

**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.

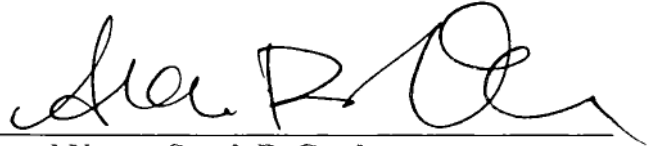
Dedicatory instruments of the Association that have already been filed in the Condominium and/or Official Public Records of Kendall County are as follows:

- 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

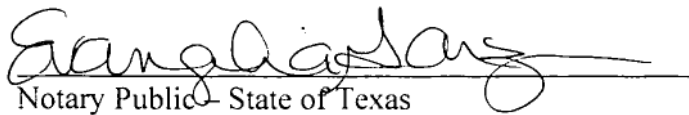
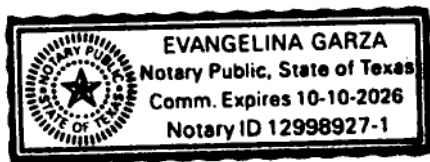
Attorney/ Agent for Esperanza Community Association, Inc.

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

STATE OF TEXAS §

COUNTY OF KENDALL §

**AMENDED AND RESTATED RULES AND REGULATIONS OF
THE ESPERANZA COMMUNITY ASSOCIATION, INC.**

May 2024

That certain Facility User Rules and Guidelines of Esperanza Community Association, Inc. recorded on April 29, 2024, as Document No. 2024-388559 in the Official Public Records of Kendall County, Texas, and amendments thereto, are not affected by this filing and remains in full force and effect.

WHEREAS the Declaration¹ provides that Owners of lots subject to the Declaration are automatically made members of Esperanza Community Association, Inc. (the “**Association**”);

WHEREAS the Association is in the Declarant Control Period as defined in the Declaration and the Declarant, pursuant to the Declaration and Bylaws of the Association may adopt and amend rules from time to time; and

WHEREAS, the Association previously adopted the following Rules and Regulations which shall all be superseded and replaced by these “Amended and Restated Rules and Regulations of the Esperanza Community Association, Inc.” which shall apply to all sections of Esperanza.

Rules and Regulations which are replaced by these “Amended and Restated Rules and Regulations of the Esperanza Community Association, Inc.” are described in the attached Exhibit “A.” Reference is further made to the Facility User Rules and Guidelines of Esperanza Community Association, Inc. filed as Document No. 2024-388559 in the Official Records of Kendall County, Texas; (together with all amendments and supplemental documents thereto, the “**Facilities User Rules and Guidelines**”). The Facility User Rules and Guidelines are not affected by this filing and remain in full force and effect.

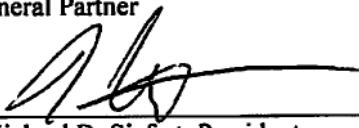
NOW THEREFORE, the rules attached hereto (the “**Rules**”), have been, and by these presents are, ADOPTED and APPROVED.

These Rules are applicable against all Sections of Lots in Esperanza including, but not limited to the following: Regency at Esperanza - Condessa (a part of Esperanza Phase 2G), Village of Quintana (a part of Esperanza Phase 2G), Regency at Esperanza - Condessa (a part of Esperanza Phase 2F), Village of Bravada (a part of Esperanza Phase 2F), Esperanza, Phase 2A, Phase 2B, Phase 2D and Phase 2E - El Prado, Esperanza, Phase 2C – Soledad, Esperanza, Phase 1C – Lomita, Esperanza - Hagee Tract, Esperanza, Phase 1, Phase 1B - Bella Vista/Loma Linda/Ladera/Las Brisas/Encinal, and Village of Glorieta – Phase 3A.

¹ The “Declaration” refers to all Declarations, Supplements, Annexations and Amendments thereto listed in the most recent Management Certificate for Esperanza Community Association, Inc.

As additional sections of Esperanza are created, said sections will also be subject to these Rules, as amended.

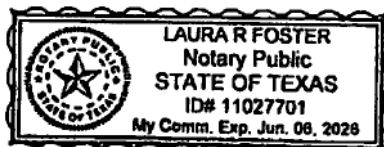
LOOKOUT DEVELOPMENT GROUP, L.P.
A TEXAS LIMITED PARTNERSHIP
By: The Lookout Group, Inc.
Its General Partner

By: 
Michael D. Siefert, President

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 20th day of May 2024, by Michael D. Siefert, President of the Lookout Group, Inc., the general partner for Lookout Development Group, L.P.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My commission expires: 6-6-26

Printed Name: Laura Foster

RULES

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SECTION I. FLAGS

1. **General.** An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flagpole, or one residence-mounted flag mount, but not both. The Declaration may impose alternate criteria for model homes, Declarant-owned lots, or other similar lots.
2. **Prior Approval Required.** All flagpoles, flag mounts and related installations (e.g., flag lighting) must be approved in advance by the Association's ACC. An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance of flag poles or flag mount(s), lighting and related installations. The Association's ACC shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.
3. **Additional Requirements Related to Flags.**
 - a. Only the U.S. flag, Texas flag, and flags of any branch of the United States armed forces are permitted. All other flags are prohibited (or require ACC approval)
 - b. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - c. No more than one flag at a time may be displayed on a flag mount.
 - d. No more than two flags at time may be displayed on a flagpole.
 - e. Flags on flagpoles must be hoisted, flown, and lowered in a respectful manner.
 - f. Flags must never be flown upside down and must never touch the ground.
 - g. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - h. If more than one (1) flag is displayed on a flagpole, they must both be of approximately equal size.
 - i. If the U.S. flag and a second flag are flown on one pole, the U.S. flag must be the highest flag flown and the second flag must be located below.
 - j. Only all-weather flags may be displayed during inclement weather.
 - k. Flags must be no larger than 3'x5' in size.
 - l. Flags may not contain commercial material, advertising, or any symbol or language that may be offensive to the ordinary person.
 - m. A pennant, banner, plaque, sign, or other item that contains a rendition of a flag does not qualify as a flag under this Section.
4. **Materials and Appearance of Flag Mounts and Flagpoles.** A flag mount attached to a dwelling and a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ACC) used in the construction of the mount and harmonious with the dwelling.
5. **Additional Requirements for Flagpoles.** The following additional requirements shall apply to flagpoles installed on Lots:
 - a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and must comply with all setback requirements;
 - e. Unless otherwise approved by the ACC, the location of the pole must be within 10 feet of one of the side-most building lines of the home, and within 10 feet of the front most building line of the home. The ACC may require the pole to be installed on a particular side or otherwise require a particular location; and
 - f. No trees may be removed for pole installation.

