Welcome Packages
The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

NEW HOMEOWNER (BUYER) CONTACT INFORMATION FORM

Please fill out this form and return to Spectrum Association Management with closing info.

Association Name (name of subdivision): _____

New Homeowner (Buyer) Name(s)

Last Name: _____ First Name: _____

Last Name: _____ First Name: _____

New Homeowner (Buyer) Contact Information

Property Address: _____

Mailing Address: _____

Home Phone: _____ Alternate Phone Number: _____

Email: _____

[ ] *Yes, I would like an online account to be created using the email address I provided.*

Please visit us at www.SpectrumAM.com

IT IS POLICY OF SPECTRUM ASSOCIATION MANAGEMENT THAT ALL OF YOUR INFORMATION REMAINS STRICTLY CONFIDENTIAL.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

CONGRATULATIONS ON YOUR NEW HOME!

SpectrumAM is proud to partner with your Board of Directors to manage your community association. Once we receive finalized paperwork on your purchase, we will send you a Community Association Handbook with the information you will need to create an account on the SpectrumAM HOA mobile app. The Spectrum app provides an easy, mobile-friendly way to pay assessments, submit property improvement requests, view the latest news from your community, and more. Registration is simple and easy. Just enter the information exactly as it is printed on the label located inside the Community Association Handbook, and you're good to go.

Below is a list of our frequently asked questions and answers for new homeowners. Should you need help, please use our "Chat Now" feature on our website at www.spectrumam.com.

Welcome to the community and be on the lookout for your Community Association Handbook with your account number in the coming weeks.

Changes to the Home's Exterior: Are you adding a shed or pool? Replacing your roof or painting your home? Updating your home is common, and we have made it easier for that process to go quickly and smoothly. Not all property improvements require the same supporting documents, which is why we only request information that is relevant to your request. To see what you need to submit your improvement request, or before making any modifications, visit www.spectrumam.com/homeowners/property-improvement or scan the QR code. This process ensures that the community's look remains harmonious and can help prevent unexpected issues.

Access to Pool Cards, Gate Remotes, Clubhouse Reservations, and Other Amenities: If your associations offer pools, gates, or other common amenities, we want to make it easy for you to request devices for entry or make reservations, where available. Since we will not receive your information for a couple weeks from the title company, we have created this site to help you get the access you need. Visit www.spectrumam.com/homeowners/access-and-amenities/ or scan the QR code. If the previous owner of your new home has provided you with their access device(s), please contact us at access@spectrumam.com to ensure it is not deactivated and to register the device(s) to your account.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Resident Benefits: Living in a SpectrumAM community comes with a range of perks designed to make your life easier. From trusted housekeepers and grocery delivery to reliable handyman services, we have curated a variety of services just for you that have been discounted with up to $300 in savings. Visit www.spectrumam.com/resident-benefits/ or scan the QR code to learn more.

Other Questions: Make sure to explore the SpectrumAM Knowledge Base to access even more information about community associations at www.spectrumam.com/knowledge/ or scan the QR code. There you will also be able to access the "Chat Now" feature for homeowner support 24/7.

Again, welcome to the community! You will be able to access much more information after we receive all your closing documents in the coming weeks. Do not forget to download the Spectrum HOA app and register your account using the information in your Community Association Handbook when it arrives!

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Credit Disclosure Form

Property Address: _____

Buyer Name(s): _____

Seller Name(s): _____

Closing Date: _____

Credit Amount: $_____

The undersigned hereby authorizes the disposition of the above-referenced credit as indicated below. Please select one option:

☐ **Apply Credit to Buyer**
The credit shall be applied to the buyer's side of the closing statement and/or closing costs.

☐ **Refund Credit to Seller**
The credit shall be refunded to the seller by check and mailed to the address provided below.

Mailing Address for Refund Check (if applicable):

Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____

Email Address: _____

If there is a credit balance on the account, the Credit Disclosure Form must be completed and submitted to provide instructions on how the credit should be handled.

If a completed Credit Disclosure Form is not emailed to closing@spectrumam.com or

Order Number:
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

included with the title paperwork, any credit remaining on the account will be transferred to the new buyer's account once the ownership transfer is completed.

Spectrum Association Management is not liable for any funds that are not credited or returned to the seller due to failure to submit a completed Credit Disclosure Form before the ownership transfer is processed.

By signing below, the undersigned acknowledges and authorizes the disbursement of the credit as selected above.

Authorized Signature: _____

Printed Name: _____

Date: _____

For Internal Use Only

Credit Processed By: _____

Date Processed: _____

Check Number (if applicable): _____

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Articles of Incorporation
The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

FILED
In the Office of the
Secretary of State of Texas
MAY 01 2001
Corporations Section

ARTICLES OF INCORPORATION
OF
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

I, the undersigned natural person over the age of eighteen (18), acting as an incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation is The Park at Vista Del Norte Homeowners Association, Inc., hereinafter sometimes referred to as "corporation" or "Association".

ARTICLE II.

The corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The corporation shall have all power allowed by the law of Texas to be exercised by non-profit corporations, including the power and responsibility to maintain and administer the common area of The Park at Vista Del Norte Subdivision Unit 1 and any additional properties which may come within the jurisdiction of the Association; to administer and enforce any covenants and restrictions filed of record in the Real Property Records of Bexar County, Texas; to collect and disburse the assessments and charges thereof; and to similarly deal with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed which the Association may acquire.

ARTICLE V.

The street address of the initial registered office of the corporation is 1175 W. Bitters, Suite 200, San Antonio, Texas 78216, and the name of its initial registered agent at such address is Gordon V. Hartman.

VOL 08865 PG 00740

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT "B" - PAGE 3

ARTICLE VI.

The corporation shall have one or more classes of members as provided in the bylaws of the corporation. The affairs of the Association shall be managed by a board of directors consisting of three (3) initial members. The number of directors may be increased as provided in the bylaws of the corporation. The qualifications, manner of selection, duties, terms and other matters relating to the board of directors shall be provided in the bylaws. The initial directors of the corporation are as follows:

Name Gordon V. Hartman
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

Name Ed Berlanga
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

Name Bob Broussard
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

ARTICLE VII.

Every person or entity who is a record owner of a fee or undivided interest in any residential lot situated in The Park at Vista Del Norte Subdivision Unit 1 which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such unit lot merely as a mortgagee shall not be a member.

ARTICLE VIII.

The Association may enter into one or more maintenance agreements, shared facilities agreements, or other contracts or agreements to cost share any construction, maintenance, or service which the board of directors of the Association determines beneficial to the Association, to permit non-member access to common facilities of the Association, to create limited membership privileges, or for such other purposes as the board of directors determines beneficial for the Association.

VOL 08856 PG 00741

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT "B" PAGE 4

ARTICLE IX.

A director is not liable to the corporation or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE X.

The corporation may indemnify a person who was, is or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the corporation as provided by the provisions in the Act governing indemnification. As provided in the bylaws, the board of directors shall have the power to define the requirements and limitations for the corporation to indemnify directors, officers, members, or others related to the corporation.

ARTICLE XI.

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE XII.

The name and street address of the incorporator is:

Ronald W. Hagauer
745 E. Mulberry, Suite 850
San Antonio TX 78212

IN WITNESS THEREOF, the undersigned has executed these Articles of Incorporation on the 30th day of April, 2001.

Ron Hagauer

By: Ronald W. Hagauer

VOL 08855 PG 00742

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT B PAGE 5

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared **RONALD W. HAGAUER**, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct.

Given under my hand and seal this 30th day of April, 2001.

BEVERLY ANN RESENDEZ
Notary Public, State of Texas
My Commission Expires 12-2-03

Notary Public, State of Texas

VOL 08856 PG 00743

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT B PAGE 6

Budget

The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Annual Budget Summary - Operating

The Park at Vista Del Norte Homeowners Association, Inc.

2026

Date: 12/19/2025
Time: 3:07 pm
Page: 1

Account	Total
INCOME	
Income	
4110-00 Homeowner Assessment	**111,510.00**
4225-00 HOA Assessment (Street Light Credit)	**4,590.00**
Total Income	**$116,100.00**
Total OPERATING INCOME	**$116,100.00**
EXPENSES	
Maintenance	
5110-00 General Mat./Repairs	**2,500.00**
5111-00 Electric Maint/Repairs	**2,500.00**
5120-00 Common Area Maintenance	**2,500.00**
5125-00 Gate Maintenance & Repair	**15,000.00**
5140-00 Fence Repair & Maintenance	**5,000.00**
5150-00 Irrigation Maint/ Repairs	**2,000.00**
5151-00 Irrigation Inspection	**600.00**
5152-00 Vandalism Repairs	**500.00**
5190-00 Signage Repair/Maint.	**1,000.00**
5510-00 Property Maintenance	**1,500.00**
Total Maintenance	**$33,100.00**
Utilities	
5210-00 Electric	**1,500.00**
5220-00 Water	**2,000.00**
5245-00 Gate Phone	**1,500.00**
Total Utilities	**$5,000.00**
Administrative	
5310-00 General Administrative	**10,000.00**
5430-00 Legal	**1,000.00**
5540-00 Insurance	**8,629.00**
5550-00 Taxes	**200.00**
5810-00 Committees	**5,000.00**
5820-00 Decorating	**3,500.00**
Total Administrative	**$28,329.00**
Professional Services	
5410-00 Management Fee	**14,035.00**
5420-00 Audit and Tax Services	**375.00**
5425-00 Meeting Expense	**200.00**
Total Professional Services	**$14,610.00**
Contracted Services	
5140-00 Landscape Maintenance Contract	**17,500.00**
5145-00 Gate Maintenance Contract	**2,300.00**
Total Contracted Services	**$19,800.00**
Reserve Expenses	
6300-00 Transfer to Reserve	**15,261.00**
Total Reserve Expenses	**$15,261.00**
Total OPERATING EXPENSE	**$116,100.00**
Net - Operating Totals	**$0.00**

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

CINCSystems, Inc. Copyright 2025 . All rights reserved.

Account	Total
INCOME	
Total RESERVE INCOME	**$0.00**
EXPENSES	
Total RESERVE EXPENSE	**$0.00**
Net - Reserve Totals	**$0.00**

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

CINCSystems, Inc. Copyright 2025 . All rights reserved.

Bylaws

The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 2

BYLAWS

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

BYLAWS
OF
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.
NAME AND LOCATION

The name of the corporation is The Park at Vista Del Norte Homeowners Association, Inc. The principal office of the corporation shall be located at 1175 W. Bitters, Suite 200, San Antonio, Texas 78216, but meetings of members and directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

"Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

"Association" shall mean and refer to The Park at Vista Del Norte Homeowners Association, Inc., its successors and assigns as provided herein.

"Board of Directors" or "Board" shall mean and refer to the board of directors of the Association as provided herein.

"Common Area" shall mean and refer to any real property acquired by or leased to the Association if such property is designated as "Common Area" in the instrument transferring such property.

"Declarant" shall mean and refer to Gordon V. Hartman Enterprises, Inc., a Texas corporation, and its successors and assigns.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of The Park at Vista Del Norte Subdivision Unit 1 and include the same as it may, from time to time, be amended, supplemented and additional properties added, subject to and in accordance with the terms thereof.

"Lot" shall mean and refer to a designated parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

"Member" or "Members" shall mean and refer to all those Owners who are members of the Association.

"Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot but excluding those having an interest merely as security for the performance of an obligation.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner shall be a Member of The Park at Vista Del Norte Homeowners Association, Inc.

Section 2. Allocation of Voting Rights. The Association shall have two classes of voting membership:

a. The Class A Member shall be all those Owners as defined in Section 1 above, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot he owns.

b. The Class B Member shall be the Declarant. The Class B Member shall be entitled to four votes for each Lot it owns, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on May 1, 2010

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot it owns, subject to the following rights of Declarant.

Pursuant to Section 1.2.2 of the Declaration, additional land may be annexed into the subdivision and upon every annexation of such additional land, the Association shall, even if Class B membership has theretofore ceased pursuant to this Section, automatically have two classes of voting membership:

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

A. Class A Members shall be all the Owners as defined in Section 1 above, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot the Member owns.

B. Class B Members shall be the Declarant. The Class B Member shall be entitled to six votes for each Lot it owns (including each Lot owned prior to the annexation of additional land), provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on May 1, 2015.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot it owns.

Section 3. Member Rights in Association. No Member shall have any direct interest in the funds and assets of the Association, but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in his Lot. Membership in the Association shall be mandatory.

ARTICLE IV.
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within two (2) years from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date and time determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before and not more than fifty (50) days in advance of such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Actions. When a quorum is present at a meeting, the vote of a majority, present in person or represented by proxy, shall decide any question brought before the meeting except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

ARTICLE V.
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a board of directors consisting of three (3) directors, who need not be Members of the Association. The number of directors may be increased to five (5) directors as provided in Article XII, Section 1.

Section 2. Term of Office. At the first annual meeting the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI.
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by the Board of Directors and from the floor at the annual meeting. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII.
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

as though taken at a meeting of the directors.

Section 5. Actions. When a quorum is present at a meeting, the vote of a majority, present in person or represented by proxy, shall decide any question brought before the meeting except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

ARTICLE VIII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

a. adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, an independent contractor, or such other employee as the Board deems necessary, and to prescribe their duties including check writing duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

one-fourth (1/4th) of the Class A Members who are entitled to vote;

b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c. as more fully provided in the Declaration, fix the amount of the annual assessments to every Owner, send written notice of each assessment to every Owner, and foreclose the lien against any Lot for which assessments are not paid or take other appropriate action;

d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. procure and maintain adequate liability and hazard insurance on the Common Area and other property owned by the Association;

f. cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

g. cause the Common Area and any other property owned by the Association to be maintained.

ARTICLE IX.
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

a. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

Vice-President

b. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

c. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Treasurer

d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of account.

ARTICLE X.
COMMITTEES

Section 1. Committees. The Association shall appoint an Architectural Control Committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI.
ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay the Association annual, special and individual assessments which are more particularly set out in the Declaration and secured by a continuing lien upon the Lot against which the assessment is made. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII.
AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. All of the provisions of the Declaration are hereby incorporated by reference for all purposes into these Bylaws. The provisions in the Declaration that have been incorporated by reference shall not be amended except as provided in the Declaration.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ARTICLE XIII.
MISCELLANEOUS

Section 1. Inspection. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words The Park at Vista Del Norte Homeowners Association, Inc.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of The Park at Vista Del Norte Homeowners Association, Inc. have executed these Bylaws effective the 2nd day of May, 2001.

By: Gordon V. Hartman

By: Ed Berlanga

By: Bob Broussard

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

CC&Rs

The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

FILED BY
ALAMO TITLE

RECORDED BY:
ALAMO TITLE COMPANY
GF NO. Courtesy
$ 85.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1

BEXAR COUNTY, TEXAS

20210227 - 16625

NOTICE: ADDITIONAL REQUIREMENTS, OBLIGATIONS AND GUIDELINES APPLICABLE TO THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1 ARE CONTAINED IN RESIDENTIAL DESIGN GUIDELINES ("RDG"); RULES AND REGULATIONS ("REGULATIONS"); AND THE ARTICLES OF INCORPORATION ("ARTICLES") AND BYLAWS ("BYLAWS") OF THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION") WHICH IS A MANDATORY ASSOCIATION. EACH OF THESE DOCUMENTS FORM AN INTEGRAL PART OF THIS DECLARATION. THE RDG, REGULATIONS, ARTICLES AND BYLAWS MAY BE AMENDED AND MODIFIED, FROM TIME TO TIME, AND ALL OWNERS OF LOTS WITHIN THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1 SHALL BE SUBJECT TO THE REQUIREMENTS OF SUCH DOCUMENTS, AS AMENDED. EACH OWNER OR PROSPECTIVE OWNER OF A LOT WITHIN THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1 IS URGED TO CAREFULLY REVIEW AND ADHERE TO THE SUBMITTAL REQUIREMENTS CONTAINED WITHIN THIS DECLARATION AND THE RDG RELATIVE TO THE PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS WITHIN THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1 IN ORDER TO AVOID UNNECESSARY DELAY AND EXPENDITURES; ADHERENCE TO THE SUBMITTAL REQUIREMENTS AND APPROVAL PROCESS IS MANDATORY. ALL OF THE DOCUMENTS REFERENCED HEREIN AND ANY AMENDMENTS THERETO ARE AVAILABLE UPON REQUEST FROM THE ASSOCIATION. EACH OWNER OR PROSPECTIVE OWNER OF A LOT WITHIN THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1 SHOULD CAREFULLY EXAMINE EACH OF THE REFERENCED DOCUMENTS, IN ADDITION TO THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

TABLE OF CONTENTS

Article I.

ADMINISTRATIVE PROVISIONS 2
Division 1.1 Definitions 2
Division 1.2 Declaration 4
Section 1.2.1 Property Subject to this Declaration 4
Section 1.2.2 Additions To Existing Property 4
Division 1.3 Easements 4
Section 1.3.1 Appurtenant Easements 4
Section 1.3.2 Utility Easements 5
Section 1.3.3 Declarant Easements 5
Section 1.3.4 Service Easements 5
Section 1.3.5 Platted Easements 5
Section 1.3.6 Landscape Easements 6
Section 1.3.7 Overhang Easements 6
Section 1.3.8 Drainage Easements 6
Section 1.3.9 Damages 6
Division 1.4 Common Facilities and Common Area 6
Section 1.4.1 Members' Easements of Enjoyment 6
Section 1.4.2 Title to Common Facilities and Common Area 6
Section 1.4.3 Extent of Members' Easements 6

Article II.

HOMEOWNERS ASSOCIATION 7
Division 2.1 Incorporation 7
Division 2.2 Membership and Voting Rights 7
Section 2.2.1 Membership 7
Section 2.2.2 Allocation of Voting Rights 7
Section 2.2.3 Member Rights in Association 8
Section 2.2.4 Declarant Rights in the Association 8
Division 2.3 Board of Directors 9
Division 2.4 Assessments 9
Section 2.4.1 Creation of the Lien and Personal Obligation of Assessments 9
Section 2.4.2 Purpose of Assessments 9
Section 2.4.3 Basis of Annual Assessments 9
Section 2.4.4 Special Assessments for Capital Improvements . . . 10
Section 2.4.5 Change in Annual Assessments 10
Section 2.4.6 Quorum for Any Action Authorized Under Sections 2.4.4 and 2.4.5 10
Section 2.4.7 Date of Commencement of Annual Assessments . . 10
Section 2.4.8 Duties of the Board of Directors 10
Section 2.4.9 Effect of Non-Payment of Assessments; The Lien; Remedies of the Association 11
Section 2.4.10 Nonjudicial Foreclosure 11
Section 2.4.11 Subordination of the Lien to Mortgages 12
Section 2.4.12 Origination Fee 13
Section 2.4.13 Exempt Property 13
Division 2.5 Functions of the Association 13

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 2.5.1 Functions 13
Section 2.5.2 Mortgage and Sale 14
Section 2.5.3 Conveyance to Association 15
Section 2.5.4 Conveyance by Association 15
Section 2.5.5 Amenities 15
Division 2.6 Community Access 15
Division 2.7 Liability, Insurance and Release 15
Section 2.7.1 No Liability 15
Section 2.7.2 Maintain Insurance 15
Section 2.7.3 Release of Claims 15
Division 2.8 Entry Gate and Streets 16
Section 2.8.1 Entry Gate 16
Section 2.8.2 Streets 16
Section 2.8.3 Public Park 17

Article III.

ARCHITECTURAL CONTROL COMMITTEE 17
Division 3.1 Establishment of Architectural Control Committee 17
Division 3.2 Composition and Designation of Committee 17
Section 3.2.1 Composition 17
Section 3.2.2 Chairman 17
Section 3.2.3 Term of Office 17
Section 3.2.4 Staff and Consultants 17
Division 3.3 Approvals Required 18
Division 3.4 Duties and Functions of ACC 18
Section 3.4.1 Plan Approval 18
Section 3.4.2 Disapproval 18
Section 3.4.3 Period for Construction 18
Section 3.4.4 Setback Lines 18
Section 3.4.5 Inspection 18
Section 3.4.6 Authority 19
Section 3.4.7 Release 19
Section 3.4.8 Residential Design Guidelines 19
Section 3.4.9 Variance 19
Division 3.5 Submittal to ACC 19
Division 3.6 Basis for Approval 20
Division 3.7 Failure to Act 20
Division 3.8 Limitation of Liability 20
Division 3.9 Approved Contractors 20
Division 3.10 Approvals in Writing 20
Division 3.11 Certificate of Compliance 20

Article IV. PROTECTIVE COVENANTS 21
Division 4.1 General 21
Section 4.1.1 Compliance by Owners 21
Section 4.1.2 Insurance 21
Section 4.1.3 Liability for Damage to Common Facilities and Common Area 21
Section 4.1.4 Non-Waiver 21
Section 4.1.5 Time Shares 21
Section 4.1.6 Leasing 21
Section 4.1.7 Cable Television 21

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 4.1.8 Lot Consolidation 22
Division 4.2 Use 22
Section 4.2.1 Permitted Uses 22
Section 4.2.2 Pets and Other Animals 22
Division 4.3 Site Planning and Development 22
Section 4.3.1 Design Precepts 22
Section 4.3.2 General Site Development Standards 22
Section 4.3.3 Landscaping, Etc 23
Section 4.3.4 Mail Boxes 23
Section 4.3.5 Signs 23
Section 4.3.6 Driveways 24
Section 4.3.7 Fences 24
Section 4.3.8 Athletic Facilities 24
Section 4.3.9 Burial of Pipe and Tanks 24
Section 4.3.10 Yards and Ground Cover 24
Division 4.4 Construction 24
Section 4.4.1 Standards 24
Section 4.4.2 New Construction Only, Etc 24
Section 4.4.3 Temporary Structures 24
Section 4.4.4 Insulation and Fire Walls 25
Section 4.4.5 Maximum Building Height 25
Section 4.4.6 Size of Dwelling 25
Section 4.4.7 Exterior Lighting 25
Section 4.4.8 Garages 25
Section 4.4.9 Outbuilding Requirements 25
Section 4.4.10 Exterior Materials, Roofs, Etc 25
Division 4.5 Nuisances 26
Section 4.5.1 Garbage and Refuse Disposal 26
Section 4.5.2 Lot and Lawns and Plantings 26
Section 4.5.3 Antennas 26
Section 4.5.4 Oil and Mining Operations 26
Section 4.5.5 Clothes Drying Area 26
Section 4.5.6 Water and Sewer 27
Section 4.5.7 Parking and Storage of Vehicles 27
Division 4.6 Maintenance 27
Section 4.6.1 Duty of Maintenance 27
Section 4.6.2 Maintenance of Yards, Etc 27
Section 4.6.3 Oak Wilt 27
Section 4.6.4 Maintenance of Easements 28
Section 4.6.5 Enforcement of Maintenance 28
Division 4.7 Light Poles 28
Section 4.7.1 Installation and Hook Up 28
Section 4.7.2 Designation of Lots 28
Section 4.7.3 Maintenance and Payment of Electricity 28
Section 4.7.4 Easement 29
Division 4.8 Governmental and Environmental Concerns 29
Section 4.8.1 Storm Water Pollution Prevention Plan 29
Section 4.8.2 Geological Features; Caves and Sinkholes 29

Article V.

