Dara De Beauvoir

Dana DeBeauvoir, County Clerk Travis County, Texas Apr 27, 2021 12:47 PM Fee: \$34.00

2021092867

\*Electronically Recorded\*



#### AFTER RECORDING RETURN TO:

Robert D. Burton, Esq. Winstead PC 401 Congress Ave., Suite 2100 Austin, Texas 78701 Email: rburton@winstead.com

### MCKINNEY CROSSING

## NOTICE OF APPLICABILITY [MCKINNEY CROSSING CONDOMINIUMS]

Declarant: KB HOME LONE STAR INC., a Texas corporation

Cross reference to McKinney Crossing Master Covenant [Residential], recorded as Document No. 2020027954 in the Official Public Records of Travis County, Texas, as amended.

# NOTICE OF APPLICABILITY OF MCKINNEY CROSSING MASTER COVENANT [MCKINNEY CROSSING CONDOMINIUMS]

This Notice of Applicability of McKinney Crossing Master Covenant [McKinney Crossing Condominiums] is made and executed by **KB HOME LONE STAR INC.**, a Texas corporation ("Declarant") and is as follows:

- 1. Applicability of Master Covenant. This Notice of Applicability is filed with respect to Lot 1, Block A, Colton Bluff, Phase 1A, according to the plat recorded as Document No. 202000092, Official Public Records of Travis County, Texas (the "Development Area"). Pursuant to that certain McKinney Crossing Master Covenant [Residential], recorded as Document No. 2020027954 in the Official Public Records of Travis County, Texas (the "Covenant"), Declarant served notice that portions of the property described on Exhibit "A" to the Covenant, upon the Recording of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.
- 2. <u>Development Area</u>. The Development Area described and identified in Paragraph 1 hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Covenant.
- 3. <u>Property Incorporated Into Development</u>. The provisions of the Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Covenant.
- 4. Allocation of Assessment Units and Votes to Condominium Units. Pursuant to Section 3.4 and Section 5.9 of the Covenant, in the event all or any portion of the Development Area is submitted to the condominium form of ownership by the recordation in the Official Public Records of Travis County, Texas, of a declaration of condominium (a "Condominium Declaration"), then on the date a Condominium Declaration is recorded, each Condominium Unit established thereby will be deemed a "Condominium Unit" as such term is defined in the Covenant. Pursuant to Section 5.9.2 of the Covenant, each Condominium Unit so created will be allocated Assessment Units and votes which may be cast on all matters to be voted on by the Members of the Association in accordance with the Covenant, as follows:

Assessment Unit per Condominium Unit	0.50
Vote per Condominium Unit	0.50

In lieu of mailing a statement of assessment to each Owner, the Association will have the option to mail a statement of assessment for each Condominium Unit within the Development Area to the condominium association established for such Condominium Units. The amounts reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth

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on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on any statement. Notwithstanding any provision in this notice to the contrary, each Owner of a Condominium Unit is obligated to pay the assessment attributable to such Owner's Condominium Unit as set forth in the Covenant. The Association's remittance of a statement to any Condominium Association will not be construed to waive the Association's right to collect assessments from the owner of a Condominium Unit.

5. <u>Miscellaneous</u>. This notice constitutes a notice of applicability under *Section 9.5* of the Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Covenant.

EXECUTED to be effective as of the Zoth day of April 2021

**DECLARANT**:

KB HOME LONE STAR INC., a Texas corporation

By: Shawn a. hidgathick
Printed Name: Shawn A Kirkpatrick
Title: Director of Public Affairs

THE STATE OF TEXAS §

COUNTY OF Williamsm §

(SEAL)

Notary Public Signature

DEBBI HALLOWELL
MOTARY PUBLIC
ID# 125748734
State of Texas
Comm. Exp. 07-08-2022