- g. An Owner must ensure that external halyards (hoisting rope) used in combination with a flagpole do not create an unreasonable amount of noise.
- 6. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the ACC. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spotlights may not be oriented toward a displayed flag).
- 7. Maintenance. An Owner is responsible for ensuring that a displayed flag, flag mount(s), lighting and related installations are maintained in good and attractive condition at all times at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.
- 8. The Association may remove, if necessary, any flag which is not displayed in a good and attractive condition and any flagpole that is deteriorated or in an unsafe condition.

SECTION II. SOLAR ENERGY DEVICES

- 1. Conflict with Other Provisions; Applicability. Per state law, this Section controls over any provision in any other Association governing document to the contrary. The language of this Section II is applicable only after the Declarant Control Period has terminated. During the period of Declarant Control, the ACC may allow or deny solar installation requests in its sole discretion.
- 2. Prior Approval Required. An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein. Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACC. The plans must provide an as-built rendering, detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
- 3. Definition. In this section, "solar energy device" means a system 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. All solar devices not meeting this definition are prohibited.
- 4. Prohibited Devices. Owners may not install solar energy devices that:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the ACC; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the ACC may require removal of any device in violation of this or any other requirement.*

5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
 - a. extend no higher than or beyond the roofline;
 - b. be located only on the back of the home – the side of the roof opposite the street. The ACC may grant a variance in accordance with state law if the alternate location is substantially more efficient²;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline; and
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Additional provisions regarding shingles. Except as otherwise authorized in writing by the ACC or Board, provided that the proposed shingles otherwise comply with any other applicable requirements of the dedicatory instruments, the ACC will not deny an application for shingles if the shingles are:
 - a. Designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision;
 - iii. match the aesthetics of the property surrounding the Owner's property.

SECTION III. RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

1. Pre-Approval Required. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the ACC, and only in accordance with the restrictions described in this Section.
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, or any part thereof, in the following locations:
 - a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ACC.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a Common Area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

² If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the ACC of all energy production calculations. All calculations must be performed by an industry professional.

4. **Color and Other Appearance Restrictions.** Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
 - a. are of a color other than a color consistent with the color scheme of the Owner's home;
 - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. **Additional Restrictions if Installed in a Side Yard or Improvements are Visible.** If any part of the improvement is installed in a side yard, or will be visible from the street, another lot, or Common Area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

SECTION IV. RELIGIOUS DISPLAYS AND HOLIDAY DECORATIONS

1. **General.** State statute allows Owners or residents to display certain religious items on the Owner's lot, and further allows the Association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an Owner's entry area. Notwithstanding any other language in the governing documents, to the contrary, Owners or residents may display on their property or dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Allowed religious displays are limited to displays motivated by the Owner or resident's sincere religious belief.
2. **Prohibited Items.** No religious item(s) displayed may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be installed on property:
 - i. owned or maintained by the Association; or
 - ii. owned in common by members of the Association;
 - e. violate any building line, right-of-way, setback of easement; or be attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
3. **Remedies for Violation of this Section.** Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.
4. **Seasonal Religious Holiday Decorations.** This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents but are not subject to this Section.
5. **Holiday Lights.** Subject to ACC approval, Owners may install permanent holiday lights along the exterior of their residence. The lights may only be colored during the holiday and for a brief period thereafter. The Board may impose time limits and other restrictions on the display of such lights. During non-holiday periods, the lights shall be white or warm-white, as approved by the ACC.
6. **Other displays.** Holiday displays are governed by other applicable governing document provisions.

SECTION V. RECORD PRODUCTION

1. **Conflict with Other Provisions.** Per state law, this Section controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
2. **Request for Records.** The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
3. **Timeline for record production.**
 - a. **If inspection requested.** If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. **If copies requested.** If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. **Extension of timeline.** If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
4. **Format.** The Association may produce documents in hard copy, electronic, or other format of its choosing.
5. **Charges.** Per state law, the Association may charge for time spent compiling and producing all records and may charge for copy costs if copies are requested. Those charges will be the maximum amount then allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of 2024, a summary of the maximum permitted charges for common items are:
 - a. Paper copies - 10¢ per page
 - b.
 - c. Labor charge for requests of more than 50 pages - \$15 per hour
 - d. Overhead charge for requests of more than 50 pages - 20% of the labor charge
 - e. Labor and overhead may be charged for requests for fewer than 50 pages if the records are kept in a remote location and must be retrieved from it
6. **Private Information Exempted from Production.** Per state law, the Association has **no obligation** to provide information of the following types:
 - a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the Owner's address
 - d. Information relating to an Association employee, including personnel files
7. **Existing Records Only.** The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

SECTION VI. RECORD RETENTION

1. **Conflict with Other Provisions.** Per state law, this Section relating to record retention controls over any provision in any other Association governing document to the contrary to the extent of any conflict.
2. **Record Retention.** The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation, Bylaws, Declaration, Rules, and all amendments; permanently
3. **Other Records.** Records not listed above may be maintained or discarded in the Association's sole discretion.

