

**Required Information Applicable to the Property  
Including Resale Certificate  
(Texas Property Code Section 207.003)**

Date: February 7, 2022  
Property (including any common areas assigned to the Property): Subdivision as recorded on plat as filed in Cabinet 1, Slide 159A of the Plat Records of Frio County, Texas.  
Subdivision: Moore Estates Subdivision  
Property Owners Association: Moore Estates Property Owners Association, Inc.  
Property Owners Assoc. address: 141 Danube, Suite 102, San Antonio, Texas 78213

Managing agent of Subdivision: Scott Henneke  
Managing agent's address: 141 Danube, Suite 102, San Antonio, Texas 78213

Current regular assessment: \$125.00 per year  
Total amounts due and unpaid to Association: None  
Capital expenditures approved by Property Owners Association for current fiscal year: None  
Reserves for capital expenditures: None  
Administrative Transfer Fee: None  
Other fees for change of ownership: None

There are not any suits pending against the Property Owners Association.

The Property Owners Association's board has actual knowledge of conditions on the Property in violation of the restrictions applying to the Subdivision or the bylaws or rules of the Property Owners Association. Known violations are: None.

The Property is not subject to a right of first refusal or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.

The Property Owners Association has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Property Owners Association.

The restrictions on the Lot do not allow foreclosure of the Property Owners Association's lien on the Property for failure to pay assessments.

Required Exhibits:

1. Restrictions
2. Rules
3. Bylaws
4. Articles of Incorporation/Certificate of Formation
5. Management Certificate
6. Current Balance Sheet N/A
7. Current Operating Budget N/A
8. Certificate of Insurance Concerning Property and Liability Insurance for Common Areas and Facilities, if applicable. N/A
9. Any Governmental Notices of Health or Housing Code Violations N/A

Notice: This Subdivision information may change at any time.

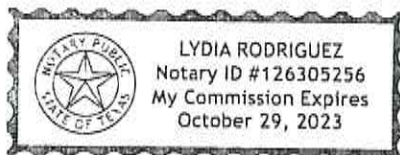
Moore Estates Property Owners Association,  
Inc., a Texas nonprofit corporation

  
\_\_\_\_\_  
Scott Henneke, Declarant and Managing Agent

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on February 7, 2022, by Scott Henneke, Declarant and Managing Agent of Moore Estates Property Owners Association, Inc., a nonprofit corporation, on behalf of said corporation.



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

EXHIBIT

**Certificate of Formation of  
Moore Estates Property Owners Association,  
Inc., a Texas Nonprofit Corporation**

1. **Name.** The name of the corporation is Moore Estates Property Owners Association, Inc.
- Type of Filing Entity.** The type of filing entity being formed is a nonprofit corporation.
3. **Purpose.** The purpose for which the filing entity is formed is to be the property owners association under the Declaration of Restrictive Covenants of the Moore Estates subdivision.
4. **Period of Duration.** The period of duration of the filing entity is perpetual.
5. **Initial Registered Office.** The street address of the initial registered office of the filing entity and the name of its initial registered agent at that address are:
- Name: Scott Henneke  
Address: 141 Danube, Suite 102, San Antonio, Texas, 78213
6. **Organizer.** The name and address of the organizer for the filing entity are:
- Name: Judith A. Gray  
Address: P.O. Box 225, Vanderpool, Texas 78885
7. **Members.** The filing entity will be composed of Members.
8. **Initial Board of Directors.** The number of directors constituting the initial board of directors is 3, and their names and addresses are:
- Name: Scott Henneke  
Address: 141 Danube, Suite 102, San Antonio, Texas 78213
- Name: Brett Henneke  
Address: 141 Danube, Suite 102, San Antonio, Texas 78213
- Name: Daniel Henneke  
Address: 141 Danube, Suite 102, San Antonio, Texas 78213
9. **Meetings.** Any action that may be taken at a Members or board of directors meeting may be taken without a meeting by written consent setting forth the action taken signed by a sufficient number of Members or of the board of directors as would be necessary to take that action at a meeting.

Signed on June 18, 2021.

A handwritten signature in cursive script that reads "Judith A. Gray".

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Judith A. Gray, Organizer



## EXHIBIT

### Rules of Moore Estates Property Owners Association, Inc.

**Date:** February 7, 2022  
**Property Owners Association:** Moore Estates Property Owners Association, Inc., established by the certificate of formation filed with the Secretary of State of Texas on February 7, 2022, under file number 804436239.  
**Property Owners Association's Address:** 141 Danube, Suite 102, San Antonio, Texas 78213. The Property Owners Association may have other offices.  
**Declaration:** The Declaration of Restrictive Covenants of the Moore Estates Subdivision, recorded in real property records of Frio County, TX  
**Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration or Bylaws.

The Property Owners Association adopts these Rules, which will be enforceable on the recording of this document in the real property records of the county in which the property described by the Declaration is located. On violation of these Rules, owners may be subject to Penalties for Violation.

#### A. Rules

1. Member owners must pay annual assessments for upkeep of the common areas
2. Member owners must follow all of the recorded restrictive covenants.

