Association will not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities. No diminution or abatement of Assessments will be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or

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performed by the Association under this Declaration or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with Applicable Law.

9.2. Master Maintained Area. The Master Association, by its execution of this Declaration, accepts responsibility for the maintenance, repair, and replacement of those portions of the Property designated as a "**Master Maintained Area**" or "MMA" on the Plat and Plans, or otherwise designated pursuant to this *Section 9.2*, from time to time, to be maintained, repaired, and replaced by the Master Association, the costs of which will be discharged through assessments levied by the Master Association in accordance with the Master Covenant. The Declarant during the Development Period, and after expiration of the Development Period the Board, with the advance written consent of the Master Association, may from time to time add to, subtract from, or otherwise modify the Master Maintained Area. The addition, subtraction, or modification of the Master Maintained Area shall be evidenced by a written Recorded instrument. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Master Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Units.

9.3. Master Association's Access Easement. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Master Association an easement of access and entry over, across, under, and through the Property, including without limitation, the Master Maintained Areas, all Common Elements, and the Owner's Unit and all Improvements thereon (excluding entry into the residence constructed on a Unit) for the following purposes:

(a) To maintain, repair, and replace the Master Maintained Areas and to perform inspections and/or other maintenance that is permitted or required of the Master Association by the Documents, the Master Documents, or by Applicable Law.

(b) To perform maintenance that is permitted or required of the Owner by the Documents, the Master Documents, or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(c) To enforce the Master Documents or Documents.

(d) To exercise self-help remedies permitted by the Master Documents or by Applicable Law.

(e) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

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(f) To respond to emergencies.

(g) To perform any and all functions or duties of the Master Association as permitted or required by the Documents, the Master Documents, or by Applicable Law.

9.4. Owner Responsibility. Except as otherwise expressly provided in this Declaration, each Owner will operate and fully maintain, repair and, when necessary, replace, at its cost and expense, all portions of such Owner's Master Unit, all Limited Common Elements exclusively assigned to such Master Unit, including all Improvements located therein.

9.5. Owner's Default In Maintenance. If the Board determines that an Owner has failed to properly discharge his obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at Owner's expense, which is an Individual Assessment against the Owner and his Master Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense.

9.6. Measures Related to Insurance Coverage. The Board, upon resolution, will have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Regime which are the maintenance responsibility of the Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Regime, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage.

9.7. Disputes. If a dispute arises regarding the allocation of maintenance responsibilities by this Declaration, the dispute will be resolved by the Declarant during the Development Period, and the Board thereafter, who will delegate such maintenance responsibility to either the Association or the individual Owner(s), as determined by the Declarant or the Board (as the case may be) in its sole and absolute discretion.

ARTICLE 10
ASSOCIATION OPERATIONS

10.1. Board. Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through its Board of Directors."

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10.2. The Association.

10.2.1. Generally. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under Applicable Law. Generally, the Association may do any and all things that are lawful and necessary, proper, or desirable in operating for the peace, health, comfort, and general benefit of its Members, subject only to the limitations on the exercise of such powers as stated in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least as long as the Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

10.2.2. Further Rights. In addition to and not in limitation of all other rights it may have, the Association, acting through the Board, shall have the right and authority to take any or all of action set forth below:

(a) To make and to enforce reasonable Rules governing the use of the Master Units and the Common Elements;

(b) To enforce the Documents by the imposition of reasonable monetary fines and suspension of use and voting privileges as permitted pursuant to the Act;

(c) To grant and accept permits, licenses, utility easements, leases, and other easements;

(d) To acquire, hold, and dispose of tangible and intangible personal property and real property;

(e) To enter into joint agreements and contracts with any Owner, any Sub-Association or any third party for the provision of services, including, without limitation, management, landscaping, porter, utilities, concierge and property monitoring services, and trash removal services; and

(f) To control, manage, operate, maintain, improve and replace all portions of the General Common Elements.

10.3. Governance during Declarant Control Period. During the Declarant Control Period, the Declarant will have the exclusive authority to appoint and remove all officers and directors of the Association. Within one hundred and twenty (120) days after fifty percent (50%) percent of the maximum number of Master Units that may be created have been conveyed to Owners other than Declarant, at least one-third (1/3) of the Board must be elected by Owners other than Declarant.

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10.4. Governance upon Expiration of the Declarant Control Period. Upon expiration or termination of the Declarant Control Period, the Board will consist of three (3) members.

10.5. Membership. Each Owner is a Member of the Association, ownership of a Master Unit being the sole qualification for membership. If a Master Unit is owned by more than one Person, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Master Unit. If a Master Unit is submitted to a Sub-Declaration, then the term "Member" shall, for the Master Units subject to the Sub-Declaration only, refer to the Sub-Association formed to operate the Sub-Condominium established by such Sub-Declaration acting through the board of directors of such Sub-Association. Any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total votes in the Association, or at a meeting by Owner's representing at least a Majority of the total voting interests in the Association that are represented at the meeting.

10.6. Manager. The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association.

10.7. Books and Records. The Association will maintain copies of the Documents and the Association's books, records, and financial statements in accordance with the Act.

10.8. Indemnification. The Association indemnifies every officer, director, and committee member (for purposes of this Section, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

ARTICLE 11
ENFORCING THE DOCUMENTS

11.1. Remedies. The remedies provided in this Article for breach of the Documents are cumulative and not exclusive. In the event a Master Unit is submitted to a Sub-Declaration, the term Master Unit and Owner as used in this *Article 11* will extend to each Sub-Unit and the Sub-Unit's Owner. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

11.1.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by law against a nuisance, either public or private, is applicable against the violation.

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11.1.2. Fine. The Association, acting by and through the Board, may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Master Unit or interest in a Master Unit if the Owner or Occupant, or their respective family member, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and do not constitute a waiver or discharge of the Owner's obligations under the Documents.

11.1.3. Self-Help. The Association has the right to enter a Master Unit to abate or remove, using force as may reasonably be necessary, any construction, thing, Person, vehicle, or condition that violates the Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Master Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association, acting by and through the Board, may not alter or demolish an item of construction on a Master Unit without judicial proceedings.

11.1.4. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

11.2. Board Discretion. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable Person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

11.3. No Waiver. The Declarant, the Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Declarant, the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

11.4. Recovery of Costs. The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents,

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the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

11.5. Notice and Hearing. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months. The Association may also give a copy of the notice to any Occupant. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another Person or written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearing, provided they are consistent with the requirements of Applicable Law.

11.6. Injury to Person or Property. NEITHER THE ASSOCIATION NOR DECLARANT, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, COMMITTEES, AGENTS, OR EMPLOYEES HAVE A DUTY OR OBLIGATION TO ANY OWNER, ANY OCCUPANT, OR THEIR RESPECTIVE PERMITTEES: (A) TO SUPERVISE ANY PERSON; (B) TO FENCE OR OTHERWISE ENCLOSE ANY GENERAL COMMON ELEMENT OR OTHER IMPROVEMENT; OR (C) TO PROVIDE SECURITY OR PROTECTION TO ANY OWNER, ANY OCCUPANT, OR THEIR RESPECTIVE PERMITTEES FROM HARM OR LOSS. BY ACCEPTING TITLE TO A MASTER UNIT EACH OWNER AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE REASONABLE AND CONSTITUTE THE EXERCISE OF ORDINARY CARE BY THE ASSOCIATION AND DECLARANT.

ARTICLE 12
INSURANCE

12.1. General Provisions. The broad purpose of this Article is to require that the Regime be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or Improvement of Master Units.

12.1.1. Unavailability. The Association, the Board, and the Association's officers and managers, will not be liable for failure to obtain any coverage required by this Article or for any loss or damage resulting from such failure if the failure is due to the

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unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

12.1.2. No Coverage. Even if the Association and the Owners have adequate amounts of recommended and required coverage, the Property may experience a loss that is not covered by insurance. In such event, the Association is responsible for restoring the General Common Elements as a Common Expense (allocated in accordance with *Section 5.8*), and the Owner is responsible for restoring the Owner's Master Unit.

12.1.3. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as his trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

12.1.4. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured.

12.2. Deductibles. An insurance policy obtained by the Association may contain a deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by the Act or this Declaration. In the event of an insured loss, the deductible is treated as a Common Expense (allocated in accordance with *Section 5.8*). However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant, then the Board may levy an Individual Assessment against the Owner and his Master Unit for the amount of the deductible that is attributable to the act or omission.

12.3. Insurance – Association. The Association will obtain blanket all-risk insurance if reasonably available, for all Common Elements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to cover one-hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard.

The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within his Master Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements.

The Association may maintain directors and officer's liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities. The Association may maintain

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any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

ARTICLE 13
RECONSTRUCTION OR REPAIR AFTER LOSS

13.1. Subject To Act. The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

13.2. Restoration Funds. For purposes of this Article, "**Restoration Funds**" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Common Elements. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least a Majority of the Board or that of an agent duly authorized by the Board.

13.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Common Elements, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

13.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference which Deficiency Assessment will be allocated in accordance with *Section 5.8*.

13.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: If Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board.

13.3. Owner's Liability For Insurance Deductible. If repair or restoration of General Common Elements is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

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ARTICLE 14
TERMINATION AND CONDEMNATION

14.1. **Association as Trustee**. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Common Elements in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Common Elements. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act.

14.2. **Termination**. Termination of the terms of this Declaration and the condominium status of the Property will be governed by Section 82.068 of the Act and *Section 15.2* below.

14.3. **Condemnation**. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act.

ARTICLE 15
AMENDMENTS

15.1. **Consents Required**. As permitted by the Act or by this Declaration, certain amendments of this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Otherwise, amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the voting interests in the Association.

15.2. **Amendments Generally**. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits Declarant; (ii) rights, privileges, easements, protections, or defenses of Declarant; or (iii) rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and Recorded with such amendment.

15.3. **Effective**. To be effective, an amendment must be in the form of a written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) executed and acknowledged by an officer of the Association, certifying the requisite approval of Owners; provided, however, this subsection (ii) will not apply for amendments prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration; and (iii) Recorded.

15.4. **Declarant Provisions**. Declarant hereby reserves the right to unilaterally amend this Declaration:

(a) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Master Units.

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(b) To correct any defects in the execution of this Declaration or the other Documents.

(c) To add real property to the Regime.

(d) To create Master Units, General Common Elements, and Limited Common Elements.

(e) To subdivide, combine, or reconfigure Master Units or convert Master Units into additional Master Units and/or Common Elements.

(f) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

(g) To exercise any "development right", as defined in Section 82.003(12) of the Act, not otherwise described in this Section.

(h) For any other purpose, provided the amendment has no material adverse effect on any rights of any Owner.

An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration or the Act without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. During the Development Period, this Section may not be amended without Declarant's written and acknowledged consent.

ARTICLE 16
GENERAL PROVISIONS

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

16.2. **Compliance**. The Owners hereby covenant and agree that the administration of the Association will be in accordance with the provisions of the Documents and Applicable Law.

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16.3. Higher Authority. The documents are subordinate to Applicable Law. Generally, the terms of the Documents are enforceable to the extent they do not violate or conflict with Applicable Law.

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

16.5. Duration. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by Applicable Law.

16.6. Captions. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. Boxed notices are inserted to alert the reader to certain provisions and are not to be construed as defining or modifying the text.

16.7. Construction. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof.

16.8. Attachments. The following attachments are attached to this Declaration and are incorporated herein by reference:

Exhibit A	Land
Attachment 1	Plat and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests

[SIGNATURE PAGE FOLLOWS]

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EXECUTED on this 26th day of March, 2025.

DECLARANT:

RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership

By: REGAL, LLC, a Texas limited liability company, its general partner

By: _____
Printed Name: CLINT JONES
Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me on the 26 day of MARCH, 2025 by CLINT JONES, President of REGAL, LLC, a Texas limited liability company, general partner of RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership, on behalf of said entities.

(SEAL)

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

_____
Notary Public, State of Texas

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ACKNOWLEDGED AND AGREED FOR
PURPOSES OF *SECTION 9.2* OF THIS DECLARATION

MASTER ASSOCIATION:

RIVER'S EDGE MASTER COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____
Clint Jones, Director

By: _____
Steve Carnes, Director

By: _____
Don Bleasdell, Director

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THE STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me this 26TH day of MARCH, 2025, by Clint Jones, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me this 28th day of MARCH, 2025, by Steve Carnes, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

LISA RANDOLPH
My Notary ID # 6835829
Expires September 8, 2028

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me this 27th day of March, 2025, by Don Bleasdell, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

KARINA A VILLALPANDO
Notary ID #130964820
My Commission Expires
January 21, 2026

Notary Public Signature

UNOFFICIAL

RECEIVED
By Brandon Olvera at 10:05 am, Aug 12, 2025

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the lien and security interest created by that certain Deed of Trust Security Agreement - Financing Statement Assignment of Rents recorded as Document No. 202406036324 in the Official Public Records of Comal County, Texas (the "**Deed of Trust**"), securing a Promissory Note of even date therewith, executes this Consent of Mortgagee solely for the purposes of (i) evidencing its consent to the Declarant's execution of the Declaration required pursuant to Section 82.051(b) of the Texas Property Code, and (ii) subordinating the lien and security interest granted by the Deed of Trust to the Declaration, both on the condition that the lien and security interest granted by the Deed of Trust is and shall remain superior to any Assessment lien granted or created by the Declaration in all events.

TEXAS COMMUNITY BANK,
a Texas state bank

By: _____
Printed Name: Adam Garza
Title: Executive V.P.

STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on this 2nd day of April 2025 by Adam Garza, Executive V.P. of TEXAS COMMUNITY BANK, a Texas state bank, on behalf of said bank.

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
GISELLE JUAREZ
Notary Public, State of Texas
Comm. Expires 01/11/2028
Notary ID 124714265

UNOFFICIAL

RECEIVED
By Brandon Olvera at 10:05 am, Aug 12, 2025

EXHIBIT A

LAND

MASTER UNIT 1

BEING AN 10.378 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX); SAID 10.378 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,745.92, E: 2,249,818.68) ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1) SOUTH 40 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

2) SOUTH 49 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 67.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,

3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 28.20 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64 DEGREES 38 MINUTES 20 SECONDS, AND A CHORD THAT BEARS SOUTH 17 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 26.73 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

4) SOUTH 15 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 27.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

5) NORTH 69 DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF 150.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

6) SOUTH 27 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 125.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) NORTH 80 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

8) NORTH 88 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 203.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

9) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 241.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

10) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.11 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

11) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 187.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

12) SOUTH 81 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 341.15 FEET TO A 1/2-INCH IRON ROD FOUND ON THE EAST LINE OF SAID 124.79 ACRE TRACT, FOR THE COMMON CORNER OF LOT 3, UNIT TWO OF THE HIGH POINT SUBDIVISION, RECORDED IN VOLUME 10, PAGE 363, P.R.C.C.TX. AND A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX., SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.91 FEET TO A 5/8-INCH IRON PIPE FOUND, AND

2) SOUTH 35 DEGREES 15 MINUTES 38 SECONDS EAST, A DISTANCE OF 171.61 FEET TO A CALCULATED POINT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 13 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT,

2) NORTH 73 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT,

3) NORTH 87 DEGREES 30 MINUTES 39 SECONDS WEST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,

4) NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,

5) SOUTH 86 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,

6) SOUTH 79 DEGREES 38 MINUTES 52 SECONDS WEST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,

7) NORTH 05 DEGREES 53 MINUTES 11 SECONDS WEST, A DISTANCE OF 116.35 FEET TO A TO A CALCULATED POINT,

8) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,

9) NORTH 78 DEGREES 18 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,

10) SOUTH 89 DEGREES 54 MINUTES 02 SECONDS EAST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,

11) NORTH 85 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,

12) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,

13) NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,

14) SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

15) SOUTH 82 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

16) SOUTH 79 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,

17) NORTH 11 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,

18) NORTH 13 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,

19) NORTH 18 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT, AND

20) NORTH 20 DEGREES 23 MINUTES 30 SECONDS WEST, A DISTANCE OF 287.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION, A DISTANCE OF 88.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.378 ACRES OF LAND, MORE OR LESS;

RECEIVED
By Brandon Olvera at 10:05 am, Aug 12, 2025

MASTER UNIT 2

BEING A 11.458 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX), SAID 11.458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,521.91, E: 2,249,556.40) FOR THE COMMON CORNER OF SAID 124.79 ACRE TRACT, LOT 264B IN THE RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), LOT 27 IN THE RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 63, P.R.C.C.TX., AND LOT 14 IN THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 14, A DISTANCE OF 256.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 88.28 FEET;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 20 DEGREES 23 MINUTES 50 SECONDS EAST, A DISTANCE OF 287.08 FEET TO A CALCULATED POINT,

2) SOUTH 18 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,

3) SOUTH 13 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,

4) SOUTH 11 DEGREES 26 MINUTES 10 SECONDS EAST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,

5) NORTH 79 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,

6) NORTH 82 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

7) NORTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

8) SOUTH 87 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,

9) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,

10) SOUTH 85 DEGREES 31 MINUTES 44 SECONDS WEST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,

11) NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,

12) SOUTH 78 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,

13) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,

14) SOUTH 05 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCE OF 116.35 FEET TO A CALCULATED POINT,

15) NORTH 79 DEGREES 38 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,

16) NORTH 86 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,

17) SOUTH 84 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,

18) SOUTH 87 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,

19) SOUTH 73 DEGREES 12 MINUTES 18 SECONDS EAST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT, AND

20) NORTH 13 DEGREES 37 MINUTES 51 SECONDS EAST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID 124.79 ACRE TRACT AND THE WEST LINE OF A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND, AND

2) SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.21 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE NORTH BANK OF THE GUADALUPE RIVER, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE NORTH BANK OF THE GUADALUPE RIVER, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 259.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

3) SOUTH 89 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 199.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

4) SOUTH 89 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 51.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

5) SOUTH 82 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 89.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

6) SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 103.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

8) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR A COMMON CORNER OF SAID 124.79 ACRE TRACT AND SAID LOT 264B;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 264B THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 288.51 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

2) NORTH 20 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 529.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.458 ACRES OF LAND, MORE OR LESS;

RECEIVED
By Brandon Olvera at 10:05 am, Aug 12, 2025

ATTACHMENT 1

CONDOMINIUM PLAT AND PLANS

The plat and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Dustin E. Trousil
RPLS or License No. 6335

SEE SHEET 1 FOR ORIGINAL CERTIFICATION

UNOFFICIAL

RECEIVED
By Brandon Olvera at 10:06 am, Aug 12, 2025

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

CERTIFICATION
EXHIBIT "A"
(CONDOMINIUM PLAT AND PLANS)

THE PLAT AND PLANS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

GENERAL NOTES

1. ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS SUBJECT TO DEVELOPMENT RIGHTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR RIVERS EDGE AT GRUENE MASTER CONDOMINIUMS (THE "DECLARATION") OR (II) ON THIS PLAT.
2. OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
3. THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.
4. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2018)
5. VERTICAL DATUM: NAVD88
6. ALL DISTANCES SHOWN ARE GRID VALUES.

STATE OF TEXAS
REGISTERED
DUSTIN E TROUSIL
6335
PROFESSIONAL
LAND SURVEYOR

DUSTIN E. TROUSIL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6335

DATE: 3/24/25

EXHIBIT ONLY

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

C:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

RECEIVED
By Brandon Olvera at 10:06 am, Aug 12, 2025

LEGEND

△	CALCULATED POINT
●	IRON ROD FOUND (AS NOTED)
○	IRON PIPE FOUND (AS NOTED)
⬡	5/8" IRON ROD STAMPED "LJA SURVEY" SET
O.P.R.C.C.TX.	OFFICIAL PUBLIC RECORDS COMAL COUNTY TEXAS
P.R.C.C.TX.	PLAT RECORDS COMAL COUNTY TEXAS
———	BOUNDARY LINE
———	ADJOINER LINE
— — — — —	SEPTIC FIELD

0' 50' 100

P.O.B.
N: 13820745.92
E: 2249818.68
1/2" IRON ROD

P.O.B.
N: 13820521.91
E: 2249556.40
1/2" IRON ROD

L1 L2 L3 L4 L5 L6 L7 L8 L9 L33 L34 L35 L36 L37 C1 L38 L39 L40 L41 L42

LOT 14
RIADA SUBDIVISION
VOLUME 5, PAGE 242
P.R.C.C.TX.

LOT 27
RIADA SUBDIVISION, UNIT 1
VOLUME 7, PAGE 63
P.R.C.C.TX.

LOT 28AB
RIADA SUBDIVISION, UNIT ONE
VOLUME 12, PAGE 93
P.R.C.C.TX.

RIVERS EDGE AT GRUENE LP
CALLED 124.79 ACRES
DOCUMENT NO. 202406026818
O.P.R.C.C.TX.

MASTER UNIT 1

MASTER UNIT 2

ALANSON P. FUQUAY SURVEY
ABSTRACT NO. 155

MATCHLINE SHEET 3

MATCHLINE SHEET 4

GENERAL NOTES

1. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2018)
2. VERTICAL DATUM: NAVD88
3. ALL DISTANCES SHOWN ARE GRID VALUES.

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

I:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Combined
Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

RECEIVED
By Brandon Olvera at 10:07 am, Aug 12, 2025

RIVERS EDGE AT GRUENE LP
CALLED 124.79 ACRES
DOCUMENT NO. 202406026818
O.P.R.C.C.TX.

L42 L43 L44 L45

1/2" IRON ROD

LOT 3
HIGH POINT, UNIT TWO
VOLUME 10, PAGE 363
P.R.C.C.TX.

0' 50' 100'

MASTER UNIT 1

RIVERS EDGE AT GRUENE LP
CALLED 124.79 ACRES
DOCUMENT NO. 202406026818
O.P.R.C.C.TX.

L46

5/8" IRON PIPE

BJORN A. JOHNSON
AND CYNTHIA J. JOHNSON
CALLED 9.45 ACRES
DOCUMENT NO. 202206041914
O.P.R.C.C.TX.

MATCHLINE SHEET 2

L9

ALANSON P. FUQUAY SURVEY
ABSTRACT NO. 155

L47

L10

L11

L12

L13

L14

L21

L22

SEPTIC FIELD 1

1/2" IRON ROD
CAPPED "HMT"

MATCHLINE SHEET 4

L15

SEPTIC FIELD 2

L19

L20

L16 L17 L18

MASTER UNIT 2

L23

L25

L26

L27

L28

L24

GUADALUPE RIVER

L29

1/2" IRON ROD CAPPED "HMT"
IN THE BANK OF
THE GUADALUPE RIVER

APPROVED

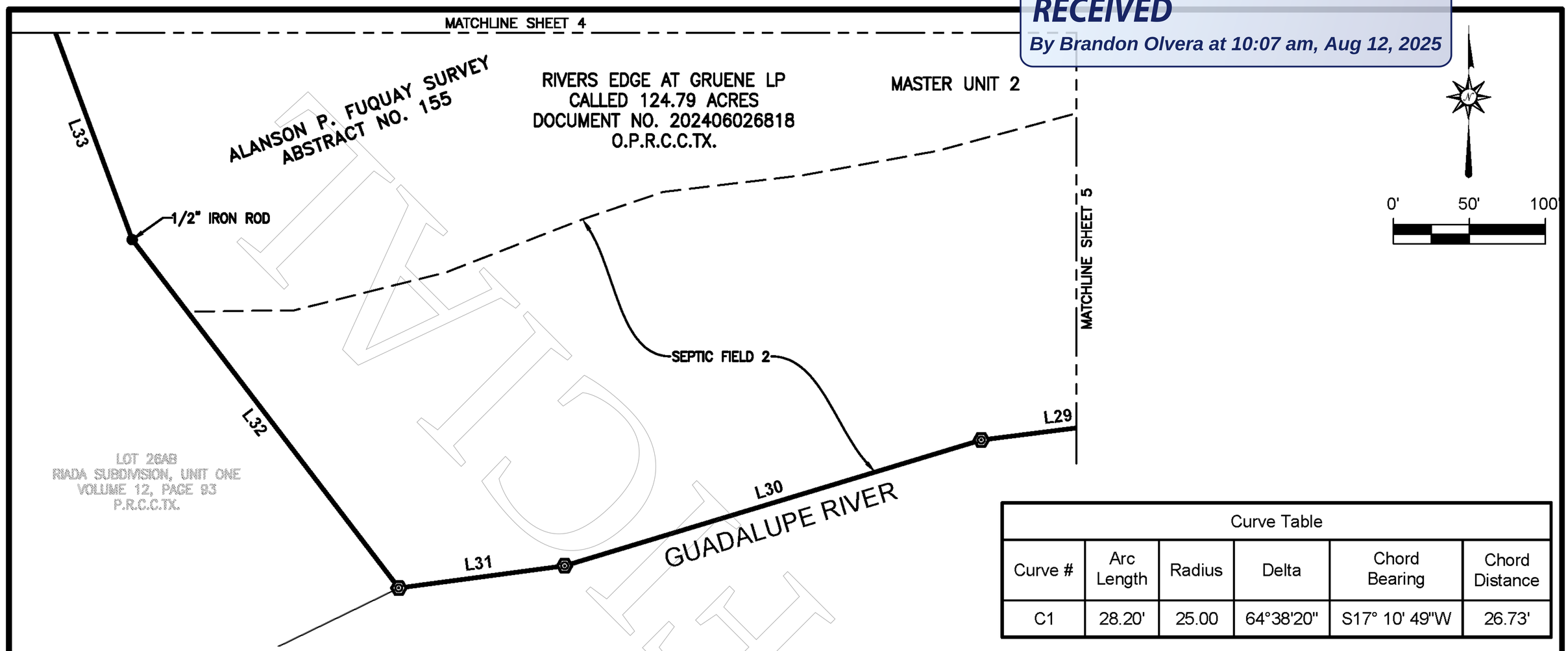
C:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Combined Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

RECEIVED
By Brandon Olvera at 10:07 am, Aug 12, 2025



Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	28.20'	25.00	64°38'20"	S17° 10' 49"W	26.73'

Line Table			Line Table			Line Table			Line Table			Line Table		
Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length	Line #	Direction	Length
L1	N49° 29' 59"E	256.63'	L11	S85° 31' 44"W	70.47'	L21	N13° 37' 51"E	245.66'	L31	S82° 21' 05"W	110.09'	L41	N88° 12' 29"E	203.27'
L2	S20° 23' 50"E	287.08'	L12	N89° 54' 02"W	132.90'	L22	S35° 15' 33"E	291.98'	L32	N37° 26' 18"W	288.51'	L42	S81° 48' 06"E	241.34'
L3	S18° 09' 25"E	7.82'	L13	S78° 18' 43"W	28.00'	L23	S35° 25' 25"W	128.21'	L33	N20° 21' 19"W	529.34'	L43	S02° 09' 39"W	20.11'
L4	S13° 40' 35"E	7.82'	L14	S02° 09' 39"W	18.60'	L24	N72° 34' 16"W	153.87'	L34	N49° 29' 59"E	88.28'	L44	S81° 48' 06"E	187.28'
L5	S11° 26' 10"E	152.24'	L15	S05° 53' 11"E	116.35'	L25	N77° 27' 07"W	259.52'	L35	S40° 33' 04"E	79.90'	L45	S81° 35' 47"E	341.15'
L6	N79° 49' 31"E	367.33'	L16	N79° 38' 52"E	51.88'	L26	S89° 57' 35"W	199.56'	L36	S49° 29' 59"W	67.90'	L46	S55° 19' 07"W	233.91'
L7	N82° 54' 33"E	10.76'	L17	N86° 52' 48"E	82.55'	L27	S89° 56' 08"W	51.09'	L37	S15° 08' 21"E	27.31'	L47	S35° 15' 33"E	171.61'
L8	N89° 04' 37"E	10.76'	L18	S84° 26' 26"E	10.89'	L28	S82° 50' 53"W	89.01'	L38	N69° 36' 10"E	150.63'			
L9	S87° 50' 21"E	352.08'	L19	S87° 30' 39"E	246.46'	L29	S82° 50' 20"W	103.77'	L39	S27° 58' 00"E	125.09'			
L10	S02° 09' 39"W	183.94'	L20	S73° 12' 18"E	213.01'	L30	S73° 12' 16"W	286.31'	L40	N80° 54' 41"E	160.03'			

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

I:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Combined Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

RECEIVED
By Brandon Olvera at 10:07 am, Aug 12, 2025

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 1

BEING AN 10.378 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX); SAID 10.378 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,745.92, E: 2,249,818.68) ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1) SOUTH 40 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) SOUTH 49 DEGREES 29 MINUTES 59 SECONDS WEST, A DISTANCE OF 67.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
3) WITH SAID CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 28.20 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64 DEGREES 38 MINUTES 20 SECONDS, AND A CHORD THAT BEARS SOUTH 17 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 26.73 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) SOUTH 15 DEGREES 08 MINUTES 21 SECONDS EAST, A DISTANCE OF 27.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) NORTH 69 DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF 150.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) SOUTH 27 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 125.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) NORTH 80 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
8) NORTH 88 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 203.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
9) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 241.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
10) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.11 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
11) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 187.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
12) SOUTH 81 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 341.15 FEET TO A 1/2-INCH IRON ROD FOUND ON THE EAST LINE OF SAID 124.79 ACRE TRACT, FOR THE COMMON CORNER OF LOT 3, UNIT TWO OF THE HIGH POINT SUBDIVISION, RECORDED IN VOLUME 10, PAGE 363, P.R.C.C.TX. AND A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX., SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.91 FEET TO A 5/8-INCH IRON PIPE FOUND, AND
2) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 171.61 FEET TO A CALCULATED POINT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 13 DEGREES 37 MINUTES 51 SECONDS WEST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT,
2) NORTH 73 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT,
3) NORTH 87 DEGREES 30 MINUTES 39 SECONDS WEST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,
4) NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,
5) SOUTH 86 DEGREES 52 MINUTES 48 SECONDS WEST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,
6) SOUTH 79 DEGREES 38 MINUTES 52 SECONDS WEST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,
7) NORTH 05 DEGREES 53 MINUTES 11 SECONDS WEST, A DISTANCE OF 116.35 FEET TO A TO A CALCULATED POINT,
8) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,
9) NORTH 78 DEGREES 18 MINUTES 43 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,
10) SOUTH 89 DEGREES 54 MINUTES 02 SECONDS EAST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,
11) NORTH 85 DEGREES 31 MINUTES 44 SECONDS EAST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,
12) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,
13) NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,
14) SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
15) SOUTH 82 DEGREES 54 MINUTES 33 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
16) SOUTH 79 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,
17) NORTH 11 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,
18) NORTH 13 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
19) NORTH 18 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT, AND
20) NORTH 20 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 287.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION, A DISTANCE OF 88.28 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 10.378 ACRES OF LAND, MORE OR LESS;

DRAFT
COPY

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
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Phone 512.439.4700
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J:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Combined Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

RECEIVED
By Brandon Olvera at 10:07 am, Aug 12, 2025

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 2

BEING A 11.458 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX), SAID 11.458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,521.91, E: 2,249,556.40) FOR THE COMMON CORNER OF SAID 124.79 ACRE TRACT, LOT 26AB IN THE RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), LOT 27 IN THE RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 63, P.R.C.C.TX., AND LOT 14 IN THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 14, A DISTANCE OF 256.63 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, FROM WHICH A 1/2-INCH IRON ROD FOUND BEARS NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, A DISTANCE OF 88.28 FEET;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

1) SOUTH 20 DEGREES 23 MINUTES 50 SECONDS EAST, A DISTANCE OF 287.08 FEET TO A CALCULATED POINT,
2) SOUTH 18 DEGREES 09 MINUTES 25 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
3) SOUTH 13 DEGREES 40 MINUTES 35 SECONDS EAST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,
4) SOUTH 11 DEGREES 26 MINUTES 10 SECONDS EAST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,
5) NORTH 79 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,
6) NORTH 82 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
7) NORTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,
8) SOUTH 87 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,
9) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,
10) SOUTH 85 DEGREES 31 MINUTES 44 SECONDS WEST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,
11) NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,
12) SOUTH 78 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,
13) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,
14) SOUTH 05 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCE OF 116.35 FEET TO A CALCULATED POINT,
15) NORTH 79 DEGREES 38 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,
16) NORTH 86 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,
17) SOUTH 84 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,
18) SOUTH 87 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,
19) SOUTH 73 DEGREES 12 MINUTES 18 SECONDS EAST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT, AND
20) NORTH 13 DEGREES 37 MINUTES 51 SECONDS EAST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID 124.79 ACRE TRACT AND THE WEST LINE OF A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND, AND
2) SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.21 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE NORTH BANK OF THE GUADALUPE RIVER, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE NORTH BANK OF THE GUADALUPE RIVER, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 259.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
3) SOUTH 89 DEGREES 57 MINUTES 35 SECONDS WEST, A DISTANCE OF 199.56 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
4) SOUTH 89 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 51.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
5) SOUTH 82 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 89.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
6) SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 103.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET,
7) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
8) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR A COMMON CORNER OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 288.51 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET, AND
2) NORTH 20 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 529.34 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 11.458 ACRES OF LAND, MORE OR LESS;

DRAFT

DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DT
PROJ NO.	LJAS4636-2402

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE
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J:\Sectors\Survey\Projects\LJAS4636 (Regal LLC)\2402_Gruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Combined\Tracts\LJAS4636-2402-Gruene River Tract at FM 306_MU_Grid.dwg 3/24/2025

RECEIVED
By Brandon Olvera at 10:05 am, Aug 12, 2025

TAX CERTIFICATE

Through Tax Year
2024

Certificate #
15882

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

Property Information

Property ID: 70743 Geo ID: 600930019501
Legal Acres: 64.8060
Legal Desc: A-155 SUR- 35 A P FUQUAY, ACRES 64.806
Situs: FM 306 NEW BRAUNFELS, TX 78132
DBA:
Exemptions:

Owner ID: 1110537 100.00%
RIVERS EDGE AT GRUENE LP
6 GRUENE WALD
NEW BRAUNFELS, TX 78130

For Entities

(ESD7) COMAL COUNTY EMERGEN
COMAL COUNTY
COMAL COUNTY LATERAL ROAD
COMAL ISD

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	2,342,090
Productivity Market:	0
Productivity Use:	0
Assessed Value	2,342,090

Current/Delinquent Taxes

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

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

Effective Date: 03/28/2025 Total Due if paid by: 03/31/2025 0.00

Tax Certificate Issued for:	Taxes Paid in 2024
COMAL COUNTY	5,309.87
COMAL COUNTY LATERAL ROAD	878.64
COMAL ISD	25,456.18
(ESD7) COMAL COUNTY EMERGEN	1,180.34

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

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

A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

COMAL COUNTY TAX ASSESSOR-COLLECTOR

Signature of Authorized Officer of Collecting Office

Date of Issue: 03/28/2025
Requested By: WINSTEAD
Fee Amount: 10.00
Reference #:

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RECEIVED
By Brandon Olvera at 10:05 am, Aug 12, 2025

ATTACHMENT 2

ENCUMBRANCES

1. Electric Water Sewer Line Right-of-Way Agreement to City of New Braunfels (Utilities) recorded in Volume 267, Page 1 and corrected in Volume 267, Page 818, of the Deed Records of Comal County, Texas.

2. NBU Water and Wastewater Easement recorded in Document No. 201606027233, of the Official Public Records of Comal County, Texas.

3. New Braunfels Utilities Water and Wastewater Easements recorded in Document Numbers 202006052944, 202006052946 and 202006052947, of the Official Public Records of Comal County, Texas.

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By Brandon Olvera at 10:05 am, Aug 12, 2025

ATTACHMENT 3

SCHEDULES OF ALLOCATED INTERESTS

COMMON INTEREST ALLOCATION, SHARE OF COMMON EXPENSES AND VOTES

Master Unit	Common Interest Allocation and Common Expense Liability	Votes
Master Unit 1	50%	1
Master Unit 2	50%	1

THE INTERESTS ASSIGNED TO A PARTICULAR MASTER UNIT WILL DECREASE IF ADDITIONAL MASTER UNITS ARE CREATED AND ADDED TO THE REGIME BY DECLARANT.

UNOFFICIAL

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/07/2025 03:58:25 PM
TRACY 53 Pages(s)
202506009824

County Court of Comal County, Texas
Bobbie Koepp

Received
Brandon Mark Olvera
09/05/2025 9:31:49 AM

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
600 W. 5TH STREET, SUITE 900
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

DECLARATION OF CONDOMINIUM REGIME FOR RIVER'S EDGE AT GRUENE RESIDENTIAL CONDOMINIUMS

(A Residential Condominium Project located in Comal County, Texas)

Declarant: RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership

Note: *THIS INSTRUMENT ESTABLISHES RESIDENTIAL UNITS OUT OF "MASTER UNIT 1" AND "MASTER UNIT 2", CREATED BY THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME FOR RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS, RECORDED IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AS AMENDED (THE "MASTER DECLARATION"). AN OWNER WHO ACQUIRES A UNIT ESTABLISHED HEREUNDER IS ALSO SUBJECT TO THE TERMS AND PROVISIONS OF THE MASTER DECLARATION.*

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Received
Brandon Mark Olvera
09/05/2025 9:31:58 AM

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DECLARATION OF CONDOMINIUM REGIME
FOR
RIVER'S EDGE AT GRUENE RESIDENTIAL CONDOMINIUMS

RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership (the "**Declarant**"), previously executed that certain Declaration of Condominium Regime for River's Edge at Gruene Master Condominiums, recorded under Document No. 202506009824 in the Official Public Records of Comal County, Texas (the "**Master Declaration**"). The Master Declaration created, among other things, "**Master Unit 1**" ("**MU1**") and "**Master Unit 2**" ("**MU2**") within the condominium regime established pursuant to the terms and provisions of the Master Declaration. Declarant is the owner of MU1 and MU2.

In accordance with *Section 3.2* of the Master Declaration, Declarant currently has the option and ability to submit one or more Master Units to the terms and provisions of a "**Sub-Declaration**" (as defined in the Master Declaration), thereby creating within the Master Unit(s) a separate condominium regime – a "**Sub-Condominium**" (as defined in the Master Declaration); provided, however, that the creation of any Sub-Condominium shall not modify any obligations, limitations, rights, benefits or burdens established in the Master Declaration, except as set forth therein. Pursuant to such authority, Declarant hereby submits MU1 and MU2, together with all Improvements thereon and all easements, rights, and appurtenances thereto (collectively, the "**Property**"), to the terms and provisions of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code, for the purpose of creating River's Edge at Gruene Residential Condominiums.

NOW, THEREFORE, it is hereby declared that: (i) the Property will be held sold, conveyed, leased, occupied, used, insured, and encumbered with this Declaration, including the representations and reservations of Declarant, set forth on Appendix "A", attached hereto, which will run with the Property and be binding upon all parties having right, title, or interest in or to such property, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof; and (ii) each contract or deed which may hereafter be executed with regard to the Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE 1
DEFINITIONS

Unless otherwise defined in this Declaration, terms defined in Section 82.003 of the Act have the same meaning when used in this Declaration. The following words and phrases, whether or not capitalized, have specified meanings when used in the Documents, unless a different meaning is apparent from the context in which the word or phrase is used.

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1.1 "**Act**" means Chapter 82 of the Texas Property Code, the Texas Uniform Condominium Act, as it may be amended from time to time.

1.2 "**Applicable Law**" means the statutes and public laws and ordinances in effect at the time a provision of the Documents is applied, and pertaining to the subject matter of the Document provision. Statutes and ordinances specifically referenced in the Documents are "Applicable Law" on the date of the Document, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

1.3 "**Architectural Reviewer**" means Declarant during the Development Period. After expiration or termination of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board.

1.4 "**Area of Common Responsibility**" means those portions of a Unit that may be designated, from time to time, by this Declaration, the Declarant until expiration or termination of the Development Period, and the Association thereafter, to be maintained, repaired, and replaced by the Association, as reflected in the Area of Common Responsibility and Maintenance Chart attached hereto as Attachment 4. The estimated and actual costs associated with the maintenance, repair, and replacement (including replacement reserves) of the Area of Common Responsibility shall be charged to all Units as a Regular Assessment.

1.5 "**Assessment**" means any charge levied against a Unit or Owner by the Association, pursuant to the Documents, the Act, or Applicable Law, including but not limited to Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments as defined in *Article 6* of this Declaration.

1.6 "**Association**" means River's Edge at Gruene Residential Condominium Association, Inc., a Texas nonprofit corporation, the Members of which shall be the Owners of Units within the Regime. The term "Association" shall have the same meaning as the term "property owners association" in Section 202.001(2) of the Texas Property Code. The failure of the Association to maintain its corporate charter from time to time does not affect the existence or legitimacy of the Association, which derives its authority from this Declaration, the Certificate, the Bylaws, the Act, and Applicable Law.

1.7 "**Board**" means the Board of Directors of the Association.

1.8 "**Building**" means a residential dwelling constructed within a Unit.

1.9 "**Bylaws**" mean the bylaws of the Association, as they may be amended from time to time.

1.10 "**Certificate**" means the Certificate of Formation of the Association filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

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1.11 "**Common Element(s)**" means all portions of the Regime SAVE AND EXCEPT the Units. All Common Elements are "**General Common Elements**" unless such Common Elements have been allocated as "**Limited Common Elements**" by this Declaration or the Plat and Plans for the exclusive use of one (1) or more but less than all of the Units.

1.12 "**Common Expense**" or "**Common Expenses**" means the expenses incurred or anticipated to be incurred by the Association for the general benefit of the Regime, including but not limited to those expenses incurred for the maintenance, repair, replacement and operation of the Common Elements.

1.13 "**Community Manual**" means the community manual, if any, which may be initially adopted and Recorded by the Declarant as part of the initial project documentation for the Regime. The Community Manual shall include the Bylaws and Rules and policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion. The Community Manual may be amended, from time to time, by the Declarant during the Development Period, or a Majority of the Board; provided, however, that until expiration or termination of the Development Period, any modification, supplement or amendment to the Community Manual must be approved in advance and in writing by the Declarant.

1.14 "**Declarant**" means **RIVER'S EDGE AT GRUENE, LP**, a Texas limited partnership. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by Recorded written instrument, assign, in whole or in part, exclusively or non-exclusively, any of its privileges, exemptions, rights and duties under this Declaration to any Person. Declarant may also, by Recorded written instrument, permit any other Person to participate in whole, in part, exclusively or non-exclusively, in any of Declarant's privileges, exemptions, rights and duties under this Declaration.

1.15 "**Declarant Control Period**" means that period of time during which Declarant controls the operation and management of the Association, pursuant to Appendix "A" of this Declaration. The duration of the Declarant Control Period is from the date this Declaration is Recorded for a maximum period not to exceed one hundred and twenty (120) days after title to seventy-five percent (75%) of the maximum number of Units that may be created out of the Property hereunder have been conveyed to Owners other than Declarant.

1.16 "**Declaration**" means this document, as it may be amended from time to time.

1.17 "**Deficiency Assessment**" means an assessment described and assessed in accordance with *Section 6.9* of this Declaration.

1.18 "**Development Period**" means the thirty (30) year period beginning on the date this Declaration is Recorded, during which Declarant has certain rights as more particularly described in this Declaration and in Appendix "A", attached hereto, including rights related to development, construction, expansion, and marketing of the Master Units or any Unit. The

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Development Period is for a term of years and does not require that Declarant own any portion of the Property or any Unit. Declarant may terminate the Development Period by Recording a notice of termination.

During the Development Period, Appendix "A" has priority over the terms and provisions of this Declaration.

1.19 "**Documents**" mean, individually or collectively as the case may be, the Master Covenant, the Master Declaration, this Declaration, the Plat and Plans attached hereto as Attachment 1, the Certificate, Bylaws, the Community Manual, and the Rules of the Association, as each may be amended from time to time. An appendix, attachment, exhibit, schedule, or certification accompanying a Document is a part of that Document.

The Documents are subject to amendment or modification from time to time. By acquiring a Unit in River's Edge at Gruene Residential Condominiums, you agree to comply with the terms and provisions of the Documents, as amended or modified.

1.20 **"General Common Elements"** means all portions of the Common Elements that are not Limited Common Elements. General Common Elements refer to those portions of the Property that are designated as "GCE", "General Common Element", "General Common Area", "Common Area", or by the notation "General Common Elements", "GCE", "General Common Area", "Common Area", or "Common Areas" on Attachment 1, attached hereto.

1.21 **"Improvement"** means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, Buildings, outbuildings, storage sheds, patios, recreational facilities, swimming pools, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, irrigation, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.22 "**Individual Assessment**" means an assessment described and levied in accordance with *Section 6.8* of this Declaration.

