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AMEND

20233664

THIS DOCUMENT HAS
NOT BEEN COMPARED TO
ORIGINAL FILED DOCUMENT

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM REGIME
ARCH RAY CONDOMINIUMS**

DECLARANT:

Arch Ray Developments, L.L.C.,
a Texas limited liability company
312 Schmitzinsky Rd.
Fredericksburg, Texas 78624

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS (this "**First Amendment**") is made by Arch Ray Developments, L.L.C., a Texas limited liability company ("**Declarant**"), and is effective for all purposes as of June 21, 2023:

RECITALS:

Declarant has been appointed under that certain Declaration of Condominium Regime for Arch Ray Condominiums (the "**Original Declaration**") recorded under Register No. 20232486 of the Official Records of Gillespie County, Texas. Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Original Declaration.

Declarant, pursuant to Section 19.4 of the Original Declaration and further pursuant to those certain RESERVATION OF DECLARANT RIGHTS recorded under Register No. 20232487 of the Official Records of Gillespie County, Texas, has the right to unilaterally amend the Original Declaration, and Declarant now desires to amend the Original Declaration in certain respects as set forth herein.

NOW, THEREFORE, Declarant, by this First Amendment, does hereby amend the Declaration as follows:

AMENDMENT:

1. Paragraph 5.2.2. of the Original Declaration is hereby deleted and replaced in its entirety with the following:

"5.2.2. Each Unit includes the spaces and Improvements within the lower, upper and lateral boundaries defined in Section 5.2.1., including the roof and foundation of any Improvement, landscaping, driveways, sidewalks, fences, yards, utility lines and meters and all other Improvements located within the Unit. In addition to the Improvements within the Unit, each Unit also includes fixtures and equipment serving each Improvement or Unit exclusively, whether located within, outside or below the Unit, whether or not contiguous with an Improvement, including but not limited to below-grade foundation, piers, retaining walls, fence, or other structural supports; plumbing, septic, and utility lines, pipes, drains, landscape irrigation, and subterranean components of plant material, including roots of trees on the Unit, and any other below-grade item that serves or supports the Improvements or Unit exclusively. Importantly, although a Unit resembles a platted lot: (i) a Unit does not include land; (ii) the conveyance of a Unit is not a metes and bounds conveyance of land; and (iii) the creation of a Unit does not constitute a subdivision of land."

2. Exhibit "B" of the Original Declaration is hereby deleted and replaced in its entirety with the Exhibit "B" attached hereto and incorporated for all purposes.
3. All covenants, conditions, restrictions and easements not herein amended but established by and contained in the Original Declaration shall remain in full force and effect.

[SIGNATURES TO FOLLOW ON NEXT PAGES]

DECLARANT:

Arch Ray Developments, L.L.C.
a Texas limited liability company

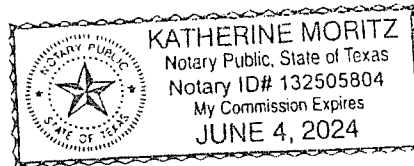
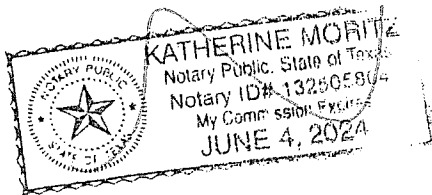
By: Stephen Baxter
Stephen Baxter, Member

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a Member of Arch Ray Developments, L.L.C., a Texas limited liability company, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 23 June, 2023.

Katherine Moritz
Notary Public, State of Texas



CONSENT TO GOVERNING DOCUMENTS

WHEREAS, TEXAS PARTNERS BANK, holder of that certain real estate lien note in the amount of \$4,131,215.00, secured by Deed of Trust dated April 4, 2022, to ROY D. THOMPSON, as Trustee, recorded under Register No. 20222334, Official Public Records of GILLESPIE County, Texas, acting by and through the undersigned, its duly authorized agent, does hereby consent to, accept and ratify this FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS. Furthermore, TEXAS PARTNERS BANK consents to the above FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS, including the terms and conditions of all reservations of real property interests.

EXECUTED this 23rd day of June, 2023.

TEXAS PARTNERS BANK

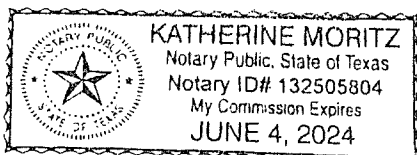
By: _____

R. Reid Cain
(Printed Name and Title)

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 23 day of June, 2023, by R. Reid Cain, Senior vice president of TEXAS PARTNERS BANK, on behalf of said bank.



Katherine Moritz
Notary Public in and for the State of Texas

CONSENT TO GOVERNING DOCUMENTS

WHEREAS, DALE A. CRENWELGE, holder of that certain wraparound promissory note in the amount of \$9,131,215.00, secured by Deed of Trust dated April 27, 2023, executed by ARCH RAY DEVELOPMENTS, L.L.C., payable to the order of DALE A. CRENWELGE, as secured by Deed of Trust of even date therewith to CARROLL J. BRYLA, Trustee, filed for record on May 2, 2023, and recorded under Register No. 20232384, Official Public Records of Gillespie County, Texas, does hereby consent to, accept and ratify this FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS. Furthermore, DALE A. CRENWELGE consents to the above FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS.

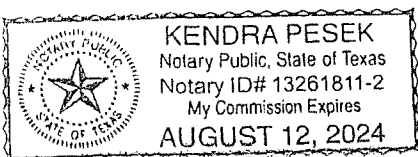
EXECUTED this 23rd day of June, 2023.

Dale A. Crenwelge
DALE A. CRENWELGE

THE STATE OF TEXAS §

COUNTY OF Gillespie§

This instrument was acknowledged before me on the 23rd day of June, 2023, by DALE A. CRENWELGE.



[Signature]
Notary Public in and for the State of Texas



CONDO MAP FOR
**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

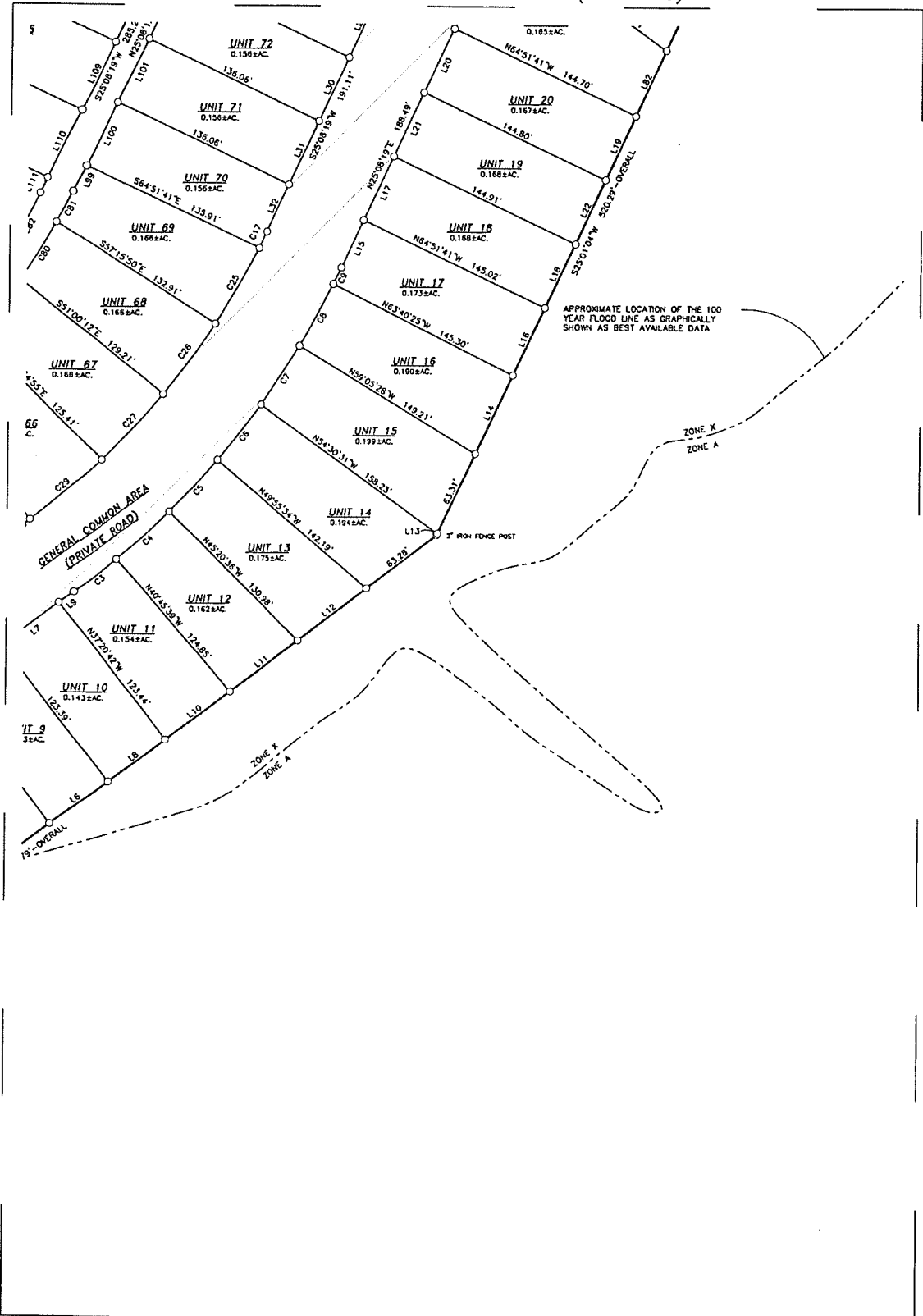
119.58 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

(SHEET 18)

LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY

(SHEET 3)



CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.
SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TOLPLS FIRM NO. 10126900

ECKERMAN ENGINEERING, INC.
ENGINEER
CONTACT: (312)-558-8180
P.O. BOX 330
202 SPRING HO AVENUE
LAUFASAS, TEXAS 76350
TEXAS REGISTRATION # F-10498

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/15/2022
COPYRIGHT: 2022

1500 OLLIE LANE
MARBLE FALLS, TX, 78654
PH. 325-388-3300 830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'

REVISIONS	
DATE	DESCRIPTION
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2 OF 19
SHEET



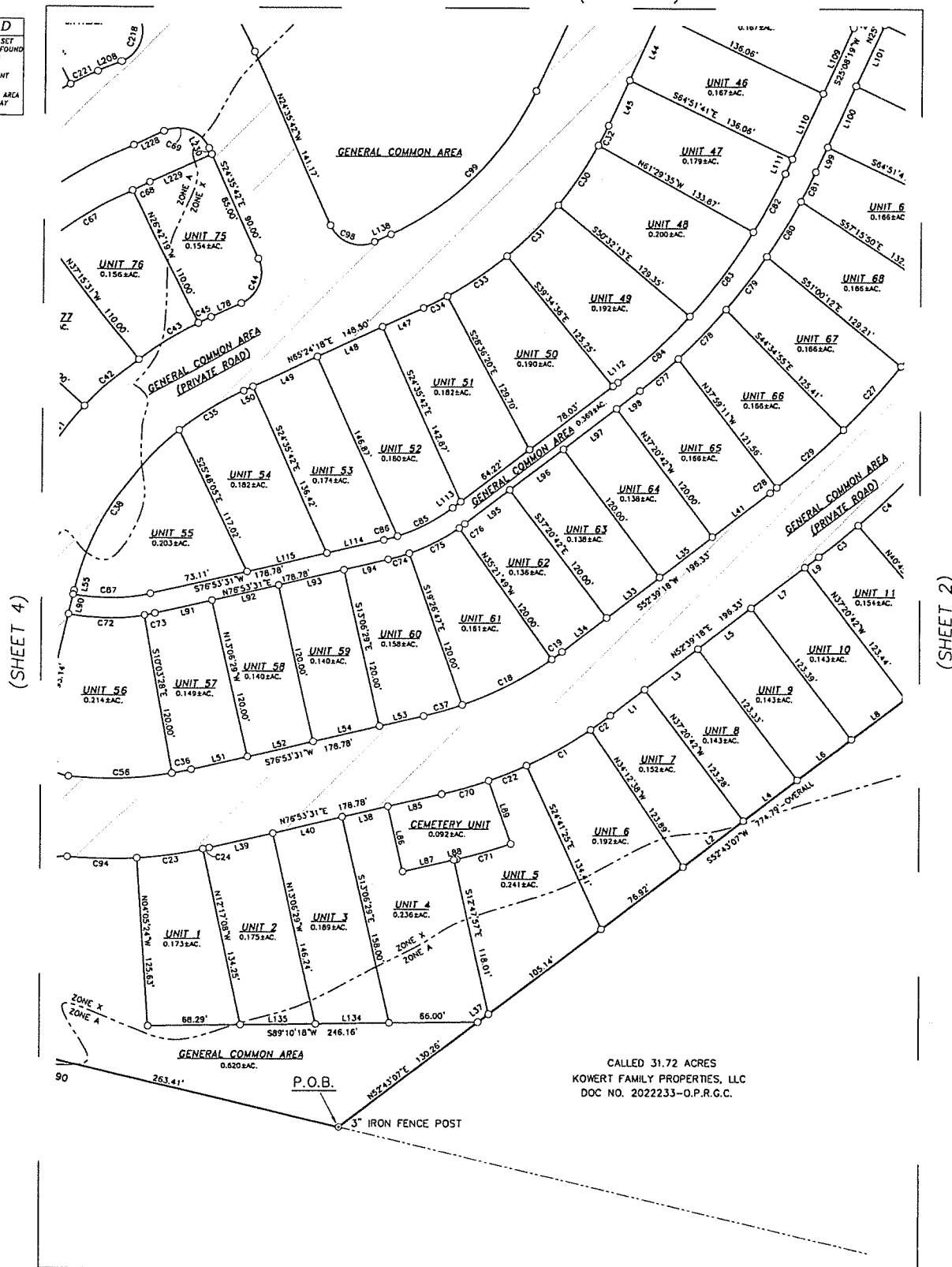
CONDO MAP FOR
ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY

119.56 ACRES
U.S. HIGHWAY 289
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

(SHEET 17)

CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY



CALLED 31.72 ACRES
KOWERT FAMILY PROPERTIES, LLC
DOC NO. 2022233-O.P.R.G.C.

