

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS §
COUNTY OF KENDALL §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, being by me duly sworn according to law, stated the following under oath:

“My name is Sarah B. Gerdes. I am over twenty-one (21) years of age and fully competent to make this affidavit. I have personal knowledge of all facts stated herein, and they are all true and correct.

I am the attorney for Esperanza Community Association, Inc., a Texas non-profit corporation (the “Association”), and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

The Association is a “property owners’ association” as defined in Section 202.001(2) of the Texas Property Code.

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

- 1.) **Amended and Restated Bylaws of Esperanza Community Association, Inc. Said Amended and Restated Bylaws were approved and adopted by the Declarant on May 9, 2024. The Amended and Restated Bylaws replace and supersede all prior versions of Bylaws recorded for each Section of land in Esperanza (specifically those recorded with the Declarations for each Section referenced below). The Amended and Restated Bylaws, as further amended or supplemented, shall be the only Bylaws which govern the Association.**
- 2.) **Esperanza Community Association, Inc. Resolution of Declarant adopting Landscape Design Standards and Guidelines, attached thereto, which shall apply to all Lots in the Esperanza Subdivision.**
- 3.) **Amended and Restated Rules and Regulations of the Esperanza Community Association, Inc.**
- 4.) **Esperanza Community Association, Inc. Collection Policy for Delinquent Accounts.**

The documents attached hereto are subject to being supplemented, amended or changed by the Association.

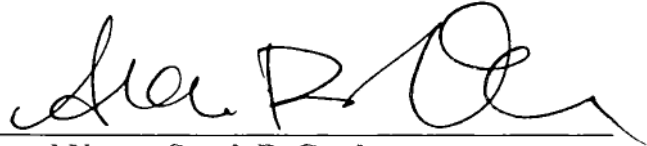
Dedicatory instruments of the Association that have already been filed in the Condominium and/or Official Public Records of Kendall County are as follows:

- 1.) Declaration of Covenants, Conditions, and Restrictions for Regency at Esperanza - Condessa (a part of Esperanza Phase 2G) September 2023, filed as Document No. 383631 on September 26, 2023, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Condessa 2G").

- 2.) Declaration of Covenants, Conditions, and Restrictions for Village of Quintana (a part of Esperanza Phase 2G) September 2023, filed as Document No. 383637 on September 26, 2023, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Quintana").
- 3.) Declaration of Covenants, Conditions, and Restrictions for Regency at Esperanza - Condessa (a part of Esperanza Phase 2F) April 2022, filed as Document No. 369129 on April 14, 2022, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Condessa 2F").
- 4.) Declaration of Covenants, Conditions, and Restrictions for Village of Bravada (a part of Esperanza Phase 2F) Amended and Restated March 2022, filed as Document No. 367926 on March 14, 2022, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Bravada").
- 5.) Declaration of Covenants, Conditions, and Restrictions for Esperanza, Phase 2A, Phase 2B, Phase 2D and Phase 2E Amended and Restated September 2020, filed as Document No. 00346496 Vol. 1793 Pg. 380 on September 18, 2020, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration El Prado").
- 6.) Declaration of Covenants, Conditions, and Restrictions for Esperanza, Phase 2C April 2020, filed as Document No. 00341682 Vol. 1759 Pg. 741 on May 11, 2020, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Soledad").
- 7.) Declaration of Covenants, Conditions, and Restrictions for Esperanza, Phase 1C April 2020, filed as Document No. 00341689 Vol. 1759 Pg. 893 on May 11, 2020, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Lomita").
- 8.) Declaration of Covenants, Conditions, and Restrictions for the Esperanza 1.787 Acre Tract Amended and Restated August 2019, filed as Document No. 00334009 Vol. 1710 Pg. 863 on August 27, 2019, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Hagee Tract").
- 9.) Declaration of Covenants, Conditions, and Restrictions for Esperanza, Phase 1 and Phase 1B Amended and Restated August 2019, filed as Document No. 00333439 Vol. 1707 Pg. 148 on August 7, 2019, in the Official Records of Kendall County, Texas (together with all amendments and supplemental documents amendments thereto, the "Declaration Bella Vista/Loma Linda/Ladera/Las Brisas/Encinal").
- 10.) Amendment to Declaration Condessa 2G, Declaration Quintana, Declaration Condessa 2F, Declaration Bravada, Declaration El Prado, Declaration Soledad, Declaration Lomita, Declaration Hagee Tract and Declaration Bella Vista/Loma Linda/Ladera/Las Brisas/Encinal filed as Document No. 2024-386736 on February 14, 2024, in the Official Records of Kendall County, Texas.
- 11.) Esperanza Community Association, Inc. Resolution of Directors Regarding Assessments filed as Document No. 2024-387011 on February 27, 2024, in the Official Records of Kendall County, Texas.
- 12.) Esperanza Community Association, Inc. Resolution of Declarant adopting "The Club at Esperanza and Esperanza Common Areas – Facility User Rules and Guidelines" filed as Document No. 2024-388559 on April 29, 2024, in the Official Records of Kendall County, Texas.

