

FIRST AMENDED DISCLOSURE STATEMENT
OF
THE CASITAS AT MORNINGSTAR
CONDOMINIUMS
(PHASES 1 and 2)
DOÑA ANA COUNTY
CITY OF LAS CRUCES, NEW MEXICO

LIST OF ATTACHMENTS

- Exhibit 1 - Amended Condominium Declaration.
- Exhibit 2 - Articles of Incorporation (The Casitas at Morningstar Homeowners' Association).
- Exhibit 3 - Bylaws (The Casitas at Morningstar Homeowners' Association).
- Exhibit 4 - First Amended Rules & Regulations of The Casitas at Morningstar Homeowners' Association.
- Exhibit 5 - Budget.
- Exhibit 6 - Title Commitment.

This first amended disclosure statement and its attachments may be reviewed by accessing The Casitas at Morningstar Condominiums web page (www.thecasitas.net/) or actual copies may be obtained at the office of The Casitas at Morningstar Condominiums, 3650 Morningstar Drive, Las Cruces, New Mexico 88011, during its normal business hours.

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**FIRST AMENDED DISCLOSURE STATEMENT
THE CASITAS AT MORNINGSTAR CONDOMINIUMS**

DISCLAIMER BY DEVELOPER/DECLARANT:

THIS DOCUMENT IS A SUMMARY OF INFORMATION CONTAINED IN VARIOUS DOCUMENTS RELATED TO THE CASITAS AT MORNINGSTAR CONDOMINIUMS PROJECT AND OTHER SOURCES. THE INFORMATION IS INTENDED TO PROVIDE AN OVERVIEW OF CRITICAL ISSUES AND TO COMPLY WITH APPLICABLE NEW MEXICO STATUTES. DO NOT RELY SOLELY ON THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE CONDOMINIUM DECLARATION, ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS, SALES CONTRACT, COMMITMENTS TO ISSUE TITLE INSURANCE, TITLE EXCEPTION DOCUMENTS AND DEEDS SHOULD BE REVIEWED IN DETAIL BY THE PURCHASER AND/OR ITS COUNSEL.

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|---|---|
| <p>1. Phase 1 Name and Address of Seller:
Rog/Mill, L.L.C.
1155 South Telshor Boulevard, Suite 100
Las Cruces, New Mexico 88011</p> | <p>3. Name and Address of Declarant:
Rog/Mill, L.L.C. and Morningstar II, Inc.
1155 South Telshor Boulevard, Suite 100
Las Cruces, New Mexico 88011</p> |
| <p>2. Phase 2 Name and Address of Seller:
Morningstar II, Inc.
1155 South Telshor Boulevard, Suite 100
Las Cruces, New Mexico 88011</p> | <p>4. Name and Address of Association:
The Casitas at Morningstar Homeowner's
Association, Inc.
3650 Morningstar Drive
Las Cruces, New Mexico 88011</p> |

THE CASITAS AT MORNINGSTAR CONDOMINIUMS Project (the "Condominium Project") is governed by The Casitas at Morningstar Homeowner's Association, Inc., a New Mexico nonprofit corporation (the "Association"). Membership in the Association is mandatory for owners of Units at the Condominium Project. The responsibilities and authority of the Association are defined in the Declaration for The Casitas at Morningstar (the "Declaration," a copy of which is attached as Exhibit 1), the Plat of Survey for the Association of record in the Doña Ana County records (the "Plat," a copy of which is available in the office of the Association for review, and which is a part of the Declaration), the Articles of Incorporation (the "Articles," a copy of which is attached hereto as Exhibit 2), and Bylaws of the Association (the "Bylaws" attached hereto as Exhibit 3), which bylaws and Declaration authorize the Board to establish Rules and Regulations (the "Rules") governing the use of the Units and of the Common Elements. The current First Amended Rules and Regulations are attached to this Disclosure as Exhibit 4 (the Declaration, the Plat, the Articles, the Bylaws, and the Rules being collectively referred to as the "Condominium Instruments"), copies of each of which will be given to Purchasers at or prior to closing. The Association is not currently a party to any contract or lease that is subject to termination pursuant to section 47-7C-5, New Mexico statutes Annotated 1978, but if the Association hereafter enters into such a contract or lease, the same will be subject to termination as set forth in said Section.