MISCELLANEOUS PROVISIONS 29
Division 5.1 General 29

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

RECORDED

Section 5.1.1 Term 29
Section 5.1.2 Assignment of Rights and Duties 30
Section 5.1.3 Power of Attorney 30
Section 5.1.4 Mineral Reservation 30
Section 5.1.5 Incorporation of Other Documents 30
Section 5.1.6 Authorized Action 30
Section 5.1.7 Limitation of Liability 30
Section 5.1.8 Liberal Interpretation 30
Section 5.1.9 Effect of Violations on Mortgages 30
Section 5.1.10 Terminology 30
Section 5.1.11 Disclaimer by Declarant 31
Division 5.2 Amendment 31
Section 5.2.1 Amendment by Members 31
Section 5.2.2 Notice and Quorum 31
Section 5.2.3 Amendment by Declarant 31
Section 5.2.4 VA/FHA Approval 32
Division 5.3 Rules of Construction 32
Section 5.3.1 Severability 32
Section 5.3.2 Interpretation 32
Section 5.3.3 Singular, Plural and Gender 32
Section 5.3.4 Construction 32
Section 5.3.5 Articles, Divisions and Sections 32
Division 5.4 Violations Defined 32
Division 5.5 Penalties 32
Division 5.6 Remedies 33
Section 5.6.1 Enforcement 33
Section 5.6.2 Effect of Other Regulations 33
Section 5.6.3 Hearing by the Board 33
Section 5.6.4 Indemnification 33

VOL8850 PG0518

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1

BEXAR COUNTY, TEXAS

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS DECLARATION, made on the date hereinafter set forth by Gordon V. Hartman Enterprises, Inc., a Texas corporation, hereinafter referred to as "Declarant" for The Park at Vista Del Norte Subdivision Unit 1 as prescribed by instrument filed of record at Volume 9550, Page 116, Official Public Records of Real Property, Bexar County, Texas.

W I T N E S S E T H:

Whereas, Declarant (as defined in Article 1, Division 1.1), on the date hereof is the owner of certain real property located in Bexar County, Texas; and

Whereas, Declarant desires to create thereon a residential community with designated "Lots" (as that term is defined herein) for the benefit of the present and future Owners of said Lots; and

Whereas, Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities and Common Area, and to this end desires to further subject the above-described real property, together with such additions as may hereinafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof; and

Whereas, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and Common Area, if any, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

Whereas, Declarant covenants that The Park at Vista Del Norte Homeowners Association, Inc. will be incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to The Park at Vista Del Norte Subdivision Unit 1 and Declarant desires to conform the restrictions on the use of the herein described real property as necessary for the purpose of subjecting said property and the owners thereof to the jurisdiction of The Park at Vista Del Norte Homeowners Association, Inc.;

Now, Therefore, Declarant declares that the real property above-described, and such additions thereto as may hereafter be made pursuant to the terms hereof, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth as well as those previously filed of record to the extent the same are not abrogated or superseded herein.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Article I.

ADMINISTRATIVE PROVISIONS

Division 1.1 Definitions. The following words and terms when used in this Declaration shall have the following meanings:

"Annual Assessment" shall mean and refer to a charge against each Owner and his Lot made by the Association in accordance with and for the purposes set forth in Article 2, Division 2.4.

"Appointing Authority" shall mean Declarant for as long as Declarant owns any interest in the Properties. Thereafter, it shall mean the Board. Declarant shall also have the right and authority at any time to assign to the Board the obligations, authority and position of Appointing Authority. Any such assignment shall be effective upon the expiration of ninety (90) days after receipt by any member of the Board of written notice of such assignment.

"Architectural Control Committee" or "ACC" shall mean and refer to the committee created hereinafter, subject to the provisions of Article 3 hereof, by the Declarant.

"Articles" shall mean and refer to the Articles of Incorporation of the Association.

"Association" shall mean and refer to The Park at Vista Del Norte Homeowners Association, Inc., its successors and assigns as provided herein.

"Board of Directors" or "Board" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles and Bylaws of the Association.

"Bylaws" shall mean and refer to the Bylaws of the Association as they may, from time to time, be amended.

"Common Area" shall mean and refer to any real property acquired by or leased to the Association if such property is designated as "Common Area" in the instrument transferring such property.

"Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: signs, fountains, sculpture, landscaping, walls, bridges, and other similar or appurtenant improvements.

"Declarant" shall mean and refer to Gordon V. Hartman Enterprises, Inc., a Texas corporation and its successors and assigns.

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions of The Park at Vista Del Norte Subdivision Unit 1 and include the same as it may, from time to time, be amended, supplemented and additional properties added, subject to and in accordance with the terms hereof.

"Improvement" or "Improvements" shall mean and refer to any structure, whether preliminary, temporary or permanent, constructed or placed, or intended to be placed, upon

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

any portion of any Lot by, or on behalf of any Owner (including the Association) and shall, where appropriate to the context, include clearing, grading, grubbing, landscaping and removing trees or other vegetation and/or any modification, expansion, demolition or removal of any existing structure.

"Improved Lot" shall mean and refer to any Lot within the Properties on which a Living Unit has been constructed. A Lot shall be deemed to be an "Improved Lot" when construction of a Living Unit thereon is completed, and closing of a sale thereof has taken place; or when the Living Unit is occupied by the owner, whichever occurs first.

"Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

"Lot" shall mean and refer to a designated parcel, tract, or area of land on the Properties established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon.

"Member" shall mean and refer to all those Owners who are members of the Association as provided in Article 2, Section 2.2.1, hereof.

"Notice" shall mean and refer to delivery of any document by regular mail, with postage prepaid, to the last known address (according to the records of the Association) of the person or entity to whom such Notice is to be given. Notice to one (1) of two (2) or more co-Owners shall constitute Notice to all Owners. Notice shall be effective upon depositing such document in a depository maintained by the United States Postal Service for such purposes.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having an interest merely as security for the performance of an obligation.

"Plat" shall mean and refer to the plat filed of record at Volume 9550, Page 116, Official Public Records of Real Property, Bexar County, Texas.

"Properties" shall mean and refer to the land known as The Park at Vista Del Norte Subdivision Unit 1set forth in the Plat.

"Public Rights-of-Way" shall mean all dedicated public rights-of-way and public areas in or adjacent to the Properties that applicable governmental authorities have not accepted for maintenance or are not maintaining properly.

"Residential Design Guidelines" or RDG shall mean and refer to the architectural standards, guidelines, objectives and procedures for the design, placement and construction of residences and related improvements in the Properties. The Residential Design Guidelines shall be promulgated by the ACC, and shall serve to guide the ACC in its design review and approval process as described in Article 3, Section 3.4.8.

"Rules and Regulations" shall mean and refer to the rules and regulations of the Association as set forth in Article 4 and as may, from time to time, be amended, modified, supplemented and revoked pursuant to the Bylaws.

"Setback Line" shall mean and refer to each line designated on the Plat as such or

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

20220171000

Residential Design Guidelines, which, within the area from the Setback Line to the property line of the Lot, no Improvements shall be constructed without written approval of the ACC or the line on each plat within a property defining the minimum horizontal distance between a structure and the adjacent property line as such, which, within the area from the Setback Line to the property line of the Lot, no Improvements shall be constructed.

"Special Assessment" shall mean and refer to a charge against each Owner and such Owner's Lot made in accordance with and for the purposes set forth in Article 2, Section 2.4.4.

"Start of Construction" shall mean and refer to the first placement of permanent construction of a structure on a Lot, such as the pouring of a slab or footings, the installation of pipes, the construction of columns, or any work beyond the stage of excavation.

"Unimproved Lot" shall mean and refer to any Lot within the Properties except for Improved Lots.

Division 1.2 Declaration

Section 1.2.1 Property Subject to this Declaration The real property subject to this Declaration is the Properties. All of the Properties and any right, title or interest therein shall be owned, held, leased, sold and conveyed by Declarant, and any subsequent owner of all or any part thereof, shall be subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

Section 1.2.2 Additions To Existing Property. Additional real property may become subject to this Declaration in the following manner:

A. If Declarant is the owner of any real property which it desires to add to the scheme of this Declaration or Declarant consents to the addition of real property by any other person, firm or corporation, it may do so, without the consent of the Members, by filing of record a Notice of Annexation, which shall extend the scheme of the covenants, conditions and restrictions of this Declaration to such real property. Declarant, its successors and assigns, shall not be bound to make any additions to the Properties.

B. The Notice of Annexation may contain additions, deletions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added real property.

C. Upon a merger or consolidation of the Association with another association, the Association's property, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

Division 1.3 Easements

Section 1.3.1 Appurtenant Easements. Declarant grants to all Owners (and their

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

employees, guests, lessees and invitees) as an appurtenance to and as part of the interest held by such Owner, but subject to this Declaration, Articles, Bylaws and Rules and Regulations, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Common Area, if any, which are an intrinsic and appurtenant part of the value of the Lots; such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of Declarant; provided, however, Declarant reserves the right (but not the obligation) to maintain and use all rights-of-way and easements associated therewith and to maintain and place Declarant's signs thereon.

Section 1.3.2 Utility Easements. Declarant reserves to itself without necessity of the joinder of any Owner, and notwithstanding the fact that it may not then own such affected portion of the Properties, the right to grant easements or licenses to any private company, public or private utility or governmental agency providing utility and other similar services within the Properties upon, over, under and across the Properties or any portion thereof. Such easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating wastewater lines, irrigation lines, water lines, waterworks, water mains, water distribution systems, drainage systems, pipes, wires, power lines, telephone service, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery, licenses, equipment and rights appurtenant thereto and which may be necessary or desirable for the installation and maintenance of utilities and providing such services to Owners, the Properties and Common Area, if any, or any portion thereof. All such easements to be of a size, width and location so as to not unreasonably interfere with the use of any Improvements which are constructed or have been finally approved by the ACC for construction on the date of the grant of the easement.

Section 1.3.3 Declarant Easements. Declarant hereby reserves to itself and to such other persons as Declarant may, from time to time, designate in writing, a perpetual easement, privilege and right in and to, over, under on and across the Properties, for ingress, and egress as required by its employees, agents, independent contractors, invitees and designees; provided, however, that such access and use is not to unnecessarily interfere with the reasonable use and enjoyment of these Properties by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Properties including, but not limited to, easements for street lights and signage for the benefit of homebuilders constructing Living Units in the Properties. The easements granted by Declarant shall not unreasonably interfere with the enjoyment of the Properties.

Section 1.3.4 Service Easements. Declarant hereby grants to delivery, pick-up and fire protection services, police and other authorities or governmental agencies, United States Postal Service mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant, the non-exclusive, perpetual right of ingress and egress over and across the Properties for the purpose of performing their authorized services and investigation.

Section 1.3.5 Platted Easements. The Plat dedicates for use as such, subject to the limitations set forth herein, certain easements shown thereon, and the Plat further establishes certain dedications, limitations, restrictions and reservations applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said Lot or any part thereof.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 1.3.6 Landscape Easements. The Declarant grants to the Association an ingress and egress easement on the Lots that are adjacent to the entry way and the outer fence adjacent to Vista Valet Drive and Longleaf Pine. This easement is granted for the purpose of insuring that the outer fence adjacent to Vista Valet Drive and Longleaf Pine, area adjacent to the outer fence adjacent to Vista Valet Drive, Longleaf Pine and entry way into the Properties are continuously maintained, well landscaped and have proper signage.

Section 1.3.7 Overhang Easements. Each Lot shall be subject to an easement five feet (5') wide for encroachments created by construction, settling and overhang of Improvements constructed by third parties.

Section 1.3.8 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the ACC require. The Declarant reserves across the rear five feet (5') of each Lot an easement for water drainage, as contours of land and the placement of Improvements on the Lots require. Each Owner covenants not to disturb or displace the drainage easement by planting any trees or other vegetation within the drainage easement which would divert, increase, accelerate or impede the natural flow of water over and across such easements.

Section 1.3.9 Damages. Neither Declarant nor the Architectural Control Committee nor any member of the Architectural Control Committee nor any utility company shall be liable for any damages done by them or their assigns, their agents, employees or servants, using any easements, whether now or hereafter in existence, (located on, in, under or through the Properties) to fences, shrubbery, trees or flowers or driveways or other property now or hereinafter situated on the land covered by said easements.

Division 1.4 Common Facilities and Common Area

Section 1.4.1 Members' Easements of Enjoyment. Subject to the provisions of Division 1.3 of this Article 1, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and Common Area, if any, when completed, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 1.4.2 Title to Common Facilities and Common Area. Declarant may retain legal title to the Common Facilities and Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of Declarant, the Association is able to maintain same. Declarant does not intend to set aside any land in the Properties as Common Area but may set aside land in future phases as Common Area.

Section 1.4.3 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The rights and easements existing or hereafter created in favor of others as provided for in the Plat and/or in Article I, Division 1.3 hereof.

B. The rights of the Association, once it has obtained legal title to the Common Facilities and Common Area, to do the following.

(1) to borrow money for the purpose of constructing or improving the Common Facilities and Common Area and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles and Bylaws of the Association; and

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

VOL 8850 PG 0524

(2) to take such steps as are reasonably necessary to protect the Common Facilities and Common Area against foreclosure; and

(3) to suspend the enjoyment rights of any Member for non-payment of assessments or infractions of the Rules and Regulations; and

(4) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities and Common Area; and

(5) to dedicate or transfer all or part of the Common Facilities and Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members.

Article II.

HOMEOWNERS ASSOCIATION

Division 2.1 Incorporation. Declarant shall charter a corporation under the Texas Non-Profit Corporation Act to be known as The Park at Vista Del Norte Homeowners Association, Inc., or by such other name as may be designated at the time of its incorporation, which incorporation may be subsequent to the conveyance of any Lot, for the purposes of assuring compliance with the terms of this Declaration. The Association, acting through its Board, shall have the power to enforce the covenants, conditions, restrictions, and all other terms contained in this Declaration, and subject to the provisions set forth herein, shall have the membership characteristics, powers, duties, and functions as set forth herein.

Division 2.2 Membership and Voting Rights

Section 2.2.1 Membership. Each Owner of each Lot within the Properties shall be a Member of the Association.

Section 2.2.2 Allocation of Voting Rights. The Association shall have two classes of voting membership:

A. The Class A Members shall be all those Owners as defined in Section 2.2.1 with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot within the Properties.

B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to four votes for each Lot in which it holds the interest required by Section 2.2.1 above, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on May 1, 2010.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

an interest, subject to the following rights of the Declarant.

Pursuant to Section 1.2.2, additional land may be annexed into the Properties and upon every annexation of such additional land, the Association shall, (even if Class B membership has theretofore ceased pursuant to this Section), automatically have two classes of voting membership:

A. Class A Members shall be all Owners as defined in Section 2.2.1, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot within the Association.

B. Class B Members shall be the Declarant. The Class B Member shall be entitled to six votes for each Lot in which it holds the interest required by Section 2.2.1 above (including each Lot owned prior to the annexation of additional land), provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on May 1, 2015

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds an interest.

Section 2.2.3 Member Rights in Association. No Member shall have any direct interest in the funds and assets of the Association, but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in the Properties. **Membership in the Association shall be mandatory and shall continue so long as this Declaration is in effect.**

Section 2.2.4 Declarant Rights in the Association. Declarant shall be entitled to appoint one (1) member of the Board for as long as Declarant owns two or more Lots. During the time Declarant is entitled to appoint a member of the Board, whether Declarant exercises that right of appointment or not, the Board and the Association shall have no authority to, and shall not, without the prior written consent of Declarant, undertake any action which shall:

A. Prohibit or restrict in any manner the sales, leasing and marketing programs of Declarant.

B. Decrease the level of maintenance services of the Association as specified in the Articles, Bylaws and this Declaration.

C. Make any Special Assessment or individual assessment against Declarant's property within the Properties or upon Declarant.

D. Change the membership of the ACC or diminish its powers as stated herein.

E. Alter or amend this Declaration, Articles or Bylaws of the Association.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

F. Except as otherwise provided herein, terminate or cancel any contracts of the Association, except as may be permitted therein.

G. Terminate or waive any rights of the Association under this Declaration.

H. Convey, sell, lease, mortgage, alienate or pledge any easements, Common Facilities or Common Area of the Association.

I. Except as provided in Article 2, Sections 2.5.2, 2.5.3, and 2.5.4, accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association.

J. Terminate or cancel any easements granted pursuant to this Declaration or by the Association.

K. Terminate or impair in any fashion any easements, powers or rights of Declarant hereunder.

L. Restrict Declarant's right of use, access and enjoyment of any of the Properties or any portion thereof.

M. Cause the Association to default on any obligation of it under any contract or this Declaration, unless Declarant consents in writing to the prohibited action.

Division 2.3 Board of Directors. The Board shall be comprised of three (3) members. The number of members of the Board may be amended in accordance with the provisions of the Bylaws, subject, however to Section 2.2.4 of this Article.

Division 2.4 Assessments.

Section 2.4.1 Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner shall be deemed to covenant and agree to pay to the Association: 1) Annual Assessments and charges for the Common Facilities and Common Area; 2) Special Assessments for capital improvements to the Common Area and Common Facilities; and 3) individual assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such Lot at the time the obligation accrued.

Section 2.4.2 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of enforcing the Declaration, promoting the values and amenities of the Properties, and in particular, for the improvement, replacement, maintenance and operation of the Public Rights-of-Way, Common Facilities and Common Area, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Facilities and Common Area by the Members.

Section 2.4.3 Basis of Annual Assessments. The Annual Assessment for both Improved and Unimproved Lots shall be determined by the Board of Directors in the manner

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Instr # 05521

provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The Annual Assessment for Unimproved Lots shall be one-fourth (1/4) the Annual Assessment for Improved Lots.

Section 2.4.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments provided for in section 2.4.1, the Association may levy, in any assessment year, a Special Assessment for the purpose of defraying, in whole or in part, the cost of a capital improvement on or which is a part of the Common Facilities or Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 2.4.5 Change in Annual Assessments. The Annual Assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than twenty-five percent (25%) above that of the previous year without a vote of the membership. Any increase in the Annual Assessment of more than twenty-five percent (25%) above that of the previous year shall require approval of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for that purpose.

Section 2.4.6 Quorum for Any Action Authorized Under Sections 2.4.4 and 2.4.5. The quorum required for any action authorized by Sections 2.4.4 and 2.4.5 hereof shall be as follows: At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 2.4.7 Date of Commencement of Annual Assessments. The Annual Assessments provided for herein shall commence on a date set by the Board of Directors and if the Board does not set the date of the annual assessment then the annual assessment shall commence on the date the first house in the Properties is conveyed to a Member who will occupy the house. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the Annual Assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the Annual Assessment provided for in Section 2.4.3 hereof as the remaining number of months in that year bears to twelve. When a Lot becomes an Improved Lot after the Annual Assessment for it as an Unimproved Lot has been paid, there shall be payable as of the first day of the month following the month when it becomes an Improved Lot, a sum equal to the difference between the Annual Assessment for Unimproved Lots and the Annual Assessment for Improved Lots prorated over the balance of the year then remaining. The due date of any Special Assessment under Section 2.4.4 hereof shall be fixed in the resolution authorizing such assessment.

Section 2.4.8 Duties of the Board of Directors. Prior to the beginning of each fiscal year for the Association, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied by the Association as herein provided, and

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

20000U FOUR

the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year for the Association for which such Assessments are payable, or during such fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. Written notice of the assessment shall thereupon be sent to every Member subject thereto. The Association shall upon demand at any time furnish to any Member liable for said assessment a certificate that shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 2.4.9 Effect of Non-Payment of Assessments; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 2.4.7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate of interest permitted by law, and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the Lot, or foreclose on the Lot as provided in Section 2.4.10 and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit. Notice of the lien referred to in this Section may be given by the recordation in the office of the county clerk of Bexar County, Texas, of an affidavit, duly executed, acknowledged by an officer of the Association, setting forth the amount owed, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and a legal description of such Lot.

Section 2.4.10 Nonjudicial Foreclosure.

A. To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments when due, or if an Owner fails to perform any of the obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sums to be reimbursed shall be secured by this Special Deed of Trust. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust may:

(1) Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statue thereto; and

(2) Purchase the Lot at any foreclosure sale by offering the highest

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

B. If requested by the Association to foreclose this lien, the Trustee shall:

(1) Either personally or by agent give notice of the foreclosure sale as required by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto;

(2) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and

C. From the proceeds of the sale, pay, in this order:

(1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;

(2) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;

(3) any amounts required by law to be paid before payment to the Owner; and

(4) to the Owner, any remaining balance.

D. Ronald W. Hagauer, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

E. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

F. It is the intent of the provision of this section to comply with the provisions of Texas Property Code Section 51.002, relating to nonjudicial sales by power of sale and, in the event of the amendment of Section 51.002 hereafter, which amendment is applicable hereto, the President of the Association, acting without joinder of any Owner or mortgagee of any Owner, and by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with the amendments to Section 51.002.

G. Any liens created by this Declaration shall be superior to all other liens and charges against any Lot covered hereby, save and except ad valorem tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

Section 2.4.11 Subordination of the Lien to Mortgages. The lien of the assessments

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereinafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 2.4.12 Origination Fee. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each prospective Owner shall be deemed to covenant and agree to pay to the Association an origination fee in the sum of $100.00 for each newly constructed Living Unit. The origination fee shall become due and payable and collected on the date of the transfer of the Lot with the newly constructed Living Unit to the new occupant.

Section 2.4.13 Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

Division 2.5 Functions of the Association

Section 2.5.1 Functions. The Association shall have all of the powers of a Texas non-profit corporation, as such powers may exist from time to time, subject only to such limitations upon the exercise of such powers as may be expressly set forth in this Declaration, and the Articles and Bylaws. It shall further have the power to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration, Articles or Bylaws. Without in any way limiting the generality of the two (2) preceding sentences, the Association and the Board acting on behalf of the Association, shall have the power and authority to perform the following functions:

A. The Association shall provide maintenance for the Common Area, Common Facilities and Public Right-of-Ways. The Association shall have the power, but not the obligation, to provide maintenance for any property located within the Properties with respect to which the Association has accepted an easement. The Association shall also have the power, but not the obligation, to supplement the services provided by any governmental agencies or to provide special maintenance or services for particular areas in the Properties which it deems desirable. The Association reserves a perpetual right of access on and across all or any part of the Properties in order to provide any maintenance or services required or authorized to be performed or undertaken by the Association.

B. The Association shall have the power to take any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties, Articles, Bylaws or Rules and Regulations, including, without limitation, those contained within this Declaration and as set forth in any amendment.

C. The Association shall conduct the business of the Association, including, but not limited to, administrative services such as legal, accounting, financial and communication services. The Association shall have the right to enter into management agreements with companies affiliated with Declarant in order to provide its services and perform its functions and to retain professionals necessary or proper in the operation of the Association.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

D. The Association shall have the power, but not the obligation, to purchase and maintain in effect general liability, flood and hazard insurance covering Improvements and activities on the Common Area and such other insurance and in such amounts as the Board deems necessary. The Association shall cause all officers or employees having fiscal responsibility to be bonded in such amounts as the Board deems necessary.

