

After Recording, Return to:

Wan Bridge  
9600 North Mopac Expressway  
Suite 250  
Austin, Texas 78759  
Attn: Kyle Spicer

**WEST END ESTATES LAND CONDOMINIUM  
COMMUNITY MANUAL**

**Consisting of:  
Certificate of Formation  
Construction Rules  
Fine Policy  
Certification and Acknowledgment**

***PROPERTY***

The West End Estates Land Condominium, a condominium regime located in Guadalupe County, Texas, is subject to the Master Condominium Declaration for West End Estates Land Condominium recorded or to be recorded in the Official Public Records of Guadalupe County, Texas, Doc # 202399026081

**West End Estates Land Condominium  
COMMUNITY MANUAL**

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**ATTACHMENT 1**

**CERTIFICATE OF FORMATION  
OF  
WEST END ESTATES LAND CONDOMINIUM ASSOCIATION, INC.**

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Jane Nelson  
Secretary of State

## Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

West End Estates Land Condominium Association, Inc.  
Filing Number: 805269351

Certificate of Formation


October 18, 2023

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on October 19, 2023.



A handwritten signature in black ink that reads "Jane Nelson".

Jane Nelson  
Secretary of State

<b>Form 202</b>  Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709  Filing Fee: \$25	  <b>Certificate of Formation                  Nonprofit Corporation</b>	Filed in the Office of the Secretary of State of Texas Filing #: 805269351 10/18/2023 Document #: 1295868780003 Image Generated Electronically for Web Filing
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**Article 1 - Corporate Name**

The filing entity formed is a nonprofit corporation. The name of the entity is :

**West End Estates Land Condominium Association, Inc.**

**Article 2 – Registered Agent and Registered Office**

A. The initial registered agent is an organization (cannot be corporation named above) by the name of:

**Wan Bridge Group**

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

C. The business address of the registered agent and the registered office address is:

**Street Address:  
 Energy Tower IV  
 11750 Katy Freeway, Suite 1400 Houston TX 77079**

**Consent of Registered Agent**

A. A copy of the consent of registered agent is attached.

OR

B. The consent of the registered agent is maintained by the entity.

**Article 3 - Management**

A. Management of the affairs of the corporation is to be vested solely in the members of the corporation.

OR

B. Management of the affairs of the corporation is to be vested in its board of directors. The number of directors, which must be a minimum of three, that constitutes the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting or until their successors are elected and qualified are set forth below.

Director 1: **Danting Li** Title: **Director**

Address: **c/o Wan Bridge Group, Energy Tower IV 11750 Katy Freeway, Suite 1400 Houston TX, USA 77079**

Director 2: **Derrick Hughes** Title: **Director**

Address: **c/o Wan Bridge Group, Energy Tower IV 11750 Katy Freeway, Suite 1400 Houston TX, USA 77079**

Director 3: **Janie Franco** Title: **Director**

Address: **c/o Wan Bridge Group, Energy Tower IV 11750 Katy Freeway, Suite 1400 Houston TX, USA 77079**

**Article 4 - Organization Structure**

A. The corporation will have members.

or

B. The corporation will not have members.

**Article 5 - Purpose**

The corporation is organized for the following purpose or purposes:  
**The Master Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members.**

**Supplemental Provisions / Information**

[The attached addendum, if any, is incorporated herein by reference.]

**Effectiveness of Filing**

A. This document becomes effective when the document is filed by the secretary of state.

**OR**

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is: **October 19, 2023**

**Initial Mailing Address**

Address to be used by the Comptroller of Public Accounts for purposes of sending tax information.

The initial mailing address of the filing entity is:  
**c/o Wan Bridge Group, Energy Tower IV  
11750 Katy Freeway, Suite 1400  
Houston, TX 77079  
USA**

**Organizer**

The name and address of the organizer are set forth below.

**Greta Goldsby      2705 Bee Caves Road, Suite 100, Austin, Texas 78746**

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

**Greta Goldsby**

Signature of organizer.

**FILING OFFICE COPY**

**ATTACHMENT 2**

**WEST END ESTATES LAND CONDOMINIUM ASSOCIATION, INC.**

**BYLAWS**

(a Texas condominium association)

**ARTICLE 1**

**INTRODUCTION**

1.1. **Property.** These Bylaws of West End Estates Land Condominium Association, Inc., provide for the governance of the condominium regime known as West End Estates Land Condominium, established on that certain real property located in Guadalupe County, Texas (the "**Property**"), as more particularly described in Exhibit "A" of that certain Master Condominium Declaration for West End Estates Land Condominium recorded or to be recorded in the Official Public Records of Guadalupe County, Texas (the "**Master Declaration**").