5. DESCRIPTION OF TYPE OF OWNERSHIP

A. Condominium Ownership.

- (1) The term "condominium" refers to a form of property ownership. The condominium unit owner (the "Unit Owner") is the sole owner of fee simple title to his condominium, that portion of the building that comprises his living quarters and which is called a "Unit." In addition, the Unit Owner is one of many mutual owners (legally speaking, tenants in common) of Common Elements and facilities which service all Units and which the Owner may use and enjoy along with Owners of other Units. The property owned in common is called the "Common Elements," and each Unit Owner's share of ownership is called the "Common Element Interest," and is expressed as a fraction or percentage and set forth in the Declaration.
- (2) Each Unit Owner will also have, subject to the restrictions in the Declaration and rules made by the Association, the right to use the Common Elements.
- (3) The Declaration, together with the Plat, Bylaws and Articles of Incorporation, create the Condominium Project. The ownership share in the Common Elements is an "undivided interest," which means that a Unit's Common Element Interest cannot be divided from other Units' Common Element Interests or sold separately from the Unit. No Unit or Unit Owner owns all of a particular Common Element; rather, all Unit owners own an undivided interest in all Common Elements.
- (4) The ownership of a Common Element Interest gives the Unit Owner the right to participate in the control of the Common Elements (subject to the Declarant's reserved right of control for a time as set forth in the Condominium Instruments). Ownership imposes upon the Unit Owner the obligation to pay a defined share of the expenses to operate and maintain all of the Common Elements. It is the ownership of an undivided interest in the Common Elements which distinguishes condominium ownership from other forms of property ownership.

B. Common Elements. "Common Elements" means the building and the property, as shown on the Plat, except the Units.

C. Limited Common Elements. "Limited Common Elements" means those parts of the Common Elements which are either limited to and reserved for the exclusive use of the Owner or Owners of a particular Unit or are limited to and reserved from the common use of the Owners of more than one of the Units. Without limiting the foregoing, the Limited Common Elements includes the balconies/decks or enclosed porches related to each of the Units.

6. PHYSICAL DESCRIPTION AND COMPLETION OF IMPROVEMENTS

The Condominium Project consists of two phases. Phase 1 consists of constructing 122 Units on the 6.83 acre site. In addition to the 122 Units, Phase 1 provides for a clubhouse/exercise facility, outdoor swimming pool/spa, gas barbeques. Phase 1 will be gated. The construction of Phase 1 was completed in March 2005.

Declarant also purchased an additional 9.3 acres of land adjacent to Phase 1's 6.83 acre site. Declarant is building 149 Units in Phase 2 of this total condominium construction. Phase 2 provides for a clubhouse/exercise facility, indoor swimming pool/spa, gas barbeques. Phase 2 will also be gated.

Once Phase 2 is completed the owners of Phase 2 Units will also have the use and benefits of Common Elements of Phase 1 and the owners of Phase 1 Units will also have the use and benefits of the Common Elements of Phase 2. Construction of Phase 2 is scheduled to be completed by February 2008.

The general description of the Phase 1 and 2 is as follows:

A. Units. The Condominium Project Phase 1 and 2 consist of 271 Units, all with accompanying Common Elements. The Condominium Project Phase 1 and 2 will contain one to three bedrooms which are identified on the Plat attached to filed Amended Condominium Declaration with the square footage variable of each Unit specified in the attached Exhibit "B" (The Casitas at Morningstar Homeowner's Association Schedule of Percent of Ownership).

B. Clubhouses. The Condominium Project contains a two clubhouses / exercise facilities (the "Clubhouses").

C. Parking and Landscaping. The Condominium Project contains some attached garage units, some detached garage units, covered carport spaces, other uncovered parking spaces and various landscaping, open space and sidewalks. Assigned parking spaces will be assigned to an Owner by the Association as the Association shall in its discretion shall determine. Unit Owners shall also be allowed to park in the open unassigned parking spaces.

7. AMENITIES FOR THE CASITAS AT MORNINGSTAR CONDOMINIUMS

A. Pool/Spa. The Condominium Project will have two swimming pools/ spa facilities which is part of the Common Elements. The swimming pools/spa facilities, area are open for use by all Unit Owners and tenants, subject to rules adopted by the Association from time to time. Maintenance of the pool and hot tub will be a common expense.

B. Clubhouses. The Clubhouses are currently outfitted with an exercise room, community meeting/entertaining areas. The Clubhouses will be open for use by all Unit Owners and tenants, subject to rules adopted by the Association from time to time. Maintenance of the Clubhouse will be a common expense.