1.23 "**Landscape Services**" mean the following services to be provided to the Wastewater System Area: mowing all turf areas on an as-needed basis as determined by the Board. Notwithstanding the foregoing, the Declarant during the Development Period, and the

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Board thereafter, will have the right to modify the Landscape Services provided by the Association from time to time.

1.24 "**Limited Common Elements**", if any, mean those portions of the Property reserved for the exclusive use of one or more Owners to the exclusion of other Owners. Limited Common Elements are designated as "LCE", "Limited Common Elements" or "Limited Common Areas" on Attachment 1, attached hereto and/or as provided in *Section 5.6* and *Section 5.7* of this Declaration.

1.25 "**Majority**" means more than half.

1.26 "**Master Association**" means **RIVER'S EDGE AT GRUENE MASTER COMMUNITY ASSOCIATION, INC.**, a Texas nonprofit corporation, or any successor entity.

1.27 "**Master Condominium Association**" means **RIVER'S EDGE AT GRUENE MASTER CONDOMINIUM ASSOCIATION, INC.**, a Texas non-profit corporation, or any successor entity.

1.28 "**Master Condominium Assessments**" means any charge levied by the Master Condominium Association against a Unit or Owner, pursuant to the Master Declaration, the Act, or other Applicable Law, as defined in Article 6 of the Master Declaration.

1.29 "**Master Condominium Common Elements**" means the "Common Elements", as such term is defined in the Master Declaration.

1.30 "**Master Covenant**" means that certain River's Edge at Gruene Master Covenant [*Mixed-Use*], recorded as Document No. 202506009508 in the Official Public Records of Comal County, Texas, as may be amended from time to time.

1.31 "**Master Declarant**" means **RIVER'S EDGE AT GRUENE, LP**, a Texas limited partnership.

1.32 "**Master Documents**" means, singularly or collectively, as the case may be, that certain Master Covenant, any notice of applicability pertaining to all or a portion of the Regime, including without limitation, the Notice of Applicability, the Certificate of Formation of the Master Association, the Bylaws of the Master Association, the Community Manual (as defined in the Master Covenant), and any supplements thereto, any rules and regulations of the Master Association adopted in accordance with the Master Covenant or Bylaws of the Master Association, and any and all other Documents, as such may be defined in the Master Covenant.

1.31 "**Master Maintained Area**" means those portions of the Regime which may be designated from time to time by Declarant during the Development Period in accordance with *Section 3.12* of this Declaration.

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1.32 "**Master Condominium Plat and Plans**" means the plat and plans attached as Attachment 2 to the Master Declaration, as changed, modified or amended in accordance with the Master Declaration.

1.33 "**Master Condominium Regime**" means the condominium regime established pursuant to the terms and provisions of the Master Declaration.

1.34 "**Member**" means a member of the Association, each Member being an Owner of a Unit, unless the context indicates that member means a member of the Board or a member of a committee of the Association.

1.35 "**Mortgagee**" means a holder, insurer, or guarantor of a purchase money mortgage secured by a Recorded senior or first deed of trust lien against a Unit.

1.36 "**Occupant**" means any Person, including any Owner, tenant or otherwise having a right to occupy or use all or any portion of a Unit for any period of time.

1.37 "**Owner**" means a holder of Recorded fee simple title to a Unit. Declarant is the initial Owner of all Units. Mortgagees who acquire title to a Unit through a deed in lieu of foreclosure or through judicial or non-judicial foreclosure are Owners. Persons or entities having ownership interests merely as security for the performance of an obligation are not Owners. Every Owner is a Member of the Association.

1.38 "**Person**" means any individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, joint venture, estate, trust, unincorporated association, any other legal entity, and any fiduciary acting in such capacity on behalf of any of the foregoing.

1.39 "**Plat and Plans**" means the plat and plans attached hereto as Attachment 1, as changed, modified, or amended in accordance with this Declaration.

1.40 "**Property**" means MU1 and MU2, together with all Improvements thereon and all easements, rights, and appurtenances thereto, and includes every Unit and Common Element thereon or therein.

1.40 "**Record, Recordation, Recorded and Recording**" means filing the referenced instrument or document in the Official Public Records of Comal County, Texas.

1.41 "**Regime**" means the Property, Units, General Common Elements, and Limited Common Elements that comprise the condominium regime established by this Declaration.

1.42 "**Regular Assessments**" means an assessment described and assessed in accordance with *Section 6.4* of this Declaration.

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1.43 "**Rules**" means rules and regulations of the Association adopted in accordance with the Documents or the Act. The initial Rules may be adopted by Declarant (as part of the Community Manual, or otherwise) for the benefit of the Association. The Rules may be amended from time to time by the Declarant, prior to the expiration of the Development Period, and by the Board thereafter.

1.44 "**Sales Restriction Period**" means a period commencing on the date that a Unit is conveyed to an Owner by Declarant and ending the earlier of: (i) one year after the date of the conveyance of such Unit to the Owner by Declarant; and (ii) the completion of the construction of a Building on such Unit, meaning the Building is available for residential occupancy.

1.45 "**Special Assessment**" means an assessment described and levied in accordance with *Section 6.6* of this Declaration.

1.46 "**Underwriting Lender**" means a national institutional mortgage lender, insurer, underwriter, guarantor, or purchaser on the secondary market, such as Federal Home Administration (FHA) Federal Home Loan Mortgage Corporation (Freddie Mac), Federal National Mortgage Association (Fannie Mae), or the Veterans Administration, singularly or collectively. Use of the term "Underwriting Lender" in this Declaration, and the specific instructions listed in this definition, may not be construed as a limitation on an Owner's financing options or as a representation that the Property is approved by any specific institution.

1.47 "**Unit**" means a physical portion of the Property designated by this Declaration for separate ownership, the boundaries of which are shown on the Plat and Plans attached hereto as Attachment 1, as further described in *Section 5.2* of this Declaration. A Unit shall also be known as a "**Sub-Unit**" under the Master Declaration.

1.48 "**Utility Assessment**" means an assessment described and levied in accordance with *Section 6.7* of this Declaration.

1.49 "**Wastewater System**" means the private wastewater system(s), as depicted on the Plat and Plans, which provides wastewater service to each Unit SAVE AND EXCEPT the tank, grinder pump and controls that exclusively serve a Unit which are considered part of such Unit. Each Wastewater System is designated as Limited Common Elements for the Units served by such Wastewater System, as shown on the Plat and Plans attached hereto as Attachment 1.

1.50 "**Wastewater System Area**" means all areas within a Unit that are depicted as the private wastewater system(s) on the Plat and Plans. In the event of a dispute concerning what constitutes the Wastewater System Area of a Unit, the Board's determination of such area will be final, binding and conclusive.

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ARTICLE 2
PROPERTY SUBJECT TO DOCUMENTS

2.1. **Subject to Documents**.

2.1.1. This Declaration. The Property is held, transferred, sold, conveyed, leased, occupied, used, insured, and encumbered subject to the terms, covenants, conditions, restrictions, liens, and easements of this Declaration, including Declarant's representations and reservations as set forth on Appendix "A", attached hereto, which run with the Property, bind all Persons having or acquiring any right, title, or interest in the Property, their heirs, successors, and assigns, and inure to the benefit of each Owner of the Property. The Property is also subject to certain easements, rights and restrictions under the Master Declaration.

2.1.2. Master Declaration. Additionally, pursuant to *Section 3.3* of the Master Declaration, upon the Recording of this Declaration and acceptance of a deed to the Unit, any and all obligations (including the obligation to pay Master Condominium Assessments levied by the Master Association) liabilities, limitations, costs, expenses (including Common Expenses), charges and assessments under the Master Declaration attributable to ownership of an interest in the Master Units encumbered by this Declaration are hereby assigned and allocated to each Unit in accordance with the allocations and assignments set forth in this Declaration. The Owner of each Unit is obligated only for its proportionate share of such liabilities, costs, expenses (common or otherwise), charges and Assessments as set forth in this Declaration. EACH OWNER OF A UNIT AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT FROM SUCH OWNER'S SHARE OF ANY AND ALL LIABILITIES, COSTS, EXPENSES (COMMON OR OTHERWISE), CHARGES AND ASSESSMENTS ALLOCATED TO SUCH OWNER'S UNIT UNDER THE TERMS AND PROVISIONS OF THIS DECLARATION. This provision does not act to assign any rights retained by the "Declarant" as such term is defined in the Master Declaration or this Declaration.

2.2. **Adjacent Land Use**. Declarant makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property.

2.3. **Additional Property**. Additional real property may be annexed into the Regime and subjected to the Declaration and the jurisdiction of the Association with the approval of Owners holding at least sixty-seven percent (67%) of the total votes in the Association, or, during the Development Period, unilaterally by Declarant as permitted in Appendix "A". Annexation of additional property is accomplished by the Recording of an amendment to this Declaration, which will include a description of the additional real property. The amendment may include a description of the Units added to the Regime. Upon the annexation of such real property into the Regime such land will be considered part of the Property for the purposes of this Declaration.

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2.4. **Recorded Easements and Licenses**. In addition to the easements and restrictions contained in this Declaration and the Master Declaration, the Property is subject to all easements, licenses, leases, and encumbrances of record, including those described in Attachment 2 attached hereto, and as shown on a Recorded plat, each of which is incorporated herein by reference. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to be bound by prior-Recorded easements, licenses, leases, and encumbrances. Each Owner further agrees to maintain any easement that crosses the Owner's Unit and for which the Association does not have express responsibility.

2.5. **Common Elements**. The Common Elements of the Property consist of all of the Property, save and except the Units. The designation of Common Elements is determined by this Declaration. The Declarant may install, construct, or authorize certain Improvements on Common Elements in connection with the development of the Property, and the cost thereof is not a Common Expense of the Association. Thereafter, all costs attributable to Common Elements, including maintenance, insurance, and enhancements, are automatically the responsibility of the Association, unless this Declaration elsewhere provides for a different allocation for a specific Common Element.

ARTICLE 3
PROPERTY EASEMENTS, RIGHTS AND RESTRICTIONS

3.1. **General**. In addition to other easements, rights and restrictions established by the Documents, the Property is subject to the easements, rights and restrictions contained in this *Article 3*.

3.2. **Owner's Easement of Enjoyment**. Every Owner is granted a right and easement of enjoyment over the General Common Elements and the use of Improvements therein, subject to other limitations, rights and easements contained in the Documents. An Owner who does not occupy a Unit delegates this right of enjoyment to the Occupants of the Owner's Unit, and is not entitled to use the General Common Elements. In addition, every Owner is granted an easement over the General Common Elements, to the extent necessary, to provide access to an Owner's Unit and for utilities serving the Owner's Unit. The right of access for necessary ingress and egress to an Owner's Unit cannot be suspended by the Board for violations of the Documents or nonpayment of Assessments.

3.3. **Owner's Maintenance Easement**. Each Owner is hereby granted an easement over and across any adjoining Unit and Common Elements to the extent reasonably necessary to maintain or reconstruct such Owner's Unit, subject to the consent of the Board and the consent of the Owner of the adjoining Unit, or the consent of the Board in the case of Common Elements, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Unit or Common Elements. Requests for entry into an adjoining Unit must be made to the Board and the Owner of such Unit in advance. The consent of the adjoining Unit Owner will not be unreasonably withheld. Access to an adjoining

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Unit is limited, except in the case of an emergency that would threaten injury to person or property unless such maintenance was immediately performed, to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Access to the Common Elements for the purpose of maintaining or reconstructing any Unit must be approved in advance and in writing by the Board. The Board may require that access to the Common Elements be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. Absent an emergency that would threaten injury to person or property unless such maintenance was immediately performed, the Board may require that the Owner abide by additional reasonable rules with respect to use and protection of the Units and the Common Elements during any such maintenance or reconstruction. If an Owner damages an adjoining Unit or Common Element in exercising the easement granted hereunder, the Owner will be required to restore the Unit or Common Element to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Board or the Owner of the damaged Unit.

Notwithstanding the foregoing, no Owner, other than the Declarant, shall perform any work to any portion of his Unit or the Common Elements unless such work is approved in advance and in writing by the Architectural Reviewer.

3.4. **Owner's Ingress/Egress Easement**. Each Owner is hereby granted a perpetual easement over the Property, as may be reasonably required, for vehicular and pedestrian ingress to and egress from the Owner's Unit or the Limited Common Elements assigned thereto.

3.5. **Owner's Encroachment Easement**. Every Owner is granted an easement for the existence and continuance of any encroachment by the Owner's Unit on any adjoining Unit or Common Element now existing or which may come into existence hereafter, as a result of construction, repair, shifting, settlement, or movement of any portion of a Building, or as a result of condemnation or eminent domain proceedings, so that the encroachment may remain undisturbed so long as the Improvement stands. The easement granted herein is not intended to permit the continuance of any Improvement installed by an Owner not otherwise approved in advance by the Architectural Reviewer.

3.6. **Easement of Cooperative Support**. Each Owner is granted an easement of cooperative support over each adjoining Unit and Limited Common Element assigned thereto (if any) as needed for the common benefit of the Property, or for the benefit of a Building, or Units that share any aspect of the Property that requires cooperation. By accepting an interest in or title to a Unit, each Owner: (i) acknowledges the necessity for cooperation in a condominium; (ii) agrees to try to be responsive and civil in communications pertaining to the Property and to the Association; (iii) agrees to provide access to the Owner's Unit and Limited Common Elements when needed by the Association to fulfill its duties; and (iv) agrees to refrain from actions that interfere with the Association's maintenance and operation of the Property.

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3.7. **Association's Access Easement**. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Owner's Unit and all Improvements thereon for the following purposes:

(i) To perform inspections and/or maintenance that is permitted or required of the Association by the Documents or by Applicable Law.

(ii) To perform maintenance that is permitted or required of the Owner by the Documents or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(iii) To enforce the Documents.

(iv) To exercise self-help remedies permitted by the Documents or by Applicable Law.

(v) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(vi) To respond to emergencies.

(vii) To perform all Landscape Services.

(viii) To perform any and all functions or duties of the Association as permitted or required by the Documents or by Applicable Law.

Declarant also reserves for itself and the Master Association an easement of access and entry over, across, under, and through any and all Common Element cart paths, parks, and open spaces. The Declarant during the Development Period, and the Master Association, with the Declarant's consent during the Development Period, shall have the right to assign such easement, in whole or in part, exclusively or non-exclusively to any third party.

3.8. **Utility Easement**. Declarant, during the Development Period, and the Association thereafter, may grant permits, licenses, and easements over the Common Elements for utilities, and other purposes reasonably necessary for the proper operation of the Regime. Declarant, during the Development Period, and the Association thereafter, may grant easements over and across the Units and Common Elements to the extent necessary or required to provide utilities to Units; provided, however, that such easements will not unreasonably interfere with the use of any Unit for residential purposes. A company or entity, public or private, furnishing utility service to the Property, 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 Property;

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provided, however, this easement may not be exercised without prior notice to the Board and may not unreasonably interfere with the use of a Unit for residential purposes. Utilities may include, but are not limited to, water, irrigation, sewer, trash removal, electricity, gas, telephone, master or cable television, and security.

NOTICE

PLEASE READ CAREFULLY THE FOLLOWING PROVISIONS ENTITLED "SECURITY" AND "INJURY TO PERSON OR PROPERTY". THE PROVISIONS LIMIT THE RESPONSIBILITY OF DECLARANT AND THE ASSOCIATION FOR CERTAIN CONDITIONS AND ACTIVITIES.

3.9. **Security**. The Association may, but is not obligated to, maintain or support certain activities within the Property designed, either directly or indirectly, to improve safety in or on the Property. Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees are not providers, insurers, or guarantors of security within the Property. Each Owner and Occupant acknowledges and accepts that it is the sole responsibility of the Owner or Occupant to provide security for their own person and property, and each Owner and Occupant assumes all risks for loss or damage to same. Each Owner and Occupant further acknowledges that Declarant, the Association, and their respective directors, officers, committees, agents, and employees have made no representations or warranties, nor has the Owner or Occupant relied on any representation or warranty, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire, burglary, and/or intrusion systems recommended or installed, or any security measures undertaken within the Property. **Each Owner and Occupant acknowledges and agrees that Declarant, the Association, and their respective directors, officers, committees, agents, and employees may not be held liable for any loss or damage by reason of any failure to provide adequate security or the ineffectiveness of security measures undertaken.**

3.10. **Injury to Person or Property**. Neither the Association nor Declarant, or their respective directors, officers, committees, agents, and employees have a duty or obligation to any Owner, Occupant or their guests: (i) to supervise minor children or any other Person; (ii) to fence or otherwise enclose any Limited Common Element, General Common Element, or other Improvement; or (iii) to provide security or protection to any Owner, Occupant, or their guests, employees, contractors, and invitees from harm or loss. By accepting title to a Unit, each Owner agrees that the limitations set forth in this *Section 3.10* are reasonable and constitute the exercise of ordinary care by the Association and Declarant. **Each Owner agrees to indemnify and hold harmless the Association and Declarant, and Declarant's agents from any claim of damages, to Person or property arising out of an accident or injury in or about the Regime to the extent and only to the extent caused by the acts or omissions of such Owner, his tenant, his guests, employees, contractors, or invitees to the extent such claim is not covered by insurance maintained by the Association at the time of such accident or injury.**

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3.11. **Easement to Inspect and Right to Correct**. For a period of ten (10) years after expiration of the Development Period, Declarant reserves for itself and for Declarant's architect, engineer, other design professionals, builder, and general contractor the right, but not the duty, to inspect, monitor, test, redesign, correct, and relocate any structure, Improvement, or condition that may exist on any portion of the Property, including the Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising the easement reserved hereunder, will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of a utility panel may be warranted by a change of circumstance, imprecise siting, or desire to comply more fully with Applicable Law. This *Section 3.11* may not be construed to create a duty for Declarant or the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant, and the Declarant's architect, engineer, other design professionals, builder, and general contractor an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and each Unit for the purposes contained in this *Section 3.11*.

3.12. **Master Maintained Area**. The Master Association, by its execution of this Declaration, accepts responsibility for the maintenance, repair, and replacement of those portions of the Property designated as a "**Master Maintained Area**" or "MMA" on the Plat and Plans, or otherwise designated pursuant to this *Section 3.12*, from time to time, to be maintained, repaired, and replaced by the Master Association, the costs of which will be discharged through assessments levied by the Master Association in accordance with the Master Covenant. The Declarant during the Development Period, and after expiration of the Development Period the Board, with the advance written consent of the Master Association, may from time to time add to, subtract from, or otherwise modify the Master Maintained Area. The addition, subtraction, or modification of the Master Maintained Area shall be evidenced by a written Recorded instrument. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Master Association an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Elements and the Units.

3.13. **Master Association's Access Easement**. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, grants to the Master Association an easement of access and entry over, across, under, and through the Property, including without limitation, the Master Maintained Areas, all Common Elements, and the Owner's Unit and all Improvements thereon (excluding entry into the residence constructed on a Unit) for the following purposes:

(a) To maintain, repair, and replace the Master Maintained Areas and to perform inspections and/or other maintenance that is permitted or required of the Master Association by the Documents, the Master Documents, or by Applicable Law.

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(b) To perform maintenance that is permitted or required of the Owner by the Documents, the Master Documents, or by Applicable Law, if the Owner fails or refuses to perform such maintenance.

(c) To enforce the Master Documents or Documents.

(d) To exercise self-help remedies permitted by the Master Documents or by Applicable Law.

(e) To grant easements to utility providers as may be necessary to install, maintain, and inspect utilities serving any portion of the Property.

(f) To respond to emergencies.

(g) To perform any and all functions or duties of the Master Association as permitted or required by the Documents, the Master Documents, or by Applicable Law.

ARTICLE 4
DISCLOSURES

This *Article 4* discloses selective features of the Regime that may not be obvious to potential Owners and Occupants. Because features may change over time, no disclosure in this *Article 4* should be relied upon without independent confirmation.

4.1. **Service Contracts.** Declarant may have contracted, on behalf of the Owner, for one or more services to be provided by vendors to the Owner on a contract basis, such as intrusion monitoring and cable television. In exchange for such installations, Declarant may have contracted on behalf of the Owner for a period of service to the Owner's Unit. In that event, whether or not an Owner chooses to use the service, the Owner may be required to pay the Unit's share of the contract for the contract period. The Association may serve as the conduit for the service fees and payments, which may be considered Regular Assessments or Individual Assessments. **However, neither the Declarant nor the Association is the service provider and has no responsibility or liability for the availability or quality of the service, or for the maintenance, repair, or replacement of the wires, conduits, equipment, or other fittings relating to the contract service.**

4.2. **Water Quality Facilities, Drainage Facilities and Drainage Ponds**. The Property may include one or more water quality facilities, sedimentation, drainage and detention facilities, or ponds which serve all or a portion of the Property. The Association will be obligated to inspect, maintain and administer such water quality facilities, drainage facilities, and drainage ponds in good and functioning condition and repair, unless otherwise designated as Master Maintained Area(s). Each Owner is advised that any such water quality facilities, sedimentation, drainage and detention facilities and ponds are an active utility feature integral to the proper operation of the Regime and may periodically hold standing water. Each Owner is advised that entry into the

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water quality facilities, sedimentation, drainage and detention facilities or ponds may result in injury and is a violation of the Rules.

4.3. **Adjacent Thoroughfares.** The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

4.4. **Zoning.** No representations are made regarding the zoning of adjacent property. The zoning and use of adjacent property may change in the future.

4.5. **Outside Conditions.** Since in every neighborhood there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner or Occupant may find objectionable, and it shall be the sole responsibility of an Owner or Occupant to become acquainted with neighborhood conditions that could affect the Property and the Unit.

4.6. **Concrete.** Minor cracks in poured concrete, including foundations, sidewalks, driveways and patios, are inevitable as a result of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and movement of a Building.

4.7. **Construction Activities.** Declarant will be constructing portions of the Regime and engaging in other construction activities related to the construction of Units and Common Elements. Such construction activities may, from time to time, produce certain conditions within the Regime, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of Persons on the Regime. Notwithstanding the foregoing, all Owners and Occupants agree that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of this Declaration. Additionally, Declarant may construct temporary roadways, pathways, or other Improvements on the Property and adjacent property in conjunction with construction or development activities. These Improvements may be relocated, replaced, modified or removed, as determined by Declarant. Owners acknowledge that such changes may occur and agree to accommodate the relocation, replacement, modification or removal of such Improvements.

4.8. **Moisture.** Improvements may trap humidity created by general use and occupancy. As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Owners and Occupants, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially,

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mildew and/or mold. **Mold and/or mildew can grow in any portion of the Property that is exposed to elevated levels of moisture.**

4.9. **Encroachments.** Improvements may have been constructed on adjoining lands that encroach onto the Property. Declarant gives no representations or warranties as to property rights, if any, created by any such encroachments.

4.10. **Budgets.** Any budget prepared by or on behalf of the Association is based on estimated expenses only without consideration for the effects of inflation. The estimated expenses reflected on a budget may increase or decrease significantly when the actual expenses become known.

4.11. **Light and Views.** The natural light available to and views from a Unit can change over time due to among other things, additional development and the removal or addition of landscaping. **NATURAL LIGHT AND VIEWS ARE NOT PROTECTED.**

4.12. **Schools.** No representations are being made regarding which schools may now or in the future serve the Unit.

4.13. **Environment.** Land adjacent or near the Property may currently contain, or may be developed to contain in the future, residential and commercial uses. Sound and vibrations may be audible and felt from such things as sirens, whistles, horns, the playing of music, people speaking loudly, trash being picked up, deliveries being made, equipment being operated, dogs barking, construction activity, building and grounds maintenance being performed, automobiles, buses, trucks, ambulances, airplanes, trains and other generators of sound and vibrations typically found in an urban area. In addition to sound and vibration, there may be odors and light from signs, streetlights, other buildings, car headlights, commercial activities and other similar items typically found in an urban area. Sounds and vibrations can also be generated from sources located within a Unit or the Common Elements including heating and air conditioning equipment, pump rooms, other mechanical equipment, dogs barking and the playing of certain kinds of music.

4.14. **Unit Plans and Dimensions.** Any advertising materials, brochures, renderings, drawings, and the like, furnished by Declarant to Owner which purport to depict the Improvements to be constructed within the Property or any portion thereof, are merely approximations and do not necessarily reflect the actual as-built conditions of the same. Room dimensions, Unit size and elevations may vary due to the nature of the construction process and site conditions. If the Owner is concerned about any representations regarding room dimensions, Unit size and elevations, the Owner should conduct its own investigation of such matters prior to contracting for the purchase of a Unit.

4.15. **Water Runoff.** The Property may be subject to erosion and/or flooding during unusually intense or prolonged periods of rain. In addition, water may pond on various portions

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of the Property having impervious surfaces, such as the driveways, streets, patios, balconies, terraces and patios, as applicable.

4.16. **Upgrades**. The cost of upgrades may not necessarily result in a commensurate increase in the value of the Unit.

4.17. **Location of Utilities**. Declarant makes no representation as to the location of mailboxes, utility boxes, street lights, fire hydrants or storm drain inlets or basins.

4.18. **Marketing**. Declarant's use of a sales center and/or model Units or reference to other construction by Declarant is intended only to demonstrate the quality of possible finish details, the basic floor plans, and styles of Units available for purchase. The Units may not conform to any model Unit in any respect, or contain some or all of the amenities featured, such as furnishings and appliances. Likewise, any model Unit is intended only to demonstrate the size and basic architectural features of the project. The project or an individual Unit may not conform to the models displayed by Declarant. Declarant may have shown prospective purchasers model homes, floorplans, sketches, drawings, and scale models of Units or the project (collectively "**Promotional Aids**"). Owner understands and agrees that the Promotional Aids are conceptual, subject to change, for display purposes only, and may not be incorporated into the project or a Unit. Declarant retains the right to obtain and use photography of the Property (including any Unit) for publication and advertising purposes.

4.19. **Private Streets, Trails and Parks**. Private streets, trails and parks located within the Property (if any) are Common Elements and will be operated and maintained by the Association unless otherwise designated as Master Maintained Area(s). By acquiring a Unit in the Regime, each Owner acknowledges and agrees that use of any private streets, trails or parks will be subject to all applicable Rules. The Association, acting through the Board, has the express authority to adopt, amend, repeal, and enforce Rules for use of private streets, trails and parks, including but not limited to:

(i) Identification of vehicles used by Owners and Occupants and their guests.

(ii) Designation of guest parking areas, no-parking areas and loading/unloading zones.

(iii) Limitations or prohibitions on driveway parking.

(iv) Removal or prohibition of vehicles that violate applicable Rules.

(v) Access to community grill.

(vi) Fines for violations of applicable Rules.

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Private streets located within the Property shall provide perpetual access for police and other emergency vehicles, public and private utility maintenance and service personnel, solid waste collection services, the U.S. Postal Service, and government employees in pursuit of their official duties. Access to the private streets for the persons and entities referenced in the preceding sentence shall be reasonably provided by the Association.

ARTICLE 5
UNITS, LIMITED COMMON ELEMENTS & ALLOCATIONS

5.1. **Number of Units.** The Regime initially consists of twenty-six (26) Units. During the Development Period, Declarant, as permitted in Appendix "A", has reserved the right to create a total of thirty (30) Units on the Property and to add additional property to the Regime. To add Units or property to the Regime, Declarant during the Development Period may, from time to time, Record an amendment to this Declaration. The amendment will: (i) describe the property being added to the Regime, if applicable; (ii) describe and assign an identifying number to each new Unit; (iii) reallocate the Common Interest Allocation (computed pursuant to *Section 5.8* below) among all Units then existing within the Regime; (iv) describe any Limited Common Elements, if any, created or designated to each new Unit; and (v) with respect to new Units, include the information required by Section 82.055 and Section 82.059(b) of the Act, as applicable. The amendment will include a description of the Units added to the Regime if Declarant elects to create Units upon Recordation of the amendment, OR if Declarant elects to create additional Units subsequent to the Recordation of the amendment adding property to the Regime, the amendment will describe the property and include the information required by Section 82.055 and Section 82.059(b) of the Act, as applicable. No assurance is given as to the dispersion of new Units, total number of new Units, or size of such Unit.

5.2. **Unit Boundaries.** The boundaries and identifying number of each Unit are shown on the Plat and Plans attached as Attachment 1. The boundaries of each Unit are further described as follows:

5.2.1. Lower Boundary of the Unit: The horizontal plane parallel to and one hundred feet (100') below the finished grade of the land within the Unit as described and defined on Attachment 1.

5.2.2. Upper Boundary of the Unit: The horizontal plane parallel to and one hundred fifty feet (150') above the lower boundary of the Unit.

5.2.3. Lateral Boundaries of the Unit: A plane located on each side of a Unit perpendicular to the lower and upper horizontal planes, from the lower boundary of the Unit to the upper boundary of the Unit.

5.3. **Units Generally**. If the foregoing description of Unit boundaries is inconsistent with the Plat and Plans, then *Section 5.2* hereof will control. It is the express intent of the Declarant

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that the property described as being part of a Unit shall for all purposes herein be treated as and constitutes a lawfully described "Unit" as that term is defined in the Act. In the event that there is a final judicial determination by a court of competent jurisdiction that the boundaries of a Unit or any portion thereof are so indefinite and vague so as to not create a legally constituted "Unit" within the meaning of the Act, then that portion of the Unit that has not been adequately described shall be severed from the property deemed a part of the Unit (if the remainder of the Unit, excluding the severed portion thereof, constitutes a properly described "Unit" under the Act) and shall thereafter be deemed a Limited Common Element reserved to the exclusive use of said Unit, subject to the rights and obligations of other Owners with respect to said property.

5.4. **What a Unit Includes**. Each Unit includes the spaces and Improvements within the lower, upper, and lateral boundaries defined in *Section 5.2* above, including without limitation, the Building, landscaping, driveways, sidewalks, fences, yards, utility lines and meters, and all other Improvements located within the Unit. In addition to the Building and the Improvements located within the Unit, each Unit also includes Improvements, fixtures, and equipment serving the Unit exclusively, whether located within, outside, or below the Unit, including but not limited to any below-grade foundation, piers, retaining walls, fence, or other structural supports; plumbing, sewage and/or septic and utility lines, pipes, drains, and conduits; drainage facilities, and subterranean components of plant material, including roots of trees on the Unit; and any other below-grade item that serves or supports the Unit exclusively.

5.5. **Building Size**. The space contained within the vertical and horizontal boundaries of the Unit is not related to the size of the Building within the Unit. A Building may only occupy a portion of a Unit in a location approved in advance by the Architectural Reviewer.

5.6. **Initial Designations of Limited Common Elements**. Portions of the Common Elements may be allocated as Limited Common Elements on the Plat and Plans, attached hereto as Attachment 1, by use of "LCE" and the identifying number of the Unit(s) to which the Limited Common Element is appurtenant, or by use of a comparable method of designation.

5.7. **Subsequent Allocation of Limited Common Elements**. A Common Element not allocated by this Declaration as a Limited Common Element may be so allocated only in accordance with the Act or the provisions of this Declaration. Declarant has reserved the right as set forth in Appendix "A" of this Declaration, to create and assign Limited Common Elements within the Property.

5.8. **Common Interest Allocation**. The percentage of interest in the Common Elements (the "**Common Interest Allocation**") allocated to each Unit is set forth on Attachment 3 and is assigned to each Unit in accordance with a ratio of one (1) to the total number of Units established by this Declaration. The same formula will be used in the event the Common Interest Allocation is reallocated as a result of any increase or decrease in the number of Units subject to this Declaration. In the event an amendment to this Declaration is filed which reallocates the

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Common Interest Allocation as a result of any increase or decrease in the number of Units, the reallocation will be effective on the date such amendment is Recorded.

5.9. **Common Expense Liability.** The percentage of liability for Common Expenses allocated to each Unit (the "**Common Expense Liability**") and levied pursuant to *Article 6* is equivalent to the Common Interest Allocation assigned to the Unit in accordance with *Section 5.8*. Notwithstanding the foregoing, the liability for costs and expenses incurred by the Association to operate, maintain, repair, and replace each Wastewater System (the "**Wastewater System Expenses**") will be paid and allocated to the Owners of the Units served by such Wastewater System.

5.10. **Votes**. One (1) vote is allocated to each Unit. The one vote appurtenant to each Unit is weighted equally for all votes, regardless of the other allocations appurtenant to the Unit. In other words, the one vote appurtenant to each Unit is uniform and equal to the vote appurtenant to every other Unit.

ARTICLE 6
COVENANT FOR ASSESSMENTS

6.1. **Purpose of Assessments**. The Association will use Assessments for the general purposes of preserving and enhancing the Regime, and for the benefit of Owners and Occupants, including but not limited to maintenance of the Regime, management and operation of the Association, and any expense reasonably related to the purposes for which the Association was formed. If made in good faith, the Board's decision with respect to the use of Assessments is final.

6.2. **Personal Obligation**. An Owner is obligated to pay Assessments levied by the Board against the Owner or the Owner's Unit. Payments are made to the Association at its principal office or at any other place the Board directs. Payments must be made in full regardless of whether an Owner has a dispute with the Association, another Owner, or any other Person regarding any matter to which the Documents pertain. No Owner may exempt himself from such Owner's Assessment liability by waiver of the use or enjoyment of the Common Elements or by abandonment of such Owner's Unit. An Owner's obligation for Assessments is not subject to offset by the Owner, nor is it contingent on the Association's performance or lack thereof. Payment of Assessments is both a continuing affirmative covenant personal to the Owner and a continuing covenant running with the Unit.

6.3. **Types of Assessments**. There are five (5) types of Assessments: Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments. Additionally, each Unit is subject to the terms and provisions of the Master Declaration, and accordingly, each Owner will also be a mandatory member of the Master Association and the Master Condominium Association and be required to pay assessments to the Master Association and the Master Condominium Association in accordance with the Master Covenant and Master Declaration, respectively.

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6.4. **Regular Assessments**.

6.4.1. Purpose of Regular Assessments. Regular Assessments are used for Common Expenses related to the recurring, periodic, and anticipated responsibilities of the Association, including but not limited to:

(i) Maintenance, repair, and replacement, as necessary, of the Common Elements and Improvements, equipment, signage, and property owned by the Association.

(ii) Maintenance examination and report, as described in *Section 9.4*.

(iii) Utilities billed to the Association.

(iv) Pest control and other services obtained by the Association.

(v) Taxes on property owned by the Association and the Association's income taxes.

(vi) Management, legal, accounting, auditing, and professional fees for services to the Association.

(vii) Costs of operating the Association, such as telephone, postage, office supplies, printing, meeting expenses, and educational opportunities of benefit to the Association.

(viii) Insurance premiums and deductibles.

(ix) Contributions to the reserves.

(x) Any other expense which the Association is required by Applicable Law or the Documents to pay, or which, in the opinion of the Board, is necessary or proper for the operation and maintenance of the Regime or for enforcement of the Documents.

(xi) Landscape Services.

(xii) Administration, maintenance and repair of the Area of Common Responsibility, including but not limited to the costs of: (a) maintaining, repairing, and replacing, as necessary the Area of Common Responsibility; and (b) contributions to the reserve funds for capital improvements and replacement of the Area of Common Responsibility (to be repaired or replaced by the Association pursuant to Attachment 4 attached hereto).

6.4.2. Annual Budget-Regular. The Board will prepare and approve an annual budget with the estimated expenses to be incurred by the Association for each fiscal year. The

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budget will take into account the estimated income and Common Expenses of the Association for the year, contributions to reserve funds, and a projection for uncollected receivables. The Board will make the budget or a summary of the budget available to each Owner, although failure to receive a budget or budget summary will not affect an Owner's liability for Assessments. The Board will provide copies of the budget to Owners who make written request and pay a reasonable copy charge.

6.4.3. Basis of Regular Assessments. Regular Assessments will be based on the annual budget, minus estimated income from sources other than Regular Assessments. Each Unit will be liable for the Unit's share of the annual budget based on the Common Expense Liability allocated to such Unit. If the Board does not approve an annual budget or fails to determine new Regular Assessments for any year, or delays in doing so, Owners will continue to pay the Regular Assessment as last determined by the Board.

6.5. **Supplemental Increases**. If, during the course of a year, the Board determines that Regular Assessments are insufficient to cover the estimated Common Expenses of the Association for the remainder of the year, the Board may increase Regular Assessments for the remainder of the fiscal year in an amount that covers the estimated deficiency. Supplemental increases will be apportioned among the Units in the same manner as Regular Assessments.

6.6. **Special Assessments**. The Board may levy one or more Special Assessments against all Units for the purpose of defraying, in whole or in part, Common Expenses not anticipated by the annual budget or reserve funds. Special Assessments may be used for the same purposes as Regular Assessments. Special Assessments do not require the approval of the Owners, except that Special Assessments for the acquisition of real property must be approved by Owners representing at least a Majority of the votes in the Association. Special Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.7. **Utility Assessments**. This *Section 6.7* applies to utilities serving the Units and consumed by the Owner and/or Occupants that are billed to the Association by the utility provider, and which may or may not be sub-metered by or through the Association. The Board may levy a Utility Assessment against each Unit. The Board may allocate the Association's utility charges among the Units by any conventional and reasonable method. The levy of a Utility Assessment may include a share of the utilities for the Common Elements, as well as administrative and processing fees, and an allocation of any other charges that are typically incurred in connection with utility or sub-metering services. The Board may, from time to time, change the method of utility allocation, provided the method of allocation is reasonable.

6.8. **Individual Assessments**. The Board may levy an Individual Assessment against an Owner and the Owner's Unit. Individual Assessments may include, but are not limited to: (i) interest, late charges, and collection costs on delinquent Assessments; (ii) reimbursement for costs incurred in bringing an Owner or the Owner's Unit into compliance with the Documents; (iii) fines for violations of the Documents; (iv) transfer-related fees and resale certificate fees; (v) fees

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for estoppel letters and copies of the Documents; (vi) insurance deductibles; (vii) reimbursement for damage or waste caused by willful or negligent acts of the Owner, Occupant, or their agents, guests or invitees (including any waste caused by a leak in an Owner's Unit); and (viii) Common Expenses that benefit fewer than all of the Units, which may be assessed according to benefit received as reasonably determined by the Board.

6.9. **Deficiency Assessments**. The Board may levy a Deficiency Assessment against the Units for the purpose of defraying, in whole or in part, the cost of repair or restoration for the Common Elements, as necessary, performed by the Association or its permittees if insurance proceeds or condemnation awards prove insufficient. Deficiency Assessments will be apportioned among the Units in the same manner as Regular Assessments.

6.10. **Working Capital Fund.** Upon the transfer of a Unit (including both transfers from Declarant to the initial Owner, and transfers from one Owner to a subsequent Owner), a working capital fee in an amount equal to two (2) months of Regular Assessments will be paid from the transferee of the Unit to the Association for the Association's working capital fund. Each working capital contribution will be collected from the transferee of a Unit upon the conveyance of the Unit from one Owner (including Declarant) to another (expressly including any re-conveyances of the Unit upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien or the Master Association's assessment lien; (ii) transfer to, from, or by the Association or the Master Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent; (iv) any grantee who is the domestic partner or former spouse of the grantor; (v) any grantee that is a wholly-owned entity of the grantor; and (vi) any grantee to whom a Unit is conveyed by a will or through the law of intestacy. Contributions to the fund are not advance payments of Regular Assessments and are not refundable. Declarant may not use working capital fees collected hereunder to pay the operational expenses of the Association until the Declarant Control Period terminates. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital fund contribution attributable to a Unit (or all Units) by the Recordation of a waiver notice, which waiver may be temporary or permanent. The Declarant during the Development Period, and thereafter the Board, may modify the working capital fund assessment payable on the transfer of a Unit by the Recordation of a notice.

6.11. **Due Date**. Regular Assessments are due annually on January 31st or on such other date or frequency as the Board may designate in its sole and absolute discretion, and are delinquent if not received by the Association on or before such date. Utility, Special, Individual, and Deficiency Assessments are due on the date stated in the notice of Assessment or, if no date is stated, within ten (10) days after notice of the Utility, Special, Individual, or Deficiency Assessment is given.

6.12. **Reserve Funds**. The Association may maintain reserves at a level determined by the Board to be sufficient to cover the cost of operational or maintenance emergencies or

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contingencies, including deductibles on insurance policies maintained by the Association. The Association may maintain replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the Common Elements and the Area of Common Responsibility.

6.13. **Declarant's Right to Inspect and Correct Accounts.** For a period of ten (10) years after termination or expiration of the Development Period, Declarant reserves for itself and for Declarant's accountants and attorneys, the right, but not the duty, to inspect, correct, and adjust the Association financial records and accounts established during the Declarant Control Period. The Association may not refuse to accept an adjusting or correcting payment made by or for the benefit of Declarant. By way of illustration but not limitation, Declarant may find it necessary to re-characterize an expense or payment to conform to Declarant's obligations under the Documents or Applicable Law. This *Section 6.13* may not be construed to create a duty for Declarant or a right for the Association, and may not be amended without Declarant's written and acknowledged consent. In support of this reservation, each Owner, by accepting an interest in or title to a Unit, hereby grants to Declarant a right of access to the Association's books and records that is independent of Declarant's rights during the Declarant Control Period and the Development Period.

6.14. **Association's Right to Borrow Money**. The Association is granted the right to borrow money, subject to the ability of the Association to repay the borrowed funds from Assessments. To assist its ability to borrow, the Association is granted the right to encumber, mortgage, or pledge any of its real or personal property, and the right to assign its right to future income, as security for money borrowed or debts incurred, provided that the rights of the lender in the pledged property are subordinate and inferior to the rights of the Owners hereunder.

6.15. **Limitations of Interest**. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to Applicable Law. Notwithstanding anything to the contrary in the Documents or any other document or agreement executed or made in connection with the Association's collection of Assessments, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by Applicable Law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by Applicable Law, the excess amount will be applied to the reduction of unpaid applicable Assessments, or reimbursed to the Owner if those Assessments are paid in full.

6.16. **Audited Financial Statements**. The Association shall have an audited financial statement for the preceding full fiscal year of the Association prepared and made available within one hundred twenty (120) days after the Association's fiscal year-end.

6.17. **Collection of Master Condominium Assessments Levied Pursuant to Master Declaration.** In accordance with *Section 6.10* and *Section 3.3* of the Master Declaration, unless the Master Condominium Association elects otherwise, the Association will collect from each Owner

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the allocated share attributable to such Owner's Unit of Master Condominium Assessments. The percentage of liability for the Master Condominium Assessments allocated to each Unit is equal to the percentage of liability for Common Expenses allocated pursuant to *Section 5.9* and is assigned in accordance with a ratio of 1 to the total number of Units. The Master Condominium Assessments shall be paid by each Owner of a Unit together with the Regular Assessment levied hereunder by the Association. If, for any reason, the Association fails to collect the Master Condominium Assessments in conjunction with Regular Assessments, then the Association shall collect the Master Condominium Assessments from each Owner, and remit the Master Condominium Assessments to the Master Condominium Association in such manner as the Master Condominium Association may deem proper; provided, however, that, in any event, each Master Assessment will be remitted to the Master Condominium Association prior to the time when payment thereof is required by the terms and provisions of the Master Declaration.

ARTICLE 7
ASSESSMENT LIEN

7.1. **Assessment Lien**. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments to the Association. Each Assessment is a charge on the Unit and is secured by a continuing lien on the Unit. Each Owner, and each prospective Owner, is placed on notice that title to such Owner's Unit may be subject to the continuing lien for Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of Regular Assessments, Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments.

7.2. **Superiority of Assessment Lien**. The Assessment lien is superior to all other liens and encumbrances on a Unit, except only for: (i) real property taxes and assessments levied by governmental and taxing authorities; (ii) a Recorded deed of trust lien securing a loan for construction of Improvements upon the Unit or acquisition of the Unit; (iii) a deed of trust or vendor's lien Recorded before this Declaration; or (iv) a first or senior purchase money vendor's lien or deed of trust lien Recorded before the date on which the delinquent Assessment became due. The Assessment lien is superior to any Recorded assignment of the rights to insurance proceeds on the Unit unless the assignment is part of a superior deed of trust lien.

7.3. **Effect of Mortgagee's Foreclosure**. Foreclosure of a superior lien extinguishes the Association's claim against the Unit for unpaid Assessments that became due before the sale, but does not extinguish the Association's claim against the former Owner. The purchaser at the foreclosure sale of a superior lien is liable for Assessments coming due from and after the date of the sale.