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 76654
TOLPLS FIRM NO. 10128900

ECKERMAN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-556-8160
P.O. BOX 338
202 SPRING HO AVENUE
LAUREL, TEXAS 76650
TEXAS REGISTRATION # F-10486

PROJ NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPI
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
COPYRIGHT © 2023

1500 OLLIE LANE
MARBLE FALLS, TX. 76654
PH. 325-388-3300 RJG-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'
0 25 50

LINE TABLE & CURVE TABLE ON SHEET 12


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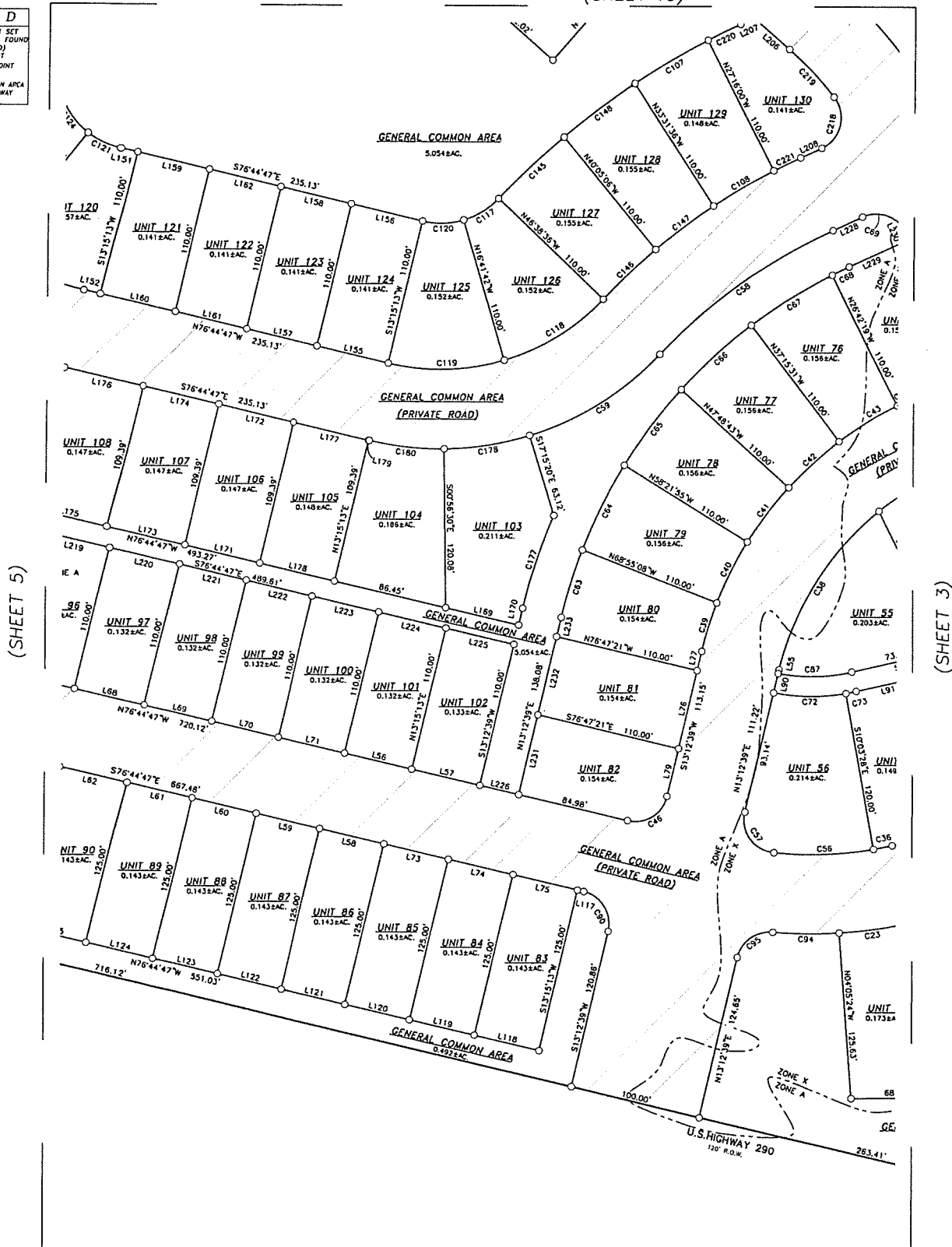
3 OF 19
SHEET

119.58 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

(SHEET 16)

LEGEND

- LEGEND**
- 1/2" IRON PIN SET
 - 1/2" IRON PIN FOUND (UNLESS NOTED)
 - ⊙ IRON PIPE POST
 - △ CALCULATED POINT
-  GENERAL COMMON AREA
PRIVATE ROADWAY



(SHEET 5)

(SHEET 3)

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3500
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TEPLS FIRM NO. 10128900

ECKERMAN ENGINEERING, INC.


ENGINEER
CONTACT: (512)-556-8160
P.O. BOX 333
202 SPRING HO AVENUE
LAMPASAS, TEXAS 76350
TEXAS REGISTRATION # F-10495

LINE TABLE & CURVE TABLE ON SHEET 19

PROJ NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
COPYRIGHT(2022) PROFESSIONAL FIRM NO: 10138900

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH. 325-368-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'

A horizontal scale bar with a black and white alternating pattern. It is marked with '0' at the left end, '25' in the middle, and '50' at the right end.


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DATE	NO.	DESCRIPTION
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4 OF 16
CHERRY

119.56 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, CALLESPIE COUNTY, TEXAS

(SHEET 15)

LEGEND

- LEGEND
- 1/2" IRON PIN SET
 - 1/2" IRON PIN FOUND (UNLESS NOTED)
 - ⊙ IRON PIPE POST
 - △ CALCULATED POINT
-  GENERAL COMMON AREA
PRIVATE ROADWAY



CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARGIE FALLS, TEXAS 78854
TBPLS FIRM NO. 10126800

ECKERMAN ENGINEERING, INC.

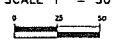
ENGINEER
CONTACT: (312)-336-8180
P.O. BOX 338
202 SPRING HO AVENUE
LAMPASAS, TEXAS 76550
TEXAS REGISTRATION # F-10496

LINE TABLE & CURVE TABLE ON SHEET 19

PROJ NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
COPYRIGHT: 2023 PROFESSIONAL FIRM NO: 10128500

1500 OLLIE LANE
MARBLE FALLS, TX. 78654
PH. 325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'



	2	
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DATE	NO.	DESCRIPTION
REVISIONS		

5 OF 18
SHEET

**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

CONVIO MAP FOR
118.56 ACRES
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

(SHEET 7)

PEDERNALES RIVER



(SHEET 5)



- LEGEND**
- 1/2" IRON PIN SET
 - 1/2" IRON PIPE FOUND
 - (UNLESS NOTED)
 - IRON PIPE POST
 - △ CALCULATED POINT
 - ▨ GENERAL COMMON AREA
 - ▤ PRIVATE ROADWAY

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

CONTACT: (325) 388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TELEPHONE: (325) 388-3300
FAX: (325) 388-3300
E-MAIL: INFO@CUPLINASSOCIATES.COM
WWW.CUPLINASSOCIATES.COM

ENGINEER: (325) 388-4160
P.L. BOYD, III
200 SOUTH MAIN AVENUE
MARBLE FALLS, TEXAS 78654
TELEPHONE: (325) 388-4160

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPT
APPROVED: D. STARK
DATE: 10/13/2023
PERFORMED ON: 10/13/2023
COPYRIGHT 2023

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH: 325-388-3300
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'

**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

194.58 ACRES ±
U.S. PUBLIC LANDS
FREDERICKSBURG, CALLEJUE COUNTY, TEXAS

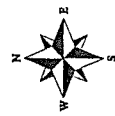
(SHEET 8)



(SHEET 9)

(SHEET 5)

(SHEET 15)



LEGEND

- 1/2" IRON PIN SET
- 1/2" IRON PIN SET (UNLESS NOTED)
- IRON PIPE POST
- △ CALCULATED POINT
- ▨ GENERAL COMMON AREA
- ▩ PRIVATE ROADWAY

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.
SURVEYOR REG. NO. 388-3300
1500 OLIVE LANE
MARBLE FALLS, TEXAS 78654
TELEPHONE (817) 255-8815
FAX (817) 255-8816
E-MAIL: CUP@CUPLIN.COM
WEBSITE: WWW.CUPLIN.COM
CONTACT: (817) 255-8816
202 SPRING HOLLOW AVENUE
LAPAS, TEXAS 78643
TELEPHONE (817) 255-8816
FAX (817) 255-8816

7 OF 19 SHEET

NO.	DATE	DESCRIPTION	REVISIONS
1			
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SCALE 1" = 50'

1500 OLIVE LANE
MARBLE FALLS, TX 78654
PH 352-388-3300 FAX 352-388-3301
WWW.CUPLINASSOCIATES.COM

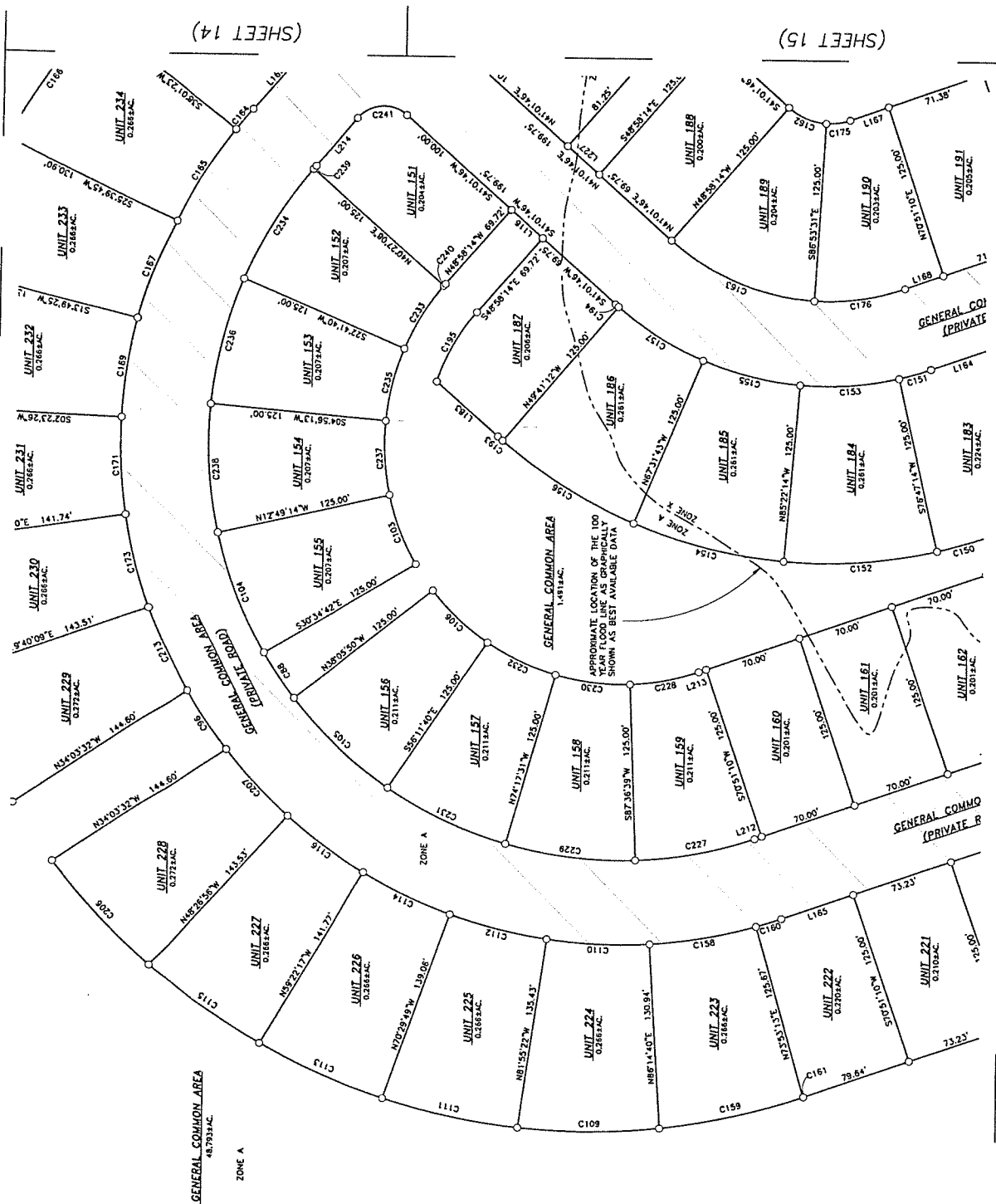
REG. NO. 321108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LFP
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2023
COPYRIGHT 2023