SECTION VII. TRANSFER FEES

1. **Transfer Fees.** In addition to fees for issuance of a resale certificate and any updates or re-issuance of the resale certificate, transfer fees are due upon the sale of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent. It is the Owner/seller's responsibility to determine the then-current fees. Transfer fees not paid at or before closing are the responsibility of the purchasing Owner and will be assessed to the Owner's account accordingly. The Association may require payment in advance for the issuance of any resale certificate or other transfer-related documentation.

If a resale certificate is not requested and a transfer occurs, all fees associated with Association record updates related to the transfer will be the responsibility of the new Owner and may be assessed to the unit's account at the time the transfer becomes known. These fees will be set according to the then-current fee schedule of the Association or its managing agent and may be equivalent to the resale certificate fee or in any other amount.

2. All transfer fees shall be collectible in the same manner as assessments, including lien and other assessment collection rights, to the maximum extent allowed by law. Fees may include working capital or reserve funding fees, resale certificate fees, resale certificate update fees, rush fees, and other such fees.

SECTION VIII. EMAIL ADDRESSES

1. **Email Addresses.** An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list service or other such email subscription service in order to receive Association emails.
2. **Updating Email Addresses.** An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole

purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change the Owner's email in the records of the Association.

SECTION IX. ENFORCEMENT

Summary of Deed Restriction Enforcement Policy

1. Send Courtesy Warning Letter (curable violations only)
2. Send 209 Violation Notice (in accordance with Texas Property Code Ch. 209)
3. Levy fines and/or damage assessments as appropriate
4. Subsequent Violation Notices (optional)

The Board may vary from this policy on a case-by-case basis so long in the enforcement process meets state law requirements. Variances may include sending no Courtesy Warning Letter, sending more than one, and/or setting fines at levels other than as indicated on the Standard Fine Schedule.

Deed Restriction Enforcement

1. **Types of Violations and Acts Covered.** The Board has adopted this policy to address situations where an Owner has committed a violation of the Dedicatory Instruments³ - known as deed restriction violations - other than by failing to pay assessments or other sums due to the Association. Delinquency violations are handled by an alternate process.
2. **Violation Notices.**
 - i. **Courtesy Warning Letter (curable violations only).** Upon becoming aware of a deed restriction violation that is curable (*see* Section 3(i) below) and at the sole option of the Board or management professional, the Association may send a Courtesy Warning Letter requesting that the Owner cure that violation by a date certain to avoid fines or other enforcement action.
 - ii. **209 Violation Notice.** If a violation is not cured in response to any Courtesy Warning Letter or if a Courtesy Warning Letter is not sent, the Board, in addition to all other available remedies, may:
 - A. Levy a fine;
 - B. Suspend the Owner's right to use common area; and/or
 - C. Charge the Owner for damage to common area.

Any such action shall be initiated by sending a 209 Violation Notice to the Owner. The 209 Violation Notice shall:

- A. Be in writing and sent verified mail to the most current Owner address shown on the Association's records;
- B. Describe the violation or property damage at issue;
- C. State any amount due by the Owner;
- D. If the violation is curable and does not pose a threat to public health or safety, state a reasonable, specific date by which the Owner may cure the violation and avoid a fine;
- E. Inform the Owner that he has a right to request a Board hearing to discuss the enforcement action on or before the 30th day after the notice was mailed to the Owner (*see* Section 6 below);

³ This includes instances where the owner is responsible for acts of his or her family members, guests, tenants, or invitees.

- F. Inform the Owner that he will be responsible for attorney fees and costs incurred in relation to the violation if the violation continues after a specific date. Such fees and costs may be assessed to the Owner's account after a hearing is held or, if a hearing is not requested, after the deadline for requesting a hearing has passed⁴;
 - G. Inform the Owner that he may have special rights or relief related to enforcement under federal law, including the Servicemembers Civil Relief Act; and
 - H. Otherwise comply with Section 209 of the Texas Property Code and state law.
 - iii. Subsequent Violation Notices for repeat violations. If an Owner has been sent a 209 Violation Notice for a particular violation and the same violation continues or a similar violation is committed within six months of the 209 Violation Notice, the Association may levy additional fines either with or without notice to the Owner. If it desires to send notice of additional fines, the Association shall do so by means of a Subsequent Violation Notice. A Subsequent Violation Notice may be of any form and sent in any manner, as such notices are not required to comply with Section 209 of the Texas Property Code, including the requirements set forth in Section 2(ii) above.
3. 209 Violation Notices – Description of Curable vs. Uncurable Violations.
- i. Curable Violation. Curable violations are those that are ongoing or otherwise can be remedied by affirmative action. The following is a non-exhaustive list of curable violations: ongoing parking violations; maintenance violations; failing to construct improvements or modifications in accordance with approved plans and specifications; and ongoing noise violations such as a barking dog.
 - ii. Uncurable Violation. Uncurable violations include those that are not of an ongoing nature, involve conditions that otherwise cannot be remedied by affirmative action, and those that pose a threat to public health or safety. The following is a non-exhaustive list of uncurable violations: shooting fireworks, committing a noise violation that is not ongoing, damaging common area property, and holding a prohibited.
4. 209 Violation Notices -- When an initial fine or damage assessment may be levied; Board hearings.
- i. Curable Violations – Initial Fine. If an Owner is sent a 209 Violation Notice for a curable violation and cures that violation by the deadline in such notice, no fine shall be levied. If the Owner fails to cure the violation by the deadline, a fine may be levied after the time has lapsed for the Owner to request a Board hearing, or, if a hearing is timely requested, after the date the hearing is held, and a decision is made.
 - ii. Uncurable Violations – Initial Fine/damage assessment. A fine or property damage assessment may be levied in a 209 Violation Notice for an uncurable violation, regardless of whether the Owner subsequently requests a Board hearing.
 - iii. Subsequent Fines. This Section 4 does not apply to fines levied after the initial fine. (See Section 2(iii) – Subsequent Violations, above.)
5. Standard Fine Schedule. Below is the Standard Fine Schedule for deed restriction violations. *The Board may vary from this schedule on a case-by-case basis (i.e., set fines higher or lower than indicated below), so long as that decision is based upon the facts surrounding that particular violation. The Board may also change the fine amounts in this Standard Fine Schedule at any time by resolution.*

⁴ This notice is required only if the Association wishes to charge attorney's fees and costs to the owner's account.

i. Curable Violations.