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IF YOU FAIL TO PAY ASSESSMENTS TO THE ASSOCIATION, YOU MAY LOSE TITLE TO YOUR UNIT IF THE ASSOCIATION FORECLOSES ITS ASSESSMENT LIEN AGAINST YOUR UNIT.

7.4. **Notice and Release of Notice**. The lien established hereby for Assessments is created by Recordation of this Declaration, which constitutes record notice and perfection of the lien. No other Recordation of a lien or notice of lien is required. However, in the exercise of its lien rights, the Association may, at its option, cause a notice of the lien to be Recorded. Each lien filed by the Association must be prepared and filed by an attorney licensed to practice law in the State of Texas. If the debt is cured after a notice has been Recorded, the Association will Record a release of the notice at the expense of the curing Owner. The Association may require reimbursement of its costs of preparing and Recording the notice before granting the release.

7.5. **Power of Sale**. By accepting an interest in or title to a Unit, each Owner grants to the Association a private power of sale in connection with its Assessment lien. The Board may appoint, from time to time, any Person, including an officer, agent, trustee, substitute trustee, or attorney, to exercise the Association's lien rights on behalf of the Association, including the power of sale. Any such appointment must be in writing and may be in the form of a resolution duly adopted by the Board.

7.6. **Foreclosure of Lien**. The Assessment lien may be enforced by judicial or non-judicial foreclosure. A non-judicial foreclosure must be conducted in accordance with the provisions applicable to the exercise of powers of sale as set forth in Section 51.002 of the Texas Property Code, or in any manner permitted by Applicable Law. In any foreclosure, the Owner will be required to pay all costs and expenses for the proceedings, including reasonable attorneys' fees. The Association has the power to bid on the Unit at a foreclosure sale initiated by it and to acquire, hold, lease, mortgage, and convey same.

7.7. **Lien Rights Under Master Declaration**. In addition to the lien rights granted to the Association pursuant to the terms and provisions of this Declaration, in accordance with *Section 3.3* and *Article 7* of the Master Declaration, each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay Master Condominium Assessments in accordance with the terms and provisions of the Master Declaration. Each Master Assessment is a charge on the Unit and is secured by a continuing lien on the Unit as set forth in the Master Declaration. Each Owner, and each prospective Owner, is placed on notice that his title may be subject to the continuing lien for Master Condominium Assessments attributable to a period prior to the date the Owner purchased its Unit. An express lien on each Unit has been granted and conveyed by the Declarant under the Master Declaration to the Master Condominium Association to secure the payment of the Master Condominium Assessments. Each Owner is advised to review the Master Declaration

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(and, in particular, *Section 3.3*, *Article 7* and *Article 8* of the Master Declaration) for more information concerning the liens granted to secure payment of the Master Condominium Assessments.

ARTICLE 8
EFFECT OF NONPAYMENT OF ASSESSMENTS

8.1. **Generally**. An Assessment is delinquent if the Association does not receive payment in full by the Assessment's due date. The Association, acting through the Board, is responsible for taking action to collect all delinquent Assessments. From time to time, the Association may delegate some or all of its collection procedures and remedies, as it in its sole discretion deems appropriate, to a manager, attorney or a debt collector. Neither the Association nor the Board, however, is liable to an Owner or other Person for its failure or inability to collect or attempt to collect an Assessment. The following remedies are in addition to and not in substitution for all other rights and remedies which the Association may have pursuant to the Documents or Applicable Law.

8.2. **Interest**. Delinquent Assessments are subject to interest from the due date until paid, at a rate to be determined by the Board from time to time, not to exceed the lesser of eighteen percent (18%) per annum or the maximum permitted by Applicable Law. If the Board fails to establish a rate, the rate is ten percent (10%) per annum.

8.3. **Late Fees**. Delinquent Assessments are subject to reasonable late fees, at a rate to be determined by the Board from time to time.

8.4. **Collection Expenses**. The Owner of a Unit against which Assessments are delinquent is liable to the Association for reimbursement of reasonable costs incurred by the Association to collect the delinquent Assessments, including attorneys' fees and processing fees charged by the manager.

8.5. **Suspension of Vote**. Subject to the below-described limitations, if an Owner's account has been delinquent for at least thirty (30) days, the Association may suspend the right to vote appurtenant to the Unit during the period of delinquency. Suspension does not constitute a waiver or discharge of the Owner's obligation to pay Assessments. When the Association suspends an Owner's right to vote, the suspended Owner may nevertheless participate as a Member of the Association for the following activities: (i) be counted towards a quorum; (ii) attend meetings of the Association; (iii) participate in discussions at Association meetings; (iv) be counted as a petitioner for a special meeting of the Association; and (v) vote to remove a Director and for the replacement of the removed Director. If the number of suspended Members exceeds twenty percent (20%) of the total Members (Co-Owners of a Unit constituting one Member), all Members are eligible to vote. These limitations are imposed to prevent a Board from disenfranchising a large segment of the membership and to preserve the membership's right to remove and replace Directors.

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8.6. **Assignment of Rents.** Every Owner hereby grants to the Association a continuing assignment of rents to secure the payment of Assessments to the Association. If a Unit's account becomes delinquent during a period in which the Unit is leased, the Association may direct the tenant to deliver rent to the Association for application to the delinquent account, provided the Association gives the Owner notice of the delinquency, a reasonable opportunity to cure the debt, and notice of the Owner's right to a hearing before the Board. The Association must account for all monies received from a tenant and must remit to the Owner any rents received in excess of the past-due amount. A tenant's delivery of rent to the Association under the authority hereby granted is not a breach of the tenant's lease with the Owner and does not subject the tenant to penalties from the Owner.

8.7. **Acceleration**. If an Owner defaults in paying any Assessment that is payable in installments, the Association may accelerate the remaining installments on ten (10) days' written notice to the defaulting Owner. The entire unpaid balance of the Assessment becomes due on the date stated in the notice.

8.8. **Money Judgment**. The Association may file suit seeking a money judgment against an Owner delinquent in the payment of Assessments, without foreclosing or waiving the Association lien for Assessments.

8.9. **Notice to Mortgagee**. The Association may notify and communicate with any holder of a lien against a Unit regarding the Owner's default in the payment of Assessments.

8.10. **Application of Payments**. The Association may adopt and amend policies regarding the application of payments. After the Association notifies the Owner of a delinquency, any payment received by the Association may be applied in the following order: any assessments due and payable to the Master Association, Individual Assessments, Deficiency Assessments, Special Assessments, Utility Assessments, and (lastly) Regular Assessments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the Owner attaches conditions or directions contrary to the Association's policy for applying payments. The policies of the Association may provide that endorsement and deposit of a payment does not constitute acceptance, and that acceptance occurs when payment is posted to the Owner's account.

ARTICLE 9
MAINTENANCE AND REPAIR OBLIGATIONS

9.1. **Overview.** Generally, the Association, Master Condominium Association, or the Master Association maintains the Common Elements, and the Owner maintains the Owner's Unit. If any Owner fails to maintain its Unit, the Association may perform the work at the Owner's expense. This Declaration assigns portions of the Units and Improvements located therein to the Area of Common Responsibility. The Area of Common Responsibility is maintained by the Association and not the Owner. As of the date this Declaration is Recorded,

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the initial designation of components of Units and Improvements located therein included within the Area of Common Responsibility is attached hereto as Attachment 4.

9.2. **Association Maintains.** The Association's maintenance obligations will be discharged when and how the Board deems appropriate. Unless otherwise provided in this Declaration, the Association maintains, repairs and replaces, as a Common Expense, all Common Elements, the Wastewater System, the Area of Common Responsibility and any other component of a Unit delegated to the Association by this Declaration.

9.3. **Area of Common Responsibility**. The Declarant until expiration or termination of the Development Period, and the Association thereafter, has the right but not the duty to designate or modify, from time to time, portions of the Units as an Area of Common Responsibility to be treated, maintained, repaired, and/or replaced by the Association as a Common Expense. A designation applies to every Unit having the identified feature. The cost of maintaining the Area of Common Responsibility is added to the annual budget and assessed uniformly against all Units as a Regular Assessment, unless, after expiration of the Development Period, the Owners of at least a Majority of the Units decide to assess the costs as Individual Assessments.

9.3.1. Easement. The Association is hereby granted an easement over and across each Unit to the extent reasonably necessary or convenient for the Association or its designee to maintain, repair and/or replace the Area of Common Responsibility. If the Association damages any Improvements located within a Unit in exercising the easement granted hereunder, the Association will restore such Improvements to the condition which existed prior to any such damage, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

9.3.2. Change in Designation. Until expiration or termination of the Development Period, the Declarant may, from time to time, modify the Area of Common Responsibility, by a Recorded written instrument. After expiration or termination of the Development Period, the Association may, from time to time, modify the Area of Common Responsibility, by a Recorded written instrument; provided, however, that any modification to the Area of Common Responsibility must be approved by a Majority of the votes in the Association. During the Development Period, the Area of Common Responsibility may be modified or amended by the Declarant acting alone.

9.4. **Inspection Obligations**.

9.4.1. Contract for Services. In addition to the Association's maintenance obligations set forth in this Declaration, the Association may contract with or otherwise retain the services of independent, qualified, licensed individuals or entities to provide the Association with inspection services relative to the maintenance, repair and physical condition of the Regime.

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9.4.2. Schedule of Inspections. Inspections will take place in accordance with prudent business practices. A Guide to Association's Examination of Common Elements and Area of Common Responsibility is attached to this Declaration as Attachment 5. The inspectors shall provide written reports of their inspections to the Association promptly following completion thereof. The written reports shall identify any items of maintenance or repair that either require current action by the Association or will need further review and analysis. The Board shall report the contents of such written reports to the Members of the Association at the next meeting of the Members following receipt of such written reports or as soon thereafter as reasonably practicable and shall include such written reports in the minutes of the Association. Subject to the provisions of this Declaration below, the Board shall promptly cause all matters identified as requiring attention to be maintained, repaired, or otherwise pursued in accordance with prudent business practices and the recommendations of the inspectors.

9.4.3. Notice to Declarant. During the Development Period, the Association shall, if requested by Declarant, deliver to the Declarant ten (10) days advance written notice of all such inspections (and an opportunity to be present during such inspection, personally or through an agent) and shall provide Declarant (or its designee) with a copy of all written reports prepared by the inspectors.

9.4.4. Limitation. The provisions of this *Section 9.4* shall not apply during the Declarant Control Period unless otherwise directed by the Declarant.

9.5. **Owner Responsibility**. Every Owner has the following responsibilities and obligations for the maintenance, repair, and replacement of the Property, unless such portions of the Unit or Improvements located therein are maintained by the Association as an Area of Common Responsibility:

(i) To maintain, repair, and replace the Owner's Unit and all Improvements constructed therein or thereon.

(ii) The routine cleaning of any yard space, patio, terrace, and/or balcony within an Owner's Unit, keeping the same in a neat, clean, odorless, orderly, and attractive condition.

(iii) To maintain, repair, and replace all portions of the Property for which the Owner is responsible under this Declaration or by agreement with the Association.

(iv) To not do any work or to fail to do any work which, in the reasonable opinion of the Board, would materially jeopardize the soundness and safety of the Property, reduce the value thereof, or impair any easement or real property right thereto.

(v) To be responsible for such Owner's own willful or negligent acts and those of the Owner or the Occupant's family, guests, agents, employees, or contractors when those acts necessitate maintenance, repair, or replacement of Common Elements, the

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property of another Owner, or any component of the Property for which the Association has maintenance or insurance responsibility.

9.6. **Landscape Services.**

9.6.1. Generally. The Association will cause the Landscape Services to be provided to each Wastewater System Area. Accordingly, the Association is hereby granted an easement over and across each Unit to the extent reasonably necessary or convenient for the Association or its designated landscaping contractor to perform Landscape Services. Access to each Wastewater System Area is limited to Monday through Saturday, between the hours of 7 a.m. until 6 p.m., and then only in conjunction with actual performance of Landscape Services. If the Association damages any Improvements located within a Unit in exercising the easement granted hereunder, the Association will be required to restore such Improvements to the condition which existed prior to any such damage, at the Association's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Association is notified in writing of the damage by the Owner of the damaged Improvements.

9.6.2. Allocation. The costs of the Landscape Services may be discharged through Individual Assessments levied equally amongst all Units benefited by the Landscape Services as reasonably determined by the Board.

9.6.3. Dates. The Association or its designated landscape company may, from time to time, provide each Owner with a schedule of dates on which Landscape Services will be performed.

9.6.4. Alterations. Any alterations in the landscaping of any portion of a Wastewater System Area must be approved in writing by Declarant and/or the Architectural Reviewer prior to the alterations being made.

9.6.5. Owner or Occupant Repair. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed by an Owner or Occupant that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant, and the Owner and Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

9.6.6. Termination or Modification of Services. The Declarant during the Development Period, and the Board thereafter, will have the right to terminate or modify the Landscape Services.

9.6.7. Release and Hold Harmless. The Association shall not be liable for injury or damage to Person or property caused by the elements, by the Owner or Occupant of any Unit or any other Person, or resulting from the Landscape Services, or any utility,

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rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder. The Association shall not be liable to any Owner or Occupant of any Unit for loss or damage, by theft or otherwise, of any property, which may be stored in or upon any of the Common Elements or any Unit. The Association shall not be liable to any Owner or Occupant, for any damage or injury caused in whole or in part by the Association's failure to discharge its maintenance responsibilities under this Declaration. No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under the Documents or for inconvenience or discomfort arising from the making of repairs or Improvements which are the responsibility of the Association or from any action taken by the Association to comply with any Applicable Law.

9.7. **Disputes**. If a dispute arises regarding the allocation of maintenance responsibilities by the Documents, the dispute will be resolved by the Board. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of Association responsibility. It is the intent of this *Article 9* that all components and areas not expressly delegated to the Association are the responsibility of the individual Owners unless otherwise approved by the Board.

9.8. **Warranty Claims**. If the Owner is the beneficiary of a warranty against defects of the Common Elements, the Owner irrevocably appoints the Association, acting through the Board, as his attorney-in-fact to file, negotiate, receive, administer, and distribute the proceeds of any claim against the warranty that pertains to Common Elements.

9.9. **Owner's Default in Maintenance**. If the Board determines that an Owner has failed to properly discharge such Owner's obligation to maintain, repair, and replace items for which the Owner is responsible, the Board may give the Owner written notice of the Association's intent to provide the necessary maintenance at the Owner's expense. The notice must state, with reasonable particularity, the maintenance deemed necessary and a reasonable period of time in which to complete the work. If the Owner fails or refuses to timely perform the maintenance, the Association may do so at the Owner's expense, which will be levied as an Individual Assessment against the Owner and the Owner's Unit. In case of an emergency, however, the Board's responsibility to give the Owner written notice may be waived and the Board may take any action it deems necessary to protect persons or property, the cost of the action being the Owner's expense and levied as an Individual Assessment.

9.10. **Maintenance of the Wastewater System**. The Association shall be responsible for operating, maintain, repairing and replacing the Wastewater System. All operation, maintenance, repair and replacement required to be performed by the Association shall be performed in accordance with industry standards and/or Applicable Law. Notwithstanding the provisions of this Section, each Owner will be responsible for maintaining the tank, grinder pump

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and associated controls that exclusively serve such Owner's Unit and connects the Owner's Unit to the Wastewater System.

ARTICLE 10
ARCHITECTURAL COVENANTS AND CONTROL

10.1. **Purpose**. Because the Units are part of a single, unified community, the Architectural Reviewer has the right to regulate the appearance of all Improvements in order to preserve and enhance the Property's value and architectural harmony. The Architectural Reviewer has the right to regulate every aspect of proposed or existing Improvements on the Property, including replacements or modifications of original construction or installation. During the Development Period, the primary purpose of this *Article 10* is to reserve and preserve Declarant's right of architectural control. Notwithstanding anything to the contrary stated herein, Improvements constructed on the Property and all architectural modifications made thereto that are made by the Declarant or its designee shall not be subject to approval pursuant to this *Article 10*. Each Owner is advised that the Architectural Reviewer shall in no event approve any alteration, expansion or modification to any Improvement if such alteration, expansion or modification will cause the Wastewater System (as such term is defined in the Master Declaration) to exceed 5,000 gallons per day.

10.2. **Architectural Reviewer.** Until expiration or termination of the Development Period, the Architectural Reviewer shall mean Declarant or its designee. Upon expiration of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Board or a committee appointed by the Board.

10.3. **Architectural Control by Declarant**.

10.3.1. Declarant as Architectural Reviewer. During the Development Period, the Architectural Reviewer shall mean Declarant or its designee, and neither the Association or the Board, nor a committee appointed by the Association or the Board (no matter how the committee is named) may involve itself with the review and approval of any Improvements. Declarant may designate one or more Persons from time to time to act on its behalf as Architectural Reviewer in reviewing and responding to applications pursuant to this *Article 10*.

10.3.2. Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the Improvements within the Property do not impair Declarant's ability to market Units in the Regime. Accordingly, each Owner agrees that during the Development Period, no Improvements will be started or progressed without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. In reviewing and acting on an application for approval, the Architectural Reviewer may act solely in its self-interest and owes no duty to any other Person or any organization.

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10.3.3. Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its rights as Architectural Reviewer to the Board or a committee appointed by the Board comprised of Persons who may or may not be members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral right of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason.

10.4. **Architectural Control by Association**. Upon Declarant's delegation, in writing, of all or a portion of its reserved rights as Architectural Reviewer to the Board, or upon the expiration or termination of the Development Period, the Association will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer hereunder and the Board, or a committee appointed by the Board, is the Architectural Reviewer and shall exercise all architectural control over the Property.

10.5. **Limits on Liability**. Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents will have any liability for decisions made as Architectural Reviewer in good faith, and which are not arbitrary or capricious. Neither the Declarant, nor the Board, or their directors, officers, committee members, employees or agents are responsible for: (i) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws. Approval of a modification or Improvement may not be deemed to constitute a waiver of the right to withhold approval of similar proposals, plans or specifications that are subsequently submitted.

10.6. **Prohibition of Construction, Alteration and Improvement**. Without the Architectural Reviewer's prior written approval, no Person may commence or continue any construction, alteration, addition, Improvement, installation, modification, redecoration, or reconstruction of or to the Property, or do anything that affects the appearance, use, or structural integrity of the Property. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of a Building, provided that such action is not visible from any other portion of the Property; provided, however, that the foregoing sentence shall not include any modifications, alterations or repair of the exterior any Building. Notwithstanding the foregoing, in no event shall any alteration or modification to any Improvement cause the Wastewater System (as such term is defined in the Master Declaration) to exceed 5,000 gallons per day.

YOU CANNOT CHANGE THE EXTERIOR OF ANY BUILDING WITHIN YOUR UNIT UNLESS YOU HAVE THE SIGNED CONSENT OF THE ARCHITECTURAL REVIEWER.

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10.7. **Prohibition of Construction within Floodplain**. One or more portions of the Property lie within the limits of the 100-year floodplain. No Improvements shall be placed within the floodplain unless otherwise approved in accordance herewith. Any filling or other Improvements placed within the floodplain shall require review and approval from the applicable governmental authority and the Architectural Reviewer prior to construction of such Improvements or fill material being placed.

10.8. **No Deemed or Verbal Approval**. Approval by the Architectural Reviewer may not be deemed, construed, or implied from an action, a lack of action, or a verbal statement by the Declarant, Declarant's representative or designee or the Association, an Association director or officer, a member or chair of the Declarant or Board-appointed architectural control committee, the Association's manager, or any other representative of the Association. To be valid, approval of the Architectural Reviewer must be: (i) in writing; (ii) on a form or letterhead issued by the Architectural Reviewer; (iii) signed and dated by a duly authorized representative of the Architectural Reviewer, designated for that purpose; (iv) specific to a Unit; and (v) accompanied by detailed plans and specifications showing the proposed change. If the Architectural Reviewer fails to respond in writing – negatively, affirmatively, or requesting information – within sixty (60) days after the Architectural Reviewer's actual receipt of the Owner's application, **the application is deemed denied**. **Under no circumstance may approval of the Architectural Reviewer be deemed, implied or presumed**. If the Architectural Reviewer approves a change, the Owner or the Architectural Reviewer may require that the architectural approval be Recorded, with the cost of Recordation borne by the Owner. Architectural Reviewer approval of an architectural change automatically terminates if work on the approved Improvement has not started by the commencement date stated in the Architectural Reviewer's approval and thereafter diligently prosecuted to completion, or, if no commencement date is stated, within ninety (90) days after the date of Architectural Reviewer approval.

10.9. **Application**. To request Architectural Reviewer approval, an Owner must make written application and submit one (1) set of plans and specifications showing the nature, kind, shape, color, size, materials, and locations of the work to be performed. The application must clearly identify any requirement of this Declaration for which a variance is sought. If the application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain such permit and provide a copy to the Architectural Reviewer in conjunction with the application. The Architectural Reviewer may return one set of plans and specifications to the applicant marked with the Architectural Reviewer's response, such as "Approved," "Denied," or "Submit Additional Information." The Architectural Reviewer has the right, but not the duty, to evaluate every aspect of construction and property use that may alter or adversely affect the general value of appearance of the Property.

10.10. **Owner's Duties**. If the Architectural Reviewer approves an Owner's application, the Owner may proceed with the Improvement, provided:

(i) The Owner complies with *Section 3.3*.

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(ii) The Owner must adhere strictly to the plans and specifications which accompanied the application.

(iii) The Owner must initiate, diligently prosecute, and complete the Improvement in a timely manner.

(iv) If the approved application is for work that requires a building permit from a municipality or other regulatory authority, the Owner must obtain the appropriate permit. The Architectural Reviewer's approval of plans and specifications does not mean that such plans and specifications comply with a municipality or other regulatory authority's requirements. Alternatively, approval by a municipality or other regulatory authority does not ensure Architectural Reviewer approval.

ARTICLE 11
USE RESTRICTIONS

11.1. **Variance.** The use of the Regime is subject to the restrictions contained in this Declaration, and subject to the Rules. The Declarant may grant a variance or waiver of a restriction or Rule during the Development Period. The Board, with the Declarant's written consent during the Development Period, may grant a variance or waiver of a restriction or Rule on a case-by-case basis when unique circumstances dictate, and may limit or condition its grant. To be effective, a variance must be in writing and executed by the Declarant and/or a Majority of the Board, as applicable. The grant of a variance shall not constitute a waiver or estoppel of the right to deny a variance in other circumstances.

11.2. **Declarant Privileges.** In connection with the development and marketing of Units, Declarant has reserved a number of rights and privileges to use the Regime in ways that are not available to other Owners or Occupants. Declarant's exercise of a right that appears to violate the Documents does not constitute waiver or abandonment of applicable provision of the Documents.

11.3. **Association's Right to Promulgate Rules and Amend Community Manual**. The Association, acting through the Board, is granted the right to adopt, amend, repeal, and enforce reasonable Rules, and penalties for infractions thereof, regarding the occupancy, use, disposition, maintenance, appearance, and enjoyment of the Property. The Association, acting through a Majority of the Board, is further granted the right to amend, repeal, and enforce the Community Manual, setting forth therein such policies governing the Association as the Board determines to be in the best interest of the Association, in its sole and absolute discretion; provided, however, that during the Development Period, any modification, amendment or repeal to the Community Manual or the Rules, and each new policy or Rule, must be approved in advance and in writing by the Declarant.

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EVERY OCCUPANT IS EXPECTED TO COMPLY WITH RULES ADOPTED BY THE BOARD OF DIRECTORS.

11.4. **Rules**. In addition to the restrictions contained in this *Article 11*, each Unit is owned and occupied subject to the right of the Board to establish Rules, and penalties for infractions thereof, governing:

(i) Use of Common Elements.

(ii) Hazardous, illegal, or annoying materials or activities on the Property.

(iii) The use of Property-wide services provided through the Association.

(iv) The consumption of utilities billed to the Association.

(v) The use, maintenance, and appearance of anything visible from the street, Common Elements, or other Units.

(vi) The occupancy and leasing of Units.

(vii) Animals.

(viii) Vehicles.

(ix) Disposition of trash and control of vermin, termites, and pests.

(x) Anything that interferes with maintenance of the Property, operation of the Association, administration of the Documents, or the quality of life for Occupants.

During the Development Period, all Rules must be approved in advance and in writing by the Declarant.

11.5. **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for anywhere on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, exotic snakes or lizards, ferrets, monkeys or other exotic animals). Customary domesticated household pets may be kept subject to the Rules. The Board may adopt, amend, and repeal Rules regulating the types, sizes, numbers, locations, and behavior of animals on the Property. If the Rules fail to establish animal occupancy quotas, an Owner or Occupant shall be allowed no more than three (3) cats and dogs in the aggregate. Permission to maintain other types or additional numbers of household pets must be obtained in writing from the Board. The Board may require or effect the removal of any animal determined to be in violation of the Rules.

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11.6. **Annoyance**. No Unit or Limited Common Element may be used in any way that: (i) may reasonably be considered annoying to neighbors; (ii) may be calculated to reduce the desirability of the Property; (iii) may endanger the health or safety of Occupants; (iv) may result in the cancellation of insurance on any portion of the Property; (v) violates any Applicable Law; or (vi) creates noise or odor pollution. The Board has the sole authority to determine what constitutes an annoyance.

11.7. **Appearance**. Both the exterior and the interior of the Buildings must be maintained in a manner so as not be unsightly when viewed from the street, Common Elements, or neighboring Units. The Board will be the arbitrator of acceptable appearance standards.

11.8. **Declarant Privileges**. In connection with the development and marketing of the Property, Declarant has reserved a number of rights and privileges to use the Property in ways that are not available to other Occupants, as provided in Appendix A of this Declaration. Declarant's exercise of a Development Period right that appears to violate a Rule or a provision of this *Article 11* does not constitute waiver or abandonment of the restriction by the Association.

11.9. **Drainage**. No person may interfere with the established drainage pattern over any part of the Property unless an adequate alternative provision for proper drainage has been approved by the Board.

11.10. **Garages**. Garages may not be enclosed or used for any purpose that would prohibit the parking of operable vehicles therein. Trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles may not fit into the garages. Declarant makes no representations or warranties that any trucks, sports utility vehicles, vans, minivans, large sedans, or any other vehicles other than compact passenger vehicles will actually fit into any garage parking spaces.

11.11. **Driveways**. Sidewalks, driveways, and other passageways may not be used for parking vehicles or for any purpose that interferes with their ongoing use as routes of vehicular or pedestrian access.

11.12. **Landscaping**. No person may install new landscaping which is visible from adjacent Units or General Common Elements without the prior written authorization of the Architectural Reviewer.

11.13. **Noise and Odor**. An Occupant must exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious odors that are likely to disturb or annoy Occupants of neighboring Units. The Rules may limit, discourage, or prohibit noise-producing activities and items in the Units and on the Common Elements.

11.14. **Residential Use**. The use of a Unit is limited exclusively to residential purposes or any other use permitted by this Declaration. This residential restriction does not, however, prohibit an Occupant from using the Unit for personal business or professional pursuits provided

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that: (i) the uses are incidental to the use of the Unit as a residential dwelling; (ii) the uses conform to Applicable Law; (iii) there is no external evidence of the use; (iv) the use does not entail visits to the Unit by employees or the public; and (v) the uses do not interfere with the use and enjoyment of other Units. Other than the air conditioned part of a Unit, no thing or structure on the Property may be occupied as residence at any time by any Person.

11.15. **Signs.** No sign of any kind may be erected, placed, or permitted to remain on the Property unless written approval has been obtained in advance from the Architectural Reviewer. The Architectural Reviewer may adopt sign guidelines associated with the erection and display of certain signs which guidelines may govern the location, nature, dimensions, number, and time period a sign may remain on the Property or a Unit. As used in this *Section 11.15*, "sign" includes, without limitation, lettering, images, symbols, pictures, shapes, lights, banners, and any other representation or medium that conveys a message. The Architectural Reviewer may cause the immediate removal of any sign or object which has not been approved in advance by the Architectural Reviewer.

Notwithstanding the foregoing, candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited.

11.16. **Structural Integrity.** No person may directly or indirectly impair the structural soundness or integrity of a Building or other Unit, nor do any work or modification that will impair an easement or real property right.

11.17. **Vehicles; Guest Parking.** All vehicles on the Property, whether owned or operated by the Residents or their families and guests, are subject to this *Section 11.17* and any Rules regulating the types, sizes, numbers, conditions, uses, appearances, and locations of vehicles on the Property. The Board may prohibit any vehicle from which the Board deems to be a nuisance, unsightly, or inappropriate. The Board may prohibit sales, storage, washing, repairs, or restorations of vehicles on the Property. Vehicles that transport inflammatory or explosive cargo are prohibited from the Property at all times. No vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard on the Property. No vehicle may park on any street or other area designated as a fire lane. The Association may affect the removal of any vehicle in violation of this *Section 11.17* or the Rules without liability to the owner or operator of the vehicle.

11.18. **Decorations and Lighting.** No decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the Building or on the front yard or on any other portion of a Unit which is visible from any street or General Common Element, unless such specific items have been approved in writing by the

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Architectural Reviewer. Customary seasonal decorations for holidays are permitted without approval by the Architectural Reviewer but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Unit and so as not to affect or reflect into surrounding Units.

11.19. **Tanks**. No leaching cesspool, propane tank or elevated tanks used for fluid storage, including oil, may be erected, placed or permitted on any Unit. This provision will not apply to a tank used to operate a standard residential gas grill.

11.20. **Antennas**. Except as expressly provided below, no exterior radio, television or communications antenna or aerial or satellite dish or disc, nor any solar energy system (collectively, an "**Antenna/Dish**"), shall be erected, maintained, or placed on a Unit without the prior written approval of the Architectural Reviewer.

11.20.1. Dishes Over One Meter Prohibited. Unless otherwise approved by the Architectural Reviewer, an Antenna/Dish which is over one meter in diameter is prohibited within the Regime.

11.20.2. Notification. An Owner or Occupant who wishes to install an Antenna/Dish one meter or less in diameter (a "**Permitted Antenna**") must submit a written notice to the Architectural Reviewer, which notice must include the Owner or Occupant's installation plans for the satellite dish.

11.20.3. One Dish Limitation. Unless otherwise approved by the Architectural Reviewer, only one Permitted Antenna per Unit is permitted. In the event an acceptable quality signal for video programming or wireless communications cannot be received from one satellite dish, the Owner must provide written notification to the Architectural Reviewer. Upon notification, the Owner will be permitted to install an additional Permitted Antenna if a single Permitted Antenna is not sufficient for the reception of an acceptable quality signal and the use of an additional Permitted Antenna results in the reception of an acceptable quality signal.

11.20.4. Permitted Installation Locations – Generally. An Owner or Occupant may erect a Permitted Antenna (after written notification has been provided to the Architectural Reviewer) **if** the Owner or Occupant has an exclusive use area in which to install the antenna. An "exclusive use area" is an area in which only the Owner or Occupant may enter and use to the exclusion of all other Owners and Occupants. Unless otherwise approved by the Architectural Reviewer, the Permitted Antenna must be entirely within the exclusive use area of the Owner's Unit.

A Permitted Antenna or the use of a Permitted Antenna may not interfere with satellite or broadcast reception to other Units or the Common Elements, or otherwise be a nuisance to Occupants of other Units or to the Association. A Permitted Antenna exists at the sole risk of the Owner and/or Occupant of the Unit. The Association does not insure the Permitted Antenna and is not liable to the Owner or any other person for any loss or damage to the Permitted Antenna

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from any cause. The Owner will defend and indemnify the Architectural Reviewer and the Association, its directors, officers, and Members, individually and collectively, against losses due to any and all claims for damages or lawsuits, by anyone, arising from his Permitted Antenna. The Architectural Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of a Permitted Antenna.

11.20.5. Preferred Installation Locations. A Permitted Antenna may be installed in a location within the Unit from which an acceptable quality signal can be obtained and where least visible from the street and the Regime, other than the Unit. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Architectural Reviewer are as follows:

(i) attached to the back of the Building, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street; then

(ii) attached to the side of the Building, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Units and the street.

11.21. **Solar Energy Device**. A "Solar Energy Device" means a system of or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power. Approval by the Architectural Reviewer is required prior to installing a Solar Energy Device.

The Architectural Reviewer is not responsible for: (a) errors in or omissions in the application submitted to the Architectural Reviewer for approval; (b) supervising the installation or construction to confirm compliance with an approved application; or (c) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

11.21.1. Approval Application. To obtain approval of a Solar Energy Device, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Solar Application.

11.21.2. Approval Process. The decision of the Architectural Reviewer will be made in accordance with *Article 10*. The Architectural Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 11.21.3* below **UNLESS** the Architectural Reviewer makes a written determination that placement of the Solar Energy Device, despite

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compliance with *Section 11.21.3*, will create a condition that substantially interferes with the use and enjoyment of the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Units immediately adjacent to the Owner/applicant's Unit provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 11.21* when considering any such request.

Each Owner is advised that if the Solar Application is approved by the Architectural Reviewer, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the Architectural Reviewer may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the Unit; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this *Section 11.21* and may subject the Owner to fines and penalties. Any requirement imposed by the Architectural Reviewer to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

11.21.3. Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located within the Owner's Unit, entirely within a fenced area within the Owner's Unit, or entirely within a fenced patio located within the Owner's Unit. If the Solar Energy Device will be located on the roof of the residence located within the Owner's Unit, the Architectural Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) above the energy production of the Solar Energy Device if installed in the location designated by the Architectural Reviewer. If the Owner desires to contest the alternate location proposed by the Architectural Reviewer, the Owner should submit information to the Architectural Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of or the patio located within the Owner's Unit, no portion of the Solar Energy Device may extend above the fence line.

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(ii) If the Solar Energy Device is mounted on the roof of the principal residence located within the Owner's Unit, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Energy Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

11.22. **Rainwater Harvesting Systems**. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Architectural Reviewer.

11.22.1. Application. To obtain Architectural Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Rain System Application.

11.22.2. Approval Process. The decision of the Architectural Reviewer will be made in accordance with *Article 10* of the Declaration. Any proposal to install a Rainwater Harvesting System on Common Elements must be approved in advance and in writing by the Architectural Reviewer, and the Architectural Reviewer need not adhere to this policy when considering any such request.

11.22.3. Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Rain System Application and Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed within the Owner's Unit, as reasonably determined by the Architectural Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed within the Owner's Unit and any adjoining or adjacent street.

(iv) There is sufficient area within the Owner's Unit to install the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

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(v) If the Rainwater Harvesting System will be installed on or within the side yard of a Unit, or would otherwise be visible from a street, Common Element, or another Owner's Unit, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. See *Section 11.22.4* for additional guidance.

11.22.4. Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Unit, or would otherwise be visible from a street, Common Element, or another Owner's Unit, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Element, or another Owner's Unit. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Unit, or would otherwise be visible from a street, Common Element, or another Owner's Unit, any additional regulations imposed by the Architectural Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

11.23. **Flags.** An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or a collegiate or professional sports team flag ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence located within the Owner's Unit near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**") located within an Owner's Unit. Only one (1) Permitted Flagpole is allowed per residence located within the Owner's Unit. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Reviewer.

Approval by the Architectural Reviewer is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Unit ("**Freestanding Flagpole**"). The Architectural Reviewer is not responsible for: (i) errors in or omissions in the application submitted to the Architectural Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

11.23.1. Approval Application. To obtain Architectural Reviewer approval of any Freestanding Flagpole, the Owner shall provide a request to the Architectural Reviewer in accordance with *Article 10*, including the following information: (i) the location of the flagpole to be installed on the Unit; (ii) the type of flagpole to be installed; (iii) the dimensions of the flagpole; and (iv) the proposed materials of the flagpole (the "**Flagpole Application**"). A Flagpole Application may only be submitted by an Owner UNLESS the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Flagpole Application.

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11.23.2. Approval Process. The decision of the Architectural Reviewer will be made in accordance with *Article 10*. Any proposal to install a Freestanding Flagpole on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this *Section 11.23* when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the Architectural Reviewer, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the Architectural Reviewer may require the Owner to: (a) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the Unit; or (b) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this *Section 11.23* and may subject the Owner to fines and penalties. Any requirement imposed by the Architectural Reviewer to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

11.23.3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(i) No more than one (1) Freestanding Flagpole OR no more than one (1) Permitted Flagpole is permitted per residence located within the Owner's Unit, on which only Permitted Flags may be displayed;

(ii) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(iv) With the exception of flags displayed on Common Elements and any Unit which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law;

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(vi) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(vii) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(viii) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(ix) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

11.24. **Xeriscaping**. Drought-resistant landscaping or water-conserving turf known as xeriscaping ("**Xeriscaping**") may be installed on a Unit. Approval by the Architectural Reviewer is required prior to installing Xeriscaping:

11.24.1. Application. To obtain Architectural Reviewer approval of Xeriscaping, the Owner shall provide a request to the Architectural Reviewer in accordance with *Article 10*, including the following information: (i) the proposed site location of the Xeriscaping on the Owner's Unit; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application.

11.24.2. Approval Process. The decision of the Architectural Reviewer will be made in accordance with *Article 10*. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

11.24.3. Approval Conditions. Each Owner is advised that if the Xeriscaping Application is approved by the Architectural Reviewer, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Architectural Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and

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reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the Architectural Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

11.24.4. Aesthetically Compatibility. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must be aesthetically compatible with other landscaping in the Regime as reasonably determined by the Architectural Reviewer. For purposes of this Xeriscaping policy, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the Regime. For example, an Owner's Unit plan may be denied if the Architectural Reviewer determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall Regime; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent Owner, resulting in a reduction of aesthetic appeal of the adjacent Owner's Unit.

11.25. **Wastewater System Area**. No Improvements, excluding the Wastewater System, and any Improvements required by Applicable Law, shall be constructed within the Wastewater System Area.

ARTICLE 12
UNIT LEASING AND RESTRICTION ON MARKETING

12.1. **Leasing**. The leasing of Units is subject to the following conditions: (i) all leases must be in writing and must be made subject to the Documents; (ii) an Owner is responsible for providing the Owner's tenant with copies of the Documents and notifying the tenant of changes thereto; and (iii) each tenant is subject to and must comply with all provisions of the Documents, the Master Declaration and Applicable Law. The Board may adopt additional Rules which further limit the leasing of Units, and shall have the express power and authority to adopt a leasing permit system which limits the number of Units which may be leased at any one time, provided, that the leasing rules and leasing permit system is not otherwise prohibited by the requirements and/or guidelines promulgated by an Underwriting Lender. Notwithstanding the foregoing provision, any additional leasing restrictions and any leasing permit system must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

12.2. **Provisions Incorporated By Reference into Lease**. Each Owner covenants and agrees that any lease of a residential dwelling shall contain the following language and agrees that if such language is not expressly contained therein, then such language shall be incorporated into the lease by existence of this covenant, and the tenant, by occupancy of the residential

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dwelling, agrees to the applicability of this covenant and incorporation of the following language into the lease:

12.2.1. Compliance with Documents. The tenant shall comply with all provisions of the Documents and the Master Declaration and shall control the conduct of all other Occupants and guests of the leased residential dwelling, as applicable, in order to ensure such compliance. The Owner shall cause all Occupants of the Owner's Unit to comply with the Documents and the Master Declaration and shall be responsible for all violations by such Occupants, notwithstanding the fact that such Occupants of the Unit are fully liable and may be sanctioned for any such violation. If the tenants or Occupants violate the Documents, the Master Declaration or a Rule for which a fine is imposed, notice of the violation shall be given to the Owner and the Occupants, and such fine may be assessed against the Owner or the Occupants. Unpaid fines shall constitute a lien against the Unit.

12.2.2. Assignment of Rents. If the Owner fails to pay any Assessment or any other charge against the Unit for a period of more than thirty (30) days after it is due and payable, then the Owner hereby consents to the assignment of any rent received from the tenant(s) during the period of delinquency, and, upon request by the Board, the tenant shall pay directly to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by tenant. The tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by tenant shall reduce, by the same amount, tenant's obligation to make monthly rental payments to the Owner.

12.2.3. Violation Constitutes Default. Failure by the tenant or the tenant's guests to comply with the Documents, the Master Declaration or Applicable Law is deemed to be a default under the lease. When the Association notifies an Owner of such violation, the Owner will promptly obtain compliance or exercise such Owner's rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain such Owner's tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or Applicable Law for the default, including eviction of the tenant.

12.2.4. Association as Attorney-in-Fact. Notwithstanding the absence of an express provision in the lease agreement for enforcement of the Documents by the Association, each Owner appoints the Association as the Owner's attorney-in-fact, with full authority to act in the Owner's place in all respects, for the purpose of enforcing the Documents against the Owner's tenants, including but not limited to the authority to institute forcible detainer proceedings, provided the Association gives the Owner at least ten (10) days' notice, by certified mail, of its intent to so enforce the Documents.

12.2.5. Association Not Liable for Damages. The Owner of a leased Unit is liable to the Association or the Master Condominium Association, as applicable, for any expenses

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incurred by the Association or the Master Condominium Association in connection with enforcement of the Documents against the Owner's tenant. Neither the Association nor the Master Condominium Association will be liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

12.3. **Unit Marketing Restrictions**. Unless otherwise approved in writing and in advance by Declarant, which approval may be withheld in the sole discretion of Declarant, an Owner may in no event offer the Unit for sale, including but, not limited to, listing the Unit or advertising the Unit for sale in any real estate listing service and/or publication, on any online electronic medium and on any newspaper, radio, television or any other medium for advertising, or otherwise market or attempt to market the Unit for sale in any way prior to such time as Owner has acquired fee title to the Unit.

12.4. **Restriction on Resale of Units**. No Owner shall offer any Unit for sale or advertise or otherwise market or attempt to market a Unit for sale in any way during the Sales Restriction Period, unless approved in writing by Declarant. Each Owner agrees that the breach of this provision during the Sales Restriction Period shall entitle Declarant or the Association to exercise the remedy of specific performance or damages against the Owner. This restriction shall not apply to any foreclosure or exercise of the power of sale by any Mortgagee.

ARTICLE 13
ASSOCIATION OPERATIONS

13.1. **Board**. Unless the Documents expressly reserve a right, action, or decision to the Owners, Declarant, or another party, the Board acts in all instances on behalf of the Association. Unless the context indicates otherwise, references in the Documents to the "Association" may be construed to mean "the Association acting through a Majority of its Board of Directors."

13.2. **The Association**. The duties and powers of the Association are those set forth in the Documents, together with the general and implied powers of a condominium association and a nonprofit corporation organized under Applicable Law, but expressly subject to any limitations on such powers set forth in the Documents. The Association comes into existence on issuance of its corporate charter. The Association will continue to exist at least as long as this Declaration is effective against the Property, regardless of whether its corporate charter lapses from time to time.

13.3. **Name**. A name is not the defining feature of the Association. Although the initial name of the Association is River's Edge at Gruene Residential Condominium Association, Inc., the Association may operate under any name that is approved by the Board and: (i) filed with the Comal County Clerk as an assumed name, or (ii) filed with the Secretary of State of Texas as the name of the filing entity. The Association may also change its name by amending the Documents, except no amendment shall be required in the event the corporate charter has been revoked and the name "River's Edge at Gruene Residential Condominium Association, Inc." is no longer

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available. In such event, the Board will cause a notice to be Recorded stating the current name of the Association. Another legal entity with the same name as the Association, or with a name based on the name of the Property, is not the Association, which derives its authority from this Declaration. The name "River's Edge at Gruene Residential Condominiums" is not a trade name.

13.4. **Duration**. The Association was formed as of the date the Certificate was filed with the Secretary of State of Texas. The Association will continue to exist at least as long as this Declaration, as it may be amended, is effective against all or part of the Property.

13.5. **Governance**. The Association will be governed by a Board of Directors elected by the Members. Unless the Bylaws or Certificate provide otherwise, the Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for that purpose. The Association will be administered in accordance with the Documents and Applicable Law. Unless the Documents provide otherwise, any action requiring approval of the Members may be approved in writing by Owners representing at least a Majority of the total votes in the Association, or at a meeting by Owners' representing at least a Majority of the votes in the Association that are represented at the meeting.

13.6. **Merger**. Merger or consolidation of the Association with another association must be evidenced by an amendment to this Declaration. The amendment must be approved by the Owners holding at least two-thirds (2/3) of the votes allocated to Units. On the merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Documents within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property.