C. No Fees for Use of Amenities. Generally, the Declaration does not provide for any fees to be paid for the use of the amenities, and such amenities are generally available for use by all Unit Owners without payment of additional fees. The Association may charge reasonable fees for the particular use of some of the amenities, such as the use of the Clubhouse for cleanup costs. Currently the Association will charge a \$100.00 "cleanup fee" for any Unit Owner who reserves the Clubhouse for a scheduled party and does not adequately clean the Clubhouse post party. The difference between the Association's actual clean up cost and the cleanup fee will be refunded to Unit Owner paying the cleanup fee.

8. NO BUILDING CODE OR OTHER VIOLATIONS

Declarant has not received notice that the Condominium Project is in violation of any building codes or other municipal regulations.

9. NO JUDGMENTS OR SUITS

There are no unsatisfied judgments or pending suits against the Association or material to the Condominium Project of which the Declarant has actual knowledge.

10. ASSESSMENTS, BUDGET AND BALANCE SHEET

A. Taxes and Assessments. Real property taxes are levied separately against each individual Unit and Unattached Garages. Each Unit Owner will receive an individual tax bill when the tax assessor assesses the Unit as an individual tax parcel each year. The Unit Owner then will be responsible for the payment of taxes on the Unit and their fractional interest for the taxes on Common Elements. If a Unit Owner also owns one of the detached garage units, the ownership in such garage unit will also be considered part of a Unit for tax purposes but may be taxed separately.

B. Association. The Association will be permitted to assess certain costs to the Owners, as set forth in the Condominium Documents. A Purchaser will be required to pay the Unit Owners' "Common Expenses" allocable to the Unit on a monthly basis, payable in advance. These Common Expenses payable for the month in which the sale of a Unit closes, shall be adjusted on a per diem basis as of close of escrow, and then payable on a monthly basis thereafter. The percentage of Common Expenses to be assessed against each Unit is fixed by the Declaration which assesses each Unit Owner by the heated floor space of their Unit divided by the heated floor space of all the Units. The estimated Common Expenses for a full year of operation (based on full occupancy of the Condominium Project) for each Unit are as set forth in the Budget attached to this Disclosure as Exhibit 5.

C. Common Expense Assessments. Owners will be assessed for funds necessary to meet the budget of the Association. Annual assessments will be established prior to the beginning of each fiscal year and will be payable on a monthly basis ("Monthly Assessments"). On the first day of every month, each Unit Owner will pay an installment of one-twelfth of the amount of the annual assessment. The Association is not required to regularly send bills or requests for such payments.

YOU MUST MAKE EACH MONTHLY PAYMENT WHETHER OR NOT YOU RECEIVED A STATEMENT FOR THE SAME. **On the initial purchase of a Unit the monthly assessment will be prorated through the end of the closing month plus the next month's assessment will be paid in advance at closing.**

D. Other Assessments. In addition to the Common Expense Assessments, the Association may levy (a) a special assessment to defray the cost of any construction, reconstruction and repair or replacement of a Common Element, or for any extraordinary cost or expense incurred or to be incurred by the Association, and (b) a specific assessment against particular Units (i) receiving benefits, items, or services not provided to all Units within the Project that are incurred upon request of the Owner of a Unit for specific items or services relating to the Unit, or (ii) that are incurred as a consequence of the conduct of less than all Owners, their licensees, invitees, or guests, or (iii) for costs incurred in bringing the Unit into compliance with the provisions of the Declaration, the Articles, the Bylaws, and Rules.

E. Working Capital Fund. In addition to the regular monthly installment of the Common Expense Assessment paid on the Unit in the month escrow closes, each Purchaser is required to make at close of escrow an initial capital contribution to the Association's "Working Capital Fund" as described in the Declaration. The initial capital contribution due at closing is equal to one (1) months' of the then-Regular Monthly Assessments of the Association. This amount shall be deposited by the buyer into the purchase and sale escrow at the closing of its acquisition of its Unit and disbursed to the Association. **THE INITIAL CAPITAL CONTRIBUTION TO THE WORKING CAPITAL FUND IS NOT AN ADVANCE PAYMENT ON YOUR MONTHLY ASSESSMENT AND IS NOT REFUNDABLE.** The Declarant shall have no obligation to make contributions to the working capital fund. There are no outstanding obligations in favor or against the Working Capital Fund.

F. Initial Budget and Balance Sheet. Attached to this Disclosure as Exhibit 5 is a copy of the projected budget for the Association for the current year. The budget has been prepared by the Declarant. The budget was prepared with the assumption that all Units will be occupied (because all Units are required to pay assessments, regardless of whether they are occupied), and with the assumption that no inflation will occur (because it is a one-year budget). The budget includes the following: (a) the amount included in the budget as a reserve for repairs and replacement; (b) the amount of any other reserves; (c) the projected common expense assessment by category of expenditures for the Association; and (d) the project monthly common expense assessment for each Unit.