1.2. **Parties to Bylaws.** All present or future Owners and all other persons who use or occupy the Property in any manner are subject to these Bylaws, the Master Declaration, and the other Documents as defined in the Master Declaration. The mere acquisition or occupancy of a Unit will signify that these Bylaws are accepted, ratified, and will be strictly followed.

1.3. **Definitions.** Words and phrases used in these Bylaws have the meanings ascribed them in the Master Declaration. *Article 1* of the Master Declaration is incorporated herein by reference.

1.4. **Nonprofit Purpose.** The Master Association is organized to be a nonprofit corporation.

1.5. **General Powers and Duties.** The Master Association, acting through the Board, has the powers and duties necessary for the administration of the affairs of the Master Association and for the operation and maintenance of the Property as may be required or permitted by the Governing Documents and Legal Requirements. The Master Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Owners, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents.

**ARTICLE 2**

**BOARD OF DIRECTORS**

2.1. **Governance/Board of Directors.** The Board of Directors shall be comprised of no less than three (3) members and may be increased upon the unanimous approval of the Owners. The initial Board of Directors shall be comprised of the individuals named in the Certificate of Formation of the Master Association. The Owner of the Phase 1 Unit shall have the right to appoint two (2) of the members of the Board of Directors and the Owner of the Phase 2 Unit shall have the right to appoint the remaining member of the Board of Directors, each of whom shall continue to serve in such capacity until removed by such appointing Owner (or its successors and assigns) or until such member resigns. All decisions required to be made by the Board of Directors shall be made by unanimous approval of all members of the Board of Directors. Notwithstanding the foregoing, during the ownership of the Phase 1 Unit by the Venture (a) at least one (1) of the two (2) members of the Board of Directors to be appointed by the Venture, as the Phase 1 Unit Owner, shall be subject to removal by the Welltower Member upon written notice to the WB Member in which event such removed member shall immediately resign from the Board of Directors and the replacement member designated by the Welltower Member shall assume such vacancy on the Board and

(b) any increase in the size of the Board of Directors to a number greater than three (3) members shall require the express consent of the Mortgagee for the Phase 1 Unit and, during the ownership- of the Phase 1 Unit by the Venture, the Welltower Member.

2.2. **Reserved.**

2.3. **Meetings of the Board.**

2.3.1. **Organizational Meeting of the Board.** Within ten (10) days after the annual meeting, the directors will convene an organizational meeting for the purpose of electing officers. The time and place of the meeting will be fixed by the Board and announced to the directors.

2.3.2. **Regular Meetings of the Board.** Regular meetings of the Board may be held at a time and place that the Board determines, from time to time, but at least one (1) such meeting must be held each calendar year. Notice of regular meetings of the Board will be given to each director, personally or by telephone, written, or electronic communication, at least five (5) days prior to the date of the meeting.

2.3.3. **Special Meetings of the Board.** Special meetings of the Board may be called by the president or, if the president is absent or refuses to act, by the secretary, or by any two (2) directors. At least five (5) days' notice will be given to each director, personally or by telephone, written, or electronic communication, which notice must state the place, time, and purpose of the meeting.

2.3.4. **Emergency Meetings.** In case of emergency, the Board may convene a meeting after making a diligent attempt to notify each director by any practical method.

2.3.5. **Conduct of Meetings.** The president presides over meetings of the Board and the secretary keeps, or causes to be kept, a record of resolutions adopted by the Board and a record of transactions and proceedings occurring at meetings. When not in conflict with law or the Governing Documents, the then current edition of Robert's Rules of Order governs the conduct of the meetings of the Board.

2.3.6. **Quorum.** At meetings of the Board, the attendance of two (2) Board members constitutes a quorum for the transaction of business, and the acts of two (2) Board members are the acts of the Board; provided, however, a quorum is only established if at least one (1) Board member representing each Unit is present.