13.7. **Membership**. Each Owner is a Member of the Association, ownership of a Unit being the sole qualification for membership. Membership is appurtenant to and may not be separated from ownership of the Unit. The Board may require satisfactory evidence of transfer of ownership before a purported Owner is entitled to vote at meetings of the Association. If a Unit is owned by more than one Person, each co-owner is a Member of the Association and may exercise the membership rights appurtenant to the Unit.

13.8. **Manager**. The Board may delegate the performance of certain functions to one or more managers or managing agents of the Association. To assist the Board in determining whether to delegate a function, a Guide to Association's Major Management & Governance Functions is attached to this Declaration as Attachment 6 (for the purpose of this *Section 13.8*, the "**Guide**"). The Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Guide, however, may not be construed to create legal duties for the Association and its officers, directors, members,

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employees, and agents that are not justified by the needs of the Association. Rather, the Guide is intended as a tool or an initial checklist for the Board to use periodically when considering a delegation of its functions. As a list of functions that owners associations commonly delegate to a manager, the Guide should not be considered as a complete list of the Board's duties, responsibilities, or functions. Notwithstanding any delegation of its functions, the Board is ultimately responsible to the Members for governance of the Association.

13.9. **Representation in the Master Association**. For purposes of voting and representation in the Master Association, the term "Owner" shall refer to the Association established pursuant to this Declaration, with the Board of Directors of the Association entitled to exercise all voting rights under the Master Declaration attributable to the Property.

13.10. **Books and Records**. The Association will maintain copies of the Documents and the Association's books, records, and financial statements. Books and records of the Association will be made available for inspection and copying pursuant to the requirements of Applicable Law. The Association, upon the request of a prospective purchaser of a Unit, will provide the prospective purchaser with a copy of the Documents and the most recent audited financial statements of the Association. The Association will be permitted to charge a reasonable fee for copies of such Documents and statements.

13.11. **Indemnification**. The Association indemnifies every officer, director, and committee member (for purposes of this *Section 13.11*, "**Leaders**") against expenses, including attorney's fees, reasonably incurred by or imposed on the Leader in connection with any threatened or pending action, suit, or proceeding to which the Leader is a party or respondent by reason of being or having been a Leader. A Leader is not liable for a mistake of judgment. A Leader is liable for his willful misfeasance, malfeasance, misconduct, or bad faith. This right to indemnification does not exclude any other rights to which present or former Leaders may be entitled. As a Common Expense, the Association may maintain general liability and directors' and officers' liability insurance to fund this obligation.

13.12. **Obligations of Owners**. Without limiting the obligations of Owners under the Documents, each Owner has the following obligations:

13.12.1. Information. Within thirty (30) days after acquiring an interest in a Unit, within thirty (30) days after the Owner has notice of a change in any information required by this *Section 13.12.1*, and on request by the Association from time to time, an Owner will provide the Association with the following information: (i) a copy of the Recorded deed by which Owner has acquired title to the Unit; (ii) the Owner's address, phone number, and driver's license number, if any; (iii) any Mortgagee's name, address, and loan number; (iv) the name and phone number of any Occupant other than the Owner; and (v) the name, address, and phone number of Owner's managing agent, if any.

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13.12.2. Pay Assessments. Each Owner will pay Assessments properly levied by the Association against the Owner or such Owner's Unit and will pay Regular Assessments without demand by the Association.

13.12.3. Compliance with Documents. Each Owner will comply with the Documents as amended from time to time.

13.12.4. Reimburse for Damages. Each Owner will pay for damage to the Property caused by the negligence or willful misconduct of the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, contractors, agents, or invitees.

13.12.5. Liability for Violations. Each Owner is liable to the Association or the Master Association, as applicable, for violations of the Documents or the Master Declaration by the Owner, an Occupant of the Owner's Unit, or the Owner or Occupant's family, guests, employees, agents, or invitees, and for costs incurred by the Association or the Master Condominium Association to obtain compliance, including attorney's fees whether or not suit is filed.

13.13. **Unit Resales**. This *Section 13.13* applies to every sale or conveyance of a Unit or an interest in a Unit by an Owner other than Declarant:

13.13.1. Resale Certificate. An Owner intending to sell his Unit will notify the Association and will request a condominium resale certificate from the Association.

13.13.2. No Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association.

13.13.3. Other Transfer-Related Fees. A number of independent fees may be charged in relation to the transfer of title to a Unit, including but not limited to, fees for resale certificates, estoppel certificates, copies of Documents, compliance inspections, ownership record changes, and priority processing, provided the fees are customary in amount, kind and number for the local marketplace. Transfer-related fees are not refundable and may not be regarded as a prepayment of or credit against Regular or Special Assessments. Transfer-related fees may be charged by the Association or by the Association's managing agent, provided there is no duplication of fees. Transfer-related fees charged by or paid to a managing agent must have the prior written approval of the Association, are not subject to the Association's assessment lien, and are not payable by the Association. This *Section 13.13.3* does not obligate the Board or the manager to levy transfer-related fees. This exclusion may be waived by a party to a conveyance who requests transfer-related services or documentation for which fees are charged.

13.13.4. Exclusions. The requirements of this *Section 13.13.4* do not apply to the following transfers: (i) foreclosure of a mortgagee's deed of trust lien, a tax lien, or the Association's Assessment lien; (ii) conveyance by a mortgagee who acquires title by foreclosure

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or deed in lieu of foreclosure; (iii) transfer to, from, or by the Association; or (iv) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent; (v) a transfer by a fiduciary in the course of administering a decedent's estate, guardianship, conservatorship, or trust; (vi) a conveyance pursuant to a court's order, including a transfer by a bankruptcy trustee; or (vii) a disposition by a government or a governmental agency. The requirements of this *Section 13.13.4* do not apply to the initial conveyance of a Unit from the Declarant to a third-party.

ARTICLE 14
ENFORCING THE DOCUMENTS

14.1. **Notice and Hearing**. Before levying a fine for violation of the Documents (other than nonpayment of Assessments), or before levying an Individual Assessment for property damage, the Association will give the Owner written notice of the levy and an opportunity to be heard, to the extent required by Applicable Law. The Association's written notice must contain a description of the violation or property damage; the amount of the proposed fine or damage charge; a statement that not later than the thirtieth (30th) day after the date of the notice, the Owner may request a hearing before the Board to contest the fine or charge; and a stated date by which the Owner may cure the violation to avoid the fine – unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding twelve (12) months. The Association may also give a copy of the notice to the Occupant. Pending the hearing, the Association may continue to exercise other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine or damage charge. The Owner may attend the hearing in person, or may be represented by another Person or by a written communication. The Board may adopt additional or alternative procedures and requirements for notices and hearings, provided they are consistent with the requirements of Applicable Law.

14.2. **Remedies**. The remedies provided in this *Article 14* for breach of the Documents are cumulative and not exclusive. In addition to other rights and remedies provided by the Documents and by Applicable Law, the Association has the following rights to enforce the Documents:

14.2.1. Nuisance. The result of every act or omission that violates any provision of the Documents is a nuisance, and any remedy allowed by Applicable Law against a nuisance, either public or private, is applicable against the violation.

14.2.2. Fine. The Association may levy reasonable charges, as an Individual Assessment, against an Owner and the Owner's Unit if the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate a provision of the Documents. Fines may be levied for each act of violation or for each day a violation continues, and does not constitute a waiver or discharge of the Owner's obligations under the Documents.

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14.2.3. Suspension. The Association may suspend the right of Owners and Occupants to use General Common Elements (provided that the rights of ingress and egress and utility services are not impaired) for any period during which the Owner or Occupant, or the Owner or Occupant's family, guests, employees, agents, or contractors violate the Documents. A suspension does not constitute a waiver or discharge of the Owner's obligations under the Documents.

14.2.4. Self-Help. The Association has the right to enter a Common Element or Unit to abate or remove, using force as may reasonably be necessary, any Improvement, thing, animal, person, vehicle, or condition that violates the Documents. In exercising this right, the Board is not trespassing and is not liable for damages related to the abatement. The Board may levy its costs of abatement against the Unit and Owner as an Individual Assessment. Unless an emergency situation exists in the good faith opinion of the Board, the Board will give the violating Owner fifteen (15) days' notice of its intent to exercise self-help. Notwithstanding the foregoing, the Association may not alter or demolish an item of construction on a Unit without judicial proceedings.

14.2.5. Suit. Failure to comply with the Documents will be grounds for an action to recover damages or for injunctive relief to cause any such violation to be remedied, or both. Prior to commencing any legal proceeding, the Association will give the defaulting party reasonable notice and an opportunity to cure the violation.

14.3. **Board Discretion**. The Board may use its sole discretion in determining whether to pursue a violation of the Documents, provided the Board does not act in an arbitrary or capricious manner. In evaluating a particular violation, the Board may determine that under the particular circumstances: (i) the Association's position is not sufficiently strong to justify taking any or further action; (ii) the provision being enforced is or may be construed as inconsistent with Applicable Law; (iii) although a technical violation may exist, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or (iv) that enforcement is not in the Association's best interests, based on hardship, expense, or other reasonable criteria.

14.4. **No Waiver**. The Association and every Owner has the right to enforce all restrictions, conditions, covenants, liens, and charges now or hereafter imposed by the Documents. Failure by the Association or by any Owner to enforce a provision of the Documents is not a waiver of the right to do so thereafter.

14.5. **Recovery of Costs**. The costs of curing or abating a violation are the expense of the Owner or other Person responsible for the violation. If legal assistance is obtained to enforce any provision of the Documents, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of the Documents or the restraint of violations of the Documents, the prevailing party is entitled to recover from the non-prevailing party all reasonable and necessary costs incurred by it in such action, including reasonable attorneys' fees.

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14.6. **Release**. Subject to the Association's obligations under this Declaration, except as otherwise provided by the Documents, each Owner hereby releases, acquits and forever discharges the Association, and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns and agrees to hold such Persons harmless of and from any and all claims, damages, liabilities, costs and/or expenses (including reasonable attorneys' fees) relating to the construction of, repair or restoration of, or the sale to the Owners of the Units, or the Common Elements. This release shall release and forever discharge the Association and its affiliates, parents, members, subsidiaries, officers, directors, agents, employees, predecessors, successors, contractors, consultants, insurers, sureties and assigns, from all claims and causes of action, whether statutory or under the common law, known or unknown, now accrued, or that arise in the future.

14.7. **Right of Action by Association**. The Association shall not have the power to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings for: (i) a Construction Claim, as defined in *Section 20.1.4* below, in the name of or on behalf of any Unit Owner (whether one or more); or (ii) a Unit Construction Claim, as defined in *Section 20.1.6* below. The foregoing sentence is expressly intended to remove from the power of the Association the right, under Section 82.102 of the Act, to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings on behalf of two (2) or more Unit Owners on matters affecting the Regime. This *Section 14.7* may not be amended or modified without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument.

ARTICLE 15
INSURANCE

15.1. **General Provisions**. The broad purpose of this *Article 15* is to require that the Property be insured with the types and amounts of coverage that are customary for similar types of properties and that are acceptable to mortgage lenders, guarantors, or insurers that finance the purchase or improvement of Units. Because the insurance requirements of mortgage underwriters are subject to change, as are State-promulgated insurance regulations and policies, this *Article 15* tries to balance the need for certain minimum insurance requirements with the desire to adapt to a periodically changing insurance environment. The Board will make every reasonable effort to comply with the requirements of this *Article 15*.

15.1.1. Unavailability. The Association, and its directors, officers, and managers, will not be liable for failure to obtain any coverage required by this *Article 15* or for any loss or damage resulting from such failure if the failure is due to the unavailability of a particular coverage from reputable insurance companies, or if the coverage is available only at demonstrably unreasonable cost.

15.1.2. No Coverage. Even if the Association and the Owner have adequate amounts of recommended and required insurance coverage, the Property may experience a loss that is not covered by insurance. In such event, the Association is responsible for restoring the

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Common Elements as a Common Expense, and the Owner is responsible for restoring the Owner's Unit at such Owner's sole expense. This provision does not apply to the deductible portion of an insurance policy.

15.1.3. Requirements. The cost of insurance coverage and bonds maintained by the Association is a Common Expense. Insurance policies and bonds obtained and maintained by the Association must be issued by responsible insurance companies authorized to do business in the State of Texas. The Association must be the named insured on all policies obtained by the Association. The Association's policies should contain the standard mortgage clause naming either the Mortgagee or its servicer followed by "its successors and assigns." The loss payee clause should show the Association as trustee for each Owner and Mortgagee. Policies of property and general liability insurance maintained by the Association must provide that the insurer waives its rights to subrogation under the policy against an Owner. The Association's insurance policies will not be prejudiced by the act or omission of any Owner or Occupant who is not under the Association's control.

15.1.4. Association as Trustee. Each Owner irrevocably appoints the Association, acting through its Board, as such Owner's trustee to negotiate, receive, administer, and distribute the proceeds of any claim against an insurance policy maintained by the Association.

15.1.5. Notice of Cancellation or Modification. Each insurance policy maintained by the Association should contain a provision requiring the insurer to give prior written notice, as provided by the Act, to the Board before the policy may be canceled, terminated, materially modified, or allowed to expire, by either the insurer or the insured. The Board will give to Mortgagees at least ten (10) days prior notice of cancellation, termination, expiration, or material modification.

15.1.6. Deductibles. An insurance policy obtained by the Association may contain a reasonable deductible, and the amount thereof may not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the coverage limits required by this Declaration or an Underwriting Lender. In the event of an insured loss, the deductible is treated as a Common Expense of the Association in the same manner as the insurance premium. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of an Owner or Occupant or their invitee, then the Board may levy an Individual Assessment against the Owner and the Owner's Unit for the amount of the deductible that is attributable to the act or omission, provided the Owner is given notice and an opportunity to be heard in accordance with *Section 14.1* of this Declaration.

15.2. **Property Insurance**. The Association will obtain blanket all-risk insurance, if reasonably available, for all Common Elements insurable by the Association. If blanket all-risk insurance is not reasonably available, then at a minimum, the Association will obtain an insurance policy providing fire and extended coverage. This insurance must be in an amount sufficient to

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cover 100 percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

15.2.1. Common Property Insured. If insurable, the Association will insure: (i) General Common Elements; (ii) Limited Common Elements assigned to more than one (1) Unit; and (iii) property owned by the Association including, if any, records, furniture, fixtures, equipment, and supplies.

15.2.2. Units Not Insured by Association. In no event will the Association maintain property insurance on the Units. Accordingly, each Owner of a Unit will be obligated to maintain property insurance on such Owner's Unit and any Limited Common Elements assigned exclusively to such Owner's Unit, including any betterments and Improvements constructed within or exclusively serving such Unit, in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in event of damage or destruction from any insured hazard. In addition, the Association does not insure an Owner or Resident's personal property. THE ASSOCIATION STRONGLY RECOMMENDS THAT EACH OWNER AND RESIDENT PURCHASE AND MAINTAIN INSURANCE ON SUCH OWNER'S OR RESIDENT'S PERSONAL BELONGINGS.

15.2.3. Endorsements. To the extent reasonably available, the Association will obtain endorsements to its property insurance policy if required by an Underwriting Lender, such as Inflation Guard Endorsement, Building Ordinance or Law Endorsement, and a Special Condominium Endorsement.

15.3. **Liability Insurance**. The Association will maintain a commercial general liability insurance policy over the Common Elements – expressly excluding the liability of each Owner and Occupant within the Owner's Unit – for bodily injury and property damage resulting from the operation, maintenance, or use of the Common Elements. The amount of coverage should be at least that required by an Underwriting Lender, to the extent reasonably available. The purpose of this requirement is, in part, to assure mortgage companies that the Association maintains at least minimum levels of insurance coverage. If the policy does not contain a severability of interest provision, it should contain an endorsement to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or other Owners.

15.4. **Worker's Compensation**. The Association may maintain worker's compensation insurance if and to the extent necessary to meet the requirements of Applicable Law or if the Board so chooses.

15.5. **Fidelity Coverage**. The Association may maintain blanket fidelity coverage for any person who handles or is responsible for funds held or administered by the Association, whether or not the person is paid for his services. The policy should be for an amount that exceeds the greater of: (i) the estimated maximum funds, including reserve funds, in the Association's

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custody while the policy is in force; or (ii) an amount equal to 3 months of Regular Assessments on all Units. A management agent that handles Association funds should be covered by a separate fidelity insurance policy with the same coverages. If the Property has more than twenty (20) Units, the Association must maintain fidelity coverage to the extent reasonably available.

15.6. **Directors' and Officers' Liability.** The Association may maintain directors' and officers' liability insurance, errors and omissions insurance, indemnity bonds, or other insurance the Board deems advisable to insure the Association's directors, officers, committee members, and managers against liability for an act or omission in carrying out their duties in those capacities.

15.7. **Other Policies.** The Association may maintain any insurance policies and bonds deemed by the Board to be necessary or desirable for the benefit of the Association.

ARTICLE 16
RECONSTRUCTION OR REPAIR AFTER LOSS

16.1. **Subject to Act.** The Association's response to damage or destruction of the Property will be governed by Section 82.111(i) of the Act. The following provisions apply to the extent the Act is silent.

16.2. **Restoration Funds.** For purposes of this *Article 16*, "**Restoration Funds**" include insurance proceeds, condemnation awards, Deficiency Assessments, Individual Assessments, and other funds received on account of or arising out of injury or damage to the Property. All funds paid to the Association for purposes of repair or restoration will be deposited in a financial institution in which accounts are insured by a federal agency. Withdrawal of Restoration Funds requires the signatures of at least two (2) Association directors or that of an agent duly authorized by the Board.

16.2.1. Sufficient Proceeds. If Restoration Funds obtained from insurance proceeds or condemnation awards are sufficient to repair or restore the damaged or destroyed Property, the Association, as trustee for the Owners, will promptly apply the funds to the repair or restoration.

16.2.2. Insufficient Proceeds. If Restoration Funds are not sufficient to pay the estimated or actual costs of restoration as determined by the Board, the Board may levy a Deficiency Assessment against the Owners to fund the difference.

16.2.3. Surplus Funds. If the Association has a surplus of Restoration Funds after payment of all costs of repair and restoration, the surplus will be applied as follows: If Deficiency Assessments were a source of Restoration Funds, the surplus will be paid to Owners in proportion to their contributions resulting from the Deficiency Assessment levied against them; provided that no Owner may receive a sum greater than that actually contributed by him, and further provided that any Delinquent Assessments owed by the Owner to the Association will

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first be deducted from the surplus. Any surplus remaining after the disbursement described in the foregoing paragraph will be common funds of the Association to be used as directed by the Board in the Board's sole and absolute discretion.

16.3. **Costs and Plans**.

16.3.1. Cost Estimates. Promptly after the loss, the Board will obtain estimates of the cost of restoring the damaged Property. Costs may include premiums for bonds and fees for the services of professionals, as the Board deems necessary, to assist in estimating and supervising the repair.

16.3.2. Plans and Specifications. Unless otherwise approved by the Board, Common Elements will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Unless otherwise approved by the Board, Units will be repaired and restored substantially in accordance with original construction plans and specifications, unless the Association insures betterments and Improvements made by Owners, in which case the Units will be repaired and restored substantially as they existed immediately prior to the damage or destruction. Alternate plans and specifications for repair and restoration of either Common Elements or Units must be approved by the Board and by certain Mortgagees if so required by the Mortgagee Protection article of this Declaration.

16.4. **Owner's Duty to Repair**.

16.4.1. Uninsured Loss. Within sixty (60) days after the date of damage, the Owner will begin repair or reconstruction of any portion of his Unit not covered by the Association's blanket insurance policy, subject to the right of the Association to supervise, approve, or disapprove repair or restoration during the course thereof.

16.4.2. Insured Loss. If the loss to a Unit is covered by the Association's insurance policy, the Owner will begin repair or restoration of damage on receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve, or disapprove the repair or restoration during the course thereof.

16.4.3. Failure to Repair. If an Owner fails to repair or restore damage as required by this *Section 16.4*, the Association may effect the necessary repairs and levy an Individual Assessment against the Owner and Unit for the cost thereof, after giving an Owner of the Unit reasonable notice of the Association's intent to do so.

16.5. **Owner's Liability for Insurance Deductible**. If repair or restoration of Common Elements or Units is required as a result of an insured loss, the Board may levy an Individual Assessment, in the amount of the insurance deductible, against the Owner or Owners who would be responsible for the cost of the repair or reconstruction in the absence of insurance.

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ARTICLE 17
TERMINATION AND CONDEMNATION

17.1. **Association as Trustee**. Each Owner hereby irrevocably appoints the Association, acting through the Board, as trustee to deal with the Property in the event of damage, destruction, obsolescence, condemnation, or termination of all or any part of the Property. As trustee, the Association will have full and complete authority, right, and power to do all things reasonable and necessary to effect the provisions of this Declaration and the Act, including, without limitation, the right to receive, administer, and distribute funds, awards, and insurance proceeds; to effect the sale of the Property as permitted by this Declaration or by the Act; and to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner.

17.2. **Termination**. Termination of the terms of this Declaration and the Regime will be governed by Section 82.068 of the Act and *Section 18.4* below.

17.3. **Condemnation**. The Association's response to condemnation of any part of the Property will be governed by Section 82.007 of the Act. On behalf of Owners, but without their consent, the Board may execute and Record an amendment of this Declaration to reallocate the Common Interest Allocations following condemnation and to describe the altered parameters of the Property. If the Association replaces or restores Common Elements taken by condemnation by obtaining other land or constructing additional Improvements, the Board may, to the extent permitted by Applicable Law, execute and Record an amendment without the prior consent of Owners to describe the altered parameters of the Property and any corresponding change of facilities or Improvements.

ARTICLE 18
MORTGAGEE PROTECTION

18.1. **Introduction**. This *Article 18* is supplemental to, not a substitution for, any other provision of the Documents. In case of conflict, this *Article 18* controls. A provision of the Documents requiring the approval of a specified percentage of Mortgagees will be based on the number of Units subject to mortgages held by Mortgagees. For example, "51 percent of Mortgagees" means Mortgagees of fifty-one percent (51%) of the Units that are subject to mortgages held by Mortgagees.

18.2. **Notice of Mortgagee**. As provided in this *Article 18*, the Association is required to provide each Mortgagee with written notice upon the occurrence of certain actions as described in *Section 18.8*, or to obtain the approval of Mortgagees in the event of certain amendments to this Declaration as described in *Section 18.9* or the termination of this Declaration as described in *Section 18.4*. To enable the Association to provide the notices and obtain such approval, each Owner must provide to the Association the complete name and address of such Owner's Mortgagee, including the loan number and such additional information concerning the Owner's

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Mortgagee as the Association may reasonably require. In the event an Owner fails to provide the Association with the information required by this *Section 18.2* after the expiration of thirty (30) days after the Association's written request, the Owner's failure to provide such information will be considered a violation of the terms and provisions of this Declaration.

18.3. **Amendment**. This *Article 18* establishes certain standards for the benefit of Underwriting Lenders, and is written to comply with their requirements and guidelines in effect at the time of drafting. If an Underwriting Lender subsequently changes its requirements, the Board, without approval of Owners or Mortgagees, may amend this *Article 18* and other provisions of the Documents, as necessary, to meet the requirements of the Underwriting Lender.

18.4. **Termination**. Termination of the terms of this Declaration and the condominium status of the Regime will be governed by Section 82.068 of the Act, subject to the following provisions. In the event of condemnation of the entire Regime, an amendment to terminate may be executed by the Board without a vote of Owners or Mortgagees. Any election to terminate this Declaration and the condominium status of the Regime under circumstances other than condemnation of the entire Regime shall require the consent of: (i) Owners representing at least eighty percent (80%) of the total votes in the Association; (ii) Declarant during the Development Period; and (iii) sixty-seven percent (67%) of Mortgagees.

18.5. **Implied Approval**. The approval of a Mortgagee is implied when the Mortgagee fails to respond within sixty (60) days after receiving the Association's written request for approval of a proposed amendment, provided the Association's request was delivered by certified or registered mail, return receipt requested.

18.6. **Other Mortgagee Rights**.

18.6.1. Inspection of Books. The Association will maintain current copies of the Documents and the Association's books, records, and financial statements. Mortgagees may inspect the Documents and records, by appointment, during normal business hours.

18.6.2. Financial Statements. A Mortgagee may have an audited statement prepared at its own expense.

18.6.3. Attendance at Meetings. A representative of a Mortgagee may attend and address any meeting which an Owner may attend.

18.6.4. Right of First Refusal. The Association does not have a right of first refusal and may not compel a selling Owner to convey the Owner's Unit to the Association. Any right of first refusal imposed by the Association with respect to a lease, sale, or transfer of a Unit does not apply to a lease, sale, or transfer by a Mortgagee, including transfer by deed in lieu of foreclosure or foreclosure of a deed of trust lien.

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18.6.5. Management Contract. If professional management of the Association is required by this *Article 18*, the contract for professional management may not require more than ninety (90) days' notice to terminate the contract, nor payment of a termination penalty.

18.6.6. Audit. A majority of Mortgagees shall be entitled to demand an audit of the Association's financial records.

18.7. **Insurance Policies**. If an Underwriting Lender that holds a mortgage on a Unit or desires to finance a Unit has requirements for insurance of condominiums, the Association must try to obtain and maintain the required coverage, to the extent reasonably available, and must try to comply with any notifications or processes required by the Underwriting Lender. Because underwriting requirements are subject to change, they are not recited here.

18.8. **Notice of Actions**. The Association will send timely written notice to Mortgagees of the following actions:

(i) Any condemnation or casualty loss that affects a material portion of the Property or the mortgaged Unit and any eminent domain proceeding affecting the General Common Elements which would result in a loss of more than ten percent (10%) of the estimated operational and reserve expenses as reflected on the then-current annual budget of the Association.

(ii) Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of the mortgaged Unit.

(iii) A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

(iv) Any proposed action that requires the consent of a specified percentage of Mortgagees.

(v) Any proposed amendment of a material nature, as provided in this *Article 18*.

(vi) Any proposed termination of the condominium status of the property or dissolution of the Association at least thirty (30) days prior to the proposed termination or dissolution, as applicable.

18.9. **Amendments of a Material Nature**. A Document amendment of a material nature must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association, and by at least fifty-one percent (51%) of Mortgagees. **THIS APPROVAL REQUIREMENT DOES NOT APPLY TO AMENDMENTS FILED BY THE DECLARANT AS PERMITTED IN APPENDIX "A" ATTACHED HERETO**. A change to any of the provisions governing the following would be considered material:

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(i) Voting rights.

(ii) Assessment liens or the priority of Assessment liens.

(iii) Reductions in reserves for maintenance, repair, and replacement of Common Elements.

(iv) Responsibility for maintenance and repairs.

(v) Reallocation of interests in the General Common Elements or Limited Common Elements, or rights to their use; except that when Limited Common Elements are reallocated by Declarant pursuant to any rights reserved by Declarant pursuant to Appendix "A", by agreement between Owners (only those Owners and only the Mortgagees holding mortgages against those Units need approve the action).

(vi) Redefinitions of boundaries of Units, except that when boundaries of only adjoining Units are involved, then only those Owners and the Mortgagees holding mortgages against the Unit or Units need approve the action, and except pursuant to any rights reserved by Declarant pursuant to Appendix "A".

(vii) Convertibility of Units into Common Elements or Common Elements into Units.

(viii) Expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property.

(ix) Property or fidelity insurance requirements.

(x) Imposition of any restrictions on the leasing of Units.

(xi) Imposition of any restrictions on Owners' right to sell or transfer their Units.

(xii) Restoration or repair of the Regime, in a manner other than that specified in the Documents, after hazard damage or partial condemnation.

(xiii) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

ARTICLE 19
AMENDMENTS

19.1. **Consents Required**. As permitted by the Act or by this Declaration, certain amendments to this Declaration may be executed by Declarant acting alone, or by certain Owners acting alone, or by the Board acting alone. Except as otherwise provided in this Declaration,

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amendments to this Declaration must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association. Notice of any amendment to this Declaration which must be approved by Owners, including but not limited to the amendment requirement attributable to *Article 20* as set forth in *Section 20.1*, shall be delivered to each Member in accordance with the Bylaws. All amendments made to this Declaration, Bylaws or Certificate during the Development Period must be approved by the Secretary of Veterans Affairs or its authorized agent prior to Recording such document in the Official Public Records of Comal County, Texas, if Veterans Affairs has guaranteed any loans secured by Units in the Regime, except for amendments adding additional Units to the Regime pursuant to *Section 5.1* of the Declaration.

In addition, a change to any provision in this Declaration governing the following items must be approved by Owners representing at least sixty-seven percent (67%) of the votes in the Association:

(i) Merging or consolidating the Association (other than with another nonprofit entity formed for purposes similar to the Association pursuant to *Section 13.6*).

(ii) Any scheme of regulation or enforcement of standards for maintenance, architectural design or exterior appearance of Improvements on Units.

(iii) The addition of land to this Declaration if the addition would increase the overall land area then subject to this Declaration by more than ten percent (10%).

(iv) Abandoning, partitioning, encumbering, mortgaging, conveying selling or otherwise transferring or relocating the boundaries of Common Elements with the exception of: (i) granting easements over and across the Common Elements otherwise permitted by this Declaration or the Act; (ii) dedicating all or any portion of a Common Element to the extent required by any governing authority or regulatory authority; (iii) adjustments to the boundary line of Common Elements if made in accordance with the provisions of this Declaration; or (iv) transferring Common Elements pursuant to a merger or consolidation with another entity.

(v) Any capital expenditure, other than for the maintenance, operation, repair or replacement of any then-existing Improvement, if the capital expenditure exceeds more than twenty percent (20%) of the annual operating budget during any period of twelve (12) consecutive months.

19.2. **Amendments Generally**. For amendments requiring the consent of Mortgagees, the Association will send each Mortgagee a detailed description, if not the exact wording, of any proposed amendment. Notwithstanding any provisions in this Declaration to the contrary, no amendment to this Declaration shall modify, alter, abridge or delete any: (i) provision of this Declaration that benefits the Declarant, the Architectural Reviewer or the Association; (ii) rights, privileges, easements, protections, or defenses of the Declarant, the Architectural Reviewer or the

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Association; or (iii) rights of the Owners or the Association in relationship to the Declarant, the Architectural Reviewer or the Association without the written consent of the Declarant, the Architectural Reviewer or the Association, as applicable, attached to and Recorded with such amendment.

19.3. **Effective**. To be effective, an amendment must be in the form of a written instrument: (i) referencing the name of the Regime, the name of the Association, and the Recording data of this Declaration and any amendments hereto; (ii) signed and acknowledged by an officer of the Association, certifying the requisite approval of Owners and, if required, Mortgagees; provided, however, this subsection (ii) will not apply for amendments prosecuted by Declarant pursuant to any rights reserved by Declarant under this Declaration; and (iii) Recorded.

19.4. **Declarant Provisions**. Declarant has an exclusive right to unilaterally amend this Declaration for the purposes stated in Appendix "A". An amendment that may be executed by Declarant alone is not required to name the Association or to be signed by an officer of the Association. No amendment may affect Declarant's rights under this Declaration without Declarant's written and acknowledged consent, which must be part of the Recorded amendment instrument. Because Appendix "A" of this Declaration is destined to become obsolete upon expiration of the Development Period, the Board may restate, rerecord, or publish this Declaration without Appendix "A". The automatic expiration and subsequent deletion of Appendix "A" does not constitute an amendment of this Declaration. This *Section 19.4* may not be amended without Declarant's written and acknowledged consent.

ARTICLE 20
DISPUTE RESOLUTION

This Article 20 is intended to encourage the resolution of disputes involving the Property. A dispute regarding the Units, Common Elements, and/or Improvements can create significant financial exposure for the Association and its Members, interfere with the resale and refinancing of Units, prevent or jeopardize approval of the Units by Underwriting Lenders, and increase strife and tension among the Owners, the Board and the Association's management. Since disputes may have a direct effect on each Owner's use and enjoyment of their Unit and the Common Elements, this Article 20 requires Owner transparency and participation in certain circumstances. Transparency means that the Owners are informed in advance about a dispute, the proposed arrangement between the Association and a law firm or attorney who will represent the Association in the dispute, the proposed arrangement between the Association and any inspection company who will prepare the Common Element Report (as defined below) or perform any other investigation or inspection of the Common Elements and/or Improvements related to the dispute, and that each Owner will have an opportunity to participate in the decision-making process prior to initiating the dispute resolution process.

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For the avoidance of doubt, nothing in this Article 20 is intended to limit the Association's right or obligation to obtain inspection services related to the maintenance, repair and physical condition of the Regime pursuant to Section 9.4 of this Declaration provided that such inspection services are not commissioned by the Association in conjunction with a Unit Construction Claim or a Common Element Construction Claim.

20.1. **Introduction and Definitions**. The Association, the Owners, Declarant, all Persons subject to this Declaration, and each person not otherwise subject to this Declaration who agrees to submit to this *Article 20* by written instrument delivered to the Claimant, as defined hereinbelow, which may include, but is not limited to, a general contractor, sub-contractor, design professional, or other person who participated in the design or construction of Units, Common Elements or any Improvement within, serving, or forming a part of the Regime (individually a "**Party**" and collectively, the "**Parties**"), agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. **Accordingly, each Party hereby covenants and agrees that this *Article 20* applies to all Claims as hereafter defined**. This *Article 20* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding one hundred percent (100%) of the votes in the Association. As used in this *Article 20* only, the following words, when capitalized, have the following specified meanings:

20.1.1. "**Claim**" means:

(i) Claims relating to the rights and/or duties of Declarant or the Association under the Documents or the Act;

(ii) Claims relating to the acts or omissions of the Declarant or the Board during its control and administration of the Association and/or Regime, any claim asserted against the Architectural Reviewer, and any claims asserted against the Declarant, the Board or a Person serving as a Board member or officer of the Association, or the Architectural Reviewer;

(iii) Claims relating to the design or construction of the Units, Common Elements or any Improvement located within, serving, or forming a part of the Regime; and

(iv) Claims relating to any repair or alteration of the Units, Common Elements, or any Improvement located within, serving, or forming a part of the Regime, including any Claims related to an alleged failure to perform repairs or for a breach of warranty.

20.1.2. "**Claimant**" means any Party having a Claim against any other Party.

20.1.3. "**Common Element Construction Claim**" means a Claim relating to: (i) the design or construction of the Common Elements or any Improvement located thereon; or (ii) any

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repair or alteration of the Common Elements, or any Improvement located thereon, including any Claims related to an alleged failure to perform repairs or for a breach of warranty.

20.1.4. "**Construction Claim**" means a Claim defined in *Section 20.1.1(iii)* or *Section 20.1.1(iv)*.

20.1.5. "**Respondent**" means any Party against which a Claim has been asserted by a Claimant.

20.1.6. "**Unit Construction Claim**" means a Claim relating to: (i) the design or construction of a Unit (whether one or more) or any Improvement located thereon; or (ii) any repair or alteration of a Unit (whether one or more), or any Improvement located thereon, including any Claims related to an alleged failure to perform repairs or for a breach of warranty.

20.2. **Mandatory Procedures: All Claims**. Claimant may not initiate any proceeding before any judge, jury, arbitrator or any other judicial or administrative tribunal seeking redress of resolution of its Claim until Claimant has complied with the mandatory procedures of this *Article 20*. As provided in *Section 20.9* below, a Claim must be resolved by binding arbitration.

20.3. **Mandatory Procedures: Construction Claims**. Failure of a Claimant to comply with the procedures of this *Article 20* for a Construction Claim may result in significant expenses incurred by the Respondent to respond to a Construction Claim that would not have been otherwise incurred had the Claimant followed the procedures and dispute resolution process set forth herein, including attorney fees, court costs and other administrative expenses (the "**Response Costs**"). Notwithstanding any provision contained herein to the contrary, failure by a Claimant to comply with any of the procedural or dispute resolution requirements for a Construction Claim set forth in this *Article 20* shall constitute a material breach of this Declaration and any warranty agreement, entitling the Respondent to recover, from the Claimant, all actual and reasonable Response Costs incurred by Respondent. Moreover, strict compliance with the procedural and dispute resolution requirements of this *Article 20* shall be a condition precedent to any recovery for a Construction Claim.

20.4. **Common Element Construction Claim by the Association**. In accordance with *Section 14.7* of this Declaration, the Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation, arbitration or other proceedings for: (i) a Construction Claim in the name of or on behalf of any Unit Owner (whether one or more); or (ii) a Unit Construction Claim. Additionally, no Unit Owner shall have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings for a Common Element Construction Claim. Each Unit Owner, by accepting an interest in or title to a Unit, hereby grants to the Association the exclusive right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings for a Common Element Construction Claim. In the event the Association asserts a Common Element Construction Claim, as a precondition to providing the Notice defined in *Section 20.6*, initiating the mandatory dispute

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resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Common Element Construction Claim, the Association must:

20.4.1. Obtain Owner Approval of Law Firm, Attorney and Inspection Company.

The requirements related to Owner approval set forth in this Section 20.4.1 are intended to ensure that the Association and the Owners approve and are fully informed of the financial arrangements between the Association and a law firm and/or attorney engaged by the Association to prosecute a Common Element Construction Claim, and any financial arrangements between the Association and the Inspection Company (defined below) or a law firm and/or attorney and the Inspection Company. The agreement between the Association, the law firm or attorney, and/or the Inspection Company may include requirements that the Association pay costs, fees, and expenses to the law firm, attorney or the Inspection Company which will be paid through Assessments levied against Owners. The financial agreement between the Association, the law firm or attorney, and/or the Inspection Company may also include obligations related to payment, and the conditions and circumstances when the payment obligations arise, if the relationship between the Association, the law firm or attorney, and/or the Inspection Company is terminated, the Association elects not to engage the law firm or attorney or Inspection Company to prosecute or assist with the Common Element Construction Claim, or if the Association agrees to settle the Common Element Construction Claim. In addition, the financial arrangement between the Association, the law firm or attorney, and/or the Inspection Company may include additional costs, expenses, and interest charges. These financial obligations can be significant. The Board may not engage or execute an agreement with a law firm or attorney to investigate or prosecute a Common Element Construction Claim, or engage or execute an agreement between the Association and a law firm or attorney, for the purpose of preparing a Common Element Report or performing any other investigation or inspection of the Common Elements related to a Common Element Construction Claim unless the law firm or attorney and the financial arrangements between the Association and the law firm or attorney are approved by the Owners in accordance with this Section 20.4.1. In addition, the Board may not execute an agreement with an Inspection Company to prepare the Common Element Report or perform any other investigation or inspection of the Common Elements related to a Common Element Construction Claim, unless the Inspection Company and the financial arrangements between the Association and the Inspection Company are approved by the Owners in accordance with this Section 20.4.1. For the purpose of the Owner approval required by this Section 20.4.1, an engagement, agreement or arrangement between a law firm or attorney and an Inspection Company, if such engagement, agreement or arrangement could result in any financial obligations to the Association, irrespective of whether the Association and law firm or attorney have entered into an engagement or other agreement to prosecute a Common Element Construction Claim, must also be approved by the Owners in accordance with this Section 20.4.1. An engagement or agreement described in this paragraph is referred to herein as a "Claim Agreement".

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Unless otherwise approved by Members holding sixty-seven percent (67%) of the votes in the Association, the Association, acting through its Board, shall in no event have the authority to enter into a Claim Agreement if the Claim Agreement includes any provision or requirement that would obligate the Association to pay any costs, expenses, fees, or other charges to the law firm or attorney and/or the Inspection Company, including but not limited to, costs, expenses, fees, or other charges payable by the Association: (i) if the Association terminates the Claim Agreement or engages another firm or third-party to assist with the Common Element Construction Claim; (ii) if the Association elects not to enter into a Claim Agreement; (iii) if the Association agrees to settle the Common Element Construction Claim for a cash payment or in exchange for repairs or remediation performed by the Respondent or any other third-party; (iv) if the Association agrees to pay interest on any costs or expenses incurred by the law firm or attorney or the Inspection Company; and/or (v) for consultants, expert witnesses, and/or general contractors hired by the law firm or attorney or the Inspection Company. For avoidance of doubt, it is intended that Members holding sixty-seven percent (67%) of the votes in the Association must approve the law firm and attorney who will prosecute a Common Element Construction Claim and the Inspection Company who will prepare the Common Element Report or perform any other investigation or inspection of the Common Elements related to a Common Element Construction Claim, and each Claim Agreement. All Claim Agreements must be in writing. The Board shall not have the authority to pay any costs, expenses, fees, or other charges to a law firm, attorney or the Inspection Company unless the Claim Agreement is in writing and approved by the Owners in accordance with this *Section 20.4.1*.

The approval of the Members required under this *Section 20.4.1* must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of Member meeting will be provided pursuant to the Bylaws but the notice must also include: (a) the name of the law firm and attorney and/or the Inspection Company; (b) a copy of each Claim Agreement; (c) a narrative summary of the types of costs, expenses, fees, or other charges that may be required to be paid by the Association under any Claim Agreement; (d) the conditions upon which such types of costs, expenses, fees, or other charges are required to be paid by the Association under any Claim Agreement; (e) an estimate of the costs, expenses, fees, or other charges that may be required to be paid by the Association if the conditions for payment under the Claim Agreement occur, which estimate shall be expressed as a range for each type of cost, expense, fee, or other charge; and (f) a description of the process the law firm, attorney and/or the Inspection Company will use to evaluate the Common Element Construction Claim and whether destructive testing will be required (i.e., the removal of all or portions of the Building, Systems, Common Elements, Units, or Improvements). If destructive testing will be required or is likely to occur, the notice shall include a description of the destructive testing, likely locations of the destructive testing, whether the Owner's use of their Units or the Common Elements will be affected by such testing, and if the destructive testing occurs the means or method the Association will use to repair the Building, Systems, Common Elements, Units, or Improvements affected by such testing, the estimated costs thereof, and an estimate of Assessments that may be levied against the Owners for such repairs. The notice required by this paragraph must be prepared and signed by a person other than the law firm or attorney who is a

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party to the proposed Claim Agreement being approved by the Members. In the event Members holding sixty-seven percent (67%) of the votes in the Association approve the law firm and/or attorney who will prosecute the Common Element Construction Claim, and the Inspection Company who will prepare the Common Element Report or perform any other investigation or inspection of the Common Elements related to a Common Element Construction Claim, and the Claim Agreement(s), the Board shall have the authority to engage the law firm and/or attorney, and the Inspection Company, and enter into the Claim Agreement approved by the Members.

20.4.2. Provide Notice of the Investigation or Inspection.

As provided in *Section 20.4.3* below, a Common Element Report is required which is a written inspection report issued by the Inspection Company. Before conducting an investigation or inspection that is required to be memorialized by the Common Element Report, the Association must have provided at least ten (10) days prior written notice of the date on which the investigation or inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Common Element Report, the specific Common Elements to be investigated or inspected, and the date and time the investigation or inspection will occur. Each Respondent may attend the investigation or inspection, personally or through an agent.

20.4.3. Obtain a Common Element Report.

The requirements related to the Common Element Report set forth in this Section 20.4.3 are intended to provide assurance to the Claimant, Respondent, and the Owners that the substance and conclusions of the Common Element Report and recommendations are not affected by influences that may compromise the professional judgment of the party preparing the Common Element Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Common Element Report is compromised.

Obtain a written independent third-party report for the Common Elements (the "**Common Element Report**") from a professional engineer licensed by the Texas Board of Professional Engineers with an office located in Comal County, Texas (the "**Inspection Company**"). The Common Element Report must include: (i) a description with photographs of the Common Elements subject to the Common Element Construction Claim; (ii) a description of the present physical condition of the Common Elements subject to the Common Element Construction Claim; (iii) a detailed description of any modifications, maintenance, or repairs to the Common Elements performed by the Association or a third-party, including any Respondent; and (iv) specific and detailed recommendations regarding remediation and/or repair of the Common Elements subject to the Common Element Construction Claim. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Common Element Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an

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office located in Comal County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Common Element Report must be obtained by the Association. The Common Element Report will not satisfy the requirements of this *Section 20.4.3* and is not an "independent" report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Association or proposes to represent the Association; (b) the costs and expenses for preparation of the Common Element Report are not required to be paid directly by the Association to the Inspection Company at the time the Common Element Report is finalized and delivered to the Association; or (c) the law firm or attorney that presently represents the Association or proposes to represent the Association has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Association's agreement with the law firm or attorney) the Association for the costs and expenses for preparation of the Common Element Report. For avoidance of doubt, an "independent" report means that the Association has independently contracted with the Inspection Company on an arms-length basis based on customary terms for the preparation of engineering reports and that the Association will directly pay for the report at the time the Common Element Report is finalized and delivered to the Association.