#### B. Penalties for Violation

1. fines in the amount to be determined by the Board of Directors

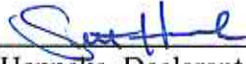
#### C. Enforcement Procedures

*C.1. Notice.* Before the Property Owners Association may (a) suspend an Owner's right to use a common area, (b) file a suit against an Owner other than a suit to collect a Regular Assessment or Special Assessment or foreclose under the Property Owners Association's lien, (c) charge an Owner for property damage, or (d) levy a fine for a violation of the restrictions or Bylaws or Rules of the Property Owners Association, the Property Owners Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and must state any amount due the Property Owners Association from the Owner. The notice also must inform the Owner that the Owner (a) is entitled to a reasonable period to cure the violation and avoid the fine or suspension, unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months; (b) may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth (30th) day after the date the Owner receives the notice; and (c) may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901-4043) if the Owner is serving on active military duty. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

C.2. *Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter at issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. The Property Owners Association must hold a hearing under this provision not later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting. The hearing will be held in executive session, affording the alleged violator a reasonable opportunity to be heard. Before any sanction under these Rules becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction imposed, if any. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a [number]-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

C.3. *Appeal.* Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, president, or secretary within thirty (30) days after the hearing date.

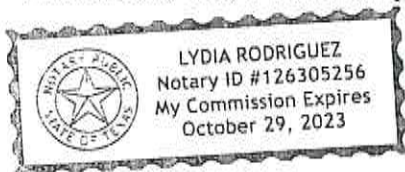
Moore Estates Property Owners Association,  
Inc., a Texas nonprofit corporation


  
\_\_\_\_\_  
Scott Henneke, Declarant and Managing Agent

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on Feb. 7, 2022, by Scott Henneke, Declarant and Managing Agent, of Moore Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



  
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Notary Public, State of Texas



EXHIBIT

**Bylaws of  
Moore Estates Property Owners Association, Inc.,  
Inc.**

**Property Owners Association:** Moore Estates Property Owners Association, Inc., established by the certificate of formation filed with the Secretary of State of Texas on February 7, 2022, under file number 804436239.

**Principal Office:** 141 Danube, Suite 102, San Antonio, Texas 78213. The Property Owners Association may have other offices.

**Declaration:** The Declaration of Restrictive Covenants of the Moore Estates Subdivision, recorded in the real property records of Frio County, Texas.

**Definitions:** Capitalized terms used but not defined herein have the meaning set forth in the Declaration.

**Voting Members:** Members entitled to vote or their proxies.

**A. Members**

*A.1. Membership.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

*A.1.a. Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one vote may be cast for a Lot.

*A.1.b. Class B.* The Class B Member is Declarant and has three (3) votes for each Lot owned. The Class B membership ceases and converts to Class A membership on the earlier of-

- i. when the Class A Members' votes exceed the total of Class B Member's votes; or
- ii. the date specified in the Declaration of Restrictive Covenants.

*A.2. Place of Meeting.* Members meetings will be held at the Property Owners Association's Principal Office or at another place designated by the Board.

*A.3. Annual Meetings.* The first Members meeting will be held within twelve (12) months after the formation of the Property Owners Association. Subsequent regular annual Members meetings will be held on the first of January of each subsequent calendar year.

*A.4. Special Meetings.* The president may call special meetings. The president must call a special meeting if directed by the Board or by a petition signed by fifty percent (50%) percent of the Class A Voting Members.

*A.5. Notice of Meetings, Election, and Vote.* Written notice stating the place, day, and hour of each Members meeting, other than a reconvened meeting, must be given to each Member

not less than ten nor more than sixty days before the meeting. For voting not at a meeting, notice must be given not later than the twentieth day before the latest day on which a ballot may be submitted to be counted. The special Members meeting notices must also state the meeting's purpose, and no business may be conducted except as stated in the notice. Notice to a Member must state the purpose of an association-wide election or vote and is deemed given when hand delivered or mailed. If mailed, notice is deemed given (whether actually received or not) when deposited with the United States Postal Service, postage prepaid.

*A.6. Waiver of Notice.* A Member may, in writing, waive notice of a meeting. Attendance at a meeting is a waiver of notice of the meeting, unless the Member objects to lack of notice when the meeting is called to order.

*A.7. Quorum.* A majority of the Voting Members is a quorum. If a Members meeting cannot be held because a quorum is not present, either in person, by proxy, by absentee ballot, or by electronic ballot, a majority of the Voting Members who are present may adjourn the meeting. At the reconvened meeting, thirty (30) percent of the Voting Members is a quorum. If a quorum is not present, a majority of the Voting Members who are present may adjourn the meeting. At the second reconvened meeting, a majority of the Board is a quorum. Written notice of the place, date, and hour of each reconvened meeting must be given to each Member not more than thirty (30) nor less than fifteen (15) days before the reconvened meeting.

*A.8. Majority Vote.* Voting by Members may be at a meeting or outside of a meeting. Voting must be as required by law. Votes representing more than fifty percent (50%) of the Voting Members present at a meeting at which a quorum is present are a majority vote.

*A.9. Voting Methods.* Voting Members may, at the option of the Board, vote in person, by proxy, by absentee ballot, by electronic ballot, or by any other process approved by the Board. A Member must be allowed to vote by absentee ballot or proxy, but the Board is not required to provide a Member with more than one voting method.

*A.10. Conduct of Meetings.* The president will preside over Members meetings. The secretary will keep minutes of the meetings and will record in a minutes book the votes of the members.

## **B. Board**

*B.1. Governing Body; Composition.* The affairs of the Property Owners Association are governed by the Board. Each director has one vote. The initial Board is composed of the directors appointed in the certificate of formation. Each director must be a Member or, in the case of an entity Member, a person designated in writing to the secretary.