**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

119.56 ACRES
U.S. SURVEY SYSTEM
FREDERICKSBURG, GULF COUNTY, TEXAS

(SHEET 12)

(SHEET 13)



(SHEET 9)



LEGEND

○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND
△	IRON PIPE POST
△	IRON PIPE POST
△	CALCULATED POINT
---	GENERAL COMMON AREA
---	PRIVATE ROADWAY

ECKERMAN ENGINEERING, INC.
ENGINEER
1913-588-4160
P.O. BOX 134
203 SPRING HO AVENUE
MARBLE FALLS, TEXAS 78654
TAPLS PLAN NO. 10178500
TEXAS REGISTRATION # 1-10488

CUDLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.
SURVEYOR
1913-588-4160
P.O. BOX 134
203 SPRING HO AVENUE
MARBLE FALLS, TEXAS 78654
TAPLS PLAN NO. 10178500
TEXAS REGISTRATION # 1-10488

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		

1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
PH 125-388-3100/10178500
WWW.CUDLINASSOCIATES.COM
PROFESSIONAL PLAN NO. 10178500

SCALE 1" = 50'
0 25 50
FEET

UNCL. TABLE & CURVE TABLE ON SHEET 13

SHEET 8



CONDO MAP FOR
**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

119.58 ACRES
U.S. HIGHWAY 890
FREDERICKSBURG, CHILLESPIE COUNTY, TEXAS

CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

(SHEET 11)

LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
⊙	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY

ZONE A

GENERAL COMMON AREA
48.7938 AC.

S65°42'48"E 280.07'
(CALLED SOUTHERN BANK OF THE PEDERNALES RIVER PER RECORD DEED)
PEDERNALES RIVER
S73°34'30"

(SHEET 11)

(SHEET 12)

ZONE A

N023°15'W 200.55'
N023°15'00"W 200.55'
N035°32'W 200.78'
PEDERNALES RIVER
DON

(SHEET 9)

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TBP'S FIRM NO. 10126900

ECKERMAN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-956-8180
P.O. BOX 335
202 SPRING HAVEN AVENUE
LAMPASAS, TEXAS 78650
TEXAS REGISTRATION # F-10498

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/15/2022
COPYRIGHT: 2022
PROFESSIONAL FIRM NO. 10126900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH. 325-388-3300 FAX 325-388-3315
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'

LINE TABLE & CURVE TABLE ON SHEET 12

DATE	NO.	DESCRIPTION
	2	
	1	
REVISIONS		

SHEET
10 OF 19



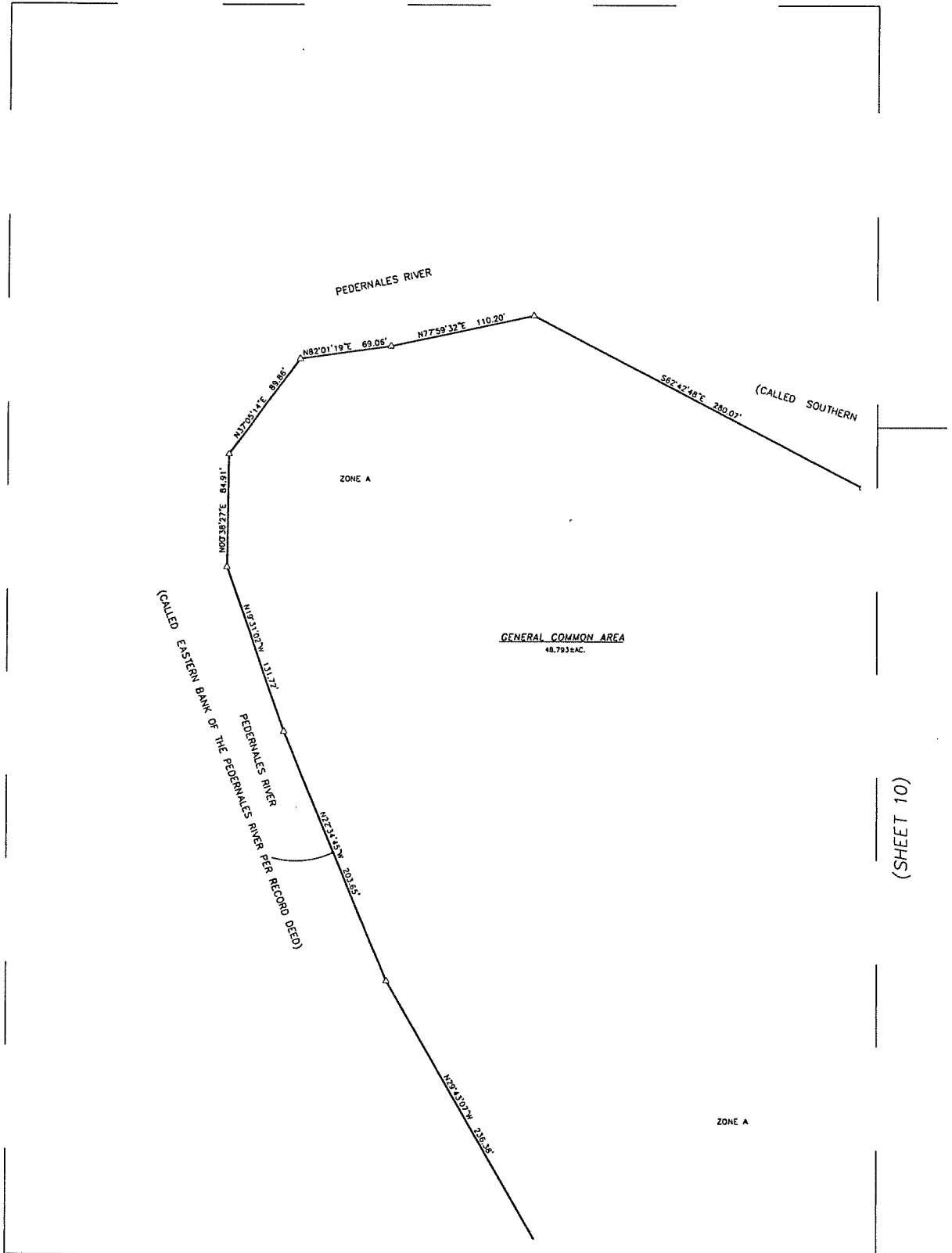
CONDO MAP FOR
**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

119.56 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS



LEGEND

- 1/2" IRON PIN SET
- 1/2" IRON PIN FOUND (UNLESS NOTED)
- ⊙ IRON PIPE POST
- △ CALCULATED POINT
- ▨ GENERAL COMMON AREA
- ▩ PRIVATE ROADWAY



(SHEET 10)

(SHEET 10)

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TOLLS FIRM NO. 10126900

ECKERMAN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-556-8160
P.O. BOX 338
202 SPRING HO AVENUE
LAUREL, TEXAS 78650
TEXAS REGISTRATION # F-10498

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPT
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
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PROFESSIONAL FIRM NO: 10126900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH. 325-388-3300 330-693-8813
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'

LINE TABLE & CURVE TABLE ON SHEET 18	
DATE	NO.
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11 OF 19
SHEET



LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
⊙	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY

CONDO MAP FOR
**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

119.36 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, CALLESPIC COUNTY, TEXAS

CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

(SHEET 10)

(SHEET 13)

ZONE A

GENERAL COMMON AREA
48.793±AC.

(SHEET 9)

(SHEET 8)

PEDERNALES RIVER

S73°34'30"E 449.87'

S75°54'52"E 110.13'

S79°37'32"E 84.63'

S72°06'59"E 21.1'

UNIT 228
0.272±AC.

UNIT 229
0.372±AC.

UNIT
0.268±AC.

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TDLPLS FIRM NO. 10128900

ECKERMAN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-555-8160
P.O. BOX 354
202 SPRING HAVEN AVENUE
LAMPASAS, TEXAS 76850
TEXAS REGISTRATION # F-10498

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
COPYRIGHT: 2022
PROFESSIONAL FIRM NO: 10128900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH. 325-388-3300 FAX 325-388-3313
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'
0 25 50

LINE TABLE & CURVE TABLE ON SHEET 13

DATE	NO.	DESCRIPTION
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REVISIONS		

12 OF 19
SHEET



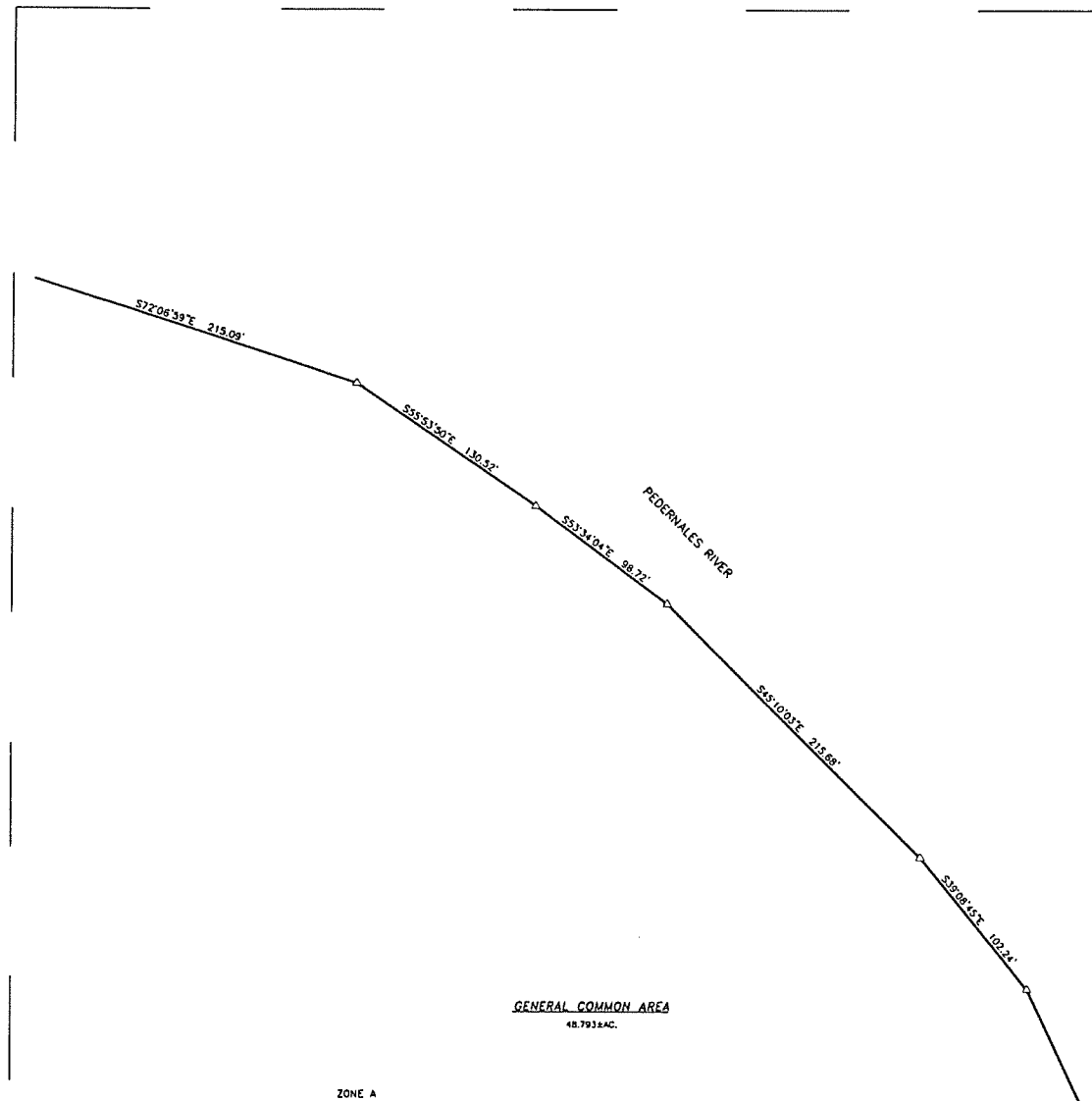
CONDO MAP FOR ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY

119.38 ACRES
U.S. HIGHWAY 390
FREDERICKSBURG, CALLESCHE COUNTY, TEXAS

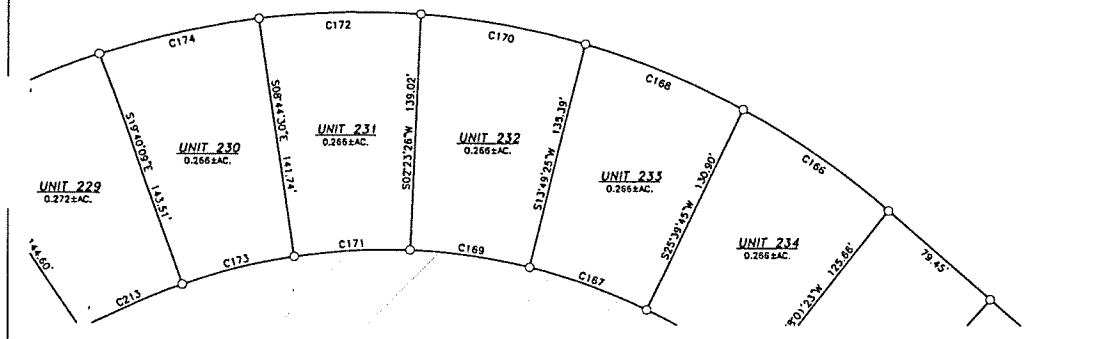
CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA PRIVATE ROADWAY

(SHEET 12)



(SHEET 14)



(SHEET 8)

(SHEET 14)

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TOLPLS FIRM NO. 10126900

ECKERMAN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-556-8180
P.O. BOX 338
702 SPRING NO AVENUE
LAMPASAS, TEXAS 78350
TEXAS REGISTRATION # F-10498

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPT
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
COPYRIGHT 2023
PROFESSIONAL FIRM NO. 10126900

1500 OLLIE LANE
MARBLE FALLS, TX, 78654
PH. 325-388-3300 FAX 325-388-3815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'
0 25 50

LINE TABLE & CURVE TABLE ON SHEET 13

DATE	NO.	DESCRIPTION
	2	
	1	
REVISIONS		

13 OF 19
SHEET

CONDO MAP FOR
**ARCH RAY CONDOMINIUM
RV & CABIN COMMUNITY**

119.28 ACRES
UNIT 232-238
FREDERICKSBURG, CALLESTE COUNTY, TEXAS

(SHEET 13)

GENERAL COMMON AREA
48,793.14 AC

(SHEET 13)

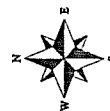
ZONE A

PEDERNALES RIVER

(SHEET 15)

(SHEET 16)

(SHEET 8)



LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND
○	ELECTRIC POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.
SURVEYOR LICENSE NO. 1251-388-3300
1500 OLLIE LANE
AMARILLO, TEXAS 79104
PHONE: 806.435.1010
FAX: 806.435.1011

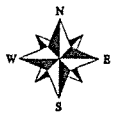
EVERMAN ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEER
CONTACT: (912) 584-8180
200 SPRINGWOOD AVENUE
LAMPASAS, TEXAS 76250
TEAS REGISTRATION # T-10486

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
CHECKED BY: L.F.
APPROVED BY: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
CITY: FREDERICKSBURG, TEXAS

1500 OLLIE LANE
AMARILLO, TEXAS 79104
PH: 806.435.1010
WWW.CUPLINASSOCIATES.COM

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1			
2			

SCALE 1" = 50'
1" = 100'



ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY

119.56 ACRES
U.S. HIGHWAY 290
FREDRICKSBURG, COLLINGS COUNTY, TEXAS

CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

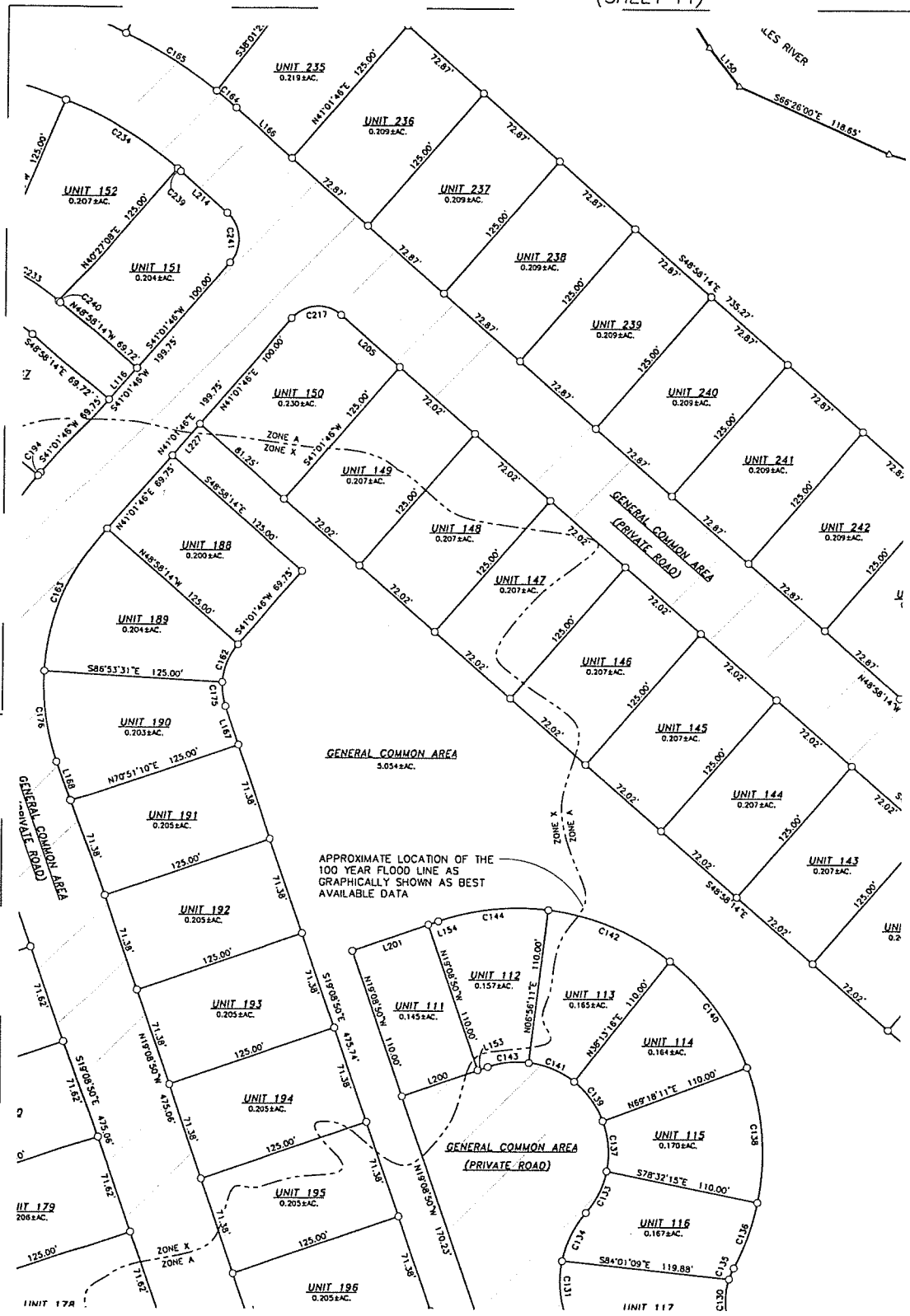
(SHEET 14)

LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY

(SHEET 8)

(SHEET 7)

(SHEET 16)



(SHEET 5)

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TEPLS FIRM NO. 10128900

ECKERMAN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-356-8180
P.O. BOX 518
202 SPRING HO AVENUE
LAMPASAS, TEXAS 78650
TEXAS REGISTRATION # T-10486

PROJ. NO. 221108	PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF	APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022	PROFESSIONAL FIRM NO. 101316900
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MARBLE FALLS, TX. 78654
PH. 325-388-3300 FAX. 325-388-3300
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'

UNIT TABLE & CURVE TABLE ON SHEET 15

REVISIONS	
DATE	DESCRIPTION
1	
2	

15 OF 19
SHEET



ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY

119.56 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

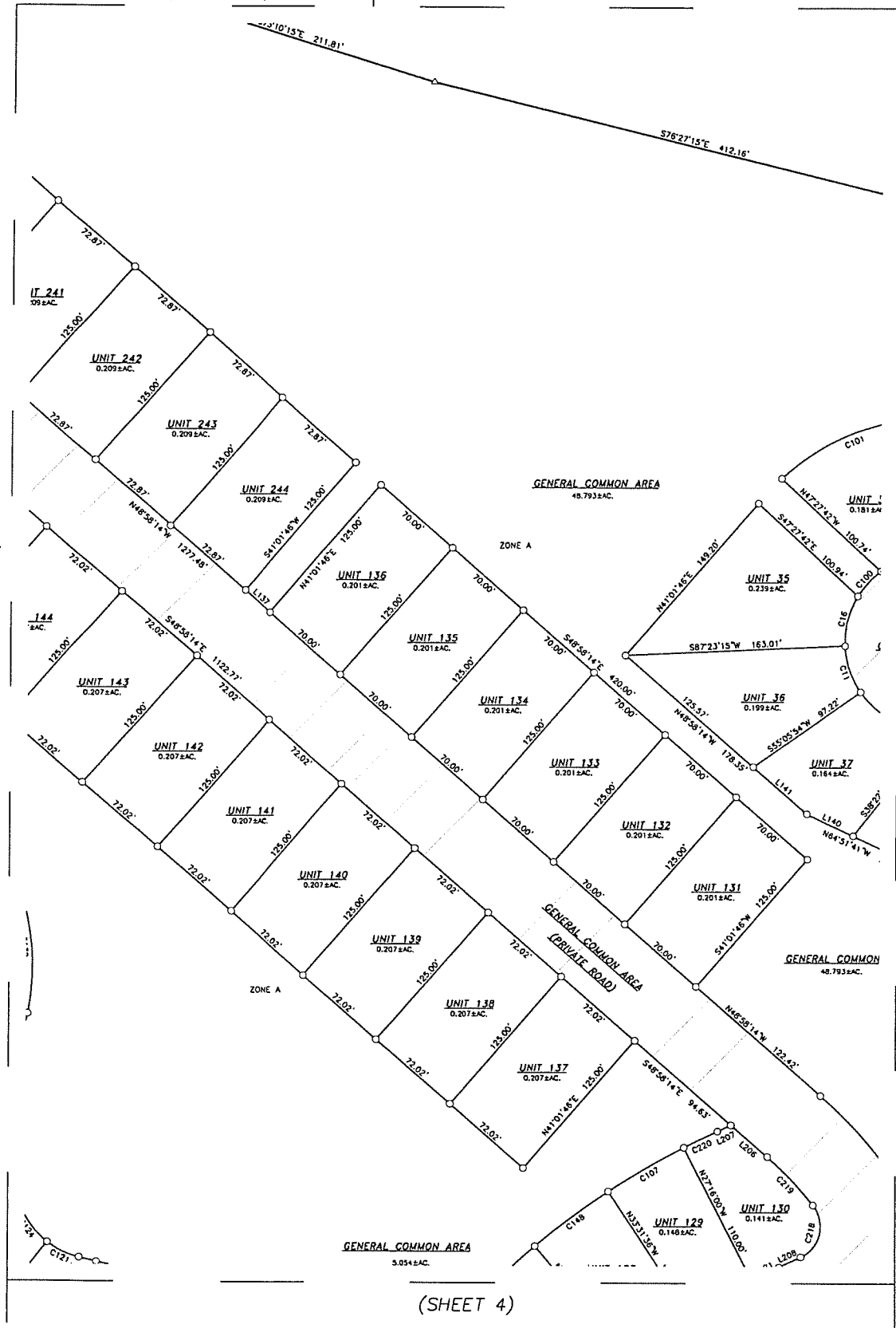


(SHEET 14)

LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
⊙	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY

(SHEET 15)

(SHEET 17)



(SHEET 4)

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-388-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TEPLS FIRM NO. 10128900

ECKERMAN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-556-8160
P.O. BOX 338
302 SPRING HILL AVENUE
LAMPASAS, TEXAS 78550
TEXAS REGISTRATION # F-10498

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
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PROFESSIONAL FIRM NO. 10128900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH. 325-388-3300/830-693-8815
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'
0 25 50

LINE TABLE & CURVE TABLE ON SHEET 18

DATE	NO.	DESCRIPTION
	1	
	2	
REVISIONS		

16 OF 19
SHEET



LEGEND	
	1/2" IRON PIN SET
	1/2" IRON PIN FOUND (UNLESS NOTED)
	IRON PIPE POST
	CALCULATED POINT
	GENERAL COMMON AREA
	PRIVATE ROADWAY

CONDO MAP FOR ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY

119.54 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, GILLESPIE COUNTY, TEXAS

CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS



CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325)-348-3500
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78054
TIFL'S FIRM NO. 10126900

ECKERMANN ENGINEERING, INC.

