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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VINTAGE OAKS AT THE VINEYARD

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Subject Matter	Exhibit
Land Initially Submitted to this Declaration	"A"
Land Subject to Annexation	"B"
By-Laws of Property Owners Association of Vintage Oaks, Inc.	"C"

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VINTAGE OAKS AT THE VINEYARD

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the date on the signature page hereof by Bluegreen Southwest One, L.P., a Delaware limited partnership, duly authorized to do business in the State of Texas, acting through its general partner, Bluegreen Southwest Land, Inc., a Delaware corporation, authorized to do business in the State of Texas (the "Declarant").

Declarant is the owner of the real property described in **Exhibit "A"**, attached and incorporated by reference, or, if Declarant is not the owner, such owner has consented to this Declaration. This Declaration imposes upon the Properties mutually beneficial restrictions under a general plan of improvement for the benefit of the Owners of each portion of the Properties and establishes a flexible and reasonable procedure for the overall development, administration, maintenance and preservation of the Properties. In furtherance of such plan, this Declaration provides for the Property Owners Association of Vintage Oaks, Inc. to own, operate and maintain Common Areas and to administer and enforce the provisions of this Declaration, the By-Laws, and the Design Guidelines. (Capitalized terms are defined in Article 1 below.)

Declarant hereby declares that all of the property described in Exhibit "A" and any Additional Property subjected to this Declaration by Supplemental Declaration (as defined in Article 1 below) shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title or interest in any portion of the Properties, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner of any portion of the Properties.

Article 1.
DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "ARB": The Architectural Review Board, as described in Section 9.2.

1.2 "Act": The Texas Residential Property Owners Protection Act, Title 11, Chapter 209 of the Texas Property Code, as such act may be amended.

1.3 "Additional Property": All of that certain real property which is more particularly described on **Exhibit "B"**, attached and incorporated herein by this reference, and which real property is subject to annexation to the terms of this Declaration in accordance with Article 7.

1.4 "Adjacent Properties": Any residential, nonresidential, or recreational areas, including, without limitation, single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas and Private Amenities, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the

Association; which are not subject to this Declaration; and which are neither Lots nor Common Area as defined in this Declaration.

1.5 "Area of Common Responsibility": The Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenant, contract, or agreement. The Area of Common Responsibility shall include any real property and improvements which are designated as areas to be maintained by the Association on a recorded subdivision plat for any portion of the Properties.

1.6 "Certificate of Formation": The Certificate of Formation of Property Owners Association of Vintage Oaks, Inc., as filed with the Secretary of State of the State of Texas.

1.7 "Association": Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation, its successors or assigns.

1.8 "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.

1.9 "Builder": Any Person who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one (1) or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

1.10 "By-Laws": The By-Laws of Property Owners Association of Vintage Oaks, Inc.

1.11 "Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a Majority of the Members of the Board of Directors as provided in the By-Laws.

1.12 "Common Area": All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.

1.13 "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.14 "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB.

1.15 "Cost Sharing Agreement": Any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within the Properties, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner or operator of such property.

1.16 "Days": Calendar days; provided, however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

1.17 "Declarant": Bluegreen Southwest One, L.P., a Delaware limited partnership, or any successor, successor-in-title, or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, there shall be only one Person entitled to exercise the rights and powers of the "Declarant" hereunder at any one time.

1.18 "Design Guidelines": The design and construction guidelines and application and review procedures applicable to the Properties promulgated and administered pursuant to Article 9.

1.19 "Development Period": The period of time during which the Declarant owns any property which is subject to this Declaration, or any Private Amenity, or has the unilateral right to subject Additional Property to this Declaration pursuant to Section 7.1.

The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the Public records.

1.20 "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Neighborhoods or Lots, as more particularly described in Article 2.

1.21 "General Assessment": The Assessment levied on all Lots subject to assessment under Article 8 to fund Common Expenses for the general benefit of all Lots, as more particularly described in Section 8.1 and the By-Laws.

1.22 "Governing Documents": The Declaration, By-Laws, Certificate of Formation, all Supplemental Declarations, the Design Guidelines and rules of the Association, all Cost Sharing Agreements and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time.

1.23 "Lot": A portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Area, common property owned by any Neighborhood Association, or property dedicated to the public. In the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Lot.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Lot until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

1.24 "Majority": Those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.25 "Master Plan": The land use plan or development plan for Vintage Oaks at The Vineyard prepared by M & S Engineering, PO Box 970, Spring Branch TX 78070, as such plan may be amended from time to time, which includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B" that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance with Article 7.

1.26 "Member": A Person entitled and subject to membership in the Association pursuant to Section 3.1 and the By-Laws.

1.27 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.28 "Mortgagee": A beneficiary or holder of a Mortgage.

1.29 "Vintage Oaks at The Vineyard": That certain planned community located in Comal County, Texas which is commonly known and referred to as Vintage Oaks at The Vineyard.

1.30 "Neighborhood": A separately developed area within the Properties, whether or not governed by a Neighborhood Association (as defined below), in which the Owners of Lots may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each single-family attached or detached housing development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws), if any, or Neighborhood Association (as defined below), if any, having concurrent jurisdiction over the property within the Neighborhood. Neighborhood boundaries may be established and modified as provided in the By-Laws.

1.31 "Neighborhood Assessments": Assessments levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 8.1 and the By-Laws.

1.32 "Neighborhood Association": Any owners association having concurrent jurisdiction with the Association over any Neighborhood.

1.33 "Neighborhood Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood(s).

1.34 "Owner": One (1) or more Persons who hold the record title to any Lot, including the Declarant and any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot

is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.35 "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.36 "Private Amenity": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within the Properties, designated by the Declarant and which are owned and operated, in whole or in part, by Persons other than the Association for recreational or other purpose. The use of the term "Private Amenity" shall not be construed to imply or require a private club. Private Amenities may be operated on a daily fee, use fee, public, or private basis or otherwise, and may include, any recreational amenities so located and all related and supporting facilities and improvements. Declarant reserves the right to designate additional Private Amenities in its sole discretion.

1.37 "Properties": The real property described on Exhibit "A", as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with Article 7.

1.38 "Public Records": The Official Public Records of Comal County, Texas.

1.39 "Special Assessment": Assessments levied in accordance with Section 8.2.

1.40 "Specific Assessment": Assessments levied in accordance with Section 8.3.

1.41 "Supplemental Declaration": An instrument filed in the Public Records which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The term shall also refer to a recorded instrument which designates Voting Groups, any declaration of covenants, conditions and restrictions, and any declaration of condominium.

1.42 "Voting Delegate": Any representative selected by the Class "A" Members within each Neighborhood to be responsible for casting all Class "A" votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). The term "Voting Delegate" shall also refer to any alternate Voting Delegate acting in the absence of a Voting Delegate and any Owner personally casting the vote for his or her Lot pursuant to the By-Laws.

1.43 "Voting Group": One (1) or more Voting Delegates who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in the By-Laws or, if the context so indicates, the group of Class "A" Members whose Lots are represented thereby.

Article 2.
PROPERTY RIGHTS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Lot, subject to:

(a) This Declaration and all Governing Documents;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to Section 4.3;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(f) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area;

(g) The right of the Board and the Declarant to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any, established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.3;

(j) The right of the Declarant to conduct activities within the Common Area, such as tournaments, charitable events, and promotional events and to restrict Owners from using the Common Area during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Owners' use and enjoyment of the Common Area and shall not exceed seven (7) consecutive Days; and

(k) The right of the Association to rent, lease or reserve any portion of the Common Area to any Owner for the exclusive use of such Owner or Owner's respective lessees, invitees, and guests upon such conditions as may be established by the Board.

Any Owner may extend his or her right of use and enjoyment to the Members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases his or her Lot shall be deemed to have assigned all such rights appurtenant to the leased Lot to the lessee of such Lot; provided, however, the Owner shall remain responsible for payment of all assessments and other charges.

2.2 Private Streets. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to, over and across any private streets and roads within the Properties ("Private Streets"), whether or not such Private Streets are Common Area, for the purpose of ingress and egress to public rights-of-way. The rights and nonexclusive easements granted herein are appurtenant to the title to each Lot, subject to:

(a) This Declaration and all other Governing Documents;

(b) The right of the Declarant, so long as the Declarant owns the Private Streets, to adopt, amend and repeal rules regulating the use and enjoyment of the Private Streets, provided that the

Declarant shall not by the adoption of any rule or regulation bar access of the Owners across the Private Streets;

(c) The right of the Declarant to dedicate all or any part of Private Streets;

(d) The right of the Declarant to mortgage, pledge, or hypothecate any or all of the Private Streets as security for money borrowed or debts incurred, provided that the Declarant shall not subject the Private Streets to any security instrument without obtaining the agreement of the lender to subordinate its interest in the Private Streets to the easements for the Owners contained in this Section; and

(e) The rights of the Declarant to maintain the Private Streets.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable.

2.3 Exclusive Common Area. Subject to any restrictions or limitations in the deed conveying property to the Association, certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, roads, landscaped medians and cul-de-sacs, ponds, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Specific Assessment, as applicable.

Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Common Area is conveyed to the Association or in this Declaration or any Supplemental Declaration and/or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots and/or Neighborhoods during the Development Period. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of particular Lots or a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon approval of the Board and the vote of Voting Delegates representing a Majority of the total Class "A" votes in the Association, including, if applicable, a Majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Area is assigned, if previously assigned, and within the Neighborhood(s) to which the Exclusive Common Area is to be assigned or reassigned.

The Association may, upon approval of a Majority of the Class "A" votes within the Neighborhood(s) to which any Exclusive Common Area is assigned, permit Owners of Lots in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses or Specific Assessments attributable to such Exclusive Common Area.

2.4 No Partition. Except as permitted in this Declaration, there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property which may or may not be subject to this Declaration.

2.5 Condemnation. The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney in fact for all Owners in

such matters. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking the Declarant, during the Development Period, and at least sixty-seven percent (67%) of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Article 3.
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a Member of the Association. There shall be only one (1) membership per Lot. If a Lot is owned by more than one (1) Person, all Persons shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the By-Laws. The membership rights of any Member which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee, or by any individual designated from time to time by the Owner in a written instrument delivered to the secretary of the Association. The Association shall have Class "A" and Class "B" Memberships, and any such other classes of membership as further set forth in the By-Laws.

3.2 Voting. Members shall be entitled to vote in accordance with the procedures set forth in the By-Laws.

Article 4.
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to Article 10. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Texas.

4.2 Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibits "A" or "B", personal property and leasehold and other property interests. Such

property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake, pond or other body of water that may be conveyed. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

4.3 Enforcement. The Board, or any committee established by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in Section 3.24 of the By-Laws. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Lot of the violator. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.);

(b) filing liens in the Public Records for nonpayment of any assessments or fees;

(c) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(d) suspending an Owner's right to vote;

(e) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(f) levying Specific Assessments to cover costs incurred in bringing a Lot into compliance in accordance with Section 8.3(b);

(g) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association; and

(h) filing suit to enforce any of the above sanctions; provided, however, compliance with the notice and hearing procedures set forth in Section 3.24 of the By-Laws is not required prior to filing suit (i) to collect a General, Neighborhood or Special Assessment, (ii) to foreclose the Association's lien for assessments set forth in Article 8 of this Declaration, (iii) to obtain a temporary restraining order or temporary injunctive relief, or (iv) that includes foreclosure as a cause of action.

In the event that any occupant, guest or invitee of a Lot violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such occupant, guest or invitee and/or the Owner of the Lot that the violator is occupying or visiting.

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by entering the Lot and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation

of the Governing Documents) or by suit at law or in equity to enjoin any violation or to foreclose a lien or both without the necessity of compliance with the procedures set forth in the By-Laws.

All remedies set forth in this Declaration and the By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the By-Laws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the By-Laws, the Certificate of Formation or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental Interests. During the Development Period, the Declarant may designate sites within the Properties for public or quasi-public facilities. No membership approval shall be required for such designation. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner of such property consents.

4.6 Indemnification. The Association shall indemnify every officer, director, ARB member and committee member against all damages, liability, and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Certificate of Formation and Texas law.

The officers, directors, and ARB and other committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and ARB and other committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors or ARB or other committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and ARB and other committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or ARB or other committee member may be entitled. The Association shall, as a Common Expense, maintain adequate

general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.7 Dedication of or Grant of Easement on Common Area. The Association may dedicate portions of the Common Area to Comal County, Texas, or to any other local, state, or federal governmental or quasi-governmental entity or private utility provider.

4.8 Security. Each Owner and occupant of a Lot and their respective lessees, invitees, licensees, and guests shall be responsible for their own personal safety and security on their Lot and on the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers or guarantors of security within the Properties, and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

4.9 Street Lighting Agreement. Declarant reserves the right to subject the Properties to a contract with an electric utility company for the installation of underground electric cables and/or the installation of street lighting, either or both which may require an initial payment and/or a continuing monthly payment to an electric utility company by each Owner or the Association. All street lights shall be installed or aimed so as to minimize a disabling glare to drivers or pedestrians or a nuisance glare to neighboring properties.

4.10 Relationship with Tax-Exempt Organizations. The Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to non-profit, tax-exempt organizations for the benefit of the Properties. The Association may contribute money, real or personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including but not limited to, Sections 501(c)(3) or 501(c)(4) thereof.

4.11 Powers of the Association Relating to Neighborhood Associations. The Association may veto any action taken or authorized by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also may require specific action to be taken by any Neighborhood Association to fulfill its obligations and responsibilities under any Governing Document. For example, the Association may require that specific maintenance or repairs or aesthetic changes be performed by the Neighborhood Association. If the Neighborhood Association fails to comply with such requirements within a reasonable time as specified in writing by the Association, the Association may effect such action on behalf of the Neighborhood Association and assess the Lots within such Neighborhood for any expenses incurred by the Association in taking such action. Such assessments may also be collected as a Specific Assessment.

4.12 Presence and Management of Wildlife. Each Owner and occupant, and each tenant, guest and invitee of any Owner or occupant acknowledges that the Properties include and/or are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas. Such areas may contain wildlife. Neither the Association, the Board, the original Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, the original Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied, relative to the presence of such wildlife.

The Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, and notwithstanding the general prohibition against the use of firearms in Section 10.14, this includes the right to manage and control any populations of wildlife through a variety of techniques, including organized hunting, shooting and trapping. The Declarant hereby reserves the right to assign these management rights to the Association.

4.13 Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including Declarant, to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association as a Common Expense or a Neighborhood Expense, depending on whether the service or facility is provided to all Lots or only the Lots within a specified Neighborhood. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example, some services and facilities which may be provided include garbage collection, cable, digital, satellite or similar television service, internet, intranet, and other computer related services, security and similar services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

Article 5.
MAINTENANCE

5.1 Association's Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

(i) Common Area;

(ii) all landscaping and other flora, parks, lakes, ponds, structures, and improvements, including any entry features, private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(iii) all furnishings, equipment and other personal property of the Association;

(iv) any street trees, landscaping and other flora, buffers (unless such areas are maintained by the owner of a Private Amenity), parks, bike and pedestrian pathways/trails, structures and improvements within public rights-of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;

(v) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or any contract or agreement for maintenance thereof entered into by the Association;

(vi) all streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith unless such facilities are located within a Private Amenity and are maintained by the owner of the Private Amenity; and

(vii) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. For example, the Association may maintain any fence, wall, entry feature or sign serving to enhance or designate the entry to Vintage Oaks at The Vineyard regardless that such improvements are not located within the Common Area or the Properties.

(b) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (a) such maintenance responsibility is otherwise assumed by or assigned to an Owner, a Neighborhood Association or the owner of a Private Amenity or (b) such property is dedicated to any other local, state or federal governmental or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(c) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members holding sixty-seven percent (67%) of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation. Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means during the Development Period except with the written consent of the Declarant.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the

Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any Cost Sharing Agreements, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Lots to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(e) The Association shall have the right, but not the obligation, to maintain the grass and other landscaping on each unimproved Lot. For purposes of this Section, unimproved Lot shall mean a Lot without a dwelling.

(f) In the event that the Association fails to properly perform its maintenance responsibilities hereunder and to comply with the Community-Wide Standard, the Declarant may, upon not less than ten (10) Days' notice and opportunity to cure such failure, cause such maintenance to be performed and, in such event, shall be entitled to reimbursement from the Association for all costs incurred.

5.2 Owner's Responsibility. Each Owner shall maintain his or her Lot, and all structures, parking areas, landscaping and other flora and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood Association. With respect to any Lot upon which a dwelling has not yet been constructed, such maintenance responsibility shall include, but is not limited to, the removal of all litter and trash on a regular basis. In addition to any other enforcement rights, if an Owner fails to perform properly his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 8.3. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation. Entry by the Association or its designee under this Section shall not constitute a trespass.

5.3 Neighborhood's Responsibility. Upon resolution of the Board of Directors, the Owners of Lots within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of Ownership or the Person performing the maintenance; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

Any Neighborhood Association having responsibility for maintenance within a particular Neighborhood pursuant to additional covenants applicable to such Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If it fails to do so, the Association may perform such responsibilities and assess the costs as a Specific Assessment against all Lots within such Neighborhood as provided in Section 8.3.

5.4 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all Governing Documents. Neither the Association, any Owner, nor any Neighborhood Association shall be liable for any damage or injury

occurring on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.6 Cost Sharing Agreements. The Association may enter into Cost Sharing Agreements with the owners or operators of portions of the Adjacent Properties or Private Amenities:

(a) to obligate the owners or operators of such Adjacent Properties or Private Amenities to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such Adjacent Properties or Private Amenities and the Owners within the Properties;

(b) to permit the use of any recreational and other facilities located on such Adjacent Properties or Private Amenities by the Owners of all Lots or by the Owners of Lots within specified Neighborhoods; and/or

(c) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such Adjacent Properties or Private Amenities, if any, which are used by or benefit jointly the owners of such Adjacent Properties or Private Amenities and the Owners within the Properties.

The owners of such Adjacent Properties shall not be Members of the Association and shall not be entitled to vote on any Association matter.

The owners of such Adjacent Properties or Private Amenities shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such Adjacent Properties or Private Amenities, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expenses or Neighborhood Expenses of the Association. The owners of the Adjacent

Properties or Private Amenities shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

Article 6.
INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect such types of insurance as required by Texas law, including the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6th) of the annual General Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance.

In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency ("FEMA") as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one

hundred percent (100%) of current "replacement cost" of all affected improvements and other insured property or the maximum limit of coverage available, whichever is less.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Neighborhood in such amounts and with such coverages as the Owners in such Neighborhood may agree upon pursuant to Section 2.3 of the By-Laws. Any such policies shall provide for a certificate of insurance to be furnished to the Neighborhood Association and to the Owner of each Lot insured upon request.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Lots within the benefitted Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 8.3.

The Association shall have no insurance responsibility for any portion of the Private Amenities.

(b) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Comal County and/or San Antonio, Texas metropolitan area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association, and to each Member upon request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a).

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Texas which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Lots within the Neighborhood and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause; and

(vi) include an endorsement requiring at least thirty (30) Days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one (1) or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(iv) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(v) a cross liability provision; and

(vi) a provision vesting the Board with the exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. In the event of any insured loss, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the Declarant, decide within sixty (60) Days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) Day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Voting Delegates, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2 Owners' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Lot is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof pursuant to Section 8.3.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 9. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

The requirements of this Section shall also apply to any Neighborhood Association that owns common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property were a Lot. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Lots within such Neighborhood and for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

6.3 Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, nor any respective officer, director, committee member, employee, agent, contractor (including the management company, if any) of any of the same shall be liable to any Member or the Member's immediate household for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Lots.