### *B.2. Qualifications.*

*B.2.a. Member.* Each director must be a Member or, in the case of an entity Member, a person designated in writing by either proxy or a resolution to the secretary of the Property Owners Association.



*B.2.b. Felony or Crime Involving Moral Turpitude.* If the Board is presented with written, documented evidence from a database or other record maintained by a governmental law enforcement authority that a director was convicted of a felony or crime involving moral turpitude not more than twenty years before the date the Board is presented with the evidence, that director is immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

*B.2.c. Cohabitation of Directors.* A Member may not serve on the Board if the Member cohabits at the same primary residence with a director. This section does not apply during the Property Owners Association's development period to affect the eligibility to serve on the Board of:

- i. a Member who cohabits with a developer or Declarant of the Subdivision;  
or
- ii. the developer or Declarant.

*B.3. Number of Directors.* The Board consists of not less than three (3) nor more than six (6) directors. Within those limits, the Board may change the number of directors. No decrease may shorten the term of a director.

*B.4. Term of Office.* The initial directors serve until the first annual meeting of Members. The terms of directors will be staggered. At least one-third (1/3) of the Board will be elected each year. The initial Board will determine the initial term, not to exceed three (3) years, of each director. At the expiration of the initial term of a director, each successor will have a term of two (2) years. Directors may serve consecutive terms.

*B.5. Election.* At the first annual meeting of Members, the Voting Members will elect directors to succeed the initial directors. At subsequent annual Members meetings, successors for each director whose term is expiring will be elected. Cumulative voting is prohibited. The candidate or candidates receiving the most votes will be elected. The directors elected by the Voting Members will hold office until their respective successors have been elected.

*B.6. Removal of Directors and Vacancies*

*B.6.a. Removal by Members.* Any director may be removed, with or without cause, by a majority of the Voting Members. Any director whose removal is sought will be given notice of the proposed removal.

*B.6.b. Removal by Board.* Any director may be removed at a Board meeting if the director-

- i. failed to attend three (3) consecutive Board meetings; or
- ii. failed to attend fifty (50%) percent of Board meetings within one year.

*B.6.c. Vacancies.* A director's position becomes vacant if the director dies, becomes incapacitated, resigns, or is no longer a Member.

*B.6.d. Successors.* If a director is removed or a vacancy exists, a successor will be elected by the remaining directors for the remainder of the term.

*B.7. Compensation.* Directors will not receive compensation. A director may be reimbursed for expenses approved by the Board.

*B.8. Powers.* The Board has all powers necessary to administer the Property Owners Association's affairs.

*B.9. Management.* The Board may employ a managing agent. Declarant, or an affiliate of Declarant, may be the managing agent.

*B.10. Accounts and Reports.* Accounting and controls must conform to good accounting practices. Accounts will not be commingled with accounts of other persons. The following financial reports will be prepared at least annually:

*B.10.a.* An income statement reflecting all income and expense activity for the preceding period.

*B.10.b.* A statement reflecting all cash receipts and disbursements for the preceding period.

*B.10.c.* A variance report reflecting the status of all accounts in an "actual" versus "approved" budget format.

*B.10.d.* A balance sheet as of the last day of the preceding period.

*B.10.e.* A delinquency report listing all Owners who are delinquent by more than sixty (60) days in paying any Assessment and describing the status of any action to collect those delinquent Assessments.

*B.11. Borrowing.* The Board may borrow money to maintain, repair, or restore the Common Area without the approval of the Members. If approved in advance by the Members in the same manner as approving a Special Assessment, the Board may borrow money for any other purpose.

*B.12. Rights of Association.* With respect to the Common Area, and in accordance with the Declaration, the Property Owners Association will have the right to contract with any person for the performance of various duties and functions. Such agreements require the approval of the Board.

*B.13. Enforcement Procedures*

*B.13.a. Notice.* Before the Board may (i) suspend an Owner's right to use a Common Area, (ii) file a suit against an Owner other than a suit to collect any Assessment, (iii) foreclose



the Property Owners Association's lien, (iv) charge an Owner for property damage, or (v) levy a fine for a violation of the Dedicatory Instruments, the Property Owners Association or its agent must give written notice to the Owner as required or permitted by law. The notice must describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the Property Owners Association from the Owner. The notice must also (i) inform the Owner that if the violation is curable and does not pose a threat to public health or safety, which means it could not materially affect the health or safety of an ordinary resident, the Owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months; (ii) indicate that the Owner may request a hearing in accordance with Texas Property Code section 209.007 on or before the thirtieth day after the date the notice was mailed to the Owner, (iii) state that the Owner may have special rights if the Owner is serving on active military duty, and (iv) state the date by which the Owner must cure a curable violation that does not pose a threat to public health and safety.

*B.13.b. Hearing.* If the Owner is entitled to an opportunity to cure the violation, the Owner has the right to submit a written request for a hearing to discuss and verify facts and resolve the matter in issue before a committee appointed by the Board or before the Board if the Board does not appoint a committee. If a hearing is to be held before a committee, the notice must state that the Owner has the right to appeal the committee's decision to the Board by written notice to the Board.

The Property Owners Association must hold a hearing under this section not later than the thirtieth (30<sup>th</sup>) day after the date the Board receives the Owner's request for a hearing and must notify the Owner of the date, time, and place of the hearing not later than the tenth (10<sup>th</sup>) day before the date of the hearing. The Board or the Owner may request a postponement, and, if requested, a postponement will be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Owner or the Property Owners Association may make an audio recording of the meeting.

The hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. Before any sanction hereunder becomes effective, proof of proper notice will be placed in the minutes of the meeting. Such proof will be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered the notice. The notice requirement will be satisfied if the alleged violator appears at the meeting. The minutes of the meeting will contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may, but will not be obligated to, suspend any proposed sanction if the violation is cured within a sixty (60)-day period. Such suspension will not constitute a waiver of the right to sanction violations of the same or other provisions and rules by any person.

*B.13.c. Appeal.* Following hearing before a committee, if any, the violator will have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the managing agent, if any, president, or secretary within thirty (30) days after the hearing date.



*B.13.d. Changes in Law.* The Board may change the enforcement procedures set out in this section to comply with changes in law.

### **C. Board Meetings**

*C.1. Meetings.* Except as permitted by law, all regular and special meetings of the Board must be open to the Owners. Except for a meeting held by electronic or telephonic means, a Board meeting must be held in a county in which all or part of the property in the subdivision is located or in a county adjacent to that county. A board meeting may be held by electronic or telephonic means, provided all Owners and Board Members have access to the communication at the meeting as required by law.

*C.2. Notice.* Owners and Board Members must be given notice of the date, hour, place, and general subject of a regular or special Board meeting, including a general description of any matter to be brought up for deliberation in executive session. Notice must be given as required by law.

*C.3. Waiver of Notice.* The actions of the Board at any meeting are valid if (a) a quorum is present and (b) either proper notice of the meeting was given to each director or a written waiver of notice is given by any director who did not receive proper notice of the meeting. Proper notice of a meeting will be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of proper notice.

*C.4. Quorum of Board.* At all meetings, a majority of the Board will constitute a quorum, and the votes of a majority of the directors present at a meeting at which a quorum is present constitutes the decision of the Board. If the Board cannot act because a quorum is not present, a majority of the directors who are present may adjourn the meeting to a date not less than fifteen (15) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business that may have been transacted at the meeting originally called may be transacted without further notice.

*C.5. Conduct of Meetings.* The president will preside at Board meetings. The secretary will keep minutes of the meetings and will record in a minute book the votes of the directors. The Board meeting will be conducted as required by law.

*C.6. Proxies.* Directors may vote by written proxy.

### **D. Officers**

*D.1. Officers.* The officers of the Property Owners Association are a president, vice president, secretary, and treasurer, to be elected from the Members. The Board may appoint other officers having the authority and duties prescribed by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary.

*D.2. Election, Term of Office, and Vacancies.* Officers will be elected annually by the Board at the first meeting of the Board following each annual meeting of the Voting Members.

A vacancy in any office may be filled by the Board for the unexpired portion of the term.

*D.3. Removal.* The Board may remove any officer whenever, in the Board's judgment, the interests of the Property Owners Association will be served thereby.

*D.4. Powers and Duties.* Officers have such powers and duties as are generally associated with their respective offices and as may be specifically conferred by the Board. The president is the chief executive officer of the Property Owners Association. The treasurer has primary responsibility for the preparation of the budget and financial reports and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

*D.5. Resignation.* Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Resignation takes effect on the date of the receipt of the notice or at any later time specified in the notice.

## **E. Committees**

The Board may establish committees by resolution and authorize the committees to perform the duties described in the resolution.

## **F. Miscellaneous**

*F.1. Fiscal Year.* The Board may establish the Property Owners Association's fiscal year by resolution. In the absence of a Board resolution determining otherwise, the Property Owners Association's fiscal year is a calendar year.

*F.2. Rules for Meeting.* The Board may adopt rules for the conduct of meetings of Members, Board, and committees.

*F.3. Conflict.* The Declaration controls over these Bylaws.

*F.4. Inspection of Books and Records*

*F.4.a. Inspection by Member.* After a written request to the Property Owners Association, a Member may examine and copy, in person or by agent, any Property Owners Association books and records relevant to that purpose. The Board may establish rules concerning the (i) written request; (ii) hours, days of the week, and place; and (iii) payment of costs related to a Member's inspection and copying of books and records.

*F.4.b. Inspection by Director.* A director has the right, at any reasonable time, and at the Property Owners Association's expense, to (i) examine and copy the Property Owners Association's books and records at the Property Owners Association's Principal Office and (ii) inspect the Property Owners Association's properties.

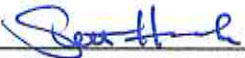
*F.5. Notices.* Any notice required or permitted by the Dedicatory Instruments must be



in writing. Notices regarding enforcement actions must be given as required or as permitted by law. All other notices may be given by regular mail. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to (a) a Member at the Member's last known address according to the Property Owners Association's records; and (b) the Property Owners Association, the Board, or a managing agent at the Property Owners Association's Principal Office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

*F.6. Amendment.* These Bylaws may be amended at any time by the vote of sixty-seven (67) percent of the Voting Members in the Property Owners Association. This provision will not be construed as limiting the Board's power to amend the enforcement procedures to comply with changes in law.