Courtesy Warning Notice:	No fine.
209 Violation Notice:	\$25.00 fine (daily/weekly or one-time); and/or Suspension of common area usage rights.
Subsequent Violation Notices:	\$50.00 fine (daily/weekly or one-time); \$100.00 fine (daily/weekly or one-time); \$125.00 fine (daily/weekly or one-time); (Increases \$25.00 for each additional notice).

ii. Uncurable Violations.

209 Violation Notice:	\$50.00 fine; or Property damage assessment.
Subsequent Violation Notices:	\$75.00 fine; \$100.00 fine; \$125.00 fine; (Increases \$25.00 for each additional notice).

6. **Hearings.** If a Member receives a 209 Violation Notice and requests a hearing in a timely manner, that hearing shall be held in accordance with Section 209.007 of the Texas Property Code. The Board may impose rules of conduct for the hearing and limit the amount of time allotted to an Owner to present his information to the Board. The Board may either make its decision at the hearing or take the matter under advisement and communicate its decision to the Owner at a later date.
7. **Authority of agents.** The management company, Association attorney, and other authorized agents of the Association are granted authority to send violation notices, levy fines according to the Standard Fine Schedule, and levy property damage assessments, all in accordance with this Enforcement Policy. Such parties may act without any explicit direction from the Board and without further vote or action of the Board. The enforcing party shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions. The foregoing notwithstanding, the Board reserves the right to make decisions about particular enforcement actions on a case-by-case basis at a properly noticed meeting if and when it deems appropriate.
8. **Future changes in state law.** This Deed Restriction Enforcement Policy is intended to reflect current state law requirements, including those established under Section 209 of the Texas Property Code. If such laws are changed in the future, this policy shall be deemed amended to reflect such changes.
9. **Force mows and other self-help enforcement action.** Notwithstanding other language herein, the management company, Association attorney, or other authorized agent of the Association is granted authority to carry out force mow or self-help remedies on behalf of the Association, in accordance with any procedure described in the Declaration or other governing documents.
10. **Authority of agents.** The management company, Association attorney, or other authorized agent of the Association is granted authority to carry out this standard enforcement and fining procedure absent express direction otherwise from the Board, without further vote or action of the Board. This authority notwithstanding, the management company or Association attorney shall communicate with the Board and/or certain designated officers or agents on a routine basis with regard to enforcement actions, and the Board reserves the right to establish further policies with regard to

enforcement efforts generally and to make decisions about particular enforcement actions on a case-by-case basis if and when it deems appropriate.

X. SATELLITE DISHES/ANTENNAE

1. **General.** Satellite dish antennas with a diameter of one meter (39.37 inches) or less used to receive video (or other antennas whose installation is protected under Federal law or regulations) may be installed outside a home without prior approval from the Board or ACC, so long as the antenna is installed at the location with the highest placement priority (see Placement Acceptability Lists in paragraphs 2 and 3 below, as appropriate) that affords a viable signal and will not result in an unreasonable expense.
2. **Placement Acceptability List: Interior Lots.** The prioritized placement acceptability list for homes on interior lots is as follows:
 - 1) **Rear Yard Fascia.** Anywhere on the roofline fascia that faces the rear of the lot.
 - 2) **Lower Rear Portion of Roof.** On the portion of the roof that slopes toward the rear of the lot and within 15 feet of the rear roofline.
 - 3) **Side Yard Fascia (as far back as possible).** On the roofline fascia facing either side of the lot, except that *the mounting location must be as close to the rear roofline as possible* while still permitting adequate signal strength.
 - 4) **Roof (as hidden as possible).** Any location on the roof of the home, except that the mounting location *must be as hidden as possible from the front of the lot* while still permitting adequate signal strength.
 - 5) **Ground Mounted & Screened.** Ground-mount on the lot in an area that is not visible from the street, is wholly contained on the Owner's lot, and is appropriately screened from view.
 - 6) **Any Other Lot Location.** Any other location on the home or lot.
3. **Placement Acceptability List: Corner Lots.** The prioritized placement acceptability list for homes on corner lots is as follows:
 - 1) **Rear Yard Fascia (away from side street).** On the roofline fascia that faces the rear of the lot *and* within 15 feet of the side of the home that does not face to a street.
 - 2) **Lower Rear Portion of Roof (away from side street).** On the portion of the roof that slopes toward the rear of the lot, within 15 feet of the rear roofline, *and* within 15 feet of the side of the home that does not face to a street.
 - 3) **Side Yard Fascia (away from side street; as far back as possible).** On the roofline fascia facing the side of the lot that does not face a street, except that the mounting location *must be as close to the rear roofline as possible* while still permitting adequate signal strength.
 - 4) **Roof (as hidden as possible).** Any location on the roof of the home, except that the mounting location *must be as hidden as possible from the front of the lot and the side of the lot that faces the street* while still permitting adequate signal strength.
 - 5) **Ground Mounted & Screened.** Ground-mount on the lot in an area that is not visible from a street, is wholly contained on the Owner's lot, and is appropriately screened from view.
 - 6) **Any Other Lot Location.** Any other location on the home or lot.
4. **General.** Should an Owner fail to install an antenna or dish according to the highest priority location noted above, upon request of the Association, an Owner must provide confirmation from an industry professional reasonably acceptable to the Association that placement of the antenna at the location(s) higher on the priority list would have precluded a quality/viable signal or would have unreasonably increased the cost of installation. If evidence indicates that a quality/viable signal is achievable at a higher priority location, and the initial installation of the antenna or dish at this location would not have unreasonably increased the cost of installation over and above the cost of installation at its location, the Owner must at the Owner's expense move the dish or antenna to the highest priority location at which a quality/viable signal is achievable.