2.3.7. **Open Meetings.** Regular and special meetings of the Board are open to Owners in the Master Association, subject to the following provisions to the extent permitted or required by the Act:

- i. No audio or video recording of the meeting may be made, except by the Board or with the Board's prior express consent.
- ii. Owners who are not directors may not participate in Board deliberations under any circumstances, and may not participate in Board discussions unless the Board expressly so authorizes at the meeting.



iii. The Board may adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Master Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of business to be considered in executive session will first be announced in open session.

iv. The Board may prohibit attendance by non-Owners, including representatives, proxies, agents, and attorneys of Owners.

v. The Board may prohibit attendance by any Owner who disrupts meetings or interferes with the conduct of Board business.

2.3.8. Telephone or Web Meetings. Members of the Board or any committee of the Master Association may participate in and hold meetings of the Board or committee by means of conference telephone, web format such as "ZOOM", or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

2.3.9. Action without a Meeting. Any action required or permitted to be taken by the Board at a meeting may be taken without a meeting, if all directors individually or collectively consent in writing to such action. The written consent must be filed with the minutes of Board meetings. Action by written consent has the same force and effect as a unanimous vote. This Section does not apply to actions that require meetings under the Act.

2.4. Liabilities and Standard of Care. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of Legal Requirements: Section 82.103(a) and (f) of the Act, and Sections 3.102, 3.105, 22.221, 22.223, 22.224, 22.225, 22.226, 22.227 and 22.230 of the Texas Business Organizations Code.

2.5. Powers and Duties. Subject to the terms of these Bylaws and the terms of the Master Declaration, the Board has all the powers and duties necessary for the administration of the Master Association and for the operation and maintenance of the Property. The Board may do all acts and things except those which, by Legal Requirements or the Governing Documents, are reserved to the Owners and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in Legal Requirements or the Governing Documents, or powers and duties as may hereafter be imposed on the Board by resolution of the Master Association, the powers and duties of the Board include, but are not limited to, the following:

2.5.1. Appointment of Committees. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution may establish the purposes and powers of the committee created, provide for the appointment of a chair and committee members, and may provide for reports, termination, and other administrative matters deemed appropriate by the Board. Members of committees will be appointed from among the Owners.

2.5.2. Manager. The Board may employ a manager or managing agent for the Master Association, at a compensation established by the Board, to perform duties and services authorized by the Board.

### **ARTICLE 3** **OFFICERS**

3.1. Designation. The principal officers of the Master Association are the president, the secretary, and the treasurer. The Board may appoint one (1) or more vice-presidents and other officers and assistant officers as it deems necessary. The president and secretary must be directors. Other officers may, but need not, be Owners or directors. Any two (2) offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the Board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis.

3.2. Election of Officers. The officers are elected no less than annually by the directors at the organizational meeting of the Board and hold office at the pleasure of the Board. Except for resignation or removal, officers hold office until their respective successors have been designated by the Board.

3.3. Removal and Resignation of Officers. A majority of directors may remove any officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose. An officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the Board.

3.4. Standard of Care. In performing their duties, the officers are required to exercise the standards of care provided by Section 82.103(a) and (f) of the Act and by Section 3.105 of the Texas Business Organizations Code.

#### **3.5. Description of Principal Offices**

3.5.1. President. As the chief executive officer of the Master Association, the president: (i) presides at all meetings of the Master Association and of the Board; (ii) has all the general powers and duties which are usually vested in the office of president of a corporation organized under Legal Requirements; (iii) has general supervision, direction, and control of the business of the Master Association, subject to the control of the Board; and (iv) sees that all orders and resolutions of the Board are carried into effect.

3.5.2. Secretary. The secretary: (i) keeps the minutes of all meetings of the Board and of the Master Association; (ii) has charge of such books, papers, and records as the Board may direct; (iii) maintains a record of the names and addresses of the Owners for the mailing of notices; and (iv) in general, performs all duties incident to the office of secretary.

3.5.3. Treasurer. The treasurer: (i) is responsible for Master Association funds; (ii) keeps full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepares all required financial data and tax returns; (iv) deposits all monies or other valuable effects in the name of the Master Association in depositories as may from time to time be designated by the Board; (v) prepares the annual and supplemental budgets of the Master

Association; (vi) reviews the accounts of the managing agent in the event a managing agent is responsible for collecting and disbursing Master Association funds; and (vii) performs all the duties incident to the office of treasurer.

3.6. **Authorized Agents.** Except when the Governing Documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Master Association. In the absence of Board designation, the president and the secretary are the only persons authorized to execute instruments on behalf of the Master Association within their respective scope of authority.