Each Owner, by virtue of the acceptance of title to his or her Lot, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

Article 7.
ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation by Declarant. Until twenty (20) years after the recording of this Declaration in the Public Records, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever.

7.2 Annexation by Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Voting Delegates representing a Majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the written consent of the Declarant during the Development Period.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period, for the purpose of removing any portion of the Properties from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

7.4 Additional Covenants and Easements. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

7.5 Amendment. This Article shall not be amended during the Development Period without the prior written consent of Declarant.

Article 8.
ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments: (a) General Assessments to fund Common Expenses for the general benefit of all Lots; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 8.2; and (d) Specific Assessments as described in Section 8.3. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and fees, together with interest, late charges, costs of collection, and reasonable attorneys' fees as allowed by the Act, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in this Section below and in Section 8.4. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees as allowed by the Act, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage or through a deed in lieu of foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon written request, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer setting forth whether such assessment has been paid. Such statement shall be furnished within ten (10) business Days after receipt of the request and shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first (1st) day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his or her Lot, or any other means. Notwithstanding the above or anything herein to the contrary, however, (a) the obligation to pay assessments shall not commence until the Lot is conveyed to a Person other than the Declarant, as set forth in Section 8.5; (b) no Owner shall be obligated to pay more General, Neighborhood, or Special Assessments in any one fiscal year than the amount allocated to two (2) Lots, irrespective of the number of Lots owned by such Owner in Vintage Oaks at The Vineyard; and (c) if an Owner owns more than two (2) Lots in Vintage Oaks at The Vineyard, the lien rights set forth herein shall attach to each and every Lot owned by said Owner in Vintage Oaks at The Vineyard for the full amount of all assessments and charges due and owing. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

8.2 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Lots subject to such

Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting of Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes allocated to Lots which will be subject to such Special Assessment and by the Declarant during the Development Period. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Voting Delegates as provided for special meetings in Section 2.9 of the By-Laws, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.3 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one (1) or more Lots; and

(c) to cover costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, however, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (c).

The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Certificate of Formation, the By-Laws, and rules; provided, however, the Board shall give prior written notice to the Owners of Lots in, or the Voting Delegate representing, the Neighborhood and an opportunity for such Owners or Voting Delegate to be heard before levying any such assessment.

8.4 Remedies for Non-Payment of Assessments. Any assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or, if not set by the Board, at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) Days or longer. Said lien shall be filed in the Public Records in a manner provided therefore by Title 5, Chapter 12 of the Texas Property Code. Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may bring an action at law against any Owner personally obligated to pay any assessments, charges, interest or other costs. Costs and reasonable attorneys' fees for the prosecution of any such action, as allowed by the Act, shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event, the Association

shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of Texas.

The Association's lien may be foreclosed by judicial or nonjudicial foreclosure in like manner as a Mortgage on real estate under power of sale under Title 5, Chapter 51 of the Texas Property Code. All fees, charges, late charges, fines, and interest are enforceable as assessments.

In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and owner of the obligation secured by this Declaration. The registered agent of the Association shall be the trustee for all purposes of the foreclosure proceeding, and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the Lot subject to the lien at public action for cash, after having first given such notice and advertising the time and place of such sale in such manner as may then be provided by law for Mortgages, and upon such sale and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by Title 5, Chapter 51 of the Texas Property Code. The trustee shall be authorized to retain an attorney to represent such trustee in such proceedings. The proceeds of the sale shall, after the trustee retains its commission, together with any additional attorneys' fees incurred by the trustee, be applied to the costs of the sale, including but not limited to costs of collection, taxes, assessments, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the Lot, and any advancements made by the Association in the protection of the security.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.5, including such acquirer, its successors and assigns.

8.5 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date that such Lot is conveyed to a Person other than Declarant. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of Days remaining in the fiscal year at the time of assessments commence on the Lot.

8.6 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.7 Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1;

(b) Any property dedicated to and accepted by any governmental authority or public utility;

(c) Property owned by any Neighborhood Association for the common use and enjoyment of its members, or owned by the members of a Neighborhood Association as tenants-in-common; and

(d) Any property that is owned by a charitable organization or nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of open spaces for public benefit, and which is held by such agency or organization for such recreational or open space purposes.

8.8 Default Interest Rate; NSF Checks; Late Fees. Except as otherwise provided in the Governing Documents, any assessment levied upon an Owner which is not paid within fifteen (15) Days after the date upon which it is due shall bear interest at the lesser of (a) the rate of eighteen percent (18%) per annum; or (b) the maximum rate of interest permissible under the laws of the State of Texas. In addition, if any Owner pays any assessment (General, Neighborhood, Special or Specific) with a check on an account that has insufficient funds ("NSF"), the Board may, in its sole discretion, demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge. Finally, the Association may charge a delinquent Owner an administrative/late fee in an amount determined by the Board of Directors for each installment due to the Association which is delinquent. Any payment received by the Association shall be applied first to any attorneys' fees and other costs of collection, then to any interest accrued on the late installment, then to any administrative late fee, and then to the delinquent assessment.

Article 9.
ARCHITECTURAL STANDARDS

9.1 General. No exterior structure or improvement, as described in Section 9.4, shall be placed, erected, installed or made (a) upon any Lot, or (b) adjacent to any Lot where the purpose of the structure is to service such Lot, and no improvements shall be permitted except in compliance with this Article, and with the prior written approval of the appropriate reviewing body under this Article, unless exempted from the application and approval requirements pursuant to Section 9.3.

Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval. However, modifications to the interior of porches, screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect unless Declarant or its designee otherwise approves in its sole discretion.

This Article shall not apply to the activities of the Declarant, or to improvements to the Common Area by or on behalf of the Association, or to improvements to any Private Amenity.

This Article may not be amended without the Declarant's written consent during the Development Period.

9.2 Architectural Review. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties acknowledges that, as the developer of the Properties, Declarant has a substantial interest in ensuring that all structures and improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease any portion of the Properties or the Additional Property. Therefore, the Declarant may, on its behalf, establish an Architectural Review Board to be responsible for administration of the Design Guidelines and review of all applications for construction and modifications under this Article. During the Class "B" Control Period, the members of the ARB need not be Members of the Association or representatives of Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the ARB. The ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ARB in having any application reviewed by architects, engineers or other professionals.

The ARB shall have, during the Class "B" Control Period, exclusive jurisdiction over all construction on any portion of the Properties. During the Class "B" Control Period, the Declarant retains the right to appoint all members of the ARB which may consist of one (1) or more Persons, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to expiration of the Class "B" Control Period except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the elected Board shall constitute and be the members of the ARB (and shall, further, have authority to delegate the responsibilities of the ARB to a committee of Members subject to appointment and removal by the Board). The ARB shall thereafter have jurisdiction only over modifications, additions or alterations of Lots, including existing structures and landscaping, made after completion of initial construction on the Lot. The ARB may delegate its authority as to a particular Neighborhood to the relevant Neighborhood Association, if any, so long as the ARB has determined that such Neighborhood Association has in force such review and enforcement practices, procedures and appropriate standards at least equal to those of the ARB. Such delegation may be revoked and jurisdiction reassumed by the ARB at any time by written notice. The ARB shall have the right to veto any action taken by the Neighborhood Association which the ARB determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the ARB.

Upon expiration of the Declarant's right to appoint the members of the ARB, the Declarant, or a committee of persons appointed by the Declarant which may consist of the same persons who previously constituted the ARB and who need not be Members of the Association, shall retain all architectural control authority set forth in this Article pertaining to the initial construction on each Lot until one hundred percent (100%) of the Lots have been developed and conveyed to Owners other than Builders, and initial construction on each Lot has been completed in accordance with the Design Guidelines, unless such right is earlier surrendered in a written instrument in recordable form executed by Declarant.

9.3 Guidelines and Procedures.

(a) Design Guidelines. The Declarant may prepare and adopt the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. For example, by way of illustration but not limitation, the Design Guidelines may impose stricter requirements on those portions of the Properties adjacent to or visible from any Private Amenity or any lake, pond, river, stream or other body of water. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the committees and compliance with the Design Guidelines does not guarantee approval of any application.

During the Development Period, the Declarant shall have sole authority to adopt and amend the Design Guidelines. Thereafter, or at such earlier time as the Declarant may surrender such right in a written instrument in recordable form, the ARB shall have authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Declarant or ARB, as appropriate, is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the Declarant or ARB, as appropriate, for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the Declarant or ARB may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. In reviewing and acting upon any request for approval during the Class "B" Control Period, the ARB shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Decisions of the Declarant or ARB may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

In the event that the appropriate reviewing body fails to approve or to disapprove any application within thirty (30) Days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the appropriate reviewing body pursuant to Section 9.7.

Notwithstanding the above, the appropriate reviewing body by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Approval by the Declarant or ARB, as appropriate, shall be effective for a period of one (1) year from the date the approval is given. If work has not commenced within the one (1) year period, the approval shall expire, and no work shall thereafter commence without resubmitting plans to the appropriate reviewing body.

9.4 Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements. Exterior structures and improvements shall include, but shall not be limited to, staking, clearing, excavation, grading and other site work; installation of utility lines or drainage improvements; initial construction of any dwelling or accessory building; exterior alteration of existing improvements; installation or replacement of mailboxes; basketball hoops; swing sets and similar sports and play equipment; clotheslines; garbage cans; wood piles; swimming pools; gazebos or playhouses; window air-conditioning units or fans; hot tubs; solar panels; antennas; satellite dishes or any other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind, including invisible fences; artificial vegetation or sculpture; and planting or removal of landscaping materials. Notwithstanding the foregoing, the Declarant and the Association shall regulate antennas, satellite dishes,

or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations.

(b) In addition to the foregoing activities requiring prior approval, the following items are strictly regulated, and the reviewing body shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the appropriate reviewing body. The ARB may, but is not required to, adopt specific guidelines as part of the Design Guidelines or rules and regulations which address the following items.

(i) Signs. No sign of any kind shall be erected by an Owner or occupant without the prior written consent of the appropriate reviewing body, as applicable, except such signs as may be required by legal proceedings and not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Lot, any structure, or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's sole discretion) or from any Private Amenity.

The Declarant and the ARB reserve the right to prohibit signs and to restrict the size, content, color, lettering, design, and placement of any approved signs. All authorized signs must be professionally prepared. The restrictions set forth in this subsection shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties, including, without limitation, "for sale" signs installed by Declarant and Builder signs installed in accordance with the Design Guidelines.

(ii) Lighting. Exterior lighting visible from a public street shall not be permitted, except for: approved lighting as originally installed on a Lot; approved decorative post lights; pathway lighting; porch lighting; street lights in conformity with an established street lighting program for the Properties; seasonal decorative lights during the usual and common season; or, front house illumination of model homes. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting or reflecting objectionable light onto a neighboring property.

(iii) Temporary or Detached Structures. Except as may be permitted by the appropriate reviewing body, no temporary house, dwelling, garage, barn or our building shall be placed or erected on any Lot.

No mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling. These recreational vehicles shall be subject to the restrictions set forth in Section 10.4 of this Declaration.

In addition, no manufactured home shall be placed, erected, constructed or permitted within the Properties. "Manufactured home" shall include any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home, and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, Vernon's Texas Civil Statutes. The placement of prefabricated and transportable sections onto a permanent foundation and the inspection of the resulting structure by the building inspector of the local governing authority shall not exempt such structure from this prohibition. Prefabricated accessory structures, such as sheds and gazebos, must be reviewed and approved in strict accordance with this Article 9.

(iv) Accessory Structures. With the approval of the appropriate reviewing body, detached accessory structures may be placed on a Lot to be used for a playhouse, tool shed, dog house, garage or other approved use. A garage may also be an attached accessory structure. Such accessory structures shall conform in exterior design and quality to the dwelling on the Lot. With the exception of a garage that is attached to a dwelling and except as may be provided otherwise by the appropriate reviewing body, an accessory structure placed on a Lot shall be located only behind the dwelling as such dwelling fronts on the street abutting such Lot or in a location approved by the appropriate reviewing body. All accessory structures shall be located within side and rear setback lines as may be required by the appropriate reviewing body, or by applicable zoning law. Notwithstanding anything herein to the contrary, the appropriate reviewing body may, in its sole discretion, establish stricter or more restrictive standards than the applicable zoning law.

(v) Utility Lines. Overhead utility lines, including lines for cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of Declarant.

(vi) Minimum Dwelling Size. A minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one Neighborhood to another, or which minimum may vary from one Lot to another, may be established in the Design Guidelines or in a Supplemental Declaration. Upon written request of an Owner, the appropriate reviewing body may waive the minimum square footage requirement if, in the reviewing body's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties.

(vii) Fences and Hedges. All fences and hedges shall be installed in accordance with the Design Guidelines or as may be set forth in a Supplemental Declaration and, unless otherwise approved by the appropriate reviewing body, shall be located on or within the Lot property line.

9.5 Completion of Construction; Occupancy of Unfinished Lots. No dwelling erected upon any Lot shall be occupied in any manner while in the course of construction, or at any time prior to the dwelling being fully completed. After commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. With respect to construction of a residential dwelling, such construction shall be completed within one (1) year from commencement.

For the purposes of this Section, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARB; (ii) a building permit has been issued for the Lot by the appropriate jurisdiction; and (iii) construction of a residential dwelling on the Lot has physically commenced beyond site preparation. Completion of a dwelling shall be deemed to have occurred upon "substantial completion." For the purposes of this Section, substantial completion shall be defined to be the date that the Declarant or ARB, as appropriate, certifies that the improvements are sufficiently complete in accordance with the Governing Documents and any other building specifications of the appropriate reviewing body as such may be established and amended from time to time and, with respect to initial construction, that the Owner may occupy the improvements for use as a single-family residential dwelling.

9.6 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

9.7 Variance. The Declarant or ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations or other reasons require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Declarant or ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

9.8 Limitation of Liability. The criteria and requirements established by the ARB for approval of architects, Builders and contractors are solely for the Declarant's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder or contractor. Owner's selection of an architect, Builder or contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the ARB or the Declarant. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Properties only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the ARB nor Declarant shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, or for ensuring compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property Owners. Neither the Declarant, the Association, the Board, the ARB, nor any committee or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.6.

9.9 Enforcement. The Declarant, any member of the ARB or the Board, or the representatives of each, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or ARB, the Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of Declarant, the ARB or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass. In addition, the Board may enforce the decisions of the Declarant or the ARB by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law and attorneys' fees as allowed by the Act, may be assessed against the benefited Lot and collected as a Specific Assessment.

Unless otherwise specified in writing by the ARB or Declarant all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the By-Laws, to enter upon the Lot and remove or complete

any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

Neither the ARB or any member of the foregoing, nor the Association, the Declarant, or their members, officers or directors, shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded by the Declarant or the ARB from the Properties, subject to the notice and hearing procedures contained in the By-Laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

Article 10.
USE RESTRICTIONS

10.1 General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Builders, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A" or "B", offices for any property manager retained by the Association, business offices for the Declarant or the Association or related parking facilities) consistent with this Declaration and any Supplemental Declaration.

10.2 Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Members, and, during the Development Period, the written consent of the Declarant.

10.3 Residential Use. All Lots may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the activity limits the number of employees on the premises to not more than (2) at any given time; provided, further, that there is reasonable parking to accommodate such employees; (c) the activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

No real estate brokerage firms, real estate sales offices, or any other business directly or indirectly selling and/or managing real property or improvements shall be permitted within the Properties except with the Declarant's prior written approval which may be denied in Declarant's sole discretion. No other trade or business activity shall be conducted upon a Lot without the prior written approval of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than

the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a license is required.

The leasing of a Lot shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

10.4 Vehicles.

(a) Automobiles and non-commercial trucks and vans shall be parked only in the garages or in the driveways, if any, serving the Lots unless otherwise approved by the ARB; provided, however, the Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. No automobile or non-commercial truck or van may be left upon any portion of the Properties, except in a garage, if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Properties. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the Board and vehicles used by the Association or the owner of a Private Amenity in maintenance of all or a portion of the Properties or Private Amenity or, with the prior written approval of the ARB, on other areas that are not visible from the street. The ARB shall also have authority, in its sole discretion, to require screening to reasonably limit the visibility of such recreation vehicles from neighboring Lots. "Visibility" shall be determined by the ARB in its sole discretion.

(b) Recreational vehicles shall be parked or stored only as set forth in the Design Guidelines. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, mobile homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, "all terrain" vehicles, minibikes, scooters, go-carts, golf carts, campers, buses, commercial trucks and commercial vans. Any recreational vehicle parked or stored in violation of this provision shall be considered a nuisance and may be removed from the Properties.

(c) Recreational vehicles may be operated on the streets within the Properties only by a licensed driver in accordance with Texas law.

(d) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt, including, without limitation, the right to limit the number of vehicles permitted on each Lot.

10.5 Leasing. Lots may be leased for residential purposes only. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

10.6 Occupants Bound. All provisions of the Declaration, By-Laws, and of any rules and regulations, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

10.7 Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Lot, with the exception of dogs, cats or other usual and common household pets in reasonable number as determined by the Board, except as otherwise permitted by the Board within certain Neighborhoods or as may be set forth in a Supplemental Declaration pertaining to certain Neighborhoods. Animals and pets are subject to such other rules and regulations as may be established by the Board. The Owners of the pet shall be responsible for all of the pet's actions. Pets shall not be permitted within any Private Amenity except in compliance with conditions established by the owner of such Private Amenity. If, in the sole opinion of the Board, any animal becomes dangerous or an annoyance or nuisance in the Properties or to nearby property or destructive of wildlife, they shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3.

10.8 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property; all of which shall be determined by the Board, in its sole discretion.

Each Owner shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials on the Lot shall be subject to such conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Owner shall keep roadways, easements, swales and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate trash receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. Owners shall remove trash and debris from the Lot upon reasonable notice by Declarant in preparation for special events.

No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes or as approved by the ARB shall be located, installed or maintained upon the exterior of any structure on the Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to be shut off automatically.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

10.9 Streams. No streams which run across any Lot may be dammed, or the water therefrom impounded, diverted or used for any purpose without the prior written consent of the Board, except that the Declarant shall have such rights as provided in Article 11.

10.10 Drainage and Grading. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

No Person shall alter the grading of any Lot without prior approval pursuant to Article 9 of this Declaration. No Person may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing, nor may any Person pipe, fill in or alter any lot line swale used to meet Comal County regulations. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

10.11 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10.12 Storage of Materials, Garbage, Dumping, etc. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash and garbage shall be placed in appropriate containers at a designated location as directed by the Board from time to time and regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Properties, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. No hazardous materials shall be treated, deposited, stored, disposed of, or used in or on any Lot or the improvements thereon. "Hazardous materials" shall be defined as materials, substances, gases, or vapors identified as hazardous, toxic or radioactive by any applicable federal, state or local laws, regulations or ordinances.

No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Lot, except during the initial construction period of the improvements to the Lot. In addition, during construction the building materials on any Lot shall be placed and kept in an orderly fashion. Any Lot on which construction is in progress shall be policed prior to each weekend and during the weekend all materials shall be neatly stacked or placed and any trash or waste materials shall be removed.

10.13 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed after a subdivision plat including such Lot has been approved and filed in the Public Records without the Declarant's written consent. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots which it or any Builder owns, with the written prior consent of the owner of the Lot or Lots affected.

Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations, if any.

10.14 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, and firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration to enforce this restriction, but shall not be obligated to exercise self-help to prevent any such discharge.

10.15 Combustible Liquid. There shall be no storage of gasoline, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment and except as may be approved in writing by the ARB or as provided for in the Design Guidelines. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.16 Incidental Bodies of Water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within or adjacent to the Properties. In addition, the Association shall not be responsible for maintaining, increasing or decreasing the water level within any lake or other water body or removing vegetation from any lake or other water body.

10.17 Irrigation Systems and Wells. Sprinkler or irrigation systems shall be installed only in accordance with the Design Guidelines. Declarant shall have the right to install sprinkler or irrigation systems or nonpotable wells within or abutting the Properties which draw upon ground water within the Properties, and the Declarant and the Association shall have the right to draw water from such source within the Properties.

Article 11.
EASEMENTS

Declarant reserves, creates, establishes, promulgates, and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners, and the owners of any Private Amenities, and their successors-in-title.

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between adjacent Lots, between each Lot and any adjacent Common Area, and between each Lot and any adjacent Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3'), as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2 Easements for Utilities, etc.

(a) There are hereby reserved to the Declarant during the Development Period, the Association, and the designees of each (which may include, without limitation, any governmental or quasi-governmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television

systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including but not limited to, sewer telephone, gas and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Properties, as necessary, to exercise the easements described above.

Declarant specifically grants to the local water supplier, sewer service provider, electric company, telephone company, cable company, and natural gas supplier the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant during the Development Period, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" or "B".

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.3 Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Lot for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;

(b) drainage of natural or man-made water flow and water areas from any portion of the Properties or any Private Amenity;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties or any Private Amenity.

11.4 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the Additional Property, whether or not such property is made subject to this Declaration. This easement

includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads, for the posting of signs and for connecting and installing utilities serving the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Property.

11.5 Easement for Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Lot, for emergency, security, and safety reasons. Such right may be exercised by the authorized agents, employees and managers of the Association, any member of its Board or committees, and its officers, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement includes the right to enter any Lot to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Any entry by the Association or its authorized agents, employees or managers of the Association, any member of its Board or committees, or its officers onto a Lot for the purposes specified herein shall not constitute a trespass.

11.6 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Lot to (a) perform its maintenance responsibilities under Article 5, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass.

The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition which violates the Governing Documents. All costs incurred, including reasonable attorneys' fees as allowed by the Act, may be assessed against the violator as a Specific Assessment.

11.7 Easements for Lake and Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or any Private Amenity; (b) construct, maintain, and repair any bulkhead, wall, dam or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. Declarant and its designees shall have an access easement over and across any of the Properties abutting or containing any portion of any pond, stream or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself and its successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within twenty feet (20') of ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall

use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.8 Lateral Support. Every portion of the Common Area, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Lot shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.9 Easements for Private Amenities.

(a) Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to any Private Amenity, including, but not limited to, the exercise of the easements set forth in this Section: the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); or any officer or director, member, manager or partner of any of the foregoing.

(b) The owner of any Private Amenity within or adjacent to any portion of the Properties, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of its Private Amenity.

(c) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors and designees, a right and nonexclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Private Amenities.

(d) Any portion of the Properties immediately adjacent to the Private Amenities are hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenities for over spray of water from the irrigation system serving the Private Amenities. Under no circumstances shall the Association or the owner(s) of the Private Amenities be held liable for any damage or injury resulting from such over spray or the exercise of this easement.

(e) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities, an easement and all rights to draw water from the lakes and ponds within or adjacent to the Properties for purposes of irrigation of the Private Amenities and for access to and the right to enter upon the lakes and ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems.

(f) Any Private Amenity may include an extensive system of paths for use by pedestrians and maintenance vehicles. To the extent such paths are not located on the Private Amenity, Declarant hereby reserves a nonexclusive easement appurtenant to the Private Amenity on, over, under and across the Properties as reasonably necessary for the installation, maintenance, repair, replacement, reconstruction, use and enjoyment of such paths. The owner(s) of the Private Amenities shall be solely responsible for maintaining such paths at its sole cost and expense, including those portions which are located on a private street, a Lot, or Common Area. The aforesaid easements are reserved for the benefit of the owner(s) of the Private Amenities, and their respective members, guests, invitees, employees, contractors, agents and designees and shall be appurtenant to the Private Amenity.

11.10 Easement for Special Events. Declarant hereby reserves for itself, its successors, assigns and designees a perpetual, non-exclusive easement over the Common Area for the purpose of conducting educational, cultural, entertainment or sporting events, and other activities of general community interest at such locations and times as Declarant, in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.11 Easement for Walking Trail Access. Declarant hereby grants to the Owners a perpetual, non-exclusive easement over and across any areas designated as "walking trails" or "paths" on any recorded subdivision plat of the Properties. Use of such walking trails or paths shall be governed by reasonable rules and regulations promulgated by the Association.

11.12 Rights to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including, but not limited to, the owner of any Private Amenity, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent.

11.13 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, including without limitation the owner(s) of any Private Amenities, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

Article 12.
MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days or any other violation of the Declaration or By-Laws relating to such Lot or the Owner or Occupant which is not cured within sixty (60) Days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2 No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

12.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Texas law for any of the acts set out in this Article.

Article 13.
DECLARANT'S RIGHTS

13.1 Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2 Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties and/or the construction or sale of Lots or homes, such as sales activities, tournaments, charitable events and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates

exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and conducting such activities.

In addition, the Declarant and Builders authorized by Declarant may establish within the Properties, such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties and/or the construction or sale of Lots or homes, including, but not limited to, business offices, signs, model homes, tents, sales offices, sales centers and related parking facilities. During the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and egress and use of such facilities.

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3 Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

13.4 Additional Covenants. No Person shall record any declaration of covenants, conditions and restrictions, declaration of condominium, easements or similar instrument affecting any portion of the Properties *without Declarant's review and written consent.* Any *attempted recordation without such* consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, By-Laws or Certificate of Formation.

13.5 Amendments. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules or Design Guidelines made after termination of the Class "B" Control Period shall be effective without prior notice to and the written consent of the Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

Article 14.
PRIVATE AMENITIES

14.1 General. Private Amenities shall not be a portion of the Common Area, and neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges, and number of users, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges and to change, eliminate or lease operation of any or all facilities; and to reserve use rights and to terminate use rights altogether, subject to the terms of any written agreements.

14.2 Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; or (b) the conveyance of any Private Amenity to one (1) or more affiliates, shareholders, employees or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, any Voting Delegate, or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

14.3 View Impairment. Neither the Declarant, the Association nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Area or any public facilities from Lots will be preserved without impairment. The owners of such property, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion, to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Private Amenities, the Common Area or the public facilities from time to time.

14.4 Cost Sharing Agreements. The Association may enter into a Cost Sharing Agreement with any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things, shared property or services and/or a higher level of Common Area maintenance.

14.5 Architectural Control. Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change or installation on or to any portion of the Properties which is contiguous to or within one hundred feet (100') of any Private Amenity without giving the owner of such Private Amenity at least fifteen (15) Days prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in such regard. The owner of such Private Amenity shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the owner of such Private Amenity to respond to the notice within the fifteen (15) Day period shall constitute a waiver of the owner of such Private Amenity's right to object to the matter. If in the reasonable opinion of the owner of the Private Amenity whether by restriction of view, hazards to person or otherwise, the requesting party shall resubmit to the ARB the proposed construction or modification so as to take into account the objection of the Private Amenity, and the review and approval process set forth in this Section shall apply to the resubmitted plans and specifications. This Section shall also apply to any work on the Common Area contiguous to the Private Amenity.

14.6 Use Restrictions. Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Private Amenity, including but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions.

14.7 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity, may be made without the written approval of the owner(s) of the affected Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.

14.8 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and any Private Amenities. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate rules or regulations affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

Article 15.
GENERAL PROVISIONS

15.1 Duration.

(a) Unless terminated as provided in Section 15.1(b), this Declaration shall run with the land and shall be binding on all parties and Persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded. This Declaration shall automatically be extended at the expiration of such period for successive periods of ten (10) years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Texas law, in which case such law shall control, this Declaration may not be terminated within twenty (20) years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least seventy-five percent (75%) of the total Lots within the Properties and by the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

15.2 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as the Declarant owns property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant, it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing sixty-seven percent (67%) of the total Class "A" votes in the Association, including sixty-seven percent (67%) of the Class "A" votes held by Members other than the Declarant and, during the Development Period, with the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one (1) year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member or the assignee of such right or privilege.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

15.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

15.4 Dispute Resolution. It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, the Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the By-Laws, the Association rules or the Certificate of Formation through alternative dispute resolution methods, such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures.

Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation subject to any limitations set forth elsewhere herein and in the By-Laws.

15.5 Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot Owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

15.6 Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

15.7 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any Neighborhood, and the

Association may, but shall not be required to, enforce the additional covenants, conditions, and provisions applicable to any Neighborhood; provided, however, in the event of a conflict between or among this Declaration and such covenants or restrictions, and/or the provisions of any Certificate of Formation, By-Laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, the By-Laws, Certificate of Formation and use restrictions and rules of the Association shall prevail over those of any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

15.8 Use of the Term "Vintage Oaks at The Vineyard". No Person shall use the term "Vintage Oaks at The Vineyard" or any logo of Vintage Oaks at The Vineyard or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the term "Vintage Oaks at The Vineyard" in printed or promotional matter where such term is used solely to specify that particular property is located within Vintage Oaks at The Vineyard and the Association and any other community association located in Vintage Oaks at The Vineyard shall be entitled to use the term "Vintage Oaks at The Vineyard" in its name.

15.9 Compliance. Every Owner and occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.10 Exhibits. Exhibits "A and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of this Declaration.

[EXECUTIONS BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 8th day of January, 2007.

DECLARANT:

Bluegreen Southwest One, L.P.,
a Delaware limited partnership

By: Bluegreen Southwest Land, Inc., a Delaware Corporation, its general partner

By: _____

Title: Vice President, Bluegreen Southwest Land, Inc.

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 8th day of January, 2007, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

Patricia D. Shirley
Notary Public, State of Texas

Commission Expiration Date:

NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Land Initially Submitted to this Declaration

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M& S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas by Document # 200706000394, and to which plat reference is hereby made for a more particular description of said land.

EXHIBIT "B"

Land Subject to Annexation

Any property located within a five (5) mile radius of the perimeter boundary of the land described on Exhibit "A" of this Declaration.

EXHIBIT "C"

BY-LAWS

OF

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

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BY-LAWS

OF

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

ARTICLE 1: NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 Name. The name of the corporation is Property Owners Association of Vintage Oaks, Inc. (the "Association"), a Texas nonprofit corporation.

1.2 Principal Office. The principal office of the Association shall be located in the State of Texas. The Association may have such other offices, either within or outside the State of Texas, as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in Exhibit 1, attached hereto and by this reference incorporated herein, unless the context indicates otherwise.

ARTICLE 2: ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, PROXIES

2.1 Membership. The Association shall initially have three (3) classes of membership, Class "A", Class "B" and Class "C" as more fully set forth below in Section 2.2.

2.2 Voting.

(a) Class "A". Class "A" Members shall be all Owners except the Class "B" Member and Class "C" Members, if any. Class "A" Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under the Declaration; provided, however, there shall be only one (1) vote per Lot and no vote shall be exercised for any property which is exempt from assessment. All Class "A" votes shall be cast as provided in subsection (e) below.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under the Declaration, these By-Laws and the Certificate of Formation, are specified in the relevant sections of the Declaration, these By-Laws and the Certificate of Formation. The Class "B" Member may appoint a Majority of the Members of the Board of Directors during the Class "B" Control Period which shall continue until the first to occur of the following:

(i) when ninety five percent (95%) of the total number of Lots permitted by the Master Plan for Vintage Oaks at The Vineyard have residential dwellings located thereon which have been completed and have been conveyed to Persons other than Declarant;

(ii) December 31, 2026; or

(iii) when, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Public Records.

Completion of a dwelling shall be deemed to have occurred upon "substantial completion." For the purposes of this Section, substantial completion shall be defined to be the date that the Declarant or ARB, as appropriate, certifies that the improvements are sufficiently complete in accordance with the Governing Documents and any other building specifications of the appropriate reviewing body as such may be established and amended from time to time and, with respect to initial construction, that the Owner may occupy the improvements for use as a single-family residential dwelling.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as further provided in these By-Laws. The Class "B" membership shall terminate upon the earlier of:

(i) two (2) years after expiration of the Class "B" Control Period; or

(ii) when, in its discretion, the Declarant so determines and declares in a written instrument executed by Declarant and recorded in the Public Records.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Lot which it owns.

(c) Class "C". Class "C" Members shall be the Commercial Members, if any. Class "C" Members shall have one (1) vote for each Lot in which they hold the interest required for membership under the Declaration; provided, however, a Class "C" Member shall not have the right to use the recreational amenities in Vintage Oaks at The Vineyard or to vote on any matters except as specifically set forth in the Declaration governing such member's Lot.

(d) Additional Classes of Membership. The Declarant may, by Supplemental Declaration, create additional classes of membership for the Owners of Lots within any Additional Property made subject to the Declaration or these By-Laws, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(e) Exercise of Voting Rights by Class "A" Members. Except as otherwise specified in this Declaration or these By-Laws, the vote for each Lot owned by a Class "A" Member shall be exercised by the Voting Delegate representing the Neighborhood of which the Lot is a part, as provided in Section 2.4. The Voting Delegate shall cast all such votes in the manner provided in Section 2.4. No vote shall be exercised on behalf of any Lot if any assessment for such Lot is delinquent.

In any situation where a Class "A" Member is entitled personally to exercise the vote for his or her Lot and there is more than one (1) Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

2.3 Neighborhoods. Every Lot shall be located within a Neighborhood; provided, however, that unless and until additional Neighborhoods are established, the entire Vintage Oaks at The Vineyard shall consist of one (1) Neighborhood. The Declarant, in its sole discretion, may establish Neighborhoods within Vintage Oaks at The Vineyard by designation on an exhibit to these By-Laws, on a Supplemental Declaration, or on a plat. During the Development Period, the Declarant may unilaterally amend these By-Laws or any Supplemental Declaration from time to time to assign property to a specific Neighborhood, to redesignate Neighborhood boundaries, or to remove property from a specific Neighborhood.

The Owner(s) of a Majority of the total number of Lots within any Neighborhood may at any time petition the Board of Directors to divide the property comprising the Neighborhood into two (2) or more Neighborhoods. Such petition shall be in writing and shall include a survey of the entire parcel which indicates the proposed boundaries of the new Neighborhoods or otherwise identifies the Lots to be included within the proposed Neighborhoods. Such petition shall be deemed granted thirty (30) Days following the filing of all required documents with the Board, unless the Board of Directors denies such application in writing within such thirty (30) Day period. The Board may deny an application only upon determination that there is no reasonable basis for distinguishing between the areas proposed to be divided into separate Neighborhoods. All applications and copies of any denials shall be filed with the books and records of the Association.

The Lots within a particular Neighborhood may be subject to additional covenants and/or the Lot Owners may be members of a Neighborhood Association in addition to the Association. However, a Neighborhood Association shall not be required except as required by law. Any Neighborhood which does not have a Neighborhood Association may, but shall not be obligated to, elect a Neighborhood Committee, as described in these By-Laws, to represent the interests of Owners of Lots in such Neighborhood. During the Development Period, no Neighborhood Association or Neighborhood Committee shall be formed or otherwise established without the prior submission to and written approval by the Declarant of all documents creating or establishing such Neighborhood Association or Neighborhood Committee, including, without limitation, the submission and approval of any declaration of condominium, Certificate of Formation, By-laws and other organizational and governing documents.

Any Neighborhood may request that the Association provide a higher level of service or special services for the benefit of Lots in such Neighborhood and, upon the affirmative vote, written consent, or a combination thereof, of Owners of a Majority of the Lots within the Neighborhood, the Association may, in its sole discretion, provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided any such administrative charge shall apply at a uniform rate per Lot to all Neighborhoods receiving the same service), shall be assessed against the Lots within such Neighborhood as a Neighborhood Assessment.

2.4 Voting Delegates. Subject to Board determination as set forth herein, the Owners within each Neighborhood shall be entitled to elect a Voting Delegate who shall be responsible for casting all votes attributable to Lots owned by Class "A" Members in the Neighborhood on all Association matters requiring a membership vote, except as otherwise specified in the Declaration or these By-Laws. In addition, each Neighborhood shall be entitled to elect an alternate Voting Delegate who shall be responsible for casting such votes in the absence of the Voting Delegate. No Person shall be eligible to serve as a Voting Delegate or an alternate Voting Delegate if any assessment for such Person's Lot is delinquent. If the Owners within a Neighborhood elect to use a Voting Delegate, the Voting Delegate and alternate Voting Delegate

shall be elected on an annual basis, either by written ballot cast by mail or at a meeting of the Class "A" Members within such Neighborhood, as the Board determines; provided, however, upon written petition signed by Class "A" Members holding at least ten percent (10%) of the votes attributable to Lots within any Neighborhood, the election for such Neighborhood shall be held at a meeting. The presence, in person or by proxy, of Class "A" Members representing at least ten percent (10%) of the total Class "A" votes attributable to Lots in the Neighborhood shall constitute a quorum at any Neighborhood meeting.

The Board, in its sole discretion, shall determine whether Voting Delegates shall be elected for each Neighborhood; provided, however, all Neighborhoods which are similarly situated shall be treated the same. If Voting Delegates will be elected for a Neighborhood, the Board shall send notice of the election to all Owners within the Neighborhood; provided, however, the first election of a Voting Delegate for any Neighborhood shall not be held until at least fifty percent (50%) of the Lots planned for such Neighborhood have been conveyed to Persons other than Declarant.

Subsequent elections within each Neighborhood shall be held annually. Each Class "A" Member who owns a Lot within the Neighborhood shall be entitled to cast one (1) equal vote per Lot owned. The candidate who receives the greatest number of votes shall be elected as Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. The Voting Delegate and the alternate Voting Delegate shall serve a term of one (1) year and until their successors are elected.

Any Voting Delegate or alternate Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owners of a Majority of the total number of Lots owned by Class "A" Members in the Neighborhood which the Voting Delegate or alternate Voting Delegate represents. Any Voting Delegate or alternate Voting Delegate shall be automatically removed and ineligible to cast the votes attributable to Lots in such Voting Delegate's Neighborhood if any assessment for such Voting Delegate's Lot is delinquent. Upon removal of a Voting Delegate or an alternate, a successor shall be elected by the Owners of Lots within the Neighborhood to fill the vacancy for the remainder of such delegate's term.

Until such time as the Board first calls for election of a Voting Delegate for any Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Lots on any issue requiring a vote of the Voting Delegates under this Declaration, the By-Laws, or the Certificate of Formation.

Prior to taking a vote on any issue requiring membership approval, the Association shall distribute proxies to all Members represented by Voting Delegates allowing each Member to direct in writing how such Member's vote is to be cast with respect to such issue by the Voting Delegate who represents him or her. The Voting Delegates shall be required to cast all votes for which specific proxies are returned in the manner directed in such proxies. All other votes may be cast as the Voting Delegate deems appropriate in its sole discretion. The Board may adopt resolutions establishing additional procedures for polling Members.