E. The Association shall operate the ACC in accordance with the terms of this Declaration.

F. The Association shall adopt, publish and enforce the Rules and Regulations.

G. The Association shall have the power, but not the obligation, to provide lighting on the Common Area.

H. The Association may construct improvements on the Common Area. Any construction of improvements by the Association shall be subject to the same approval process and procedures as are provided for in Article 3.

I. The Association may provide exterior maintenance upon any Improvement or Lot located within the Properties which, in the Association's opinion requires such maintenance because such Improvement or Lot is being maintained in a sub-standard manner. The Association shall notify the Owner of any such Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected such condition within fifteen (15) days after the date of such Notice, the Association may correct such condition. The cost of such maintenance shall be assessed against the Lot and Owner as an individual assessment or the Board may offer to pay a portion of the repair if the Board determines that the repair or maintenance would enhance the beauty and value of the Properties (*i.e.*, rear or side fence along public street or entry way). For the purpose of performing the exterior maintenance authorized by this section, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Lot or Improvement.

J. The Association may carry out any of the functions and services specified in this Article 2 to the extent such maintenance and services can be provided with the proceeds first from Annual Assessments and then, if necessary and appropriate, from Special Assessments or individual assessments. The functions and services allowed in Section 2.5.1 of this Article 2 to be carried out or offered by the Association at any particular time shall be determined by the Board taking into consideration proceeds of assessments and the needs of the Association. The functions and services which the Association is authorized to carry out or to provide may be added to or reduced at any time upon the affirmative vote of a majority of the Board. The Association may additionally carry out all other powers and duties set forth in the Articles, Bylaws and Rules and Regulations.

Section 2.5.2 Mortgage and Sale. Subject to Article 2, Section 2.2.4, the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions; provided, however, that the Board shall not mortgage, sell nor otherwise transfer all or any part of the Common Area unless such action shall be authorized by a majority of the total eligible votes of the Members of the

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Association, cast at a duly called meeting of the Association, and unless Notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days, but no more than sixty (60) days, prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a written statement certifying the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association and such statement or certificate shall be annexed to any instrument of dedication, transfer or encumbrance affecting the particular Common Area, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 2.5.3 Conveyance to Association. The Association shall be obligated to accept any and all conveyances to it by Declarant of fee simple title, easements or leases to Common Facilities or Common Area. A majority of the Board shall determine whether the Association shall accept any other conveyances.

Section 2.5.4 Conveyance by Association. Subject to the provisions of this Article 2, the Association shall be empowered to delegate or convey any of its functions or properties to any governmental agency or public utility for public purposes consistent with the intended use of such property to the extent such entity shall assume and discharge all obligations relative thereto.

Section 2.5.5 Amenities. Declarant does not intend to construct or provide any amenities on the Properties except for entry way signage, landscaping adjacent to the entry way and a gate at the entry way.

Division 2.6 Community Access. Declarant and the Association hope that the access gate and private streets concept will discourage undesired and unauthorized vehicular and pedestrian traffic within the Properties and foster a higher degree of peace and tranquility. Although Declarant and the Association reasonably believe that the existence of a controlled access point may discourage the commission of criminal acts (e.g. burglary, theft, etc.) within the Properties, nevertheless, neither Declarant nor the Association warrant or guarantee that such acts will not be attempted or actually occur within the Properties.

Division 2.7 Liability, Insurance and Release. Each Owner, Member and resident of the Properties expressly understands, covenants and agrees with Declarant and the Association as follows:

Section 2.7.1 No Liability. Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner, Member and resident of the Properties.

Section 2.7.2 Maintain Insurance. Each owner, Member and resident of the Properties shall, from time to time and at various times, consult with reputable insurance industry representatives of each Owner's, Member's and resident's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner, Member and resident covering his or her real and personal property.

Section 2.7.3 Release of Claims. Each Owner, Member and resident of the Properties releases Declarant and the Association and their respective agents, attorneys, employees, officers, Directors, and partners from any liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the Properties.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Division 2.8 Entry Gate and Streets.

Section 2.8.1 Entry Gate. Streets within the Properties shall be private and shall be owned and maintained by the Association. Vehicular access to the Properties will be via a controlled entry gate. Except as herein provided, the Association may make rules governing access to the Properties and the use (including parking) of the streets of the Properties. Nothing in this Declaration, or any other statement of communication by Declarant or the Association shall constitute any representation or warranty by Declarant or the Association concerning the manner of operation of the gate nor concerning any security or safety protection which the entry gate may offer.

A. Absent Declarant's written consent to the contrary, the entry gate, when constructed, shall be kept open to the public every day, until three (3) months following the conveyance of the last Lot owned by Declarant within the Properties and future phases of development annexed to the jurisdiction of the Association. The right of entry is to ensure access to Lots by prospective new home purchasers and contractors to complete construction of homes.

Section 2.8.2 Streets. Each prospective Owner is hereby notified that the streets within the Properties are not public streets, but are private streets, Declarant and/or its contractor warrants the construction of the streets for a period of one year from completion of the street as verified by the project engineer. Maintenance beyond that period is the responsibility of the Association. Declarant has made an effort to preserve native trees wherever possible and to maintain an ambience of country lanes. Each prospective Owner should carefully note the width of the paved portion of the streets, the proximity of trees to the pavement and the location of trees within various esplanades. In purchasing a Lot, the Owner specifically assumes the risk for himself, his family, employees, guests, contractors and all other invitees of driving in narrow streets bordered closely by native trees and agrees to do so in a safe manner. Each prospective Owner also is notified that the drainage ditches, culverts and other drainage facilities within the Properties are not publicly owned. Each prospective Owner should carefully note the location of the facilities and avoid unsafe conduct in those areas.

A. The Board of Directors may make reasonable rules and regulations, and may proscribe such penalties, as it determines reasonable and necessary to promote safety within the Properties. In the event an Owner or Owner's family member or guest repeatedly violates such rules or fail to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable and prudent manner on the private streets within the Properties, such person may be subject to such penalties, including, but not limited to the following:

(1) fines; and/or

(2) the suspension of such person's right to traverse the private streets within the Properties via motorized vehicle for a period not to exceed thirty (30) days.

B. The Board may make such other and further rules regarding notification of safety infractions, proof of safety infractions and/or enforcement of the penalties as may be reasonably necessary to give effect to this Section.

C. In the event speed and traffic control in the Properties are assumed by the County or by some other public agency having the authority to issue penalties for

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

infractions thereof, the penalties prescribed herein may not be imposed in addition to the penalties imposed by said public entity.

Section 2.8.3 Public Park. The Properties are adjacent to and abut a public park. The Properties have access to the public park via the private streets in the Properties. The San Antonio Parks Foundation or other authority may require that the access to the public park be eliminated. In purchasing a Lot, the Owner specifically assumes the risk for himself, his family, employees, guests, contractors and all other invitees of individuals having access to the Properties via the public park.

Article III.

ARCHITECTURAL CONTROL COMMITTEE

Division 3.1 Establishment of Architectural Control Committee. The Declarant hereby establishes an Architectural Control Committee, which shall be operated and maintained in accordance with this Declaration.

Division 3.2 Composition and Designation of Committee.

Section 3.2.1 Composition. The ACC shall consist of three (3) regular members: the chairman of the ACC ("Chairman") and two (2) regular members to be appointed by the Chairman within ten (10) days following his appointment. The ACC may also include up to two (2) alternate members, each of whom shall be appointed by the Chairman and may be authorized by the Chairman to attend any meeting of the ACC in the absence of any regular member and to vote on all matters that come before the ACC at such meeting. The ACC also may include up to two (2) associate members, which will be appointed by the Chairman, any and all of whom may be authorized to attend such meetings as the Chairman shall specify and to participate in any discussion at such meetings, but not to vote on any matters. In the event one (1) of the members of the ACC other than the Chairman is removed, resigns or is no longer able to serve as a member, the Chairman shall appoint a new member of the ACC so that there will continue to be three (3) regular members of the ACC. A record of the members of the ACC shall at all times be kept at the offices of the Association or Declarant and such information shall be provided to any Owner or prospective purchaser of any Lot upon request. Members of the ACC need not be officers, directors nor members of the Association. Members of the ACC shall be reimbursed for reasonable out-of-pocket expenses incurred in their capacity as members of the ACC.

Section 3.2.2 Chairman. The Appointing Authority hereby appoints Gordon V. Hartman to be the first Chairman. The Appointing Authority shall have the right to remove the Chairman and any and all other members from the ACC at any time for any reason, with or without cause. Any successor Chairman of the ACC shall be appointed by Appointing Authority. As of January 31 of each year, the Appointing Authority shall review the composition of the members of the ACC and shall either re-appoint the Chairman or shall appoint a new Chairman.

Section 3.2.3 Term of Office. Each member of the ACC, regular, associate or alternate, shall hold office from the date of his appointment until January 31 of the succeeding calendar year, and thereafter until such time as a successor has been appointed, unless such member sooner resigns or is removed.

Section 3.2.4 Staff and Consultants. The Appointing Authority may also appoint staff and consultants to the ACC, including, but not limited to architects, landscape

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

architects, planners, engineers, attorneys and other individuals whose knowledge or skills will assist the ACC in carrying out its functions.

Division 3.3 Approvals Required. No Improvements shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ACC in accordance with Division 3.10 of this Article 3. Any change in the outward appearance of any Improvement, including, but not limited to, repainting the same in a different color, adding decorative sculptures or art work, wrought iron grills, changing in any manner the exterior appearance or the like, shall also require approval in writing by the ACC before any work is commenced. No Owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely affect other Lots, Improvements or Owners.

Division 3.4 Duties and Functions of ACC. The duties, powers and responsibilities of the ACC shall be as follows:

Section 3.4.1 Plan Approval. The ACC shall have the right of specific approval or veto of all architectural, engineering, platting, planning and landscaping aspects of any Improvement, as well as the general plan for development of any individual Lot within the Properties. All construction and development within the Properties is subject to local government control; provided, further, that the ACC may, in its sole discretion, impose standards of architectural and landscaping design, Setback Lines or a plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning, planning or other governmental codes. Such approval may be subject to special conditions or requirements, including, without limitation, the date upon which all Improvements are to be completed. The Architectural Control Committee shall be the sole authority for determining whether proposed structures and modifications of proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the Properties.

Section 3.4.2 Disapproval. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole opinion and absolute discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ACC shall consider the suitability of the proposed Improvements and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring Lots.

Section 3.4.3 Period for Construction. Unless specifically excepted in writing by the ACC, all Improvements shall be completed within a reasonable time from the date of commencement of such Improvements or within the time established by the ACC in the event that the approval is so conditioned.

Section 3.4.4 Setback Lines. The ACC shall in all cases have the right to determine and designate Setback Lines necessary to conform to the Plat and this Declaration in order to preserve the integrity of the Properties. The ACC's judgment and determination shall be final and binding with respect to the establishment of all Setback Lines.

Section 3.4.5 Inspection. There is specifically reserved unto the ACC the right of

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

entry and inspection upon any Lot for the purpose of determination by the ACC whether there exists any construction of any Improvement which violates the terms of any approval by the ACC or the terms of this Declaration, Plat or any amendment thereto.

Section 3.4.6 Authority. A majority of the ACC may take any action of the ACC and may designate a representative to act for it. In the event of death, disability, removal or resignation of the Chairman of the ACC, the Appointing Authority shall designate a successor. The ACC is specifically empowered to enforce the provisions of this Declaration, the conditions of all ACC approvals and all amendments to the Declarations by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement, or to remove any unapproved Improvement, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith.

Section 3.4.7 Release. In each instance where Improvements have been erected, or the construction thereof is substantially advanced, in such manner that the same violates the restrictions contained in this Declaration, Plat, RDG, ACC approvals or any other covenants which the ACC has the power to enforce, or in such manner that the same encroaches on any easement, Common Area, or Setback Line, the ACC reserves the right (but shall not be obligated in any manner) to release such Lot from the restriction which it violated and to grant an exception to permit the encroachment or violation so long as the ACC, in the exercise of its good faith discretion, determines that the release or exception will not materially and adversely affect the health, safety and appearance of the Properties. The ACC has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration.

Section 3.4.8 Residential Design Guidelines. The ACC may promulgate the guidelines by a majority vote, as it, in its sole discretion, deems proper to govern the submission of plans and specifications, including a requirement of design submission in phases, as well as format and content. All amendments, supplements, revocations and modifications shall also require a majority vote of the ACC. **Prior to acquiring any interest in a Lot, each prospective purchaser, transferee, mortgagee, and owner is strongly encouraged to contract the Architectural Review Committee to obtain and review the most recent Design Guidelines which will control the development, construction and use of the Lot. The Design Guidelines may contain standards, requirements, or limitations in addition to those expressly set forth or referred to in this Declaration and more stringent standards, requirements, or limitations than any specific standard, requirement or limitation set forth or referred to in this Declaration.**

Section 3.4.9 Variance. Subject to standards set forth in this Declaration, the ACC shall have the authority to grant variances from the provisions of its promulgated rules when in the opinion of the ACC, such variance is justified due to functional, aesthetic, or unusual or unforeseen circumstances. All variances granted must be approved by the ACC and must be evidenced by written instrument, in recordable form, and attached to a copy of the plan(s) approved by the ACC. If a variance is granted, no violation of the promulgated rules shall be deemed to have occurred with respect to the provision(s) for which the variance was granted, provided that the development of the Lot affected by the variance is in compliance with all details, set forth on the approved plans and specifications.

Division 3.5 Submittal to ACC. The ACC shall have the authority to adopt, as part of the RDG, submittal requirements covering procedures to be followed by all Owners or prospective Owners in connection with obtaining ACC approval for constructing Improvements on a Lot. No construction of Improvements shall be commenced unless all

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

required approvals have been obtained from the ACC and all fees established shall have been paid.

Division 3.6 Basis for Approval. Among other matters, the ACC shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed Improvements as may be determined from the front, rear, and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within the Properties and, to the extent possible, ensure the harmonious development of the Properties in conformity with the common plan and design. The ACC is not required to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such ACC, or any of its members, be subject to suit by anyone for damages.

Division 3.7 Failure to Act. In the event the Architectural Control Committee fails to approve or disapprove such plans and specifications or Contractor within thirty (30) days after the plans and specifications and the names of the Contractor have been submitted to it, approval will not be required and the provisions of this Division will be deemed to have been fully complied with. In the event approval is based on the ACC's failure to respond, approval shall be valid for a period of six (6) months from the date of complete submission to the ACC.

Division 3.8 Limitation of Liability. Neither the Declarant, the Association, nor the Committee, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner affected by the Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans or specifications.

Division 3.9 Approved Contractors. No construction of any building, fence, wall, recreational facilities, landscaping or other structure or Improvements shall be commenced on, in, or within the Properties until the primary contractor engaged to perform such construction shall have been approved in writing by the Architectural Control Committee.

Division 3.10 Approvals in Writing. All matters requiring approval of the Architectural Control Committee whether or not specifically addressed hereinabove or hereinbelow shall require that such approval be in writing.

Division 3.11 Certificate of Compliance. Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or material thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the Architectural Review Committee of the construction workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Lot.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Article IV.

PROTECTIVE COVENANTS

Division 4.1 General. The Properties in this Declaration shall be used only for single family residential or recreational purposes.

Section 4.1.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and the Rules and Regulations promulgated by the Board.

Section 4.1.2 Insurance. Nothing shall be done or kept on any portion of the Properties which shall increase the rate of insurance on the Common Area without the approval of the Board, nor shall anything be done or kept on any portion of the Properties which would result in the cancellation of insurance or which would be in violation of any law.

Section 4.1.3 Liability for Damage to Common Facilities and Common Area. Each Owner shall be legally liable to the Association for all damages to the Common Facilities and Common Area, or to any structures thereon, caused by such Owner, his licensees or any occupant of such Owner's Lot.

Section 4.1.4 Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.

Section 4.1.5 Time Shares. No Lot shall be owned or used in multiple or time share ownership.

Section 4.1.6 Leasing. Each Owner shall have the right to lease his property, provided that such lease is in writing and the lease provides that the tenant shall be bound by the provisions of this Declaration, Articles, Bylaws and Rules and Regulations and that the failure to comply with the provisions of these documents shall be a default under the lease. With the exception of a lender in temporary possession of property following a default under a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall lease his property for transient purposes. Any lease which is for a period of less than thirty (30) days shall be deemed to be for transient purposes. Failure of an Owner to take legal action, including the institution of legal proceedings against his lessee who is in violation of this Declaration, Articles, Bylaws or Rules and Regulations within ten (10) days after receipt of written demand to do so from the Board, shall entitle the Association, through the Board, to take any and all such action, including the institution of legal proceedings on behalf of such Owner against his lessee. Any expense incurred by the Association, including attorney's fees and costs of suit, shall be repaid to it by such Owner. Failure by such Owner to make such repayment within ten (10) days after receipt of written demand therefor shall entitle the Board to levy an individual assessment against such Owner and his property for all such expenses incurred by the Association.

Section 4.1.7 Cable Television. Declarant shall have the right to install a cable television system providing television entertainment, business and safety services. In connection with the installation, maintenance and operation of such systems, Declarant

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

reserves access, installation and service easements over, across and under the Common Area and Lots necessary to provide such cable television services to all Owners; provided, however, such easements shall be reasonably located by Declarant so as to not unreasonably impair the value or use of the Lots. All such easements shall be designated by written document upon Declarant's determination of the precise location thereof.

Section 4.1.8 Lot Consolidation. Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may with prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other Improvements as are permitted herein. The combined Lots shall continue to be treated as two Lots for purposes of assessments under this Declaration.

Division 4.2 Use. All Lots in this Declaration shall be used for single family residential purpose only. Notwithstanding anything herein to the contrary, upon the approval of Declarant and the ACC, Declarant and any Owner of a Lot who is a single-family builder shall be permitted to build and maintain sales models and offices until such time as the last Lot in the Properties is developed and sold by Declarant or any other Lot Owner. Uses which do not conform to the applicable governmental authorities will not be permitted.

Section 4.2.1 Permitted Uses. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests and tenants. During the construction and sales period of the initial dwelling units, the Declarant and any Owner of a Lot who is a single-family builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, a business office, storage areas, construction yards, signs, model units, and sales office. Only one such private single-family residence may be constructed, or otherwise placed upon, any one Lot.

Section 4.2.2 Pets and Other Animals. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Properties. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Properties other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Properties and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed or fenced area shall be constructed in accordance with plans approved by the Architectural Control Committee and shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

Division 4.3 Site Planning and Development

Section 4.3.1 Design Precepts. Due to the variety of residential architectural styles which can be accommodated within the Properties, design standards are to remain flexible with respect to product type, architectural style and site arrangement. The ACC, through its review and approval process, shall promote the overall aesthetic character of the Properties.

Section 4.3.2 General Site Development Standards.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

A. All residential land uses consistent with the design precepts of the Properties, and this Declaration, will be permitted. The ACC shall not approve any requested use which is offensive or a nuisance to other tracts due to factors such as odor, fumes, dust, smoke, heat, vibration, illumination, glare, noise, pollution, electrical or mechanical disturbance, radiation, drainage, excavation or other hazards or is otherwise inconsistent with the Rules and Regulations. No exterior speakers, horns, whistles, bells or other sound devices (except security devices installed exclusively to protect the Lot and Improvements situated thereon) shall be placed or used upon any Lot. The discharge or use of firearms is expressly prohibited. Hunting is prohibited. Additionally, there is prohibited the use of any bow and arrow, sling shot or other launching or catapulting device.

B. Site grading shall be kept to a minimum. Paving and Improvements are to be designed for maximum preservation of the natural grade and vegetation.

C. Unless otherwise specified, no Improvements of any kind will be permitted within the Setback Lines. Subject to the approval of the ACC as required herein, the following Improvements are allowed in the Setback Line area:

(1) paved parking areas
(2) steps, walkways and driveway access to the Lot
(3) landscaping
(4) planters not exceeding two (2) feet in height or within vehicular sight lines at intersections

Section 4.3.3 Landscaping, Etc. All landscaping, foundations, sculpture, house numbers, sidewalks, driveways, lighting or other Improvements on any Lot which are not concealed from view from every other Lot, other portions of the Properties or from any street must be harmonious and in keeping with the overall character and aesthetics of the Properties. To this end, submittal of plans therefore may be required by the Architectural Control Committee for its approval, or disapproval prior to the construction, alteration and/or placement of such items.

Section 4.3.4 Mail Boxes. All mail boxes on the Properties shall conform to the requirements of, and be located as directed by the United States Postal Service. The ACC may, subject to the requirements, further specify the location, design and appearance of the mail boxes.

Section 4.3.5 Signs. No advertising signs or billboards of any kind, shall be placed, permitted or maintained on, in or within any Lot without the consent in writing of the ACC, except (i) professionally made sign not more than twenty-four inches (24") wide by thirty inches (30") long advertising an Owner's Tract for sale or rent, and one (1) professionally made sign, not more than twelve inches (12") wide by twenty-four inches (24") long identifying the Tract owner's name or names. Declarant or any member of the ACC shall have the right to enter upon Owner's property and remove any such sign, advertisement or billboard or structure which is placed on any Tract in violation of these restrictions and, in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal. Signs which are removed can be picked up from the Association's office. The Declarant and any homebuilder constructing Living Units in the Properties shall be exempt from the restrictions set forth in this paragraph.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 4.3.6 Driveways. All driveways and sidewalks shall be surfaced with concrete or other similar hard surfaced material as approved by the ACC. No asphalt driveways are permitted.

Section 4.3.7 Fences. The design, construction, materials and specifications of fences shall be subject to the prior consent of the Architectural Control Committee. The Architectural Control Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Common cement fences, cinder block fences and chain link fences are specifically prohibited. Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of vertical alignment, (ii) missing, loose, or damaged stone or wood rails in the fence, (iii) symbols, writings, and other graffiti on the fence, and (iv) broken or loose wires.

Section 4.3.8 Athletic Facilities. Any swimming pool, tennis court, basketball goal, backboard or sport court, and the screening or fencing of such, to be constructed on any Lot shall be subject to the approval and requirements of the ACC, which shall include but which shall not be limited to, the following: (1) above-ground swimming pools normally will not be allowed; (2) the materials, design and construction shall meet standards generally accepted by the industry and shall comply with regulations of all applicable governmental authorities; and (3) the location shall be approved by the ACC. A basketball goal or backboard, of either permanent or temporary nature, shall not be placed on the street right-of-way or within fifteen feet (15') of the front property line and shall be subject to the prior approval of the ACC.

Section 4.3.9 Burial of Pipe and Tanks. No electric, water, wastewater, gas, telephone, cable television, utility or drainage lines or pipes of any sort or storage tanks shall be installed or maintained on a Lot above the surface of the ground, except temporary hoses and movable pipes use for irrigation purposes, except as approved in writing by the ACC. All such lines and tanks shall be buried in accordance with the requirements of the ACC.

Section 4.3.10 Yards and Ground Cover. No more than twenty-five percent (25%) of the front yard area of any Lot may be covered by rock or material other than dirt or vegetation except for such driveways and sidewalks as have been approved by the ACC.

Division 4.4 Construction.

Section 4.4.1 Standards. Construction standards regarding exterior building materials, etc. shall be established by the ACC.