#### **ARTICLE 4** **MEETINGS OF THE MASTER ASSOCIATION**

4.1. **Annual Meeting.** An annual meeting of the Master Association will be held once during each twelve (12) month period on a date and at a time determined by the Board. The Owners may also transact such other business of the Master Association as may properly come before them.

4.2. **Special Meetings.** It is the duty of the president to call a special meeting of the Master Association if directed to do so by written demand by Owners of at least sixty-seven percent (67%) of Allocation Interests. The meeting must be held within thirty (30) days after receipt of the written demand. The notice of any special meeting must state the time, place, and purpose of the meeting. No business, except the purpose stated in the notice of the meeting, may be transacted at a special meeting.

4.3. **Place of Meetings.** Meetings of the Master Association may be held at the Property or at a suitable place convenient to the Owners, as determined by the Board.

4.4. **Notice of Meetings.** At the direction of the Board, written notice of meetings of the Master Association will be given to an Owner of each Unit at least ten (10) days but not more than sixty (60) days prior to the meeting. Notices of meetings will state the date, time, and place the meeting is to be held. Notices will identify the type of meeting as annual or special, and will state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board.

4.5. **Voting Owners List.** The Board will prepare and make available a list of the Master Association's voting Owners in accordance with Section 22.158(b) of the Texas Business Organizations Code.

4.6. **Quorum.** At any meeting of the Master Association, the presence in person or by proxy of Owners representing 100% of the Voting Interests (as defined in the Master Declaration) in the Master Association constitutes a quorum. Owners present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of Owners constituting a quorum.

4.7. **Lack of Quorum.** If a quorum is not present at any meeting of the Master Association for which proper notice was given, Owners representing at least a majority of the votes present at the meeting, although not constituting a quorum, may vote to recess the meeting for not more than twenty-four (24) hours in order to attain a quorum, provided the place of the meeting remains as stated in the notice.

4.8. **Votes.** The vote of Owners representing 100% of the total votes of the Master Association binds all Owners for all purposes, except when a different percentage is required by these Bylaws, the Master Declaration, or by law. Cumulative voting is prohibited.

4.8.1. **Co-Owned Units.** If a Unit is owned by more than one Owner, the vote appurtenant to that Unit is cast in accordance with Section 82.110(a) of Act, which is summarized as follows. If only one of the multiple Owners of a Unit is present at a meeting of the Master Association, that person may cast the vote allocated to that Unit. If more than one of the multiple Owners is present, the vote allocated to that Unit may be cast only in accordance with the multiple Owners' unanimous agreement. Multiple Owners are in unanimous agreement if one of the multiple Owners casts the vote allocated to a Unit and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.8.2. **Entity-Owned Units.** If a Unit is owned by a corporation, the vote appurtenant to that Unit may be cast by any officer of the corporation in the absence of the corporation's written appointment of a specific person to exercise its vote. The vote of a partnership may be cast by any general partner in the absence of the partners' written appointment of a specific person. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.10. **Proxies.** Votes may be cast in person or by written proxy at any meeting of the Master Association. To be valid, each proxy must: (i) be signed and dated by a Owner or the Owner's attorney-in-fact; (ii) identify the Unit to which the vote is appurtenant; (iii) name the person or title (such as "presiding officer") in favor of whom the proxy is granted, such person having agreed to exercise the proxy; (iv) identify the meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary, to the person presiding over the Master Association meeting for which the proxy is designated, or to a person or company designated by the Board. Unless the proxy specifies a shorter or longer time, it terminates eleven (11) months after the date of its execution. Perpetual or self-renewing proxies are permitted, provided they are revocable. To revoke a proxy, the granting Owner must give actual notice of revocation to the person presiding over the Master Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or rescheduled is valid when the meeting reconvenes. A proxy may be delivered by fax. However, a proxy received by fax may not be counted to make or break a tie-vote unless: (a) the proxy has been acknowledged or sworn to by the Owner before and certified by an officer authorized to take acknowledgments and oaths; or (b) the Master Association receives the original proxy within five (5) days after the vote.

4.11. **Conduct of Meetings.** The president, or any person designated by the Board, presides over meetings of the Master Association. The secretary keeps, or causes to be kept, the minutes of the meeting which should record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order governs the conduct of meetings of the Master Association when not in conflict with the Governing Documents. Votes should be tallied by Owners appointed by the person presiding over the meeting.