2.5 Voting Groups. During the Class "B" Control Period, the Declarant may designate Voting Groups consisting of one (1) or more Neighborhoods for the purpose of electing directors to the Board. The designation of Voting Groups, if any, shall be to promote representation on the Board of Directors for various groups having dissimilar interests and to avoid a situation in which the Voting Delegates representing similar Neighborhoods are able, due to the number of Lots in such Neighborhoods, to elect the entire Board of Directors, excluding

representation of others. Following termination of the Class "B" Control Period, the number of Voting Groups within Vintage Oaks at The Vineyard shall not exceed the total number of directors to be elected by the Class "A" Members pursuant to these By-Laws. The Voting Delegates representing the Neighborhoods within each Voting Group shall vote on a separate slate of candidates for election to the Board, with each Voting Group being entitled to elect the number of directors specified in these By-Laws.

The Declarant shall establish Voting Groups, if at all, not later than the date of expiration of the Class "B" Control Period by filing with the Association and in the Public Records a Supplemental Declaration identifying each Voting Group by legal description or other means such that the Lots within each Voting Group can easily be determined. Such designation may be unilaterally amended from time to time by the Declarant during the Development Period.

After expiration of the Declarant's right to amend any designation of Voting Groups as provided above, the Board shall have the right to file or amend any Supplemental Declaration for the purpose of designating Voting Groups. Neither recordation nor amendment of such Supplemental Declaration shall constitute an amendment to a Declaration or these By-Laws, and no consent or approval of any Person shall be required except as stated in this Section. Until such time as Voting Groups are established, all of Vintage Oaks at The Vineyard shall constitute a single Voting Group. After a Supplemental Declaration establishing Voting Groups has been filed, any and all portions of Vintage Oaks at The Vineyard which are not assigned to a specific Voting Group shall constitute a single Voting Group.

2.6 Right of Class "B" Member to Disapprove Actions. So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Declaration or these By-Laws, or interfere with development of, construction on, or marketing of any portion of Vintage Oaks at The Vineyard, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant elsewhere.

(a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the secretary of the Association, which notice complies with Section 3.10 and which notice shall, except in the case of the regular meetings held pursuant to these By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting.

(b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member, its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.

(c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.

(d) The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of adoption of the proposed action. No action, policy or program shall be effective or implemented if the Class "B" Member exercises its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

2.7 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Voting Delegates and the Members as the Board may designate, either within Vintage Oaks at The Vineyard or as convenient as is possible and practical. Meetings may be held by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation by one of these methods shall constitute presence in person at such meeting.

2.8 Annual Meetings. Meetings shall be of the Voting Delegates. Regular meetings shall be held annually on a date and at a time set by the Board.

2.9 Special Meetings. The president may call special meetings. In addition, it shall be the duty of the president to call a special meeting within thirty (30) Days if so directed by resolution of the Board or upon a petition signed by Voting Delegates representing at least ten percent (10%) of the total Class "A" votes in the Association or upon written request of the Declarant.

2.10 Notice of Meetings. Written notice stating the place, day, and time of any meeting of the Voting Delegates shall be delivered to each Voting Delegate entitled to vote at such meeting, not less than ten (10) nor more than sixty (60) Days before the date of such meeting, by or at the direction of the president or the secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.11 Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Voting Delegate may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof, unless a specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.12 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Voting Delegates representing a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more

than thirty (30) Days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Voting Delegates in the manner prescribed in Section 2.10.

2.13 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.14 List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Voting Delegates entitled to notice of such meeting. The list shall show the address of the Voting Delegate and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with Texas law.

2.15 Proxies. A Voting Delegate entitled to cast the votes for all Lots within such delegate's Neighborhood may not assign the right to cast such votes by proxy, but may cast such votes only in person or through such Voting Delegate's designated alternate. Any Member who is entitled to cast only the vote(s) for such Member's Lot(s) pursuant to this Article may cast such vote in person or by proxy. On any matter as to which a Member is entitled to personally cast the vote for such Member's Lot, such vote may be cast in person (or, if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of Texas law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated, and filed with the secretary of the Association prior to the meeting for which it is to be effective. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid. Every proxy shall be revocable and shall automatically cease upon conveyance of any Lot for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

2.16 Quorum. Except as may be otherwise provided in these By-Laws or in the Declaration, the presence in person or by proxy of ten percent (10%) of the Class "A" votes entitled to be cast shall constitute a quorum at all meetings of the Association.

If a quorum is present at a duly called or held meeting, business may be continued until adjournment, notwithstanding the withdrawal of Voting Delegates leaving less than a quorum, provided that any action taken is approved by at least a Majority of the votes required to constitute a quorum.

2.17 Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.18 Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Association may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the proposed action is signed by all Voting Delegates entitled to vote on such matter. Such consents shall be signed within sixty (60) Days after receipt of the earliest dated consent, dated and delivered to the Association at its principal place of business in the State of Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Voting Delegates at a meeting. Within ten (10) Days after receiving authorization for any action by written consent, the secretary shall give written notice to all Members summarizing the material features of the authorized action.

ARTICLE 3: BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) equal vote. Except with respect to directors appointed by the Class "B" Member or serving as a representative of the Declarant, the directors shall be eligible Members or residents; provided, however, no Owner and resident representing the same Lot may serve on the Board at the same time. No Owner or resident shall be eligible to serve as a director if any assessment for such Owner's or resident's Lot is delinquent. A "resident" for the purposes of these By-Laws shall mean any natural person eighteen (18) years of age or older whose principal place of residence is a Lot within Vintage Oaks at The Vineyard. In the case of a Member which is not a natural person, any officer, director, partner, member, manager, employee, or fiduciary of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, that no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by or serving as representatives of the Class "B" Member or the Declarant.

3.2 Number of Directors. The Board shall consist of three (3) to seven (7) directors, as provided in Section 3.5 below. The initial Board shall consist of three (3) directors appointed by the Class "B" Member as provided in Section 3.3 and shall be increased as provided in Section 3.5. After the termination of the Class "B" membership, the Board may, by resolution, increase or decrease the number of directors.

3.3 Directors During Class "B" Control Period. Subject to the provisions of Section 3.5, the directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period. Notwithstanding anything herein or in the Declaration to the contrary, directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to the qualifications for directors set forth in Section 3.1 and, further, as representatives of the Class "B" Member, shall be deemed to be Members of the Association for purposes of serving on the Board of Directors, irrespective of whether the individuals appointed by the Class "B" Member are Owners themselves.

3.4 Nomination and Election Procedures.

(a) Nomination of Directors. The Board may establish a nominating committee consisting of a chairperson, who shall be a member of the Board, and three (3) or more Members or representatives of Members. If established, the nominating committee shall be

appointed by the Board not less than thirty (30) Days prior to each election to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at the election. A nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled as provided in Section 3.5 below. The nominating committee shall nominate separate slates for the directors, if any, to be elected at large by all Voting Delegates, and for the director(s) to be elected by the votes within each Voting Group. In making its nominations, a nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates.

Nominations shall also be permitted from the floor at a meeting of the Association. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. Directors appointed by or serving as representatives of the Class "B" Member or the Declarant shall not be subject to these nomination requirements.

(b) Election Procedures. Each Voting Delegate may cast all votes assigned to the Lots which such Voting Delegate represents for each position to be filled from the slate of candidates on which such Voting Delegate is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these By Laws:

(a) At the first Association meeting occurring after Class "A" Members own seventy-five percent (75%) of the Lots permitted/proposed by the Master Plan for the entire Vintage Oaks at The Vineyard, or whenever the Class "B" Member earlier determines, the Class "B" Member may choose and appoint, in its sole discretion, one (1) Class "A" Member to serve on the Board of Directors, who shall serve and be subject to removal at the pleasure of the Class "B" Member during the Class "B" Control Period. The remaining two (2) directors shall also be appointees of the Class "B" Member, but need not be Class "A" Members.

(b) At the first Association meeting occurring after termination of the Class "B" Control Period, the Board shall be increased to five (5) members and an election shall be held to elect four (4) directors by the Voting Delegates. If four (4) or fewer Voting Groups have been established, one (1) director shall be elected by the Voting Delegates representing each Voting Group and any remaining directorships filled at large by the vote of all Voting Delegates. Two (2) of the initial elected directors shall serve a term of two (2) years, and two (2) initial elected directors shall serve a term of one (1) year, as such directors determine among themselves. Until termination of the Class "B" membership, the Class "B" Member shall be entitled to appoint, remove and replace one (1) director. Upon termination of the Class "B" membership, the director appointed by the Class "B" Member shall resign and the remaining directors shall be entitled to appoint a director to serve until the next annual meeting, at which time the Voting Delegates shall be entitled to elect a director to fill such position. Such director shall be elected for a term of two (2) years.

Upon the expiration of the term of office of each initial director elected by the Voting Delegates, the Voting Delegates entitled to elect such director shall elect a successor to serve a term of two (2) years. The directors elected by the Voting Delegates shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any director elected by the Voting Delegates may be removed, with or without cause, by Voting Delegates representing a Majority of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Voting Delegates entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Voting Delegates who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) Days delinquent (or is the resident of a Lot that is delinquent or is an officer, director, partner, member, employee, or trust officer of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship may elect a successor for the remainder of the term. Any director that the Board appoints shall be selected from among Members and residents within the Voting Group represented by the director who vacated the position.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or the Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a director appointed by or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.7 Organizational Meetings. Within thirty (30) Days after the election or appointment of new directors, the Board shall hold an organizational meeting at such time and place as the Board shall set.

3.8 Regular Meetings. Regular meetings of the Board may be held at such time and place as a Majority of the directors shall determine, but at least one (1) such meeting shall be held during each quarter.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the president or vice president or by any two (2) directors.

3.10 Notice. Notice of a regular meeting shall be communicated to directors not less than four (4) Days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. Notices shall be given to each director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either

directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) telecopier transmission to the director's home or office, with confirmation of receipt by the receiving telecopier; (e) telegram, charges prepaid; (f) overnight or same day delivery, charges prepaid; or (g) electronic mail ("e-mail") using Internet accessible equipment and services if the director has consented in writing to such method of delivery and has provided the Board with an e-mail address. All such notices shall be given at the director's telephone or telecopier number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deemed communicated when deposited into a United States mailbox. Notices given by personal, overnight or courier delivery, telephone, telecopier, telegraph, or e-mail shall be deemed communicated when delivered, telephoned, telecopied, e-mailed, or given to the telegraph company.

3.11 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of telephone conference, video conference or similar communications equipment, by means of which all persons participating in the meeting can converse with each other. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

3.13 Quorum of Board of Directors. At all meetings of the Board, a Majority of the directors shall constitute a quorum for the transaction of business, and the votes of a Majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these By-Laws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a Majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a Majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) Days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.14 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Voting Delegates representing a Majority of the total Class "A" votes in the Association at a regular or special meeting of the Association. Any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a Majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested director.

3.15 Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.16 Open Meetings. Subject to the provisions of Sections 3.12 and 3.17, all meetings of the Board shall be open to all Voting Delegates and, if required by law, all Members, but attendees other than directors may not participate in any discussion or deliberation unless permission to speak is requested on an attendee's behalf by a director. In such case, the president may limit the time any individual may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Persons other than directors, to discuss matters of a sensitive nature, such as pending or threatened litigation, personnel matters, etc.

3.17 Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.18 Powers. The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents and as provided by Texas law. The Board may do or cause to be done all acts and things which the Governing Documents or Texas law do not direct to be done and exercised exclusively by the Voting Delegates or the membership generally.

3.19 Duties. The duties of the Board shall include, without limitation:

(a) preparing and adopting, in accordance with related provisions of the Declaration and these By-Laws, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;

(b) levying and collecting such assessments from the Owners;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary to carry out

the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) depositing all funds received on behalf of the Association in a bank depository which it shall approve and using such funds to operate the Association, provided any reserve funds may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules in accordance with the Declaration;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) contracting for repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents;

(i) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided herein and/or in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) paying the costs of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures of the Association;

(m) making available to any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Section 8.4;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of Vintage Oaks at The Vineyard;

(o) indemnifying a director, officer or ARB or committee member, or former director, officer or ARB or committee member of the Association to the extent such indemnity is required or permitted under Texas law or the Governing Documents;

(p) assisting in the resolution of disputes between Owners and others without litigation as may be set forth herein and/or in the Declaration; and

(q) constituting, and performing the duties of, the ARB, as set forth in the Declaration.

3.20 Management. The Board may employ for the Association a professional management agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy-making

authority or those duties set forth in Sections 3.19(a), 3.19(b), 3.19(f), 3.19(g) and 3.19(i). The Declarant or an affiliate of the Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash or accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) commencing at the end of the quarter in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly (such financial statements shall include an income statement reflecting all income and expense activity for the preceding period on a cash or accrual basis and may include such other reports as deemed necessary by the Board);

(g) an annual financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines; provided, however, upon written request of any holder, guarantor or insurer of any first Mortgage on a Lot, the Association shall provide an audited financial statement; and

(h) all financial reports shall be kept at the principal office of the Association for at least three (3) years after the closing of each fiscal year.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, however, if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Voting Delegates representing at least sixty-seven percent (67%) of the total votes allocated to Lots prior to borrowing such money.

3.23 Right to Contract. The Association shall have the right to contract with any

Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or Neighborhood and other owners or residents associations, within and outside Vintage Oaks at The Vineyard; provided, any common management agreement shall require the consent of a Majority of the total number of directors of the Association.

3.24 Enforcement.

(a) Association Authority. The Board, or any committee established by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth herein. Such sanctions may include, without limitation:

(i) imposing monetary fines which shall constitute a lien upon the Lot of the violator. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.);

(ii) filing liens in the Public Records for nonpayment of any assessments or fees;

(iii) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(iv) suspending an Owner's right to vote;

(v) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(vi) levying Specific Assessments to cover costs incurred in bringing a Lot into compliance;

(vii) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association; and

(viii) filing suit to enforce any of the above sanctions; provided, however, compliance with the notice and hearing procedures set forth herein is not required prior to filing suit (1) to collect a General, Neighborhood or Special Assessment, (2) to foreclose the Association's lien for assessments set forth in the Declaration, (3) to obtain a temporary restraining order or temporary injunctive relief, or (4) that includes foreclosure as a cause of action.

(ix) In the event that any occupant, guest or invitee of a Lot violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such occupant, guest or invitee and/or the Owner of the Lot that the violator is occupying or visiting.

(x) In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by entering the Lot and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation of the Governing Documents) or by suit at law or in equity to enjoin any violation or to foreclose a lien or both without the necessity of compliance with the procedures set forth in these By-Laws.

(xi) All remedies set forth in the Declaration and/or these By-Laws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

(xii) The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant, restriction or rule.

(xiii) The Association, by contract or other agreement, may enforce county, city, state and federal ordinances, if applicable, and permit local and other governments to enforce ordinances in Vintage Oaks at The Vineyard for the benefit of the Association and its Members.

(b) Notice. Prior to imposition of any sanction requiring compliance with these procedures, the Board or its delegate shall serve the alleged violator with written notice sent by certified mail, return receipt requested, including (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the alleged violator may present a written request for a hearing to the Board, or to the covenants committee, if one has been appointed pursuant to Article 5, within thirty (30) Days of the notice; (iv) a statement that the hearing, if held before the covenants committee, may be appealed to the Board as set forth herein; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within thirty (30) Days of the notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided, however, the Board or covenants

committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the thirty (30) Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the thirty (30) Day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within six (6) months from the date of any notice hereunder, the Board or covenants committee may impose a sanction without further notice to the violator.

(c) Hearing. If a hearing is requested within the allotted thirty (30) Day period, the hearing shall be held before the covenants committee, or, if none has been appointed, then before the Board in executive session, within thirty (30) Days after the Board or its delegate receives the written request. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or delegate who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(d) Appeal. If a hearing is held before a covenants committee, the violator shall have the right to appeal the committee's decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, president, or secretary of the Association within ten (10) Days after the hearing date.

ARTICLE 4: OFFICERS

4.1 Officers. The officers of the Association shall be a president, secretary, and treasurer. The president and secretary shall be elected from among the members of the Board; other officers may, but need not, be members of the Board. The Board may appoint such other officers, including one or more assistant secretaries and one (1) or more assistant treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of president and secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each election of new directors. Such officers shall serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The president shall be the chief executive officer of the Association. The treasurer shall have primary responsibility for the preparation of the budget and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The secretary shall be responsible for

preparing minutes of meetings of the Association and the Board and for authenticating records of the Association.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of the 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.

4.6 Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.14.

ARTICLE 5: COMMITTEES

5.1 General. The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided however, no Class "A" Member may have more than one (1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action nor to bind the Board or the Association without the consent of the Board.

5.2 Architectural Control. After the Class "B" Control Period, the full Board shall constitute the elected members of the ARB, unless the Board delegates said authority to a committee composed of three (3) or more Members.

5.3 Covenants Committee. In addition to any other committees which the Board may establish pursuant to the Declaration, these By-Laws and, specifically, Section 5.1, the Board may appoint a covenants committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the covenants committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24.

5.4 Neighborhood Committees. In addition to any other committees appointed as provided above, each Neighborhood which has no formal organizational structure or association may elect a Neighborhood Committee to determine the nature and extent of services, if any, to be provided to the Neighborhood by the Association in addition to those provided to all Members of the Association. A Neighborhood Committee may advise the Board on any other issue, but shall not have the authority to bind the Board or the Association. Such Neighborhood Committees, if elected, shall consist of three (3) to five (5) Members, as determined by the vote of at least a Majority of the Owners of Lots within the Neighborhood.

Neighborhood Committee members shall be elected for a term of one (1) year or until their successors are elected. Any director elected to the Board of Directors from a Neighborhood shall be an ex officio member of the Neighborhood Committee. The Neighborhood Committee shall elect a chairperson who shall preside at its meetings and shall be responsible for transmitting any and all communications to the Board.

In the conduct of its duties and responsibilities, each Neighborhood Committee shall abide by the meeting, notice and quorum requirements applicable to the Board under Sections 3.8, 3.9, 3.10, 3.11, and 3.13. Meetings of a Neighborhood Committee shall be open to all Owners of Lots in the Neighborhood and their representatives; provided, however, a Neighborhood Committee may act by unanimous written consent in lieu of a meeting.

ARTICLE 6: INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect such types of insurance as required by Texas law, including the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available.

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best

business judgment but not less than an amount equal to one-sixth (1/6th) of the annual General Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable, which may include, without limitation, flood insurance.

In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency ("FEMA") as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one hundred percent (100%) of current "replacement cost" of all affected improvements and other insured property or the maximum limit of coverage available, whichever is less.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Neighborhood in such amounts and with such coverages as the Owners in such Neighborhood may agree upon pursuant to Section 2.3. Any such policies shall provide for a certificate of insurance to be furnished to the Neighborhood Association and to the Owner of each Lot insured upon request.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Lots within the benefitted Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with these By-Laws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests, invitees, or lessees, then the Board may charge the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

The Association shall have no insurance responsibility for any portion of the Private Amenities.

(b) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Comal County and/or San Antonio, Texas metropolitan area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association, and to each Member upon request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a).