ENGINEER
CONTACT: (512)-556-8180
P.O. BOX 338
302 SPRING RIDGE AVENUE
LAMPASAS, TEXAS 78650
TEXAS REGISTRATION # F-10488

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH: LPF
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
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PROFESSIONAL FIRM NO. 10126900

1500 OLLIE LANE
MARBLE FALLS, TX. 78054
PH. 325-388-3300/330-693-8813
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'
0 25 50
DATE NO. DESCRIPTION
REVISIONS

LINE TABLE & CURVE TABLE ON SHEET 19

17 OF 19
SHEET



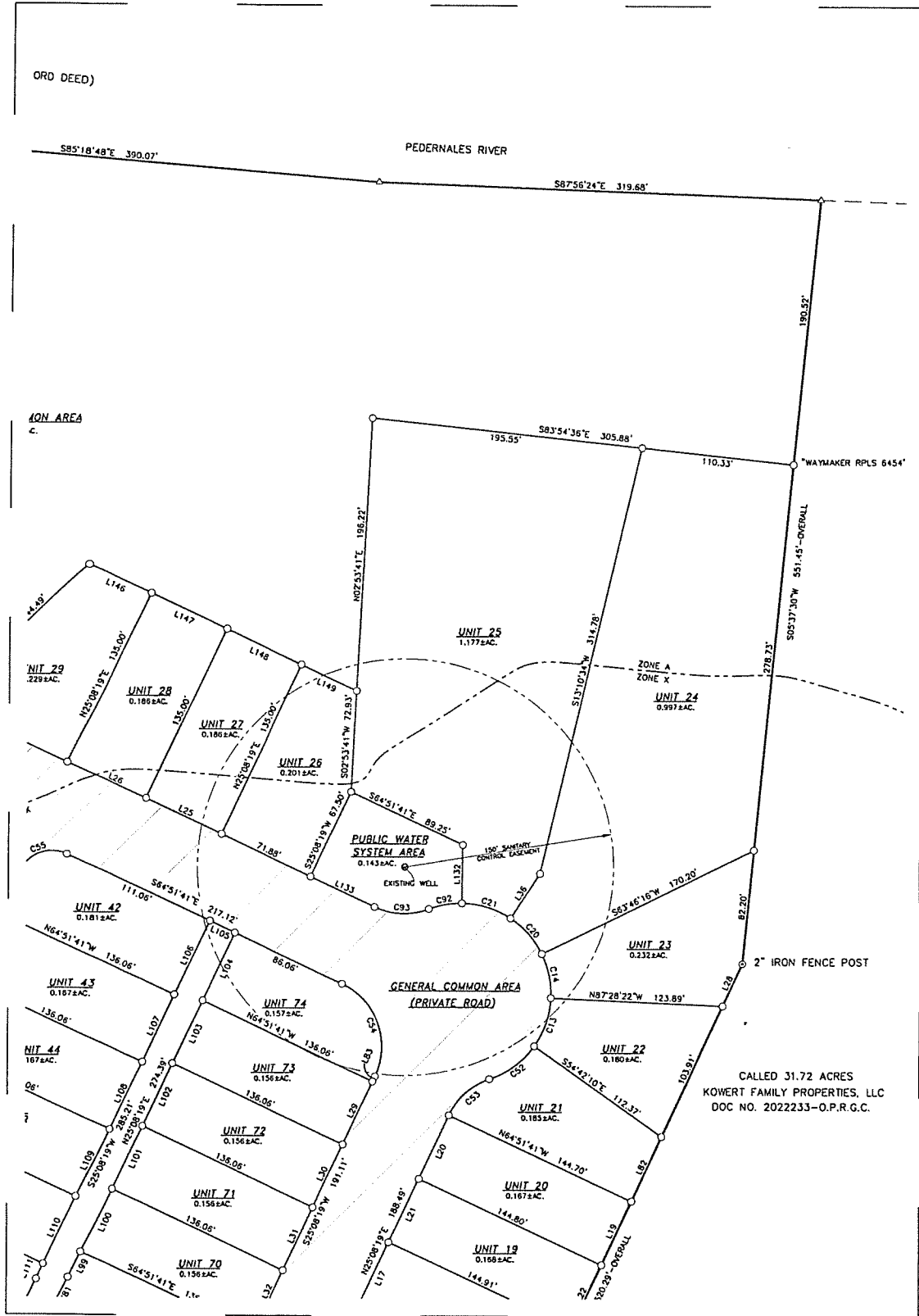
ARCH RAY CONDOMINIUM RV & CABIN COMMUNITY

119.56 ACRES
U.S. HIGHWAY 290
FREDERICKSBURG, CALLESCIO COUNTY, TEXAS

CUPLIN & ASSOCIATES, INC.
LAND SURVEYORS & PLANNERS

LEGEND	
○	1/2" IRON PIN SET
●	1/2" IRON PIN FOUND (UNLESS NOTED)
○	IRON PIPE POST
△	CALCULATED POINT
▨	GENERAL COMMON AREA
▩	PRIVATE ROADWAY

(SHEET 17)



(SHEET 2)

CUPLIN & ASSOCIATES LAND SURVEYORS & PLANNERS, INC.

SURVEYOR
CONTACT: (325) 368-3300
1500 OLLIE LANE
MARBLE FALLS, TEXAS 78654
TOLPS FIRM NO. 10126900

ENGINEER

CONTACT: (512) 556-8160
P.O. BOX 338
202 SPRING HO AVENUE
LAMPASAS, TEXAS 78650
TEXAS REGISTRATION # F-10496

PROJ. NO. 221108
PREPARED FOR: ARCH RAY DEVELOPMENTS, LLC
TECH. LPS
APPROVED: D. STARK
FIELDWORK PERFORMED ON: 10/13/2022
COPYRIGHT: 2023
PROFESSIONAL FIRM NO. 10126900

1500 OLLIE LANE
MARBLE FALLS, TX 78654
PH: 254-385-3300/300-691-8915
WWW.CUPLINASSOCIATES.COM

SCALE 1" = 50'
0 25 50

LINE TABLE & CURVE TABLE ON SHEET 18

REVISIONS	
DATE	DESCRIPTION
2	
1	

18 OF 18
SHEET

COPY



22 pgs
AMEND

20233665

THIS DOCUMENT HAS
NOT BEEN COMPARED TO
ORIGINAL FILED DOCUMENT

**AMENDED AND RESTATED
DESIGN STANDARDS
ARCH RAY CONDOMINIUMS**

DECLARANT:

Arch Ray Developments, L.L.C.,
a Texas limited liability company
312 Schmitzinsky Rd.
Fredericksburg, Texas 78624

THESE AMENDED AND RESTATED DESIGN STANDARDS FOR ARCH RAY CONDOMINIUMS ("Design Standards") is made by Arch Ray Developments, L.L.C., a Texas limited liability company ("Declarant"), in conformance with the provisions of that certain DECLARATION OF CONDOMINIUM REGIME FOR ARCH RAY CONDOMINIUMS (the "Declaration"), incorporated herein by reference, and further in conformance with the RESERVATION OF DECLARANT RIGHTS, also incorporated herein by reference, and are as follows:

ARTICLE I.A ARCHITECTURAL AND AESTHETIC STANDARDS

The Architectural and Aesthetic Standards set forth in this Article I.A are for the Cabin Units, as described and shown on Exhibit "B" of the First Amendment of the Declaration of Condominium Regime Arch Ray Condominiums, dated of even date herewith and recorded contemporaneously.

1.1 Aesthetic Appeal. The ARC may disapprove the construction design of any Improvement on purely aesthetic grounds. Any prior decisions of ARC regarding matters of design or aesthetics shall not be deemed to have set a precedent if, in its sole discretion, the ARC feels that the repetition of such actions would have any adverse effect on the community. It is the express intent of the Declarant that the Property be finished out and reflect the Texas Hill Country architecture and style. All submissions must conform to the Texas Hill Country architecture and style.

1.2 Prohibited Elements. The following architectural elements are prohibited within Arch Ray Condominiums, unless expressly approved in advance and in writing by the ARC:

Roofs

- Flat roofs.
- Roofs that are too steep or too shallow for the style of the home.
- Shed roofs except as incidental to the main roof.

Design Elements

- Stove pipe chimneys and metal chimney caps.
- Random roof penetrations, vents or skylights facing a right of way.
- White or bubble skylights.
- Mirrored glass.

Materials and Colors

- Synthetic wood-siding; provided, however, that wood siding made from actual cedar, redwood or cypress wood and that is connected by tongue & groove or lap joint methods shall be permitted.
- Stone which appears glued on; however, use of native stone natural to the area or brick along the same color range is allowed (acceptable stone, rock and brick colors will be provided with construction application).
- Vivid, inappropriate colors (acceptable color palette will be provided with construction application)

1.3 Building Envelope. The building envelope is that portion of a Unit excluding the setbacks on which Improvements and outdoor private spaces will be constructed. Each Improvement within the building envelope must conform to the maximum building height requirements set forth in

these Design Standards. Each Owner is advised to consult the ARC with respect to particular setbacks on his or her Unit. The ARC reserves the right to establish a building envelope for certain Units that would include specific setbacks for such Units. For example, the ARC has the right to prohibit construction of Improvements within a certain distance from boundary line of a Unit. In the event of any disagreement regarding the setbacks or building envelope of a Unit, the decision of the ARC controls.

Landscape structures (such as trellises and/or arbors), walls over four feet (4') and landscaping that have the potential to block views are discouraged in areas where adjacent Units or common areas may be affected.

1.4 Height and Views. Unless otherwise approved in advance by the ARC, no Improvement or structure may exceed twenty feet (20') in height to the top of the main structure (exclusive of chimneys, copulas and ventilators) as measured according to the following definition: the vertical distance between the lowest finished floor elevation at any point within the structure and the center of the roof line. Unless otherwise approved in advance by the ARC, no Improvement or residential structure may exceed twenty-five feet (25') in height (inclusive of chimneys and ventilators) as measured according to the following definition: top of the primary structure from the uphill side of the Unit. The ARC has the authority to withhold its approval of an Improvement's height notwithstanding the previous provisions if the ARC determines that the proposed height is not compatible with adjacent structures or is not responsive to existing or anticipated structure heights on Units located above or below the Unit on which the proposed Improvement will be constructed. Views are neither guaranteed, preserved nor protected within the Property.

1.5 Exterior Materials. Unless otherwise approved in writing by the ARC, the exterior Improvement material shall be constructed of horizontal or vertical siding manufactured out of fiber-cement (e.g. "HardiPlank®") or approved masonry. The ARC encourages the restrained use of a variety of materials.

No more than six (6) inches at the bottom of a slab may be left exposed; the remainder must be covered with the same material as the exterior wall (a maximum six (6) inch allowable exposed lug). All portions of exposed slab must be underpinned. The ARC may require that the remaining exposed portion of the foundation be concealed by landscaping approved in advance by the ARC.

1.6 Color Palette. Unless otherwise approved in advance by the ARC, the exterior color of Improvements on all Units must conform to the color palette provided by the ARC, which shall consist of Earth tones, for both paint and stain. Accent colors shall be allowed at entry doors from a paint manufacturer's "Historical Colors" selections.

1.7 Improvement Materials. All Improvement materials must be approved in advance by the ARC. All projections from an Improvement, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior steps must, unless otherwise approved by the ARC, match the color of the surface from which they project. No highly reflective finishes (other than glass, which may not be mirrored) may be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

1.8 **Building Coverage.** Maximum floor area for interior heated space is 1,500 square feet for all primary dwelling Improvements. Exterior porches, whether enclosed or open, shall not exceed 850 square feet. No structure may be more than one (1) story.