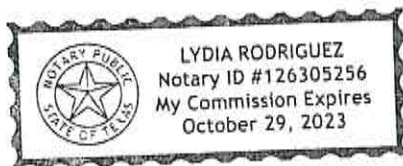
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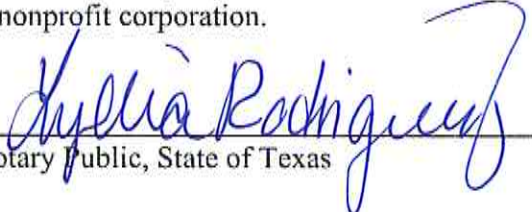
  
\_\_\_\_\_  
Scott Henneke, Managing Agent

STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on 2/7/22, 2022, by Scott Henneke, Managing Agent, of Moore Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



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



## **Records Production and Copying Policy**

Date: February 7, 2022

Subdivision: Moore Estates Subdivision

Property Owners Association: Moore Estates Property Owners Association, Inc., established by the certificate of formation filed with the Secretary of State of Texas on February 7, 2022, under file number 804436239.

Charges: Charges for examining and copying Property Owners Association information are set out in Exhibit "A".

Except for information deemed confidential by law or court order, the Property Owners Association will make its books and records open to and reasonably available for examination by an owner of property in the Subdivision or a person designated in a writing signed by the owner as the owner's agent, attorney, or certified public accountant, in accordance with Texas Property Code section 209.005. Owners are also entitled to obtain copies of information in the Property Owners Association's books and records on payment of the Charges for the copies. To the extent the Charges in this policy exceed the charges in section 70.3 of title 1 of the Texas Administrative Code, the amounts in section 70.3 of title 1 of the Texas Administrative Code govern.

Information not subject to inspection by owners includes but is not limited to-

1. any document that constitutes the work product of the Property Owners Association's attorney or that is privileged as an attorney-client communication;
2. files and records of the Property Owners Association's attorney relating to the Property Owners Association, excluding invoices requested by an owner under Texas Property Code section 209.008(d); and
3. except to the extent the information is provided in the meeting minutes or as authorized by Texas Property Code section 209.005(l), (a) information that identifies the dedicatory instrument violation history of an individual owner; (b) an owner's personal financial information, including records of payment or nonpayment of amounts due the Property Owners Association; (c) an owner's contact information, other than the owner's address; and (d) information related to an employee of the Property Owners Association, including personnel files.

If a document in the Property Owners Association's attorney's files and records relating to the Property Owners Association would be subject to a request by an owner to inspect or copy Property Owners Association documents, the document will be produced by using the copy from the attorney's files and records if the Property Owners Association has not maintained a separate

copy of the document.

### **Procedures for Inspecting Information or Obtaining Copies**

1. An owner or the owner's agent must submit a written request for access or information by certified mail, with sufficient detail describing the Property Owners Association's books and records requested, to the mailing address of the Property Owners Association or authorized representative as reflected on the most current management certificate filed with the county clerk of Frio County, Texas.

2. The request must include enough description and detail about the information requested to enable the Property Owners Association to accurately identify and locate the information requested. Owners must cooperate with the Property Owners Association's reasonable efforts to clarify the type or amount of information requested.

3. The request must contain an election either to inspect the books and records before obtaining copies or to have the Property Owners Association forward copies of the requested books and records and-

- a. if an inspection is requested, the Property Owners Association, on or before the tenth business day after the date the Property Owners Association receives the request, will send written notice of dates during normal business hours that the owner may inspect the requested books and records to the extent those books and records are in the possession, custody, or control of the Property Owners Association; or
- b. if copies of identified books and records are requested, the Property Owners Association will, to the extent those books and records are in the possession, custody, or control of the Property Owners Association, produce the requested books and records for the requesting party on or before the tenth business day after the date the Property Owners Association receives the request.

4. If the Property Owners Association is unable to produce the books or records requested that are in its possession or custody on or before the tenth business day after the date the Property Owners Association receives the request, the Property Owners Association must provide to the requestor written notice that-

- a. informs the owner that the Property Owners Association is unable to produce the information on or before the tenth business day after the date the Property Owners Association received the request; and
- b. states a date by which the information will be sent or made available for inspection to the requesting party that is not later than the fifteenth business day after the date notice under this subsection is given.



5. If an inspection is requested or required, the inspection will take place at a mutually agreeable time during normal business hours, and the owner will identify the books and records for the Property Owners Association to copy and forward to the owner.

6. The Property Owners Association may produce copies of the requested information in paper copy, electronic, or other format reasonably available to the Property Owners Association.

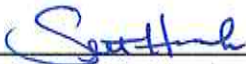
7. Before starting work on an owner's request, the Property Owners Association must provide the owner with a written, itemized statement of estimated Charges for examining and copying records related to the owner's request, using amounts prescribed in this policy when the estimated Charges exceed \$40. Owners may modify the request in response to the itemized statement.

8. Within ten business days of the date the Property Owners Association sent the estimate of Charges, the owner must respond in writing to the written estimate, or the request is considered automatically withdrawn. The response must state whether the owner (a) accepts the estimate per the request, (b) modifies the request, or (c) withdraws the request.

9. Owners are responsible for Charges related to the compilation, production, and reproduction of the requested information in the amounts stated in this policy. The Property Owners Association may require advance payment of the estimated Charges of compilation, production, and reproduction of the requested information.

10. If the estimated Charges are less or more than the actual Charges, the Property Owners Association must submit a final invoice to the owner on or before the thirtieth business day after the date the information is delivered. If the final invoice includes additional amounts due from the owner, the additional amounts, if not reimbursed to the Property Owners Association before the thirtieth business day after the date the invoice is sent to the owner, may be added to the owner's account as an assessment. If the estimated Charges exceeded the final invoice amount, the owner is entitled to a refund, and the refund will be issued to the owner not later than the thirtieth business day after the date the invoice is sent to the owner.