Section 4.4.2 New Construction Only, Etc. Except for the use of recycled building material or except as approved by the Architectural Control Committee for buildings of historical merit, any and all structures, fences, walls, recreational facilities or other Improvements erected, altered or placed on any portion of a Lot shall be of new construction and shall be built in place, and, except as provided in Section 4.4.3 of this Article, no structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, shacks, garages, barns, or other temporary outbuildings shall be used anywhere on, in or within a Lot at any time, except as specifically provided for herein.

Section 4.4.3 Temporary Structures. Notwithstanding the other provisions of this

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Article 4, Declarant reserves unto itself and its successors and assigns (including homebuilders) the exclusive right to erect, place, and maintain such structures or facilities in or upon any portions of the Properties, as it in its sole discretion, may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary structures or facilities as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary structures for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties. However, an out-building of a temporary nature may be used for purposes of storage; provided, however, that same shall be placed or located in such manner that it is not visible from the Common Area or any part thereof, or any adjoining streets. Reasonable amounts of construction materials and equipment may be stored upon a Lot by the Owner thereof for reasonable periods of time during the construction of Improvements thereon.

Section 4.4.4 Insulation and Fire Walls. All ceilings, except garages, shall be no less than R-19 rated batt insulation or comparably rated insulation. All exterior walls, except garages, shall have no less than R-11 rated batt insulation or comparably rated insulation.

Section 4.4.5 Maximum Building Height. No building or structure erected, altered or placed upon, within or on a Lot shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one half (2 1/2) stories in height; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with. Detached garages or other outbuildings will not exceed the main dwelling in height or number of stories.

Section 4.4.6 Size of Dwelling. The total floor area of the primary structure of any Living Unit shall not be less than one thousand (1,000) square feet, if one-story, and one thousand two hundred (1,200) square feet if more than one-story. Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings. The minimum size of a Living Unit may be waived by the ACC on an individual case if in its opinion, such waiver is advisable in order to accommodate a unique building concept, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 4.4.7 Exterior Lighting. Exterior light fixtures shall be provided at the front door of each residence; provided, however, that no light fixture or lantern of any type shall be placed in the front yard, or in the back yard until same has been approved by the ACC.

Section 4.4.8 Garages. A garage which can accommodate at least one automobile shall be constructed and maintained for each Living Unit. Garages will be allowed as a builder sales office prior to permanent occupancy of the primary structure.

Section 4.4.9 Outbuilding Requirements. Every outbuilding, inclusive of such structures as storage building, greenhouse or child's playhouse, shall be compatible in design and material with the dwelling to which it is appurtenant. All such buildings shall be subject to approval of the ACC. The construction of guest houses or servant's quarters will be discouraged.

Section 4.4.10 Exterior Materials, Roofs, Etc. Exterior wall, window and roof materials, colors, roof pitch and other design criteria shall be as required by the ACC. No

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

exterior burglar bars will be permitted on any doors, windows or other openings of a dwelling situated in the Properties. Burglar bars, if installed, must be situated within the interior of such dwelling.

Division 4.5 Nuisances. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the Properties nor shall an Owner's, resident's or other party's use of the Properties, or any portion thereof, whether same be a Lot, part of the Common Area or otherwise endanger the health or disturb the reasonable enjoyment of any other Owner or resident or visitor of or to the Properties. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Board for a decision in writing and its decisions shall be final.

Section 4.5.1 Garbage and Refuse Disposal. Except as provided in Section 4.4.3 of this Article, no garbage, trash, rubbish, manure, putrescible matter, debris or refuse of any kind shall be dumped or permitted to accumulate on any portion of the Properties. All garbage, rubbish or trash shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened from public view by landscaping or fencing.

Section 4.5.2 Lot and Lawns and Plantings. Lawns, front and back, must be mowed at regular intervals (maintained at less than six inches in height), and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot, will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

Section 4.5.3 Antennas. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot with the prior written approval of the Architectural Control Committee which shall have the authority to disapprove the installation of same. With the prior written consent of the Architectural Control Committee, a satellite disc or dish may be placed on a Lot where not visible from a street or Common Area and where such location does not adversely affect the view from an adjacent Lot. To the extent, if any, that applicable federal law or FCC regulations may affect the ability of this Declaration and the ACC to regulate the placement and required screening of satellite discs and dishes, this provision shall be given full force and effect to empower the ACC to exercise such powers with regard to such placement and/or screening as may be permissible under such conflicting federal law or FCC regulation.

Section 4.5.4 Oil and Mining Operations. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, or minerals shall be erected, maintained or permitted upon, in or within any portion of the Properties. No Lot shall be used for the purpose of boring, drilling, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, rock, sand or earth; provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms.

Section 4.5.5 Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened, by fencing or

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

landscaping, from view of adjacent Lots or streets, in a manner approved by the ACC.

Section 4.5.6 Water and Sewer. No individual water supply system or septic system shall be permitted on any Lot.

Section 4.5.7 Parking and Storage of Vehicles. The Board may from time to time promulgate rules which restrict, limit or prohibit the use of any driveway or street which may be in front of, adjacent to or part of any Lot as a parking place for personal passenger vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. No boat, trailer, tent, recreational vehicle, camping unit, truck larger than a three-quarter (¾) ton pick-up, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored or maintained in any portion of the Lot or street, except in an enclosed structure or in a screened area behind the main residence which prevents the view thereof from adjacent Lots and streets. Notwithstanding the provisions of this Declaration, an outbuilding constructed to enclose a boat, trailer, tent, recreational vehicle, camping unit, truck larger than a three-quarter (¾) ton pick-up, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall neither exceed one and one-half stories nor be larger than five hundred (500) square feet.

Division 4.6 Maintenance

Section 4.6.1 Duty of Maintenance. Owners and occupants (including lessees) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expenses, to keep the Lot so owned or occupied, including the Improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

A. Prompt removal of all litter, trash, refuse, and wastes;
B. Lawn mowing;
C. Tree and shrub pruning;
D. Watering;
E. Keeping exterior lighting and mechanical facilities in working order;
F. Keeping lawn and garden areas alive, free of weeds, and attractive;
G. Keeping parking areas, driveways and roads in good repair;
H. Complying with all government health and safety requirements; and
I. Repair of exterior damages to Improvements.

Section 4.6.2 Maintenance of Yards, Etc. Owners shall at all times keep weeds, grass, shrubbery and trees thereon cut in a sanitary, healthful, and attractive manner. Owners shall also be required to provide and allow safe and adequate drainage within their Lot including, but not limited to, with respect to building, maintaining or constructing fences, walks, landscaping, or any other obstruction which may divert, impede, or cause to back up runoff water coming not only from their respective Lot but also from other Lots.

Section 4.6.3 Oak Wilt. All Owners are advised to secure from the Texas Forest Service, the Texas Extension Forester at Texas A&M University or its local county agent information on oak wilt and other diseases which may infect their trees and possibly spread to trees on other Lots. Each Owner is responsible for taking such action as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always spreads from a diseased tree to its neighboring oak trees, each Owner shall properly destroy all infected oak trees, avoid unnecessary pruning, and shall immediately apply dressing to all

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

wounds on all oak trees. If oak wilt is detected, a minimum of 100 feet of the area surrounding the infected oak tree shall be trenched at least three feet (3') deep so as to prevent the oak wilt from spreading through connecting roots. Oak trees are most susceptible to oak wilt from February 1 to June 1. As a precaution, Owners should (i) avoid using firewood from infected oak trees, (ii) dispose of unused oak firewood after one heating season, and (iii) cut firewood only in the summer. Owners should use fungicide propiconazale to treat uninfected oaks when first informed of oak wilt being present on nearby trees. The foregoing information regarding oak wilt is provided to alert Owners and neither Declarant or the Association shall be liable to any Owner in connection with the existence or spread of oak wilt on any Lot.

Section 4.6.4 Maintenance of Easements. By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain in a neat and clean condition any utility, pedestrian or other easement which may traverse any portion of said Lot or Lots, including without limitation, by removing weeds, mowing grass and trimming shrubbery and trees, if any, within such area.

Section 4.6.5 Enforcement of Maintenance. If, in the reasonable opinion of the Board, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, the Board may give such person written notice of such failure and such person must within ten days after receiving such Notice, perform the care and maintenance required. Should any such person fail to fulfill his duty and responsibility within such period, the Board shall have the right to authorize its agent or agents to enter on the Lot and perform such care and maintenance without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any persons. The Owners and occupants of the Lot on which such work performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such costs. If such Owner or occupant shall fail to reimburse the Association within thirty days after receipt of a statement for such work, said indebtedness shall be a debt of all persons jointly and severally and shall constitute a lien against that specific Lot on which said work was performed. Such lien shall have the attributes as the lien for Annual Assessments and Special Assessments as set forth herein, which provisions are incorporated herein by reference.

Division 4.7 Light Poles.

Section 4.7.1 Installation and Hook Up. Declarant shall install light poles and a base on certain Lots in the Properties. The Owner of the Lot will pay for the electrical hook up to the Living Unit during the construction of the Living Unit.

Section 4.7.2 Designation of Lots. The following Lots are designated to have light poles and are subject to an easement to allow the construction, realignment, inspection, repair and replacement of a street light and electric lines, except Declarant reserves the right to delete or add Lots at its sole discretion:

Lot 8, Block 2
Lot 25, Block 2
Lot 40, Block 2
Lot 53, Block 2
Lot 59, Block 2
Lot 64, Block 2

Section 4.7.3 Maintenance and Payment of Electricity. The Association will service and maintain the light poles. The Owner of a Lot on which a light pole is situated will pay

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

the electricity generated by the operation of a light pole and may deduct ten dollars ($10.00) per month or an increased sum established by the Board from the Annual Assessment.

Section 4.7.4 Easement. The easement granted above includes the right of ingress and egress over said right-of-way for the purpose of constructing the street light and burying, repairing and inspecting electric lines, the right to relocate the street light and electric lines within said right-of-way and the right to remove from the right-of-way all trees, shrubs and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder.

Division 4.8 Governmental and Environmental Concerns.

Section 4.8.1 Storm Water Pollution Prevention Plan. Prior to beginning any phase of construction on any Lot, the Lot owner shall comply with the provisions of the Storm Water Pollution Prevention Plan established by the Environmental Protection Agency, if applicable.

Section 4.8.2 Geological Features; Caves and Sinkholes. Natural caves, sinkholes and/or other geological features may exist on some of the Lots in the Properties. Each prospective Owner should personally inspect the Lot in which he is interested and/or seek the advice of a professional engineer and/or geologist to assure himself of the location of any such caves, sinkholes and/or other geological features which may be located thereon.

Article V.

MISCELLANEOUS PROVISIONS

Division 5.1 General

Section 5.1.1 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, Declarant and any Owner, their respective legal representatives, heirs, successors and assigns until May 1, 2031, at which time said covenants shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the total eligible votes of the membership of the Association cast at a duly held meeting of the Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that Notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. The certificate shall be recorded in the Real Property Records and Deed and Plat Records of Bexar County, Texas, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 5.1.2 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association and Declarant may be assigned to any person, corporation or association which will assume the duties of the Association or Declarant, as applicable, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or Declarant. Further, the Association or Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

Section 5.1.3 Power of Attorney. The Association is hereby granted an irrevocable power of attorney to represent the Owners in any proceedings, negotiations, settlements or agreements relating to the damage, destruction or condemnation of the Common Facilities, Common Area and dedicated rights-of-way.

Section 5.1.4 Mineral Reservation. Declarant hereby reserves and retains all of its rights, title and interest in all water, oil, gas, coal, caliche and other minerals in and to the Properties. The minerals herein reserved include all minerals regardless of the method of mining or exploitation.

Section 5.1.5 Incorporation of Other Documents. The Residential Design Guidelines, Articles, Bylaws and Rules and Regulations as may, from time to time, be amended or modified are incorporated herein for all purposes.

Section 5.1.6 Authorized Action. All actions which the Association is permitted to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws, unless the terms of this Declaration provide otherwise.

Section 5.1.7 Limitation of Liability. Declarant, as well as its partners, agents, employees, officers, directors, partners and their respective officers, directors, agents and employees, shall not be liable to any Owner or lessee of a Lot or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these covenants by any party other than Declarant.

Section 5.1.8 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 5.1.9 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provision herein contained.

Section 5.1.10 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of articles and Sections are for convenience only and neither limit nor amplify the provision of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument refer to the entire agreement and are not limited to referring only to the specific paragraph,

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

section or article in which such terms appear.

Section 5.1.11 Disclaimer by Declarant. **EXCEPT AS SPECIFICALLY STATED HEREIN, DECLARANT HAS NOT MADE, DOES NOT MAKE AND DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATIONS, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTIES, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, GEOLOGY AND THE SUITABILITY THEREOF, AND OF THE PROPERTIES, FOR ANY AND ALL ACTIVITIES AND USES WHICH OWNER MAY ELECT TO CONDUCT THEREON OR ANY IMPROVEMENTS ANY OWNER MAY ELECT TO CONSTRUCT THEREON, EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (II) THE MANNER OF CONSTRUCTION AND CONDITION OF ANY OF THE IMPROVEMENTS ON COMMON AREAS CONSTRUCTED BY DECLARANT, IF ANY; AND (III) THE DESIGNATION OR LOCATION OF GREENBELT OR COMMON AREAS OR THE TYPE OR NATURE OF ANY AMENITIES OR IMPROVEMENTS THAT COULD BE CONSTRUCTED THEREON OTHER THAN ANY AMENITIES OR IMPROVEMENTS SHOWN ON ANY RECORDED PLAT.**

Division 5.2 Amendment

Section 5.2.1 Amendment by Members. This Declaration may be amended, at a regular or special meeting of the Members, by a vote of at least a majority of the total eligible votes of the membership of the Association.

Section 5.2.2 Notice and Quorum. For any meeting called to amend the Declaration, the following must be followed:

A. Written notice of any meeting called for the purpose of amending the Declaration shall be sent to all Members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting.

B. At the first meeting called the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the Notice requirements set forth herein, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 5.2.3 Amendment by Declarant. Until such time as Declarant ceases to be a Class B Member as referred to in Article 2, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration to correct a clerical error, clarify an ambiguity or inconsistency, inserting an omitted portion, or removing any contradiction of the terms hereof or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion, by filing, in the real property records, an amendment to this Declaration. The Declarant is not required to send out notices or conduct a meeting in order to amend this Declaration under this Section.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 5.2.4 VA/FHA Approval. Absent Declarant's written waiver, then for so long as the Declarant, its successors and assigns, have a controlling vote of the Association, the following actions will require the approval of the Federal Housing Administration and/or the Veterans Administration:

A. annexation of property other than within the area described in Section 1.2.2 hereof; and

B. amendment of this Declaration other than pursuant to Section 5.2.3 hereof.

Division 5.3 Rules of Construction

Section 5.3.1 Severability. Should any covenant, condition, or restriction herein contained, or any article, section, paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 5.3.2 Interpretation. The Board shall have the right except as limited by any other provisions of this Declaration, Articles or Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding.

Section 5.3.3 Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 5.3.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and development of the Properties.

Section 5.3.5 Articles, Divisions and Sections. Article, division and section headings in this Declaration are for the convenience of reference and shall not affect the construction or interpretation of these covenants. Unless the context otherwise requires, reference herein to articles, divisions and sections are to articles, divisions and sections of this declaration.

Division 5.4 Violations Defined. Any act of commission or omission contrary to the commands or directives of this Declaration, or any breach of any duty imposed by this Declaration shall constitute a violation hereof. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Division 5.5 Penalties. Failure of an Owner to comply with this Declaration, guidelines set by the ACC, Articles, Bylaws or Rules and Regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including costs and attorneys' fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. The Association shall also have the right to amend the Rules and Regulations in order to provide for the imposition of fines for failure to comply with this Declaration or Rules and Regulations.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Division 5.6 Remedies

Section 5.6.1 Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Declaration shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or recover damages, and against the land, and to enforce any lien created by this Declaration. Failure by Declarant, the Association or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 5.6.2 Effect of Other Regulations. Wherever higher or more restrictive standards are established by the provisions of any other applicable statute, ordinance or regulation than are established by the provisions of this Declaration, the provisions of such statute, ordinance or regulation shall govern.

Section 5.6.3 Hearing by the Board. In addition to other remedies provided for the enforcement of these covenants, the Board of Directors is authorized to hear and determine the facts in cases of alleged nuisances and where it finds that facts exist which constitute a nuisance, the Board may order the cessation and abatement of such nuisance.

Section 5.6.4 Indemnification. THE ASSOCIATION SHALL 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, WETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE BY REASON OF THE FACT THAT HE IS OR WAS THE DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION AGAINST EXPENSES, INCLUDING ATTORNEYS FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING UNLESS IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT HE (1) ACTED IN BAD FAITH AND IN A MANNER HE REASONABLY BELIEVED NOT TO BE IN, OR OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION, AND (2) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE HIS CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF *NOLO CONTENDERE* OR ITS EQUIVALENT, SHALL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION, AND WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS CONDUCT WAS UNLAWFUL. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS THE DECLARANT HEREIN OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS SUCH, WHETHER OR NOT THE ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE. ADDITIONALLY, THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND ITS PARTNERS, AGENTS AND EMPLOYEES AGAINST ANY EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS OR OTHER

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

FEES AND COSTS OF COURT INCURRED BY ANY OF THEM IN CONNECTION WITH OR ARISING OUT OF (I) THE USE OF THE PRIVATE ROADWAYS WITHIN THE PROPERTIES OR ANY OTHER PORTION OF THE COMMON PROPERTY BY ANY PARTY PRIOR TO ITS CONVEYANCE OR DEDICATION TO THE ASSOCIATION AND (II) ANY CLAIM RELATED TO THE DESIGN, MANNER OR TYPE OF CONSTRUCTION OR MAINTENANCE OF THE ROADWAYS OR OTHER IMPROVEMENTS ON OR WITHIN THE PROPERTIES.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the 26th day of April, 2001.

GORDON V. HARTMAN ENTERPRISES, INC., a Texas corporation

By: Gordon V. Hartman
Its: President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30 day of April, 2001, by **GORDON V. HARTMAN,** as President of Gordon V. Hartman Enterprises, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

After Recording Return To:
Mr. Gordon V. Hartman
Gordon V. Hartman Enterprises, Inc.
1175 W. Bitters, Suite 200
San Antonio TX 78216

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Current Unaudited Financial Documents
The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

SPECTRUM association management

Balance Sheet

The Park at Vista Del Norte Homeowners Association, Inc.

End Date: 06/30/2026

Date: 7/7/2026
Time: 10:30 am
Page: 1

	Operating	Reserve	Total
Assets			
Current Assets			
Huntington Bank Operating	$12,758.87	$0.00	$12,758.87
Assoc. Prime Reserve 2445	$0.00	$143,498.82	$143,498.82
Pinnacle Bank Operating	$128,985.37	$0.00	$128,985.37
Total: Current Assets	**$141,744.24**	**$143,498.82**	**$285,243.06**
Accounts Receivable			
Accounts Receivable	$31,434.85	$0.00	$31,434.85
Total: Accounts Receivable	**$31,434.85**	**$0.00**	**$31,434.85**
Other Assets			
Prepaid Insurances	$2,876.36	$0.00	$2,876.36
Total: Other Assets	**$2,876.36**	**$0.00**	**$2,876.36**
Total: Assets	**$176,055.45**	**$143,498.82**	**$319,554.27**
Liabilities & Equity			
Current Liabilities			
Prepaid Assessments	$14,607.66	$0.00	$14,607.66
A/P Spectrum Deferred Fees	$6,384.07	$0.00	$6,384.07
Total: Current Liabilities	**$20,991.73**	**$0.00**	**$20,991.73**
Equity			
Reserve Funding	$0.00	$135,007.82	$135,007.82
Retained Earnings	$140,529.93	$0.00	$140,529.93
Total: Equity	**$140,529.93**	**$135,007.82**	**$275,537.75**
Total Net Income Gain / Loss	**$14,533.79**	**$8,491.00**	**$23,024.79**
Total: Liabilities & Equity	**$176,055.45**	**$143,498.82**	**$319,554.27**

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

CINCSystems, Inc. Copyright 2026. All rights reserved.

SPECTRUM association management

Balance Sheet

The Park at Vista Del Norte Homeowners Association, Inc.

End Date: 05/31/2026

Date: 6/5/2026
Time: 12:46 pm
Page: 1

	Operating	Reserve	Total
Assets			
Current Assets			
Huntington Bank Operating	$138,734.22	$0.00	$138,734.22
Assoc. Prime Reserve 2445	$0.00	$142,071.07	$142,071.07
Total: Current Assets	**$138,734.22**	**$142,071.07**	**$280,805.29**
Accounts Receivable			
Accounts Receivable	$35,223.49	$0.00	$35,223.49
Total: Accounts Receivable	**$35,223.49**	**$0.00**	**$35,223.49**
Other Assets			
Prepaid Insurances	$3,595.44	$0.00	$3,595.44
Total: Other Assets	**$3,595.44**	**$0.00**	**$3,595.44**
Total: Assets	**$177,553.15**	**$142,071.07**	**$319,624.22**
Liabilities & Equity			
Current Liabilities			
Deferred Revenue	$9,675.00	$0.00	$9,675.00
Prepaid Assessments	$8,768.35	$0.00	$8,768.35
A/P Spectrum Deferred Fees	$6,516.07	$0.00	$6,516.07
Total: Current Liabilities	**$24,959.42**	**$0.00**	**$24,959.42**
Equity			
Reserve Funding	$0.00	$135,007.82	$135,007.82
Retained Earnings	$140,529.93	$0.00	$140,529.93
Total: Equity	**$140,529.93**	**$135,007.82**	**$275,537.75**
Total Net Income Gain / Loss	**$12,063.80**	**$7,063.25**	**$19,127.05**
Total: Liabilities & Equity	**$177,553.15**	**$142,071.07**	**$319,624.22**

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

CINCSystems, Inc. Copyright 2026. All rights reserved.

	Operating	Reserve	Total
Assets			
Current Assets			
Huntington Bank Operating	$139,856.43	$0.00	$139,856.43
Assoc. Prime Reserve 2445	$0.00	$140,659.49	$140,659.49
Total: Current Assets	**$139,856.43**	**$140,659.49**	**$280,515.92**
Accounts Receivable			
Accounts Receivable	$37,904.67	$0.00	$37,904.67
Total: Accounts Receivable	**$37,904.67**	**$0.00**	**$37,904.67**
Other Assets			
Prepaid Insurances	$5,033.60	$0.00	$5,033.60
Total: Other Assets	**$5,033.60**	**$0.00**	**$5,033.60**
Total: Assets	**$182,794.70**	**$140,659.49**	**$323,454.19**
Liabilities & Equity			
Current Liabilities			
Prepaid Assessments	$7,471.20	$0.00	$7,471.20
A/P Spectrum Deferred Fees	$5,988.57	$0.00	$5,988.57
Total: Current Liabilities	**$13,459.77**	**$0.00**	**$13,459.77**
Equity			
Reserve Funding	$0.00	$135,007.82	$135,007.82
Retained Earnings	$140,529.93	$0.00	$140,529.93
Total: Equity	**$140,529.93**	**$135,007.82**	**$275,537.75**
Total Net Income Gain / Loss	**$28,805.00**	**$5,651.67**	**$34,456.67**
Total: Liabilities & Equity	**$182,794.70**	**$140,659.49**	**$323,454.19**

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

CINCSystems, Inc. Copyright 2026. All rights reserved.