1.9 **Windows.** Combinations of double hung, casement, or fixed wood, aluminum, vinyl-clad, or fiberglass windows are required. Snap-in window grids are prohibited. Multi-pane windows and doors are encouraged.

1.10 **Roofs.** The pitch, color and composition of all roof materials must be approved in writing by the ARC. Roof material shall be non-reflective standing seam metal or galvalume. All roof materials shall be a muted earth or natural tone color as approved by the ARC. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the ARC. Solar panels may be installed on Improvements but must be flush with the grade of the roof and must be located on the rear of the Improvement.

1.11 **Garages.** All garages shall be approved in advance of construction by the ARC. The Improvements on each Unit may contain a private, enclosed garage. Carports or other open automobile storage units will be permitted if approved by ARC. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening into a garage (e.g., side-entry or front-entry) must be approved in advance by the ARC. The parking of vehicles in the yard of any Unit is not permitted. The driveway must also be able to accommodate two (2) additional vehicles.

1.12 **Driveways.** The design of all driveways must be approved in advance by the ARC. All driveways shall be surfaced with pre-cast concrete pavers, decomposed granite, asphalt or similar substances approved by the ARC.

The minimum width of a driveway is eighteen feet (18') and the maximum width of a driveway is twenty-two feet (22'). Drives shall intersect the street at as close to ninety degrees (90°) as possible. All driveways must be at least ten feet (10') from adjacent Unit boundary lines, unless otherwise approved in advance by the ARC. One driveway entry is allowed per Unit. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as well as the driveway area between the property line and the garage.

If the driveway is raised significantly above finished grade (which will be determined by the ARC, in its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the ARC.

1.13 **Exterior Lighting.** Exterior lighting will be kept to a minimum, but consistent with good security practices and customary traditional single-family residential use and shall face in a downward direction (except for tree lighting as done by the Association) so as to mitigate light pollution and minimize light spillage beyond Unit lines onto surrounding properties or project above the horizontal plane. Lighting practices that minimize light pollution, glare and light trespass are strongly encouraged.

Except for accent lighting, wall mounted lights should be directed downward only, to prevent light spillage. Soffit mounted light fixtures should be recessed into the soffit or otherwise fully shielded. Ground mounted or other upward directional lighting will be permitted only where some form of shielding or light baffling is provided so that a soft, uniform light quality on the tree or wall with minimum light spillage beyond is achieved.

No exterior light whose direct source is visible from a street or neighboring Unit or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior lighting must be approved in advance by the ARC.

Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Holiday lighting is an exception for a maximum length of time beginning no earlier than mid-November and ending by mid-January of each year. Sodium, mercury vapor, or bare HID yard lights are not allowed. All exterior light temperatures may not exceed 3,000 K.

1.14 Accessory Improvements. Accessory Improvements, including detached garages, Accessory Dwelling Units and storage buildings shall be constructed of the same materials and with the same quality of construction as the primary residential structure and must be approved in advance by the ARC. The ARC will be entitled to determine, in its sole and absolute discretion, whether an Accessory Improvement or outbuilding proposed to be constructed on any Unit is permitted and complies with the foregoing requirements. Metal storage sheds are expressly prohibited. Any Accessory Improvement should be placed on a Unit so as to have the view of any such structure be minimized from public view and from adjoining Units.

1.15 Miscellaneous.

A. Address Markers and Mailboxes. Address markers must conform to specifications established by the ARC. Mail will be delivered to Arch Ray Condominiums community mailbox located at the discretion of the ARC. No individual mailboxes on Units are permitted.

B. Barbecue Grills. Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Unit and are not visible from any right of way. The use of built-in grills is encouraged.

C. Unsanitary Vehicles and Vehicle Repair. All trailers, graders, trucks other than pickups, boats, tractors, camper shells, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in use, in enclosed structures or screened from view. No repair or maintenance work shall be done on any of the preceding or any automobile (other than washing, cleaning, tire changing, and minor emergency repairs) except in enclosed garages or other structures.

D. Trash. Rubbish and debris of any kind shall not be placed or permitted to accumulate upon any Unit, and no odors shall be allowed to arise from that place so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be stored within enclosed structures or appropriately screened from view.

F. Signs. No sign of any kind shall be displayed to the public view on a Unit.

G. Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of Unit. It is prohibited for any person to make, assist in making, permit, continue, cause to be made or continued, or allow the continuance of any sound that exceeds

decibel levels as established by the City of Fredericksburg. Any sound that exceeds the levels set forth City of Fredericksburg Zoning Ordinance is subject to a fine by the Association. For more detailed information, please refer to the City's website- <http://www.fbgtx.org>.

ARTICLE I.B ARCHITECTURAL AND AESTHETIC STANDARDS

The Architectural and Aesthetic Standards set forth in this Article I.B are for the RV Units, as described and shown on Exhibit "B" of the First Amendment of the Declaration of Condominium Regime Arch Ray Condominiums, dated of even date herewith and recorded contemporaneously.

1.1 RV Units - Improvements. Each RV Unit shall include a hard surface pad site topped with base material, crushed stone or gravel that is a maximum of 45' x 12', and an electrical pedestal with 50-100 amp electric capacity. The portion of the RV Unit that is not pad site shall be open space with grass or other pervious cover. Water and full sewer hook ups and fiber optic cable shall be available at the boundary of each RV Unit.

1.2 RV Units – Personal Property Improvements. All RV's and Motorhomes placed on an RV Unit must be a Class A road worthy trailer or motorcoach that has current and valid registration. An RV shall be defined as means a nonmotorized vehicle that is designed to be towable by a motor vehicle for temporary human habitation for uses including recreational camping or seasonal use, and is 400 square feet or less when measured at the largest horizontal projection when in the set up mode, and is permanently built on a single chassis. A Motorhome shall be defined as a motorized vehicle situated on a multitude of chassis including a van chassis, 1 ton single wheel chassis, a 1 ton dual wheel chassis, a mini bus chassis, and up to a full size bus chassis, which include at a minimum, a self-contained living area, refrigerator, stove, bathroom, bed and closet.

1.3 RV Units – Prohibited Improvements. Only RVs and Motorhomes, as defined in Article I.B, 1.2 shall be allowed or placed on an RV Unit for habitation, temporary or otherwise. The ARC may disapprove any RV or Motorhome Improvement on purely aesthetic grounds. Any prior decisions of ARC regarding matters of design or aesthetics shall not be deemed to have set a precedent if, in its sole discretion, the ARC feels that the repetition of such actions would have any adverse effect on the community.

1.4 Pad Site. A pad site may only be placed in a location on an RV Unit that is approved by the ARC.

1.5 Driveways. The design of all driveways must be approved in advance by the ARC. All driveways shall be surfaced with pre-cast concrete pavers, decomposed granite, asphalt or similar substances approved by the ARC.

The minimum width of a driveway is eighteen feet (18') and the maximum width of a driveway is twenty-two feet (22'). Drives shall intersect the street at as close to ninety degrees (90°) as possible. All driveways must be at least ten feet (10') from adjacent Unit boundary lines, unless otherwise approved in advance by the ARC. One driveway entry is allowed per Unit. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage.

If the driveway is raised significantly above finished grade (which will be determined by the ARC, in its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the ARC.

1.6 Exterior Lighting. Exterior lighting will be kept to a minimum, but consistent with good security practices and shall face in a downward direction (except for tree lighting as done by the Association) so as to mitigate light pollution and minimize light spillage beyond Unit lines onto surrounding properties or project above the horizontal plane. Lighting practices that minimize light pollution, glare and light trespass are strongly encouraged.

Except for accent lighting, wall mounted lights should be directed downward only, to prevent light spillage. Ground mounted or other upward directional lighting will be permitted only where some form of shielding or light baffling is provided so that a soft, uniform light quality on the tree or wall with minimum light spillage beyond is achieved.

No exterior light whose direct source is visible from a street or neighboring Unit or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior lighting must be approved in advance by the ARC.

Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Holiday lighting is an exception for a maximum length of time beginning no earlier than mid-November and ending by mid-January of each year. Sodium, mercury vapor, or bare HID yard lights are not allowed. All exterior light temperatures may not exceed 3,000 K.

1.7 Accessory Improvements. Accessory Improvements, including detached garages, Accessory Dwelling Units and storage buildings are prohibited on RV Units.

1.8 Miscellaneous.

A. Address Markers and Mailboxes. Address markers must conform to specifications established by the ARC. Mail will be delivered to Arch Ray Condominiums community mailbox located at the discretion of the ARC. No individual mailboxes on Units are permitted.

B. Barbecue Grills. Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Unit and are not visible from any right of way. The use of built-in grills is encouraged.

C. Unsightly Vehicles and Vehicle Repair. All trailers, graders, trucks other than pickups, boats, tractors, camper shells, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in use, in enclosed structures or screened from view. No repair or maintenance work shall be done on any of the preceding or any automobile (other than washing, cleaning, tire changing, and minor emergency repairs) except in enclosed garages or other structures.

D. Trash. Rubbish and debris of any kind shall not be placed or permitted to accumulate upon any Unit, and no odors shall be allowed to arise from that place so as to render any portion of the property unsanitary, unsightly, offensive or detrimental to any other property or its

occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be stored within enclosed structures or appropriately screened from view.

F. Signs. No sign of any kind shall be displayed to the public view on a Unit.

G. Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of Unit. It is prohibited for any person to make, assist in making, permit, continue, cause to be made or continued, or allow the continuance of any sound that exceeds decibel levels as established by the City of Fredericksburg. Any sound that exceeds the levels set forth City of Fredericksburg Zoning Ordinance is subject to a fine by the Association. For more detailed information, please refer to the City's website- <http://www.fbgtx.org>.

ARTICLE II LANDSCAPE GUIDELINES

2.1 **Planting Guidelines.**

A. General.

- (i) A landscape plan must be submitted for all Units and design of the landscaping should be considered as a part of the architectural design process. Submittal of a landscape plan may be deferred a maximum of 6 months from approval of the final plans, upon approval of a deferment application.
- (ii) Landscape designs must contain a variety of plant materials arranged in a manner consistent with the native landscape. Informal, natural groupings are suitable; long linear hedges and large expanses of single plant species are not permissible.
- (iii) Landscape plans shall show the location of all proposed plant materials and include a plant legend comprised of plant species, quantities, and sizes at the time of planting.
- (iv) Turf species shall be native species approved in advance by the ARC.
- (v) Landscape designs shall not emphasize or draw attention to property lines.
- (vi) Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties.
- (vii) Hardscape elements in the landscaping must be in scale with the home and associated structures. Sculptures and fountains are subject to approval by the ARC.

B. Xeriscaping. As part of the installation and maintenance of landscaping on an Owner's Unit, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the ARC. All Owners implementing Xeriscaping shall comply with the following:

- (i) **Application.** Approval by the ARC is required prior to installing Xeriscaping. To obtain the approval of the ARC for Xeriscaping, the Owner shall provide

the ARC with the following information: (a) the proposed site location of the Xeriscaping on the Owner's Unit; (b) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (c) the percentage of yard to be covered with gravel, rocks and cacti (the "Xeriscaping Application"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ARC is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the ARC for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

- (ii) Approval Conditions. Unless otherwise approved in advance and in writing by the ARC each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:
- (iii) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the ARC. For purposes of this Article II, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Unit plan may be denied if the ARC determines that: a) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or b) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Unit.
- (iv) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard.
- (v) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Units, as reasonably determined by the ARC.
- (vi) Process. The decision of The ARC will be made within a reasonable time, or within the time period otherwise required by the Declaration which govern the review and approval of Improvements.
- (vii) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the ARC, installation of the Xeriscaping must:
 - a. strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the ARC may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or
 - b. remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Covenant and may subject the Owner to fines and penalties. Any requirement imposed by The ARC to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the

approved Xeriscaping Application shall be at the Owner's sole cost and expense.

THE AMOUNT OF IMPERVIOUS COVER WHICH MAY BE INCORPORATED INTO A UNIT IS LIMITED. IF YOU EXCEED THE ALLOCATION, YOU WILL HAVE VIOLATED THE TERMS AND PROVISIONS OF THE DECLARATION AND DESIGN STANDARDS.

2.2 Landscape Inspection. The ARC may, upon completion of the installation of landscaping, conduct an on-site inspection of the Unit to ensure compliance with the approved plan.