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Texas which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Lots within the Neighborhood and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause: and

(vi) include an endorsement requiring at least thirty (30) Days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one (1) or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(iv) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(v) a cross liability provision; and

(vi) a provision vesting the Board with the exclusive authority to adjust losses; provided, however, no Mortgagee having an

interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(c) Damage and Destruction. In the event of any insured loss, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the Declarant, decide within sixty (60) Days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) Day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Voting Delegates, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2 Owners' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Lot is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and

specifications as are approved in accordance with the architectural control provisions of the Declaration. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

The requirements of this Section shall also apply to any Neighborhood Association that owns common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property were a Lot. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Lots within such Neighborhood and for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed

6.3 Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, nor any respective officer, director, committee member, employee, agent, contractor (including the management company, if any) of any of the same shall be liable to any Member or the Member's immediate household for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members, guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Lots.

Each Owner, by virtue of the acceptance of title to his or her Lot, and each other Person having an interest in or right to use any portion of Vintage Oaks at The Vineyard, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

ARTICLE 7: BUDGETS AND ASSESSMENTS

7.1 Computation of General Assessment. At least thirty (30) Days before the beginning of each fiscal year, the Board shall adopt a budget covering the estimated Common Expenses during the coming year, which may include a capital contribution to establish a reserve fund in accordance with a budget separately prepared as provided in Section 7.3.

General Assessments shall be levied equally against all Lots subject to assessment and shall be proposed by the Board to be set at a level which is reasonably expected to produce total income for the Association equal to the total budgeted Common Expenses, including reserves. In determining the total funds to be generated through the levy of General Assessments, the Board, in its discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year and any income expected to be generated from any Cost Sharing Agreement.

During the Class "B" Control Period, the Declarant may, but shall not be obligated to, reduce the General Assessment for any fiscal year by payment of a subsidy and/or contributions of services and materials, which may be treated as either a contribution or a loan, in the Declarant's discretion. Any such anticipated payment or contribution by the Declarant shall be disclosed as a line item in the Common Expense budget. Payments by the Declarant in any year

shall under no circumstances obligate the Declarant to continue such payments in future years and the treatment of such payment shall be made known to the membership, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the adopted budget and notice of the amount of the General Assessment for the following year to each Owner at least thirty (30) Days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective without further action of the Owners unless disapproved at a meeting by Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association and, during the Development Period, by the Declarant; provided, however, after the Class "B" Control Period, if the budget proposes a change in the amount of the General Assessment from the fiscal year immediately preceding the year in which the budget is to be effective, then it must be approved by Voting Delegates representing a Majority of the total Class "A" votes in the Association and, during the Development Period, by the Declarant. Unless approval of the budget by Voting Delegates is required as set forth herein, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Voting Delegates as provided for special meetings in Section 2.9, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of assessments. If such a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the proposed budget is not approved or is disapproved as required, or the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. In such event or if the budget proves inadequate for any reason, the Board may prepare a revised budget for the remainder of the fiscal year. The Board shall send a copy of the revised budget to each Owner at least thirty (30) Days prior to its becoming effective. The revised budget shall be subject to the above procedure in order to become effective.

7.2 Computation of Neighborhood Assessments. At least thirty (30) Days before the beginning of each fiscal year, the Board shall adopt a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that the Declaration, any Supplemental Declaration, or these By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of Owners in accordance with Section 2.3, any additional costs shall be added to such budget. Such budget may include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. Neighborhood Expenses shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and levied as a Neighborhood Assessment.

The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner of a Lot in the Neighborhood at least thirty (30) Days prior to the beginning of the fiscal year for which it is to be effective. Such budget and assessment shall become effective unless disapproved by Owners of a Majority of the Lots in the Neighborhood to which the Neighborhood Assessment applies and, during the Development Period, by the Declarant; provided, however, after the Class "B" Control Period, if the budget proposes a change in the amount of the Neighborhood Assessment from the fiscal year immediately preceding the year in which the budget is to be effective, it must

be approved by Voting Delegates representing a Majority vote of the Owners of Lots in the Neighborhood to which the Neighborhood Assessment applies and, during the Development Period, by the Declarant. Unless approval by Owners is required as set forth herein, there shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in such Neighborhood. This right to disapprove shall apply only to those line items in the Neighborhood budget which are attributable to services requested by the Neighborhood. If a meeting is requested, assessments pursuant to such proposed budget shall not become effective until after such meeting is held, provided such assessments shall be retroactive to the original effective date of the budget if the budget is not disapproved at such meeting.

If the Owners within any Neighborhood disapprove or fail to approve, as required, any line item of a Neighborhood budget, the Association shall not be obligated to provide the services anticipated to be funded by such line item of the budget. If the Board or Owners fail for any reason to determine a Neighborhood budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

All amounts which the Association collects as Neighborhood Assessments shall be expended solely for the benefit of the Neighborhood for which they were collected and shall be accounted for separately from the Association's general funds.

7.3 Reserve Budget and Capital Contribution. The Board may annually prepare reserve budgets for both general and Neighborhood purposes which take into account the number and nature of replaceable assets within the Area of Common Responsibility, the expected life of each asset, and the expected repair or replacement cost. If a reserve budget is prepared, the Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual General Assessments or Neighborhood Assessments, as appropriate, over the budget period.

7.4 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Lots subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting of Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes allocated to Lots which will be subject to such Special Assessment and by the Declarant during the Development Period. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Voting Delegates as provided for special meetings in Section 2.9, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of such Special Assessment. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

7.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one (1) or more Lots; and

(c) to cover costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, however, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.24, before levying any Specific Assessment under this subsection (c).

The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Certificate of Formation, the By-Laws, and rules; provided, however, the Board shall give prior written notice to the Owners of Lots in, or the Voting Delegate representing, the Neighborhood and an opportunity for such Owners or Voting Delegate to be heard before levying any such assessment.

ARTICLE 8: MISCELLANEOUS

8.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

8.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with Texas law, the Certificate of Formation, the Declaration, or these By-Laws.

8.3 Conflicts. If there are conflicts between the provisions of Texas law, the Certificate of Formation, the Declaration, and these By-Laws, the provisions of Texas law, the Declaration, the Certificate of Formation, and the By-Laws (in that order) shall prevail.

8.4 Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws, and Certificate of Formation, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within Vintage Oaks at The Vineyard as the Board shall designate during normal business hours.

(b) Delivery of Certain Information to Owner. Within ten (10) Days after receipt of a written request by the Board or its designee from an Owner, the Association shall deliver to the Owner, the Owner's agent, or to a title insurance company or its agent acting on behalf of the Owner, copies of the following, as requested: the Declaration, By-Laws, and Certificate of Formation, any amendments or supplements to the foregoing, the rules of the Association, and a "resale certificate." A "resale certificate" must contain the following:

(i) a statement of any right of first refusal or other restraint, if any, contained in the Declaration that restricts the Owner's right to transfer his or her Lot;

(ii) the frequency and amount of General Assessments and Neighborhood Assessments, if any;

(iii) the amount of any Special Assessment that is due after the date the resale certificate is prepared;

(iv) the total of all amounts due and unpaid to the Association that are attributable to the Owner's Lot;

(v) capital expenditures, if any, approved by the Association for the current fiscal year;

(vi) the amount of reserves, if any, for capital expenditures;

(vii) the Association's current operating budget and balance sheet;

(viii) the total of any unsatisfied judgments against the Association;

(ix) the style and case number of any pending lawsuit in which the Association is a defendant;

(x) a copy of a certificate of insurance showing the Association's property and liability insurance relating to the Common Areas and common facilities;

(xi) a description of any conditions on the Owner's Lot that the Board has actual knowledge are in violation of the Governing Documents;

(xii) a summary or copy of notices received by the Association from any governmental authority regarding health or housing code violations existing on the preparation date of the resale certificate relating to the Owner's Lot or the Area of Common Responsibility;

(xiii) the amount of any administrative transfer fee charged by the Association for a change of ownership of a Lot;

(xiv) the name, mailing address, and telephone number of the Association's managing agent, if any; and

(xv) a statement indicating that the Governing Documents allow foreclosure of the Association's lien on the Owner's Lot for failure to pay assessments.

The Association may charge a reasonable fee to assemble, copy, and deliver the information required by this subsection 8.4(b) and may charge a reasonable fee to prepare and deliver an update of a resale certificate.

(c) Rules for Inspection. The Board may establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(d) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association.

8.5 Notices. Except as otherwise provided in the Declaration or these By-Laws, all notices, demands, bills, statements, and other communications under the Declaration or these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member or Voting Delegate, at the address which the Member or Voting Delegate has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Lot of such Member or Voting Delegate; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

If mailed, any notice shall be deemed to be delivered when deposited in the United States mail addressed with postage prepaid. To increase flexibility, any Person, including the Association, may consent to or request in writing additional methods of receiving notice, including but not limited to, facsimile, electronic mail or e-mail.

8.6 Indemnification. The Association shall indemnify every officer, director, ARB member and committee member against all damages, liability, and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Certificate of Formation and Texas law.

The officers, directors, and ARB and other committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and ARB and other committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors or ARB or other committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and ARB and other committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or ARB or other committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

8.7 Litigation. Except as provided below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of Voting Delegates representing seventy-five percent (75%) of the total Class "A" votes in the Association. A Voting Delegate representing Lots owned by Persons other than himself or herself shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of the Owners holding seventy-five percent (75%) of the total votes attributal to Lots in the Neighborhood represented by the Voting Delegate. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); (b) the imposition and collection of assessments by the Association; (c) proceedings involving challenges to property taxes; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association against any contractor, vendor or supplier of goods and services arising out of a contract for services or supplies. This Section shall not be amended unless such amendment is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

8.8 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend these By-Laws for any purpose. Thereafter, the Declarant may unilaterally amend these By-Laws at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state, or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing. In addition, during the Development

Period, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Member.

(b) By the Board. The Board shall be authorized to amend these By-Laws without the consent of the Members (i) for the purpose of conforming these By-Laws to any mandatory provisions of the Act or other Texas law, and (ii) to correct scriveners' errors and other mistakes of fact, provided that any amendments under this provision have no material adverse effect on the rights of the Members. During the Development Period, any such amendment shall require the consent of the Declarant.

(c) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. In addition, any notice requirements to Mortgagees as set forth in the Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

(e) HUD/VA Approval. As long as there is a Class "B" membership, the U.S. Department of Veterans Affairs, so long as it is guaranteeing the Mortgage on any Lot, or the U.S. Department of Housing and Urban Development, so long as it is insuring the Mortgage on any Lot, shall have the right to disapprove any amendment to these By-Laws.

EXHIBIT 1
DEFINITIONS

1. "ARB": The Architectural Review Board, as described in the Declaration.

2. "Act": The Texas Residential Property Owners Protection Act, Title 11, Chapter 209 of the Texas Property Code, as such act may be amended.

3. "Additional Property": All of that certain real property which is subject to annexation to the terms of the Declaration.

4. "Area of Common Responsibility": The Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of the Declaration, any Supplemental Declaration or other applicable covenant, contract, or agreement. The Area of Common Responsibility shall include any real property and improvements which are designated as areas to be maintained by the Association on a recorded subdivision plat for any portion of Vintage Oaks at The Vineyard.

5. "Certificate of Formation": The Certificate of Formation of Property Owners Association of Vintage Oaks, Inc., as filed with the Secretary of State of the State of Texas.

6. "Association": Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation, its successors or assigns.

7. "Board of Directors" or "Board": The body responsible for administration of the Association, selected as provided in the By-Laws and generally serving the same role as the board of directors under Texas corporate law.

8. "Builder": Any Person who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one (1) or more parcels of land within Vintage Oaks at The Vineyard for further subdivision, development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

9. "By-Laws": The By-Laws of Property Owners Association of Vintage Oaks, Inc., as they may be amended.

10. "Class "B" Control Period": The period of time during which the Class "B" Member is entitled to appoint a Majority of the Members of the Board of Directors as provided in Section 2.2.

11. "Commercial Member": The Owner of a Lot which is designated in the Declaration pertaining to such Lot as a Commercial Lot.

12. "Common Area": All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.

13. "Common Expenses": The actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

14. "Community-Wide Standard": The standard of conduct, maintenance, or other activity generally prevailing throughout Vintage Oaks at The Vineyard. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB.

15. "Cost Sharing Agreement": Any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of, or within Vintage Oaks at The Vineyard, including any Private Amenity, for the allocation of expenses that benefit both the Association and the owner or operator of such property.

16. "Days": Calendar days; provided, however, if the time period by which any action required hereunder must be performed expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended to the close of business on the next regular business day.

17. "Declarant": Bluegreen Southwest One, L.P., a Delaware limited partnership, or any successor, successor-in-title, or assign who takes title to any portion of the property in Vintage Oaks at The Vineyard for the purpose of development and/or sale and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant; provided, however, there shall be only one Person entitled to exercise the rights and powers of the Declarant hereunder at any one time.

18. "Declaration": Any of certain declarations of covenants, conditions and restrictions, or similar document with another title, pertaining to any portion of Vintage Oaks at The Vineyard, which are recorded in the Public Records.

19. "Design Guidelines": The design and construction guidelines and application and review procedures applicable to Vintage Oaks at The Vineyard promulgated and administered pursuant to the Declaration.

20. "Development Period": The period of time during which the Declarant owns any property which is subject to a Declaration, or any Private Amenity, or has the unilateral right to subject Additional Property to a Declaration pursuant to the terms thereof.

The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the Public records.

21. "Exclusive Common Area": A portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Neighborhoods or Lots, as more particularly described in the Declaration.

22. "General Assessments": Assessments and Maintenance Charges levied on all Lots subject to assessment by the Association to fund Common Expenses for the general benefit of all Lots, as more particularly described in the Declaration.

23. "Governing Documents": The Declaration, By-Laws, Certificate of Formation, all Supplemental Declarations, the Design Guidelines and rules of the Association, all Cost Sharing Agreements and all additional covenants governing any portion of Vintage Oaks at The Vineyard or any of the above, as each may be supplemented and amended from time to time.

24. "Lot": A portion of Vintage Oaks at The Vineyard, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached single family dwelling or commercial unit. The term shall refer to the land which is part of the Lot as well as any improvements thereon. The term

shall include within its meaning, by way of illustration but not limitation, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Area, common property owned by any Neighborhood Association, or property dedicated to the public. In the case of a building within a condominium or other structure containing multiple fee-simple dwellings, each dwelling or commercial unit shall be deemed to be a separate Lot.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Lot until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

25. "Maintenance Charges": General or Neighborhood Assessments levied against Lots, as more particularly described in the Declaration or these By-Laws.

26. "Maintenance Fund": An Association fund into which General or Neighborhood Assessments are deposited, as may be more particularly described in the Declaration.

27. "Majority": Those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

28. "Master Plan": The land use plan or development plan for Vintage Oaks at The Vineyard prepared by M& S Engineering, PO Box 970, Spring Branch TX 78070, as such plan may be amended from time to time. Inclusion of Additional Property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to the Declaration or these By-Laws, nor shall the exclusion of any property from the Master Plan bar its later annexation in accordance with the Declaration.

29. "Member": A Person entitled and subject to membership in the Association pursuant to Section 2.2.

30. "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

31. "Mortgagee": A beneficiary or holder of a Mortgage.

32. "Vintage Oaks at The Vineyard": That certain planned community located in Comal County, Texas which is commonly known and referred to as Vintage Oaks at The Vineyard.

33. "Neighborhood": A separately developed area within Vintage Oaks at The Vineyard, whether or not governed by a Neighborhood Association (as defined below), in which the Owners of Lots may have common interests other than those common to all Members of the Association. For example, and by way of illustration and not limitation, each single-family attached or detached housing development may constitute a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type with other features in common.

Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws), if any, or Neighborhood Association (as defined below), if any, having concurrent jurisdiction over the property within the

Neighborhood. Neighborhood boundaries may be established and modified as provided in Section 2.3.

34. "Neighborhood Assessments": Assessments and Maintenance Charges levied against the Lots in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as further described in Section 2.3.

35. "Neighborhood Association": Any owners association having concurrent jurisdiction with the Association over any Neighborhood.

36. "Neighborhood Expenses": The actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Neighborhood(s).

37. "Owner": One (1) or more Persons who hold the record title to any Lot, including the Declarant and any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is owned by more than one (1) Person, all such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

38. "Person": A natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

39. "Private Amenity": Certain real property and any improvements and facilities thereon located adjacent to, in the vicinity of, or within Vintage Oaks at The Vineyard, designated by the Declarant and which are owned and operated, in whole or in part, by Persons other than the Association for recreational or other purpose. The use of the term "Private Amenity" shall not be construed to imply or require a private club. Private Amenities may be operated on a daily fee, use fee, public, or private basis or otherwise, and may include, any recreational amenities so located and all related and supporting facilities and improvements. Declarant reserves the right to designate additional Private Amenities in its sole discretion.

40. "Public Records": The real property records of Comal County, Texas.

41. "Special Assessments": Special Assessments levied by the Association in accordance with the Declaration.

42. "Specific Assessment": Specific Assessments levied in accordance with the Declaration.

43. "Supplemental Declaration": An instrument filed in the Public Records which subjects additional property to a Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

44. "Voting Delegate": Any representative selected by the Class "A" Members within each Neighborhood to be responsible for casting all Class "A" votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in the Declaration and in these By-Laws). The term "Voting Delegate" shall also refer

to any alternate Voting Delegate acting in the absence of a Voting Delegate and any Owner personally casting the vote for his or her Lot pursuant to Section 2.4.

45. "Voting Group": One (1) or more Voting Delegates who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in Section 2.5 or, if the context so indicates, the group of Class "A" Members whose Lots are represented thereby.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation;

That the foregoing By-Laws constitute the original By-Laws of the Association, as duly adopted at a meeting of the Board of Directors thereof held on the 28th day of August, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 28th day of August, 2006.

Secretary

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 28th day of August, 2006, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., general partner of Bluegreen Southwest One, L.P.

Patricia D. Shirley
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

Doc# 200706000771
Pages 91
01/08/2007 3:28PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $376.00

Joy Streater

Doc# 200706000771

4
2

Cross-reference to Clerk's Doc. #
200706000771
Comal County, Texas records.

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD UNIT ONE

THIS SUPPLEMENTAL DECLARATION is made this 8th day of January, 2007, by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One under Clerk's Doc. # 200706000771 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Article 7 of the Declaration, the Declarant may submit certain additional property described on Exhibit "B" of the Declaration to the terms of the Declaration; and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached hereto ("Additional Property"); and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "B" to the Declaration; and

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Declaration;

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

The definitions set forth in Article 1 of the Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein.

ARTICLE 2

Neighborhood Designation

The Additional Property shall be designated as a Neighborhood which shall be known as "Vintage Oaks at The Vineyard Unit One".