20.4.4. Provide a Copy of Common Element Report to all Respondents and Owners. Upon completion of the Common Element Report, and in any event no later than three (3) days after the Association has been provided a copy of the Common Element Report, the Association will provide a full and complete copy of the Common Element Report to each Respondent and to each Owner. The Association shall maintain a written record of each Respondent and Owner who was provided a copy of the Common Element Report which will include the date the report was provided. The Common Element Report shall be delivered to each Respondent by hand-delivery and to each Owner by mail.

20.4.5. Provide a Right to Cure Defects and/or Deficiencies Noted on Common Element Report. Commencing on the date the Common Element Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Common Element Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Common Element Report; and (iii) correct any condition identified in the Common Element Report. As provided in *Section 3.11* above, the Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Common Element Report.

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20.4.6. Hold Owner Meeting and Obtain Approval. In addition to obtaining approval from Members for the terms of any Claim Agreement, the Association must obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to provide the Notice described in *Section 20.6*, initiate the mandatory dispute resolution procedures set forth in this *Article 20*, or take any other action to prosecute a Common Element Construction Claim, which approval from Members must be obtained at a meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (i) the nature of the Common Element Construction Claim, the relief sought, the anticipated duration of prosecuting the Common Element Construction Claim, and the likelihood of success; (ii) a copy of the Common Element Report; (iii) a copy of any Claim Agreement between the Association and the law firm and/or attorney selected by the Association to assert or provide assistance with the Common Element Construction Claim; (iv) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which the Association may be liable as a result of prosecuting the Common Element Construction Claim; (v) a summary of the steps previously taken by the Association to resolve the Common Element Construction Claim; (vi) a statement that initiating the lawsuit or arbitration proceeding to resolve the Common Element Construction Claim may affect the market value, marketability, or refinancing of a Unit while the Common Element Construction Claim is prosecuted; and (vii) a description of the manner in which the Association proposes to fund the cost of prosecuting the Common Element Construction Claim. The notice required by this paragraph must be prepared and signed by a person who is not (a) the attorney who represents or will represent the Association in the Common Element Construction Claim; (b) a member of the law firm of the attorney who represents or will represent the Association in the Common Element Construction Claim; or (c) employed by or otherwise affiliated with the law firm of the attorney who represents or will represent the Association in the Common Element Construction Claim. In the event Members approve providing the Notice described in *Section 20.6*, or taking any other action to prosecute a Common Element Construction Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Common Element Construction Claim.

20.5. **Unit Construction Claim by Owners**. Class action proceedings are prohibited, and no Unit Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Declaration. In the event an Owner asserts a Unit Construction Claim, as a precondition to providing the Notice defined in *Section 20.6*, initiating the mandatory dispute resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Unit Construction Claim, the Owner must:

20.5.1. Provide Notice of the Investigation or Inspection.

As provided in *Section 20.5.2* below, a Unit Report is required which is a written inspection report issued by the Inspection Company. Before conducting an investigation or inspection that

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is required to be memorialized by the Unit Report, the Owner must have provided at least ten (10) days prior written notice of the date on which the investigation or inspection will occur to each Respondent which notice shall identify the Inspection Company preparing the Unit Report, the Unit and areas of the Unit to be investigated or inspected, and the date and time the investigation or inspection will occur. Each Respondent may attend the investigation or inspection, personally or through an agent.

20.5.2. Obtain a Unit Report.

The requirements related to the Unit Report set forth in this Section 20.5.2 are intended to provide assurance to the Claimant and Respondent that the substance and conclusions of the Unit Report and recommendations are not affected by influences that may compromise the professional judgment of the party preparing the Unit Report, and to avoid circumstances which would create the appearance that the professional judgment of the party preparing the Unit Report is compromised.

Obtain a written independent third-party report for the Unit (the "**Unit Report**") from an Inspection Company. The Unit Report must include: (i) a description with photographs of the Unit and portions of the Unit subject to the Unit Construction Claim; (ii) a description of the present physical condition of the Unit; (iii) a detailed description of any modifications, maintenance, or repairs to the Unit performed by the Owner or a third-party, including any Respondent; (iv) specific and detailed recommendations regarding remediation and/or repair of the Unit. For the purpose of subsection (iv) of the previous sentence, the specific and detailed recommendations must also include the specific process, procedure, materials, and/or improvements necessary and required to remediate and/or repair the deficient or defective condition identified in the Unit Report and the estimated costs necessary to effect such remediation and/or repairs. The estimate of costs required by the previous sentence shall be obtained from third-party contractors with an office located in Comal County, Texas, and each such contractor providing the estimate must hold all necessary or required licenses from the Texas Department of Licensing and Regulation or otherwise required by Applicable Law for the work to which the cost estimate relates.

The Unit Report must be obtained by the Owner. The Unit Report will not satisfy the requirements of this *Section 20.5.2* and is not an "independent" report if: (a) the Inspection Company has an arrangement or other agreement to provide consulting and/or engineering services with the law firm or attorney that presently represents the Owner or proposes to represent the Owner; (b) the costs and expenses for preparation of the Unit Report are not directly paid by the Owner to the Inspection Company no later than the date the Unit Report is finalized and delivered to the Owner; or (c) the law firm or attorney that presently represents the Owner or proposes to represent the Owner has agreed to reimburse (whether unconditional or conditional and based on the satisfaction of requirements set forth in the Owner's agreement with the law firm or attorney) the Owner for the costs and expenses for preparation of the Unit Report. For avoidance of doubt, an "independent" report means that the Owner has independently contracted with the Inspection Company on an arms-length basis based on customary terms for

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the preparation of engineering reports and that the Owner will directly pay for the report no later than the date the Unit Report is finalized and delivered to the Owner.

20.5.3. Provide a Copy of Unit Report to all Respondents. Upon completion of the Unit Report, and in any event no later than three (3) days after the Owner has been provided a copy of the Unit Report, the Owner will provide a full and complete copy of the Unit Report to each Respondent. The Owner shall maintain a written record of each Respondent who was provided a copy of the Unit Report which will include the date the report was provided. The Unit Report shall be delivered to each Respondent by hand-delivery.

20.5.4. Right to Cure Defects and/or Deficiencies Noted on Unit Report. Commencing on the date the Unit Report has been completed and continuing for a period of ninety (90) days thereafter, each Respondent shall have the right to: (i) inspect any condition identified in the Unit Report; (ii) contact the Inspection Company for additional information necessary and required to clarify any information in the Unit Report; and (iii) correct any condition identified in the Unit Report. As provided in *Section 3.11* above, the Declarant has an easement throughout the Property for itself, and its successors, assigns, architects, engineers, other design professionals, builders, and general contractors that may be utilized during such ninety (90) day period and any additional period needed thereafter to correct a condition identified in the Unit Report.

20.5.5. Common Element Construction Claim. Pursuant to *Section 20.4* above, a Unit Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings for a Common Element Construction Claim. In the event that a court of competent jurisdiction or arbitrator determines that a Unit Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings for a Common Element Construction Claim, such Unit Owner shall be required, since a Common Element Construction Claim could affect all Owners, as a precondition to providing the Notice defined in *Section 20.6*, initiating the mandatory dispute resolution procedures set forth in this *Article 20*, or taking any other action to prosecute a Common Element Construction Claim, to comply with the requirements imposed by the Association in accordance with *Section 20.4.2* (Provide Notice of Inspection), *Section 20.4.3* (Obtain a Common Element Report), *Section 20.4.4* (Provide a Copy of Common Element Report to all Respondents and Owners), *Section 20.4.5* (Provide Right to Cure Defects and/or Deficiencies Noted on Common Element Report), *Section 20.4.6* (Owner Meeting and Approval), and *Section 20.6* (Notice).

20.6. **Notice**. Claimant must notify Respondent in writing of the Claim (the "**Notice**"), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons involved, and Respondent's role in the Claim; (ii) the basis of the Claim (*i.e.*, the provision of the Documents or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 20.6*. For Construction Claims governed by Chapter 27 of the Texas Property Code, the

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time period for negotiation in *Section 20.7* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Construction Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 20.7*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 20.7* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Construction Claim. The one hundred twenty (120) day period for mediation set forth in *Section 20.8* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 20.8* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association and for a Common Element Construction Claim, the Notice will also include: (a) a true and correct copy of the Common Element Report, and any and all other reports, studies, analyses, and recommendations obtained by the Association related to the Common Elements; (b) a copy of any Claim Agreement; (c) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved the law firm and attorney and the written agreement between the Association and the law firm and/or attorney in accordance with *Section 20.4.1*; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 20.4.6* above; and (e) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and the Claim is a Unit Construction Claim, the Notice will also include a true and correct copy of the Unit Report.

20.7. **Negotiation**. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually-acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property.

20.8. **Mediation**. If the parties negotiate but do not resolve the Claim through negotiation within one hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the thirty (30) day period, Respondent will submit the Claim to mediation in accordance with this *Section 20.8*. If the Parties do not settle the Claim within thirty (30) days after

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submission to mediation, Respondent or Claimant may initiate arbitration proceedings in accordance with *Section 20.9*.

20.9. **Binding Arbitration - Claims**. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 20.9*.

20.9.1. Governing Rules. If a Claim has not been resolved by mediation in accordance with *Section 20.8*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 20.9* and the American Arbitration Association (the "**AAA**") Construction Industry Arbitration Rules and Mediation Procedures and, if applicable, the rules contained in the AAA Supplementary Procedures for Consumer Related Disputes, as each are supplemented or modified by AAA (collectively, the Construction Industry Arbitration Rules and Mediation Procedures and AAA Supplementary Procedures for Consumer Related Disputes are referred to herein as the "**AAA Rules**"). In the event of any inconsistency between the AAA Rules and this *Section 20.9*, this *Section 20.9* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows: (i) one (1) arbitrator shall be selected by the Respondent, in its sole and absolute discretion; (ii) one (1) arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and (iii) one (1) arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

20.9.2. Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 20.9* will limit the right of Claimant or Respondent, and Claimant and Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self-help remedies shall not constitute a waiver of the right of any party, to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

20.9.3. Statute of Limitations. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 20.9*.

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20.9.4. Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the Applicable Law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 20.9* and subject to *Section 20.10;* **provided, however, attorney's fees and costs may not be awarded by the arbitrator to either Claimant or Respondent**. In addition, for a Construction Claim, or any portion of a Construction Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code, **except that the arbitrator may not award attorney's fees and/or costs to either Claimant or Respondent**. In all arbitration proceedings, the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of Applicable Law; or (iv) a cause of action or remedy not expressly provided under Applicable Law. **In no event may an arbitrator award speculative, special, exemplary, treble or punitive damages for any Claim.**

20.9.5. Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred eighty (180) days of the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in Comal County, Texas. Unless otherwise provided by this *Section 20.9*, the arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Claimant and Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law. In no event shall Claimant or Respondent discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

20.10. **Allocation of Costs**. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

20.11. **General Provisions**. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

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20.12. **Period of Limitation**.

20.12.1. For Actions by an Owner or Occupant of a Unit. The exclusive period of limitation for any of the Parties to bring any Claim shall be the earliest of: (i) for a Construction Claim, two (2) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Construction Claim; (ii) for Claims other than Construction Claims, four (4) years and one (1) day from the date that the Owner or Occupant discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In the event that a court of competent jurisdiction determines that a Unit Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings for a Common Element Construction Claim, the exclusive period of limitation for such Common Element Construction Claim, shall be the earliest of: (a) two (2) years and one (1) day from the date that the Owner or the Association discovered or reasonably should have discovered evidence of the Common Element Construction Claim; or (b) the applicable statute of limitations for the Common Element Construction Claim. In no event shall this *Section 20.12.1* be interpreted to extend any period of limitations.

20.12.2. For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim shall be the earliest of: (i) for a Common Element Construction Claim, two (2) years and one (1) day from the date that the Association or its manager, board members, officers, or agents discovered or reasonably should have discovered evidence of the Common Element Construction Claim; (ii) for Claims other than a Common Element Construction Claim, four (4) years and one (1) day from the date that the Association or its manager, board members, officers, or agents discovered or reasonably should have discovered evidence of the Claim; or (iii) the applicable statute of limitations for such Claim. In no event shall this *Section 20.12.2* be interpreted to extend any period of limitations.

20.13. **Funding the Resolution of Claims**. The Association must levy a Special Assessment to fund estimated costs to resolve a Construction Claim pursuant to this *Article 20*. The Association may not use its annual operating income or reserve funds to fund the costs to resolve a Construction Claim unless the Association has previously established and funded a dispute resolution fund.

ARTICLE 21
GENERAL PROVISIONS

21.1. **Supremacy of Master Declaration**. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by this Declaration, he or she is subject to the Master Declaration.

21.2. **Notices**. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either by **electronic mail**, personally or by mail. Such notice

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shall be deemed delivered at the time of personal or **electronic delivery**, and if delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association.

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

21.4. **Duration**. Unless terminated or amended by Owners as permitted herein, the provisions of this Declaration run with and bind the Property, and will remain in effect perpetually to the extent permitted by Applicable Law.

21.5. **Captions**. In all Documents, the captions of articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer.

21.6. **Construction**. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections, or articles hereof. Throughout this Declaration there appears text enclosed by a box. These boxed notices are used to aid in the reader's comprehension of certain provisions of this Declaration and are not to be construed as defining or modifying the text. In the event of a conflict between the text enclosed by a box and any provision of this Declaration, the provision of this Declaration will control.

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21.7. **Appendix/ Attachments**. The following appendixes, attachments and exhibits are attached to this Declaration and are incorporated herein by reference:

Attachment 1	Plat and Plans
Attachment 2	Encumbrances
Attachment 3	Schedule of Allocated Interests
Attachment 4	Area of Common Responsibility and Maintenance Chart
Attachment 5	Guide to Association's Examination of Common Elements
Attachment 6	Guide to Association's Major Management and Governance Functions
Appendix "A"	Declarant Representations and Reservations

[SIGNATURE PAGE FOLLOWS]

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EXECUTED on this 26th day of March, 2025.

DECLARANT:

RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership

By: REGAL, LLC, a Texas limited liability company, its general partner

By: _____
Printed Name: CLINT JONES
Title: PRESIDENT

STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me on the 26 day of MARCH, 2025, by CLINT JONES, PRESIDENT of REGAL, LLC, a Texas limited liability company, general partner of RIVER'S EDGE AT GRUENE, LP, a Texas limited partnership, on behalf of said entities.

(SEAL)

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

_____
Notary Public, State of Texas

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ACKNOWLEDGED AND AGREED FOR
PURPOSES OF *SECTION 3.12* OF THIS DECLARATION

MASTER ASSOCIATION:

RIVER'S EDGE AT GRUENE MASTER COMMUNITY ASSOCIATION, INC.,
a Texas nonprofit corporation

By: _____
Clint Jones, Director

By: _____
Steve Carnes, Director

By: _____
Don Bleasdell, Director

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THE STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me this 26th day of MARCH, 2025, by Clint Jones, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me this 28th day of MARCH, 2025, by Steve Carnes, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

LISA RANDOLPH
My Notary ID # 6835829
Expires September 8, 2028

Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me this 25th day of March, 2025, by Don Bleasdell, Director of River's Edge at Gruene Master Community Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

(SEAL)

KARINA A VILLALPANDO
Notary ID #130964820
My Commission Expires
January 21, 2026

Notary Public Signature

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CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the lien and security interest created by that certain Deed of Trust Security Agreement - Financing Statement Assignment of Rents recorded as Document No. 202406036324 in the Official Public Records of Comal County, Texas (the "**Deed of Trust**"), securing a Promissory Note of even date therewith, executes this Consent of Mortgagee solely for the purposes of (i) evidencing its consent to the Declarant's execution of the Declaration required pursuant to Section 82.051(b) of the Texas Property Code, and (ii) subordinating the lien and security interest granted by the Deed of Trust to the Declaration, both on the condition that the lien and security interest granted by the Deed of Trust is and shall remain superior to any Assessment lien granted or created by the Declaration in all events.

TEXAS COMMUNITY BANK,
a Texas state bank

By: _____
Printed Name: Adam Garza
Title: Executive V.P.

STATE OF TEXAS §
§
COUNTY OF Bexar §

This instrument was acknowledged before me on this 2nd day of April, 2025 by Adam Garza, Executive V.P. of TEXAS COMMUNITY BANK, a Texas state bank, on behalf of said bank.

GISELLE JUAREZ
Notary Public, State of Texas
Comm. Expires 01/11/2028
Notary ID 124714265

Notary Public, State of Texas

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ATTACHMENT 1

[CONDOMINIUM PLAT AND PLANS]

The plat and plans, attached hereto as Attachment 1 contains the information required by the Texas Uniform Condominium Act.

Printed Name: Dustin E. Trousil
RPLS or License No. 6335

BOUNDARIES OF UNIT

The legal boundaries of each Unit are established by the Declarant and the Plat and Plans attached hereto. However, each Owner acknowledges that the Unit may be measured and depicted in a manner which differs from the legal boundaries of a Unit. For example, the Unit may be measured or depicted differently for tax purposes, appraisal purposes, sales purposes, and for purposes of carpeting and paint. No single measurement is definitive for all purposes. Measurements may be of the area under roof, or the air conditioned space, or the area within the Unit's legal boundaries. The Unit's partition wall cavities and/or its perimeter wall cavities may or may not be included.

SEE NEXT PAGE FOR ORIGINAL CERTIFICATION

RIVER'S EDGE AT GRUENE RESIDENTIAL CONDOMINIUMS

MASTER UNIT 1 AND MASTER UNIT 2 CREATED BY THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME FOR RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS, RECORDED AS DOCUMENT NO. _____ IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, (THE "MASTER DECLARATION").

CERTIFICATION
EXHIBIT "A"
(CONDOMINIUM PLAT AND PLANS)

THE PLAT AND PLANS, ATTACHED HERETO, CONTAIN THE INFORMATION REQUIRED BY SECTIONS 82.052 AND 82.059 OF THE TEXAS UNIFORM CONDOMINIUM ACT, AS APPLICABLE.

GENERAL NOTES

1. ALL IMPROVEMENTS AND LAND REFLECTED ON THE CONDOMINIUM PLAT ARE DESIGNATED AS GENERAL COMMON ELEMENTS SUBJECT TO DEVELOPMENT RIGHTS, SAVE AND EXCEPT PORTIONS OF THE REGIME DESIGNATED AS LIMITED COMMON ELEMENTS OR UNITS: (I) IN THE DECLARATION OF CONDOMINIUM REGIME FOR RIVERS EDGE AT GRUENE RESIDENTIAL CONDOMINIUMS (THE "DECLARATION") OR (II) ON THIS PLAT.
2. OWNERSHIP AND USE OF CONDOMINIUM UNITS ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION.
3. THE UNITS, LIMITED COMMON ELEMENTS AND GENERAL COMMON ELEMENTS ARE SUBJECT TO ALL SPECIAL DECLARANT RIGHTS AS SET FORTH IN SECTION 82.003(A)(22) OF THE TEXAS PROPERTY CODE AND CERTAIN ADDITIONAL RIGHTS AND RESERVATIONS IN FAVOR OF THE DECLARANT AS SET FORTH IN THE DECLARATION.
4. BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2018)
5. VERTICAL DATUM: NAVD88
6. ALL DISTANCES SHOWN ARE GRID VALUES.

LEGEND

△	CALCULATED POINT
●	IRON ROD (AS NOTED)
○	IRON PIPE (AS NOTED)
⊙	5/8" IRON ROD STAMPED "LJA SURVEY" SET
O.P.R.C.C.TX.	OFFICIAL PUBLIC RECORDS COMAL COUNTY TEXAS
P.R.C.C.TX.	PLAT RECORDS COMAL COUNTY TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
O.S.S.F.	ON-SITE SEWAGE FACILITY
AC	ACRES
LCE	LIMITED COMMON ELEMENTS
GCE*	GENERAL COMMON ELEMENTS SUBJECT TO DEVELOPMENT RIGHTS
MMA	MASTER MAINTAINED AREA
———	BOUNDARY LINE
———	ADJOINER LINE
———	TRACT LINE
———	RIGHT-OF-WAY LINE
- - - - - -	ACCESS EASEMENT LINE
— — — — —	SEPTIC FIELD

STATE OF TEXAS
REGISTERED
DUSTIN E TROUSIL
6335
PROFESSIONAL
LAND SURVEYOR

DUSTIN E. TROUSIL — DATE: 3/24/25
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6335

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...ruene River Tract at FM 306\06-CAD\Civil 3D\Plats\Final Plat\S4636-2402 Rivers
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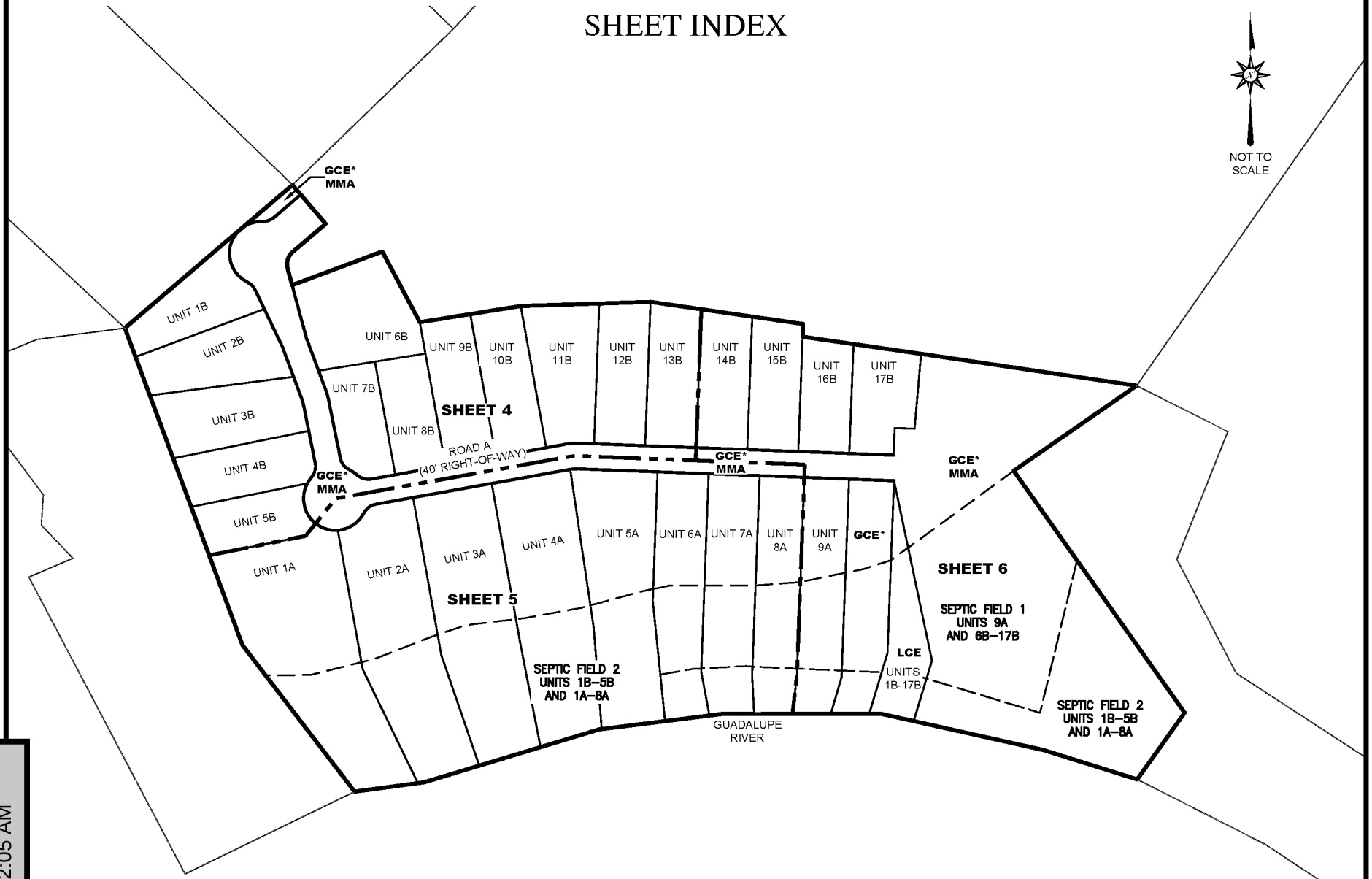
SHEET	1
OF	7
DATE:	03/24/25
DRWN BY:	JBC
CHKD BY:	DET
PROJ NO.	LJAS4636-2402

CONDOMINIUM PLAT
RIVER'S EDGE AT GRUENE
RESIDENTIAL CONDOMINIUMS
IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
COMAL COUNTY, TEXAS

LJA Surveying, Inc.
7500 Rialto Blvd., Building II, Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

RIVERS EDGE AT GRUENE RESIDENTIAL CONDOMINIUMS
SHEET INDEX



SHEET 2 OF 7	DATE:	03/24/25
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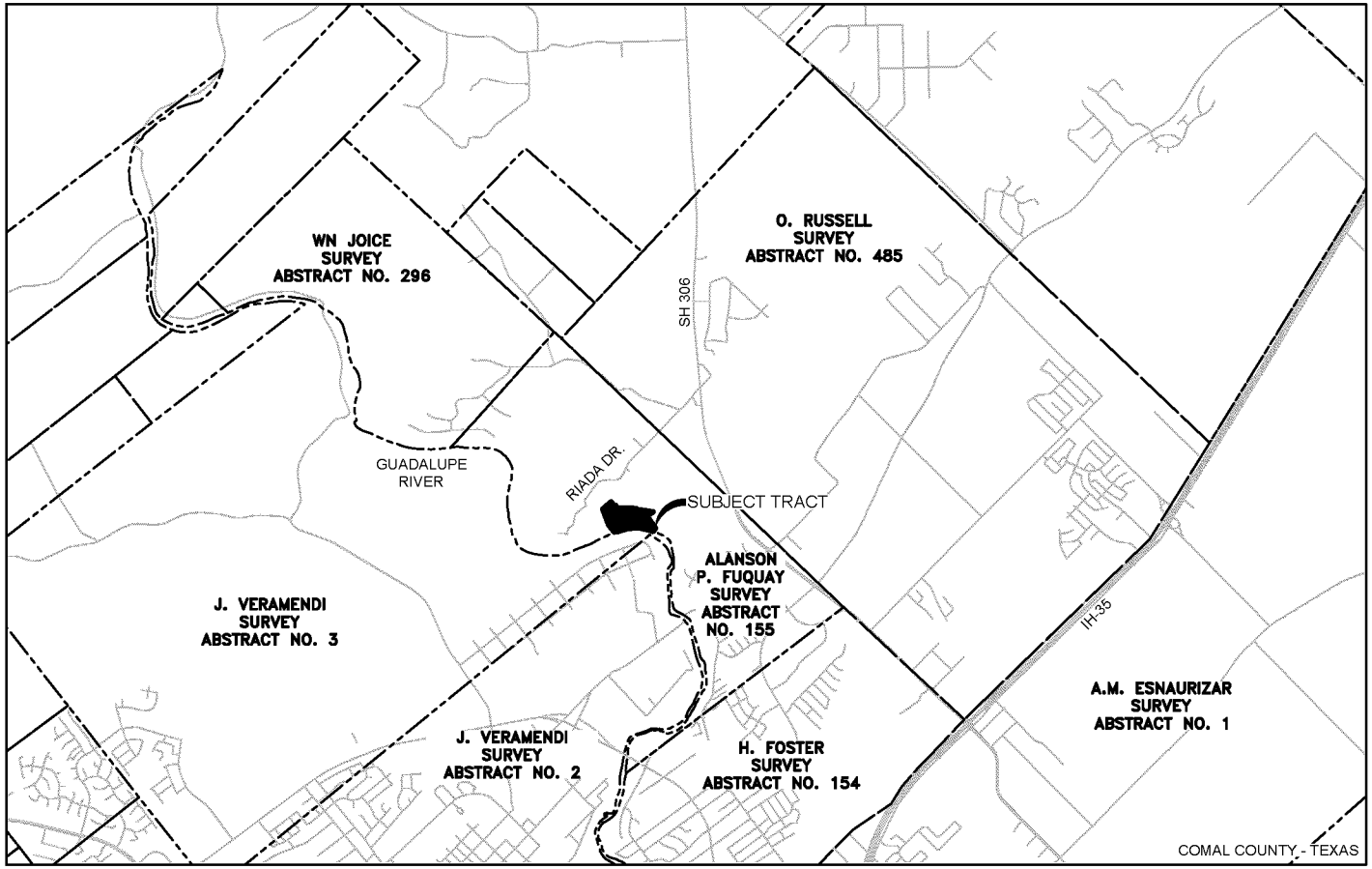
RIVERS EDGE AT GRUENE RESIDENTIAL CONDOMINIUMS
VICINITY MAP

NOT TO SCALE



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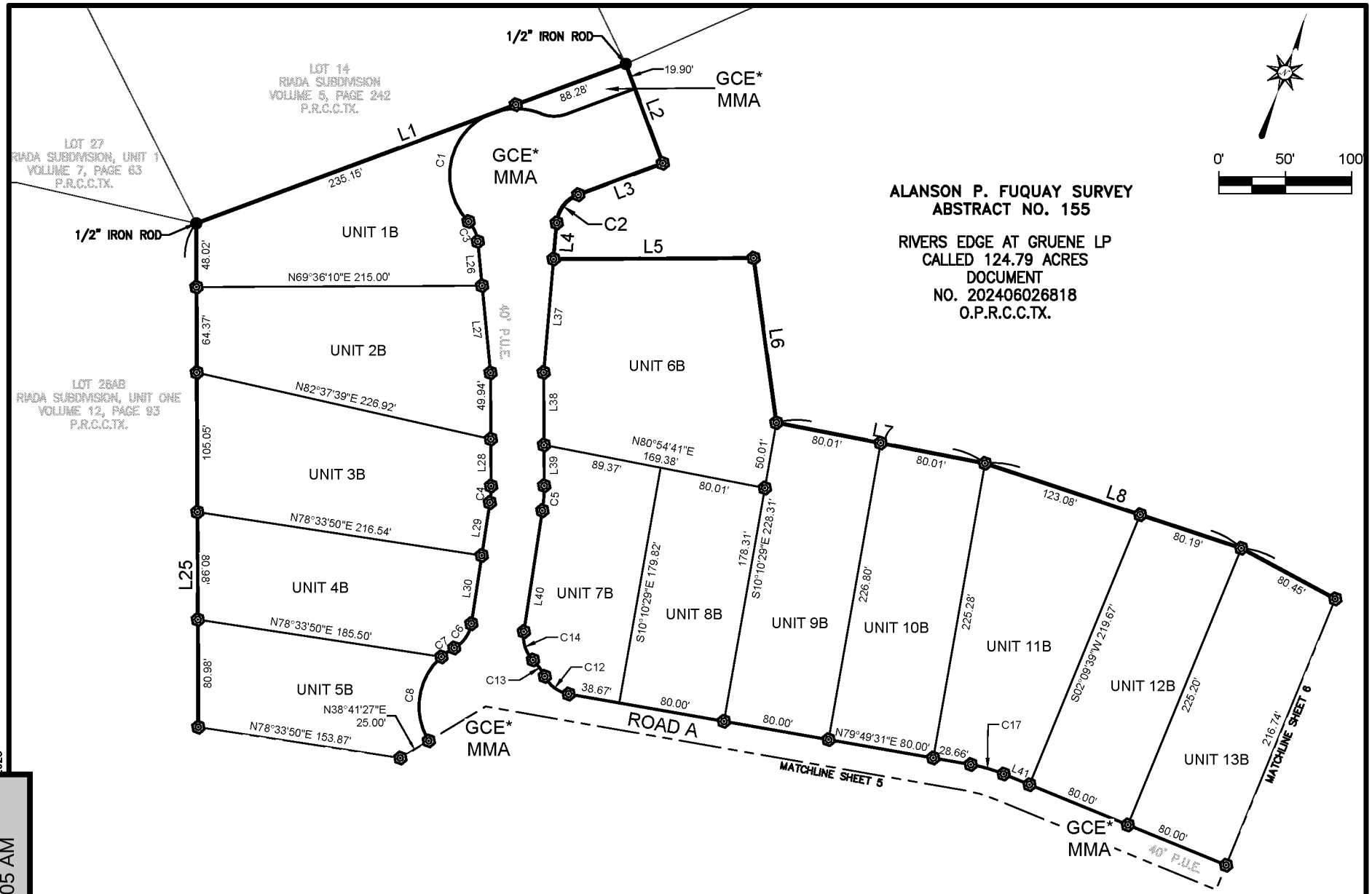

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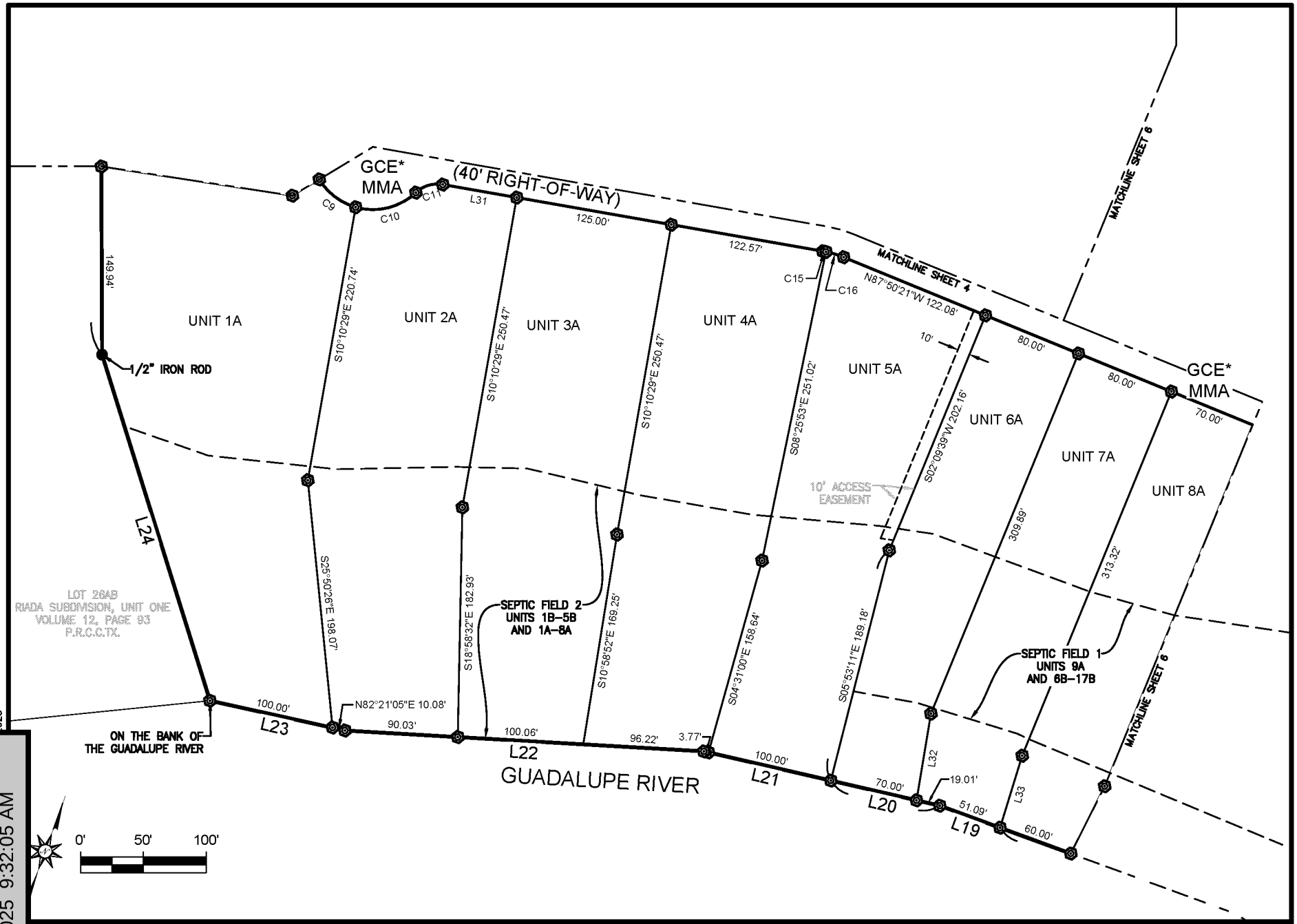

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OF 7

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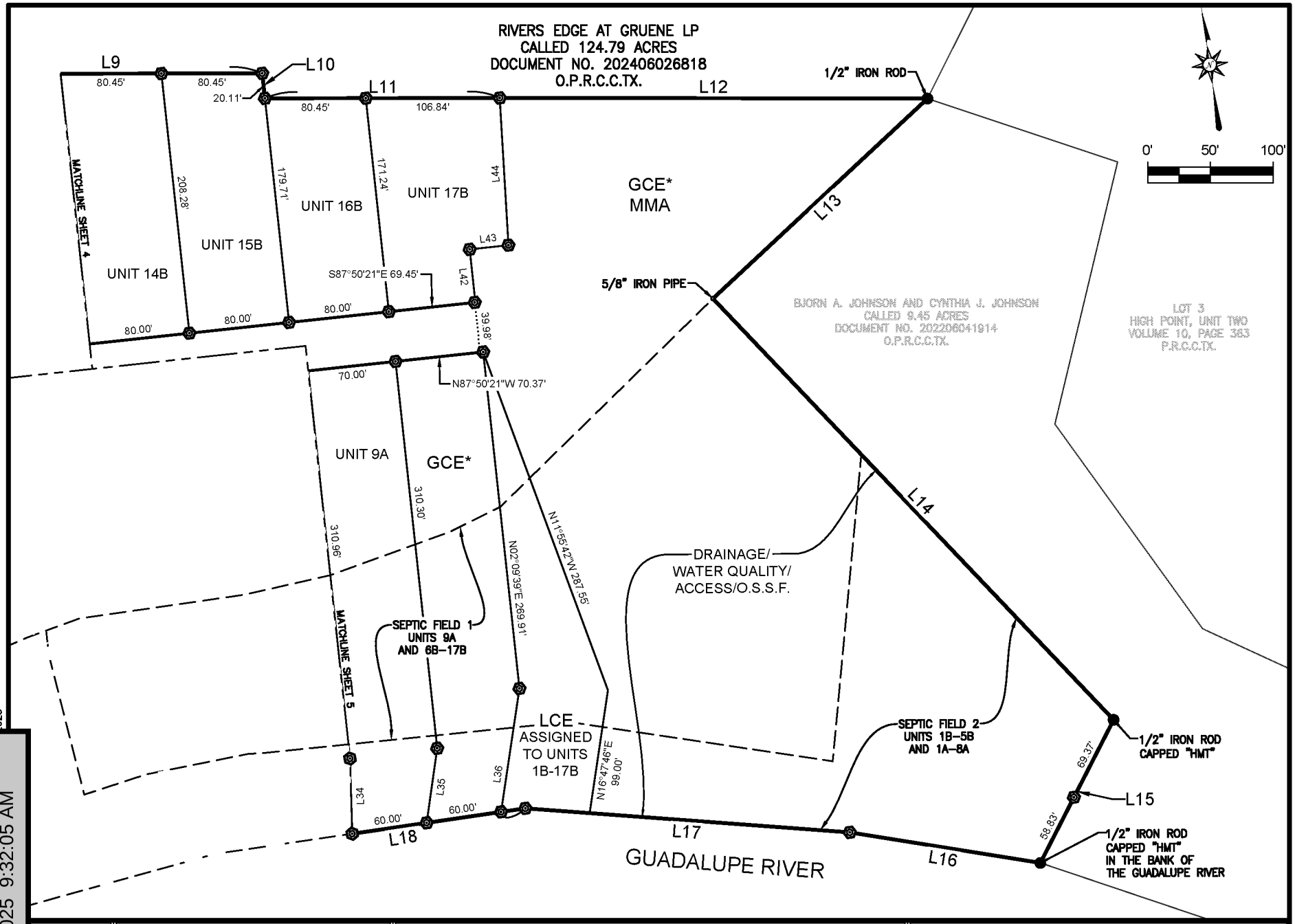

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Line Table		
Line #	Direction	Length
L1	N49° 29' 59"E	344.91'
L2	S40° 33' 04"E	79.90'
L3	S49° 29' 59"W	67.90'
L4	S15° 08' 21"E	27.31'
L5	N69° 36' 10"E	150.63'
L6	S27° 58' 00"E	125.09'
L7	N80° 54' 41"E	160.03'
L8	N88° 12' 29"E	203.27'
L9	S81° 48' 06"E	241.34'
L10	S02° 09' 39"W	20.11'
L11	S81° 48' 06"E	187.28'
L12	S81° 35' 47"E	341.15'
L13	S55° 19' 07"W	233.91'
L14	S35° 15' 33"E	463.59'
L15	S35° 25' 25"W	128.21'
L16	N72° 34' 16"W	153.87'
L17	N77° 27' 07"W	259.52'
L18	S89° 57' 35"W	199.56'
L19	S89° 56' 08"W	51.09'
L20	S82° 50' 53"W	89.01'

Line Table		
Line #	Direction	Length
L21	S82° 50' 20"W	103.77'
L22	S73° 12' 16"W	286.31'
L23	S82° 21' 05"W	110.09'
L24	N37° 26' 18"W	288.51'
L25	N20° 21' 19"W	529.34'
L26	N25° 39' 19"W	33.47'
L27	N25° 39' 19"W	65.85'
L28	N20° 23' 50"W	35.34'
L29	N11° 26' 10"W	40.33'
L30	N11° 26' 10"W	51.92'
L31	S79° 49' 31"W	59.77'
L32	S10° 40' 55"E	70.01'
L33	S02° 58' 49"E	60.00'
L34	S06° 37' 23"W	60.01'
L35	S16° 21' 18"W	60.01'
L36	N16° 47' 46"E	99.48'
L37	S15° 08' 21"E	85.77'
L38	S20° 23' 50"E	54.59'
L39	S20° 23' 50"E	30.70'
L40	S11° 26' 10"E	92.24'

Line Table		
Line #	Direction	Length
L41	S87° 50' 21"E	21.03'
L42	N02° 09' 39"E	42.50'
L43	S87° 50' 21"E	31.10'
L44	N04° 56' 07"E	117.65'

Curve Table					
Curve #	Arc Length	Radius	Delta	Chord Bearing	Chord Distance
C1	96.13'	50.00	110°09'31"	N09° 16' 02"W	81.99'
C3	16.88'	25.00	38°41'28"	N45° 00' 04"W	16.56'
C4	12.51'	80.00	8°57'40"	N15° 55' 00"W	12.50'
C5	18.77'	120.00	8°57'40"	S15° 55' 00"E	18.75'
C6	23.18'	25.00	53°07'48"	N15° 07' 44"E	22.36'
C7	11.75'	50.00	13°27'36"	N34° 57' 50"E	11.72'
C8	69.41'	50.00	79°32'35"	N11° 32' 15"W	63.97'
C9	37.40'	50.00	42°51'24"	N72° 44' 15"W	36.53'
C10	51.61'	50.00	59°08'20"	S56° 15' 53"W	49.35'
C11	23.18'	25.00	53°07'48"	S53° 15' 37"W	22.36'
C12	23.18'	25.00	53°07'48"	S73° 36' 35"E	22.36'
C13	15.29'	50.00	17°31'18"	S55° 48' 19"E	15.23'
C14	23.18'	25.00	53°07'48"	S38° 00' 04"E	22.36'
C15	2.43'	80.00	1°44'36"	S80° 41' 49"W	2.43'
C16	14.79'	80.00	10°35'32"	S86° 51' 53"W	14.77'
C17	25.84'	120.00	12°20'08"	N85° 59' 35"E	25.79'

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TAX CERTIFICATE

Certificate # 15882

P O Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 70743 Geo ID: 600930019501
Legal Acres: 64.8060
Legal Desc: A-155 SUR- 35 A P FUQUAY, ACRES 64.806
Situs: FM 306 NEW BRAUNFELS, TX 78132
DBA:
Exemptions:

Owner ID: 1110537 100.00%
RIVERS EDGE AT GRUENE LP
6 GRUENE WALD
NEW BRAUNFELS, TX 78130

For Entities

(ESD7) COMAL COUNTY EMERGEN
COMAL COUNTY
COMAL COUNTY LATERAL ROAD
COMAL ISD

Value Information

Improvement HS:	0
Improvement NHS:	0
Land HS:	0
Land NHS:	2,342,090
Productivity Market:	0
Productivity Use:	0
Assessed Value	2,342,090

Current/Delinquent Taxes

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

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

Effective Date: 03/28/2025 Total Due if paid by: 03/31/2025 0.00

Tax Certificate Issued for:	Taxes Paid in 2024
COMAL COUNTY	5,309.87
COMAL COUNTY LATERAL ROAD	878.64
COMAL ISD	25,456.18
(ESD7) COMAL COUNTY EMERGEN	1,180.34

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

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

A tax certificate issued through fraud or collusion is void.