XI. GENERATORS

1. **General.** Unless otherwise approved in writing by the ACC, of which approval may be denied, approved, or approved with conditions, an Owner may not install a standby electric generator on the common area, or any other property owned or maintained by the Association.
2. **Scope of Rule.** Only a standby electric generator may be used to provide backup electric service to a residence. A “standby electric generator” means a device that converts mechanical energy to electric energy and is:
 - a. Powered by natural gas, liquefied petroleum gas, diesel fuel, or hydrogen;
 - b. Fully enclosed in an integral manufacturer-supplied sound attenuating enclosure;
 - c. Connected to the main electrical panel of a residence by a manual or automatic transfer switch;
 - d. Rated for a generating capacity of not less than seven (7) kilowatts; and
 - e. Permanently installed on a lot.
3. **Conflict with Other Provisions.** Per state law, this rule relating to standby electric generators controls over any contrary provision in the Association’s governing documents.
4. **Prior Approval Required.** Prior to the installation of any standby electric generator (or any part thereof), an Owner must receive written approval from the ACC. Owners wishing to install standby electric generators must submit plans and specifications to the ACC. The following requirements apply to plans and specifications:
 - a. An Owner must provide a reasonably accurate and scaled schematic of the lot showing the property boundaries of the lot and the location of the residence, other permanent structures, fencing, and any adjoining streets.
 - b. The schematic must also contain a scaled drawing of the generator at the proposed location and indicate the distance (in feet and inches) from the closest rear and side lot line.
 - c. All other applicable information typically required by the Association for architectural approval (e.g., color samples, samples of screening materials, etc.) and necessary to ensure compliance with this rule must also be provided.
5. **Installation.** The following installation requirements apply to standby electric generators:
 - a. Installation must be done in compliance with the manufacturer’s specifications and applicable governmental health, safety, electrical, and building codes.
 - b. All electrical, plumbing, and fuel line connections must be installed by a licensed contractor.
 - c. All electrical connections must be installed in accordance with applicable governmental health, safety, electric, and building codes.
 - d. All natural gas, diesel fuel, biodiesel fuel, or hydrogen fuel line connections must be installed in accordance with applicable governmental health, safety, electrical, and building codes.
 - e. All liquefied petroleum gas fuel line connections must be installed in accordance with rule and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.
 - f. If a generator uses a fuel tank that is separate from the generator (i.e., the tank is not manufactured as an integral part of the generator system), the fuel tank must be installed in compliance with municipal zoning ordinances and governmental health, safety, electrical, and building codes.
6. **Maintenance.** The following maintenance requirements apply to standby electric generators:

- a. The generator and its electrical and fuel lines must be maintained in good condition at all times, including maintenance that is in compliance with the manufacturer's specifications and applicable governmental health, safety, electric, and building codes.
 - b. Any deteriorated or unsafe component of a standby electric generator, including electrical and fuel line, must be promptly repaired, replaced, or removed.
 - c. A generator may be tested for preventative maintenance only between 9:00AM and 6:00PM and not more frequently than suggested by the manufacturer.
7. **Location.** The following requirements apply to the location of a standby electric generator:
- a. Generators must be located in the rear yard area of the lot (behind the rear-most building line of the home) in an area that is not visible from the street, any common area, or any other lot from ground level (i.e., not visible from the first story or yard of any neighboring home.)
 - b. The ACC has no duty to but may in its discretion authorize a variance to allow the generator to be located in an area other than as described in subsection (a) if the ACC deems that a variance is appropriate for topographical or other considerations, and a plan for adequate screening of the generator is submitted and approved⁵.
 - c. Generators are expressly prohibited from being located on Association common areas or any other areas maintained by the Association.
 - d. No portion of the generator may be installed within any applicable setback.
8. **Screening.** If the Owner proposes to install the generator in an area that is visible from the street, another residence, or the common area, the Owner's plans submitted for approval must detail the proposed screening, including dimensions and type of all landscaping (as-installed dimensions), and color, materials, and dimensions of any proposed screening structures. As installed the generator must be wholly screened from view of any street faced by the dwelling, any adjoining residence (from ground level), and any common area.
9. **Allowable Use.** A standby electric generator may not be used to generate substantially all of the electrical power to a residence except when utility-generated electrical power is unavailable or intermittent due to causes other than nonpayment for utility service to the residence.

XII. SOCIAL MEDIA

- 1. **General.** The Association may choose to utilize social media, for example in the form of a website, Facebook page, newsletter, or other publication. Any such media will be created by or on behalf of the Association solely for informational purposes. The Board in its sole discretion will determine the presence of any violation of these rules.
- 2. **Individual Member use of Social Media.** Without prior written approval from the Association, no member may create or cause to be created a website, Facebook page, newsletter or any form of social media that utilizes or refers to Esperanza Community Association, Esperanza HOA, or any similar name, or otherwise implies or may reasonably cause confusion as to affiliation with the Association.