Insurance Dec Page
The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

PARKATV-01 SUEFINKE1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/12/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Blue Lime Insurance Group, LLC 17319 San Pedro Ave, STE 318 San Antonio, TX 78232	CONTACT NAME: PHONE (A/C, No, Ext): (210) 951-8703 FAX (A/C, No): (877) 465-4068 E-MAIL ADDRESS: Contact@bluelimeins.com
INSURED The Park at Vista Del Norte c/o Spectrum Association Management 17319 San Pedro Ave., Ste 318 San Antonio, TX 78232	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wesco Insurance Company INSURER B : SiriusPoint Specialty Insurance Corporation INSURER C : Philadelphia Indemnity Insurance Company — 18058 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			WPP1883922-05	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			WPP1883922-05	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XUMB24-106352	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Directors & Officers			PCAP030229-0521	10/1/2025	10/1/2026	D&O- CLAIMS MADE	1,000,000
A	Crime (Includes Burg			WPP1883922-05	10/1/2025	10/1/2026	EMPLOYEE DISHONESTY	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROPERTY POLICY, WESCO INSURANCE, #WPP1883922-05, EFFECTIVE 10/01/25- 10/01/26
SPECIAL FORM, REPLACMENT COST, $1,000 DEDUCTIBLE,, 2% WIND DEDUCTIBLE
HOA OWNED PROPERTY: $297,849

SINGLE FAMILY HOA LOCATED: 12600 LONGLEAF PINE, SAN ANTONIO, TX 78216

FLOOD AND EARTHQUAKE ARE EXCLUDED FROM COVERAGE

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Policies and Guidelines
The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

RESIDENTIAL DESIGN GUIDELINES
FOR THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1

The Architectural Control Committee (ACC) has been established to meet the objectives of the Declarations of Covenants, Conditions and Restrictions of The Park at Vista Del Norte Subdivision Unit 1. It is the intent of the ACC to encourage the construction of homes of good architectural design, quality and size which will enhance the livability for all residents of The Park at Vista Del Norte Subdivision Unit 1.

In determining whether an improvement to a lot should be approved, the ACC may take into consideration factors deemed to be appropriate by the ACC. Such factors may include, without limitation, the following:

1. The Declaration;

2. The quality of the building materials or improvements;

3. The harmony of external design of such building or improvement with existing or proposed buildings or improvements and with a design or otherwise character or aesthetics of the subdivision;

4. The location of such building or improvement upon the lot;

5. The compliance with laws, ordinances, rules and regulations of any county, state, municipal or other governmental authority.

The ACC shall approve or disapprove the plans in accordance with the following procedures:

1. Two complete sets of the following plans shall be delivered to the chairman of the ACC at the address set forth below:

   a. Site improvements/grading plans (the plan must show change from existing site plan and any clearing and designated easements);

   b. Foundation plan;

   c. Floor plan;

VOL 08866 PG 00744

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT A PAGE 1

d. Exterior building elevations; and

e. Fence detail and plan.

f. Landscaping plan including plans for water sprinkler system.

2. If the plans and original contractor are approved by the ACC, a letter of approval, including a description of qualifications or required modifications, if any, will be prepared for the counter signature of the owners. Such approval shall be dated and shall not be effective for construction commenced more than six months after such approval. If construction does not commence within six months from such approval, owner shall not begin construction of any building or improvement of any kind unless the corresponding plans and original contractor have been resubmitted and reapproved by the ACC.

3. If the plans are disapproved by the ACC, one set of such plans shall be returned marked "Disapproved". Disapproved plans shall be accompanied by reasons of disapproval and corrections required for approval.

4. If the ACC fails to indicate its approval within thirty days after receipt of plans, it will be deemed that the ACC has approved such plans or original contractor.

5. At a minimum all new home construction must comply with the following design requirements:

One story: 1,000 sq. ft. minimum

Multi-story: 1,200 sq. ft. minimum

Setbacks: Except for lots on the curvature of a cul-de-sac, the front setback shall be 17' and the side setback shall be 5' except the side setback shall be 3' for detached garages. The setbacks for lots on the curvature of a cul-de-sac shall be determined by the ACC. Such determination of the practicality or feasibility of locating the house at the 17' front setback shall be at the sole and absolute discretion of the ACC.

VOL 00866 PG 00745

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT A PAGE 2

Masonry: The exterior walls of the house constructed on a lot shall be composed of at least 15% masonry or masonry veneer and the majority of the exterior walls of the house shall be composed of a fiber cement product similar to hardi-plank. All gables and window and door openings shall be excluded from the masonry requirement.

Roofs: Roofing shall be slate, tile, tarnished metal with standing seams, composition (dimensional, architectural or 20 year guaranty) or other architectural materials approved by the ACC.

Sidewalks: The sidewalks shall be constructed in accordance with the requirements prescribed by the City of San Antonio. Sidewalks must match the contiguous lot at the property line but may be placed anywhere in an area from the curb to 8' back of the curb.

Fences and Walls: No wall, fence or planter shall be built or maintained nearer to the front property line than the front face of the Living Unit. All wooden fences visible from a street shall be constructed facing the street and without any framing visible from the street. The design and material of construction of any fencing must be submitted to and approved by the ACC prior to start of construction.

House Numbering: House numbers identifying the address of each house must be placed as close as possible to the front entry and should be illuminated so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house.

Waivers: The ACC shall have the right to waive any requirements which in their sole opinion will enhance the nature and character in the subdivision.

VOL 08086 PG 00746

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT A PAGE 3

Effective the 2nd day of May, 2001.

By: Gordon V. Hartman
Chairman of the ACC

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

- MAY - 8 2001

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On May 08 2001
At 2:54pm

Receipt #: 435066
Recording: 43.00
Doc/Mgmt : 6.00
Doc/Num : 2001- 0076376
Deputy -Lilia Velez

VOL 08856 PG 00747

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT A PAGE 4

ARCHITECTURAL CONTROL COMMITTEE
OF
THE PARK AT VISTA DEL NORTE SUBDIVISION UNIT 1

We, the undersigned members of the Architectural Control Committee of The Park at Vista Del Norte Subdivision Unit 1 hereby adopt the following resolution:

Resolved, the residential design guidelines for The Park at Vista Del Norte Subdivision Unit 1 are attached hereto as Exhibit "A" and incorporated for all purposes.

Executed this 2nd day of May, 2001.

By: Gordon V. Hartman, Chairman

By: Ed Berlanga, Member

By: Bob Broussard, Member

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 3

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Covenant (the "**ACC**") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Covenant, the architectural review approval authority established under the Covenant need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar 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 Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing

Order: H3797L5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

C. ENERGY EFFICIENT ROOFING

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 4
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Covenant (the **"ACC"**) is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "**Rainwater Harvesting System**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System 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 Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 5
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

A. ARCHITECTURAL REVIEW APPROVAL.

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military (**"Permitted Flag"**) and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Permitted Flagpole"**). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the architectural review authority under the Covenant (the **"ACC"**).

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot (**"Freestanding Flagpole"**). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the **"Flagpole Application"**). A Flagpole 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 Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed;

(b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;

(f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 6

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

1. ***Display of Certain Religious Items Permitted.*** An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. ***General Guidelines.*** Religious items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5″x5″ = 25 square inches).

3. ***Prohibitions.*** No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

4. ***Removal.*** The Association may remove any item which is in violation of the terms and provisions of this Policy.

5. ***Covenants in Conflict with Statutes.*** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 7

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
FINE AND ENFORCEMENT POLICY

1. Background. THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC. is subject to that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant"). In accordance with the Covenant, THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Covenant. Unless the Covenant or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the 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 Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The 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 Association may establish a schedule of fines for certain types of violations. 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 Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The 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; (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; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:

a. New Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state 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. In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.

c. Continuous Violation. If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and 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. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.

6. Violation Hearing. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner's request for a hearing, the Association will give the Owner at least fifteen (15) days advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing 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 may attend the hearing in person, or may be represented by another person or written communication. 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. The

Order: H3737XHEG
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.

8. Collection of Fines. The 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 Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. The notice may be published and distributed in an Association newsletter or other community-wide publication.

Schedule of Fines. The Board shall assess monetary fines each month according to the following schedule:

First month (30 days) after written request:	$25
Second month (60 days) after first written request	$50*
Third month (90 days) after first written request	$100*
Fourth month (120 days) after first written request	$200* and HOA Attorney

- These fines are in addition to the previous month's fines. For example, the total fines for three months of written notices would be $25 plus $50 plus $100 for a total of $175.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of hearing an appeal by_____ from the penalties imposed by the Association for violation of the Restrictions.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

Order: HS79XL8G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Park at Vista del Norte
Homeowners Association Inc.

Dear Homeowner,

The Board of Directors has recently passed a violation "Resolution," for your community. The following are the more important points of the resolution that you should be aware. Please note that this will be effective 1-1-09. The Board has adopted the following procedures to protect community harmony. This resolution does not replace and/or add additional penalties to those that already exist.

1. The Board of Directors is authorized to enforce timely assessment payments from owners, compliance with Rules and Regulations and other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family and renters who are found to be in violation.

2. The Board of Directors and/or Property Manager shall attempt to obtain compliance with the rules and requirements of the Association through a formal written notice to the homeowner detailing the violation and steps required to resolve the problem.

3. If the homeowner has not resolved the matter within the given time frame specified within the violation letter, the homeowners account will be assessed the monetary fine(s) as detailed in the Schedule of Fines. For each month that the HOA levies a fine against the homeowner, written notice of the violation, the current fine and any past due amounts shall be sent to the homeowner. If after 120 days the violation is not corrected the infraction will be turned over to the HOA Attorney's office for follow-up and enforcement through legal action.

Schedule of Fines. The Board shall assess monetary fines each month according to the following schedule:

First month (30 days) after written request:	$25
Second month (60 days) after first written request	$50*
Third month (90 days) after first written request	$100*
Fourth month (120 days) after first written request	$200* and HOA Attorney

- These fines are in addition to the previous month's fines. For example, the total fines for three months of written notices would be $25 plus $50 plus $100 for a total of $175.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

5. Appeal. A homeowner may file a formal written appeal to the HOA by contacting the property manager or a member of the Board. Once the Board has assessed a fine(s), the homeowner may, within 30 days, make a written request for reconsideration. The homeowner, at his or her option, may request a hearing before the Board. The Board may reduce or retract the fines, if the Board finds that such fines are not necessary to obtain compliance with the rules and requirements of the HOA.

Collection. In accordance with Article 5.5, of the CC&Rs, the Board may initiate legal action to enforce compliance with the CC&Rs and other rules and regulations of the HOA, including but not limited to, recovery of fines, damages, and/or request of injunctive relief. The prevailing party shall be entitled to recover from the other party, its reasonable expenses, court costs, and attorneys' fees, in the amount awarded by the court.

This letter serves as your notice that this resolution has been adopted by the Board of directors and will be effective 1-1-09.

We thank you in advance for your cooperation with this resolution. If you have any questions in reference to this resolution, we encourage you to call our property management, ProComm, manager Angela Mazey at 545-1888 Ext 245 or e-mail amazey@procomm-mgmt.com.

Sincerely,

Angela Mazey

For Board of Directors at Park at Vista del Norte

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 8

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC. is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant"). The operation of the Community is vested in THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of

Order: H6F37YE5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association , then

(2) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender . If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 9

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. ***Written Form.*** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. ***Request in Writing; Pay Estimated Costs In Advance.*** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. ***Period of Inspection.*** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and can not be located.

4. ***Records Retention.*** The Association shall keep the follow records for at least the times periods stated below:

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. ***Confidential Records.*** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. ***Attorney Files.*** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

7. ***Presence of Board Member or Manager; No Removal.*** At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

Order: H3797XE5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 10

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

1. ***Dedicatory Instruments.*** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property Owners' association; (b) properly adopted rules and regulations of the property Owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents."

2. ***Recordation of All Governing Documents.*** The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. ***Online Posting of Governing Documents.*** The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 11

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits annual meetings, certain election requirements and voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. ***Annual Meetings Mandatory.*** As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the Members of the Association.

2. ***Notice of Election or Association Vote.*** Not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of an election or vote, the Association must give written notice of the election or vote to: (a) each Owner in the Association for purposes of an Association-wide election or vote; or (b) each Owner in the Association entitled to vote to elect Board Members.

3. ***Election of Board Members.*** Except during any development period established in the Covenant (see Paragraph 11 below), any Board Member whose term has expired must be elected by Owners in the Association. A Board Member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board Member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

4. ***Eligibility for Board Membership.*** Except during any development period established in the Covenant (see Paragraph 11 below), the Association may not restrict an Owner's right to run for a position on the Board. If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

5. ***Right to Vote.*** Except during any development period established in the Covenant (see Paragraph 11 below), any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

6. ***Voting; Quorum.*** The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot;

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

or (d) by any method of representative or delegated voting provided by the Association's governing documents.

7. ***Written Ballots.*** Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

8. ***Absentee or Electronic Ballots.*** An absentee or electronic ballot: (a) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (b) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (c) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

a. Meaning of Electronic Ballot. Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

b. Solicitation of Votes by Absentee Ballot. Any solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

9. ***Tabulation of and Access to Ballots.*** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

10. ***Recount of Votes.*** Any Owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Owner requesting the recount will be

Order: H379YL5S
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

a. Vote Tabulator. At the expense of the Owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (a) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (b) is either a person agreed on by the Associations and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

b. Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.

c. Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

11. ***Development Period.*** The Covenant may provide for a period of declarant control of the association during which a declarant, or persons designated by the declarant, may appoint and remove board members and the officers of the association, other than the board members or officers elected by members of the property association.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 12

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. ***Definition of Board Meetings.*** As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

2. ***Open Board Meetings.*** All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3. ***Location.*** Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

4. ***Record; Minutes.*** The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

5. ***Notices.*** Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each property Owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

6. ***Meeting without Prior Notice.*** A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners under Paragraph 5 above consider or vote on:

(a) fines;

(b) damage assessments;

(c) initiation of foreclosure actions;

(d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;

(e) increases in assessments;

(f) levying of special assessments;

(g) appeals from a denial of architectural control approval; or

(h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

7. ***Development Period.*** The provisions of this policy do not apply to Board meetings during the "development period" (as defined in the Covenant) unless the meeting is conducted for the purpose of: (a) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations of the Association; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members of the Association or establishing a process by which those members are elected; or (d) changing the voting rights of members of the Association.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 30 2011

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110233463 Fees: $264.00
12/30/2011 4:22PM # Pages 63
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PARK AT VISTA DEL NORTE ASSOCIATION, INC. REGARDING PET RESTRICTIONS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

WHEREAS, Articles I, II, and IV of the Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, executed on April 26, 2001, recorded in Volume 8850, Page 514, Official Public Records of Real Property of Bexar County, Texas, as amended, and Article VIII of the Bylaws for The Park at Vista Del Norte (hereinafter "the Subdivision") empowers the Board of Directors to enact rules and regulations as it determines reasonable and necessary to promote safety within the Subdivision, along with the penalties for infractions thereof; and,

WHEREAS, the Board of Directors has determined there is a need to adopt rules regarding the maintenance of pets within the Subdivision; and,

WHEREAS, the Board of Directors desires to adopt a uniform and systematic procedure for delineating the terms and conditions regarding pets, including the restraint of same, within the Subdivision and penalties for infractions thereof; and,

WHEREAS, it is the intent of the Board of Directors that this Resolution shall be applicable to all homeowners, their tenants and/or visitors, from the last date listed below and shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED that the following rules have been adopted by the Association pursuant to the laws of the State of Texas, at a meeting of the Board of Directors:

1. Rules pertaining to pets on all lots:

a.) Unless confined to a lot with the permission of the lot owner or occupant, all pets shall be on a leash, in hand and accompanied by a person. Under no circumstances shall a pet/animal be permitted to run loose within the Subdivision.

b.) No pet shall be permitted to be an annoyance, nuisance or a danger to others within the Subdivision. For purposes of this rule, incessant barking, howling or the like shall be considered an annoyance/nuisance.

2. Rules pertaining to pets on any common area:

a.) All pets shall be on a leash, in hand and accompanied by a person, when in the common areas.

b.) No pet shall ever be chained or tethered to any common area.

c.) Pet owners, or the resident if the pet owner is a visitor, shall only permit pets to eliminate bodily waste in common areas and shall be responsible for immediately cleaning up after the pet.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

d.) Pet owners, or the resident if the pet owner is a visitor of a resident, shall not allow their pet to cause damage to any portion of the common areas or become an annoyance or nuisance to other pets or residents.

3. Enforcement:

a.) Any violation of this Resolution will be subject to the following penalties:

i. First Infraction - Upon the first violation a *final notice letter* will be issued via certified mail, return receipt requested. Said final notice will comply with all statutory requirements, which at the time of adoption of this Resolution are the following: a) notify the owner that if the violation is not cured by a reasonable deadline specified in the notice then enforcement action may be taken, b) notice that the Owner may be fined, lose the right to use property owned by the Association and/or become responsible for attorney's fees, c) notify the Owner that they have a right to request a hearing before the Board, within thirty days of receipt of the notice, to discuss facts and attempt to resolve issues, and d) notice that if the violation is cured by the deadline there will be no penalty. The violation shall be recorded;

ii. Second Infraction - $25.00 fine;

iii. Third Infraction – $50.00 fine;

iv. Fourth Infraction - $100.00 fine.

b.) Expenses and costs resulting from damage to the common areas will be the responsibility of the pet owner and/or the resident if the pet owner is a visitor.

The restrictions and enforcement actions contained herein are in addition to and not in substitution of such other and further remedies as provided under the terms of the governing documents of the Association and applicable law. This Resolution replaces all previous resolutions regarding this matter.

All homeowners/tenants are responsible for ensuring that their visitors know about and comply with all pet restrictions contained herein.

Motion was made, seconded and approved by the majority vote during the Park at Vista Del Norte Homeowners Association Board Meeting dated November 15, 2006.

Ivan Melchor, President

Ryan Mitchell, Secretary

Order: H3797XL5G
Address: 7142 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

RESOLUTION OF THE BOARD OF DIRECTORS OF THE PARK AT VISTA DEL NORTE ASSOCIATION, INC. REGARDING PARKING RESTRICTIONS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

WHEREAS, Articles I, II, and IV of the Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, executed on April 26, 2001, recorded in Volume 8850, Page 514, Official Public Records of Real Property of Bexar County, Texas, as amended, and Article VIII of the Bylaws for The Park at Vista Del Norte (hereinafter "the Subdivision") empowers the Board of Directors to enact rules and regulations, as it determines reasonable and necessary, to promote safety within the Subdivision, along with the penalties for infractions thereof; and,

WHEREAS, the Board of Directors has determined there is a need to adopt rules regarding the parking of vehicles within the Subdivision; and,

WHEREAS, the Board of Directors desires to adopt a uniform and systematic procedure for delineating the terms and conditions regarding vehicle parking within the Subdivision and penalties for infractions thereof; and,

WHEREAS, it is the intent of the Board of Directors that this Resolution shall be applicable to all homeowners, their tenants and/or visitors, from the last date listed below and shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED that the following rules have been adopted by the Association pursuant to the laws of the State of Texas, at a meeting of the Board of Directors:

1. Rules pertaining to vehicle parking:

A. Areas of Prohibited Parking:

i.) No automobile, truck, camper, mobile home, motor home, boat or other vehicle or equipment of any kind, regardless of ownership, shall ever be parked in or obstruct a fire lane, or common entrances such as the vehicle gates and gate code access box.

ii.) No automobile, truck, camper, mobile home, motor home, boat or other vehicle or equipment of any kind, regardless of ownership, shall ever be parked in front of any community mailbox complex, except during the hours of 8:00a.m. to 5:00p.m. Monday through Saturday, and excluding any postal non-delivery holidays.

B. Parking Conditions:

i.) Street parking is reserved for daily use only, unless approved in writing by the Board of Directors.

ii.) All vehicles entitled to park on any of the streets with the Subdivision shall be parked with the right-hand wheels parallel to and within twelve inches (12") of the curb and with all wheels on the street (i.e. no curb jumping).

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

iii.) No vehicle shall be parked in a manner that obstructs or impedes the flow of traffic in any way, including the ingress and egress of vehicles from driveways, the access gates and/or gate code access box, obstructs sidewalks or otherwise creates a hazardous or unsafe condition.

iv.) No vehicle shall be stored in plain sight on a lot or within view of any common area, unless approved in writing by the Board of Directors.

v.) No junked, wrecked, abandoned, or otherwise inoperable vehicle shall be parked on any lot, driveway or street right-of-way, unless approved in writing by the Board of Directors.

2. Enforcement:

A.) Vehicles that are parked on any residential lot in violation of this Resolution are subject to the following penalties:

i. First Infraction: Upon the first violation a *final notice letter* will be issued via certified mail, return receipt requested. Said final notice will comply with all statutory requirements, which at the time of adoption of this Resolution are the following: a) notify the owner that if the violation is not cured by a reasonable deadline specified in the notice then enforcement action may be taken, b) notice that the Owner may be fined, lose the right to use property owned by the Association and/or become responsible for attorney's fees, c) notify the Owner that they have a right to request a hearing before the Board, within thirty days of receipt of the notice, to discuss facts and attempt to resolve issues, and d) notice that if the violation is cured by the deadline there will be no penalty. The violation shall be recorded;

ii. Second infraction: $25 fine;

iii. Third infraction: $50 fine; and,

iv. Fourth infraction: $100 fine.

B.) All vehicles parked in the Areas of Prohibited Parking or that are parked in the streets or common areas in violation of this Resolution are subject to immediate towing at the owner's expense.

The restrictions and enforcement actions contained herein are in addition to and not in substitution of such other and further remedies as provided under the terms of the governing documents of the Association and applicable law. This Resolution replaces all previous resolutions regarding this matter.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

All homeowners/tenants are responsible for ensuring that their visitors know about and comply with all parking restrictions contained herein.

Motion was made, seconded and approved by the majority vote during the Park at Vista Del Norte Homeowners Association Board Meeting dated November 15, 2006.

Ivan Melchor,President

Ryan Mitchell, Secretary

Any provision herein which restricts the sale, or use of the described real property because of color is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

NOV 29 2006

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20060288177 Fees: $36.00
11/29/2006 3:11PM # Pages 6
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

LT1-77-20060288177-1

LT2-12544-1315-6

NOTICE OF FILING RESOLUTIONS FOR
THE PARK AT VISTA DEL NORTE ASSOCIATION, INC.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Notice is hereby given to all persons with any interest in or claim to any parts of the property within the jurisdiction of The Park at Vista Del Norte Association, Inc. that said property is subject to the attached Resolutions, labeled as Exhibits "A" and "B" and incorporated herein.

Thus signed and certified this 21st day of November, 2006.

Ivan Melchor, President
The Park at Vista Del Norte Association, Inc.
300 Sonterra Blvd., Suite 350
San Antonio, Texas 78258

ATTEST:

Ryan Mitchell, Secretary
The Park at Vista Del Norte Association, Inc.

SUSAN KAY WALLACE
Notary Public, State of Texas
My Commission Expires
September 14, 2008

STATE OF TEXAS §
§
COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged to me, the undersigned Notary, by the persons whose names and signatures appears above, on the date of execution set forth above.