4.12. **Order Of Business.** Unless the notice of meeting states otherwise, or the assembly adopts a different agenda at the meeting, the order of business at meetings of the Master Association is as follows:

- Determine votes present by roll call or check-in procedure

- Announcement of quorum
- Proof of notice of meeting
- Approval of minutes of preceding meeting
- Reports of Officers (if any)
- Unfinished or old business
- New business

4.13. **Adjournment of Meeting.** At any meeting of the Master Association, a majority of the Owners present at that meeting, either in person or by proxy, may adjourn the meeting to another time and place.

4.14. **Action without Meeting.** Subject to unanimous Board approval, any action which may be taken by a vote of the Owners at a meeting of the Master Association may also be taken without a meeting by written consents. The Board may permit Owners to vote by any method allowed by Section 22.160(b)(c) and (d) of the Texas Business Organizations Code, which may include hand delivery, mail, fax, email, or any combination of these. Written consents by Owners representing 100% of votes in the Master Association, or such other percentage as may be required by the Governing Documents, constitutes approval by written consent. This Section may not be used to avoid the requirement of an annual meeting and does not apply to the election of directors.

4.15. **Telephone Meetings.** Owners of the Master Association may participate in and hold meetings of the Master Association by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in the meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE 5**  
**MASTER ASSOCIATION RECORDS**

5.1. **Records.** The Master Association will keep the records required by Section 82.114(a) of the Act.

5.2. **Inspection of Books and Records.** Books and records of the Master Association will be made available for inspection and copying pursuant to Section 82.114(b) of the Act and Sections 3.151, 3.153 and 22.351 of the Texas Business Organizations Code.

5.3. **Resale Certificates.** Any officer may prepare or cause to be prepared, certify, and execute resale certificates in accordance with Section 82.157 of the Act. The Master Association may charge a reasonable fee for preparing resale certificates. The Master Association may refuse to furnish resale certificates until the fee is paid. Any unpaid fees may be assessed against the Unit for which the certificate is furnished.

**ARTICLE 6**  
**NOTICES**

6.1. **Co-Owners**. If a Unit is owned by more than one person, notice to one co-Owner is deemed notice to all co-Owners (subject, however, to the terms of the Master Declaration relating to Sub-Condominium Regimes).

6.2. **Delivery of Notices**. Any written notice required or permitted by these Bylaws may be given personally, by mail, by fax, or by any other method permitted by Legal Requirements. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Owner at the address shown on the Master Association's records. If transmitted by fax, the notice is deemed delivered on successful transmission of the facsimile.

6.3. **Waiver of Notice**. Whenever a notice is required to be given to an Owner, or director, a written waiver of the notice, signed by the person entitled to the notice, whether before or after the time stated in the notice, is equivalent to giving the notice. Attendance by an Owner or director at any meeting of the Master Association or Board, respectively, constitutes a waiver of notice by the Owner or director of the time, place, and purpose of the meeting. If all Owners or directors are present at any meeting of the Master Association or Board, respectively, no notice is required and any business may be transacted at the meeting.

## **ARTICLE 7** **AMENDMENTS TO BYLAWS**

7.1. **Authority**. These Bylaws may be amended with the approval of all Board members.

7.2. **Proposals**. The Master Association will provide to each Owner a detailed description, if not exact wording, of any proposed amendment. The description will be included in the notice of any annual or special meeting of the Master Association if the proposed amendment is to be considered at the meeting.

7.3. **Effective**. To be effective, each amendment must be in writing, must recite the recording data for the Bylaws, and be Recorded.

## **ARTICLE 8** **GENERAL PROVISIONS**

8.1. **Compensation**. A director, officer, or Owner may not receive any pecuniary profit from the operation of the Master Association, and no funds or assets of the Master Association may be paid as a salary or as compensation to, or be distributed to, or inure to the benefit of a director, officer, or Owner. Nevertheless,

i. Reasonable compensation may be paid to a director, officer, or Owner for services rendered to the Master Association in other capacities.

ii. A director, officer, or Owner may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Master Association in connection with the administration of the affairs of the Master Association, provided the expense has been approved by the Board.

iii. The Board may budget and use Master Association funds to purchase awards, certificates, a celebratory meal, or other customary tokens or demonstrations of appreciation for volunteer activities.

iv. This provision does not apply to distributions to Owners permitted or required by the Master Declaration or the Act.