- (1) THE BUDGET FIGURES ARE, OF COURSE, ONLY ESTIMATES, AND THE DECLARANT CANNOT BE CERTAIN THAT SUFFICIENT FUNDS HAVE BEEN BUDGETED TO COVER ALL COMMON EXPENSES THAT MAY BE INCURRED NOW OR IN FUTURE YEARS.

- (2) Declarant believes the figures in the Budget represent the best estimates obtainable; because actual expenditures may differ from estimated expenditures, due to possible changes in the future income of the Condominium Project or other variable factors, such estimates are not intended or considered guarantees of any kind whatsoever.
- (3) The declarant does not provide any services not reflected in the budget that the Declarant expects may become at any subsequent time a Common Expense of the Association.

G. Effect of Nonpayment of Assessments. New Mexico law establishes that nonpayment of Association dues becomes a priority lien on a Unit that does not need to be recorded to be perfected and is not extinguished by the transfer of ownership from a seller to a Purchaser. The lien may be foreclosed by the Association against a defaulting Unit.

11. CURRENT CONDITION OF PROPERTY

At the time an earnest money contract is signed, attached to the contract will be a property condition report. The exact condition of each Unit is more particularly set forth in the Property Condition Report, which is not attached to this Disclosure, but is being delivered separately to each prospective buyer (see Paragraph 15 "Warranties or Representations").

12. INSURANCE

A. Master Fire and Casualty Insurance. The Association will maintain a master fire and casualty insurance policy with extended coverage endorsement for the full insurable value of all improvements, the premiums for which will be included in the Association Assessments.

B. Public Liability & Property Damage Insurance. The Association shall maintain property and liability insurance coverage on portions of the Units and the Common Elements, the premiums for which are included in the Association Assessments. The limits of the insurance will not be less than \$1,000,000 covering all claims for death, personal injury, and property damage arising out of a single occurrence. The policy will provide that the terms may not be modified without at least thirty (30) days' prior written notice to the Association and to each holder of a First Security Interest as listed in the insurance policy. **UNIT OWNERS ARE RESPONSIBLE FOR CARRYING, AT THEIR OWN EXPENSE, INSURANCE TO AUGMENT OR COVER LOSSES AND DAMAGES NOT COVERED BY THE INSURANCE CARRIED BY THE ASSOCIATION.**

C. Liability Insurance Inside Units. **UNIT OWNERS ARE RESPONSIBLE FOR CARRYING, AT THEIR OWN EXPENSE, INSURANCE TO AUGMENT OR COVER LOSSES AND DAMAGES NOT COVERED BY THE BLANKET INSURANCE CARRIED BY THE ASSOCIATION.** The insurance coverage carried by the Association will not insure Unit Owners against liability arising from an accident or injury occurring within a Unit or liability arising from

the willful or negligent act or omission of a Unit Owner. As such, Declarant strongly recommends that each Unit Owner obtain insurance coverage on personal property and liability exposure not covered by the Unit Owners' association policy. The insurance coverage on improvements and fixtures installed by an Owner and on furnishings, including carpeting and other floor covering, draperies, oven, range, refrigerator, wallpaper, disposal and other items of personal property belonging to an Owner, and public liability coverage within each Unit shall be the sole and direct responsibility of the Owner thereof, and neither the Board, the Association, the Declarant, nor the managing agent of the Condominium Project shall have any responsibility for maintaining such insurance for the benefit of any Owner. Finally, the Unit Owner may also wish to insure any improvements to the Unit to the extent that the improvements increase the value of the Unit beyond the limit of coverage provided by any applicable policy maintained by the Association (if applicable). The Unit Owner should consult his insurance broker before purchasing such additional insurance.

D. Flood Insurance. The Association will provide flood insurance if the Condominium Project is located in a federally identified Flood Hazard Area. Any such insurance premium will be included in the Association Assessment.

E. Fidelity Insurance. The Board will also maintain appropriate fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association, including any managing agent.

F. Worker's Compensation Insurance. Worker's compensation will be provided for any Association employees.

G. Director's and Officer's Liability Insurance. Liability insurance for protection of directors and officers of the Association will be provided.