Susan Kay Wallace
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Tom L. Newton, Jr.
ALLEN, STEIN & DURBIN, P.C.
6243 I.H. 10 West, Suite 700
San Antonio, Texas 78201

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

SCANNED

AFTER RECORDING RETURN TO:
PROCOMM
300 EAST SONTERRA BLVD.
SUITE 350
SAN ANTONIO, TEXAS 78258

PI2-20110233463-63

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
COMMUNITY MANUAL

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"), and that this is a true and correct copy of the current Community Manual of the Association adopted by the Board of Directors of the Association.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 27th day of December, 2011.

David Lawrence Gutierrez, Secretary

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me of this 27 day of December 2011, by David Lawrence Gutierrez, the Secretary of the THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

[SEAL] MISTY M. SPEER
Notary Public, State of Texas
My Commission Expires
March 03, 2013

Notary Public Signature

In the event of a conflict between the terms and provisions of the Restrictions (defined below) or any policies adopted by the Board prior to the effective date of this instrument, the terms and provisions of this instrument shall control.

Book 15294 Page 866 63pgs

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

COMMUNITY MANUAL

TABLE OF CONTENTS

1.	CERTIFICATE OF FORMATION OR ARTICLES OF INCORPORATION	ATTACHMENT 1
2.	BYLAWS	ATTACHMENT 2
3.	SOLAR DEVICE AND ENERGY EFFICIENT POLICY	ATTACHMENT 3
4.	RAINWATER HARVESTING SYSTEM POLICY	ATTACHMENT 4
5.	FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY	ATTACHMENT 5
6.	DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY	ATTACHMENT 6
7.	FINE AND ENFORCEMENT POLICY	ATTACHMENT 7
8.	ASSESSMENT COLLECTION POLICY	ATTACHMENT 8
9.	RECORDS INSPECTION, COPYING AND RETENTION POLICY	ATTACHMENT 9
10.	STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNANCE DOCUMENTS	ATTACHMENT 10
11.	STATUTORY NOTICE OF ANNUAL MEETINGS, ELECTIONS, AND VOTING	ATTACHMENT 11
12.	STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS	ATTACHMENT 12

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 1

CERTIFICATE OF FORMATION OR ARTICLES OF INCORPORATION

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

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

Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

September 11, 2003

ProComm
300 East Sonterra Blvd, Suite 350
San Antonio, TX 78258 USA

RE: THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
File Number: 162656701

It has been our pleasure to file the change of registered agent or registered office, or both for the referenced entity. This letter may be used as evidence of the filing and payment of the filing fee.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section
Statutory Filings Division
(512) 463-5555

Enclosure

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 12-10-2020
Document not for resale
HomeWiseDocs

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

Geoffrey S. Connor
Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING
OF

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
Filing Number: 162656701

The undersigned, as Secretary of State of Texas, hereby certifies that the statement of change of registered agent/office for the above named entity has been received in this office and has been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Filing.

Dated: 09/05/2003

Effective: 09/05/2003

Geoffrey S. Connor
Secretary of State

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-13-2020
Document not for resale
HomeWiseDocs

JMM--CH

The State of Texas

Secretary of State

MAY 2, 2001

RONALD W. HAGAUER
745 E. MULBERRY, STE 850
SAN ANTONIO ,TX 78212

RE:
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

CHARTER NUMBER 01626567-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VERY TRULY YOURS,

Henry Cuellar

Henry Cuellar, Secretary of State

Order: H3797XHG
Address: 714 Sycamore Moor
Order Date: 07/[illegible]/2020
Document not for resale
HomeWiseDocs

JMM-CH

The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
CHARTER NUMBER 01626567

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAY 1, 2001

EFFECTIVE MAY 1, 2001

Henry Cuellar

Henry Cuellar, Secretary of State

Order: H3797XLBG
Address: 714 Sycamore Moor
Order Date: 07/[illegible]/2021
Document not for resale
HomeWiseDocs

FILED
In the Office of the
Secretary of State of Texas
MAY 01 2001
Corporations Section

ARTICLES OF INCORPORATION
OF
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

I, the undersigned natural person over the age of eighteen (18), acting as an incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation is The Park at Vista Del Norte Homeowners Association, Inc., hereinafter sometimes referred to as "corporation" or "Association".

ARTICLE II.

The corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The corporation shall have all power allowed by the law of Texas to be exercised by non-profit corporations, including the power and responsibility to maintain and administer the common area of The Park at Vista Del Norte Subdivision Unit 1 and any additional properties which may come within the jurisdiction of the Association; to administer and enforce any covenants and restrictions filed of record in the Real Property Records of Bexar County, Texas; to collect and disburse the assessments and charges thereof; and to similarly deal with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed which the Association may acquire.

ARTICLE V.

The street address of the initial registered office of the corporation is 1175 W. Bitters, Suite 200, San Antonio, Texas 78216, and the name of its initial registered agent at such address is Gordon V. Hartman.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ARTICLE VI.

The corporation shall have one or more classes of members as provided in the bylaws of the corporation. The affairs of the Association shall be managed by a board of directors consisting of three (3) initial members. The number of directors may be increased as provided in the bylaws of the corporation. The qualifications, manner of selection, duties, terms and other matters relating to the board of directors shall be provided in the bylaws. The initial directors of the corporation are as follows:

Name Gordon V. Hartman
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

Name Ed Berlanga
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

Name Bob Broussard
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

ARTICLE VII.

Every person or entity who is a record owner of a fee or undivided interest in any residential lot situated in The Park at Vista Del Norte Subdivision Unit 1 which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such unit lot merely as a mortgagee shall not be a member.

ARTICLE VIII.

The Association may enter into one or more maintenance agreements, shared facilities agreements, or other contracts or agreements to cost share any construction, maintenance, or service which the board of directors of the Association determines beneficial to the Association, to permit non-member access to common facilities of the Association, to create limited membership privileges, or for such other purposes as the board of directors determines beneficial for the Association.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ARTICLE IX.

A director is not liable to the corporation or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE X.

The corporation may indemnify a person who was, is or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the corporation as provided by the provisions in the Act governing indemnification. As provided in the bylaws, the board of directors shall have the power to define the requirements and limitations for the corporation to indemnify directors, officers, members, or others related to the corporation.

ARTICLE XI.

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE XII.

The name and street address of the incorporator is:

Ronald W. Hagauer
745 E. Mulberry, Suite 850
San Antonio TX 78212

IN WITNESS THEREOF, the undersigned has executed these Articles of Incorporation on the 30th day of April, 2001.

Ron Hagauer

By: Ronald W. Hagauer

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared **RONALD W. HAGAUER**, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct.

Given under my hand and seal this 30th day of April, 2001.

BEVERLY ANN RESENDEZ
Notary Public, State of Texas
My Commission Expires 12-2-03

Notary Public, State of Texas

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

JMM-CH

The State of Texas

Secretary of State

MAY 2, 2001

RONALD W. HAGAUER
745 E. MULBERRY, STE 850
SAN ANTONIO ,TX 78212

RE:
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

CHARTER NUMBER 01626567-01

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.

IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.

VOL 00865 PG 00728

VERY TRULY YOURS,

Henry Cuellar

Henry Cuellar, Secretary of State

Order: HDSJZXKDC
Address: 714 Sycamore Moon
Order Date: 05-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT C PAGE 1

MM-CH

The State of Texas

Secretary of State

CERTIFICATE OF INCORPORATION

OF

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
CHARTER NUMBER 01626567

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF INCORPORATION FOR THE ABOVE NAMED CORPORATION HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY, THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAY 1, 2001

EFFECTIVE MAY 1, 2001

Henry Cuellar

Henry Cuellar, Secretary of State

FILED
01 MAY -1 PM 2:39
SECRETARY OF STATE

Order: H3797XL5G
Address: 714 Sycamore Moor
Order Date: 07-10-2020
Document not for resale
HomeWiseDocs

EXHIBIT D PAGE 1

FILED
In the Office of the
Secretary of State of Texas
MAY 01 2001
Corporations Section

ARTICLES OF INCORPORATION
OF
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

I, the undersigned natural person over the age of eighteen (18), acting as an incorporator of a corporation under the Texas Non-Profit Corporation Act, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I.

The name of the corporation is The Park at Vista Del Norte Homeowners Association, Inc., hereinafter sometimes referred to as "corporation" or "Association".

ARTICLE II.

The corporation is a non-profit corporation.

ARTICLE III.

The period of its duration is perpetual.

ARTICLE IV.

The corporation shall have all power allowed by the law of Texas to be exercised by non-profit corporations, including the power and responsibility to maintain and administer the common area of The Park at Vista Del Norte Subdivision Unit 1 and any additional properties which may come within the jurisdiction of the Association; to administer and enforce any covenants and restrictions filed of record in the Real Property Records of Bexar County, Texas; to collect and disburse the assessments and charges thereof; and to similarly deal with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed which the Association may acquire.

ARTICLE V.

The street address of the initial registered office of the corporation is 1175 W. Bitters, Suite 200, San Antonio, Texas 78216, and the name of its initial registered agent at such address is Gordon V. Hartman.

VOL 08865 PG 00740

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT "B" - PAGE 3

ARTICLE VI.

The corporation shall have one or more classes of members as provided in the bylaws of the corporation. The affairs of the Association shall be managed by a board of directors consisting of three (3) initial members. The number of directors may be increased as provided in the bylaws of the corporation. The qualifications, manner of selection, duties, terms and other matters relating to the board of directors shall be provided in the bylaws. The initial directors of the corporation are as follows:

Name Gordon V. Hartman
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

Name Ed Berlanga
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

Name Bob Broussard
Address 1175 W. Bitters, Suite 200
San Antonio TX 78216

ARTICLE VII.

Every person or entity who is a record owner of a fee or undivided interest in any residential lot situated in The Park at Vista Del Norte Subdivision Unit 1 which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such unit lot merely as a mortgagee shall not be a member.

ARTICLE VIII.

The Association may enter into one or more maintenance agreements, shared facilities agreements, or other contracts or agreements to cost share any construction, maintenance, or service which the board of directors of the Association determines beneficial to the Association, to permit non-member access to common facilities of the Association, to create limited membership privileges, or for such other purposes as the board of directors determines beneficial for the Association.

VOL 08856 PG 00741

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT "B" PAGE 4

ARTICLE IX.

A director is not liable to the corporation or members for monetary damages for an act or omission in the director's capacity as director except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE X.

The corporation may indemnify a person who was, is or is threatened to be made a named defendant or respondent in litigation or other proceedings because the person is or was a director or other person related to the corporation as provided by the provisions in the Act governing indemnification. As provided in the bylaws, the board of directors shall have the power to define the requirements and limitations for the corporation to indemnify directors, officers, members, or others related to the corporation.

ARTICLE XI.

All references in these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

ARTICLE XII.

The name and street address of the incorporator is:

Ronald W. Hagauer
745 E. Mulberry, Suite 850
San Antonio TX 78212

IN WITNESS THEREOF, the undersigned has executed these Articles of Incorporation on the 30th day of April, 2001.

Ron Hagauer

By: Ronald W. Hagauer

VOL 08855 PG 00742

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT B PAGE 5

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared **RONALD W. HAGAUER**, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements contained therein are true and correct.

Given under my hand and seal this 30th day of April, 2001.

BEVERLY ANN RESENDEZ
Notary Public, State of Texas
My Commission Expires 12-2-03

Notary Public, State of Texas

VOL 08856 PG 00743

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT B PAGE 6

ATTACHMENT 2

BYLAWS

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

BYLAWS
OF
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I.
NAME AND LOCATION

The name of the corporation is The Park at Vista Del Norte Homeowners Association, Inc. The principal office of the corporation shall be located at 1175 W. Bitters, Suite 200, San Antonio, Texas 78216, but meetings of members and directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors.

ARTICLE II.
DEFINITIONS

"Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

"Association" shall mean and refer to The Park at Vista Del Norte Homeowners Association, Inc., its successors and assigns as provided herein.

"Board of Directors" or "Board" shall mean and refer to the board of directors of the Association as provided herein.

"Common Area" shall mean and refer to any real property acquired by or leased to the Association if such property is designated as "Common Area" in the instrument transferring such property.

"Declarant" shall mean and refer to Gordon V. Hartman Enterprises, Inc., a Texas corporation, and its successors and assigns.

"Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of The Park at Vista Del Norte Subdivision Unit 1 and include the same as it may, from time to time, be amended, supplemented and additional properties added, subject to and in accordance with the terms thereof.

"Lot" shall mean and refer to a designated parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

"Member" or "Members" shall mean and refer to all those Owners who are members of the Association.

"Owner" or "Owners" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot but excluding those having an interest merely as security for the performance of an obligation.

ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Each Owner shall be a Member of The Park at Vista Del Norte Homeowners Association, Inc.

Section 2. Allocation of Voting Rights. The Association shall have two classes of voting membership:

a. The Class A Member shall be all those Owners as defined in Section 1 above, with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot he owns.

b. The Class B Member shall be the Declarant. The Class B Member shall be entitled to four votes for each Lot it owns, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on May 1, 2010

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot it owns, subject to the following rights of Declarant.

Pursuant to Section 1.2.2 of the Declaration, additional land may be annexed into the subdivision and upon every annexation of such additional land, the Association shall, even if Class B membership has theretofore ceased pursuant to this Section, automatically have two classes of voting membership:

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

A. Class A Members shall be all the Owners as defined in Section 1 above, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot the Member owns.

B. Class B Members shall be the Declarant. The Class B Member shall be entitled to six votes for each Lot it owns (including each Lot owned prior to the annexation of additional land), provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on May 1, 2015.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot it owns.

Section 3. Member Rights in Association. No Member shall have any direct interest in the funds and assets of the Association, but shall have only a membership interest therein which shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's interest in his Lot. Membership in the Association shall be mandatory.

ARTICLE IV.
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within two (2) years from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date and time determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4th) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before and not more than fifty (50) days in advance of such meeting, to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

Section 6. Actions. When a quorum is present at a meeting, the vote of a majority, present in person or represented by proxy, shall decide any question brought before the meeting except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

ARTICLE V.
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a board of directors consisting of three (3) directors, who need not be Members of the Association. The number of directors may be increased to five (5) directors as provided in Article XII, Section 1.

Section 2. Term of Office. At the first annual meeting the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years; and at each annual meeting thereafter the Members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board, with or

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE VI.
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by the Board of Directors and from the floor at the annual meeting. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII.
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

as though taken at a meeting of the directors.

Section 5. Actions. When a quorum is present at a meeting, the vote of a majority, present in person or represented by proxy, shall decide any question brought before the meeting except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws.

ARTICLE VIII.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

a. adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, an independent contractor, or such other employee as the Board deems necessary, and to prescribe their duties including check writing duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

one-fourth (1/4th) of the Class A Members who are entitled to vote;

b. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

c. as more fully provided in the Declaration, fix the amount of the annual assessments to every Owner, send written notice of each assessment to every Owner, and foreclose the lien against any Lot for which assessments are not paid or take other appropriate action;

d. issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. procure and maintain adequate liability and hazard insurance on the Common Area and other property owned by the Association;

f. cause all officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

g. cause the Common Area and any other property owned by the Association to be maintained.

ARTICLE IX.
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

a. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

Vice-President

b. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

c. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Treasurer

d. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall keep proper books of account.

ARTICLE X.
COMMITTEES

Section 1. Committees. The Association shall appoint an Architectural Control Committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI.
ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each Member is obligated to pay the Association annual, special and individual assessments which are more particularly set out in the Declaration and secured by a continuing lien upon the Lot against which the assessment is made. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII.
AMENDMENTS

Section 1. Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. All of the provisions of the Declaration are hereby incorporated by reference for all purposes into these Bylaws. The provisions in the Declaration that have been incorporated by reference shall not be amended except as provided in the Declaration.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ARTICLE XIII.
MISCELLANEOUS

Section 1. Inspection. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 2. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words The Park at Vista Del Norte Homeowners Association, Inc.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of The Park at Vista Del Norte Homeowners Association, Inc. have executed these Bylaws effective the 2nd day of May, 2001.

By: Gordon V. Hartman

By: Ed Berlanga

By: Bob Broussard

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 3

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
SOLAR DEVICE POLICY
ENERGY EFFICIENT ROOFING POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of solar devices or energy efficient roofing on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against solar devices or energy efficient roofing, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. DEFINITIONS AND GENERAL PROVISIONS

1. Solar Energy Device Defined. A "**Solar Energy Device**" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

2. Energy Efficiency Roofing Defined. As used in this Policy, "**Energy Efficiency Roofing**" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities.

3. Architectural Review Approval Required. Approval by the architectural review authority under the Covenant (the "**ACC**") is required prior to installing a Solar Energy Device or Energy Efficient Roofing. The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising the installation or construction to confirm compliance with an approved application; or (iii) the compliance of approved application with governmental codes and ordinances, state and federal laws.

B. SOLAR ENERGY DEVICE PROCEDURES AND REQUIREMENTS

During any development period under the terms and provisions of the Covenant, the architectural review approval authority established under the Covenant need not adhere to the terms and provisions of this Solar Device Policy and may approve, deny, or further restrict the installation of any Solar Device. A development period continues for so long as the Declarant has reserved the right to facilitate the development, construction, size, shape, composition and marketing of the community.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

1. Approval Application. To obtain ACC approval of a Solar Energy Device, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar 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 Solar Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. The ACC will approve a Solar Energy Device if the Solar Application complies with Section B.3 below **UNLESS** the ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Section B.3, will create a condition that substantially interferes with the use and enjoyment of the property within the community by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The ACC's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of property immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Notwithstanding the foregoing provision, a Solar Application submitted to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association will not be approved despite compliance with Section B.3. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Solar Application is approved by the ACC, installation of the Solar Energy Device must: (i) strictly comply with the Solar Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Solar Energy Device to be installed in accordance with the approved Solar Application, the ACC may require the Owner to: (i) modify the Solar Application to accurately reflect the Solar Energy Device installed on the property; or (ii) remove the Solar Energy Device and reinstall the device in accordance with the approved Solar Application. Failure to install a Solar Energy Device in accordance with the approved Solar Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Solar Application or remove and relocate a Solar Energy Device in accordance with the approved Solar Application shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's lot, entirely within a fenced area of the Owner's lot, or entirely within a fenced patio located on the Owner's lot. If the Solar Energy Device will be located on the roof of the residence, the ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the ACC. If the Owner desires to contest the alternate location proposed by the ACC, the Owner should submit information to the ACC which demonstrates that the Owner's proposed location meets the foregoing

Order: H3797L5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

criteria. If the Solar Energy Device will be located in the fenced area of the Owner's lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the Solar Energy Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

C. ENERGY EFFICIENT ROOFING

The ACC will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property.

An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the ACC to confirm the criteria set forth in the previous paragraph.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 4
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
RAINWATER HARVESTING SYSTEM POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which prohibits the installation of rain barrels or a rainwater harvesting system on a residential lot. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against rain barrels or rainwater harvesting systems, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED.

Approval by architectural review authority under the Covenant (the **"ACC"**) is required prior to installing rain barrels or rainwater harvesting system on a residential lot (a "**Rainwater Harvesting System**"). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. RAINWATER HARVESTING SYSTEM PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of a Rainwater Harvesting System, the Owner shall provide the ACC with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System 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 Rain System Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Rain System Application submitted to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Rain System Application is approved by the ACC, installation of the Rainwater Harvesting System must: (i) strictly comply with the Rain System Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Rain System Application to be installed in accordance with the approved Rain

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

System Application, the ACC may require the Owner to: (i) modify the Rain System Application to accurately reflect the Rain System Device installed on the property; or (ii) remove the Rain System Device and reinstall the device in accordance with the approved Rain System Application. Failure to install a Rain System Device in accordance with the approved Rain System Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Rain System Application or remove and relocate a Rain System Device in accordance with the approved Rain System shall be at the Owner's sole cost and expense.

3. Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, each Rain System Application and each Rain System Device to be installed in accordance therewith must comply with the following:

(i) The Rain System Device must be consistent with the color scheme of the residence constructed on the Owner's lot, as reasonably determined by the ACC.

(ii) The Rain System Device does not include any language or other content that is not typically displayed on such a device.

(iii) The Rain System Device is in no event located between the front of the residence constructed on the Owner's lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's lot to install the Rain System Device, as reasonably determined by the ACC.

(v) If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. See Section B. 4 for additional guidance.

4. Guidelines for Certain Rain System Devices. If the Rain System Device will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, the ACC may regulate the size, type, shielding of, and materials used in the construction of the Rain System Device. Accordingly, when submitting a Rain Device Application, the application should describe methods proposed by the Owner to shield the Rain System Device from the view of any street, common area, or another Owner's property. When reviewing a Rain System Application for a Rain System Device that will be installed on or within the side yard of a lot, or would otherwise be visible from a street, common area, or another Owner's property, any additional regulations imposed by the ACC to regulate the size, type, shielding of, and materials used in the construction of the Rain System Device may not prohibit the economic installation of the Rain System Device, as reasonably determined by the ACC.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 5
THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
FLAG DISPLAY AND FLAGPOLE INSTALLATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the display of certain flags or the installation of certain flagpoles on a residential lot in violation of the controlling provisions of Section 202.011 of the Texas Property Code or any federal or other applicable state law. The Board and/or the architectural approval authority under the Covenant has adopted this policy in lieu of any express prohibition against certain flags and flagpoles, or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

A. ARCHITECTURAL REVIEW APPROVAL.

1. Approval Not Required. In accordance with the general guidelines set forth in this policy, an Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military (**"Permitted Flag"**) and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence (**"Permitted Flagpole"**). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the architectural review authority under the Covenant (the **"ACC"**).

2. Approval Required. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any residential lot (**"Freestanding Flagpole"**). The ACC is not responsible for: (i) errors in or omissions in the application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved application; or (iii) the compliance of an approved application with governmental codes and ordinances, state and federal laws.

B. PROCEDURES AND REQUIREMENTS

1. Approval Application. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the flagpole to be installed on the property; (b) the type of flagpole to be installed; (c) the dimensions of the flagpole; and (d) the proposed materials of the flagpole (the **"Flagpole Application"**). A Flagpole 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 Flagpole Application.

2. Approval Process. The decision of the ACC will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Flagpole Application submitted to install a Freestanding Flagpole on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install a Freestanding Flagpole on property owned by the Association

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

or property owned in common by members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

Each Owner is advised that if the Flagpole Application is approved by the ACC, installation of the Freestanding Flagpole must: (i) strictly comply with the Flagpole Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Freestanding Flagpole to be installed in accordance with the approved Flagpole Application, the ACC may require the Owner to: (i) modify the Flagpole Application to accurately reflect the Freestanding Flagpole installed on the property; or (ii) remove the Freestanding Flagpole and reinstall the flagpole in accordance with the approved Flagpole Application. Failure to install a Freestanding Flagpole in accordance with the approved Flagpole Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this policy and may subject the Owner to fines and penalties. Any requirement imposed by the ACC to resubmit a Flagpole Application or remove and relocate a Freestanding Flagpole in accordance with the approved Flagpole Application shall be at the Owner's sole cost and expense.