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

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

COMAL COUNTY TAX ASSESSOR COLLECTOR

Date of Issue: 03/28/2025
Requested By: WINSTEAD
Fee Amount: 10.00
Reference #:

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ATTACHMENT 2

ENCUMBRANCES

1. Electric Water Sewer Line Right-of-Way Agreement to City of New Braunfels (Utilities) recorded in Volume 267, Page 1 and corrected in Volume 267, Page 818, of the Deed Records of Comal County, Texas.

2. NBU Water and Wastewater Easement recorded in Document No. 201606027233, of the Official Public Records of Comal County, Texas.

3. New Braunfels Utilities Water and Wastewater Easements recorded in Document Numbers 202006052944, 202006052946 and 202006052947, of the Official Public Records of Comal County, Texas.

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ATTACHMENT 3

COMMON INTEREST ALLOCATION

The Common Interest Allocation and Common Expense Liability for each Unit is 1/26 or 3.85%. Each Unit is allocated one (1) vote.

THE COMMON INTEREST ALLOCATION ASSIGNED TO A PARTICULAR UNIT WILL CHANGE IF THERE IS AN INCREASE OR DECREASE IN THE NUMBER OF UNITS SUBJECT TO THIS DECLARATION.

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ATTACHMENT 4

AREA OF COMMON RESPONSIBILITY AND MAINTENANCE CHART

"All aspects" includes maintenance, repair, and replacement, as needed.

COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Fences, screening walls, and retaining walls around perimeter of property, not located within a Unit.	All aspects.	None.
Fences enclosing private yards.	None.	All aspects.
Exterior Lighting within a Unit.	None.	All aspects.
Sidewalks located within a Unit.	None.	All aspects.
Mailbox kiosks.	All aspects.	None, except for the keys and locks of the mailboxes.
Exterior street addresses or Unit numbers.	None.	All aspects.
Wastewater System Area	Landscape Services.	All other aspects; all irrigation and landscaping within yards.
Yard area enclosed by a private fence.	None.	All aspects.
Roofs and roof facilities	None.	All aspects.
Exterior components of each Building.	None.	All aspects.
Exterior painting.	None.	All aspects.
Foundation of each Building.	None.	All aspects.

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COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY
Building interior, including improvements, fixtures, partition walls and floors within Building.	None.	All aspects.
Sheetrock within Building & treatments on walls.	None.	All aspects.
Exterior Building Doors, include the Garage Door.	None.	All aspects.
Exterior Building Windows.	None.	All aspects.
Driveways.	None.	All aspects.
HVAC System.	None.	All aspects.
Intrusion alarms, fire alarms, smoke/heat detectors, monitoring equipment	None.	All aspects.
Rainwater Harvesting Systems.	None.	All aspects.
Solar Energy Devices.	None.	All aspects.
Permitted Antennas.	None.	All aspects.
Water, wastewater, electrical lines and system.	All aspects of common lines & systems serving more than one Unit, none for those serving an individual Unit.	All aspects of lines, pipes, fixtures, and appliances serving only that Owner's Unit.

NOTE 1: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such a component.

NOTE 2: If an Owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the Owner.

NOTE 3: Set forth above is a summary of the maintenance obligations imposed upon the Association and the Owners generally as described more fully in this Declaration. Please note that the information set forth in this Attachment 4 is a summary **only** and is not intended to modify any of the provisions of this Declaration. Accordingly, in the event of a conflict between the

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summary set forth in this Attachment 4 and any provision set forth in the Declaration above, the provision set forth in the Declaration above will control.

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ATTACHMENT 5

GUIDE TO THE ASSOCIATION'S EXAMINATION OF COMMON ELEMENTS AND AREA OF COMMON RESPONSIBILITY

This Guide provides information to assist the Board in conducting an annual examination of the Common Elements and Area of Common Responsibility for the purpose of maintaining replacement and repair reserves at a level that anticipates the scheduled replacement or major repair of components of the General Common Elements and the Area of Common Responsibility maintained by the Association. The annual examination is required by *Section 9.4* of the Declaration and is a necessary prerequisite to establishing sufficient reserves as required by *Section 6.12* of the Declaration. Additional information on conducting the examination may be obtained from the Community Associations Institute and their publication, *The National Reserve Study Standards of the Community Associations Institute*. See www.caionline.org. In addition, the Community Associations Institute provides certification for qualified preparers of reserve studies, known as a "Reserve Professionals Designation" (R.S.). Neither this Declaration nor current law requires that the Board engage an individual holding a Reserve Professional Designation for the purpose of conducting the annual examination of the Common Elements. Because laws and practices change over time, the Board should not use this Guide without taking into account applicable changes in law and practice.

Developing a Plan

In developing a plan, the age and condition of Common Elements and the Area of Common Responsibility maintained by the Association must be considered. The possibility that new types of material, equipment, or maintenance processes associated with the repair and/or maintenance of Common Elements and the Area of Common Responsibility should also be taken into account. The individual or company who prepares the examination calculates a suggested annual funding amount and, in doing so, may consider such factors as which components are included, estimated replacement costs of the components, useful lives of the components, inflation, and interest on reserve account balances or other earnings rates. Annual contributions to the replacement fund from annual assessments are based on this examination or reserve study. A reserve study generally includes the following:

- Identification and analysis of each major component of Common Elements and the Area of Common Responsibility maintained by the Association
- Estimates of the remaining useful lives of the components
- Estimates of the costs of replacements or repairs
- A cash flow projection showing anticipated changes in expenditures and contributions over a time period generally ranging between 20 and 30 years
- The "Funding Goal" which is generally one of the following:

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- Component Full Funding: Attaining, over a period of time, and maintaining, once the initial goal is achieved, a cumulative reserve account cash balance necessary to discharge anticipated expenditures at or near 100 percent; or
- Threshold Funding: Maintaining the reserve account cash balance above a specified dollar or percent funded amount.

Note that Threshold Funding will increase the likelihood that special assessments will be required to fund major repairs and replacements. For example, one study has shown that a Threshold Funding goal of 40 to 50% results in an 11.2% chance that the Association will be unable to fund repairs and replacement projects in the next funding year. See "Measuring the Adequacy of Reserves", *Common Ground*, July/August 1997. The same study found that Component Full Funding reduces this likelihood to between .09 and 1.4%.

Finding Common Element and Area of Common Responsibility Component Replacement Information

Common Element and Area of Common Responsibility component replacement information may be obtained from contractors, suppliers, technical specialists, "Reserve Study" specialist or from using tables in technical manuals on useful lives of various components. As provided in *Section 9.4* of the Declaration, the Board must reevaluate its funding level periodically based upon changes to the Common Elements and Area of Common Responsibility as well as changes to replacement costs and component conditions. The specific components of Common Elements include, but are not limited to roads, recreational facilities, and furniture and equipment owned or maintained by the Association. The specific components of the Area of Common Responsibility include components of Units designated, from time to time, to be maintained, repaired, and replaced by the Association. Components covered by maintenance contracts may be excluded if the contracts include maintenance and replacement of the components. The Board must also include within their overall budget a deferred maintenance account for those components requiring periodic maintenance which does not occur annually. Typically, the deferred maintenance account would include such components as painting, staining, and caulking.

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ATTACHMENT 6

GUIDE TO ASSOCIATION'S MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS

This Guide lists several of the major management and governance functions of a typical residential development with a mandatory owners association. The Association's Board of Directors may, from time to time, use this Guide to consider what functions, if any, to delegate to one or more managers, managing agents, employees, or volunteers. Because laws and practices change over time, the Association and/or the Board should not use this Guide without taking account of applicable changes in law and practices.

MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
FINANCIAL MANAGEMENT		
To adopt annual budget and levy Assessments, per Declaration.		
Prepare annual operating budget, periodic operating statements, and year-end statement.		
Identify components of the property the Association is required to maintain. Estimate remaining useful life of each component. Estimate costs and schedule of major repairs and replacements, and develop replacement reserve schedule for 5, 10, and 20-year periods. Annually update same.		
Collect Assessments and maintain Association accounts.		
Pay Association's expenses and taxes.		
Obtain annual audit and income tax filing.		
Maintain fidelity bond on whomever handles Association funds.		

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MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
Report annually to Members on financial status of the Association.		
PHYSICAL MANAGEMENT Inspect, maintain, repair, and replace, as needed, all components of the property for which the Association has maintenance responsibility. Contract for services, as needed to operate or maintain the property. Prepare specifications and call for bids for major projects. Coordinate and supervise work on the property, as warranted.		
ADMINISTRATIVE MANAGEMENT Receive and respond to correspondence from Owners, and assist in resolving Owners' problems related to the Association. Conduct hearings with Owners to resolve disputes or to enforce the Documents. Obtain and supervise personnel and/or contracts needed to fulfill Association's functions. Schedule Association meetings and give owners timely notice of same. Schedule Board meetings and give directors timely notice of same. Enforce the Documents.		

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MAJOR MANAGEMENT & GOVERNANCE FUNCTIONS	PERFORMED BY ASSOCIATION OFFICERS OR DIRECTORS	DELEGATED TO ASSOCIATION EMPLOYEE OR AGENT
Maintain insurance and bonds as required by the Documents or Applicable Law, or as customary for similar types of property in the same geographic area. Maintain Association books, records, and files. Maintain Association's corporate charter and registered agent & address.		
<u>OVERALL FUNCTIONS</u> Promote harmonious relationships within the community. Protect and enhance property values in the community. Encourage compliance with the Documents and Applicable Law and ordinances. Act as liaison between the community of Owners and governmental, taxing, or regulatory bodies. Protect the Association and the property from loss and damage by lawsuit or otherwise.		

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APPENDIX "A"

DECLARANT RESERVATIONS

A.1. General Provisions.

A.1.1. Introduction. Declarant intends the Declaration to be perpetual and understands that provisions pertaining to the initial development, construction, marketing, and control of the Property will become obsolete when Declarant's role is complete. As a courtesy to future users of the Declaration, who may be frustrated by then-obsolete terms, Declarant is compiling certain Declarant-related provisions in this Appendix.

A.1.2. General Reservation and Construction. Notwithstanding other provisions of the Documents to the contrary, nothing contained therein may be construed to, nor may any mortgagee, other Owner, or the Association, prevent or interfere with the rights contained in this Appendix which Declarant hereby reserves exclusively unto itself and its successors and assigns. In case of a conflict between this Appendix "A" and any other Document, this Appendix "A" controls. This Appendix may not be amended without the prior written consent of Declarant. The terms and provisions of this Appendix must be construed liberally to give effect to Declarant's intent to protect Declarant's interests in the Property.

A.1.3. Purpose of Development and Declarant Control Periods. This Appendix gives Declarant certain rights during the Development Period and Declarant Control Period to ensure a complete and orderly sellout of the Property, which is ultimately for the benefit and protection of Owners and mortgagees. The "**Development Period**", as specifically defined in the *Section 1.18* of the Declaration, means the thirty (30) year period beginning on the date this Declaration is Recorded, unless such period is earlier terminated by Declarant's Recordation of a notice of termination. Declarant Control Period is defined in *Section 1.15* of the Declaration.

A.2. Declarant Control Period Reservations. For the benefit and protection of Owners and Mortgagees, and for the purpose of ensuring a complete and orderly build-out and sellout of the Property, Declarant will retain control of the Association, subject to the following:

A.2.1. Appointment of Board and Officers. Declarant may appoint, remove, and replace any officer or director of the Association, none of whom need be Members or Owners, and each of whom is indemnified by the Association as a "Leader," subject to the following limitations: (i) within one hundred twenty (120) days after fifty percent (50%) of the total number of Units that may be created have been conveyed to Owners other than Declarant, at least one-third (1/3) of the Board must be elected by the Owners other than Declarant; and (ii) within one hundred twenty (120) days after seventy-five percent (75%) of the total number of Units that may be created have been conveyed to Owners

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Brandon Mark Olvera
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other than Declarant, all Board members must be elected by all Owners, including the Declarant.

A.2.2. Obligation for Assessments. For each Unit owned by Declarant, Declarant is liable for Special Assessments, Utility Assessments, Individual Assessments, and Deficiency Assessments in the same manner as any Owner. Regarding Regular Assessments, Declarant at Declarant's option may support the Association's budget by either of the following methods: (i) Declarant will pay Regular Assessments on each Declarant owned Unit in the same manner as any Owner; or (ii) Declarant will assume responsibility for the difference between the Association's actual operational expenses as they are paid and the Regular Assessments received from Owners other than Declarant. **On the earlier to occur of three (3) years after the first conveyance of a Unit by the Declarant or termination of the Declarant Control Period, Declarant must begin paying Assessments on each Declarant owned Unit.**

A.2.3. Obligation for Reserves. During the Declarant Control Period, neither the Association nor Declarant may use the Association's working capital or reserve funds to pay operational expenses of the Association.

A.2.4. Common Elements. At or prior to termination of the Declarant Control Period, if title or ownership to any Common Element is capable of being transferred, Declarant will convey title or ownership to the Association. At the time of conveyance, the Common Element will be free of encumbrance except for the property taxes, if any, accruing for the year of conveyance. Declarant's conveyance of title or ownership is a ministerial task that does not require and is not subject to acceptance by the Association or the Owners.

A.3. Development Period Rights. Declarant reserves the following rights during the Development Period:

A.3.1. Annexation. The Property is subject to expansion by phasing for up to thirty (30) years from the date this Declaration is Recorded. During the Development Period, Declarant may annex additional property into the Regime, and subject such property to this Declaration and the jurisdiction of the Association by Recording an amendment or supplement of this Declaration, executed by Declarant, in the Official Public Records of Comal County, Texas.

A.3.2 Creation of Units. When created, the Property contains twenty six (26) Units; however, Declarant reserves the right to create up to and including thirty (30) Units upon full buildout of all phases of the project which may include land added by the Declarant in accordance with *Section 2.3* of the Declaration. Declarant's right to create Units is for a term of years and does not require that Declarant own a Unit within the

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Property at the time or times Declarant exercises its right of creation. The instrument creating additional units must include a revised schedule of allocated interests.

A.3.3. Changes in Development Plan. During the Development Period, Declarant may modify the initial development plan to respond to perceived or actual changes and opportunities in the marketplace. Modifications may include, without limitation, the subdivision or combination of Units, changes in the sizes, styles, configurations, materials, and appearances of Units, and Common Elements.

A.3.4. Architectural Control. During the Development Period, Declarant has the absolute right of architectural control.

A.3.5. Transfer Fees; Fines and Penalties. Declarant will not pay transfer-related and resale certificate fees. Declarant will not pay to the Association any late fees, fines, administrative charges, or any other charge that may be considered a penalty.

A.3.6. Website & Property Name. Declarant has the unilateral right to approve or disapprove uses of any website purporting to serve the Property or the Association, all information available on or through the Property website, if any, and all uses of the property name by the Association.

A.3.7. Statutory Development Rights. As permitted by the Act, Declarant reserves the following Development Rights which may be exercised during the Development Period: (i) to add real property to the Regime; (ii) to modify Units, General Common Elements, and Limited Common Elements within the Property; (iii) to subdivide Units or convert Units into Common Elements; and (iv) to withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights," provided that no Unit in the portion to be withdrawn has been conveyed to an Owner other than Declarant.

A.3.8. Amendment. During the Development Period, Declarant may amend this Declaration and the other Documents, without consent of other Owners or any Mortgagee, for the following purposes:

(i) To meet the requirements, standards, or recommended guidelines of an Underwriting Lender to enable an institutional or governmental lender to make or purchase mortgage loans on the Units.

(ii) To correct any defects in the execution of this Declaration or the other Documents.

(iii) To add real property to the Property, in the exercise of statutory Development Rights.

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(iv) To modify and/or create Units, General Common Elements, and Limited Common Elements within the Property, in the exercise of statutory Development Rights.

(v) To subdivide, combine, or reconfigure Units or convert Units into Common Elements, in the exercise of statutory Development Rights.

(vi) To withdraw from the Property any portion of the real property marked on the Plat and Plans as "Development Rights Reserved" or "Subject to Development Rights" in the exercise of statutory Development Rights.

(vii) To resolve conflicts, clarify ambiguities, and to correct misstatements, errors, or omissions in the Documents.

(viii) To change the name or entity of Declarant.

A.4. **Special Declarant Rights**. As permitted by the Act, Declarant reserves the following described Special Declarant Rights, to the maximum extent permitted by Applicable Law, which may be exercised, where applicable, anywhere within the Property during the Development Period:

A.4.1. The right to complete or make Improvements indicated on the Plat and Plans.

A.4.2. The right to exercise any Development Right permitted by the Act and this Declaration.

A.4.3. The right to make the Property part of a larger condominium or planned community.

A.4.4. The right to use Units owned or leased by Declarant or Common Elements as models, storage areas, and offices for the marketing, management, maintenance, customer service, construction, and leasing of the Property.

A.4.5. 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 items and locations that are prohibited to other Owners and Occupants. Declarant reserves an easement and right to maintain, relocate, replace, or remove the same from time to time within the Property. Declarant also reserves the right to sponsor marketing events – such as open houses, MLS

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Brandon Mark Olvera
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tours, and broker parties – special events, promotional activities and grand opening celebrations at the Property to promote the sale of Units.

A.4.6. Declarant has an easement and right of ingress and egress in and through the Common Elements and Units owned or leased by Declarant for purposes of constructing, maintaining, managing, and marketing the Property, and for discharging Declarant's obligations under the Act and this Declaration.

A.4.7. The right to appoint or remove any Declarant-appointed officer or director of the Association during Declarant Control Period consistent with the Act.

A.5. **Additional Easements and Rights**. Declarant reserves the following easements and rights, exercisable at Declarant's sole discretion, for the duration of the Development Period:

A.5.1. 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.

A.5.2. 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 in the Documents.

A.5.3. The right of entry and access to all Units to perform warranty-related work, if any, for the benefit of the Unit being entered, adjoining Units, or Common Elements. Requests for entry must be made in advance for a time reasonably convenient for the Owner who may not unreasonably withhold consent.

A.5.4. 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 no later than one hundred twenty (120) days after termination of the Development Period.

A.5.5. An easement over the entire Property, including the Units, to inspect the Common Elements and all Improvements thereon and related

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Brandon Mark Olvera
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thereto to evaluate the maintenance and condition of the Common Elements.

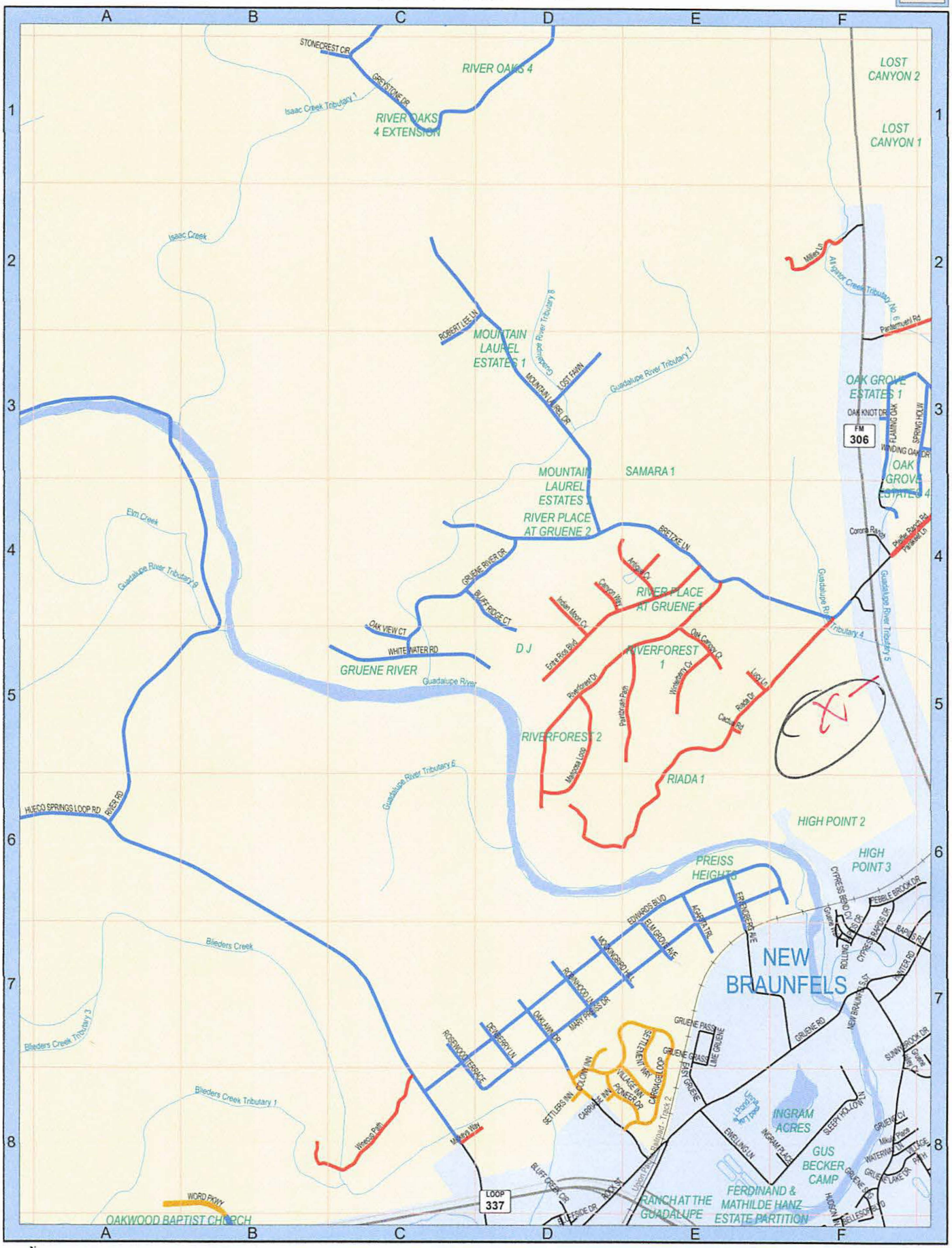
A.5.6. The right to provide a reasonable means of access and parking for prospective Unit purchasers in connection with the active marketing of Units by Declarant.

A.6. **Common Elements**. Because the Common Elements are owned by the Owners, collectively and in undivided interest, the Common Elements are not capable of being separately conveyed. The transfer of control of the Association at the end of the Declarant Control Period is not a transfer of the ownership of the Common Elements. Because ownership of the Common Elements is not conveyed by Declarant to the Association, there is no basis for the popular misconception that Owners may "accept" or "refuse" the Common Elements.

A.7. **Subject to Master Declaration**. Notwithstanding anything to the contrary herein, Declarant's rights and reservations hereunder are subject to the terms and provisions of the Master Declaration to the extent the Master Declaration require the consent of the Declarant or the Architectural Reviewer prior to the Declarant's exercise of any such rights or reservations.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/09/2025 03:31:08 PM
TAMMY 116 Pages(s)
202506010081

SEE PAGE 65



SEE PAGE60

SEE PAGE 70

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Feet

0 0.25 0.5
Miles

Produced by the Comal County Engineer's Office - 7/17/2023

August 26, 2025

118708

COMAL COUNTY
ENGINEER'S OFFICE

RE: ***1941 FM 306***

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

There are no metes and bounds in the attached file.
The WPAP was not included in the attached file.
Condo Regime Documents:
   a. I am not seeing the mention of the condo regime maintaining the septic system.
   b. Also, the documents mention grinder pumps at all the structures. I am not seeing that on the design.
4. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

Thank You,

| Brandon Olvera | Designated Representative OS0034792 |

| t: 830-608-2090 | e: olverb@co.comal.tx.us |

195 David Jonas Dr, New Braunfels, Texas 78132 - Phone (830) 608-2090

RECEIVED
By Kathy Griffin at 3:39 pm, May 30, 2025

COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Date April 30, 2025

Permit Number 118708

1. APPLICANT / AGENT INFORMATION

Owner Name RIVERS EDGE AT GRUENE, L.P.

Agent Name GREG W. JOHNSON, P.E.

Mailing Address 6 GRUENE WALD

Agent Address 170 HOLLOW OAK

City, State, Zip NEW BRAUNFELS, TX 78130

City, State, Zip NEW BRAUNFELS, TX 78132

Phone # (512) 466-6695

Phone # 830-905-2778

Email clint@regallanddevelopment.com

Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name

Unit Lot Block

Survey Name Abstract Number ALANIZ Y SURVEY 155 11.458

Address 19 06 NEW UNFEL State 78132

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

Type of Construction (Site Built, Mobile, Etc.) 13 / CONDOMINIUM

Number of Bedrooms UP TO

Indicate Square Footage Area <4

☐ Non-Single Family Residential

(Planning material must show adequate land area meeting the requirements needed for the sewage and disposal area)

Type of Facility

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants

Restaurants, Lounges, Theaters - Indicate Number of Seats

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: $ 10,000,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☒ Public ☐ Private Well ☐ Public Well ☐ Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Owner

Date 4/30/25

Revised January 2021

VOID

COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND DRIP TUBING

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) 3000 TRASH/2-3000 EQ/4-1500 **Aerobic Application Area (Sq. Ft.)** 25,200

Gallons Per Day (As Per TCEQ Table III) 5000
(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

Is the property located over the Edwards Recharge Zone? ☒ Yes ☐ No
If yes, the planning materials must be prepared by a licensed professional engineer (P.E.) or registered professional

Is there an existing TCEQ approved WPAP for the property? ☒ No
(if yes, the R. S. or P. E. shall certify that the OSSF design complies with the existing WPAP.)

Is there at least one acre of unplatted property per single family dwelling per 285.40(c)(1)? ☐ ☒

If there is no existing WPAP, does the property development activity require a TCEQ approved WPAP? ☐ Yes ☒ No
(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the property has been approved by the appropriate authority.)

Is the property located over the Edwards Contributing Zone? ☐ Yes ☒ No

Is there an existing TCEQ approval CZP for the property? ☐ Yes ☒ No
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? ☐ Yes ☒ No
(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate authority.)

Is this property within an incorporated city? ☐ Yes ☒ No

If yes, indicate the city: _____

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

FIRM #2585

VOID

By signing this application, I certify that:
- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer

April 30, 2025
Date

AFFIDAVIT

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal County, Texas.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the ding to the O itting au ded affidavi a repre nty by the c on of th SF, nor do stitute e commissi e ap SSF w d.

II

SSF rec maint contract, accord Tex inistra le 91(12) Install e property descri lesc

LOT MA ON BLOCK SION

IF NOT SION: 11.A AGE SON AY ST 35 A VEY

The property is owned by (insert owner's full name): RIVERS ESSNER, L.P.

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 30th **DAY OF** Apr.1 **,20** 25

Owner(s) signature(s)

Clint Jones - MANAGER
Owner (s) Printed name (s)

CLINT JONES **SWORN TO AND SUBSCRIBED BEFORE ME ON THIS** 30 **DAY OF** APRIL **,20** 25

Notary Public Signature

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/29/2025 10:42:29 AM
TERRI 1 Pages(s)
202506015841

Bobbie Koepp

Docusign Envelope ID: 33E3B01D-8A5B-446C-8A04-228D343A86EE

Maintenance Service Provider
15188 FM 306
Canyon Lake, TX 78133
Office (830)964-2365

AEROBIC SERVICES

SERVICE ADDRESS	*Installer*	*TERM*
1941 FM 306 New Braunfels-11.458ac	ASST	2 year

Routine Maintenance and Inspection Agreement

VOID

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between River Edge at Gruene L.P.; (referred to as "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") are located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement, the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, t[illegible] and service for your Aerobic T[illegible]ent System. The policy will include the following:

1. 3 inspectio[illegible]ar (at le[illegible] eve[illegible]ths), [illegible]udes i[illegible]ons o[illegible]ntire [illegible]ystem, adjustment, a[illegible]vicing o[illegible]mech[illegible]electrical, [illegible]er ap[illegible]le pa[illegible]ensure pr[illegible]nction. This includes inspe[illegible]he cor[illegible]anel, [illegible]mps, air filte[illegible]d diff[illegible]perat[illegible]ny alarm s[illegible]m affecting the proper fun[illegible]of th[illegible]ic p[illegible]will be addre[illegible]thin[illegible]hour [illegible]ame. Repa[illegible]k on non-warranty parts [illegible]nclu[illegible]ice for[illegible]& labor. The [illegible]will [illegible]oted [illegible]work is pe[illegible]d.

2. An effluent q[illegible]ion cons[illegible]of a visual [illegible]or c[illegible]rbidi[illegible]m overflo[illegible]examination for odors. A tes[illegible]he residual [illegible]will b[illegible]and r[illegible]d as r[illegible]ry.

3. If any impro[illegible]ation is observed, [illegible]be correct[illegible]ng th[illegible], you will be notified immediately in writing of the conditions and estimated date of correction.

4. If the system is a spray field application the Property Owner will be responsible for the chlorine. The chlorine must be filled before or during the service visit. Aerobic systems with a drip field do not require chlorine.

5. A[illegible]

Authorities, and County Agencies the TCEQ, or any other authorized regulatory agency in your jurisdiction will be covered by this policy. BOD and TSS testing is covered by this contract.

The Property Owner Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the above-described Services. The contractor may access the System components including the tanks through excavation for evaluations if necessary. Soil is to be replaced with the excavated material as best as possible.

Termination of Agreement

Either party may terminate this agreement within ten days with a written notice in the event of substantial failure to perform under its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

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Limit of Liability

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract tort or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

Dispute Resolution

If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable mediator and shall share the cost of the mediation services equally.

Entire Agreement

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deem[illegible]e written, [illegible]ed, and [illegible]o limited.

VOID

Property Own[illegible]
River Edge at [illegible]e L.P.

Name
Clint Jones

Email
clint@regallanddev[illegible].com

Service Address
1941 FM 306
New Braunfels, TX 78132

SE[illegible] PRO[illegible]
A[illegible]Servic[illegible]uth Texas LL
1[illegible]M 30[illegible]n Lake, TX
[illegible]64-23[illegible]

Signature of Service Provider and License #
[Thomas Hampton, OS0024597 / MP0000349]

Phone
512.466.6695

DocuSigned by:
Clint Jones
SIGNATURE

EFFECTIVE DATE _

EXPIRED DATE_

AEROBIC SERVICES

****The effective date of this initial maintenance contract shall be the date the license to operate is issued.***

Greg W. Johnson, P.E.
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

May 29, 2025

Comal County Office of Environmental Health
195 David Jonas Drive
New Braunfels, Texas 78132-3760

RE- SEPTIC DESIGN
1941 FM 306
A[illegible]SON P. FU[illegible]Y SUR[illegible]A-155, BEI[illegible].458
N[illegible]BRAUNF[illegible]TX 7[illegible]
R[illegible]S EDGE[illegible]GRU[illegible]L.P.

Branch/B[illegible]da,

The refer[illegible]d[illegible]erty is [illegible]d within th[illegible]vard[illegible]uifer [illegible]arge Zon[illegible] OSSF design w[illegible] with req[illegible]ents in th[illegible]AP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

VOID

Designed in accordance with Chapter 285, Subchapter D, §285.40,285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

05/29/25

Greg W. Johnson, P.E. No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: **April 23, 2025**

Site Location: **TRACT 2 - 11.458 ACRES - SEE ATTACHED DEED**

Proposed Excavation Depth: **N/A**

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
Locations of soil boring or dug pits must be shown on the site drawing.
proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

VOID

SOIL BORING NUMBER SURFACE EVALUATION

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1						
2						
3	30"	SANDY	NE	IMESTO		BROWN
4			RVEL			
5						

SOIL BORING NUMBER SURFACE EVALUATION

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1	SAME		AS		ABOVE	
2						
3						
4						
5						

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

04/23/25
Date

OSSF SOIL EVALUATION REPORT INFORMATION

Date: April 23, 2025

Applicant Information:

Name: RIVERS EDGE at GRUENE, L.P.
Address: 6 GRUENE WALD
City: NEW BRAUNFELS State: TEXAS
Zip Code: 78130 Phone: (512) 466-6695

Site Evaluator Information:

Name: Greg W. Johnson, P.E., R.S, S.E. 11561
Address: 170 Hollow Oak
City: New Braunfels State: Texas
Zip Code: 78132 Phone & Fax (830)905-2778

Property Location:

Lot SEE BELOW Unit ____ Blk ____ Subd. ____
Street Address: 1941 F.M. 306
City: NEW BRAUNFELS Zip Code: 78132
Additional Info.: TRACT 2 - 11.458 ACRES - SEE ATTACHED DEED

Installer Information:

Name: ____
Company: ____
Address: ____
City: ____ State: ____
Zip Code: ____ Phone ____

Topography: Slope within proposed disposal area: 8 %
Presence of 100 yr. Flood Zone: YES X NO ____
Existing or proposed water well in area. YES ____ NO X
Presence of adjacent ponds, streams, or impoundments YES X NO ____
Presence of upper watershed YES ____ NO X
Organized sewage service available to lot YES ____ NO X

VOID

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016).

GREG W. JOHNSON, P.E. 67587 - S.E. 11561

04/23/25
DATE

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

FIRM #2585

AEROBIC TREATMENT
DRIP TUBING SYSTEM
DESIGNED FOR:
RIVERS EDGE AT GRUENE, L.P
6 GRUENE WALD
NEW BRAUNFELS, TX 78130

SITE DESCRIPTION:

Located in the Alanson P. Fuquay Survey #34, A-155, being 11.458 ac (Tract 2), at 1941 FM 306, the proposed system will serve thirteen up to five bedroom condos (<4500sf), situated in an area with moderate depth Type III soils as described in the Soil Evaluation Report. Native grasses, and Live Oak trees were found throughout this property. An aerobic treatment plant with flow equalization utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROP D SYSTE

A plum stalled 3 nch 0 pipe ges fi e co o a 300 n trash tank wit dard i d o ow tees. Fl ntinu a 60 ion Equa n tank (2-3000 ma ed to). Flow equ tion is fit th dual Li LE40 effluent s c led b ual alternati ntro el wi nual reset Omron H3CR-F t with NE ating of 4X is c lled l valve on CH-40 manifold ss valve Q tank a gpm h mi er hour is fitted with a Hi 200 aerator The diffu see ta fil oat switch set at 24" nk. Effluent -1500 N er E- 0 gpd aerobic plants equally. Flow is controlled by ball valves on a 2" SCH-40 manifold.. After aerobic treatment flow continues to a 3000 gallon pump. Tank is fitted with dual pumps. The well pumps are activated by a dual alternating controller distributing to each zone four times per day with an 20 minute run time using a Omron H3CR-F cycle timer. Effluent is pumped through a 1.5" Sch-40 PVC alternating from each pump to a Arkal 1.5" Super filter (self flushing 100 micron disk filter) followed by a pressure regulator Model PR40HF then to (K-Rain ProSeries 150 control valves) low voltage irrigation control valves operated by electronic controller alternating between zones. A high level audible and visual alarm with manual reset will activate should the pump fail and activate the resting pump. A 1.25" SCH-40 return line is installed to continuously flush the system to the pump tank by throttling a 1.25" ball valve. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Check valves on the return line on each field will prevent the pressuring of resting zone. Prior to installing drip field will be trenched in to approximately 12". Entire field will beheavily seeded for just sodded with grass.

VOID

Risers are required on tank inspection ports as per 30 TAC 285.38 (9/1/2023). This includes access limitation (<65lbs lid or hardware secured lid), inspection and cleanout ports shall have risers over the port openings which extend to a minimum of two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed.

DESIGN SPECIFICATIONS:
Daily flow:4680 gpd 13 - five bedroom (<4500 sf.) Living
Design Rate:: 5000 gpd
Pretreatment tank size: 3000 Gal
Equalization tank: 6000 gal w/ dual effluent pumps Liberty LE40 0.4hp or equiv.
Controls: Dual alternating control panel w/ NEMA rating of 4X w/ manual reset & Omron H3CR-F cycle timer or equivalent. fitted with HiBlow HP200 aerator and 4 Thomas air diffusers
Plant Size: 4- NuWater E-1500 1500gpd Aerobic Units TCEQ/NSF approved
Pump tank size: 6000 Gal with dual pumps
Pump requirement: 2-Ashland CPM 20+ - 0.5hp 20 gpm
requiring 9.15 gpm @ up to 40 psi & up to18.3 gpm during flushing
Filter: Arkal 1.5" Super Filter100 micron disk filter
Low Voltage Control Valves : K-Rain ProSeries 150 control valves
Reserve capacity after High Level: 384 Gal (>4hrs flow Req'd)
Applic Rate: Ra gal/sf
Total al ion are a = 6 PD/0.2 000 s tual 2 0sf.)
Total li eet dri ng: *Netifim* dri ng .6 H
Total Zo 7 Zo 180 Zone
Pump re me 00' N w/ 900 emi er z @ 0.6 @ 40 psi 5 gpm
with 18.3 d flushin up to 40' 10 p ctio and eleva

MINIMU R VELOC S
IN DRIP G W/ NOM. D
MSV = 2 FPS (IId↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((.55/12)↑2)/4)*7.48*60
MSV = 1.5 gpm PER LINE *(6) LINES = 9 GPM MIN FLOW RATE

IN RETURN MANIFOLD W/ NOM. DIA 1.25" ID

VOID

MSV = 2 FPS (IId↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((1.36/12)↑2)/4)*7.48*60
MSV = 9.05 GPM

NOTES

- A continuous maintenance contract is required to be maintained on this septic system with a minimum of service visits every three months. Each visit will require checking aerators & air diffusers, sewage and effluent pumps and dual alternating control panels and alarms for proper function. Field flush each zone and clean each of the Arkal Disc filters. Inspect each tank with sludge judge to determine if tanks requires pumping.
- BOD5 samples need to be completed at three months and at nine months after License to Operate is issued.
- Septic system requires periodic pumping each one to five years depending on usage.
- Construction material, specifications and all construction methods shall conform to the

requirements set forth in the construction standards for on-site sewage facilities from TCEQ.

- The installer must be licensed by the State of Texas and install according to design specifications and obtain inspections by authorized agent throughout the installation process.
- All piping must be a SCH-40 PVC.
- No part of the system shall be located within 10 feet of a potable water line. If this is unavoidable, follow Chapter 290.44(e)(4)(B)(iv-v)
- Sewer lines with 3' and under driveways will be SCH-80 PVC or sleeved with Sch-40 PVC
- All tanks must be installed greater than five feet from any structure and be level within 1" and bedded with a minimum of 4" of sand/sandy loam free of rock.
- Risers must be installed in accordance with 30 TAC 285.38 as noted previouly
- All septic tanks inlet and outlet must be sealed with a permanent waterproof sealant.
- Aerated tanks must be ver

VOID

ELECTRICAL CONNECTIONS

All electrical wiring shall comply to the requirements of National Electric Code (1999) or under any other standards approved by the executive director. Additionally, all external wiring shall be in approved conduit, non-metallic conduit shall be buried according to requirements of the National Electric Code and terminated at each circuit breaker panel or sub-panel. Splices must be in approved junction boxes. All electrical components shall have an electrical disconnect within direct visual contact of the place where the electrical device is being serviced. Electrical disconnects must be weatherproof (approved for outdoor use) and have maintenance lockout provisions.

FLOODPLAIN

This area is According to the FEMA floodplain map #48091C0455G the referenced property is located within the 100 year flood plain (Flood Zone A), with the entire system is within Flood Zone A. The system has been designed so that during a 100 year flood event, in my professional opinion, no damage will occur to the OSSF as to cause contamination to the environment or a nuisance.

BUOYANCY CALCULATIONS:

3000 gallon trash tank
Volume of Tank = Hx3.14159*D^2/4 = 8'x9.256.21'x13.33'= 537.6 cf.
Upward Buoyancy force = 537.6 cf * 8.34 #/gal*7.48gal/sf = 33,537 #
Overburden w/ 6"' of soil = area*fill Height*Wt of fill/cf =3.14159 D^2/4*75#/cfx0.5' =2520#
Tank Weight of Tank = 20,126#
Downward force of tank & min.water & overburden=20,126#+(3000)*8.34#/gal+ 2520#
=47,666#
Downward force > Upward Force 47,666# > 33,537# Tank will not float with 0.5' of cover

NuWater B 1500
Volume of Tank = H*W*L = 6.42'*5.667*12 = 436.6 cf.
Upward Buoyancy force = 436.6 cf * 8.34 #/gal*7.48gal/sf = 27,236 #
Overburden w/ .5' of soil = AREA*fill Height*Wt of fill/cf = 5.667'*12*90#/cf *.5' = 3,060#
Tank Weight of B-1500 = 16,600#
Downward force of tank & min.water & overburden=16,600#+(2086)*8.34#/gal+ 3,060#
=37,057#
Downward force > Upward Force 37,057# > 27,236# Tank will not float with 0.5' of cover

3000 gallon pump tanks
Volume of tank = 537.6 cf.
Upward Buoyancy force = 33,537#
Overburden w/ 2.25' of soil = 3.14159*9.25^2/4*75#/cf*2.25' = 11,340#
Tank Weight = 20,126#
Downward force& min.water& overburden=20,126# + 8.34# 34,343#
Downward force > Upward Force 5,603# 37#
Tank will float 2.25' cover

VOID

PIPE AND FITTINGS:
All pipes and fittings in this tubing system shall be " & schedule PVC. All joints shall be cemented with approved solvent type P cement. Slipper type fitters are recommended to prevent PVC ing of pipes caused by ging.

MAINTENANCE SCHEDULE
This system will require a continuous quarterly maintenance contract in which each component will be inspected to assure proper function, including aerators, filters, and effluent pumps, with pumping as determined by inspection of sludge levels in each tank.

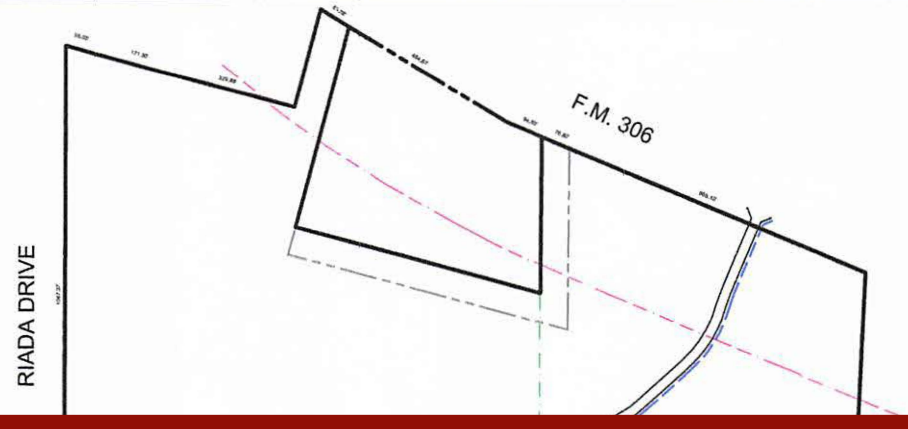
LANDSCAPING
Drip field area will be sodded with grass and drip fields will be maintained with vegetation. Install berms and swales to divert rainwater from drip field areas.