ARTICLE 3

Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Vintage Oaks at The Vineyard Unit One:

3.1 Lot Construction. No Lot shall contain more than one dwelling. The dwelling contained on the Lot shall meet the following standards:

All dwellings must have no less than twenty three hundred (2300) square feet of living area, excluding porches and garages, except for Lots 50 through 100, which shall have no less than twenty seven hundred (2700) square feet of living area, excluding porches and garages. Any lot that has frontage on or is adjacent to Vintage Oaks Parkway, shall have no less than twenty seven hundred (2700) square feet of living area, excluding porches and garages and no more than thirty seven hundred (3700) square feet of living area, excluding porches and garages. One and one-half (1 ½) and two (2) story houses must have no less than two thirds (2/3) of living area, excluding porches and garages, on the ground floor. All improvements, including but not limited to the dwelling, must be constructed using new material and must be comprised of one hundred percent (100%) masonry exterior. All chimneys must have a masonry exterior.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, located on it. Said Lots may have a guesthouse/servant's quarters so long as such guesthouse/servant's quarters: (i) contains a minimum of five hundred (500) square feet, and shall be no larger than 40% of the main dwellings livable square footage, and (ii) is built during or after completion of construction of the dwelling. A detached garage, guest/servant house, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. A pool house or cabana shall not be considered a separate building for the purposes of this paragraph and shall be no larger than twenty percent (20%) of the main dwelling, based on square footage of living area. Detached garages, guest/servants houses and

workshops must be erected, altered or placed on the property, either during or after construction of the dwelling and shall be no larger than forty percent (40%) of the main dwelling, based on square footage of living area. Workshops, guests/servant houses, barns and detached garages may be the same height as the dwelling, but no taller. Improvements on all Lots must be built on a concrete slab constructed with concrete and rebar and/or on a pier foundation, with the masonry (in the percentages required above) and roofs matching the masonry and roof of the dwelling. The term "masonry" shall not include "hardiplank" material, or brick (brick may be used as an accent only), aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All shingle roofs must have a minimum thirty (30) year life. Lots 50 through 100 and any Lot that has frontage on or is adjacent to Vintage Oak Parkway are required to have a tile or metal roof. All dwellings must have a garage, whether detached or attached, and such garage must hold a minimum of two (2) cars and a maximum of four (4) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways. No carports shall be allowed. Porticos may be allowed by the Architectural Review Board or appropriate architectural control reviewing body on a case-by-case basis. Construction of all dwellings and other improvements commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the date of commencement.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, asphalt or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit.

3.3 Landscaping. All homes must be landscaped. (See Design Guidelines for details.)

3.4 Propane Tank. Propane Storage Tanks must be buried in the ground or fully screened off with masonry matching the masonry of the dwelling

ARTICLE 4

Amendment to Supplemental Declaration

4.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration.

4.2 By Members. In addition to the requirements of Section 15.2(b) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots subject to this Supplemental Declaration.

ARTICLE 5
Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

DECLARANT: BLUEGREEN SOUTHWEST ONE, L.P.
a Delaware limited partnership
by BLUEGREEN SOUTHWEST LAND, INC., a Delaware Corporation.

By: _____

Title: Vice President, Bluegreen Southwest Land, Inc.

STATE OF TEXAS

COUNTY OF HAYS

This instrument was acknowledged before me on the 8th day of January, 2007, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

Patricia D. Shirley
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas by Document # 200706000394, and to which plat reference is hereby made for a more particular description of said land.

Doc# 200706000772
Pages 4
01/08/2007 3:28PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $48.12

Joy Streater

Doc# 200706000772

H/C

Cross-reference to Clerk's Doc. #200706000771
Comal County, Texas Real Property Records.

FIRST AMENDMENT TO THE
FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
VINTAGE OAKS AT THE VINEYARD UNIT ONE

THIS FIRST AMENDMENT TO THE FIRST SUPPLEMENTAL DECLARATION is made as of the date listed below, by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One under Comal County Clerk's Document # 200706000771 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One (hereinafter the "First Supplement") on or about January 8, 2007 and the First Supplement was filed under Comal County Clerk's Document #200706000772 Official Public Records of Comal County, Texas;

WHEREAS, due to a change in the naming of roads and roadways as required by Comal County, Texas, portions of the First Supplement must be amended to reflect the name of the roadway as Vintage Way and not Vintage Oaks Parkway.

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached to the First Supplement which is incorporated herein by reference (the "Additional Property"); and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "B" to the Declaration, which is also incorporated herein by reference as if set forth in full; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this First Amendment to the First Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this First Amendment to the First Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this First Amendment to the First Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration.

ARTICLE 1
Definitions

The definitions set forth in Article 1 of the Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein.

ARTICLE 2
Neighborhood Designation

The Additional Property shall be designated as a Neighborhood which shall be known as "Vintage Oaks at The Vineyard Unit One".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Vintage Oaks at The Vineyard Unit One:

3.1 Lot Construction. No Lot shall contain more than one dwelling. The dwelling contained on the Lot shall meet the following standards:

All dwellings must have no less than twenty three hundred (2300) square feet of living area, excluding porches and garages, except for Lots 50 through 100, which shall have no less than twenty seven hundred (2700) square feet of living area, excluding porches and garages. Any lot that has frontage on or is adjacent to Vintage Way, shall have no less than twenty seven hundred (2700) square feet of living area, excluding porches and garages and no more than thirty seven hundred (3700) square feet of living area, excluding porches and garages. One and one-half (1 ½) and two (2) story houses must have no less than two thirds (2/3) of living area, excluding porches and garages, on the ground floor. All improvements, including but not limited to the dwelling, must be constructed using new material and must be comprised of one hundred percent (100%) masonry exterior. All chimneys must have a masonry exterior.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, located on it. Said Lots may have a detached garage, guesthouse or servant's quarters so long as such detached garage, guesthouse or servant's quarters: (i) contains a minimum of five hundred (500) square feet, and shall be no larger than 40% of the main dwellings based on square footage of living area., and (ii) is built during or after completion of construction of the dwelling. A detached garage, guest/servant house, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. A pool house or cabana shall not be considered a separate building for the purposes of this paragraph and shall be no larger than twenty percent (20%) of the main dwelling, based on square footage of living area. Workshops, guests/servant houses, barns and detached garages may be the same height as the dwelling, but no taller. Improvements on all Lots must be built on a concrete slab constructed with concrete and rebar and/or on a pier foundation, with the masonry (in the percentages required above) and roofs matching the masonry and roof of the dwelling. The term "masonry" shall not include "hardiplank" material, or brick (brick may be used as an accent only), aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All shingle roofs must have a minimum thirty (30) year life. Lots 50 through 100 and any Lot that has frontage on or is adjacent to Vintage Way are required to have a tile or metal roof. All dwellings must have a garage, whether detached or attached, and such garage must hold a minimum of two (2) cars and a maximum of four (4) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways. No carports shall be allowed. Porticos may be allowed by the Architectural Review Board or appropriate architectural control reviewing body on a case-by-case basis. Construction of all dwellings and other improvements commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the date of commencement.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, asphalt or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit.

3.3 Landscaping. All homes must be landscaped. (See Design Guidelines for details.)

3.4 Propane Tank. Propane Storage Tanks must be buried in the ground or fully screened off with masonry matching the masonry of the dwelling

ARTICLE 4
Amendment to Supplemental Declaration

4.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration.

4.2 By Members. In addition to the requirements of Section 15.2(b) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots subject to this Supplemental Declaration.

ARTICLE 5
Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the First Supplemental Declaration on this the 11th day of April, 2007.

DECLARANT: BLUEGREEN SOUTHWEST ONE, L.P.
a Delaware limited partnership
by and through its General Partner
BLUEGREEN SOUTHWEST LAND, INC.,
a Delaware Corporation.

By: _____
Jack H. Dean, Vice President
BLUEGREEN SOUTHWEST LAND, INC.

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 11th day of April, 2007, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

Patricia D. Shirley
Notary Public, State of Texas

PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by M & S Engineering, a copy of which plat was recorded on January 4, 2007, in the real property records of Comal County, Texas by Document # 200706000394, and to which plat reference is hereby made for a more particular description of said land.

Doc# 200706015464
Pages 4
04/11/2007 1:51PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $28.84

Joy Streater

Doc# 200706015464

5/C ②

Doc# 200706027104

Cross-reference to Clerk's Doc. #200706000771
Comal County, Texas Real Property Records.

SECOND AMENDMENT TO THE
FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
VINTAGE OAKS AT THE VINEYARD UNIT ONE

THIS SECOND AMENDMENT TO THE FIRST SUPPLEMENTAL DECLARATION is made as of the date listed below, by Bluegreen Southwest One, L.P., a Delaware limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One under Comal County Clerk's Document # 200706000771 in the Official Public Records of Comal County, Texas (herein referred to as the "Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One (hereinafter the "First Supplement") on or about January 8, 2007 and the First Supplement was filed under Comal County Clerk's Document #200706000772 Official Public Records of Comal County, Texas;

WHEREAS, Declarant prepared and filed of record that certain First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One under Clerk's Doc. # 200706015464 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, due to a change in the naming of roads and roadways as required by Comal County, Texas, portions of the First Supplement must be amended to reflect the name of the roadway as Vintage Way and not Vintage Oaks Parkway.

WHERES, a portion of Unit One, Vintage Oaks at the Vineyard is gated with private streets being Lots 50 – 100, Vintage Oaks at the Vineyard, Unit One known as "The Bordeaux" that requires additional restrictions and assessments for maintenance and upkeep of The Bordeaux; and

WHEREAS, Declarant is the owner of the real property described on Exhibit "A" attached to the First Supplement which is incorporated herein by reference (the "Additional Property"); and

WHEREAS, the Additional Property is a portion of that property described on Exhibit "B" to the Declaration, which is also incorporated herein by reference as if set forth in full; and

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Second Amendment to the First Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Second Amendment to the First Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal

representatives, successors, successors-in-title and assigns. The provisions of this Second Amendment to the First Supplemental Declaration shall be binding upon in accordance with the terms of the Declaration.

ARTICLE 1
Definitions

The definitions set forth in Article 1 of the Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein.

ARTICLE 2
Neighborhood Designation

The Additional Property shall be designated as a Neighborhood which shall be known as "Vintage Oaks at The Vineyard Unit One".

ARTICLE 3
Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Declaration, the following shall apply to Vintage Oaks at The Vineyard Unit One:

3.1 Lot Construction. No Lot shall contain more than one dwelling. The dwelling contained on the Lot shall meet the following standards:

All dwellings must have no less than twenty three hundred (2300) square feet of living area, excluding porches and garages, except for Lots 50 through 100, which shall have no less than twenty seven hundred (2700) square feet of living area, excluding porches and garages. Any lot that has frontage on or is adjacent to Vintage Way, shall have no less than twenty seven hundred (2700) square feet of living area, excluding porches and garages and no more than thirty seven hundred (3700) square feet of living area, excluding porches and garages. One and one-half (1 ½) and two (2) story houses must have no less than two thirds (2/3) of living area, excluding porches and garages, on the ground floor. All improvements, including but not limited to the dwelling, must be constructed using new material and must be comprised of one hundred percent (100%) masonry exterior. All chimneys must have a masonry exterior.

Lots consisting of two (2) acres or less shall have no more than two (2) buildings, with the dwelling being considered as one building. A Lot consisting of more than two (2) acres may have a maximum of three (3) buildings, including the dwelling, located on it. Said Lots may have a detached garage, guesthouse or servant's quarters so long as such detached garage, guesthouse or servant's quarters: (i) contains a minimum of five hundred (500) square feet, and shall be no larger than 40% of the main dwellings based on square footage of living area., and (ii) is built during or after completion of construction of the dwelling. A detached garage, guest/servant house, barn, workshop, etc., shall each be considered as a separate building for purposes of this paragraph. A pool house or cabana shall not be considered a separate building for the purposes of this paragraph and shall be no larger than twenty percent (20%) of the main dwelling, based on square footage of living area. Workshops, guests/servant houses, barns and detached garages may be the same height as the dwelling, but no taller. Improvements on all Lots must be built on a concrete slab constructed with concrete and rebar and/or on a pier foundation, with the masonry (in the percentages required above) and roofs matching the masonry and roof of the dwelling. The term "masonry" shall not include "hardiplank" material, or brick (brick may be used as an accent only), aluminum, asbestos, plywood, concrete block, or vinyl or metal siding. All shingle roofs must have a minimum thirty (30) year life. Lots 50 through 100 and any Lot that has frontage on or is adjacent to Vintage Way are required to have a tile or metal roof. All dwellings must have a

garage, whether detached or attached, and such garage must hold a minimum of two (2) cars and a maximum of four (4) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways. No carports shall be allowed. Porticos may be allowed by the Architectural Review Board or appropriate architectural control reviewing body on a case-by-case basis. Construction of all dwellings and other improvements commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the date of commencement.

3.2 Driveways. Driveways must be surfaced with either concrete, exposed aggregate, brick pavers, asphalt or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit.

3.3 Landscaping. All homes must be landscaped. (See Design Guidelines for details.)

3.4 Propane Tank. Propane Storage Tanks must be buried in the ground or fully screened off with masonry matching the masonry of the dwelling

ARTICLE 4
Neighborhood Assessments for The Bordeaux

4.1 Lots 50 - 100, Vintage Oaks at the Vineyard, Unit One shall have private roads and the assessment for maintaining the roads shall be borne by only Lots 50 – 100, inclusive, Vintage Oaks at the Vineyard, Unit One lot owners and not the full Association.

4.2 Additionally, owners of Lots 50 – 100, Vintage Oaks at the Vineyard, Unit One (hereinafter "The Bordeaux") shall be responsible for the expenses associated with the private road repair, gate maintenance repairs and entry system that shall be paid out of the Neighborhood Assessment listed below.

4.3 Lots 50 – 100, inclusive, Vintage Oaks at the Vineyard, Unit One (The Bordeaux), shall be subject to a Neighborhood Assessment for the benefit and use within the Neighborhood designated as "The Bordeaux" only. The initial Neighborhood Assessment shall be THREE HUNDRED AND NO/100 DOLLARS ($300.00) per year, which may be amended and modified by the Association as needed or required in the future, but in no event may the assessment specific to The Bordeaux be increased by more than 10% per year. Such Neighborhood Assessment shall be in addition to the annual assessment due and payable to the Association for the general upkeep of the entire development and as described in Article 8 of the Master Declaration.

4.4 The Association shall have the right to levy, fine and lien the owners of The Bordeaux for non-payment of the Neighborhood Assessment as stated in the Master Restrictions for non-payment of Association Fees and/or Assessments.

ARTICLE 5
Amendment to Supplemental Declaration

5.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 15.2(a) of the Declaration.

5.2 By Members. In addition to the requirements of Section 15.2(b) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots subject to this Supplemental Declaration.

ARTICLE 6
Declaration

Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Second Amendment to the First Supplemental Declaration on this the 27th day of June, 2007 and such Second Amendment entirely replaces and amends Document # 200706000772 and Document # 200706015464, Official Real Property Records of Comal County, Texas..

DECLARANT: BLUEGREEN SOUTHWEST ONE, L.P.
a Delaware limited partnership
by and through its General Partner
BLUEGREEN SOUTHWEST LAND, INC.,
a Delaware Corporation.

By: _____
Jack H. Dean, Vice President
BLUEGREEN SOUTHWEST LAND, INC.

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the 27th day of June, 2007, by Jack Dean, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

PATRICIA D. SHIRLEY
Notary Public, State of Texas
My Commission Expires
SEPTEMBER 20, 2009

_____
Notary Public, State of Texas

EXHIBIT "A"

Additional Property

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey made by M & S Engineering, a copy of which plat was recorded on January 4, 2007, in the real property records of Comal County, Texas by Document # 200706000394, and to which plat reference is hereby made for a more particular description of said land. Lots 50 through 100 shall be referred to as the neighborhood known as "The Bordeaux."

This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Doc# 200706027104
Pages 5
06/28/2007 3:35PM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees $28.96

Joy Streater

Doc# 200706027104

1
C

200906002132 01/16/2009 10:24:38 AM AFFIDAVIT 1/1

NOTICE TO PROSPECTIVE PURCHASERS OF VINTAGE OAKS AT THE VINEYARD SUBDIVISION LOTS REGARDING PROPERTY OWNER ASSOCIATION, SUBDIVISION RESTRICTIONS, RESALE CERTIFICATES AND TRANSFER FEES

This Management Certificate is recorded pursuant to Section 209.004, Property Code, and is as follows:

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC. (the "Association") notifies all prospective purchasers of lots in VINTAGE OAKS AT THE VINEYARD Subdivision as follows:

1. Before finalizing the purchase of any lot in VINTAGE OAKS AT THE VINEYARD, please be aware that you are, as a matter of law, on notice of all the contents of the VINTAGE OAKS AT THE VINEYARD Declaration of Covenants, Conditions and Restrictions, filed of record in Document No. 200706000771, of the Official Records of Comal County, Texas as amended and all Supplemental Declarations of record (the "Declarations") and the Association's by-laws. Such documents are binding upon all lot owners and membership in the Association is mandatory for lot owners.

2. The Declarations contain limitations regarding the use of the lot and the common area by owners, tenants, and their family and guests.

3. It is recommended that you obtain copies of all the Declarations and read them prior to making a final commitment to purchase a lot in VINTAGE OAKS AT THE VINEYARD.

4. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest, and other charges. You are advised to obtain a "resale certificate" from the Association management, which will verify whether there are any unpaid amounts. The Association has authorized the managing agent to charge a $100.00 fee for preparing a "resale certificate".

5. The Association has authorized the managing agent to charge a "transfer fee" of $50.00 for the sale of any developed lot. The buyer at closing may pay this fee. All closing officers are asked to contact the managing agent to obtain further material to be presented to the buyer at closing.

6. Until changed by notice recorded in the Official Records of Comal County, Texas, the address and telephone number of the managing agent for the Association for purposes of obtaining resale certificates, copies of documents, and information about delinquent sums owed to the Association by lot owners selling their lots, are as follows:

Bluegreen Southwest Land Inc
Attention: Trish Shirley
1114 Vintage Way
New Braunfels TX 78132
830-885-0070
830-885-0071 fax

Dated this 14th day of January, 2009

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: Stephen Davis
Print Name: Stephen Davis
Title: Managing Agent

STATE OF TEXAS
COUNTY OF TARRANT

This instrument was acknowledged before me on January 14th, 2009, by Stephen Davis, as managing agent for the PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC. a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.

Lauren Langston
Notary Public for the State of Texas
Printed Name of Notary Lauren Langston
My Commission Expires Feb 8, 2012

LAUREN LANGSTON
Notary Public, State of Texas
My Commission Expires
February 08, 2012

After recording return to:
Bluegreen Southwest Land Inc
1114 Vintage Way
New Braunfels TX 78132

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
01/16/2009 10:24:38 AM
CASHFOUR
200906002132

Joy Streater

201106015872 05/10/2011 08:11:03 AM 1/1

NOTICE TO PROSPECTIVE PURCHASERS OF VINTAGE OAKS SUBDIVISION LOTS REGARDING HOMEOWNER ASSOCIATION, SUBDIVISION RESTRICTIONS, RESALE CERTIFICATES AND TRANSFER FEES

This Management Certificate is recorded pursuant to Section 209.004, Property Code, and is as follows:

The Property Owners Association of Vintage Oaks, Inc. (the "Association") notifies all prospective purchasers of lots in the Property Owners Association of Vintage Oaks Subdivision ("Vintage Oaks") as follows:

1. Before finalizing the purchase of any lot in Vintage Oaks, please be aware that you are, as a matter of law, on notice of all the contents of Vintage Oaks Declaration of Covenants, Conditions and Restrictions, filed of record in Document No. 20070600771, of the Official Records of Comal County, Texas as amended and all Supplemental Declarations of record (the "Declarations") and the Association's by-laws. Such documents are binding upon all lot owners and membership in the Association is mandatory for lot owners.

2. The Declarations contain limitations regarding the use of the lot and the common area by owners, tenants, and their family and guests.

3. It is recommended that you obtain copies of all the Declarations and read them prior to making a final commitment to purchase a lot in Vintage Oaks.

4. At the time of purchase, a lot may be subject to a lien for assessments and other sums previously unpaid by the prior owner(s), including attorney's fees, interest, and other charges. You are advised to obtain a "resale certificate" from the Association management, which will verify whether there are any unpaid amounts. The Association has authorized the managing agent to charge a $100.00 fee for preparing a "resale certificate".