13.) Declaration of Covenants, Conditions, and Restrictions for Village of Glorieta (a part of Esperanza Phase 3A), filed as Document No. 2024-389145 on May 20, 2024, in the Official Records of Kendall County, Texas.

SIGNED on this the 21st day of May 2024.



Printed Name: Sarah B. Gerdes

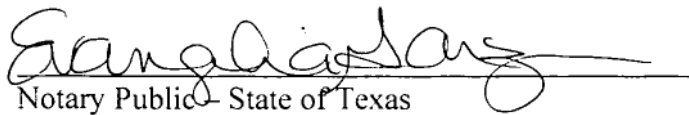
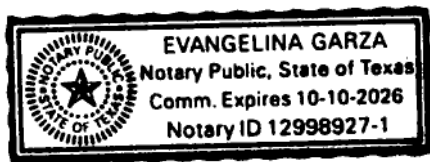
Attorney/ Agent for Esperanza Community Association, Inc.

VERIFICATION

THE STATE OF TEXAS §
COUNTY OF FT BEND §

BEFORE ME, the undersigned authority, on this day personally appeared Sarah B. Gerdes, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 21st day of May 2024.



Notary Public - State of Texas

RECORDED BY:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

ESPERANZA COMMUNITY ASSOCIATION, INC.
COLLECTION POLICY FOR DELINQUENT ACCOUNTS

A. INTRODUCTION.

The Board of Directors ("Board") of Esperanza Community Association, Inc. ("Association") is charged with the responsibility of collecting assessments for common and neighborhood expenses from Owners of lots located within the community as provided for in the Declarations of Covenants, Conditions, and Restrictions pertaining to all Sections of Esperanza, as has been or may be amended and supplemented from time to time (the "Declaration"), and as further provided in the By-Laws for the Association. In an effort to assist the Board in the collection of the assessments and to provide clear guidelines to Owners, the Board has developed the following procedures for the billing and collection of the assessments.

B. BILLING AND COLLECTION PROCEDURES.

1. **Initial Invoice and Record Address.** On or before December 1 of each year, the Board shall cause to be mailed to each Owner of a lot in the community for which payment of the annual assessment is due, an assessment invoice or statement ("Initial Invoice") setting forth the annual assessment amount. The Initial Invoice shall be sent to the Owner by regular U.S. First-Class Mail. The Initial Invoice and any other correspondence, documents, or notices pertaining to the applicable lot shall be sent to the address which appears in the records of the Association for the Owner, or to such other address as may be designated by the Owner in writing to the Association. Each Owner shall have the obligation to notify the Association in writing of any change in address which shall become effective five (5) days after the written notice has been received. The fact that the Association or its management company may have received a personal check from an Owner reflecting an address for the Owner which is different from the Owner's address as shown on the records of the Association, is not sufficient notice of a change of address for the Association to change its records regarding such Owner's address.
2. **Assessment Due Date.** All annual assessments shall be due and payable in advance on or before January 1. It is the responsibility of the Owner to ensure and verify that payments are received by the Association on or before such date. Charges disputed by an Owner are considered delinquent until such time as they are paid in full. The Association will not be responsible for delay by mail or any other form of delivery, including the failure to receive payment. Non-receipt of an invoice shall in no way relieve the Owner of the obligation to pay the amount due by January 1.
3. **Delinquent Balances.** If payment of the total assessment and any other charges which may be due is not received by the Association on or before January 31, the account shall be delinquent.

- a. Interest. If an Owner defaults in paying the entire sum owing against the Owner's property on or before January 31, the Owner shall be charged interest at the lesser of the rate of 18% per annum or the maximum legal rate of interest then prevailing, computed from January 1, regardless of whether any demand letter has been sent to the Owner.
- b. Handling Fee. All delinquent assessment accounts will be subject to a monthly handling fee of \$5.00-\$20.00.

Further, Owners who remain delinquent after January 31 shall be subject to the collection procedures listed below, which may be modified on a case-by-case basis by the Board as circumstances warrant.