2.3 Retaining Walls, Steps and Storm Water Management; Retaining Wall Guidelines. The design, placement and materials of all retaining walls must be approved in advance by the ARC. All approved retaining walls must be faced (veneered) with masonry approved in advance by the ARC. Each retaining wall must be adequately drained on the surcharge side. The tops of retaining walls are to be shaped to blend with natural contours. Ends of retaining walls shall not be abrupt, but are to be designed to create natural-looking transitions with the existing landforms and vegetation. In general, retaining walls may not delineate or parallel setback boundaries or property lines for long distances. Retaining walls are to utilize multiple vertical and horizontal offsets that step with the site's topography and house design. Stacked boulder retaining walls may be approved provided the walls are either:

- "Fitted" stones with ample planting crevices or pockets; and,
- Appear as a natural boulder slope with planting.

2.4 Fences and Walls. The plans and specifications for all fencing to be constructed on a Unit must be drawn on a previously approved copy of the Site Plan and must be submitted to the ARC for review and approval prior to installation. The construction of a fence on any Unit is optional. Any fence constructed within a utility and/or drainage easement (i) may not impede the access to or purpose of the easement; and (ii) is subject to removal at the Owner's expense. All fences must be a minimum of four feet (4') and a maximum of eight feet (8') in height and constructed of cedar wood, stained or natural, constructed in a vertical or horizontal pattern. Trash containers and HVAC condenser units must be consolidated into one central screened area.

2.5 Irrigation Systems. The objectives related to irrigation systems are:

- to minimize the amount of landscape irrigation required through water sensitive landscape design.
- to utilize irrigation systems that provide efficient water coverage and minimize water usage and runoff.
- to ensure adequate levels of irrigation using automated systems to promote optimal plant growth and the establishment of a mature landscape.

Landscaped areas within the building envelope may be irrigated if required. The use of drought tolerant plantings combined with minimal irrigation must be the basis of all landscape submittals. If irrigation is necessary, the use of automatic underground drip irrigation systems in non-turf areas is recommended. An Owner should group plant materials according to their water consumption needs. All irrigation systems will utilize an automatic, programmable controller to maximize efficiency, and

employ double detector check valves to prevent backflow. Irrigation systems shall include a rainfall monitoring system, to minimize water consumption and over-watering.

ARTICLE III EROSION CONTROL AND CONSTRUCTION REGULATIONS

The following requirements shall apply to all construction activities within The Arch Ray Condominiums. Periodic inspections by a representative of the ARC may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines may be levied against the Owner.

3.1 Erosion Control Installation and Maintenance. It is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction. At a minimum, these will consist of silt fences. It is the responsibility of the Owner's contractor to ensure the proposed erosion control methods are adequate and maintained throughout the construction period. Additional erosion control measures may be required and Owners and their contractors are strongly encouraged to review any city or county regulation. Silt fencing is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site. The Owner should anticipate that built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately. If for any reason the silt fence is to be temporarily removed, please contact a representative of the ARC prior to the removal.

3.2 Construction Access. All contractors must access the construction area only through the Arch Ray Condominiums' designated construction entrance. All concrete truck drivers shall use the designated "wash-out" area for cleaning their trucks.

3.3 Security. Neither the Declarant, the Association, nor the ARC will be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Gillespie County Sheriff's Department and then notify a representative of the ARC.

3.4 Construction Hours. Unless a written waiver is obtained from the ARC, construction may take place only during the following hours: Monday through Friday from 7:30 a.m. until 7:00 p.m., and on Saturdays from 8:00 a.m. until 6:00 p.m. No construction noise over 75 decibels shall be permitted on Saturdays. There shall be no construction on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

3.5 Material and Equipment Storage. All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners and contractors may not disturb, damage or trespass on other Units or adjacent property.

3.6 Insurance. The ARC requires an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the ARC as additional insureds, in an amount to be determined, from time to time by the ARC.

3.7 **Site Cleanliness.** During the construction period, each construction site shall be kept neat and shall be properly policed. Owners and contractors shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. The ARC will have the authority to require that one dumpster be provided to serve no more than four Units. In addition to any dumpster, a trash receptacle approved in advance by the ARC will be located on each Unit during construction. Trash receptacles must be emptied periodically and will not be permitted to overflow. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. The dumping, burying or burning of trash is not permitted anywhere within the Arch Ray Condominiums. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Any damage will be charged to the Owner. Crawler tractors are not to be operated on paved or concrete surfaces. Any damage must be repaired by contractor or Owner. Mud, dirt and other construction debris tracked off site must be cleaned on a daily basis.

3.8 **Sanitary Facilities.** During construction, a temporary sanitary facility (chemical toilet) shall be provided and maintained in a location approved in advance by the ARC, which shall be no farther than three-hundred feet (300') from the job site which the sanitary facility serves.

3.9 **Schedule of Fines.** Listed below is the schedule of fines which may be assessed. PLEASE BE ADVISED THAT FINES ARE NOT IN LIEU OF ANY COSTS CHARGEABLE AGAINST AN OWNER FOR REPAIRS OR RESTORATION.

SCHEDULE OF FINES

Premature Clearing	\$500
Construction Without ARC Approval	\$1,500 Approval
Inadequate Construction Entry	\$250/day
Inadequate/Removed Silt Fence	\$250 minimum
Excessive Mud/Debris on Street	\$250 plus \$50/day
Excessive Construction Debris	\$250 plus \$50/day
No Dumpster Provided	\$150 plus \$50/day
No Chemical Toilet Provided	Minimum of \$150 plus \$50/day
Violation of Construction Times	\$250 minimum
Encroachment on Adjacent Properties	\$750 minimum + repair costs
Damage to Streets, Curbs, Infrastructure	\$500 minimum + repair costs
Failure to Obtain Certificate of Occupancy from ARC	\$1,500 minimum
Miscellaneous Violation of Construction Rules	To be determined

3.10 **Duration of Construction.** An Improvement shall be complete and available for occupancy on or before twelve (12) months after the start of construction.

ARTICLE IV OVERVIEW OF DESIGN REVIEW PROCESS

Improvement plans will be carefully reviewed by the ARC to ensure that the proposed design is compatible with the design intent at Arch Ray Condominiums. This design review process must be followed for any of the following Improvements:

- Construction of all new Improvements;

- The renovation, expansion or refinishing of the exterior of an existing Improvement;
- Major site and/or landscape Improvements (including driveways and/or culverts); and
- Construction of, or additions to, fences or enclosure structures.

The ARC evaluates all development proposals on the basis of these Design Standards. Some of the Design Standards are written as broad standards and the interpretation of these standards is left up to the sole discretion of the ARC. Other Design Standards, such as Improvement height or setbacks, are more definitive, or absolute design parameters. It is the intention of this design review process that all Improvements comply with these absolute standards. In the event of a conflict between these Design Standards and any local, state or federal building or zoning code or project approval documents, the local, state, or federal building or zoning code or project approval documents shall govern.

The Arch Ray Condominiums Architectural Review Committee process takes place in four steps:

1. Preliminary Design Conference & Concept Design
2. Preliminary Design Review
3. Final Design Review
4. Construction Monitoring

****Incomplete submittal will be rejected****

Any Improvement as described above will require and be preceded by the submission of plans and specifications describing the proposed Improvements accompanied by an application fee. The Owner shall retain competent assistance from a licensed architect or designer, civil engineer or surveyor, landscape professional, and a licensed and bonded contractor (the "Consultants") as appropriate. The Owner and Consultants shall carefully review the Declaration and these Design Standards prior to commencing with the design review process. The Owner is to commence construction within one (1) year of the Final Design approval.

4.1 Pre-Design Conference & Concept Design

A. Pre-Design Conference. Prior to the preparation of any materials for formal review by the ARC, the Owner and the Consultants are required to meet with representatives of the ARC for a Pre-Design Conference. An explanatory Pre-Design Conference package that includes a current copy of the Design Standards and a conference request form is available from the ARC office. The purpose of this meeting will be for the ARC to answer any questions the Owners and/or Consultant(s) may have and to offer guidance on the following subjects:

- The particular characteristics and restrictions on the Unit, to be provided by the ARC;
- Optimal orientation of Improvements and outdoor spaces;
- Additional survey information requirements;
- Preliminary building and site development program ideas and requirements;
- Clarification and review of Design Guideline objectives;
- The requirements, fees, and schedule of the design review process.

B. Concept Design. After or during the Pre-Design Conference, the Owner shall submit to the ARC a written application, and appropriate fee for concept Design Review together with the concept Design Review submission materials as described below:

1. Concept Design Review Application Form.
2. Design Review Application Fee.
3. Schematic Site Plan: (1"=20', 16' or 8') indicating property lines and Unit diagram areas, Improvement location/footprint, driveways, existing trees to be retained and/or removed, pools, water features and other major hardscape elements and basic grading concepts.
4. Schematic Floor Plan: (1"=20', 16', or 8') showing general room layout and circulation. This may be combined with the Schematic Site Plan.
5. Schematic Elevations: (1"=16' or 8') of the street side of the Improvement showing general massing, roof forms, Improvement height and materials. The purpose of this submittal is to confirm that the design professionals are headed in the right direction, are correctly interpreting the Design Guidelines and that the Owner's program can be accommodated on the Unit. This submittal may be combined with the Pre-Design Conference.
6. Appropriate historic photo/imagery of major architectural elements. These shall include roof eaves and rakes, gable end vents, recesses, windows and doors with trim and surrounds, garage doors, shutters, chimney caps, balconies and railings, columns and significant other design elements. Images shall be on 8-1/2" x 11" size sheets. These images shall be identified and keyed to Improvement elevations. Indicate the source (e.g., title of book or magazine) and a description of each photo/image.

4.2 **Preliminary Design Review.** After the Pre-Design Conference and Concept Design, the Owner shall submit a written application for Preliminary Design Review together with Preliminary Design Review submission materials, described below.

A. Preliminary Design Review Submission Materials. Within this step, the Owner shall prepare and submit to the ARC for review and approval a Preliminary Design Review package which shall adequately convey existing site conditions, constraints, Improvement orientation and design, vehicular and pedestrian access, the proposed use of exterior materials and colors and conceptual landscape design. All architectural plans are to be prepared by a licensed architect. All landscape plans are to be prepared by a landscape professional. The package shall include two full-size sets and four sets of 11" x 17" reductions of the following drawings and/or materials;

1. Preliminary Design Review Application Form.
2. Location Map - indicating location of Unit within the Arch Ray Condominiums.
3. Unit Survey - a property survey (minimum scale: 1" = 20') prepared by a licensed surveyor indicating property boundaries, the area of the property, all easements of record, utilities, 100-year flood plain, one-foot contours, any significant natural features such as existing trees, or any significant drainages as applicable.
4. Site Plan - 1"=20' minimum, showing existing topography and proposed grading and drainage, (1-foot contour interval), existing off-site elements (Improvements, walls, etc.) within 20-feet of the property boundary, Improvement footprint with finished floor grades, setbacks,

- Improvement envelope and other zones as indicated within these Design Guidelines, existing trees to be retained and/or removed, driveway, parking area, turnarounds, drainage, fences/walls, roofs, patios, decks, pools, and any other site amenities.
5. Preliminary Floor and Roof Plans - minimum $1/8" = 1'-0"$, including all proposed uses, proposed walls, door and window locations and location of mechanical and electrical systems.
 6. Preliminary Elevations - minimum $1/8" = 1'-0"$, including roof heights, existing and finish grades, Improvement heights and notation of exterior materials. Two sets of elevations, one set shall be rendered in color.
 7. Site Sections - minimum scale $1" = 20'$, showing proposed Improvements, Improvement heights, elevations and existing and finished grades in relation to surrounding site, including adjacent residences and roads as may be required by The ARC.
 8. Conceptual Landscape Plan - a conceptual plan at $1" = 20'$ minimum, showing irrigated areas, areas of planting, turf areas, preliminary plant list, Improvement envelope and other zones as indicated on the Unit diagram, existing trees to be retained and/or removed, water features, pools, patios, decks, and any other significant design elements. This may be combined with the Site Plan.
 9. Grading, Drainage and Erosion Control Plans - $1" = 20'$ minimum. Indicate location of silt fencing, driveway base rock, and "ring of responsibility" per Storm Water Plan (if applicable). Site plan shall include twenty feet beyond Owner's property line in order to depict relationship to adjacent Units.
 10. Color Rendering or Computer Model - minimum scale $1" = 20'$, illustrating the relationship between proposed Improvement forms and topography, tree heights and prevailing site conditions. This need not be an expensively detailed model, but simply adequate to communicate basic three-dimensional massing concepts.
 11. Material Samples - on $8-1/2" \times 11"$ or $11" \times 17"$ boards showing:
 - Roof material and color;
 - Wall material and color;
 - Exterior trim material and color;
 - Stone/rock materials;
 - Window/door materials and color;
 - Fence/wall materials and color;
 - Paving materials and color.