5. The Association has authorized the managing agent to charge a "transfer fee" of $200.00 for the sale of any developed lot. The buyer at closing may pay this fee. All closing officers are asked to contact the managing agent to obtain further material to be presented to the buyer at closing.

6. Until changed by notice recorded in the Official Records of Comal County, Texas, the address and telephone number of the managing agent for the Association for purposes of obtaining resale certificates, copies of documents, and information about delinquent sums owed to the Association by lot owners selling their lots, are as follows:

Plateau Property Management Company
Attn: Rosalyn Peterson
P. O. Box 92585
Austin, Texas 78709-2585
(512) 441-1041 – Telephone
(512) 287-4342 – Fax

Dated this 6th day of May, 2011

PROPERTY OWNERS ASSOCIATION
OF VINTAGE OAKS, INC.

By: Rosalyn Peterson
Print Name: Rosalyn Peterson
Title: Managing Agent

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on May 6, 2011, by Rosalyn Peterson as managing agent for Vintage Oaks, a nonprofit corporation incorporated under the laws of the State of Texas, on behalf of said corporation.

BILLIE J. KELLEY
MY COMMISSION EXPIRES
November 1, 2011

Billie J. Kelley
Notary Public for the State of Texas
Printed Name of Notary Billie J. Kelley
My Commission Expires 11/01/11

After recording return to:
Plateau Property Management Company
P. O. Box 92585
Austin, Texas 78709-2585

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
05/10/2011 08:11:03 AM
CASHTHREE
201106015872

Joy Streater

201106044284 12/27/2011 11:37:02 AM 1/12

CROSS REFERENCE TO COMAL COUNTY CLERK'S DOCUMENT #200706000771

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS

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

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS is made this 21st day of December, 2011, by BLUEGREEN SOUTHWEST ONE, L.P., a Delaware limited partnership, duly authorized to do business in the State of Texas (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant prepared and filed of record that certain Declaration of Covenants, Conditions and Restrictions for VINTAGE OAKS under Clerk's Document #200706000771 in the Official Public Records of Comal County, Texas (herein referred to as the "Master Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for VINTAGE OAKS UNIT 1, under Clerk's Document # 200706000772 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "First Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain First Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for VINTAGE OAKS UNIT 1 under Clerk's Document # 200706015464 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "First Amendment to Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Second Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for VINTAGE OAKS UNIT 1 under Clerk's Document # 200706027104 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Second Amendment to Supplemental Declaration"); and

WHEREAS, Declarant prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for VINTAGE OAKS UNIT 2 under Clerk's Document #200706040721 in the Official Public Records of Comal County, Texas (hereinafter referred to as the "Second Supplemental Declaration"); and

WHEREAS, the Texas State Legislature passed several laws that affected Property Owner Associations during its 82nd Legislative Session; and

WHEREAS, pursuant to the terms of Section 13.5 of the Declaration, the Declarant reserves the right at any time, and from time to time, prior to the termination of the Class "B" Control Period, without the joinder or consent of any Owner or other party, to amend or supplement the Declaration by an instrument in writing duly signed, acknowledged and filed of record; and

WHEREAS the termination of the Class "B" Control Period has not occurred and Declarant has determined that to further the general plan and scheme of development as evidenced by the Declaration, it is desirable to execute and file this First Amendment to the Master Declaration (hereinafter referred to as the "First Amendment") for the purpose of modifying the Master Declaration and placing additional conditions, covenants and restrictions upon and against the Properties for the benefit of current and future Owners and to

further the common scheme of development for Vintage Oaks pursuant to the provisions of amendments to the Texas Property Code passed by the Texas State Legislature (hereinafter referred to as the "Legislature");

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant hereby subjects the real property described in the Master Declaration to this First Amendment, which shall apply to such property in addition to the provisions of the Master Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this First Amendment, the First Supplemental Declaration, the First Amendment to Supplemental Declaration, the Second Amendment to Supplemental Declaration, the Second Supplemental Declaration and the Master Declaration, all of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this First Amendment shall be binding upon in accordance with the terms of the Master Declaration. If there is a discrepancy between this First Amendment and the Master Declaration, such terms and conditions of the First Amendment shall control.

ARTICLE 1
ELECTIONS POLICY

The Legislature has amended the requirements for the holding of elections by Property Owners Associations and the procedures for voting on issues presented to the members of such Associations. The purpose of this policy is to clarify the requirements for such election and voting. In the event of conflict between this Policy and applicable law, it is the intent of the Association that applicable law shall control.

Qualifications of Board Members

Any member of the Association may run for a place on the Board of Directors or serve as Director *except a person who has been convicted of a felony or crime involving moral turpitude who shall be permanently ineligible to serve as a Director. Evidence of such a conviction must be established by written, documented evidence from records maintained by a governmental law enforcement authority.*

The fact that a person is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not be a bar to running for or service on the Board of Directors of the Association.*

Voting Procedures

The fact that any Member of the Association is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not disqualify the Member from voting on any matter submitted to the Members of the Association.*

Voting rights of a Member of the Association may be exercised in the following ways:

1. In person or by proxy at a meeting of the POA;
2. By absentee ballot in the manner provided by applicable law. The Association shall provide an absentee ballot which contains each proposed action and provides for a vote for or against each proposed action. The casting of an absentee ballot may be limited because if there are amendments to a proposed ballot item the absentee ballot will not be counted on the final vote on the measure;
3. By "electronic ballot". The casting of an electronic ballot may be limited because if there are amendments to a proposed ballot item the electronic ballot will not be counted on the final vote on the measure. An electronic ballot means a ballot given by email, facsimile or posting

on an internet website established for that purpose *when the identity of the owner casting the ballot can be confirmed and the owner can receive a receipt of the electronic transmission and receipt of the owner's ballot. The Association shall send a notice of the posting of an electronic ballot to each Owner containing instructions on the procedure for obtaining access to the ballot.*

Ballots must be written and signed by the Member voting. Electronic ballots shall be deemed written and signed.

Written and signed ballots are not required for uncontested races.

ARTICLE 2
FLAG DISPLAY

Pursuant to the provisions of new Texas Property Code Section 209.011, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain "Flags" as defined herein, within the Vintage Oaks subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Flag" or "Flags" shall mean the following:

1. The flag of the United States of America;
2. The flag of the State of Texas;
3. An official or replica flag of any branch of the United States armed forces;

Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

1. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
2. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code;
3. Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag;
4. A flag pole attached to a dwelling (which may not exceed six feet (6') in length) or any freestanding flagpole shall be constructed of durable, long-lasting materials, with a finish appropriate to the materials and harmonious with the dwelling. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances;
5. The display of any allowed flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements and setbacks of record;
6. All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair;
7. There may be no more than one flagpole per property upon which one or more allowed flags may be displayed;
8. The individual flags may not exceed 3 by 5 feet in size;
9. The single allowed flagpole shall not exceed twenty feet in height (if a freestanding flagpole) or six feet in length if the flagpole is attached to a dwelling and must be placed within 10' of the dwelling perimeter.

Applications for approval of the installation and display of all flags subject to this Policy shall be submitted to the Association's Architectural Review Board (the "ARB") in the same manner as applications for approval of other Improvements within the subdivision.

An application which meets all of the requirements set out herein shall be deemed approved by the ARB thirty (30) days from the date the Owner's application is received by the Association, unless the ARB notifies the Owner in writing within the thirty day (30) period that additional information is required or that one or more standards have, in the opinion of the ARB, not been properly established in the application.

The ARB may deny an application for, or impose reasonable restrictions on, the installation and display of flags that do not meet one or more of the required standards. The ARB may impose reasonable additional restrictions on the placement or display of a flag in order to minimize any adverse impact on adjacent property owners, to abate noise caused by an external halyard and to regulate the size, location and intensity of any lights used to illuminate a displayed flag.

All ARB findings shall be in writing.

ARTICLE 3
PAYMENT PLAN POLICY

Pursuant to the provisions of new Texas Property Code Section 209.0062 and in order to properly provide for the timely and efficient collection of assessments levied by the Association, the Board shall levy regular and/or special assessments in the manner required by the Association's governing documents, including its Articles of Incorporation/Certificate of Formation and Bylaws, and the restrictive covenants applicable to the Vintage Oaks subdivision, all of which are duly recorded in the Official Public Records of Comal County, Texas.

The Board shall establish a due date for the payment of all assessments levied by the Association.

The Association shall send written notice of the amount of the assessment and the due date for payment of the assessment to all persons responsible for payment of the same no less than thirty (30) days before the due date.

Payment Plans
The notice of assessment shall include information on the availability of Payment Plans as an alternative method of payment for the Assessments.

The term of any payment plan shall be three (3) months from the date of the owner's request for a payment plan.

All payment plans must be in writing, signed by one or more owners of the property subject to the assessments, be approved and signed by an officer or agent of the Association and shall provide that the owner pay all future assessments when due in addition to meeting the terms of the payment plan.

No monetary penalties shall accrue on balances while a payment plan is in good standing, but reasonable costs for administering the plan and interest on the account shall continue to accrue.

Interest shall accrue on all unpaid amounts at 18% or maximum allowed by law.

Any qualified owner who wishes payment plan terms other than those set out above shall submit a request for such a plan with information supporting the need for alternate plan and the Board may deny or approve such a plan in the board's discretion.

The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan within two years of the owner's original payment plan default.

The Board may, in its sole discretion, enter into a payment plan with an owner who has previously defaulted.

Except as otherwise authorized by law, payment received by the Association from an owner shall be applied to the owner's debt in the following order of priority:

1. Any delinquent assessment;
2. Any current assessment;
3. Any attorney's fees or third party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;
4. Any attorney's fees incurred by the Association that are not subject to the preceding subpart;
5. Any fines assessed by the Association
6. Any other amounts owed to the Association.

ARTICLE 4
RAINWATER COLLECTION SYSTEM REVIEW AND APPROVAL POLICY

Pursuant to the provisions of amended Texas Property Code Section 202.007, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Rainwater Collection System" ("System") within the Vintage Oaks subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Rainwater Collection System" shall mean a system or series of mechanisms designed primarily to collect rainwater for subsequent use by the Owner on the Owner's property.

Applications for installation of any Rainwater Collection System shall be submitted to the ARB in the same manner as applications for approval of any other Improvement.

The System shall be reviewed by the ARB within thirty (30) days from the date of the ARB's receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been established.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of a System that does not meet one or more of the required standards established by the Association. All ARB findings shall be in writing.

An Owner shall be entitled to submit an application to the Association seeking approval for the installation of a rain barrel or rainwater harvesting system.

Any such system shall:

1. be of a color, finish and texture consistent, in the reasonable opinion of the ARB, with the color scheme of the property owner's home;
2. not display any language or other content that is not typically displayed on such barrel or system as it is manufactured;
3. shall not be located on property owned by the Association or on property owned in common by the members of the Association or located between the front of the property owners' home and an adjoining or adjacent street;
4. to the greatest extent reasonably possible, be located and/or shielded so as to minimize the visual impact of the installation on adjacent properties, lots and common areas;
5. shall be constructed of a non-reflective material;

6. shall not exceed eight feet (8') in height; and
7. shall be screened from view by landscaping.

The Association may regulate the size, type and shielding of, and the materials used in the construction of, a rain barrel, rainwater harvesting device or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another lot or a common area if:

1. the restriction does not prohibit the economic installation of the device or appurtenance on the owner's property; and
2. there is reasonably sufficient area on the owner's property in which to install the device or appurtenance.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of a system which does not meet one or more of the foregoing standards.

ARTICLE 5
RECORD PRODUCTION AND COPYING POLICY

Pursuant to the provisions of Texas Property Code Section 209.005:

Requests for Production of or Access to Books and Records

Books and Records of the Association shall be made available to the extent and in the manner provided by Texas Property Code Section 209.005. Certain Books and Records of the Association shall be confidential and are not subject to disclosure or production as provided by Texas Property Code Section 209.005(k).

The Association shall make the books and records of the Association reasonably available for inspection

1. by an owner; or
2. a person designated by the owner as the owner's agent, attorney or certified public accountant.

The books and records of the Association do not include an attorney's files related to the property owner's association except in the limited manner provided by Texas Property Code Section 2009.005(d).

An owner or owner's agent must submit a written request for access or information by certified mail to the Association at the mailing address of the Association or authorized representative found in the most current management certificate filed in the Official Public Records of the County. The written request must identify with sufficient detail the association books and records requested and the requestor must elect to either (1) inspect the books and records before obtaining copies or (2) have the association forward copies of the requested books and records.

The Association shall allow access to or provide copies of its books and records required by law to the extent that the requested books and records are in the possession, custody or control of the Association.

If access to the records is requested, the Association shall reply to the requestor within ten (10) business days from the date that the written request is received by the Association. In its reply the Association shall give the requestor dates during normal business hours when the records may be reviewed.

If copies of identified books and records are requested, the Association shall produce the requested books and records within ten (10) business days of the Association's receipt of the written request unless, on or before the tenth (10^{th}) business day, the Association informs the requestor that the Association is unable to provide the requested books and records before the deadline and informs the requestor of a date when the books and

records will be sent or made available for inspection. The date shall not be more than fifteen (15) business days after the date that the notice to the requestor is sent.

All inspections shall take place at a mutually agreed upon time during normal business hours.

The Association may produce records in hard copy, electronic or other format reasonably available to the Association.

Costs for Production of Records

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.

Labor charge for locating, compiling, manipulating data, and reproducing 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:
4. When confidential information 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 non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, 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.

5. 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.

Overhead charge.

1. Whenever any labor charge is applicable to a request, the Association 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 the Association 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.
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.

Remote document retrieval charge.
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.

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.

Postal and shipping charges.
The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

Miscellaneous charges:
The Association 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.

The Association shall have the right to require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are greater or lesser than the actual costs the Association shall submit a final invoice to the requestor within 30 business days of the date that the information is delivered. If the estimated costs exceed the actual costs the Association shall refund the excess funds to the requestor not later than thirty (30) business days after the final invoice is sent to the owner. If the actual costs exceed the estimated costs, the requestor shall pay the amount due to the Association before the thirtieth (30^{th}) business day from the date that the invoice is sent to the requestor/owner. If not timely paid, the charges may be added to the owner's account as an assessment.

ARTICLE 6
RECORDS RETENTION POLICY

Pursuant to the provisions of Texas Property Code Section 209.005(m)

1. Certificates of Formation/Articles of Incorporation, bylaws, restrictive covenants and all amendments

to any of the same shall be retained permanently;
2. Financial books and records of the Association shall be retained for seven (7) years;
3. Account records of current owners shall be retained for five (5) years;
4. Contracts to which the Association is a party shall be retained for four (4) years after the expiration of the contract term;
5. Minutes of meetings of owners and the Board of Directors of the Association shall be retained for seven (7) years;
6. Tax returns and audit records shall be retained for seven (7) years;

ARTICLE 7
RELIGIOUS ITEM DISPLAY REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.018, The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation and display of one or more "Religious Items" ("Item") on the entry to the owner's or resident's dwelling within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Religious Item" shall mean an item, on the entry to the owner's or resident's dwelling, *the display of which is motivated by the owner's or resident's sincere religious belief.*

Applications for installation of any Religious Item shall be submitted to the ARB in the same manner as applications for approval of any other Improvement.

In considering applications for the installation and display of such items, the members of the ARB shall reasonably accept that all such applications are motivated by the sincere religious belief of the applicant.

The ARB may deny an application for approval which:

1. Threatens the public health or safety; or
2. Violates a law; or
3. Contains language, graphics, or any display that is patently offensive to a passerby of reasonable sensitivities; or
4. Is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
5. Individually or in combination with other religious items displayed or to be displayed on the entry door or door frame has a total size of greater than twenty-five (25) square inches

An application for display of a Religious Item shall be deemed approved by the ARB thirty (30) days from the date of the ARB's receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been established.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of Religious Items that do not meet one or more of the required standards. All ARB findings shall be in writing.

ARTICLE 8
ROOFING MATERIALS REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.011, the purpose of this policy is to

provide for the timely and efficient review by the Association of applications for installation of certain Roofing Materials, as defined herein, within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "roofing materials" shall mean shingles proposed to be installed on the roof of the Owner's home or authorized outbuilding located on the Owner's property within the subdivision, when the shingles meet the following standards:

1. They 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; and
2. when installed:
    a) resemble the shingles used or otherwise authorized for use on property within the subdivision;
    b) are more durable than and are of equal or superior quality to the shingles provided in Paragraph (A); and
    c) match the aesthetics of the property surrounding the owner's property.

Applications for installation of such Roofing Materials shall be submitted to the ARB in the same manner as applications for approval of any other Improvement. The ARB may require that the Owner/applicant provide supporting documentation from the manufacturer of the shingle which establishes that the proposed installation meets the above described standards.

An application which meets all of the following conditions shall be deemed approved by the ARB thirty (30) days from the date of the ARB's receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been established.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of roofing materials that do not meet one or more of the required standards. All ARB findings shall be in writing.

ARTICLE 9
SOLAR ENERGY DEVICE REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.010, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Solar Energy Device" ("SED") within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Solar Energy Device" shall mean 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.

Applications for installation of any Solar Energy Device shall be submitted to the ARB in the same manner as applications for approval of any other Improvement.

An application which meets all of the requirements set out below shall be deemed approved by the ARB thirty (30) days from the date the Owner's application is received by the ARB, unless the ARB notifies the Owner in

writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been properly established in the application.

1. If installed on the roof of the Owner's home, the SED, as installed is
   a) located on the roof of the Owner's home,
   b) the SED does not extend higher than or beyond the roofline,
   c) the SED conforms to the slope of the roof,
   d) the SED has a top edge that is parallel to the roofline, and
   e) the SED has a frame, support bracket or visible wiring or piping that is in a silver, bronze or black tone commonly available in the marketplace and is appropriate to the materials and harmonious with the dwelling.

2. If installed in a fenced yard or patio owned and maintained by the Owner, the SED as installed may not exceed the height of a fence which meets applicable height requirements in the governing documents of the Association or restrictive covenants applicable to the subdivision.

3. The ARB reserves the right to require additional screening as necessary.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of an SED that:

1. As adjudicated by a Court, threatens the public health or safety or violates a law;
2. Is located on property owned or maintained by the Association;
3. Is located on property owned in common by the members of the Association;
4. Is located in an area on the Owner's property other than the roof of the home or in a fenced yard or patio owned and maintained by the Owner;
5. Does not meet all requirements for installation of the SED on a roof or in a fenced yard or patio owned and maintained by the Owner as set out above;
6. Was installed without prior approval of the ARB;
7. The ARB finds that placement of the SED as proposed will substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The finding may not be made if the written approval of the proposed placement of the device by all property owners of adjoining property is provided by the Owner/applicant.

ARTICLE 10
Declaration

Except as specifically amended hereby, the Master Declaration and all terms thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this First Amendment to the Master Declaration the day and year first above written.

DECLARANT: BLUEGREEN SOUTHWEST ONE, L.P.
a Delaware limited partnership
by its General Partner BLUEGREEN SOUTHWEST LAND, INC., a Delaware Corporation

By: _____
Stephen Davis, Vice President
BLUEGREEN SOUTHWEST LAND, INC.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

The foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for VINTAGE OAKS was acknowledged before me on the 21st day of December, 2011, by Stephen Dave, Vice President of Bluegreen Southwest Land, Inc., a Delaware corporation, the general partner of Bluegreen Southwest One, L.P., a Delaware limited partnership, on behalf of said corporation.