C. DEMANDS FOR PAYMENT.

1. Initial Delinquency Notice. If payment of the total assessment and any other charges which may be due is not received by the Association on or before February 1st, the Association will send an Initial Delinquency Notice. The Initial Delinquency Notice may be sent by first-class mail or email. The Initial Delinquency Notice will provide the Owner with thirty (30) days to pay the balance due. This notice may, but is not required to, offer the Owner payment arrangements.
2. Final Notice. Upon the expiration of the Initial Delinquency Notice, the Association will send a Final Assessment Demand and Invoice ("Final Notice") to the Owner by certified mail, return receipt requested, and by regular U. S. First Class Mail. The Final Notice will:
 - a. Specify each delinquent amount owed and the total amount of the payment required to make the account current;
 - b. Describe the options the Owner has to avoid having the account turned over to an attorney, including information regarding availability of a payment plan through the Association; and
 - c. Advise the Owner that if the account is not paid or a payment plan established within 45 days of issuance of the Final Notice, the Association intends to turn the account over to an attorney, and the Owner will thereafter be responsible for the attorneys' fees and costs incurred, and such fees and costs will be charged to the assessment account.
3. Suspension. If the Association intends to suspend the Owner's right to use the common areas during any period for which an assessment, charge, or fee, is delinquent or suspend services provided by the Association to the Owner or the Owner's lot, the Owner will be notified of the right to request a hearing before the Board prior to suspension in the Final Notice.
4. Notice of Lien. To further evidence the Association's lien securing unpaid assessments, the Association may, but is not required to, prepare a document entitled Lien Affidavit and Notice of Delinquent Assessments setting forth the amount of the delinquent assessment(s), the name of the Owner of the property and a description of the property (the "Notice of

Lien"). The Notice of Lien may be filed in the real property records of Kendall County, Texas, and will constitute further evidence of the lien against an Owner's property.

5. **Remedies for Non-Payment.** If the delinquent balance is not paid in full or a payment plan established within 45 days of issuance of the Final Notice, the Association may suspend the Owner's right to use the common area during any period for which an assessment or charge is delinquent, as well as suspending any services provided by the Association to the Owner or the Owner's lot. Further, the Association will forward the delinquent account to its attorney for further handling. An attorney referral fee of \$25.00 will be charged to the assessment account when the account is turned over to the attorney for pursuit. It is contemplated that the attorney will send one (1) or more demand letters to the delinquent Owner as deemed appropriate. If the Owner does not satisfy the assessment delinquency pursuant to the attorney's demand letter(s), the attorney shall contact the Board, or its designated representative, for approval to proceed with the Association's legal remedies. Upon receiving approval from the Board, or its designated representative, it is contemplated that the attorney will pursue any and all of the Association's legal remedies to obtain payment of the delinquent balance, including judicial or non-judicial foreclosure of the Association's lien.

D. ENFORCEMENT COSTS.

All costs incurred by the Association as a result of an Owner's failure to pay assessments and other charges when due (including any attorneys fees and costs incurred) will be charged against the Owner's assessment account and shall be collectible in the same manner as a delinquent assessment.

E. PAYMENT AGREEMENTS FOR DELINQUENT ACCOUNTS.

The Association shall make payment agreements for delinquent accounts available to an Owner upon the terms and conditions set forth herein. The Association may require that the request for a payment agreement be in writing. All payment agreements are subject to the following conditions:

1. All payment agreements must be in writing and signed by the Owner.
2. The minimum term for a payment agreement offered by the Association shall be three (3) months and the minimum down payment shall be \$250.00. Subject to such minimum terms, the Board shall determine the appropriate term of the payment agreement in its sole discretion.
3. As long as the Owner is not in default under the terms of the payment agreement, the Owner shall not accrue additional monetary expenses. However, the Owner shall be responsible for all interest which accrues during the term thereof, as well as being responsible for the costs of administering the payment agreement.
4. If the Owner defaults under the payment agreement, the account may immediately be moved over to the attorney without any further notice to the Owner.
5. The Association shall not be required to enter into a payment agreement with an Owner who failed to honor the terms of a previous payment agreement during the two (2) years following the Owner's default under the previous payment agreement.

6. The Association is not required to offer a payment agreement for any amount that extends more than eighteen (18) months from the date of the Owner's request for a payment agreement.
7. The Association is not required to make a payment agreement available to an Owner after the period for cure described in Section C(2)(b) expires.
8. The Association is not required to allow an Owner to enter into a payment agreement more than once in any twelve (12) month period.