8.2. **Conflicting Provisions.** If any provision of these Bylaws conflicts with any provision of Legal Requirements, the conflicting Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect. In the case of any conflict between the Certificate of Formation of the Master Association and these Bylaws, the Certificate of Formation controls. In the case of any conflict between the Master Declaration and these Bylaws, the Master Declaration controls.

8.3. **Severability.** Whenever possible, each provision of these Bylaws will be interpreted in a manner as to be effective and valid. Invalidation of any provision of these Bylaws, by judgment or court order, does not affect any other provision which remains in full force and effect.

8.4. **Construction.** The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions of articles and sections are inserted only for convenience and may not be construed as defining or modifying the text to which they refer. The singular is construed to include the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

8.5. **Fiscal Year.** The fiscal year of the Master Association will be set by resolution of the Board, and is subject to change from time to time as the Board determines. In the absence of a resolution by the Board, the fiscal year is the calendar year.

8.6. **Waiver.** No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

8.7. **Indemnification.** To the fullest extent permitted by Legal Requirements, the Master Association will indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director, officer, committee member, employee, servant, or agent of the Master Association against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding if it is found and determined by the Board or a court that such person: (i) acted in good faith and in a manner which such person reasonably believed to be in, or not opposed to, the best interests of the Master Association; or (ii) with respect to any criminal action or proceeding, had no reasonable cause to believe such conduct was unlawful. The termination of any action, suit, or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner reasonably believed to be in, or not opposed to, the best interests of the Master Association, or, with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful.

8.8. **Preparer.** These Bylaws were prepared by Greta Goldsby, Esq., Drenner Group PC, 2705 Bee Caves Road, Suite 100, Austin, Texas 78746.

**ATTACHMENT 3**

**CONSTRUCTION RULES**

- During construction on either Unit, the respective Unit Owner is responsible for:
  - Daily construction debris pick-up;
  - Weekly sweeping of driveways if applicable;
  - Repairs of damage to driveways and other improvements resulting from construction activities; and
  - Resealing and restriping of driveways after construction if necessary.

**Pursuant to the terms of the Master Declaration, Declarant shall have the right to adopt and implement additional construction rules and regulations.**



**ATTACHMENT 4**

**FINE POLICY**

1. **Background.** This fine policy is based on the requirements of Sec. 82.102(d) and (e) of TUCA. To establish policies and procedures for fining under TUCA, the Declarant adopts this policy for the benefit of the Master Association, as part of the initial project documentation.
  
2. **Policy.** The Master Association uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Master Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Master Association for enforcing the Governing Documents. The Master Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation. Nor may the Master Association use fines to the exclusion of other remedies.
  
3. **Owner's Liability.** An Owner is liable for fines levied by the Master Association for violations of the Governing Documents by the Owner, the Tenants of the Unit, and the relatives, guests, employees, and agents of the Owner and Tenants. Regardless of who performs the violation, the Master Association will direct its communications to the Owner, although the Master Association may send copies of its notices to the Tenant.
  
4. **Violation Notice.** Before levying a fine, the Master Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Master Association's written violation notice will contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Master Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 82.102 of TUCA; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:
  - a. **First Violation.** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.
  
  - b. **Repeat Violation – No Cure within 12 Months.** If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding twelve (12) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding

twelve (12) months but has not cured the violation, then the Owner will be fined pursuant to the Schedule of Fines described below.

- c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the Schedule of Fines described below, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
5. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Master Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Master Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Master Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Master Association may exercise its other rights and remedies as set forth in TUCA. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board.
6. Levy of Fine. The Master Association must notify an Owner of a levied fine or damage charge no later than the thirtieth (30<sup>th</sup>) day after the date of the levy under Section 82.102(e) of TUCA. A fine levied at a hearing requested by the Owner at which the Owner is present shall satisfy the notice requirement if the Board announces its decision to the Owner at the hearing. Otherwise, any fine or damage charge levied shall be reflected on the Owner's periodic statement of account or delinquency notices so long as such periodic statement or notice is provided to the Owner not later than the thirtieth (30<sup>th</sup>) day after the date the fine or damage charge is levied by the Board.
7. Amount. The Master Association may set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Master Association may establish a schedule of fines for certain types of violations. If circumstances warrant a variance from the schedule, the Board will document the reasons for the variance in the minutes of its meeting. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and should be uniform for similar violations of the same provision of the Governing Documents. If the Master Association allows fines to accumulate, it will establish a maximum amount for a particular fine, at which point the total fine will be capped.