Any media published by or at the behest of a Member referencing the Association must have, on its

⁵ Also, per state law, the ACC will authorize a variance to install the generator in an alternate location if the owner can document in a format reasonably acceptable to the ACC that locating the generator in the rear yard area will increase the cost of installing the generator by more than 10% or increase the cost of installing and connecting fuel lines by more than 20%. If an owner is entitled to a variance under this provision, the screening requirements outlined in this rule remain applicable.

home page or if in hard copy the first page, a clear and conspicuous statement in bold and in a font larger than all other font on the page that the media is **“Not approved by or affiliated with the Esperanza Community Association.”**

3. **Authorized Users.** Only Members of the Association may post on the Association’s social media. No non-member, including tenant, may post on any Association social media. The Association may establish and require use of passwords or other log-ins. Members may not share their passwords or other log in information with anyone else.
4. **Denying Access.** If the Member is in violation of any governing document of the Association including these social media rules, the Members’ social media access may be revoked temporarily or permanently. Unless otherwise approved by the Association, any revocation shall be for a six-month term.
5. **Content of postings.** All posted content on Association social media must be courteous and neighborly. No Member or Association representative has the right to abuse another, or the duty to tolerate abuse. Content includes all posted materials, including written, audio recordings, photographs, or any other content.
6. **Prohibited conduct.** Without limitation, the following content is expressly prohibited:
 - a. Insults, derogatory name-calling, abusive, discourteous, or threatening content;
 - b. cursing;
 - c. aggressive and/or threatening language;
 - d. sexual harassment or other lewd content;
 - e. content that is harassing, intimidating, discriminatory or unlawful;
 - f. alleging violations of the Association’s governing documents. Association social media is not the forum for this. Report violations to the Association’s managing agent;
 - g. Content for purposes of or that may reasonably be perceived as for the purpose of spam, advertising or other commercial endeavor (not including a Member’s request for referrals and response to them regarding residential service providers such as lawn services, etc.);
 - h. Content that may reasonably be perceived as violating a Member’s expectation of privacy, such as publishing an address, physical description, birthdate, or other such information;
7. **Proper Communication Channels.** The Association’s social media page is not the proper forum for requesting services, filing complaints, or reporting violations. All such communications must be submitted only directly to the Association’s managing agent.
8. **Association Monitoring.** The Association has no duty to but may in its discretion monitor and/or remove, without notice, content posted to the Association’s social media.
9. **No Endorsement; limitation of liability.** No material on Association social media may be considered an endorsement – the Association makes no endorsements. The Association expressly disclaims any and all liabilities associated with the content of its social media, including offensive or otherwise inappropriate content. **The Association is not liable for any damages of any nature related to its social media regardless of knowledge of content of postings – the Association has no duty to monitor or edit postings.** The Association in no way warrants the accuracy or truthfulness of content on its social media, regardless of who the posting party was. All information may be incomplete or out of date. The Association may discontinue use of social media at any time.
10. **Board member or Voting Representative postings.** Without the written approval of the Board, no Board member or Voting Representative may post or cause to be posted to Association-affiliated or

any other social media any content obtained as a result of his or her presence on the Board or as a Voting Representative. This includes without limitation draft documents, correspondence between Board members or Voting Representatives or between Board members or Voting Representatives and agents of the Association, or any other such content. Any content a Board member or Voting Representative desires to post without Board approval must be obtained in the same manner as any other Association Member would obtain Association records.

A variety of opinions is valuable on the Board and among Voting Representatives. However, when a decision is made by Board or Voting Representative vote with which any Board or Voting Representative disagrees, that person shall accept the vote and in no event shall disparage any other director, Voting Representative, or any agent of the Association or participate in or encourage activities or action contrary to the Board or Voting Representative decision or foment, encourage, or participate in opposition to a board or Voting Representative decision. At all times, interests of the Association must be placed above personal opinion or interests.

XIII. COMMUNITY ETIQUETTE

This rule is for the benefit of all residents and in the interest of allowing Owners to both express their opinions and peaceably enjoy their Lots and the Common Areas.

This etiquette policy provides that Association officers and directors, Owners, tenants and guests and invitees must conduct themselves in a civil, non-intimidating, and non-threatening manner when dealing with the Association's agents (including without limitation its officers, directors, committee members, manager and other management company agents, employees, contractors, independent contractors service providers, and other agents), as well as other residents and guests.

- a) Prohibited Conduct. The following conduct is expressly prohibited between or among any of the above-described parties:
- b) photographing, recording, or video-taping Owners, residents, tenants, guests, or agents of the Association without their express consent⁵;
- c) verbal abuse, including yelling, name-calling, or similar;
- d) insults, derogatory name-calling, or demeaning comments;
- e) cursing or profanity that a person of ordinary sensibilities would find offensive (due to volume, age of individuals in the area, choice of words, or other considerations);
- f) use of slurs of a nature that is racial, ethnic, religious, sexual orientation-related, or gender-related;
- g) behavior that a person of ordinary sensibilities would find intimidating, aggressive, unsettling or threatening;
- h) hostile or unwanted touching, physical contact, or threats of physical contact;
- i) sexual harassment or lewd behavior;
- j) sexual suggestive language or other language that is likely to be offensive to a person of ordinary sensibilities;
- k) posting any item, including correspondence, on the doors of any Owner or anywhere in the community without express written permission from the Board;
- l) correspondence, whether oral, written, or electronic, that is deemed in the Board's or manager's sole discretion to be harassing or intimidating (the Board or manager may without limitation

⁵ This is not applicable to monitoring equipment installed or maintained by the Association in or around common areas, to Ring-type cameras installed for the personal security on a private household provided that personal security cameras are installed in a manner so as to capture as little neighboring property as reasonably possible, or to other monitoring equipment approved with written consent of the Board. PLEASE BE MINDFUL THAT HOUSEHOLD SECURITY CAMERAS ARE ALTERATIONS REQUIRING ACC APPROVAL.