Moore Estates Property Owners Association,  
Inc., a Texas nonprofit corporation

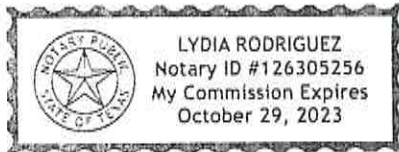
  
\_\_\_\_\_  
Scott Henneke, Managing Agent



STATE OF TEXAS )

COUNTY OF BEXAR )

This instrument was acknowledged before me on 2/7/22, 2022, by Scott Henneke, Managing Agent, of Moore Estates Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



Lydia Rodriguez  
Notary Public, State of Texas

## **Exhibit A**

### **Charges for Examining and Copying Property Owners**

#### **Association Information**

##### **A. Labor Charge for Computer Programming**

If a particular request requires the services of a computer programmer to execute an existing program or to create a new program so that requested information may be accessed and copied, the Property Owners Association will charge \$28.50 an hour for the programmer's time spent on the request.

##### **B. Labor Charge for Locating, Compiling, Manipulating, and Reproducing Data and Information**

1. The charge for labor costs incurred in processing an owner's request for Property Owners Association information is \$15.00 an hour. The labor charge will be calculated based on the actual time to locate, compile, manipulate, and reproduce the requested data and information.

2. A labor charge will not be billed in connection with complying with requests that are for fifty or fewer pages of paper records, unless the documents to be copied are located in (a) two or more separate buildings that are not physically connected with each other or (b) a remote storage facility.

3. A labor charge will not be billed for any time spent by an attorney, legal assistant, or any other person who reviews the requested information to determine whether it is confidential or privileged under Texas law.

4. When confidential or privileged information is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, black out, or otherwise obscure the confidential or privileged information in order to comply with the owner's request. The Property Owners Association will not charge for redacting confidential or privileged information for requests of fifty or fewer pages unless the request also qualifies for a labor charge under section 552.261(a)(1) or 552.261(a)(2) of the Texas Government Code.

##### **C. Overhead Charge**

1. Whenever any labor charge is applicable to a request, the Property Owners Association may include in the Charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Property Owners Association chooses to recover such costs, the overhead charge will be computed at 20 percent of the charge made to cover any labor costs associated with a particular request.

For example, if one hour of labor is used for a particular request, the formula would be as

follows:

- a. Labor charge for locating, compiling, and reproducing— $\$15.00 \times .20 = \$3.00$ .
- b. Labor charge for computer programming— $\$28.50 \times .20 = \$5.70$ .

If a request requires a charge for one hour of labor for locating, compiling, and reproducing information (\$15.00 per hour) and one hour of programming (\$28.50 per hour), the combined overhead would be  $\$15.00 + \$28.50 = \$43.50 \times .20 = \$8.70$ .

2. An overhead charge will not be made for requests for copies of fifty or fewer pages of standard paper records.

#### **D. Microfiche and Microfilm Charge**

If the Property Owners Association already has the requested information on microfiche or microfilm, the charge for a copy must not exceed the cost of reproducing the information on microfiche or microfilm or ten cents per page for standard size paper copies of the information on microfiche or microfilm, plus any applicable labor and overhead charge for more than fifty copies.

#### **E. Remote Document Retrieval Charge**

To the extent that the retrieval of documents stored on the Property Owners Association's property results in a charge to comply with a request, the Property Owners Association will charge the actual cost of the retrieval.

#### **F. Copy Charges**

1. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is ten cents per page or part of a page. Each side of a piece of paper on which information is recorded is counted as a single copy. A piece of paper that has information recorded on both sides is counted as two copies. Standard paper copy is a copy of Property Owners Association information that is a printed impression on one side of a piece of paper that measures up to eight and one-half by fourteen inches.

2. A "nonstandard" copy includes everything but a copy of a piece of paper measuring up to eight and one-half by fourteen inches. Microfiche, microfilm, diskettes, magnetic tapes, and CD-ROM are examples of nonstandard copies. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are-

- a. diskette—\$1.00;



- b. magnetic tape—actual cost;
- c. data cartridge—actual cost;
- d. tape cartridge—actual cost;
- e. rewritable CD (CD-RW)—\$1.00;
- f. nonrewritable CD (CD-R)—\$1.00;
- g. digital video disc (DVD)—\$3.00;
- h. JAZ drive—actual cost;
- i. other electronic media—actual cost;
- j. VHS video cassette—\$2.50;
- k. audio cassette—\$1.00;
- l. oversize paper copy (e.g., larger than eight and one-half by fourteen inches, greenbar, bluebar, not including maps and photographs using specialty paper)—\$0.50; and
- m. specialty paper (e.g., Mylar, blueprint, blueline, map, photographic)—actual cost.