F. PAYMENTS AND APPLICATION OF FUNDS.

1. **Partial Payments.** Partial payments will not prevent the accrual of interest on the unpaid portion of the assessment. Unless an Owner is making a timely payment under a payment agreement as provided for herein, an Owner will still be considered delinquent upon making a partial payment. The Association is not obligated to accept any partial payment that is late or does not cover the entire balance owed, including assessments, late fees, interest, and attorneys fees.
2. **Owner Not in Default Under Payment Agreement.** If at the time the Association receives a payment from an Owner, the Owner is not in default under a payment agreement with the Association, the Association shall apply the payment in the following order of priority: any delinquent assessment, any current assessment, any attorneys' fees or third-party collection costs incurred by the Association associated solely with assessments or any other-charge which could provide the basis for foreclosure, any attorneys' fees incurred by the Association other than those described in the immediately foregoing category, any fines assessed by the Association (if applicable), and then to any other amount owed to the Association.
3. **Owner in Default Under Payment Agreement.** If at the time the Association receives a payment from an Owner, the Owner is in default under a payment agreement with the Association, the Association may return the payment or deposit the payment. If the payment is deposited, the Association shall apply the payment in the following order of priority: interest, attorneys' fees, and other costs of collection, and then to assessment reduction and fines (if applicable), satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority, or in such other manner or fashion or order as the Association shall determine, in its sole discretion, provided however, in exercising its authority to change the order of priority in applying a payment, a fine assessed by the Association (if applicable) may not be given priority over any other amount owed to the Association.

G. BANKRUPTCY.

In the event a delinquent Owner files bankruptcy, the Association reserves the right to file a proof of claim, pursue a motion to lift the automatic stay, or take any other action it deems appropriate to protect its interest in the pending bankruptcy action, including modifying any procedures hereunder as necessary or advisable. To the full extent permitted by the United States Bankruptcy

Code, the Association shall be entitled to recover any and all attorneys' fees and costs incurred in protecting its interests, and such fees and costs shall be charged to the Owner's assessment account.

H. RETURNED CHECKS.

At the election the of the Association, an Owner will be charged a reasonable fee for any check returned by the bank, which fee will be charged to the Owner's assessment account. A notice of the returned check and the fee may be sent to the Owner by the Association's management company or attorney. If two or more of an Owner's checks are returned unpaid by the bank within any one (1) year period, the Board may require that all of the Owner's future payments for a period of two (2) years be made by cashier's check or money order.

I. OWNER'S AGENT OR REPRESENTATIVE.

If the Owner expressly or impliedly indicates to the Association that the Owner's interest in the property is being handled by an agent or representative, any notice from the Association to such agent or representative pursuant to this Collection Policy shall be deemed to be full and effective notice to the Owner for all purposes.

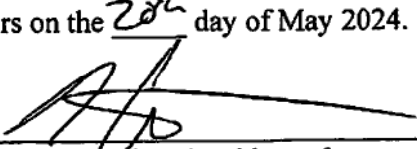
J. REQUIRED ACTION.

Nothing contained herein, not otherwise required by the Declaration or by law, shall require the Association to take any of the specific actions contained herein. The Board of the Association shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as in its best judgment deems reasonable.

CERTIFICATION

I, the undersigned, being the President of the Esperanza Community Association, Inc., hereby certify that the foregoing Collection Policy for Delinquent Accounts was adopted by at least a majority of the Cinco Residential Property Association, Inc's Board of Directors.

Approved and adopted by the Board of Directors on the 20th day of May 2024.

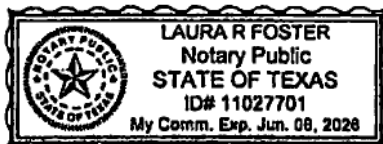


Michael D. Siefert, President of
Esperanza Community Association, Inc.,

STATE OF TEXAS §
 §
COUNTY OF Williamson§

Before me, the undersigned authority, on this day personally appeared Michael D. Siefert President of Esperanza Community Association, Inc., a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that s/he had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 20th day of May 2024.





Notary Public, State of Texas

RECORDED BY:

BSG | SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TX 77479

**Kendall County
Denise Maxwell
Kendall County
Clerk**

Instrument Number: 389175

eRecording - Real Property

AFFIDAVIT

Recorded On: May 21, 2024 03:52 PM

Number of Pages: 100

" Examined and Charged as Follows: "

Total Recording: \$417.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 389175

Receipt Number: 20240521000034

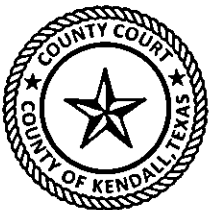
Recorded Date/Time: May 21, 2024 03:52 PM

User: Paula P

Station: cclerk06

Record and Return To:

Corporation Service Company



**STATE OF TEXAS
COUNTY OF**

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Kendall County, Texas.**

Denise Maxwell
Kendall County Clerk
Kendall County, TX

Denise Maxwell