3. Installation, Display and Approval Conditions. Unless otherwise approved in advance and in writing by the ACC, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per residential lot, on which only Permitted Flags may be displayed;

(b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(d) With the exception of flags displayed on common area owned and/or maintained by the Association and any lot which is being used for marketing purposes by a builder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole must comply with all applicable zoning ordinances, easements and setbacks of record;

(f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 6

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
DISPLAY OF CERTAIN RELIGIOUS ITEMS POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

1. ***Display of Certain Religious Items Permitted.*** An Owner or resident is permitted to display or affix to the entry of the Owner's or resident's dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. This Policy outlines the standards which shall apply with respect to the display or affixing of certain religious items on the entry to the Owner's or resident's dwelling.

2. ***General Guidelines.*** Religious items may be displayed or affixed to an Owner or resident's entry door or door frame of the Owner or resident's dwelling; provided, however, that individually or in combination with each other, the total size of the display is no greater than twenty-five square inches (5″x5″ = 25 square inches).

3. ***Prohibitions.*** No religious item may be displayed or affixed to an Owner or resident's dwelling that: (a) threatens the public health or safety; (b) violates applicable law; or (c) contains language, graphics or any display that is patently offensive. No religious item may be displayed or affixed in any location other than the entry door or door frame and in no event may extend past the outer edge of the door frame of the Owner or resident's dwelling. Nothing in this Policy may be construed in any manner to authorize an Owner or resident to use a material or color for an entry door or door frame of the Owner or resident's dwelling or make an alteration to the entry door or door frame that is not otherwise permitted pursuant to the Association's governing documents.

4. ***Removal.*** The Association may remove any item which is in violation of the terms and provisions of this Policy.

5. ***Covenants in Conflict with Statutes.*** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions and the provisions of this Policy shall hereafter control.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 7

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
FINE AND ENFORCEMENT POLICY

1. Background. THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC. is subject to that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant"). In accordance with the Covenant, THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "**Association**") was created to administer the terms and provisions of the Covenant. Unless the Covenant or applicable law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, Bylaws and any rules and regulations of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Covenant and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

   The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict the Act or any other applicable law, such provision shall be modified to comply with the applicable law.

   Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

2. Policy. The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the 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 Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.

3. Owner's Liability. An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.

4. Amount. The 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 Association may establish a schedule of fines for certain types of violations. 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 Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice and an opportunity to be heard. This requirement may not be waived. The 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; (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; (6) the amount of the fine; (7) a statement that not later than the thirtieth (30th) day after the date of the violation notice, the Owner may request a hearing before the Board to contest the violation; and (8) the date the fine attaches or begins accruing, subject to the following:

a. New Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state 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. In the case of a repeat of the same or similar violation of which the Owner was previously notified and the violation was cured within the preceding six (6) month time period, the notice will state that, because the Owner was given notice and a reasonable opportunity to cure the same or similar violation but the violation has occurred again, the fine attaches from the date of the expiration of the cure period in the violation notice.

c. Continuous Violation. If an Owner has been notified of either a new violation or a repeat violation in the manner and for the fine amounts as set forth in the Schedule of Fines below and 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. The fine shall begin accruing upon the expiration of the cure period in the violation notice informing the Owner of the Board's decision and amount of fine and the Owner's failure and/or refusal to cure as requested.

6. Violation Hearing. An Owner may request in writing a hearing before the Board to contest the fine. To request a hearing before the Board, the Owner must submit a written request to the Association's manager (or the Board if there is no manager) within thirty (30) days after the date of the violation notice. Within fifteen (15) days after the Owner's request for a hearing, the Association will give the Owner at least fifteen (15) days advance notice of the date, time, and place of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine. The hearing 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 may attend the hearing in person, or may be represented by another person or written communication. 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. The

Order: H3737XHEG
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the violation notice and request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit A.

7. Levy of Fine. Within thirty (30) days after levying the fine, the Board must give the Owner notice of the levied fine. If the fine is levied at the hearing at which the Owner is actually present, the notice requirement will be satisfied if the Board announces its decision to the Owner at the hearing. Otherwise, the notice must be in writing. In addition to the initial levy notice, the Association will give the Owner periodic written notices of an accruing fine or the application of an Owner's payments to reduce the fine. The periodic notices may be in the form of monthly statements or delinquency notices.

8. Collection of Fines. The 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 Association may not foreclose its assessment lien on a debt consisting solely of fines. The Association may not charge interest or late fees for unpaid fines.

9. Amendment of Policy. This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records. The notice may be published and distributed in an Association newsletter or other community-wide publication.

Schedule of Fines. The Board shall assess monetary fines each month according to the following schedule:

First month (30 days) after written request:	$25
Second month (60 days) after first written request	$50*
Third month (90 days) after first written request	$100*
Fourth month (120 days) after first written request	$200* and HOA Attorney

- These fines are in addition to the previous month's fines. For example, the total fines for three months of written notices would be $25 plus $50 plus $100 for a total of $175.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

EXHIBIT A

HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of hearing an appeal by_____ from the penalties imposed by the Association for violation of the Restrictions.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code, and is an opportunity for the appealing party to discuss, verify facts, and resolve the matter at issue. The Board would like to resolve the dispute at this hearing. However, the Board may elect to take the appeal under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by the appealing party be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and the appealing party regarding the final terms of the settlement if a resolution was agreed upon during the discussion phase of the hearing.

Order: HS79XL8G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

If no settlement was agreed upon, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Park at Vista del Norte
Homeowners Association Inc.

Dear Homeowner,

The Board of Directors has recently passed a violation "Resolution," for your community. The following are the more important points of the resolution that you should be aware. Please note that this will be effective 1-1-09. The Board has adopted the following procedures to protect community harmony. This resolution does not replace and/or add additional penalties to those that already exist.

1. The Board of Directors is authorized to enforce timely assessment payments from owners, compliance with Rules and Regulations and other policies enacted in accordance with the governing documents by assessing monetary penalties against owners, their guests, family and renters who are found to be in violation.

2. The Board of Directors and/or Property Manager shall attempt to obtain compliance with the rules and requirements of the Association through a formal written notice to the homeowner detailing the violation and steps required to resolve the problem.

3. If the homeowner has not resolved the matter within the given time frame specified within the violation letter, the homeowners account will be assessed the monetary fine(s) as detailed in the Schedule of Fines. For each month that the HOA levies a fine against the homeowner, written notice of the violation, the current fine and any past due amounts shall be sent to the homeowner. If after 120 days the violation is not corrected the infraction will be turned over to the HOA Attorney's office for follow-up and enforcement through legal action.

Schedule of Fines. The Board shall assess monetary fines each month according to the following schedule:

First month (30 days) after written request:	$25
Second month (60 days) after first written request	$50*
Third month (90 days) after first written request	$100*
Fourth month (120 days) after first written request	$200* and HOA Attorney

- These fines are in addition to the previous month's fines. For example, the total fines for three months of written notices would be $25 plus $50 plus $100 for a total of $175.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

5. Appeal. A homeowner may file a formal written appeal to the HOA by contacting the property manager or a member of the Board. Once the Board has assessed a fine(s), the homeowner may, within 30 days, make a written request for reconsideration. The homeowner, at his or her option, may request a hearing before the Board. The Board may reduce or retract the fines, if the Board finds that such fines are not necessary to obtain compliance with the rules and requirements of the HOA.

Collection. In accordance with Article 5.5, of the CC&Rs, the Board may initiate legal action to enforce compliance with the CC&Rs and other rules and regulations of the HOA, including but not limited to, recovery of fines, damages, and/or request of injunctive relief. The prevailing party shall be entitled to recover from the other party, its reasonable expenses, court costs, and attorneys' fees, in the amount awarded by the court.

This letter serves as your notice that this resolution has been adopted by the Board of directors and will be effective 1-1-09.

We thank you in advance for your cooperation with this resolution. If you have any questions in reference to this resolution, we encourage you to call our property management, ProComm, manager Angela Mazey at 545-1888 Ext 245 or e-mail amazey@procomm-mgmt.com.

Sincerely,

Angela Mazey

For Board of Directors at Park at Vista del Norte

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 8

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
ASSESSMENT COLLECTION POLICY

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC. is a community (the "**Community**") created by and subject that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant"). The operation of the Community is vested in THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Due Date. An Owner will timely and fully pay Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.

1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.

1-C. Late Fees & Interest. If the Association does not receive full payment of an Assessment by 5:00 p.m. after the due date established by the Board, the Association may levy a late fee of $25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.

1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.

1-E. Insufficient Funds. The Association may levy a charge of $25 for any check returned to the Association marked "not sufficient funds" or the equivalent.

1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

(1) Delinquent assessments

(2) Current assessments

(3) Attorney fees and costs associated with delinquent assessments

(4) Other attorney's fees

(5) Fines

(6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of

Order: H6F37YE5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.

3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.

5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.

5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.

5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.

5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.

5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

will provide the following notices and take the following actions unless otherwise directed by the Board:

(1) Initial Notice: Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within 30 days (unless such notice has previously been provided by the Association , then

(2) Lien Notice: Preparation of the Lien Notice of Demand for Payment Letter and record a Notice of Unpaid Assessment Lien. If the account is not paid in full within 30 days, then

(3) Final Notice: Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender . If the account is not paid in full within 30 days, then

(4) Foreclosure of Lien: Only upon specific approval by a majority of the Board.

5-H. Notice of Lien. The Association's attorney may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.

5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.

5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.

6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.

6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Assessments, or reimbursed to the Owner if those Assessments are paid in full.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 9

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits the inspection, copying and/or retention of association records and files in violation of the controlling provisions of the Texas Property Code or any other applicable state law. The Board has adopted this policy in lieu of any express prohibition or any provision regulating such matters which conflict with Texas law, as set forth in the Covenant.

1. ***Written Form.*** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

2. ***Request in Writing; Pay Estimated Costs In Advance.*** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the 30th business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the 30th business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the 30th business day after the date the final invoice is sent to the Owner.

3. ***Period of Inspection.*** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) days along with either: (i) another date within an additional fifteen (15) days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) after a diligent search, the requested records are missing and can not be located.

4. ***Records Retention.*** The Association shall keep the follow records for at least the times periods stated below:

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

a. **PERMANENT:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Covenant, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto recorded in the property records to be effective against any Owner and/or Member of the Association.

b. **FOUR (4) YEARS:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.

c. **FIVE (5) YEARS:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association, and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.

d. **SEVEN (7) YEARS:** Minutes of all meetings of the Board and the Owners.

e. **SEVEN (7) YEARS:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.

f. **GENERAL RETENTION INSTRUCTIONS:** "Permanent" means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.b. above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2012, and the retention period is five (5) years, the retention period begins on December 31, 2012 and ends on December 31, 2017. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.

5. ***Confidential Records.*** As determined in the discretion of the Board, certain Association records may be kept confidential such as personnel files, Owner account or other personal information (except addresses) unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.

6. ***Attorney Files.*** Attorney's files and records relating to the Association (excluding invoices requested by a Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney's files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney's files and records if the Association has not maintained a separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

7. ***Presence of Board Member or Manager; No Removal.*** At the discretion of the Board or the Association's manager, certain records may only be inspected in the presence of a Board member or employee of the Association's manager. No original records may be removed from the office without the express written consent of the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

TEXAS ADMINISTRATIVE CODE
TITLE 1, PART 3, CHAPTER 70
RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

(a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).

(b) Copy charge.

(1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

(A) Diskette--$1.00;

(B) Magnetic tape--actual cost

(C) Data cartridge--actual cost;

(D) Tape cartridge--actual cost;

(E) Rewritable CD (CD-RW)--$1.00;

(F) Non-rewritable CD (CD-R)--$1.00;

(G) Digital video disc (DVD)--$3.00;

(H) JAZ drive--actual cost;

(I) Other electronic media--actual cost;

(J) VHS video cassette--$2.50;

(K) Audio cassette--$1.00;

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper--See also §70.9 of this title)--$.50;

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic--actual cost.

(c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.

(1) The hourly charge for a programmer is $28.50 an hour. Only programming services shall be charged at this hourly rate.

(2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with §552.231 of the Texas Government Code.

(3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of §552.261(b) of the Texas Government Code.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

(d) Labor charge for locating, compiling, manipulating data, and reproducing public information.

(1) The charge for labor costs incurred in processing a request for public information is $15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more separate buildings that are not physically connected with each other; or

(B) A remote storage facility.

(3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:

(A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

(B) To research or prepare a request for a ruling by the attorney general's office pursuant to §552.301 of the Texas Government Code.

(4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, §552.261(b).

(6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(e) Overhead charge.

(1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, §552.261(a)(1) or (2).

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $15.00 x .20 = $3.00; or Programming labor charge, $28.50 x .20 = $5.70. If a request requires one hour of labor charge for locating, compiling, and reproducing information ($15.00 per hour); and one hour of programming labor charge ($28.50 per hour), the combined overhead would be: $15.00 + $28.50 = $43.50 x .20 = $8.70.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

(f) Microfiche and microfilm charge.

(1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.

(2) If only a master copy of information in microfilm is maintained, the charge is $.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

(1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.

(2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

(1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.

(2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.

(3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System--Rate: mainframe--$10 per CPU minute; Midsize--$1.50 per CPU minute; Client/Server--$2.20 per clock hour; PC or LAN--$1.00 per clock hour.

(4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU

Order: H3797XE5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $10 / 3 = $3.33; or $10 / 60 x 20 = $3.33.

(5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the §552.231 of the Texas Government Code.

(i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.

(j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

(k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter O, §3.341 and §3.342).

(l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.

(m) These charges are subject to periodic reevaluation and update.

Source Note: The provisions of this §70.3 adopted to be effective September 18, 1996, 21 TexReg 8587; amended to be effective February 20, 1997, 22 TexReg 1625; amended to be effective December 3, 1997, 22 TexReg 11651; amended to be effective December 21, 1999, 24 TexReg 11255; amended to be effective January 16, 2003, 28 TexReg 439; amended to be effective February 11, 2004, 29 TexReg 1189; transferred effective September 1, 2005, as published in the Texas Register September 29, 2006, 31 TexReg 8251; amended to be effective February 22, 2007, 32 TexReg 614

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 10

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

1. ***Dedicatory Instruments.*** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property Owners' association; (b) properly adopted rules and regulations of the property Owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations, or as otherwise referred to in this notice as the "Governing Documents."

2. ***Recordation of All Governing Documents.*** The Association shall file all of the Governing Documents in the real property records of each county in which the property to which the documents relate is located. Any dedicatory instrument comprising one of the Governing Documents of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.

3. ***Online Posting of Governing Documents.*** The Association shall make all of the Governing Documents relating to the Association or subdivision and filed in the county deed records available on a website if the Association has, or a management company on behalf of the Association maintains, a publicly accessible website.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 11

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
STATUTORY NOTICE OF ANNUAL MEETING, ELECTIONS AND VOTING

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits annual meetings, certain election requirements and voting processes and other conduct related to annual meetings, elections and voting in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. ***Annual Meetings Mandatory.*** As set forth in Texas Property Code Section 209.014, the Association is required to call an annual meeting of the Members of the Association.

2. ***Notice of Election or Association Vote.*** Not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of an election or vote, the Association must give written notice of the election or vote to: (a) each Owner in the Association for purposes of an Association-wide election or vote; or (b) each Owner in the Association entitled to vote to elect Board Members.

3. ***Election of Board Members.*** Except during any development period established in the Covenant (see Paragraph 11 below), any Board Member whose term has expired must be elected by Owners in the Association. A Board Member may be appointed by the Board only to fill a vacancy caused by a resignation, death, or disability. A Board Member appointed to fill a vacant position shall serve the unexpired term of the predecessor board member.

4. ***Eligibility for Board Membership.*** Except during any development period established in the Covenant (see Paragraph 11 below), the Association may not restrict an Owner's right to run for a position on the Board. If the Board is presented with written and documented evidence from a database or other record maintained by a governmental law enforcement authority that a Board Member has been convicted of a felony or crime involving moral turpitude, the Board Member is then immediately ineligible to serve on the Board, automatically considered removed from the Board, and prohibited from future service on the Board.

5. ***Right to Vote.*** Except during any development period established in the Covenant (see Paragraph 11 below), any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void.

6. ***Voting; Quorum.*** The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; (c) by electronic ballot;

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

or (d) by any method of representative or delegated voting provided by the Association's governing documents.

7. ***Written Ballots.*** Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the member. Electronic votes constitute written and signed ballots. In an Association-wide election, written and signed ballots are not required for uncontested races.

8. ***Absentee or Electronic Ballots.*** An absentee or electronic ballot: (a) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (b) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (c) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot.

a. Meaning of Electronic Ballot. Notwithstanding any contrary provision in the governing document of the Association, "electronic ballot" means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner's ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

b. Solicitation of Votes by Absentee Ballot. Any solicitation for votes by absentee ballot must include: (a) an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action; (b) instructions for delivery of the completed absentee ballot, including the delivery location; and (c) the following language: *"By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in-person vote will prevail."*

9. ***Tabulation of and Access to Ballots.*** A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote. A person tabulating votes in an Association election or vote may not disclose to any other person how an individual voted.

10. ***Recount of Votes.*** Any Owner may, not later than the fifteenth (15th) day after the date of the meeting at which the election was held, require a recount of the votes. A demand for a recount must be submitted in writing either: (a) by certified mail, return receipt requested, or by delivery by the U.S. Postal Service with signature confirmation service to the Association's mailing address as reflected on the latest management certificate; or (b) in person to the Association's managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Owner requesting the recount will be

Order: H379YL5S
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

required to pay, in advance, expenses associated with the recount as estimated by the Association. Any recount must be performed on or before the thirtieth (30th) day after the date of receipt of a request and payment for a recount is submitted to the Association for a vote tabulator as set forth below.

a. Vote Tabulator. At the expense of the Owner requesting the recount, the Association shall retain for the purpose of performing the recount, the services of a person qualified to tabulate votes. The Association shall enter into a contract for the services of a person who: (a) is not a Member of the Association or related to a Member of the Association Board within the third degree by consanguinity or affinity; and (b) is either a person agreed on by the Associations and any person requesting a recount or is a current or former county judge, county elections administrator, justice of the peace or county voter registrar.

b. Reimbursement for Recount Expenses. If the recount changes the results of the election, the Association shall reimburse the requesting Owner for the cost of the recount to the extent such costs were previously paid by the Owner to the Association. The Association shall provide the results of the recount to each Owner who requested the recount.

c. Board Action. Any action taken by the Board in the period between the initial election vote tally and the completion of the recount is not affected by any recount.

11. ***Development Period.*** The Covenant may provide for a period of declarant control of the association during which a declarant, or persons designated by the declarant, may appoint and remove board members and the officers of the association, other than the board members or officers elected by members of the property association.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

ATTACHMENT 12

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
STATUTORY NOTICE OF CONDUCT OF BOARD MEETINGS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, recorded under Document No. 2001-0070483, Official Public Records of Bexar County, Texas, as amended (the "Covenant").

Note: Texas statutes presently render null and void any restriction in the Covenant which restricts or prohibits open board meetings and other conduct related to board meetings in violation of the controlling provisions of the Texas Property Code or any other applicable state law.

1. ***Definition of Board Meetings.*** As set forth in Texas Property Code Section 209.0051, "board meeting" means: (a) a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action; but does not include: (b) the gathering of a quorum of the Board at a social function unrelated to the business of the Association or the attendance by a quorum of the Board at a regional, state, or national convention, ceremonial event, or press conference, if formal action is not taken and any discussion of Association business is incidental to the social function, convention, ceremonial event, or press conference.

2. ***Open Board Meetings.*** All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners, or matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes, without breaching the privacy of individual Owners, violating any privilege, or disclosing information that was to remain confidential at the request of the affected parties. The oral summary must include a general explanation of expenditures approved in executive session.

3. ***Location.*** Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a party of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

4. ***Record; Minutes.*** The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

5. ***Notices.*** Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each property Owner not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Association members in a place located on the Association's common area property or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association. It is an Owner's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

6. ***Meeting without Prior Notice.*** A Board may meet by any method of communication, including electronic and telephonic, without prior notice to Owners if each director may hear and be heard and may take action by unanimous written consent to consider routine and administrative matters or a reasonably unforeseen emergency or urgent necessity that requires immediate Board action. Any action taken without notice to Owners must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, without prior notice to Owners under Paragraph 5 above consider or vote on:

(a) fines;

(b) damage assessments;

(c) initiation of foreclosure actions;

(d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety;

(e) increases in assessments;

(f) levying of special assessments;

(g) appeals from a denial of architectural control approval; or

(h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

7. ***Development Period.*** The provisions of this policy do not apply to Board meetings during the "development period" (as defined in the Covenant) unless the meeting is conducted for the purpose of: (a) adopting or amending the governing documents, including declarations, bylaws, rules, and regulations of the Association; (b) increasing the amount of regular assessments of the Association or adopting or increasing a special assessment; (c) electing non-developer Board members of the Association or establishing a process by which those members are elected; or (d) changing the voting rights of members of the Association.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

DEC 30 2011

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110233463 Fees: $264.00
12/30/2011 4:22PM # Pages 63
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENT:**
COUNTY OF BEXAR §

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Park at Vista Del Norte Homeowners Association, Inc.is a property owners' association as the term is defined in the Texas Property Code and has property located in Bexar County, Texas,

NOW THERFORE, true copies of the following dedicatory instruments of the Park at Vista Del Norte Homeowners Association, Inc. which have not been previously filed in the public records of Bexar County are attached hereto, including:

- ***Parking Policy***

FURTHER, other dedicatory instruments of the Park at Vista Del Norte Homeowners Association, Inc. have already been filed in the public records of Bexar County as these documents supplement the previously filed documents.

SIGNED on this the 24 day of May, 2022.

The Park at Vista Del Norte Homeowners Association, Inc.

By: Spectrum Association Management, L.P.

By: Shelby Welch
Shelby Welch
Spectrum Association Management, L.P.
Managing Agent

State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 24th, May, 2022 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for Park at Vista Del Norte Homeowners Association, Inc., on behalf of said association.

Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232

AMANDA SALAZAR
Notary Public, State of Texas
Comm. Expires 01-26-2026
Notary ID 12546520-9

Order: H3797X
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.
PARKING POLICY

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

WHEREAS, The Park at Vista Del Norte Homeowner's Association, Inc. (hereinafter the "Association") is a Texas non-profit corporation, organized pursuant to the Declaration of Covenants, Conditions and Restrictions for The Park at Vista Del Norte Subdivision Unit 1, executed on April 26, 2001, recorded in Volume 8850, Page 514, Official Public Records of Real Property of Bexar County, Texas, as amended (hereinafter the "Declaration"); and

WHEREAS, the Association is empowered, pursuant to Article II, Section 2.8.1 of the Declaration, to make rules governing access to the Properties and the use (including parking) of the streets of the Properties, as it may from time-to-time deem necessary to ensure preservation and appearance of the Subdivision as a first-class residential neighborhood; and,

WHEREAS, the Board of Directors wishes to enforce the Declaration's parking provisions, and to adopt additional parking rules;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION that the following Parking Policy is hereby adopted to govern access to the Properties and the use (including parking) of the streets of the Properties, to-wit:

Permit Fees

Each homeowner is eligible to obtain up to three parking passes each year. The cost is $25.00 per pass, and it is good for the entire calendar year. Owners who currently owe association fees, or have outstanding fines, will not be eligible to obtain a parking pass until their obligation(s) are taken care of.