13. ENCUMBRANCES ON TITLE

The land is subject to the encumbrances shown on the commitment for title insurance, a pro forma copy of which is attached to this Disclosure as Exhibit 6. These encumbrances are generally identified on Schedule B-2 of the title commitment. These encumbrances may affect the title, ownership and use of the Unit and the Condominium Project, and should be reviewed carefully. Purchaser is advised to timely consult legal counsel with respect to all such matters, as there are strict time limits provided in the sales contract executed by a Purchaser and Declarant (herein, a "Sales Contract") to raise objections to any such matters. Attached is the title commitment to the initial Condominium Project. The encumbrances in the commitment and the recorded covenant, condition, restriction or reservation for the Condominium Project along with the unrecorded rules and regulation, and the unrecorded bylaws are the covenants, conditions, restrictions and reservation for each Unit purchased.

14. TIME SHARE

Units within the Condominium Project are not sold as "time share" units, and the Declaration specifically prohibits their sale as such.

15. WARRANTIES OR REPRESENTATIONS

On all new units, Seller warrants the Property against defects in material and workmanship for a period of one (1) year from Closing Date. All material, equipment and subcontractor warranties will be assigned to Buyer. Buyer must notify Seller of any defects in the Property in a timely manner and within the one year warranty period. Repair or replacement will be undertaken as soon as possible under the circumstances. This warranty does not apply to normal wear and tear, damage caused by alteration or additions made by Buyer, or minor cracks due to normal settling. This warranty does not apply to a specified area or size of a unit. The units, although they may not be exact, have been built in substantial compliance to the Unit's plans and specifications. **As to size, and other than the material and workmanship warranty specified above, Purchaser is relying solely on Purchaser's own inspection and examination of the Unit and not on any representation or warranties of Declarant.** This warranty will survive Closing.

16. RIGHT OF CANCELLATION

In compliance with New Mexico statutes, Declarant hereby informs Purchasers that: (a) within seven (7) days after receipt of this Disclosure, a Purchaser, before conveyance, may cancel any contract for purchase of a Unit from Declarant; (b) if Declarant fails to provide this Disclosure to a purchaser before conveying a Unit, that purchaser may rescind the purchase within six (6) months from the date of conveyance; (c) if a purchaser elects to cancel a contract pursuant to its right, such purchaser may do so by hand-delivering notice thereof to the Declarant or by mailing notice thereof by prepaid United States mail to the Declarant or to its agent for service of process; and (d) if a purchaser receives this Disclosure more than seven (7) days before signing a contract to purchase a Unit, he cannot cancel the contract. Cancellation pursuant to this paragraph is without penalty, and all payments made by the purchaser before cancellation shall be refunded promptly.

17. EARNEST MONEY DEPOSIT

The earnest money deposit and all other funds paid by a Purchaser prior to delivery of a deed will be held in escrow by Seller in a segregated account at Southwest Abstract and Title Co. in Las Cruces, New Mexico. Any such funds shall be returned to Purchaser if Purchaser cancels the Sales Contract pursuant to Section 47-7D-8 of the New Mexico Statutes Annotated, 1978 (as described in Section 16 of this Disclosure). Earnest money will not bear interest.

18. FINANCING

A Unit Purchaser may apply for financing from any lender or may pay all cash at settlement. The Declarant is not obligated to assist a Purchaser in obtaining financing. However, the Declarant has arranged referral relationships for Purchasers' permanent loan commitments through at least one

bank. The bank will provide for a number of first mortgage loans secured by Units in the Condominium Project to qualified Purchasers meeting standard credit requirements. The terms of all such financing will be available to Purchasers from the lender. The Declarant reserves the right to use any credit information provided by a Purchaser to any other lender solely for the purpose of obtaining financing for the Purchaser's Unit. Financing is subject to the additional terms and conditions as stated in the lender's commitment letter to the Purchaser and in the loan instruments.

19. RESTRAINTS ON ALIENATION

The Units do not have any restraints on alienation, except in connection with certain transfers by purchasers under the resident program, as set forth in their respective contracts.

20. GENERAL INFORMATION

A. The exhibits which follow this presentation provide a more detailed description of the Condominium Project and the rights and obligations of the Unit Owner. Please review the exhibits carefully and discuss any questions with your attorney.

B. Do not rely on any information, data, or representation not referred to in this presentation and not contained in the various exhibits and documents mentioned herein. No person has been authorized by the Declarant to make any representation which is not expressly contained herein. This presentation may not be changed or modified orally.

C. The Declarant reserves the right to change the terms of this Disclosure to the extent and in the manner permitted by law.

[END OF DISCLOSURE STATEMENT]

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