Designed in accordance with Chapter 285, Subchapter D, §285.30, §285.32 Texas Commission on Environmental Quality (Effective December 29, 2016)

04/30/25

Greg W. Johnson, P.E. No. 67587 F#2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER



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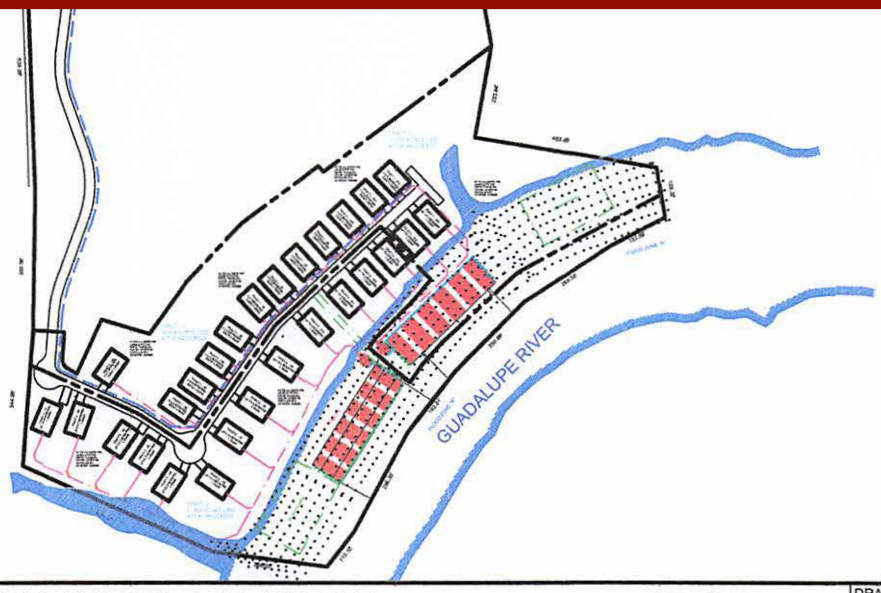
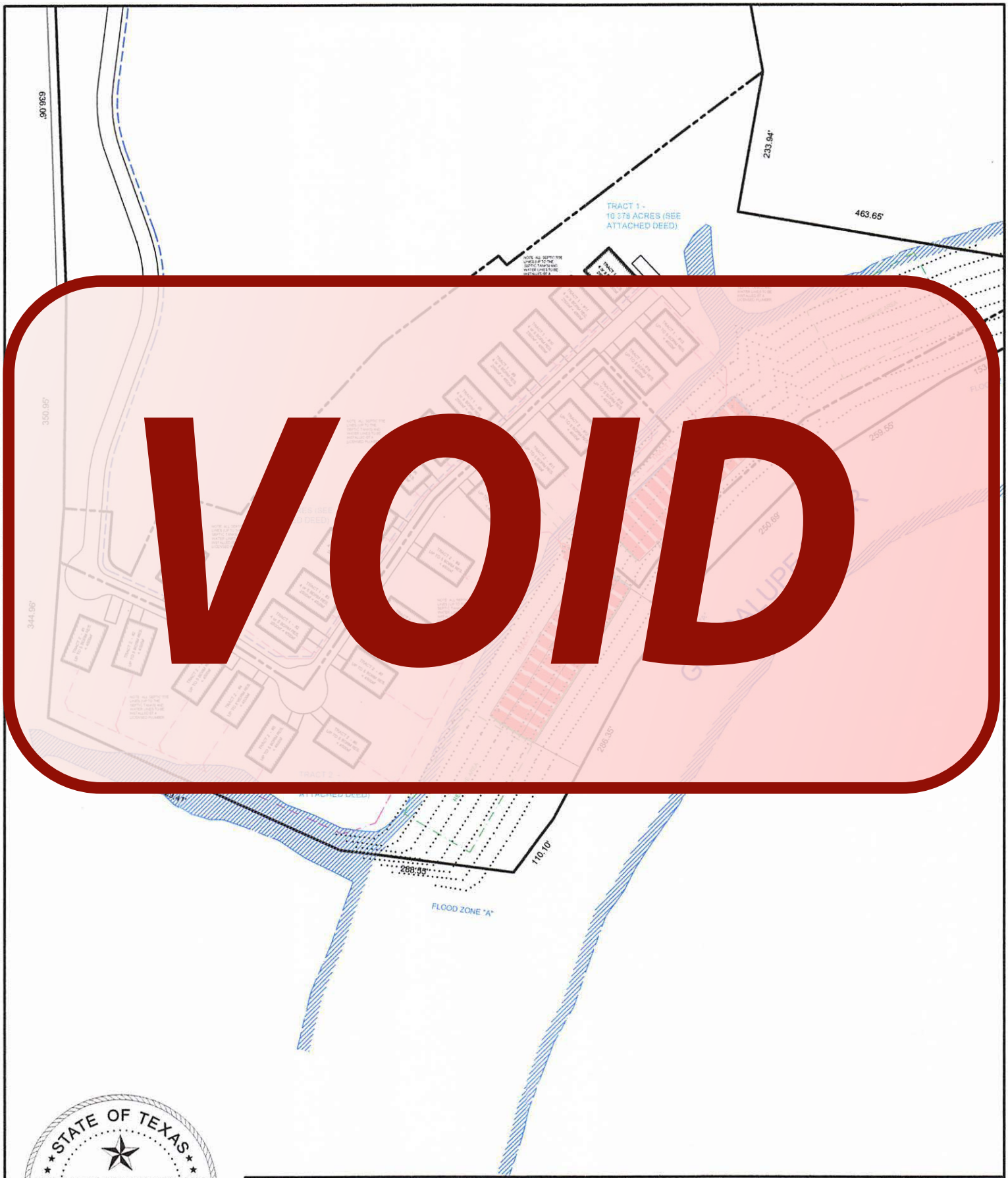


STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 11.458
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 2/27/2025	REVISED:



VOID

STATE OF TEXAS
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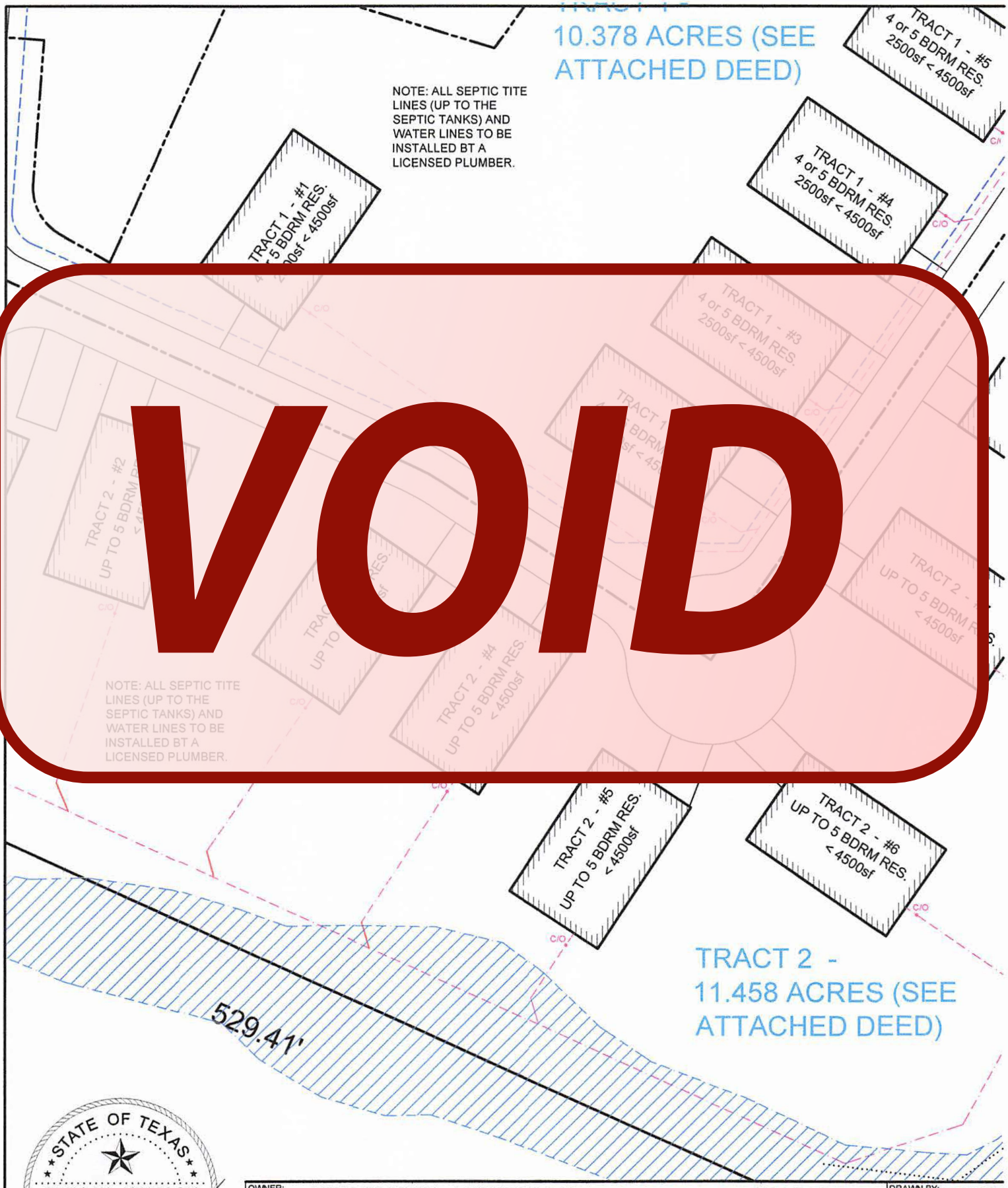
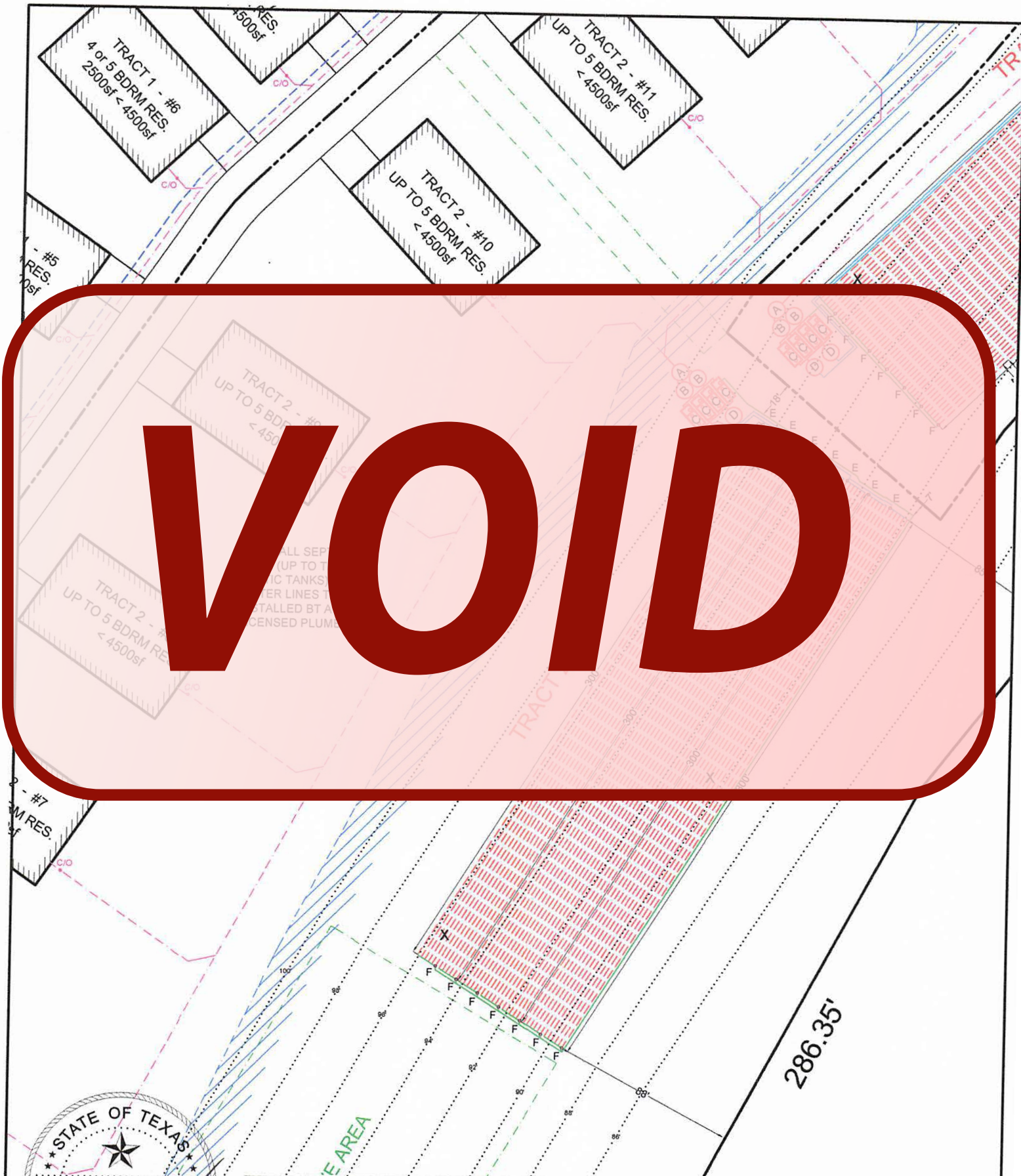
OWNER: RIVER'S EDGE at GRUENE, L.P.					DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306					
LEGAL DESC: SEE ATTACHED DEED			UNIT/SECTION/PHASE:	BLOCK:	ACREAGE: 11.458
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 2/27/2025		REVISED:



VOID

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2			DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 11.458
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=60'	DATE: 2/27/2025		REVISED:



VOID

STATE OF TEXAS
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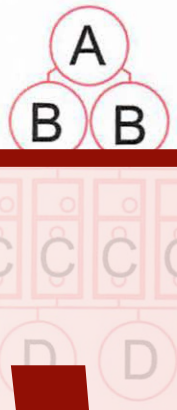
OWNER: RIVER'S EDGE at GRUENE, L.P.		TRACT 2		DRAWN BY: EJS III
STREET ADDRESS: 1941 F.M. 306				
LEGAL DESC: SEE ATTACHED DEED				ACREAGE: 11.458
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=60'	DATE: 2/27/2025		REVISED:

SEPTIC TANK LAYOUT:



A = 3000 GAL. TRASH TANK

B = 2 - 3000 GAL. EQUALIZATION TANKS

C = 4 - NUWATER -E1500 AEROBIC TREATMENT PLANT

D = 2 - 1000 GAL PUMP TANK W/DUAL PUMPS

= CONTROL PANELS

= CHECK VALVE

VOID

TRACT 2	
FOOTAGE / SQUARE FOOTAGE	
ZONES 1 - 7	1800' EACH ZONE = 12,600' OF DRIP
TOTALS	12,600' / 25,200sf

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: RIVER'S EDGE at GRUENE, L.P.	TRACT 2 SPEC SHEET		DRAWN BY: EJS III	
STREET ADDRESS: 1941 F.M. 306			ACREAGE: 11.458	
LEGAL DESC: SEE ATTACHED DEED				
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 2/27/2025	REVISED:	

EXHIBIT A

DESCRIPTION OF A 124.79 ACRE TRACT OF LAND, SITUATED IN THE ORILLA RUSSELL SURVEY NO. 2, ABSTRACT NO. 485 AND THE ALANSON P. FUQUAY SURVEY NO. 35, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING A PORTION OF A CALLED 39.312 ACRE TRACT DESCRIBED AS TRACT 2 IN DEED CONVEYED TO ANNA GARTH CLARK (1/3 PROPORTION), ARCHIE A. WOHLFAHRT (1/3 PROPORTION), AND JANIS KAY WOMMACK (1/3 PROPORTION), AS RECORDED IN DOCUMENT NO. 201406020560, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

VOID

TO ANNA GARTH CLARK (1/3 PROPORTION), ARCHIE A. WOHLFAHRT (1/3 PROPORTION), AND JANIS KAY WOMMACK (1/3 PROPORTION), AS RECORDED IN DOCUMENT NO. 201406020562, O.P.R.C.C.TX.; SAID 124.79 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

SAID 5.92 ACRE TRACT, A DISTANCE OF 520.07 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 5.92 ACRE TRACT;

THENCE OVER AND ACROSS SAID 90.871 ACRE TRACT, WITH THE NEW COMMON LINE OF SAID 90.871 ACRE TRACT AND AN ADDITION TRACT CONTAINING 1.78 ACRES BEING CONVEYED TO ARCHIE A. WOHLFAHRT IN SEPARATE DOCUMENT, THE FOLLOWING THREE COURSES AND DISTANCES:

1) SOUTH 60 DEGREES 10 MINUTES 47 SECONDS WEST, A DISTANCE OF 70.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE NORTHWEST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT,
2) SOUTH 29 DEGREES 49 MINUTES 13 SECONDS EAST, A DISTANCE OF 727.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY SET FOR THE SOUTHWEST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT, AND
3) NORTH 45 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 452.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEAST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT, SAME BEING A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND FOR THE

WEST CORNER OF SAID 5.92 ACRE TRACT BEARS NORTH 22 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 75.60 FEET;

THENCE SOUTH 22 DEGREES 05 MINUTES 39 SECONDS EAST, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306 AND AN EAST LINE OF SAID 39.312 ACRE TRACT, A DISTANCE OF 808.10 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE NORTHEAST CORNER OF AN ADDITION TRACT CONTAINING 18.805 ACRES BEING CONVEYED TO WOMMACK FAMILY IN SEPARATE DOCUMENT, SAME BEING A SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "URBAN CIVIL" FOUND FOR COMMON CORNER OF SAID 39.912 ACRE TRACT AND A CALLED 5.029 ACRE TRACT CONVEYED TO JANIS KAY WOMMACK AND HER HUSBAND, MAX R. WOMMACK, JR., RECORDED IN DOCUMENT NO. 168213, O.P.R.C.C.TX. BEARS SOUTH 22 DEGREES 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 53.20 FEET;

THENCE SOUTH 47 DEGREES 56 MINUTES 50 SECONDS WEST, THROUGH THE INTERIOR OF SAID 39.912 ACRE TRACT, WITH THE NORTH [illegible] SAID 18.805 ACRE WOMMACK ADDITION TRACT, A DISTA[illegible]F 1,631.47 [illegible]O A 5[illegible]D WITH C[illegible]AMPE[illegible] SET ON A NORTH[illegible]ERLY LI[illegible]LOT 2[illegible]OINT, [illegible]VO, RE[illegible]ED IN [illegible]ME 10, [illegible]3, PLAT RECOR[illegible]OMAL [illegible]TY, [illegible], FOR THE [illegible]HWES[illegible]Y CO[illegible] OF SAID [illegible] ACRE WOMM[illegible] ADDI[illegible] TRAC[illegible]ME BEING [illegible]UTH[illegible]ERLY [illegible]NER OF T[illegible]EREIN DESCR[illegible]TRAC[illegible]OM W[illegible]A 1/2-INCH IR[illegible]D F[illegible] FOR A[illegible]MON CORN[illegible] SAID LOT 3, [illegible] PO[illegible] AND SA[illegible].912 ACRE T[illegible] BEA[illegible]OUTH[illegible]EGREES 06[illegible]TES 40 SECONDS [illegible]T[illegible]STANCE[illegible].62 FEET;

THENCE [illegible]2 DEGREES[illegible]UTES[illegible]ONDS [illegible], WITH[illegible] COMM[illegible]E OF SAID 39.312 AC[illegible]CT AND SAID [illegible]T A DIS[illegible]E OF [illegible]AG NAIL IN ROCK FOUND FOR A COMMON COR[illegible] SAID 39.312 ACRE TRACT, SAID 90.871 ACRE TRACT, AND SAID LOT 3, HIGH POINT, FROM WHICH A 1/2-INCH IRON ROD FOUND ON A COMMON LINE OF SAID 39.312 ACRE TRACT AND SAID 90.871 ACRE TRACT BEARS, NORTH 44 DEGREES 25 MINUTES 04 SECONDS EAST, A DISTANCE OF 289.33 FEET;

THENCE SOUTH 34 DEGREES 55 MINUTES 51 SECONDS WEST, WITH THE COMMON LINE OF SAID [illegible] ACRE TRACT AND SAID LOT 3, HIGH POINT, A DISTANCE OF 62.03 FEET TO A 1/2-INCH IRON ROD FOUND ON A SOUTHERLY LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 3, HIGH POINT AND A CALLED 9.45 ACRE TRACT CONVEYED IN A DEED TO BJORN A. JOHNSON AND CYNTHIA J. JOHNSON, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID 9.45 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.94 FEET TO A 5/8-INCH IRON PIPE FOUND FOR A NORTHWESTERLY CORNER OF SAID 9.45 ACRE TRACT,
2) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 463.65 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND FOR AN INTERIOR ELL CORNER OF SAID TRACTS, AND
3) SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.22 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE BANK OF THE GUADALUPE RIVER, FOR A COMMON SOUTHERLY CORNER OF SAID 9.45 ACRE TRACT AND SAID 90.871 ACRE TRACT;

VOID

THENCE WITH THE NORTH BANK OF THE GUADALUPE RIVER, SAME BEING A SOUTH LINE OF SAID 90.871 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.89 FEET TO A POINT,
2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 259.55 FEET TO A POINT,
3) SOUTH 89 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 250.69 FEET TO A POINT,
4) SOUTH 82 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 192.81 FEET TO A POINT,
5) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.35 FEET TO A POINT, AND
6) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.10 FEET TO A POINT FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND LOT 26AB, RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 26AB, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 37 DEGREES 16 MINUTES 00 SECONDS WEST, A DISTANCE OF 529.41 FEET TO A 1/2-INCH IRON ROD FOUND, AND
2) SOUTH 20 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 529.41 FEET TO A 1/2-INCH IRON ROD FOUND FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND LOT 26AB, LOT 25, RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, P.R.C.C.TX., AND LOT 14, RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX.;

THENCE SOUTH 45 DEGREES 53 MINUTES 59 SECONDS WEST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 14, A DISTANCE OF 349.34 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 14 AND LOT 13, SAID RIADA SUBDIVISION, VOLUME 5, PAGE 242;

THENCE NORTH 45 DEGREES 53 MINUTES 06 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 13, A DISTANCE OF 350.95 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 13 AND LOT 12A, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 326, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 05 MINUTES 23 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT, SAID LOT 12A, AND LOT 12B OF SAID RIADA SUBDIVISION, UNIT 1, VOLUME 12, PAGE 326, PASSING AT A DISTANCE OF 300.41 FEET A RAILROAD SPIKE (BENT) FOUND FOR A COMMON CORNER OF SAID LOT 12A AND 12B, AND CONTINUING FOR A TOTAL DISTANCE OF 636.06 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 12B AND CACTUS ROAD, SAID RIADA SUBDIVISION, VOLUME 12, PAGE 326;

THENCE NORTH 43 DEGREES 15 MINUTES 27 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.781 ACRE TRACT AND SAID CACTUS LANE, A DISTANCE OF 60.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID CACTUS LANE AND LOT 11A, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 11, PAGE 130, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 27 MINUTES 41 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT, SAID LOT 11A, AND LOT 11B OF SAID RIADA SUBDIVISION, UNIT 1, VOLUME 11,

VOID

PAGE 130, PASSING AT A DISTANCE OF 333.11 FEET A 1/2-INCH IRON ROD WITH "ILLEGIBLE" CAP FOUND FOR A COMMON CORNER OF SAID LOT 11A AND LOT 11B, AND CONTINUING FOR A TOTAL DISTANCE OF 541.98 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 11B AND LOT 10 OF RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 15 MINUTES 08 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 10, A DISTANCE OF 541.98 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 10 AND LOT 9 OF SAID RIADA SUBDIVISION, VOLUME 5, PAGE 242;

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID LOT 9, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 43 DEGREES 14 MINUTES 44 SECONDS EAST, A DISTANCE OF 518.77 FEET TO A 5/8-
H IRON ROD FOUND FOR A COMMON CORNER OF SAID LOT 9,
2) NORTH 45 DEGREES 46 MINUTES 38 SECONDS WEST A DISTANCE OF 428.37 FEET TO A 5/8-
INCH IRON ROD FOUND ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF RIADA DRIVE, FOR A COMMON
CORNER OF SAID 90.871 ACRE TRACT AND SAID LOT 9;

THENCE NORTH 29 DEGREES 27 MINUTES 38 SECONDS EAST, WITH THE COMMON LINE OF SAID RIADA DRIVE AND SAID 90.871 ACRE TRACT, A DISTANCE OF 67.37 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEYING" SET FOR A CORNER OF SAID 90.871 ACRE TRACT AND LOT 1B, ROVER'S RETREAT, VOLUME 7, PAGE 23;

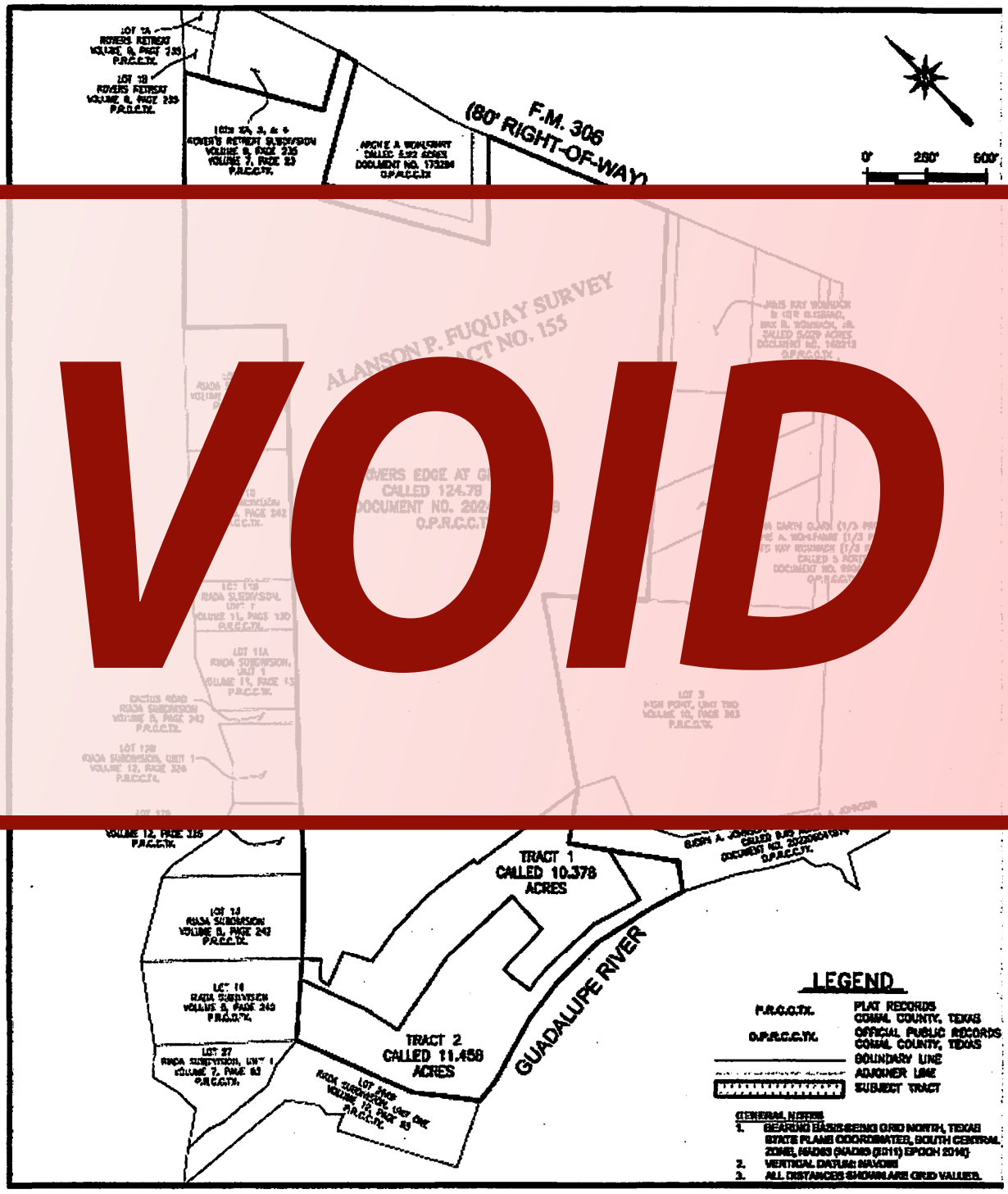
THENCE SOUTH 29 DEGREES 27 MINUTES 38 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 1B, A DISTANCE OF 95.03 FEET TO A 3/4-INCH IRON ROD FOUND ON AN EASTERLY LINE OF SAID 90.871 ACRE TRACT, FOR A
COMMON CORNER OF SAID LOT 1B AND LOT 2A OF SAID ROVER'S RETREAT SUBDIVISION, VOLUME 7, PAGE 23;

WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT, SAID LOT 1B, LOT 3, AND LOT 4 OF SAID ROVER'S RETREAT SUBDIVISION, VOLUME 7, PAGE 23, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 29 DEGREES 52 MINUTES 17 SECONDS EAST, A DISTANCE OF 171.30 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE COMMON CORNER OF SAID LOT 2A AND SAID LOT 3,
2) SOUTH 29 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 329.83 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND FOR THE SOUTH CORNER OF SAID LOT 4, AND
3) NORTH 60 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 253.36 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 124.79 ACRES OF LAND, MORE OR LESS.

VOID

EXHIBIT B



VOID

MASTER UNIT 1

BEING AN 10.378 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX); SAID 10.378 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,820,745.92, E: [illegible] ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), FOR THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

1) SOUTH 40 DEGREES 33 MINUTES 04 SECONDS EAST, A DISTANCE OF 79.90 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

2) SOUTH [illegible] DEGREES 29 MINUTES [illegible] SECONDS WEST, A DISTANCE OF [illegible] FEET TO A 5/8-INCH IRON ROD WITH [illegible] SET AT THE BEGINNING OF A CURVE TO THE LEFT,

3) WESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A LENGTH OF 28.27 FEET, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 64 DEGREES 46 MINUTES 20 SECONDS, AND A CHORD WHICH BEARS SOUTH 17 DEGREES 49 MINUTES [illegible] SECONDS WEST, A DISTANCE OF 26.73 FEET TO A 5/8-INCH IRON ROD WITH [illegible] STAMPED "LIA SURVEY" SET,

4) SOUTH [illegible] DEGREES 26 MINUTES 21 SECONDS EAST, A DISTANCE OF [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

5) NORTH [illegible] DEGREES 36 MINUTES 10 SECONDS EAST, A DISTANCE OF [illegible] FEET TO A 5/8-INCH IRON ROD [illegible] SURVEY" SET,

6) SOUTH 27 DEGREES 58 MINUTES 00 SECONDS EAST, A DISTANCE OF 125.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) NORTH 80 DEGREES 54 MINUTES 41 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

8) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 203.27 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

9) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 241.34 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

10) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 20.11 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

11) SOUTH 81 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 187.28 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

12) SOUTH 81 DEGREES 35 MINUTES 47 SECONDS EAST, A DISTANCE OF 341.15 FEET TO A 1/2-INCH IRON ROD FOUND ON THE EAST LINE OF SAID 124.79 ACRE TRACT, FOR THE COMMON CORNER OF LOT 3, UNIT TWO OF THE HIGH POINT SUBDIVISION, RECORDED IN VOLUME 10, PAGE 369, P.R.C.C.TX. AND A CALLED 9.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX., SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.91 FEET TO A 5/8-INCH IRON PIPE FOUND, AND

2) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 171.61 FEET TO A CALCULATED POINT;

THENCE OVER AND ACROSS SAID 124.79 ACRE TRACT, THE FOLLOWING TWENTY (20) COURSES AND DISTANCES:

[illegible] OF 245.66 FEET TO A CALCULATED POINT,

2) NORTH 73 DEGREES 12 MINUTES 18 SECONDS WEST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT,

3) NORTH 87 DEGREES 30 MINUTES 39 SECONDS WEST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,

4) NORTH 84 DEGREES 26 MINUTES 26 SECONDS WEST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,

5) SOUTH 86 [illegible] MINUTES [illegible] SECONDS WEST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,

SOUTH 79 [illegible] MINUTES [illegible] SECONDS WEST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,

NORTH 05 [illegible] MINUTES 53 SECONDS WEST, A DISTANCE OF 116.3[illegible] FEET TO A [illegible] POINT,

NORTH [illegible] DEGREES 09 MINUTES [illegible] SECONDS EAST, A DISTANCE OF 18.6[illegible] FEET TO A CALCULATED POINT,

NORTH [illegible] DEGREES 18 MINUTES [illegible] SECONDS EAST, A DISTANCE OF 28[illegible] FEET TO A CALCULATED POINT,

10) SOUTH [illegible] DEGREES 5[illegible] MINUTES 02 SECONDS [illegible] A DISTANCE OF 13[illegible] FEET TO A CALCULATED POINT,

11) NO[illegible] DEGREES [illegible] A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

12) NORTH 02 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 183.94 FEET TO A CALCULATED POINT,

13) NORTH 87 DEGREES 50 MINUTES 21 SECONDS WEST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,

14) SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

15) SOUTH 89 DEGREES 04 MINUTES 37 SECONDS WEST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

16) SOUTH 79 DEGREES 49 MINUTES 31 SECONDS WEST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,

17) NORTH 11 DEGREES 26 MINUTES 10 SECONDS WEST, A DISTANCE OF 152.24 FEET TO A CALCULATED POINT,

18) NORTH 13 DEGREES 40 MINUTES 35 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT,

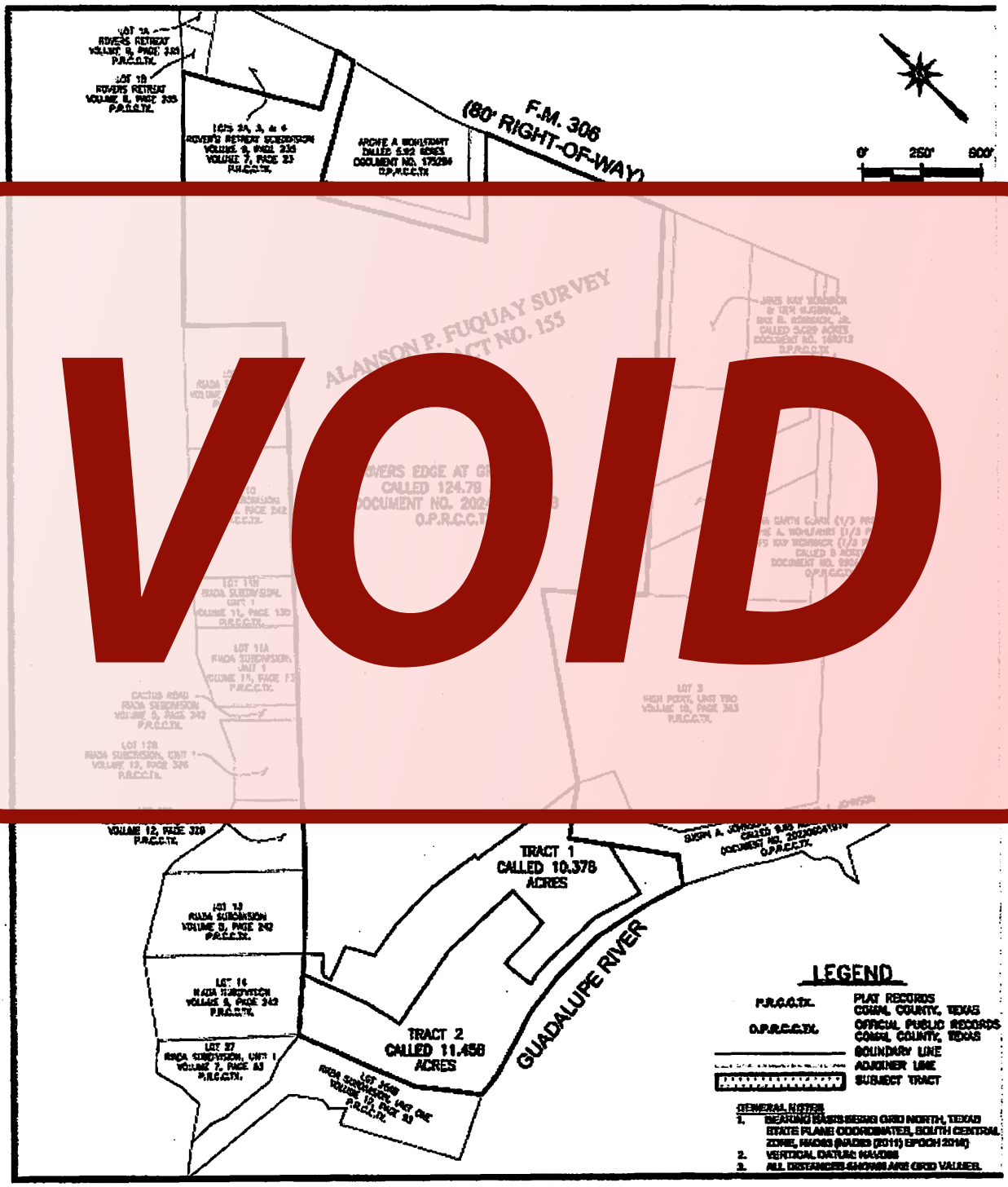
19) NORTH 18 DEGREES 09 MINUTES 25 SECONDS WEST, A DISTANCE OF 7.82 FEET TO A CALCULATED POINT, AND

20) NORTH 20 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 287.08 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET ON THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION;

THENCE NORTH 49 DEGREES 29 MINUTES 59 SECONDS EAST, WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID RIADA SUBDIVISION, A DISTANCE OF 88.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.378 ACRES OF LAND, MORE OR LESS;

VOID

EXHIBIT C



VOID

MASTER UNIT 2

BEING A 11.458 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 124.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202406026818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX), SAID 11.458 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,830,521.91, E: 2,049,556.40) FOR THE COMMON CORNER OF SAID 124.79 ACRE TRACT, LOT 26AB IN THE RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), LOT 27 IN THE RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE 63, P.R.C.C.TX., AND LOT 14 IN THE RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49 DEGREES 29 MINUTES 39 SECONDS EAST, WITH THE COMM[illegible] OF SAID 124.79 A[illegible] AND SAID [illegible] DISTAN[illegible].63 FEET TO A 5[illegible] IRON RO[illegible] STAMP[illegible] URVEY" SET, F[illegible] H A 1/[illegible] FOUND [illegible] ORTH 49 DEG[illegible] INUTE[illegible] DS EAST, A DISTANC[illegible].8 FEET;

THENCE [illegible] D ACROS[illegible].79 AC[illegible] THE FOLLOWING TWENTY [illegible] URSES A[illegible] NCES:

1) SOU[illegible] EGREE[illegible] UTES 50 S[illegible] AST, A DISTANCE OF 2[illegible] ET T[illegible] ULATED PO[illegible]

2) SOU[illegible] EGREE[illegible] INUTES 25 S[illegible] AST, A DISTANCE OF 7.[illegible] ULATED POINT,

3) SOUT[illegible] 0 MINUTES 35 SE[illegible] A DISTA[illegible] OF 7.[illegible] ALCULATED POINT,

4) SOUTH[illegible] S 26 MINUTES 10 SECONDS[illegible] OF 152.24 FEET TO A CALCULATED POINT,

5) NORTH 79 DEGREES 49 MINUTES 31 SECONDS EAST, A DISTANCE OF 367.33 FEET TO A CALCULATED POINT,

6) NORTH 82 DEGREES 54 MINUTES 33 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

7) NORTH 89 DEGREES 04 MINUTES 37 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

8) SOUTH 87 DEGREES 50 MINUTES 21 SECONDS EAST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,

9) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 189.94 FEET TO A CALCULATED POINT,

10) SOUTH 85 DEGREES 31 MINUTES 44 SECONDS WEST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,

11) NORTH 89 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 132.90 FEET TO A CALCULATED POINT,

12) SOUTH 78 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A CALCULATED POINT,

13) SOUTH 02 DEGREES 09 MINUTES 39 SECONDS WEST, A DISTANCE OF 18.60 FEET TO A CALCULATED POINT,

14) SOUTH 05 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCE OF 116.35 FEET TO A CALCULATED POINT,

15) NORTH 79 DEGREES 38 MINUTES 52 SECONDS EAST, A DISTANCE OF 51.88 FEET TO A CALCULATED POINT,

16) NORTH 86 DEGREES 52 MINUTES 48 SECONDS EAST, A DISTANCE OF 82.55 FEET TO A CALCULATED POINT,

17) SOUTH 84 DEGREES 26 MINUTES 26 SECONDS EAST, A DISTANCE OF 10.89 FEET TO A CALCULATED POINT,

18) SOUTH 87 DEGREES 30 MINUTES 39 SECONDS EAST, A DISTANCE OF 246.46 FEET TO A CALCULATED POINT,

19) SOUTH 73 DEGREES 12 MINUTES 18 SECONDS EAST, A DISTANCE OF 213.01 FEET TO A CALCULATED POINT, AND

20) NORTH 13 DEGREES 37 MINUTES 51 SECONDS EAST, A DISTANCE OF 245.66 FEET TO A CALCULATED POINT ON THE EAST LINE OF SAID 124.79 ACRE TRACT AND THE WEST LINE OF A CALLED 9.45 [illegible] ACRE TRACT, RECORDED IN DOCUMENT NO. 202206041514, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID 9.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 291.98 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND, AND

2) SOUTH 35 DE[illegible] MINUT[illegible] A DISTANCE OF 128.21 FE[illegible] 1/2-INCH[illegible] PED "HMT" FOU[illegible] E NORT[illegible] VER, OR THE SO[illegible] CORNE[illegible] HEREIN DES[illegible] CT;

THENCE WITH T[illegible] ON LIN[illegible] 124.79 ACRE T[illegible] RTH BA[illegible] E GUAD[illegible] ER, THE FOLLOW[illegible] T SES A[illegible] NCES:

1) NORTH 7[illegible] S 34 MI[illegible] SECONDS WEST, [illegible] 153.9[illegible] A 5/8-[illegible] N ROD WITH CAP [illegible] LIA SURVEY[illegible]

2) NORTH[illegible] EES 27 M[illegible] 7 SECONDS W[illegible] ANCE OF 259[illegible] TO A 5/8[illegible] ON ROD WIT[illegible] PED "LIA SURVE[illegible]

3) SOUT[illegible] REES 57 [illegible] T, A DISTANCE OF 19[illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

4) SOUTH 89 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 51.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

5) SOUTH 82 DEGREES 50 MINUTES 53 SECONDS WEST, A DISTANCE OF 89.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

6) SOUTH 82 DEGREES 50 MINUTES 20 SECONDS WEST, A DISTANCE OF 103.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.31 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

8) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.09 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR A COMMON CORNER OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB;

THENCE WITH THE COMMON LINE OF SAID 124.79 ACRE TRACT AND SAID LOT 26AB THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 288.51 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

2) NORTH 20 DEGREES 21 MINUTES 19 SECONDS WEST, A DISTANCE OF 529.34 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.458 ACRES OF LAND, MORE OR LESS;

VOID

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/17/2025 04:22:42 PM
MARY 10 Pages(s)
202506011132

Bobbie Koepp

STATE OF TEXAS §
§
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS

SITE PARTITION

RIVER'S EDGE AT GRUENE, L.P. ("River's Edge") is the owner of a certain called 124.70 acre tract of land, more accurately described in Exhibit A attached hereto and incorporated herein for all purposes (the "Parent Tract"). Save and except the frontage along FM 306, the remainder of the Parent Tract including the portion of the Parent Tract to be partitioned hereunder is not located within the limits of any municipality. After conferring with the staff of the County Engineer of Comal County, it was determined to partition a portion of the Parent Tract into separate tracts (the "OSSF Tracts") to qualify each such OSSF Tract for on-site sewage facilities under applicable state and local laws, rules and regulations. River's Edge intends to identify each without a co[illegible]ance of the [illegible]ty and [illegible]tion of cl[illegible]in us[illegible] intends to parti[illegible] portion [illegible] Parent [illegible] for th[illegible] purpose [illegible]ntify[illegible] OSS[illegible] set out belo[illegible]

VOID

1. Part[illegible] Riv[illegible]dge hereby p[illegible]s a[illegible]n of [illegible]aid Parent [illegible]n the foll[illegible] two ([illegible]SF Tracts:
[illegible]0.378 a[illegible]ct (Tract 1) [illegible]d as [illegible]bit B
11.458 a[illegible]ct (Tract 2) [illegible]ed as [illegible]bit C

[illegible]n of the OSSF [illegible]2) are [illegible] on t[illegible]ached to the corresponding Exhibit which are incorporated herein by reference as if set forth in full and the OSSF Tracts are further described by metes and bounds in the attached corresponding Exhibits which are incorporated herein by reference as if set forth in full.

2. No Plat Required. River's Edge's partition of a portion of the Parent Tract is exempt from platting rules and regulations of Comal County, Texas, in that each OSSF Tract exceeds 10 acres in size and otherwise satisfies the requirements of Texas Local Government Code §232.0015.

Effective Date: April 17, 2025

RIVER'S EDGE AT GRUENE, L.P.,
a Texas limited partnership

By: Regal, LLC,
its General Partner

By: _____
Clint Jones, President

STATE OF TEXAS §
§
COUNTY OF COMAL §

This Site Partition instrument was acknowledged before me by Clint Jones, President of Regal, LLC, the General Partner of River's Edge at Gruene, L.P. on the 17TH day of April, 2025.