Permits will be issued in late December or early January.

1. permits will be issued at the Management Company office during announced times;
2. there also will be two days set aside for passes to be obtained at the front of both Units;
3. passes must be paid for with a personal check or a money order, no cash or credit cards are accepted;

3A. owners of rental homes will be responsible for all purchases of passes;

4. any lost or stolen permits will be replaced by contacting the property management company and submitting a written request and paying a new fee of $25.00.
5. if such lost or stolen pass is later found, it can be returned and a refund issued for that calendar year; and,

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

6. Holiday parking—visitors may park overnight without a pass displayed during the following holiday nights:
   New Years Eve
   July 4th (evening before)
   Thanksgiving (evening before and night of)
   Christmas Eve and Christmas day eve.

Resident Parking

1. Because of the limited parking in certain areas of the property, all residents are urged to use their garages and driveways whenever possible.
2. Vehicles parked in our community streets must be parked with the RIGHT wheels to the curb.
3. Resident vehicles parked on community street parking areas must display a valid "Overnight Parking Permit" displayed in the front windshield visible to the approved towing company, property management company representative, Security or Board Member of the HOA of the Park at Vista Del Norte.
4. Vehicles may not be parked on the community streets for any longer than 3 days without being moved.
   a. Any vehicle not moved after being parked in the street for three days, permitted or not, will be issued a parking violation and given two days to move such vehicle.
   b. if after two days the vehicle has not been moved the HOA of the "Park" will have the vehicle removed from the community streets at the owner's expense
5. Vehicles leaking fluids, in need of repair or inoperable will be issued a violation and given two days to be repaired or removed at the owner's expense.

Enforcement

1. The HOA will authorize either a designated towing company or a security company to enforce violations.
2. The first violation will be a "forgiveness" one.
3. Each violation after the initial free one, may result in the violating vehicle being towed, at the owner's expense.
4. Violations for vehicles without a current parking pass, will only be issued between the hours of 2-6 AM.
5. Vehicles parking on or blocking sidewalks, or parking with left wheels to the curb, will be subject to towing without any warning. Both state law and the disability act make it a violation to block sidewalks with any vehicles.

The foregoing was approved by the Board of Directors of the Association at an open meeting with notice to the Members, as certified by the signatures of the President and Secretary of the Association below.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Thus adopted on the 13 day of April, 2022.

THE PARK AT VISTA DEL NORTE HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: Robert Bloomer
Robert Bloomer, Its President

By:
Orlando Ysassi, Its Secretary

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Robert Bloomer, President of The Park at Vista Del Norte Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 19 day of April, 2022.

Notary Public, State of Texas

AMANDA SALAZAR
Notary Public, State of Texas
Comm. Expires 01-26-2026
Notary ID 12546520-9

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Orlando Ysassi, Secretary of The Park at Vista Del Norte Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 19 day of April, 2022.

Notary Public, State of Texas

AMANDA SALAZAR
Notary Public, State of Texas
Comm. Expires 01-26-2026
Notary ID 12546520-9

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20220130827
Recorded Date:	May 24, 2022
Recorded Time:	3:28 PM
Total Pages:	5
Total Fees:	$38.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 5/24/2022 3:28 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

AFFIDAVIT FOR FILING DEDICATORY INSTRUMENTS

STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENT:**
COUNTY OF BEXAR §

WHEREAS section 202.006 of the Texas Property Code requires that a property owners' association file its dedicatory instruments in the real property records of the county in which the property is located, and

WHEREAS the Park at Vista Del Norte Homeowners Association, Inc is a property owners' association as the term is defined in the Texas Property Code and has property located in Bexar County, Texas,

NOW THERFORE, true copies of the following dedicatory instruments of the Park at Vista Del Norte Homeowners Association, Inc which have not been previously filed in the public records of Bexar County are attached hereto, including:

- ***Membership Voting Policy***
- ***Solar Energy Device Guidelines***
- ***Landscape Maintenance Guidelines during Temporary Water Restrictions Policy***

FURTHER, other dedicatory instruments of the Park at Vista Del Norte Homeowners Association, Inc have already been filed in the public records of Bexar County as these documents supplement the previously filed documents.

SIGNED on this the 7 day of October, 2025.

The Park at Vista Del Norte Homeowners Association, Inc

By: Spectrum Association Management, L.P.

By: Shelby Welch
Shelby Welch
Spectrum Association Management, L.P.
Managing Agent

State of Texas §

County of Bexar §

This Instrument was acknowledged and signed before me on 7th, October, 2025 by Shelby Welch, representative of Spectrum Association Management, the Managing Agent for the Park at Vista Del Norte Homeowners Association, Inc, on behalf of said association.

Max Ortiz
Notary Public, State of Texas

After Recording Return To:
Spectrum Association Management
Attn: Transitions
17319 San Pedro, #318
San Antonio, TX 78232

MAXIMINO ORTIZ
Notary ID #135524103
My Commission Expires
July 15, 2029

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Membership Voting Policy for the
The Park at Vista Del Norte Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Pursuant to the Governing Documents of The Park at Vista Del Norte Homeowners Association, Inc., (referred to as "Association") the Directors of the The Park at Vista Del Norte Homeowners Association, Inc., a Texas non-profit corporation, adopt the following resolution:

This Membership Voting Policy for The Park at Vista Del Norte Homeowners Association, Inc. (the "Policy") is adopted by the The Park at Vista Del Norte Homeowners Association, Inc. (the "Association"), a Texas Non-Profit Corporation.

WHEREAS, membership voting is governed in whole or in part by Sections 209.0058, 209.0059, 209.00593 and 209.0054 of Texas Property Code (the "Voting Requirements"), and;

WHEREAS, pursuant to Section 209.00592 of the Texas Property Code was recently modified to require (at a minimum), members of a homeowners association be permitted to vote at a membership meeting by proxy, absentee ballot or electronic ballot.

WHEREAS, the Association may adopt policies and rules to help facilitate the provisions outlined in the Voting Requirements.

NOW THEREFORE, the Association hereby adopts a Membership Voting Policy as follows:

1.) The Association shall have the sole authority to promulgate all ballots, absentee ballots, proxy forms, electronic ballots or other instruments ("Voting Instruments") for use in Association wide votes or elections and the Association may not accept any other form of these instruments in connection with an Association vote or election.
2.) The Association may include copies of Voting Instruments for use in Association wide votes or elections in the notice of said meeting. Members shall otherwise be entitled to obtain from the Association copies of said unexecuted Voting Instruments.
3.) All Voting Instruments must be signed and dated by the member executing said instrument. Unsigned or undated instruments may be deemed invalid and may not be counted toward quorum and/or totals in a vote or election.
4.) Voting Instruments may be submitted to the Association electronically, by mail or in person not later than one business day prior to the election or vote to which they pertain. Voting Instruments may also be submitted at the meeting to which they pertain prior to the close of voting.
5.) Electronic submission of executed Voting Instruments may include e-mail submission or facsimile transmission of said Voting Instrument to the respective email address or fax number listed for such purpose on said instrument promulgated by the Association. Electronic submission of said Voting Instruments shall also include an electronic transmission made through a secured exchange available through the Association's website.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

6.) Voting Instruments may also be mailed to the principal office address of the Association as listed on the Voting Instrument. If mailing, Voting Instruments must be received not later than one business day prior to the Election or Vote to which they pertain.
7.) Votes cast by proxy may only be cast in person by the proxy holder at the meeting for which said proxy is effective.
8.) Voting shall be permitted by proxy, absentee ballot or electronic ballot.

EFFECTIVE DATE: 09/01/2025

Authorized Board Member Signature: Kathleen Weideman Date: 09/22/2025
Kathleen Weideman (Sep 22, 2025 18:59:44 CDT)

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Solar Energy Device Guidelines for the
The Park at Vista Del Norte Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Pursuant to the Governing Documents of **The Park at Vista Del Norte** Homeowners Association, Inc., **(referred to as "Association") the Directors of the The Park at Vista Del Norte Homeowners Association, Inc., a Texas non-profit corporation, adopt the following resolution:**

WHEREAS:

1. The Texas Property Code Chapter 202 Section 202.010 precludes associations from adopting or enforcing a complete prohibition on solar energy devices; and
2. Pursuant to Section 202.010 of the Texas Property Code, the Board of Directors is permitted to adopt certain limitations on solar energy devices.
3. Section 202.010 of the Texas Property Code includes solar roof tiles as a solar energy device under the statute.

BE IT RESOLVED THAT:

1. In order to comply with Section 202.010 of the Texas Property Code, the Board of Directors of the Association hereby repeals any and all prior restrictions on solar energy devices contained in any governing document of the Association, all prior restrictions and adopts the following guidelines to govern solar energy devices.
    a. Solar energy devices may be approved by the architectural review committee, but prior to installation written approval must be obtained from the architectural review committee;
    b. Unless there is supplied documentation stating that the energy production of the solar energy device will be compromised by more than ten percent, the solar energy device must be placed on the rear facing portion of the roof, or may be placed on the rear facing portion of another approved structure;
    c. The solar energy device may not be higher or wider than any flat portion of the roof with where it is attached. The top edge of the solar energy device must be parallel with the roofline, or if the roofline is at an angle, it must be parallel with the bottom portion of the roof. The solar energy device must also conform to the slope of the roofline;

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

d. If the solar energy device will be located anywhere on the lot other than the roof of the home, or other approved structure, the solar energy device must be located below the fence line;
e. The color of the solar energy device frames, brackets, wires and pipes must be included with the improvement request.

2. In the event of any conflict between these provisions and any solar energy device restrictions contained in any governing documents of the Association, including design guidelines, policies and the Declaration, this Solar Energy Device Policy controls.

EFFECTIVE DATE: 05/29/2025

Authorized Board Member Signature: Kathleen Weideman Date: 09/22/2025

Kathleen Weideman (Sep 22, 2025 18:59:44 CDT)

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Landscape Maintenance Guidelines during Temporary Water Restrictions Policy for the The Park at Vista Del Norte Homeowners Association, Inc.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Pursuant to the Governing Documents of The Park at Vista Del Norte Homeowners Association, Inc., (referred to as "Association") the Directors of the The Park at Vista Del Norte Homeowners Association, Inc., a Texas non-profit corporation, adopt the following resolution:

WHEREAS:

1. The Texas Property Code Section 202.008 restricts homeowners' associations from assessing a fine against property owner(s) for a violation of the restrictions for not installing or maintaining green vegetation or turf during temporary water restrictions mandated by a municipality, water utility, or other retail or wholesale water supplier as a strategy to conserve water during drought like conditions; and
2. Fines cannot be levied before the 60th day after the date the residential watering restriction is lifted.

BE IT RESOLVED THAT:

1. In order to comply with Texas Property Code Section 202.008, the Association hereby adopts this policy whereby during a period when the owner's property is subject to a residential water restriction under which discolored or brown vegetation or turf could reasonably result, or before the 60th day after the date those restrictions are lifted, no fines will be levied against property owners for a violation of the Association restrictions that requires the owner(s) to
    a. plant or install grass or turf, or
    b. maintain green vegetation or turf, or
    c. prohibits discolored or brown vegetation or turf on the property
2. The Association hereby adopts this policy that during a period when the owner's property is subject to a residential water restriction under which discolored or brown vegetation or turf could reasonably result, or before the 60th day after the date those restrictions are lifted, any fines assessed during this time shall be considered void and will be removed from the owner's account within a reasonable timeframe.

EFFECTIVE DATE: 09/01/2025

Authorized Board Member Signature: Kathleen Weideman Date: 09/22/2025
Kathleen Weideman (Sep 22, 2025 18:59:44 CDT)

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number:	20250193862
Recorded Date:	October 17, 2025
Recorded Time:	2:42 PM
Total Pages:	7
Total Fees:	$45.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 10/17/2025 2:42 PM

Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

Rules and Regulations
The Park at Vista Del Norte Homeowners Association, Inc.

Order: H3797XL5G
Address: 714 Sycamore Moon
Order Date: 07-10-2026
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

****REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.****

Order: H3797XL5G
Address: 714 Sycamore Moon

Statement of Account

The Park at Vista Del Norte Homeowners Association, Inc.

Spectrum Association Management

Property Information:
714 Sycamore Moon
San Antonio, TX 78216-8031
Seller: M. Colleen Fitzgerald
Buyer: Laura Brent

Requestor:
Independence Title Company
Autumn Cooke
210-237-4640
Estimated Closing Date: 08-05-2026

General Information

This information is good through	07/30/2026
The regular assessment is paid through:	N/A
The regular assessment is next due:	10/01/2026
What day of the month are regular assessments due?	First day of the month
How many days after the due date is the regular assessment considered delinquent?	28
The penalty for delinquent assessments is:	10% + Cost of Collection

Specific Fees Due To The Park at Vista Del Norte Homeowners Association, Inc.

Assessment Data:	
HOA Assessment (Frequency: Quarterly)	$157.50
Are there any current special assessments or governing body approved special assessments, against units within the association? If yes, a comment is provided.	No
Owner's current balance due (you may total the owners balance due using the breakdown below):	$21.31

General Association Information

Are there any violations against this unit?	No

Spectrum Association Management

Spectrum Association Management , Managing Agent **Date: 07-15-2026**

Spectrum Association Management

Phone: 210-494-0659

Please return check with barcode for faster processing

Statement of Account

The Park at Vista Del Norte Homeowners Association, Inc.

Spectrum Association Management

Property Information:
714 Sycamore Moon
San Antonio, TX 78216-8031
Seller: M. Colleen Fitzgerald
Buyer: Laura Brent

Requestor:
Independence Title Company
Autumn Cooke
210-237-4640
Estimated Closing Date: 08-05-2026

Comments:

Please review the disclosures below with sellers and buyers.

AUTOMATIC PAYMENTS: Please instruct homeowners to cancel any automatic payments associated with their online account so they do not get charged for the next assessment.

MAILING ADDRESS- After purchasing, it is the responsibility of the Buyer to notify the Association of Buyer's name(s) and correct mailing address. The warranty deed serves as the evidence of purchase but does not serve as notification of the Buyer's mailing address. The Association will use the property's physical address for all correspondence to the Buyer until notified in writing by the Buyer of an alternate address. Failure to receive an invoice does not waive the obligation to remit payment on time.

DELINQUENT ACCOUNTS: If the property owner's account is delinquent in the Statement of Account and/or Resale Certificate the balance due is only good for 14 days. If the property owner's account is delinquent new delinquency fees are added to the account every 1st day of the month until the account is paid to current. Please remember this when collecting a balance due at closing.

CREDIT ON ACCOUNT: Please complete the Credit Disclosure Form included with the HOA closing documents ordered so the credit can be processed correctly.

DOUBLE DEEDS (Relocation companies): Transfer Fees and Capital Fees should be collected Per Lot/Property Address and Per Transaction. Failure to provide payment will result in the accounts being charged.

DEACTIVATION: If Access devices such as Gate Remotes or Pool cards have been left from the previous homeowner, they will be deactivated once the ownership change has been completed. Please allow 30 days for the ownership change. Once the ownership change has been completed, please go to https://spectrumam.com/ then go to the Homeowners tab to create an account for your property, select the Amenities tab, and select sign waiver.

Prorate assessment between buyer/seller at date of sale.

Statement of Account

The Park at Vista Del Norte Homeowners Association, Inc.

Spectrum Association Management

Property Information:
714 Sycamore Moon
San Antonio, TX 78216-8031
Seller: M. Colleen Fitzgerald
Buyer: Laura Brent

Requestor:
Independence Title Company
Autumn Cooke
210-237-4640
Estimated Closing Date: 08-05-2026

Fee Summary

Amounts Prepaid

Rush Fee	$95.00
Premier Resale Package (TREC Form, Statement of Account, and Association Documents)	$375.00
Total	**$470.00**

Fees Due to Spectrum Association Management

Transfer Fee	$200.00
Total	**$200.00**

Fees Due to The Park at Vista Del Norte Homeowners Association, Inc.

Owner Current Balance	$21.31
Total	**$21.31**

Please return check with barcode for faster processing

Statement of Account

The Park at Vista Del Norte Homeowners Association, Inc.

Spectrum Association Management

Property Information:
714 Sycamore Moon
San Antonio, TX 78216-8031
Seller: M. Colleen Fitzgerald
Buyer: Laura Brent

Requestor:
Independence Title Company
Autumn Cooke
210-237-4640
Estimated Closing Date: 08-05-2026

PLEASE RETURN THIS FORM WITH YOUR CHECK AND CERTIFIED COPIES OF THE CLOSING DISCLOSURE FORM (FORMERLY THE HUD-1 FORM) AND THE GRANT OR WARRANTY DEED. PLEASE INDICATE CONFIRMATION NUMBER H3797XL5G ON THE CHECK TO ENSURE PAYMENT IS CREDITED PROPERLY.

Fees Due to Spectrum Association Management

Transfer Fee	$200.00
Total	**$200.00**

Fees Due to The Park at Vista Del Norte Homeowners Association, Inc.

Owner Current Balance	$21.31
Total	**$21.31**

Include this confirmation number H3797XL5G on the check for $200.00 payable to and send to the address below.

Spectrum Association Management

17319 San Pedro Suite 318

San Antonio, TX 78232

Include this confirmation number H3797XL5G on the check for $21.31 payable to and send to the address below.

The Park at Vista Del Norte Homeowners Association, Inc.

17319 San Pedro Suite 318

San Antonio, TX 78232

Please return check with barcode for faster processing

Statement of Account

The Park at Vista Del Norte Homeowners Association, Inc.

Spectrum Association Management

Property Information:
714 Sycamore Moon
San Antonio, TX 78216-8031
Seller: M. Colleen Fitzgerald
Buyer: Laura Brent

Requestor:
Independence Title Company
Autumn Cooke
18615 Tuscany Stone #150
San Antonio, TX 78258
210-237-4640
acteam@independencetitle.com

Closing Information

File/Escrow Number:
Estimated Close Date: 08-05-2026
HomeWiseDocs Confirmation #: H3797XL5G

Sales Price: 300900
Closing Date:
Is buyer occupant? Yes

Status Information

Date of Order: 07-10-2026
Board Approval Date:
Order Completion Date: 07-15-2026
Date Paid: 07-10-2026

Order Retrieved Date:
Inspection Date:

Community Manager Information

Company: Spectrum Association Management
Completed By: Thomas Gallo
Primary Contact: Spectrum Association
Address:
17319 San Pedro Suite 318
San Antonio, TX 78232
Phone: 210-494-0659
Fax:
Email: closing@spectrumam.com

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

2-10-2014

SUBDIVISION INFORMATION, INCLUDING RESALE CERTIFICATE FOR PROPERTY SUBJECT TO MANDATORY MEMBERSHIP IN A PROPERTY OWNERS' ASSOCIATION

(Chapter 207, Texas Property Code)

Resale Certificate concerning the Property (including any common areas assigned to the Property) located at 714 Sycamore Moon (Street Address), City of San Antonio, County of Bexar, Texas, prepared by the property owners' association (Association).

A. The Property ☐is ☑is not subject to a right of first refusal (other than a right of first refusal prohibited by statute) or other restraint contained in the restrictions or restrictive covenants that restricts the owner's right to transfer the owner's property.

B. The current regular assessment for the Property is $ 157.50 per Quarterly.

C. A special assessment for the Property due after this resale certificate is delivered is $ N/A payable as follows N/A for the following purpose: N/A.

D. The total of all amounts due and unpaid to the Association that are attributable to the Property is $ 21.31.

E. The capital expenditures approved by the Association for its current fiscal year are $ See Budget Summary.

F. The amount of reserves for capital expenditures is $ See Financial Document.

G. Unsatisfied judgments against the Association total $ 0.00.

H. Other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association, there ☐are ☑are not any suits pending in which the Association is a party. The style and cause number of each pending suit is: N/A.

I. The Association's board ☐has actual knowledge ☑has no actual knowledge of conditions on the Property in violation of the restrictions applying to the subdivision or the bylaws or rules of the Association. Known violations are: N/A.

J. The Association ☐has ☑has not received notice from any governmental authority regarding health or building code violations with respect to the Property or any common areas or common facilities owned or leased by the Association. A summary or copy of each notice is attached.

K. The amount of any administrative transfer fee charged by the Association for a change of ownership of property in the subdivision is $ 200.00. Describe all fees associated with the transfer of ownership (include a description of each fee, to whom each fee is payable and the amount of each fee).

Transfer Fee - $200.00 made payable to: Spectrum Association Management.

L. The Association's managing agent is Spectrum Association Management
(Name of Agent)

17319 San Pedro Suite 318, San Antonio, TX 78232
(Mailing Address)

210-494-0659
(Telephone Number)

(Fax Number)

closing@spectrumam.com
(E-mail Address)

M. The restrictions ☑ do ☐ do not allow foreclosure of the Association's lien on the Property for failure to pay assessments.
REQUIRED ATTACHMENTS:

1. Restrictions
2. Rules
3. Bylaws
4. Current Balance Sheet
5. Current Operating Budget
6. Certificate of Insurance concerning Property and Liability Insurance for Common Areas and Facilities
7. Any Governmental Notices of Health or Housing Code Violations

NOTICE: This Subdivision Information may change at any time.

The Park at Vista Del Norte Homeowners Association, Inc.
Name of Association

By: Spectrum Association Management

Print Name: Spectrum Association Management

Title: Managing Agent

Date: 07-15-2026

Mailing Address: 17319 San Pedro Suite 318, San Antonio, TX 78232

E-mail: closing@spectrumam.com

TREC TEXAS REAL ESTATE COMMISSION

This form has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated contract forms. No representation is made as to the legal validity or adequacy of any provision in any specific transaction. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov) TREC No. 37-5. This form replaces TREC No. 37-4.

COMMENTS ADDENDUM

Please review the disclosures below with sellers and buyers.

AUTOMATIC PAYMENTS: Please instruct homeowners to cancel any automatic payments associated with their online account so they do not get charged for the next assessment.

MAILING ADDRESS- After purchasing, it is the responsibility of the Buyer to notify the Association of Buyer's name(s) and correct mailing address. The warranty deed serves as the evidence of purchase but does not serve as notification of the Buyer's mailing address. The Association will use the property's physical address for all correspondence to the Buyer until notified in writing by the Buyer of an alternate address. Failure to receive an invoice does not waive the obligation to remit payment on time.

DELINQUENT ACCOUNTS: If the property owner's account is delinquent in the Statement of Account and/or Resale Certificate the balance due is only good for 14 days. If the property owner's account is delinquent new delinquency fees are added to the account every 1st day of the month until the account is paid to current. Please remember this when collecting a balance due at closing.

Credit on Account: Please complete the Credit Disclosure Form included with the HOA closing documents ordered so the credit can be processed correctly.

DOUBLE DEEDS (Relocation companies): Transfer Fees and Capital Fees should be collected Per Lot/Property Address and Per Transaction. Failure to provide payment will result in the accounts being charged.

DEACTIVATION: If Access devices such as Gate Remotes or Pool cards have been left from the previous homeowner, they will be deactivated once the ownership change has been completed. Please allow 30 days for the ownership change. Once the ownership change has been completed, please go to https://spectrumam.com/ then go to the Homeowners tab to create an account for your property, select the Amenities tab, and select sign waiver.

Prorate assessment between buyer/seller at date of sale.