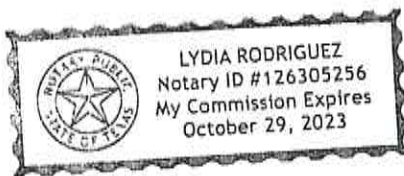
**Management Certificate (Texas Property Code Section 209.004)**

Name of Subdivision: Moore Estates Subdivision  
Subdivision Recording Data: The plat of the Subdivision recorded in Frio  
County Plat Records Cabinet 1, Slide 159A  
  
Declaration Recording Data: The Declaration recorded in County Clerk File  
No. \_\_\_\_\_ of the real property records  
of Frio County, Texas  
  
Name of Association: Moore Estates Property Owners Association,  
Mailing Address of Association: 141 Danube, Suite 102, San Antonio, 78213  
Texas  
  
Name of Person Managing Association Scott Henneke  
Mailing Address of Managing Association 141 Danube, Suite 102, San Antonio, 78213

By: Scott Henneke  
Scott Henneke, Managing Agent

STATE OF TEXAS )  
COUNTY OF BEXAR )

This instrument was acknowledged before me on February 7, 2022, by Scott Henneke, Declarant and Managing Agent of Moore Estates Property Owners Association, Inc., a nonprofit corporation, on behalf of said corporation.



Lydia Rodriguez  
Notary Public, State of Texas



## EXHIBIT

### Declaration of Restrictive Covenants of the Moore Estates Subdivision

**Date:** January 31, 2022

**Declarant:** HFG Land Development, LLC, a Texas limited liability company

**Declarant's Address:**

Henneke Financial Group, LLC  
141 Danube, Suite 102  
San Antonio, Texas 78213

**Property Owners Association:** Moore Estates Property Owners Association, Inc., a Texas nonprofit corporation

**Property Owners Association's Address:** 141 Danube, Suite 102, San Antonio, Texas 78213

**Property:** Subdivision recorded on plat recorded on December 9, 2021, in Cabinet 1, Slide 159A, of the Frio County Real Property/Plat Records and attached hereto as Exhibit A.

### Definitions

"ACC" means the Architectural Control Committee established in this Declaration.

"Assessment" means any amount due to the Property Owners Association by an Owner or levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board.

"Common Area" means all property within the Subdivision not designated as a Lot on the Plat and that has not been accepted for maintenance by the applicable governmental body. Declarant conveys the Common Area to the Property Owners Association.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant" means HFG Land Development, LLC, a Texas limited liability company, and any successor that acquires all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Dedictory Instruments" means this Declaration and the certificate of formation,

**Declaration of Restrictive Covenants  
of the  
Moore Estates Subdivision**

**Date:** January 31, 2022

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**Declarant's Address:**

Henneke Financial Group, LLC  
141 Danube, Suite 102  
San Antonio, Texas 78213

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Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Lot" means each tract of land designated as a lot on the Plat, excluding lots that are part of the Common Area.

"Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded on December 9, 2021, in Cabinet 1, Slide 159A, of the real property/plat records of Frio County, Texas, and any replat of or amendment to the Plat made in accordance with this Declaration.

"Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Short Term Renting" means granting the right to occupy and use a Residence or Structure in exchange for consideration for a period of time less than Five (5) days.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed.

## **Clauses and Covenants**

### **A. Imposition of Covenants**

1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.



2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

#### **B. Plat and Easements**

1. The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.

3. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.

4. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

#### **C. Use and Activities**

1. *Permitted Use.* A Lot may be used only for residential purposes with approved structures or activities that are not commercial in nature.

2. *Prohibited Activities.* Prohibited activities are -

- a. any activity that is otherwise prohibited by the Dedicatory Instruments; and,
- b. any illegal activity;

#### **D. Construction and Maintenance Standards**

1. Only a maximum of one (1) residential structure and/or mobile or manufactured home per Property Lot for those Lots located at the front of the Property adjacent to Texas F.M. Highway 462. A maximum of two (2) residential structures and/or mobile or manufactured homes are permitted on the other Property Lots that are not the Lots at the front of the Property. Manufactured home manufactured date must be no older than five (5) years at the time of placement on the Property.

2. No single-wide mobile home or single-wide manufactured home is permitted on the Property.

3. Skirting must be installed around a manufactured home within sixty (60) days after the manufactured home is placed on the Lot.



4. Each improvement for a residence must be at least fifty (50) feet from any internal or external Property boundary line.

5. Property owners with land along a private road, or easement for ingress and egress, may not construct a fence or gate, or encroach in any manner, the road or easement. All fencing must be along the easement boundary line.

6. All areas within fifty (50) feet of any Property line must be kept free of all trash, debris, equipment, structures, deer blinds, feeders, and parked or immobile vehicles.

7. The Property may not be further subdivided in any manner from the originally subdivided lots indicated on the subdivision plat recorded in Frio County, Texas, a copy of which is attached hereto as Exhibit "B".

8. Any Residence or Structure that is damaged must be repaired within ninety (90) days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within one hundred eight (180) days and the Lot restored to a clean and attractive condition.

#### **E. Property Owners Association**

1. *Establishment and Governance.* The Property Owners Association is established by filing its certificate of formation and is governed by the certificate, the Declaration, and the Bylaws. The Property Owners Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

2. *Rules.* The Board may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any rules.

3. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot. The Property Owners Association has two classes of voting Members:

a. *Class A.* Class A Members are all Owners, other than Declarant. Class A Members have one (1) vote per Lot. When more than one person is an Owner, each is a Class A Member, but only one (1) vote may be cast for a Lot.

b. *Class B.* The Class B Member is Declarant and has three (3) number of votes for each Lot owned specified in the Bylaws. The Class B Membership ceases and converts to Class A Membership on the earlier of -

i. when the Class A Members' votes exceed the total of Class B Member's votes; or,



- ii. when all Lots are sold by the Developer/Declarant.