8. Type of Levy. If the violation is ongoing or continuous, the fine may be levied on a periodic basis (such as daily, monthly, or quarterly). If the violation is not ongoing, but is instead sporadic or periodic, the fine may be levied on a per occurrence basis.
9. Collection of Fines. The Master Association is not entitled to collect a fine from an Owner to whom it has not given notice and an opportunity to be heard. The Master Association may not foreclose its assessment lien on a debt consisting solely of fines. The Master Association may not charge interest or late fees for unpaid fines.
10. No Assessments on Phase 2 Unit. Phase 2 Unit shall not be assessed or charged Assessments until such time as the Phase 2 Development Improvements are complete and the first Occupant or Tenant resides within a residence within the Phase 2 Development Improvements.
11. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until ten (10) days after the Master Association delivers to an Owner of each Unit notice of amendment or revocation of this policy. The notice may be published and distributed in an Master Association newsletter or other community wide publication.
12. Rights of Mortgagees. All remedies of the Master Association hereunder shall be subject to any Mortgagee rights expressly provided for in the Master Declaration. To the extent of a conflict between the terms of these policies and the Master Declaration, the Master Declaration shall govern.

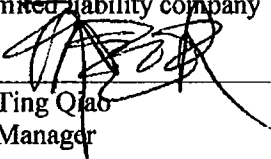
**ATTACHMENT 5**

**WEST END ESTATES LAND CONDOMINIUM  
COMMUNITY MANUAL  
CERTIFICATION AND ACKNOWLEDGMENT**

As the Declarant of West End Estates Land Condominium and the initial and sole member of West End Estates Land Condominium Association, Inc., a Texas nonprofit corporation (the "Master Association"), I certify that the foregoing West End Estates Land Condominium Community Manual was adopted for the benefit of the Master Association as part of the initial project documentation for West End Estates Land Condominium located in Guadalupe County, Texas. This Community Manual becomes effective when recorded.

SIGNED on this 19 day of October, 2023.

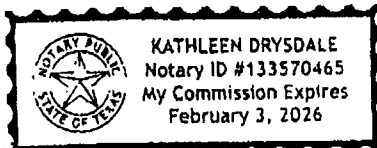
**WB W KLEIN LAND, LLC, a**  
Texas limited liability company

By:   
Name: Ting Qiao  
Title: Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF GUADALUPE       §

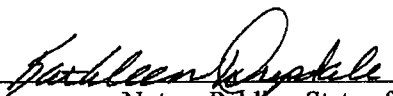
This instrument was acknowledged before me on the 18<sup>th</sup> day of October, 2023, by Ting Qiao, the Manager of WB W Klein Land LLC, a Texas limited liability company, on behalf of said limited liability company.

[S E A L]



My Commission Expires:

Feb. 3, 2026

  
Notary Public - State of Texas

Kathleen Drysdale  
Printed Name of Notary

**FILED and RECORDED in the OFFICIAL PUBLIC RECORDS**

**Honorable Teresa Kiel, Guadalupe County Clerk**

**Document Number:** 202399026170  
**Recorded On:** October 20, 2023 11:22 AM  
**Total Pages:** 21  
**Total Fees:** \$102.00

Discriminatory restrictive covenants based on race, color, religion contradict the 14th Amendment's Equal Protection Clause and are therefore unenforceable under federal law. Supreme Court Decision Shelly v. Kraemer 1948.

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**THIS PAGE CONTAINS IMPORTANT RECORDING INFORMATION  
AND SHALL REMAIN A PART OF THIS INSTRUMENT.**

**Receipt Number:** 20231020000081  
**User:** Marissa A  
**Station:** CCKPC17633

**Return To:**  
CSC

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**STATE OF TEXAS  
GUADALUPE COUNTY**

**I hereby certify this instrument was ELECTRONICALLY FILED and RECORDED in the OFFICIAL PUBLIC RECORDS of Guadalupe County, Texas on the date/time printed above.**



*Teresa Kiel*  
Teresa Kiel  
Guadalupe County Clerk  
Guadalupe County, TX