consider the tone, time, and frequency of correspondence, and whether previous reply has been given to similar correspondence, in determining whether correspondence is harassing or intimidating);

- m) calling, testing, or otherwise corresponding with another Owner or a director, manager or other agent of the Association after being instructed not to do so;
 - n) asking Association or management personnel to perform personal errands;
 - o) creating a fire hazard of any sort anywhere in the community;
 - p) making loud noises or engaging in other activity that unreasonably interferes with an Owner or tenant's peaceful enjoyment of the community or is otherwise a nuisance;
 - q) entering another Owner's lot if you have been instructed not to do so;
 - r) depositing trash, clutter, debris, or other objects on another Owner's property or Common Areas, or anywhere other than designated receptacles;
 - s) placing any items on any of the common areas, except as expressly authorized by the Declarations, the Rules, or the Board of Directors;
 - t) obstructing free passage along sidewalks and doorways, either in person or by use of an object;
 - u) interrupting utility service to any part of the neighborhood without prior written approval of the board or management;
 - v) causing damage to any Common Area, or homes, or the personal property of others; and
 - w) circulating false or misleading information to any Owner, resident, tenant or agent, including information that the Owner knew or upon reasonable inquiry should have known was false or misleading.
2. Requests to leave. Any Owner, resident, guest, director or officer who is requested by the Board or managing agent to leave a meeting shall do so immediately. Meetings of the Association and Board are limited to Owners or their designated agents only unless prior written consent is provided by the manager or Board.
3. Communication with the Association Manager or Board. The Board or manager may require, in their sole discretion and upon notice to an Owner, that all non-emergency communication (emergency being immediate threat to persons or property) from the Owner be in writing and/or in a particular form (such as, without limitation, mail or email).
- Further, the Association may, upon notice to an Owner, direct the Owner to discontinue all non-emergency communications, and may decline to reply to communications except as required by law. The Board may require all communications to be through the management representative or other Association agent only (may prohibit direct communication with directors or officers). For any situation involving immediate threat of physical harm to persons, 911 should be contacted.
- When there are multiple Owners of a property (including an entity with multiple shareholders or managers), the Board may select one of the Owners as the contact person for all communications. Following notice to the Owners that one has been chosen as the contact person, which contact person is the only one that will be deemed authorized to communicate with the Association.
4. Communication from tenants. All communications related to Association matters should come from Owners rather than their tenants. The Board or manager, in their sole discretion, may decline to communicate from tenants.
5. Association employees/contractors. Owners may not instruct, direct, or supervise the Association's or manager's employees, agents, or contractors unless otherwise directed to do so in writing by the Board. Owners, tenants and guests may not harass or in any way interfere with the performance of any duties being performed by the Association's or manager's employees, agents, or contractors. **Owners or their tenants or agents may not directly instruct, address, or contact Association contractors unless directed to in writing by the manager or the board.** Any questions or concerns regarding the work of Association service providers must be directed solely to management, or alternate persons designated pursuant to this rule, unless an Owner is expressly directed to communication in an alternate manner.

6. **Owner Responsibility.** Owners are responsible, and can be fined and otherwise held accountable, for all violations committed by any Owner or resident of their home, their agents, guests and invitees, as well as their tenant's and their tenant's agents, guests and invitees. Owners are further responsible for any consequential damages related to violations of dedicatory instruments of the Association by any Owner or resident of the home or their agents, guests, and invitees, or their tenants or their tenant's agents, guests or invitees. For example and without limitation, if an Association's chosen contractor refuses to accept the job or refuses to continue the job due to communications in violation of this rule, the Owner may be held liable for all increased costs in finding a replacement contractor, increased costs of the job due to material price changes, and all other consequential damages.
7. **Fines/enforcement action.** Notwithstanding any other language to the contrary in other Rules, absent resolution otherwise by the Board, **a fine in the amount of \$250.00 per violation shall automatically apply to each violation of this Etiquette rule.** Notwithstanding, the Board by resolution may set any fine in a higher or lower amount⁷.

If a resident being cited for a violation of this Etiquette rule has been cited for a violation of this Etiquette rule in the six-month period preceding the violation, then **the fine shall increase in \$150.00 increments for each violation subsequent to the initial violation.** Management is directed to automatically levy such fines on the Owners' account in the event of violations(s) absent instruction from the Board otherwise. Board or management, in their sole discretion, may determine whether violations of this policy have occurred⁸.

⁷ The Board may in its discretion pass a resolution setting fines for any specific violation case-by-case, at a higher or lower amount, as it believes appropriate.

⁸ Board and management may also determine in their sole discretion that not enough evidence exists to pursue a violation.

EXHIBIT A

The previously recorded Rules listed below, including amendments, are replaced and superseded by the Rules and Regulations provided above.

Esperanza Community Association, Inc.				
Rules and Regulations - Now Replaced and Superseded.				
				Recording
Title of Document	Subdivision Name	Document No.	County	Date
RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. (replaced by item #2 below)	ESPERANZA, PHASE 1	291254	KENDALL	3/20/2015
RESTATED RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. (replaced by item #8 below)	ESPERANZA, PHASE 1	296539	KENDALL	10/6/2015
RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. May 2017 (replaced by item #8 below)	ESPERANZA 1.787 Acres	311832	KENDALL	5/15/2017
RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. May 2019 (replaced by item #9 below)	ESPERANZA, PHASE 1B	331489	KENDALL	6/6/2019
RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. January 2017 (replaced by item #8 below)	ESPERANZA, PHASE 2A	308679	KENDALL	1/25/2017
RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. December 2018 (replaced by item #8 below)	ESPERANZA, PHASE 2B	326988	KENDALL	12/20/2018

RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. December 2018 (replaced by item #8 below)	ESPERANZA, PHASE 2D	326989	KENDALL	12/20/2018
AMENDED AND RESTATED RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. FOR PHASE 1, PHASE 1B, PHASE 2A, PHASE 2B, PHASE 2D AND THE ESPERANZA 1.787 ACRE TRACT September 2019 (replaced by item #9 below)	ESPERANZA PHASE 1, PHASE 1B, PHASE 2A, PHASE 2B, PHASE 2D AND THE ESPERANZA 1.787 ACRE TRACT	334487	KENDALL	9/13/2019
AMENDED AND RESTATED RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. FOR PHASE 1, PHASE 1B, PHASE 2A, PHASE 2B, PHASE 2D, PHASE 2E AND THE ESPERANZA 1.787 ACRE TRACT April 2020	ESPERANZA PHASE 1, PHASE 1B, PHASE 2A, PHASE 2B, PHASE 2D, PHASE 2E AND THE ESPERANZA 1.787 ACRE TRACT	341784	KENDALL	5/13/2020
RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. FOR ESPERANZA PHASE 1C April 2020	ESPERANZA PHASE 1C	341787	KENDALL	5/13/2020
RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION, INC. FOR ESPERANZA PHASE 2C April 2020	ESPERANZA PHASE 2C	341788	KENDALL	5/13/2020
AMENDED AND RESTATED FACILITY USER RULES AND GUIDELINES OF ESPERANZA COMMUNITY ASSOCIATION, INC. April 2020 (replaced by item #14 below)	ESPERANZA PHASE 1, PHASE 1B, PHASE 1C, PHASE 2A, PHASE 2B, PHASE 2C, PHASE 2D, PHASE 2E AND THE ESPERANZA 1.787 ACRE TRACT	341977	KENDALL	5/19/2020

AMENDED AND RESTATED FACILITY USER RULES AND GUIDELINES OF ESPERANZA COMMUNITY ASSOCIATION, INC. July 2020 (replaced by item #18 below)	ALL EXISTING PLATTED LOTS IN ESPERANZA	344505	KENDALL	7/29/2020
RULES AND REGULATIONS OF THE ESPERANZA COMMUNITY ASSOCIATION, INC. FOR THE VILLAGE OF BRAVADA (A PART OF ESPERANZA PHASE 2F) September 2021	THE VILLAGE OF BRAVADA (A PART OF ESPERANZA PHASE 2F)	2021-361557	KENDALL	9/17/2021
RULES AND REGULATIONS OF THE ESPERANZA COMMUNITY ASSOCIATION, INC. FOR THE VILLAGE OF BRAVADA (A PART OF ESPERANZA PHASE 2F) September 2021	THE VILLAGE OF BRAVADA (A PART OF ESPERANZA PHASE 2F)	2022-369223	KENDALL	4/18/2022
RULES AND REGULATIONS OF THE ESPERANZA COMMUNITY ASSOCIATION, INC. FOR REGENCY AT ESPERANZA - CONDESSA (A PART OF ESPERANZA PHASE 2F) April 2022	REGENCY AT ESPERANZA - CONDESSA (A PART OF ESPERANZA PHASE 2F)	2022-369399	KENDALL	4/25/2022
AMENDED AND RESTATED FACILITY USER RULES AND GUIDELINES OF ESPERANZA COMMUNITY ASSOCIATION, INC. May 2022 (replaced by item #24 below)	ALL EXISTING PLATTED LOTS IN ESPERANZA	2022-369937	KENDALL	5/6/2022
AMENDMENT TO RULES AND REGULATIONS OF ESPERANZA COMMUNITY ASSOCIATION August 2023	ALL EXISTING PLATTED LOTS IN ESPERANZA	2023-382722	KENDALL	8/21/2023
RULES AND REGULATIONS OF THE ESPERANZA COMMUNITY ASSOCIATION, INC. FOR REGENCY AT ESPERANZA - CONDESSA (A PART OF ESPERANZA PHASE 2G) November 2023 (replaced by item # 22 below)	REGENCY AT ESPERANZA - CONDESSA (A PART OF ESPERANZA PHASE 2G)	2023-385069	KENDALL	11/27/2023

RULES AND REGULATIONS OF THE ESPERANZA COMMUNITY ASSOCIATION, INC. FOR THE VILLAGE OF QUINTANA (A PART OF ESPERANZA PHASE 2G) November 2023 (replaced by item #23 below)	THE VILLAGE OF QUINTANA (A PART OF ESPERANZA PHASE 2G)	2023-385070	KENDALL	11/27/2023
AMENDED AND RESTATED RULES AND REGULATIONS OF THE ESPERANZA COMMUNITY ASSOCIATION, INC. FOR REGENCY AT ESPERANZA - CONDESSA (A PART OF ESPERANZA PHASE 2G) December 2023	REGENCY AT ESPERANZA - CONDESSA (A PART OF ESPERANZA PHASE 2G)	2023-385255	KENDALL	12/4/2023
AMENDED AND RESTATED RULES AND REGULATIONS OF THE ESPERANZA COMMUNITY ASSOCIATION, INC. FOR THE VILLAGE OF QUINTANA (A PART OF ESPERANZA PHASE 2G) December 2023	THE VILLAGE OF QUINTANA (A PART OF ESPERANZA PHASE 2G)	2023-385254	KENDALL	12/4/2023

After recording, please return to:

Laura Foster
Lookout Development Group, L.P.
1001 Crystal Falls Parkway
Leander, Texas 78641

**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

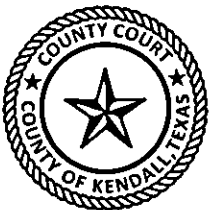
Recorded Date/Time: May 21, 2024 03:52 PM

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