## **F. ACC**

### **1. Establishment**

- a. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Dedicatory Instruments.
- b. *Members.* The ACC consists of at least three (3) persons appointed by the Board. The Board may remove or replace an ACC member at any time.
- c. *Term.* ACC members serve until replaced by the Board or they resign.
- d. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Dedicatory Instruments to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.
- e. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

## **G. Assessments**

1. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to improve and maintain the Common Areas.
2. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
3. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by Declarant and hereby assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
4. *Commencement.* A Lot becomes subject to Assessments on conveyance of the Lot by Declarant.
5. *Regular Assessments*



- a. *Rate.* Regular Assessments are levied annually by the Board to fund the anticipated operating and maintenance expenses of the Property Owners Association. Until changed by the Board, the Regular Assessment is \$125.00.
- b. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
- c. *Collections.* Regular Assessments will be collected yearly in advance, payable on the first day of January of each year or prorated for the remainder of the year of purchase.

6. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for the purpose of funding the cost of any construction, reconstruction, repair, or replacement of any capital improvement on the Common Area or for any other purpose benefitting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.

7. *Approval of Special Assessments.* Any Special Assessment must be approved by a majority of the Members vote at a meeting of the Members in accordance with the Bylaws.

8. *Fines.* The Board may levy a fine against an Owner for a violation of the Dedicatory Instruments as permitted by law.

9. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within sixty (60) days after it is due is delinquent.

#### **H. Remedial Rights**

1. *Late Charges and Interest.* A late charge of an amount to be determine is assessed for delinquent payments. The Board may change the late charge and any interest rate charged.

2. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Dedicatory Instruments.

3. *Judicial Enforcement.* The Property Owners Association may bring an action



against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Dedicatory Instruments.

4. *Remedy of Violations.* The Property Owners Association may levy a fine against an Owner for a violation of the Dedicatory Instruments.

5. *Suspension of Rights.* If an Owner violates the Dedicatory Instruments, the Property Owners Association may suspend the Owner's rights under the Dedicatory Instruments in accordance with law.

6. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

## **I. Common Area**

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, if any, subject to the right of the Property Owners Association to -

- a. charge reasonable admission and other fees for the use of recreational facilities situated on the Common Area, and if an Owner does not pay these fees, the Owner may not use the recreational facilities;
- b. suspend an Owner's rights to use a Common Area under the Dedicatory Instruments;
- c. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
- d. dedicate or convey any of the Common Area for public purposes, on approval by a vote of majority of the Members of the Members at a meeting in accordance with the Bylaws.

2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Dedicatory Instruments.

3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

## **J. General Provisions**

1. *Term.* This Declaration runs with the land and is binding in perpetuity.



2. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Dedicatory Instruments is not a waiver.

3. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.

4. *Amendment.* This Declaration may be amended at any time by vote of 67 percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

5. *Conflict.* This Declaration controls over the other Dedicatory Instruments.

6. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration.

7. *Notices.* All notices must be in writing and must be given as required or permitted by the Dedicatory Instruments or by law. Notice by mail is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed (a) to a Member, at the Member's last known address according to the Property Owners Association's records, and (b) to the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Dedicatory Instruments, actual notice, however delivered, is sufficient.

8. *Annexation of Additional Property.* On written approval of the Board and not less than sixty-seven percent (67%) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

All assessments by the Property Owners Association to be paid by the Owners as Members in the Association, are subordinate to all valid recorded liens that are legal according to the Texas Constitution and statutes concerning attachment to residential property, and use the property as monetary security. The assessments will be used to enforce these restrictions and to provide maintenance on the Property.

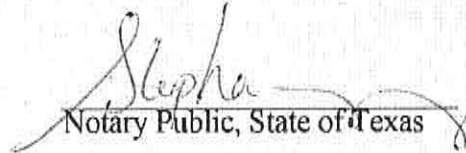
HFG Land Development, LLC, a Texas limited liability company

  
\_\_\_\_\_  
Scott Henneke, Manager

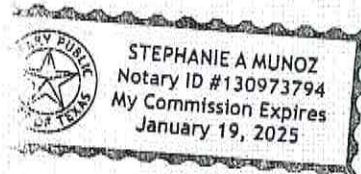
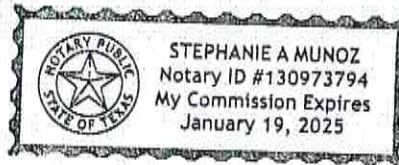
STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on 2/7, 2022, by Scott Henneke, as Manager of HFG Land Development, LLC, a Texas limited liability company.

  
Notary Public, State of Texas

After recording, please return to:  
HFG Land Development, LLC  
141 Danube, Suite 102  
San Antonio, Texas 78213







FILED FOR RECORD  
AARON T. IBARRA - COUNTY CLERK

FRIO COUNTY, TEXAS

**INST NO: 0162926**

FILED ON: FEBRUARY 25, 2022 AT 10:41am

THIS INSTRUMENT CONTAINED 35 PAGES AT FILING



THE STATE OF TEXAS COUNTY OF FRIO  
I hereby certify that this instrument was filed on the date and  
time stamped hereon and recorded in the volume and page  
of named record of Frio County, and stamped hereon by me.  
DATE: FEBRUARY 25, 2022  
AARON T. IBARRA, COUNTY CLERK

A handwritten signature in black ink, appearing to be "A. Ibarra", is written over a solid horizontal line.

Volume 324 on page 487-521

OPR RECORDS

VOL

0324

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