

**CERTIFICATION OF BOARD RESOLUTION  
FOR  
WATERLEAF FALLS (KYLE) HOMEOWNERS ASSOCIATION, INC.**

I, the undersigned, do hereby certify:

THAT I am the Secretary for WATERLEAF FALLS (KYLE) HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the attached Resolution of the Board of Directors of the Association was duly adopted by the Board of Directors on the 23 day of AUGUST 2012.

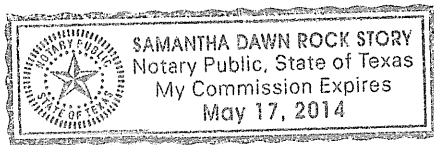
IN WITNESS WHEREOF, I have hereunto subscribed my name this 23 day of AUGUST, 2012.

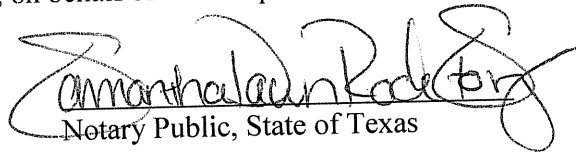
  
\_\_\_\_\_  
April Miertschin

**ACKNOWLEDGEMENT**

STATE OF TEXAS                    )  
  )  
COUNTY OF TRAVIS                )

This instrument was acknowledged before me on this the 23 day of August, 2012 by April Miertschin, Association Manager for WATERLEAF FALLS (KYLE) HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



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

**AFTER RECORDING, RETURN TO:**

The Law Offices of Glenn K. Weichert, P.C.  
3821 Juniper Trace, Suite 106  
Austin, Texas 78738

**RESOLUTION  
OF  
THE BOARD OF DIRECTORS  
WATERLEAF FALLS (KYLE) HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, a duly called meeting of the Board of Directors of the Waterleaf Falls (Kyle) Homeowners Association, Inc., (the "Association") was held the 23rd day of August 2012; and

WHEREAS, a quorum of the Members of the Board attended said meeting; and

WHEREAS, pursuant to a Motion duly made and seconded, the following resolution was adopted by the Board:

**RESOLUTION**

WHEREAS, all properties within the Subdivision are subject to the provisions of the Master Declaration of Covenants, Conditions and Restrictions for Waterleaf Subdivision recorded in Document 03026210 of the Official Public Records of Hays County, Texas; and

WHEREAS, pursuant to Article 6.17 of the Declaration provides in part:

General Maintenance of Lots. ...each Owner shall maintain and care for the Home, all improvements and all trees, foliage, plants and lawns on the Lot and shall otherwise keep the Lot and all improvements thereon in good condition and repair and in conformity with the general character and quality of properties within the immediate area, such maintenance and repair to include but not be limited to: ... (iv) regular mowing and edging of lawn and grass areas....

WHEREAS, Article 6.17 further provides:

Upon failure of any Owner to maintain a Lot owned by him in the manner prescribed herein, the Declarant or the Association, or either of them, at its option and discretion...but only after ten days written notice to such Owner to comply herewith, may enter upon such Owner's Lot and undertake to maintain and care for such lot to the condition required hereunder and the Owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Declarant and/or Association for the cost of such work within ten days after of presentment of such statement....

WHEREAS, the Board wishes to provide a uniform procedure for the notice to Owners and Occupants of the Board's intent to authorize entry onto a Lot for the purposes specified in Article 6.17 and the subsequent entry onto the Lot.

NOW THEREFORE BE IT RESOLVED THAT:

- (1) In order to provide for the timely and efficient implementation of the right to enter onto a Lot for the purpose of accomplishing required maintenance as provided by 6.17 of the Declaration, the Association Manager is hereby authorized to send a Notice Letter to an Owner and Occupant in *every situation* where the Owner and Occupant have failed to respond to a prior notice of violation concerning the required maintenance;

- (2) The Notice Letter shall (1) be sent by both regular and certified mail, return receipt requested, (2) shall specify the required maintenance and (3) shall advise the Owner/Occupant that the Association will undertake to perform the required maintenance at the Owner/Occupant's cost unless the maintenance is performed within 10 days of the Owner/Occupant's receipt of the Letter. The letter shall advise the Owner that the Association will continue to perform such maintenance as needed, in the event of the Owner's continuing failure to perform such maintenance, and that the Owner will be responsible for the costs of such work. ***For the purpose of this provision the Owner /Occupant shall be presumed to have received the letter upon the date of actual receipt of the letter or five days from the date that the letter was duly postmarked and mailed, whichever is shorter.***
- (3) If the Owner/Occupant has failed to perform the required maintenance within the time period for compliance, the Association Manager, without the need for further authorization from the Board, shall cause entry to be made onto the Lot in question for the purpose of performing the required maintenance at the earliest reasonably possible date.
- (4) Thereafter, the Association Manger shall send an invoice for the cost of such entry to the Owner and, as applicable, the Occupants of the Lot. If the Owner/Occupant fails to pay the invoiced amount within ten (10) days after receipt of the notice, the Association Manager shall treat the debt as an obligation of the Owner and may proceed to collect the same in any manner provided by the Declaration and applicable law.
- (5) The Association Manager shall periodically provide the Board of Directors with a list of those Owners/Occupants who have failed in their respective obligations to properly maintain their Lot or Lots in the manner required and shall advise the Board when entry upon such Lot pursuant to Article 4.6.5 and this Resolution was required.

This Resolution is adopted by majority vote of the Board of Directors and shall be effective August 23 2012.

The Association Manager shall record a copy of this Resolution in the Official Public Records of Hays County, Texas, shall post a copy of this Resolution on any official Association website and shall send a copy of this Resolution to all Owners and Occupants of Lots within the Subdivision via email if those Owners and or Occupants have provided their email addresses to the Association.

Date: 8/23/12

*Robert Arriaga*  
Director  
Print Name: Robert Arriaga

Date: 08/23/12

*Teresa Scheel*  
Director  
Print Name: TERESA SCHEEL

Hays County  
Liz Q. Gonzalez  
County Clerk  
San Marcos, Texas 78666



70 2012 12024064

Instrument Number: 2012-12024064

As

Recorded On: August 28, 2012

OPR RECORDINGS

Parties: WATERLEAF FALLS KYLE HOMEOWNERS ASSOC

Billable Pages: 3

To

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

OPR RECORDINGS	24.00
<b>Total Recording:</b>	<b>24.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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

**File Information:**

Document Number: 2012-12024064  
Receipt Number: 312854  
Recorded Date/Time: August 28, 2012 11:16:49A  
Book-Vol/Pg: BK-OPR VL-4421 PG-714  
User / Station: O Martinez - Cashiering #4

**Record and Return To:**

GLENN K WEICHERT PC  
3821 JUNIPER TRACE STE 106  
AUSTIN TX 78738



State of Texas |  
County of Hays

I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

*Liz Q. Gonzalez*

Liz Q. Gonzalez, County Clerk