KRISTINA D TRIPP
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 1104690-4

Notary Public, State of Texas

VOID

RECEIVED
By Brandon Olvera at 2:36 pm, Aug 11, 2025

202506023867 07/31/2025 04:17:07 PM 1/10

STATE OF TEXAS §
§
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS

MODIFIED SITE PARTITION

RIVER'S EDGE AT GRUENE, L.P. ("River's Edge") is the owner of a certain called 124.79 acre tract of land, more accurately described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Parent Tract"). Save and except the frontage along FM 306, the remainder of the Parent Tract including the portion of the Parent Tract to be partitioned hereunder is not located within the limits of any municipality. After conferring with the staff of the County Engineer of Comal County, it was determined to partition a portion of the Parent Tract into separate tracts (the "OSSF Tracts") to qualify each such OSSF Tract for on-site sewage facilities under applicable state and local laws, rules and regulations. River's Edge intends to identify each without a conveyance of the property and without implication of change in use. River's Edge previously recorded a Site Partition Document in the Official Public Records of Comal County, Document No. 202506011132, to which was attached that Site Partition Exhibit. This Modified Site Partition document changes the acreage of each of the previous partition tracts to enlarge them to comply with TAC §285.40. River's Edge intends to only partition a portion of the Parent Tract for the purpose of identifying OSSF Tracts as set forth below.

1. **Partitioning**. River's Edge hereby partitions a portion of the said Parent Tract in the following two (2) OSSF Tracts:
   14.119 acre tract (Tract 1) attached as Exhibit 1
   13.769 acre tract (Tract 2) attached as Exhibit 2

   Each of the OSSF Tracts (Tracts 1-2) are shown on the survey plats attached to the corresponding Exhibit which are incorporated herein by reference as if set forth in full and the OSSF Tracts are further described by metes and bounds in the attached corresponding Exhibits which are incorporated herein by reference as if set forth in full.

2. **No Plat Required**. River's Edge's partition of a portion of the Parent Tract is exempt from platting rules and regulations of Comal County, Texas, in that each OSSF Tract exceeds 10 acres in size and otherwise satisfies the requirements of Texas Local Government Code §232.0015.

Effective Date: July 31, 2025

RIVER'S EDGE AT GRUENE, L.P.,
a Texas limited partnership

By: Regal, LLC,
its General Partner

By: _____
Clint Jones, President

VOID

RECEIVED
By Brandon Olvera at 2:36 pm, Aug 11, 2025

STATE OF TEXAS §
§
COUNTY OF COMAL §

This Site Partition instrument was acknowledged before me by Clint Jones, President of Regal, LLC, the General Partner of River's Edge at Gruene, L.P. on the 31ST day of July, 2025.

LONDIE BYRD
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/18/25
NOTARY ID 230650-6

Notary Public, State of Texas

VOID

RECEIVED
By Brandon Olvera at 2:36 pm, Aug 11, 2025

EXHIBIT A

DESCRIPTION OF A 124.79 ACRE TRACT OF LAND, SITUATED IN THE ORILLA RUSSELL SURVEY NO. 2, ABSTRACT NO. 485 AND THE ALANSON P. FUQUAY SURVEY NO. 35, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING A PORTION OF A CALLED 39.312 ACRE TRACT DESCRIBED AS TRACT 2 IN DEED CONVEYED TO ANNA GARTH CLARK (1/3 PROPORTION), ARCHIE A. WOHLFAHRT (1/3 PROPORTION), AND JANIS KAY WOMMACK (1/3 PROPORTION), AS RECORDED IN DOCUMENT NO. 201406020560, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX.), AND BEING A PORTION OF A CALLED 90.871 ACRE TRACT AS CONVEYED IN DEED TO ANNA GARTH CLARK (1/3 PROPORTION), ARCHIE A. WOHLFAHRT (1/3 PROPORTION), AND

VOID

O.P.R.C.C.TX.; SAID 124.79 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH ROD FOUND WITH CAP STAMPED "URBAN CIVIL" (GRID NORTHING: 13,823,314.87 U.S. SURVEY FEET, GRID EASTING: 2,252,620.11 U.S. SURVEY FEET) ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF F.M. 306, FOR THE NORTH COMMON CORNER OF SAID 90.871 ACRE TRACT AND LOT 4 OF RIVER TREATMENT SUBDIVISION, AS RECORDED IN VOLUME 9, PAGE 23, AND VOLUME 7, PAGE 23, BOTH OF THE PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), SAME BEING THE POINT OF BEGINNING AND A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 13 DEGREES 43 MINUTES 19 SECONDS EAST, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306, A DISTANCE OF 83.39 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE EAST CORNER OF SAID 90.871 ACRE TRACT AND A CALLED 5.92 ACRE TRACT CONVEYED IN A DEED TO ARCHIE A. WOHLFAHRT, RECORDED IN DOCUMENT NO. 175284, O.P.R.C.C.TX., FROM WHICH A TXDOT BRASS DISK FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306 AND THE EAST LINE OF SAID 5.92 ACRE TRACT BEARS, SOUTH 13 DEGREES 43 MINUTES 20 SECONDS EAST, A DISTANCE OF 464.61 FEET;

THENCE SOUTH 60 DEGREES 09 MINUTES 04 SECONDS WEST, DEPARTING THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306, WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID 5.92 ACRE TRACT, A DISTANCE OF 520.07 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID 5.92 ACRE TRACT;

THENCE OVER AND ACROSS SAID 90.871 ACRE TRACT, WITH THE NEW COMMON LINE OF SAID 90.871 ACRE TRACT AND AN ADDITION TRACT CONTAINING 1.78 ACRES BEING CONVEYED TO ARCHIE A. WOHLFAHRT IN SEPARATE DOCUMENT, THE FOLLOWING THREE COURSES AND DISTANCES:

1) **SOUTH 60 DEGREES 10 MINUTES 47 SECONDS WEST, A DISTANCE OF 70.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE NORTHWEST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT,**
2) **SOUTH 29 DEGREES 49 MINUTES 13 SECONDS EAST, A DISTANCE OF 727.93 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY SET FOR THE SOUTHWEST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT, AND**
3) **NORTH 45 DEGREES 43 MINUTES 52 SECONDS EAST, A DISTANCE OF 452.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE SOUTHEAST CORNER OF SAID 1.78 ACRE WOHLFAHRT ADDITION TRACT, SAME BEING A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 3/8-INCH IRON ROD FOUND FOR THE**

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WEST CORNER OF SAID 5.92 ACRE TRACT BEARS NORTH 22 DEGREES 05 MINUTES 39 SECONDS WEST, A DISTANCE OF 75.60 FEET;

THENCE SOUTH 22 DEGREES 05 MINUTES 39 SECONDS EAST, WITH THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID F.M. 306 AND AN EAST LINE OF SAID 39.312 ACRE TRACT, A DISTANCE OF 808.10 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET FOR THE NORTHEAST CORNER OF AN ADDITION TRACT CONTAINING 18.805 ACRES BEING CONVEYED TO WOMMACK FAMILY IN SEPARATE DOCUMENT, SAME BEING A SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2-INCH IRON ROD WITH CAP STAMPED "URBAN CIVIL" FOUND FOR COMMON CORNER OF SAID 39.912 ACRE TRACT AND A CALLED 5.029 ACRE TRACT CONVEYED TO JANIS KAY WOMMACK AND HER HUSBAND, MAX R. WOMMACK, JR., RECORDED IN DOCUMENT NO. 168213, O.P.R.C.C.TX. BEARS SOUTH 22 DEGREES 05 MINUTES 35 SECONDS EAST, A DISTANCE OF 53.20 FEET;

THENCE SOUTH 47 DEGREES 56 MINUTES 50 SECONDS WEST, THROUGH THE INTERIOR OF SAID 39.912 ACRE TRACT, WITH THE NORTH LINE OF SAID 18.805 ACRE WOMMACK ADDITION TRACT, A DISTANCE OF 1,631.47 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTH ERLY LINE OT 3, IT TWO, RDE PAGE 363, PLAT RECOR OMAL C Y, T FOR ORTHW ERLY NER C 18.805 ACRE WOMMA ADDIT RAC AME BEI SOU STE CORNER HE HEREIN DESCRI RACT M W A 1/2-INCH ROD ND F COMMON ER OF SAID LOT 3, H POI ND S 9.912 ACRE T B SOU 2 DEGREE MINUTES 40 SECONDS T, TANCE 89.62 FEET;

THENCE DEGREE INUTES CONE EST, THE CO LINE OF SAID 39.312 AC T AND SAI NT A NCE A MAG NAIL IN ROCK FOU R A COMMON C AID 39.3 RE TR 71 ACRE TRACT, AND SAID LOT 3, HIGH POINT, FROM WHICH A 1/2-INCH IRON ROD FOUND ON A COMMON LINE OF SAID 39.312 ACRE TRACT AND SAID 90.871 ACRE TRACT BEARS, NORTH 44 DEGREES 25 MINUTES 04 SECONDS EAST, A DISTANCE OF 289.33 FEET;

THENCE SOUTH 34 DEGREES 55 MINUTES 51 SECONDS WEST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 3, HIGH POINT, A DISTANCE OF 824.82 FEET TO A 1/2-INCH IRON ROD FOUND ON A SOUTHERLY LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 3, HIGH POINT AND A CALLED 9.45 ACRE TRACT CONVEYED IN A DEED TO BJORN A. JOHNSON AND CYNTHIA J. JOHNSON, RECORDED IN DOCUMENT NO. 202206041914, O.P.R.C.C.TX.;

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID 9.45 ACRE TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 55 DEGREES 19 MINUTES 07 SECONDS WEST, A DISTANCE OF 233.94 FEET TO A 5/8-INCH IRON PIPE FOUND FOR A NORTHWESTERLY CORNER OF SAID 9.45 ACRE TRACT,
2) SOUTH 35 DEGREES 15 MINUTES 33 SECONDS EAST, A DISTANCE OF 463.65 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND FOR AN INTERIOR ELL CORNER OF SAID TRACTS, AND
3) SOUTH 35 DEGREES 25 MINUTES 25 SECONDS WEST, A DISTANCE OF 128.22 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE BANK OF THE GUADALUPE RIVER, FOR A COMMON SOUTHERLY CORNER OF SAID 9.45 ACRE TRACT AND SAID 90.871 ACRE TRACT;

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THENCE WITH THE NORTH BANK OF THE GUADALUPE RIVER, SAME BEING A SOUTH LINE OF SAID 90.871 ACRE TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 153.89 FEET TO A POINT,
2) NORTH 77 DEGREES 27 MINUTES 07 SECONDS WEST, A DISTANCE OF 259.55 FEET TO A POINT,
3) SOUTH 89 DEGREES 57 MINUTES 17 SECONDS WEST, A DISTANCE OF 250.69 FEET TO A POINT,
4) SOUTH 82 DEGREES 50 MINUTES 35 SECONDS WEST, A DISTANCE OF 192.81 FEET TO A POINT,
5) SOUTH 73 DEGREES 12 MINUTES 16 SECONDS WEST, A DISTANCE OF 286.35 FEET TO A POINT, AND
6) SOUTH 82 DEGREES 21 MINUTES 05 SECONDS WEST, A DISTANCE OF 110.10 FEET TO A POINT FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND LOT 26AB, RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 93, P.R.C.C.TX.;

VOID

THENCE WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 26AB, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 37 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 288.55 FEET TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT, AND
2) NORTH 20 DEGREES 21 MINUTES [illegible] SECONDS WEST, A DISTANCE OF [illegible] FEET TO A 1/2-INCH IRON ROD FOUND FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT, SAID LOT 26AB AND LOT 27, RIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 7, PAGE [illegible] P.R.C.C.TX., AND LOT 14, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX.;

THENCE NORTH [illegible] DEGREES [illegible] MINUTES 5[illegible] SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 14, A DISTANCE OF [illegible] FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 14 AND LOT 13, SAID RIADA SUBDIVISION, VOLUME 5, PAGE 242;

THENCE NORTH 45 DEGREES 53 MINUTES 06 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 13, A DISTANCE OF 350.95 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 13 AND LOT 12A, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 12, PAGE 326, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 05 MINUTES 23 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT, SAID LOT 12A, AND LOT 12B OF SAID RIADA SUBDIVISION, UNIT 1, VOLUME 12, PAGE 326, PASSING AT A DISTANCE OF 300.41 FEET A RAILROAD SPIKE (BENT) FOUND FOR A COMMON CORNER OF SAID LOT 12A AND 12B, AND CONTINUING FOR A TOTAL DISTANCE OF 636.06 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 12B AND CACTUS ROAD, SAID RIADA SUBDIVISION, VOLUME 12, PAGE 326;

THENCE NORTH 43 DEGREES 15 MINUTES 27 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.781 ACRE TRACT AND SAID CACTUS LANE, A DISTANCE OF 60.01 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LJA SURVEY" SET ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID CACTUS LANE AND LOT 11A, RIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 11, PAGE 130, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 27 MINUTES 41 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT, SAID LOT 11A, AND LOT 11B OF SAID RIADA SUBDIVISION, UNIT 1, VOLUME 11,

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PAGE 130, PASSING AT A DISTANCE OF 333.11 FEET A 1/2-INCH IRON ROD WITH "ILLEGIBLE" CAP FOUND FOR A COMMON CORNER OF SAID LOT 11A AND LOT 11B, AND CONTINUING FOR A TOTAL DISTANCE OF 541.98 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 11B AND LOT 10 OF RIADA SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 5, PAGE 242, P.R.C.C.TX.;

THENCE NORTH 43 DEGREES 15 MINUTES 08 SECONDS EAST, WITH THE COMMON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 10, A DISTANCE OF 541.98 FEET TO A 1/2-INCH IRON ROD FOUND ON A NORTHWEST LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 10 AND LOT 9 OF SAID RIADA SUBDIVISION, VOLUME 5, PAGE 242;

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT AND SAID LOT 9, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 43 DEGREES 14 MINUTES 44 SECONDS EAST, A DISTANCE OF 518.77 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE EAST CORNER OF SAID LOT 9, AND
2) SOUTH 45 DEGREES 46 MINUTES [illegible] SECONDS WEST, A DISTANCE OF [illegible]34 FEET TO A 5/8-INCH IRON ROD FOUND ON AN EASTERLY LINE OF [illegible] FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND SAID LOT 9;

THENCE NORTH 4[illegible] DEGREES [illegible] MINUTES 38 [illegible] SECONDS EAST, WITH THE COMMON LINE OF SAID RIADA [illegible] AND SAID 90.8[illegible] ACRE TRACT, A DISTANCE OF 1,067[illegible] FEET TO A 5/[illegible]H IRON ROD WITH CA[illegible] "[illegible]OLJA SU[illegible]" SET FOR A COMMON CORNER OF SAID 90.871 ACRE TRACT AND LOT 1B, ROVER'S RETREAT, VOLUME 9, PAGE [illegible];

THENCE [illegible] 29 DEGREES [illegible] SECONDS EAST, [illegible] IRON LINE OF SAID 90.871 ACRE TRACT AND SAID LOT 1B, A DISTANCE OF 95.03 FEET TO A 3/4-INCH IRON ROD FOUND ON AN EASTERLY LINE OF SAID 90.871 ACRE TRACT, FOR A COMMON CORNER OF SAID LOT 1B AND LOT 2A OF SAID ROVER'S RETREAT SUBDIVISION, VOLUME 7, PAGE 23;

VOID

THENCE WITH THE COMMON LINES OF SAID 90.871 ACRE TRACT, SAID LOT 2A, LOT 3, AND LOT 4 OF SAID ROVER'S RETREAT SUBDIVISION, VOLUME 7, PAGE 23, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 29 DEGREES 52 MINUTES 17 SECONDS EAST, A DISTANCE OF 171.30 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE COMMON CORNER OF SAID LOT 2A AND SAID LOT 3,
2) SOUTH 29 DEGREES 46 MINUTES 47 SECONDS EAST, A DISTANCE OF 329.83 FEET TO A 1/2-INCH IRON ROD (BENT) FOUND FOR THE SOUTH CORNER OF SAID LOT 4, AND
3) NORTH 60 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 253.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 124.79 ACRES OF LAND, MORE OR LESS.

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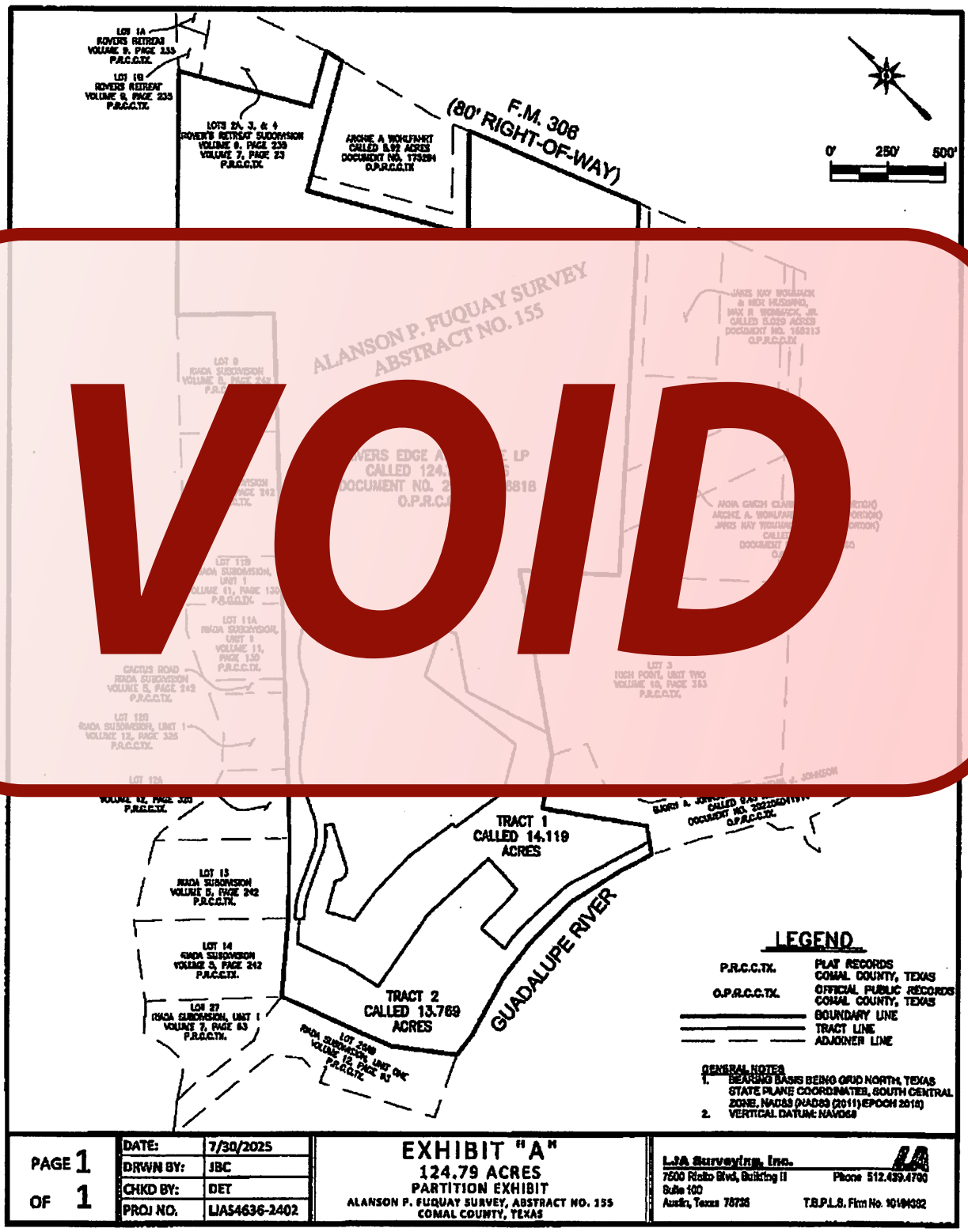
EXHIBIT B



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PAGE 1 OF 1	DATE:	7/30/2025	EXHIBIT "A" 124.79 ACRES PARTITION EXHIBIT ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155 COMAL COUNTY, TEXAS
	DRWN BY:	JBC	
	CHKD BY:	DET	
	PROJ NO.	LIA54636-2402	

LJA Surveying, Inc.
7500 Rialto Blvd, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.L.S. Firm No. 10194382

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RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 1

BEING A 84.119 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155, COMAL COUNTY, TEXAS, BEING ONE OF A CALLED 134.79 ACRE TRACT OF LAND CONVEYED TO RIVERS EDGE AT GRUENE LP, RECORDED IN DOCUMENT NO. 202206045818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX), SAID 84.119 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH CAP STAMPED "DHT" FOUND (N= 13,918,930.14, E= 2,251,218.50) FOR THE COMMON CORNER OF SAID 134.79 ACRE TRACT AND A CALLED 8.45 ACRE TRACT, RECORDED IN DOCUMENT NO. 202206045818, O.P.R.C.C.TX., FOR THE MOST SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 85 DEGREES 28 MINUTES 13 SECONDS WEST, WITH THE COMMON LINE OF SAID 134.79 ACRE TRACT AND SAID 8.45 ACRE TRACT, A DISTANCE OF 65.17 FEET TO A CALCULATED POINT;

THENCE OVER AND ACROSS SAID 134.79 ACRE TRACT, THE FOLLOWING FORTY-TWO (52) COURSES AND DISTANCES:

1) NORTH 73 DEGREES 13 MINUTES 23 SECONDS WEST, A DISTANCE OF 407.54 FEET TO A CALCULATED POINT,
2) NORTH 87 DEGREES 28 MINUTES 20 SECONDS WEST, A DISTANCE OF 348.46 FEET TO A CALCULATED POINT,
3) SOUTH 85 DEGREES 53 MINUTES 43 SECONDS WEST, A DISTANCE OF 82.85 FEET TO A CALCULATED POINT,
4) SOUTH 79 DEGREES 13 MINUTES 52 SECONDS WEST, A DISTANCE OF 81.84 FEET TO A CALCULATED POINT,
5) NORTH 04 DEGREES 46 MINUTES 05 SECONDS WEST, A DISTANCE OF 136.79 FEET TO A CALCULATED POINT,
6) NORTH 78 DEGREES 12 MINUTES 43 SECONDS EAST, A DISTANCE OF 88.05 FEET TO A CALCULATED POINT,
7) SOUTH 89 DEGREES 04 MINUTES 02 SECONDS EAST, A DISTANCE OF 157.98 FEET TO A CALCULATED POINT,
8) NORTH 83 DEGREES 31 MINUTES 49 SECONDS EAST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,
9) NORTH 01 DEGREES 09 MINUTES 39 SECONDS EAST, A DISTANCE OF 363.94 FEET TO A CALCULATED POINT,
10) NORTH 17 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 352.08 FEET TO A CALCULATED POINT,
11) SOUTH 89 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 10.78 FEET TO A CALCULATED POINT,
12) SOUTH 83 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 10.78 FEET TO A CALCULATED POINT,
13) SOUTH 78 DEGREES 57 MINUTES 20 SECONDS WEST, A DISTANCE OF 368.52 FEET TO A CALCULATED POINT,
14) NORTH 11 DEGREES 30 MINUTES 20 SECONDS WEST, A DISTANCE OF 158.10 FEET TO A CALCULATED POINT,
15) NORTH 78 DEGREES 33 MINUTES 23 SECONDS EAST, A DISTANCE OF 7.00 FEET TO A CALCULATED POINT,
16) NORTH 11 DEGREES 26 MINUTES 37 SECONDS WEST, A DISTANCE OF 23.00 FEET TO A CALCULATED POINT,
17) SOUTH 78 DEGREES 33 MINUTES 23 SECONDS WEST, A DISTANCE OF 7.00 FEET TO A CALCULATED POINT,
18) NORTH 49 DEGREES 23 MINUTES 30 SECONDS EAST, A DISTANCE OF 106.56 FEET TO A CALCULATED POINT,
19) SOUTH 40 DEGREES 23 MINUTES 04 SECONDS EAST, A DISTANCE OF 52.06 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
20) NORTH 49 DEGREES 23 MINUTES 30 SECONDS EAST, A DISTANCE OF 51.36 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,
21) WITH SAID CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 82.96, A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 13 DEGREES 33 MINUTES 27 SECONDS, AND A CHORD BEARING NORTH 57 DEGREES 17 MINUTES 43 SECONDS EAST, A DISTANCE OF 82.53 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
22) NORTH 67 DEGREES 08 MINUTES 28 SECONDS EAST, A DISTANCE OF 125.89 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,
23) WITH SAID CURVE TO THE LEFT, WITH AN ARC LENGTH OF 193.51, A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 37 DEGREES 46 MINUTES 46 SECONDS, AND A CHORD BEARING NORTH 51 DEGREES 12 MINUTES 03 SECONDS EAST, A DISTANCE OF 189.68 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
24) SOUTH 00 DEGREES 08 MINUTES 38 SECONDS WEST, A DISTANCE OF 20.11 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
25) SOUTH 85 DEGREES 43 MINUTES 08 SECONDS EAST, A DISTANCE OF 157.70 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
26) SOUTH 85 DEGREES 33 MINUTES 47 SECONDS EAST, A DISTANCE OF 70.80 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
27) NORTH 59 DEGREES 55 MINUTES 58 SECONDS EAST, A DISTANCE OF 214.94 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
28) NORTH 06 DEGREES 13 MINUTES 02 SECONDS WEST, A DISTANCE OF 469.77 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
29) NORTH 64 DEGREES 18 MINUTES 17 SECONDS EAST, A DISTANCE OF 213.83 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
30) SOUTH 24 DEGREES 23 MINUTES 06 SECONDS EAST, A DISTANCE OF 66.33 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
31) SOUTH 34 DEGREES 21 MINUTES 08 SECONDS WEST, A DISTANCE OF 403.58 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,
32) SOUTH 18 DEGREES 27 MINUTES 56 SECONDS EAST, A DISTANCE OF 403.58 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET ON THE COMMON LINE OF SAID 134.79 ACRE TRACT AND LOT 3, OF THE IRON POINT, UNIT TWO, A SUBDIVISION OF RECORD IN COMAL COUNTY, TEXAS, RECORDED IN VOLUME 10, PAGE 163 OF THE PAT RECORDS COMAL COUNTY, TEXAS (P.R.C.C.TX.);

THENCE SOUTH 56 DEGREES 55 MINUTES 58 SECONDS WEST, WITH THE COMMON LINE OF SAID 134.79 ACRE TRACT AND SAID LOT 3, A DISTANCE OF 96.66 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE COMMON CORNER OF SAID LOT 3 AND SAID 8.45 ACRE TRACT,

THENCE WITH THE COMMON LINE OF SAID 134.79 ACRE TRACT AND SAID 8.45 ACRE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) SOUTH [illegible]
2) SOUTH [illegible]

[illegible] POINT OF BEGINNING, AND CONTAINING [illegible] ACRES OF LAND, MORE OR LESS.

VOID

PAGE 10 OF 11	DATE: 07/24/25	RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS
	DRWN BY: JBC	MASTER UNIT 1 AND MASTER UNIT 2
	CHKD BY: DT	IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155
	PROJ NO. LIAS4636-2402	COMAL COUNTY, TEXAS

LIA Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194392

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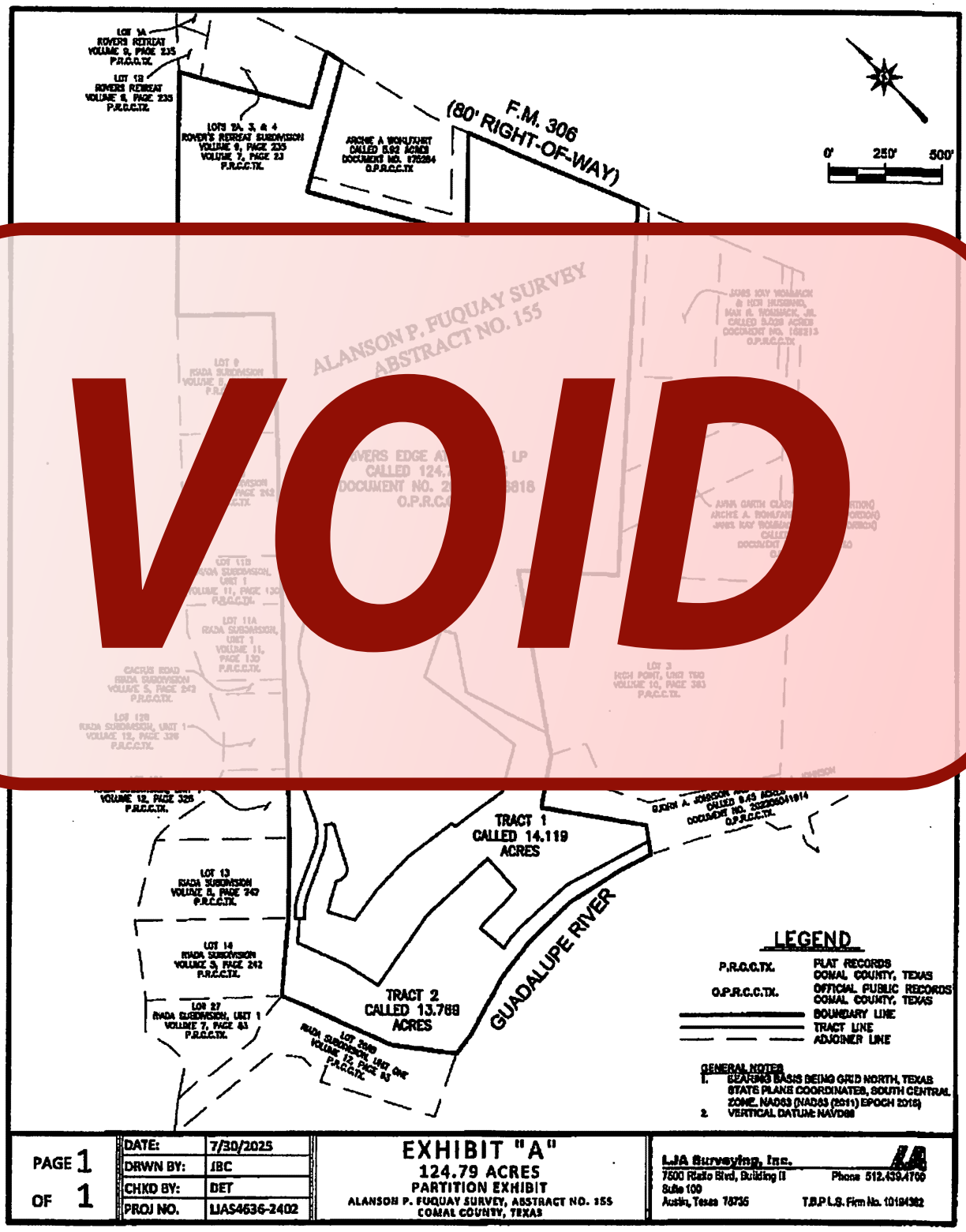
By Brandon Olvera at 2:36 pm, Aug 11, 2025

EXHIBIT C



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PAGE 1 OF 1	DATE:	7/30/2025	EXHIBIT "A" 124.79 ACRES PARTITION EXHIBIT ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 155 COMAL COUNTY, TEXAS
	DRWN BY:	JBC	
	CHKD BY:	DET	
	PROJ NO.	LJAS4636-2402	

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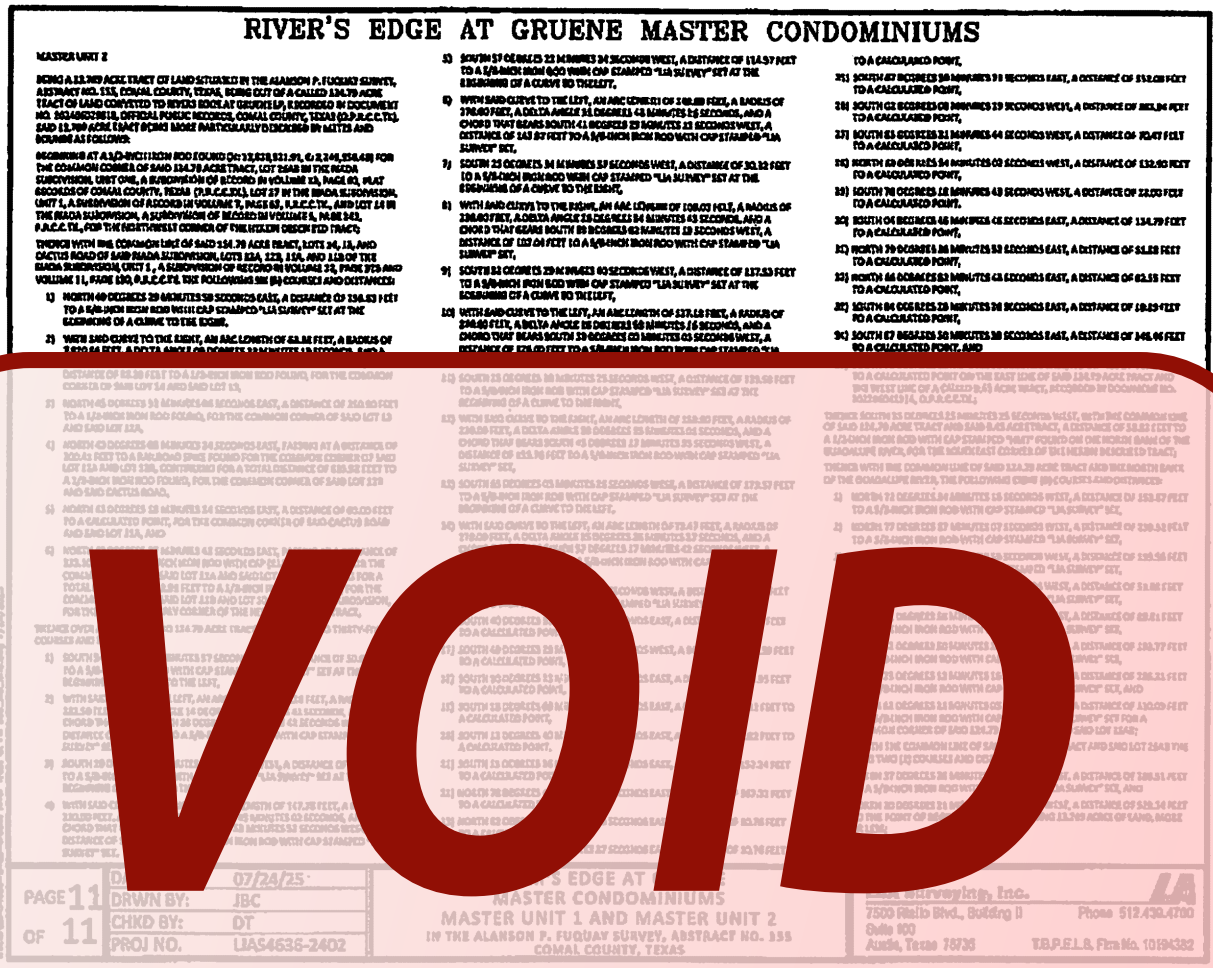

RIVER'S EDGE AT GRUENE MASTER CONDOMINIUMS

MASTER UNIT 2

BEING A 12.769 ACRE TRACT OF LAND SITUATED IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 335, COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 134.79 ACRE TRACT OF LAND CONVEYED TO RIVER'S EDGE AT GRUENE, LP, RECORDED IN DOCUMENT NO. 202406029818, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS (O.P.R.C.C.TX.), SAID 12.769 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD FOUND (N: 13,823,821.91, E: 2,348,554.48) FOR THE COMMON CORNER OF SAID 134.79 ACRE TRACT, LOT 25AB IN THE BIADA SUBDIVISION, UNIT ONE, A SUBDIVISION OF RECORD IN VOLUME 13, PAGE 83, PLAT RECORDS OF COMAL COUNTY, TEXAS (P.R.C.C.TX.), LOT 27 IN THE BIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORDED IN VOLUME 7, PAGE 65, P.R.C.C.TX., AND LOT 14 IN THE BIADA SUBDIVISION, A SUBDIVISION OF RECORDED IN VOLUME 6, PAGE 343, P.R.C.C.TX., FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 134.79 ACRE TRACT, LOTS 24, 13, AND CACTUS ROAD OF SAID BIADA SUBDIVISION, LOTS 12A, 12B, 13A, AND 13B OF THE BIADA SUBDIVISION, UNIT 1, A SUBDIVISION OF RECORD IN VOLUME 13, PAGE 205 AND VOLUME 11, PAGE 130, O.P.R.C.C.TX. THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1) NORTH 49 DEGREES 29 MINUTES 58 SECONDS EAST, A DISTANCE OF 196.83 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

2) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 63.36 FEET, A RADIUS OF [illegible], A DELTA ANGLE OF [illegible], AND A CHORD THAT BEARS [illegible] TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 13 AND SAID LOT 12A,

3) NORTH 45 DEGREES 33 MINUTES 06 SECONDS EAST, A DISTANCE OF 216.60 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 13 AND SAID LOT 12A,

4) NORTH 43 DEGREES 48 MINUTES 34 SECONDS EAST, PASSING AT A DISTANCE OF 100.45 FEET TO A RAILROAD SPIKE FOUND FOR THE COMMON CORNER OF SAID LOT 12A AND LOT 12B, CONTINUING FOR A TOTAL DISTANCE OF 139.98 FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 12B AND SAID CACTUS ROAD,

5) NORTH 43 DEGREES 58 MINUTES 34 SECONDS EAST, A DISTANCE OF 69.00 FEET TO A CALCULATED POINT, FOR THE COMMON CORNER OF SAID CACTUS ROAD AND SAID LOT 12A, AND

6) NORTH [illegible] EAST, A DISTANCE OF [illegible] FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE COMMON CORNER OF SAID LOT 12A AND SAID CACTUS ROAD, FOR A TOTAL DISTANCE OF [illegible] FEET TO A 1/2-INCH IRON ROD FOUND, FOR THE COMMON CORNER OF SAID LOT 12B AND LOT 25AB, SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE OVER AND ACROSS SAID 134.79 ACRE TRACT, THE FOLLOWING THIRTY-FIVE (35) COURSES AND DISTANCES:

1) SOUTH [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,

2) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 383.50 FEET, A RADIUS OF [illegible], A DELTA ANGLE OF [illegible], AND A CHORD THAT BEARS [illegible] TO A CALCULATED POINT,

3) SOUTH [illegible] FEET TO A CALCULATED POINT,

4) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 147.38 FEET, A RADIUS OF 330.00 FEET, A DELTA ANGLE OF [illegible], AND A CHORD THAT BEARS [illegible] TO A CALCULATED POINT,

5) SOUTH 57 DEGREES 22 MINUTES 34 SECONDS WEST, A DISTANCE OF 114.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,

6) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 340.88 FEET, A RADIUS OF 370.00 FEET, A DELTA ANGLE OF 52 DEGREES 48 MINUTES 15 SECONDS, AND A CHORD THAT BEARS SOUTH 41 DEGREES 29 MINUTES 23 SECONDS WEST, A DISTANCE OF 328.87 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) SOUTH 25 DEGREES 34 MINUTES 39 SECONDS WEST, A DISTANCE OF 30.12 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

8) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 108.03 FEET, A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 26 DEGREES 54 MINUTES 43 SECONDS, AND A CHORD THAT BEARS SOUTH 39 DEGREES 02 MINUTES 19 SECONDS WEST, A DISTANCE OF 107.04 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

9) SOUTH 52 DEGREES 29 MINUTES 03 SECONDS WEST, A DISTANCE OF 127.53 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,

10) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 137.18 FEET, A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 29 DEGREES 06 MINUTES 17 SECONDS, AND A CHORD THAT BEARS SOUTH 37 DEGREES 56 MINUTES 12 SECONDS WEST, A DISTANCE OF 135.70 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

11) SOUTH 23 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 139.58 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE RIGHT,

12) WITH SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 158.80 FEET, A RADIUS OF 230.00 FEET, A DELTA ANGLE OF 39 DEGREES 33 MINUTES 01 SECONDS, AND A CHORD THAT BEARS SOUTH 43 DEGREES 13 MINUTES 35 SECONDS WEST, A DISTANCE OF 155.70 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

13) SOUTH 63 DEGREES 03 MINUTES 25 SECONDS WEST, A DISTANCE OF 179.57 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET AT THE BEGINNING OF A CURVE TO THE LEFT,

14) WITH SAID CURVE TO THE LEFT, AN ARC LENGTH OF 73.47 FEET, A RADIUS OF 270.00 FEET, A DELTA ANGLE OF 15 DEGREES 35 MINUTES 37 SECONDS, AND A CHORD THAT BEARS SOUTH 55 DEGREES 17 MINUTES 42 SECONDS WEST, A DISTANCE OF 73.25 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

15) SOUTH 49 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

16) SOUTH 40 DEGREES 30 MINUTES 02 SECONDS EAST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

17) SOUTH 49 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

18) SOUTH 40 DEGREES 30 MINUTES 02 SECONDS EAST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

19) SOUTH 49 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

20) SOUTH 40 DEGREES 30 MINUTES 02 SECONDS EAST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

21) SOUTH 49 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

22) NORTH 40 DEGREES 30 MINUTES 02 SECONDS WEST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

23) SOUTH 49 DEGREES 29 MINUTES 58 SECONDS WEST, A DISTANCE OF [illegible] FEET TO A CALCULATED POINT,

24) NORTH 63 DEGREES 03 MINUTES 25 SECONDS EAST, A DISTANCE OF 10.76 FEET TO A CALCULATED POINT,

25) SOUTH 47 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 153.08 FEET TO A CALCULATED POINT,

26) SOUTH 42 DEGREES 29 MINUTES 52 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A CALCULATED POINT,

27) SOUTH 83 DEGREES 21 MINUTES 44 SECONDS WEST, A DISTANCE OF 70.47 FEET TO A CALCULATED POINT,

28) NORTH 69 DEGREES 54 MINUTES 03 SECONDS WEST, A DISTANCE OF 132.93 FEET TO A CALCULATED POINT,

29) SOUTH 70 DEGREES 18 MINUTES 43 SECONDS WEST, A DISTANCE OF 22.03 FEET TO A CALCULATED POINT,

30) SOUTH 06 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 134.79 FEET TO A CALCULATED POINT,

31) NORTH 79 DEGREES 38 MINUTES 53 SECONDS EAST, A DISTANCE OF 51.58 FEET TO A CALCULATED POINT,

32) NORTH 66 DEGREES 52 MINUTES 43 SECONDS EAST, A DISTANCE OF 62.55 FEET TO A CALCULATED POINT,

33) SOUTH 84 DEGREES 28 MINUTES 34 SECONDS EAST, A DISTANCE OF 19.29 FEET TO A CALCULATED POINT,

34) SOUTH 67 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 148.96 FEET TO A CALCULATED POINT, AND

35) SOUTH 47 DEGREES 30 MINUTES 08 SECONDS EAST, A DISTANCE OF 153.08 FEET TO A CALCULATED POINT,

THENCE SOUTH 15 DEGREES 25 MINUTES 25 SECONDS WEST, WITH THE COMMON LINE OF SAID 134.79 ACRE TRACT AND SAID 8.43 ACRE TRACT, A DISTANCE OF 58.81 FEET TO A 1/2-INCH IRON ROD WITH CAP STAMPED "HMT" FOUND ON THE NORTH BANK OF THE GUADALUPE RIVER, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE WITH THE COMMON LINE OF SAID 134.79 ACRE TRACT AND THE NORTH BANK OF THE GUADALUPE RIVER, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1) NORTH 72 DEGREES 34 MINUTES 15 SECONDS WEST, A DISTANCE OF 153.67 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

2) NORTH 77 DEGREES 57 MINUTES 07 SECONDS WEST, A DISTANCE OF 230.52 FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

3) [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

4) [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

5) [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

6) [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET,

7) [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET FOR A CORNER OF SAID 134.79 ACRE TRACT AND SAID LOT 25AB THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) [illegible] FEET TO A 5/8-INCH IRON ROD WITH CAP STAMPED "LIA SURVEY" SET, AND

2) [illegible] FEET TO THE POINT OF BEGINNING AND CONTAINING 12.769 ACRES OF LAND, MORE OR LESS.

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RIVER'S EDGE AT GRUENE
MASTER CONDOMINIUMS
MASTER UNIT 1 AND MASTER UNIT 2
IN THE ALANSON P. FUQUAY SURVEY, ABSTRACT NO. 335
COMAL COUNTY, TEXAS

[illegible] Surveying, Inc.
7500 Rialto Blvd., Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
T.B.P.E.L.S. Firm No. 10194382

VOID

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Bobbie Koepp