B. Staking. The Owner may be required to stake the location of corners of the proposed Improvements and all other major Improvements upon submittal of Preliminary Design Review documents. In some instances, the ARC may require that ridgeline flagging be erected to indicate proposed Improvement heights.

C. Preliminary Design Review Meeting. Upon receipt of the required documents and staking of the property (if required), the ARC will notify the Owner of the scheduled meeting date to review the Preliminary Design documents. The ARC will review and comment

on the application at the meeting, allow time for discussion with the Owner and/or Consultant(s) (if present) and subsequently provide the Owner with the conclusions of the meeting in writing. The ARC has 45 days to approve or respond in writing regarding any issues needing resolution by the Owner. The comments of the ARC on the Preliminary Design submittal shall be advisory only, and shall not be binding upon either the Owner or the ARC. A second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ARC a minimum of five working days prior to the next regularly scheduled meeting.

4.3 Final Design Review. Within one year of Preliminary Design Review approval the Owner shall initiate Final Design Review by submitting required Final Design documents. Required Final Design documents and procedures are described below.

A. **Final Design Review Submission Materials.** The Owner shall provide all information necessary to reflect the design of the proposed Improvement(s), landscape or other features requiring the approval of the ARC. Final Design documents shall generally conform to the approved Preliminary Design Review documents. All architectural plans are to be prepared by a licensed architect. All landscape plans are to be prepared by a landscape professional. The Final Design Review Documents shall be Construction Document level drawings. Submit two sets full size and four sets of 11"x17" reductions of final plans that include the following:

1. Final Design Review Application Form.
2. Site Plan - 1"= 20' minimum, showing existing topography and proposed grading (1- foot contour interval), Improvement footprint with finished floor grades, Improvement envelope and other zones as indicated within these Design Guidelines existing trees to be retained and/or removed, driveway, parking area, turnarounds, fences/ walls, patios, decks, utility connections and pad locations, pools and any other site amenities. Site plan shall include twenty feet beyond Owner's property line in order to depict relationship to adjacent Units.
3. Grading, Drainage and Erosion Control Plans - 1" = 20' minimum, showing existing and proposed grading (1-foot contour interval), drainage elements and erosion control methods, including the "ring of responsibility" per the Storm Water Plan (if applicable). Site plan shall include twenty feet beyond Owner's property line in order to depict relationship to adjacent Units.
4. Floor and Roof Plans - 1/4"= 1'-0", indicate all room dimensions, door and window locations and sizes, location of mechanical and electrical systems and fire sprinkler and monitoring systems. Indicate the location and type of all exterior lighting fixtures, proposed fireplaces, and kitchen appliances. Provide floor plans of all accessory structures.
5. Elevations - 1/4"=1'-0", illustrate the exterior appearance of all views labeled in accordance with the site plan. Indicate the highest ridge of the roof, the elevation of each floor, and existing and finished grades for each elevation. Describe all exterior materials, colors, and finishes (walls, roofs, trim, vents, windows, doors, exterior hardware schedule, etc.) and locate all exterior lighting fixtures, and provide an exterior lighting schedule with cut sheets. Indicate proposed Improvement height. Provide one set of colored elevations.

6. Sections - 1" = 20' minimum, indicate Improvement walls, floors, interior relationships, finished exterior grades and any other information to clearly describe the interior/exterior relationships of the Improvement, the exterior details of the house, and the Improvement's relationship to the site.
7. Landscape Plans - 1/8"=1'-0" minimum, including a planting plan, existing trees to be retained and/or removed, layout plan, irrigation plan, lighting plan, lighting schedule and cut sheets, and any site details including retaining walls, landscape structures, pools, patios, fences and/or gates. Landscape Plans may be submitted sixty (60) days after start of construction.
8. Materials Description:
 - Roof material and color.
 - Wall materials and colors.
 - Exterior trim material and color.
 - Window material and color.
 - Exterior door material and color. Stone/rock materials.
 - Fence/wall materials.
 - Exterior rails and paving materials.

The ARC will review and comment on the materials description at the Final Design Review. Final approval is contingent upon field mock-ups of all colors and materials at the appropriate time in the construction process and in sizes/context that will allow a clear understanding of the final product. Regardless of previous approvals, the ARC reserves the right to require changes to the field mock-ups if they do not meet the objectives of the Design Guidelines.

Construction Schedule - include start and completion dates for both Improvement and landscape construction. All construction shall be started within one year of Final Design approval and shall be completed within twelve (12) months from start of construction.

B. Final Design Review Meeting. Upon receipt of the required documents, the ARC will notify the Owner of the scheduled meeting date to review the Final Design documents. In some instances, the ARC may request a final staking of the location of all corners of proposed Improvements if the Final Design documents vary substantially from approved Preliminary Design documents. Attendance at the meeting by the Owner and/or Consultant(s) is not mandatory. The ARC will review and comment on the application at the meeting, allow time for discussion with the Owner and/or Consultant(s) (if present), and subsequently provide the Owner with an approval or conclusive recommendations in writing for refinements to the design. A second review meeting may be necessary to review refinements, revisions and/or new materials. These materials will be provided to the ARC a minimum of five working days prior to the next regularly scheduled meeting.

C. Final Design Approval. The ARC will issue Final Design approval in writing within fourteen (14) working days of a vote for approval at a Final Design Review meeting. If the decision of the ARC is to disapprove the proposal, the ARC shall provide the Owner with a written statement of the basis for such disapproval to assist the Owner in redesigning the project so as to obtain the approval of the ARC.

D. Resubmittal of Plans. In the event that final submittals are not approved by the ARC, the Owner will follow the same procedures for a resubmission as for original

submittals. An additional Design Review Fee must accompany each resubmission as required by the ARC.

4.4 **Subsequent Changes.** Subsequent construction, landscaping or other changes in the intended Improvements that differ from approved Final Design documents must be submitted in writing to the ARC for review and approval prior to making changes.

4.5 **Work in Progress Observations.** During construction, the ARC will check construction to ensure compliance with approved Final Design documents. If changes or alterations have been found that have not been approved, the ARC will issue a notice to comply.

4.6 **Notice to Comply.** When, as a result of a construction observation, the ARC finds changes and/or alterations that have not been approved, the ARC will issue a notice to comply within three working days of the observation. the ARC will describe the specific instances of non-compliance and will require the Owner to comply or resolve the discrepancies.

4.7 **Notice of Completion.** The Owner will provide the ARC with a Notice of Completion of any Improvement(s) given Final Design approval by the ARC. The ARC will make a final inspection of the property within seven working days of notification. If requested by Owner, the ARC will issue in writing a notice of completion within seven (7) working days of observation. If it is found that the work was not done in compliance with the approved Final Design documents, the ARC will issue a notice to comply within three (3) working days of observation.

4.8 **Variances.** The ARC recognizes that each Unit has its own characteristics, and that each Owner has their own individual needs and desires. For this reason, the ARC has the authority to approve variances from any of the Design Guidelines or regulations contained within this document. It should be understood, however, that any request for variance from these Design Guidelines will be evaluated at the sole discretion of the ARC, and that the approval of variances will be limited to only the most creative design solutions to unique situations. Prior to the ARC approving any variance from a Design Guideline, it must be demonstrated that the proposal is consistent with the overall objectives of these Design Guidelines and that the variance will not adversely affect adjoining Units or the Arch Ray Condominiums as a whole. Approval of any variance from the Design Guidelines shall not set a precedent for other Owners to seek a similar variance. The ARC also reserves the right to waive any of the procedural steps outlined in this Design Guideline document provided that the Owner demonstrates there is good cause.

4.9 **Non-Liability.** Neither the ARC nor any member, employee or agent will be liable to any party for any action, or failure to act with respect to any matter if such action or failure to act was in good faith and without malice.

4.10 **Design Review Schedule.** The ARC will make every reasonable effort to comply with the time schedule for design review. However, the ARC will not be liable for delays that are caused by circumstances beyond their control. The ARC will provide design review according to the following schedule:

A. Pre-Design Conference & Concept Design Review. Meeting to be scheduled within 14 working days of receipt of Pre-Design Conference request form.

B. Preliminary Design Review. Application documents to be submitted fourteen (14) working days prior to the next scheduled meeting of the ARC; written comments from ARC meeting provided to Owner within 45 working days; and, a second review meeting may be necessary to review corrected and/or new materials. Corrected materials will be provided to the ARC a minimum of five (5) working days prior to the next regularly scheduled meeting.

C. Final Design Review. Application documents to be submitted fourteen (14) working days prior to the next scheduled meeting of the ARC, and within one (1) year of Preliminary Design approval; Written comments from the ARC meeting and/or written notice of Final Design approval provided to Owner within seven (7) working days; and, second review meeting may be necessary to review refinements, revisions and/or new materials. These materials will be provided to the ARC a minimum of five (5) working days prior to the next regularly scheduled meeting.

D. Construction Observations. Site observation with the Builder prior to any site disturbance, and within seven (7) working days of receipt of written request; Framing observation within seven (7) working days of receipt of written request; Final observation within seven working days of receipt of written request.

4.11 Fees.

A. Design Review Fee. In order to defray the expense of reviewing plans, monitoring construction and related data, and to compensate consulting architects, landscape and other professionals, these Design Guidelines establish a total fee of \$1,000.00 ("Design Review Fee") payable upon submittal of the application for the Pre-Design Conference or Preliminary Design Review.

B. Compliance Deposit Fee. Owner shall pay a \$5,000.00 Compliance Deposit and complete Compliance Deposit Agreement prior to receiving Final Design Approval.

C. Resubmission. Fees for resubmission shall be established by the ARC on a case-by-case basis. This fee is subject to revision annually.

DECLARANT:

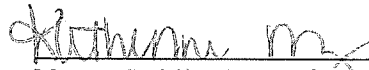
Arch Ray Developments, L.L.C.
a Texas limited liability company

By: 
Stephen Baxter, Member

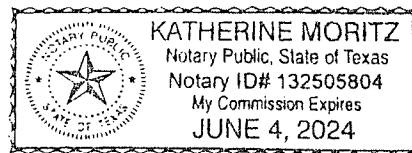
STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a Member of Arch Ray Developments, L.L.C., a Texas limited liability company, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 23 June, 2023.



Notary Public, State of Texas



CONSENT TO GOVERNING DOCUMENTS

WHEREAS, TEXAS PARTNERS BANK, holder of that certain real estate lien note in the amount of \$4,131,215.00, secured by Deed of Trust dated April 4, 2022, to ROY D. THOMPSON, as Trustee, recorded under Register No. 20222334, Official Public Records of GILLESPIE County, Texas, acting by and through the undersigned, its duly authorized agent, does hereby consent to, accept and ratify this FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS. Furthermore, TEXAS PARTNERS BANK consents to the above FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS, including the terms and conditions of all reservations of real property interests.

EXECUTED this 23rd day of June, 2023.

TEXAS PARTNERS BANK

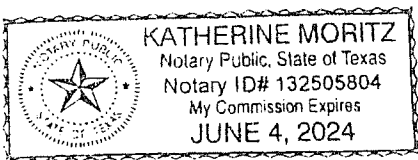
By: _____

Reid Cain
(Printed Name and Title)

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 23 day of June, 2023, by Reid Cain, Senior vice president of TEXAS PARTNERS BANK, on behalf of said bank.



Katherine Moritz
Notary Public in and for the State of Texas

CONSENT TO GOVERNING DOCUMENTS

WHEREAS, DALE A. CRENWELGE, holder of that certain wraparound promissory note in the amount of \$9,131,215.00, secured by Deed of Trust dated April 27, 2023, executed by ARCH RAY DEVELOPMENTS, L.L.C., payable to the order of DALE A. CRENWELGE, as secured by Deed of Trust of even date therewith to CARROLL J. BRYLA, Trustee, filed for record on May 2, 2023, and recorded under Register No. 20232384, Official Public Records of Gillespie County, Texas, does hereby consent to, accept and ratify this FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS. Furthermore, DALE A. CRENWELGE consents to the above FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM REGIME ARCH RAY CONDOMINIUMS.

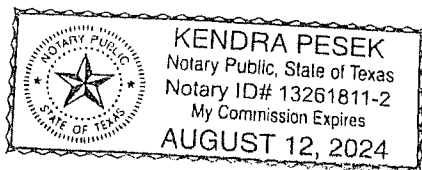
EXECUTED this 23rd day of June, 2023.

Dale A Crenwelge
DALE A. CRENWELGE

THE STATE OF TEXAS §

COUNTY OF Gillespie §

This instrument was acknowledged before me on the 23rd day of June, 2023, by DALE A. CRENWELGE.



[Signature]
Notary Public in and for the State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown

Lindsey Brown, County Clerk

Gillespie County Texas

June 23, 2023 10:22:05 AM

FEE: \$110.00 JCOSTON

AMEND

20233665