STEPHANIE M LADA
Notary Public, State of Texas
My Commission Expires
October 14, 2014

_____
Notary Public, State of Texas

UPON RECORDING, PLEASE RETURN TO:

BLUEGREEN SOUTHWEST LAND, INC.
6060 North Central Expy Suite 138
Dallas, Texas 75206

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
12/27/2011 11:37:02 AM
CASHTWO
201106044284

Joy Streater

201206032310 09/17/2012 08:53:29 AM 1/19

19
m

Certification

I, the undersigned, do hereby certify:

THAT I am the duly authorized Manager of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the "Association") and, in such capacity, I have access to the records of the Association. The records reflect that the following Policies of the Association

Priority of Payments Policy
Board Meeting Notice Procedure Policy
Elections Policy and Procedures
Flag Display Review and Approval Policy
Payment Plan Guideline Policy
Rainwater Collection System Review and Approval Policy
Record Production and Copying Policy
Records Retention Policy
Religious Item Display Review and Approval Policy
Roofing Material Review and Approval Policy
Solar Energy Device Review and Approval Policy

attached hereto and incorporated herein for all relevant purposes were duly adopted by the Board of Directors of the Association in the manner required by the governing documents of the Association to be effective as of the date set forth on each Policy.

IN WITNESS WHEREOF, I have hereunto subscribed my name.

Rosalyn L. Peterson

Rosalyn L. Peterson

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this the 12th day September 2012 by Rosalyn L. Peterson, Manager of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said corporation.

JESSICA ALLEN ROBERSON
Notary Public, State of Texas
My Commission Expires
September 19, 2015

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, Texas 787382

PRIORITY OF PAYMENTS POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of new Texas Property Code Section 209.0063, the Board of Directors of the Association adopts this Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this Policy is to establish the Association's procedures for applying payments received by the Association from an owner in full or partial satisfaction of the owner's debt to the Association.

All such payments shall be applied to the owner's debt with the following priority:

(i) Any delinquent assessment;
(ii) Any current assessment;
(iii) Any attorney's fees or third party collection costs incurred by the association in connection with assessments or any other charge that could provide the basis for foreclosure of the association's lien against the owner's property;
(iv) Any attorneys fees that are not incurred in connection with paragraph (iii) above;
(v) Any fines assessed by the Association; and
(vi) Any other amount owed to the association.

If at the time that a payment is received by the Association the owner is in default of a payment plan with the association, *the association is not required to apply the payment in accordance with the priority set out above, except that, in applying the payment, a fine assessed by the association may not be given priority over any other amount owed to the association.*

BOARD MEETING NOTICE PROCEDURE POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of new Texas Property Code Section 209.005 (e), the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this Policy is to establish the Association's procedures for providing notice to Members of the meetings of the Association's Board of Directors.

Notices of all meetings of the Association's Board of Directors, including a general agenda of items which may be addressed at the meeting, will be:

1) Mailed to each property owner not later than the 10th day or earlier than the 60th day before the date of the meeting; OR
2) Provided at least 72 hours before the start of the meeting by:
   (A) (i) Posting the notice in a conspicuous manner reasonably designed to provide notice to property owners in a place on the Association's common property; or (ii) Posting the notice on an internet website maintained by the Association or other internet media; and
   (B) Sending the notice by email to each owner who has registered an email address with the Association.

Members are advised that Texas Property Code Section 209.0051 (f) requires them to register their email address with the Association and to update it as may be required. Failure to do so may result in the Member not receiving an email notice of the Board meeting.

ELECTIONS POLICY AND PROCEDURES

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of amendments to the Texas Property Code, the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The Legislature has amended the requirements for the holding of elections by Vintage Oaks Property Owners Associations and the procedures for voting on issues presented to the members of such Associations. The purpose of this policy is to clarify the requirements for such election and voting. In the event of conflict between this Policy and applicable law, it is the intent of the Association that applicable law shall control.

Qualifications of Board Members

Any member of the Association may run for a place on the Board of Directors or serve as Director *except a person who has been convicted of a felony or crime involving moral turpitude who shall be permanently ineligible to serve as a Director. Evidence of such a conviction must be established by written, documented evidence from records maintained by a governmental law enforcement authority.*

The fact that a person is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not be a bar to running for or service on the Board of Directors of the Association.*

Voting Procedures

The fact that any Member of the Association is delinquent in the payment of monies owed to the Association or is currently in violation of a restrictive covenant applicable to members of the Association *shall not disqualify the Member from voting on any matter submitted to the Members of the Association*

Voting rights of a Member of the Association may be exercised in the following ways:

(1) In person or by proxy at a meeting of the POA;
(2) By absentee ballot in the manner provided by applicable law. The Association shall provide an absentee ballot which contains each proposed action and provides for a vote for or against each proposed action. The casting of an absentee ballot may be limited because if there are amendments to a proposed ballot item the absentee ballot will not be counted on the final vote on the measure;
(3) By "electronic ballot". The casting of an electronic ballot may be limited because if there are amendments to a proposed ballot item the electronic ballot will not be counted on the final vote on the measure. An electronic ballot means a ballot given by email, facsimile or posting on an internet website established for that purpose *when the identity of the owner casting the ballot can be confirmed and the owner can receive a receipt of the electronic transmission and receipt of the owner's ballot. The Association shall send a notice of the posting of an electronic ballot to each Owner containing instructions on the procedure for obtaining access to the ballot.*

Ballots must be written and signed by the Member voting. Electronic ballots shall be deemed written and signed.

Written and signed ballots are not required for uncontested races.

Declaration Amendments

Amendments to the Declaration shall be approved by the lower of (1) a vote of 67 percent of the total votes allocated to property owners in the Association or (2) by vote of the percentage approval required by the Declaration.

FLAG DISPLAY REVIEW AND APPROVAL POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of new Texas Property Code Section 209.011, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain "Flags" as defined herein, within Vintage Oaks subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Flag" or "Flags" shall mean the following:

(1) The flag of the United States of America;
(2) The flag of the State of Texas;
(3) An official or replica flag of any branch of the United States armed forces;
(4) Any other flag specifically referenced and allowed in restrictive covenants applicable to the subdivision.

Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

(1) The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10;
(2) The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code;
(3) Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag;
(4) A flag pole attached to a dwelling (which may not exceed six feet (6') in length) or any freestanding flagpole shall be constructed of durable, long-lasting materials, with a finish appropriate to the materials and harmonious with the dwelling. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances;
(5) The display of any allowed flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements and setbacks of record;
(6) All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair;
(7) There may be no more than one flagpole per property upon which one or more allowed flags may be displayed;
(8) The individual flags may not exceed 3 by 5 feet in size;
(9) The single allowed flagpole shall not exceed twenty feet in height (if a freestanding flagpole) or six feet in length if the flagpole is attached to a dwelling;

Applications for approval of the installation and display of all flags subject to this Policy shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as application s for approval of other Improvements within the subdivision.

An application which meets all of the requirements set our herein shall be deemed approved by the Committee thirty (30) days from the date the Owner's application is received by the Association, unless the Committee notifies the Owner in writing within the thirty-day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been properly established in the application.

The Committee may deny an application for, or impose reasonable restrictions on, the installation and display of flags that do not meet one or more of the required standards. The Association's Architectural Control Committee (the "Committee") may impose reasonable additional restrictions on the placement or display of a flag in order to minimize any adverse impact on adjacent property owners, to abate noise caused by an external halyard and to regulate the size, location and intensity of any lights used to illuminate a displayed flag.

All Committee findings shall be in writing.

PAYMENT PLAN GUIDELINE POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of new Texas Property Code Section 209.0062, the Board of Directors of the Association adopts this Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

In order to properly provide for the timely and efficient collection of Assessments levied by the Association, the Board shall levy regular and/or special assessments in the manner required by the Association's governing documents, including its Articles of Incorporation/Certificate of Formation and Bylaws, and the restrictive covenants applicable to Vintage Oaks subdivision, all of which are duly recorded in the Official Public Records of appropriate County, Texas.

The Board shall establish a due date for the payment of all assessments levied by the Association.

The Association shall send written notice of the amount of the Assessment and the due date for payment of the Assessment to all persons responsible for payment of the same in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions for the subdivision..

Payment Plans

The notice of assessment shall include information on the availability of Payment Plans as an alternative method of payment for the Assessments.

The Payment Plans shall include the following elements:

The minimum term of a payment plan is three months.

The maximum term of a payment plan shall be 18 months from the date of the owner's request for a payment plan.

All payment plans must be in writing, signed by one or more owners of the property subject to the assessments, be approved and signed by an officer or agent of the Association and shall provide that the owner pay all future assessments when due in addition to meeting the terms of the payment plan.

No monetary penalties shall accrue on balances while a payment plan is in good standing, but reasonable costs for administering the plan and interest on the account shall continue to accrue.

Any qualified owner who owes a delinquent balance of $300.00 or less shall be allowed to pay that balance in three equal consecutive monthly installments without the need for Board approval. The first payment shall be due within thirty (30) days of the owner's request for a payment plan.

Any qualified owner who owes a delinquent balance of $300.00 or more shall be allowed to pay that balance in five equal consecutive monthly installments without the need for Board approval. The first payment shall be due within thirty (30) days of the owner's request for a payment plan.

Any qualified owner who wishes payment plan terms other than those set out above shall submit a request for such a plan with information supporting the need for alternate plan and the Board may deny or approve such a plan in the board's discretion.

The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan within two years of the owner's original payment plan default.

The Board may, in its sole discretion, enter into a payment plan with an owner who has previously defaulted.

RAINWATER COLLECTION SYSTEM REVIEW AND APPROVAL POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of amended Texas Property Code Section 202.007, the Board of Directors of the Association adopts this Policy to be effective the 1st day of September 2011. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Rainwater Collection System" ("System") within Vintage Oaks subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Rainwater Collection System" shall mean a system or series of mechanisms designed primarily to collect rainwater for subsequent use by the Owner on the Owner's property.

Applications for installation of any Rainwater Collection System shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

The System shall be reviewed by the Committee within thirty (30) days from the date of the Committee's receipt of the Owner's application unless the ACC notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of a System that does not meet one or more of the required standards established by the Association. All committee findings shall be in writing.

An Owner shall be entitled to submit an application to the Association seeking approval for the installation of a rain barrel or rainwater harvesting system.

Any such system shall:

(1) be of a color consistent, in the reasonable opinion of the ACC, with the color scheme of the property owner's home;
(2) not display any language or other content that is not typically displayed on such barrel or system as it is manufactured;
(3) shall not be located on property owned by the Association or on property owned in common by the members of the Association or located between the front of the property owners' home and an adjoining or adjacent street;
(4) to the greatest extent reasonably possible, be located and/or shielded so as to minimize the visual impact of the installation on adjacent properties, lots and common areas;
(5) shall be constructed of a non-reflective material; and
(6) shall not exceed eight feet in height.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of a system which does not meet one or more of the foregoing standards.

RECORD PRODUCTION AND COPYING POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of Texas Property Code Section 209.005, the Board of Directors of the Association duly adopts this Record Production and Copying Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of Comal County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

Requests for Production of or Access to Books and Records

Books and Records of the Association shall be made available to the extent and in the manner provided by Texas Property Code Section 209.005. Certain Books and Records of the Association shall be confidential and are not subject to disclosure or production as provided by Texas Property Code Section 209.005 (k).

The Association shall make the books and records of the Association reasonably available for inspection (1) by an owner or (2) a person designated by the owner as the owner's agent, attorney or certified public accountant.

The books and records of the Association do not include an attorney's files related to the property owner's association except in the limited manner provided by Texas Property Code Section 2009.005 (d).

An owner or owner's agent must submit a written request for access or information by certified mail to the Association at the mailing address of the Association or authorized representative found in the most current management certificate filed in the Official Public Records of the County. The written request must identify with sufficient detail the association books and records requested and the requestor must elect to either (1) inspect the books and records before obtaining copies or (2) have the association forward copies of the requested books and records.

The Association shall allow access to or provide copies of its books and records required by law to the extent that the requested books and records are in the possession, custody or control of the Association.

If access to the records is requested, the Association shall reply to the requestor within ten business days from the date that the written request is received by the Association. In its reply the Association shall give the requestor dates during normal business hours when the records may be reviewed.

If copies of identified books and records are requested, the Association shall produce the requested books and records within ten business days of the Association's receipt of the written request unless, on or before the tenth business day, the Association informs the requestor that the Association is unable to provide the requested books and records before the deadline and informs the requestor of a date when the books and records will be sent or made available for inspection. The date shall not be more than fifteen business days after the date that the notice to the requestor is sent.

All inspections shall take place at a mutually agreed upon time during normal business hours.

The Association may produce records in hard copy, electronic or other format reasonably available to the

(a) 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.

(b) Labor charge for locating, compiling, manipulating data, and reproducing 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:

(4) When confidential information 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 non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, 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.

(5) 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.

(c) Overhead charge.

(1) Whenever any labor charge is applicable to a request, the Association 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 the Association 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.

(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.

(d) Remote document retrieval charge.

(1) 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.

(e) 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.

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

(g) Miscellaneous charges: The Association 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.

(h) The Association shall have the right to require advance payment of the estimated costs of compilation, production and reproduction of the requested information. If the estimated costs are greater or lesser than the actual costs the Association shall submit a final invoice to the requestor within 30 business days of the date that the information is delivered. If the estimated costs exceed the actual costs the Association shall refund the excess funds to the requestor not later than 30 business days after the final invoice is sent to the owner. If the actual costs exceed the estimated costs, the requestor shall pay the amount due to the Association before the 30th business day from the date that the invoice is sent to the requestor/owner. If not timely paid, the charges may be added to the owner's account as an assessment.

RECORDS RETENTION POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of Texas Property Code Section 209.005(m), the Board of Directors of the Association duly adopts this Record Retention Policy to be effective the 1st day of January 2012. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

(1) Certificates of Formation/Articles of Incorporation, bylaws, restrictive covenants and all amendments to any of the same shall be retained permanently;
(2) Financial books and records of the Association shall be retained for five years;
(3) Account records of current owners shall be retained for five years;
(4) Contracts to which the Association is a party shall be retained for four years after the expiration of the contract term;
(5) Minutes of meetings of owners and the Board of Directors of the Association shall be retained for seven years;
(6) Tax returns and audit records shall be retained for seven years;

RELIGIOUS ITEM DISPLAY REVIEW AND APPROVAL POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of new Texas Property Code Section 202.018, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation and display of one or more "Religious Items" ("Item") on the entry to the owner's or resident's dwelling within Vintage Oaks subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Religious Item" shall mean an item, on the entry to the owner's or resident's dwelling, *the display of which is motivated by the owner's or resident's sincere religious belief.*

Applications for installation of any Religious Item shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

In considering applications for the installation and display of such items, the members of the Association's Architectural Control Committee (the "Committee") shall reasonably accept that all such applications are motivated by the sincere religious belief of the applicant.

The Committee may deny an application for approval which:

(1) Threatens the public health or safety; or
(2) Violates a law; or
(3) Contains language, graphics, or any display that is patently offensive to a passerby of reasonable sensitivities; or
(4) Is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
(5) Individually or in combination with other religious items displayed or to be displayed on the entry door or door frame has a total size of greater than 25 square inches

An application for display of a Religious Item shall be deemed approved by the Committee thirty (30) days from the date of the Committee's receipt of the Owner's application unless the Committee notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of Religious Items that do not meet one or more of the required standards. All committee findings shall be in writing.

ROOFING MATERIALS REVIEW AND APPROVAL POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of new Texas Property Code Section 202.011, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain Roofing Materials, as defined herein, within Vintage Oaks subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "roofing materials" shall mean shingles proposed to be installed on the roof of the Owner's home or authorized outbuilding located on the Owner's property within the subdivision, when the shingles meet the following standards:

(1) They 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; and
(2) when installed:
    (A) resemble the shingles used or otherwise authorized for use on property within the subdivision;
    (B) are more durable than and are of equal or superior quality to the shingles provided in Paragraph (A); and
    (C) match the aesthetics of the property surrounding the owner's property.

Applications for installation of such Roofing Materials shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement. The Committee may require that the Owner/applicant provide supporting documentation from the manufacturer of the shingle which establishes that the proposed installation meets the above described standards.

An application which meets all of the following conditions shall be deemed approved by the Committee thirty (30) days from the date of the Committee's receipt of the Owner's application unless the ACC notifies the Owner in writing within the thirty day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been established.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of roofing materials that do not meet one or more of the required standards. All committee findings shall be in writing.

SOLAR ENERGY DEVICE REVIEW AND APPROVAL POLICY

FOR

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

Pursuant to the provisions of new Texas Property Code Section 202.010, the Board of Directors of the Association adopts this Policy to be effective the 20th day of June 2011. This Policy shall be recorded in the Official Public Records of appropriate County, Texas and shall continue in effect until superseded or revoked by subsequent written instrument filed of record.

The purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Solar Energy Device" ("SED") within Vintage Oaks subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

For the purpose of this Policy, "Solar Energy Device" shall mean 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.

Applications for installation of any Solar Energy Device shall be submitted to the Association's Architectural Control Committee (the "Committee") in the same manner as applications for approval of any other Improvement.

An application which meets all of the requirements set out below shall be deemed approved by the Committee thirty (30) days from the date the Owner's application is received by the Association, unless the Committee notifies the Owner in writing within the thirty-day period that additional information is required or that one or more standards have, in the opinion of the Committee, not been properly established in the application.

> If installed on the roof of the Owner's home, the SED, as installed is (1) located on the roof of the Owner's home, (2) the SED does not extend higher than or beyond the roofline, (3) the SED conforms to the slope of the roof, (4) the SED has a top edge that is parallel to the roofline, and (5) the SED has a frame, support bracket or visible wiring or piping that is in a silver, bronze or black tone commonly available in the marketplace
>
> If installed in a fenced yard or patio owned and maintained by the Owner, the SED as installed may not exceed the height of a fence which meets applicable height requirements in the governing documents of the Association or restrictive covenants applicable to the subdivision.

The Committee may deny an application for, or impose reasonable restrictions on, the installation of an SED that:

(1) As adjudicated by a Court, threatens the public health or safety or violates a law;
(2) Is located on property owned or maintained by the Association;
(3) Is located on property owned in common by the members of the Association;

(4) Is located in an area on the Owner's property other than the roof of the home or in a fenced yard or patio owned and maintained by the Owner;
(5) Does not meet all requirements for installation of the SED on a roof or in a fenced yard or patio owned and maintained by the Owner as set out above;
(6) Was installed without prior approval of the ACC;
(7) The ACC finds that placement of the SED as proposed will substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The finding may not be made if the written approval of the proposed placement of the device by all property owners of adjoining property is provided by the Owner/applicant.

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
09/17/2012 08:53:29 AM
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Property Owners Association of Vintage Oaks, Inc.
Management Certificate

This Management Certificate is recorded pursuant to Chapter 209.004 of the Texas Property Code, and is as follows:

The name of the subdivision is: Vintage Oaks at the Vineyard Unit 1

The name of the Association is: Property Owners Association of Vintage Oaks, Inc.

The recording data for the subdivision is:

Document Name	File Date	Recordation Data
Plat	1/5/1997	200706000394
Plat	10/4/2007	200706040713
Plat	10/18/2012	201206036750
Plat	11/15/2012	201206040252

The recording data for the Declaration is:

Document Name	File Date	Recordation Data
Declaration of Covenants, conditions and Restrictions for Vintage Oaks at the Vineyard	1/8/2007	200706000771
Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit One	1/8/2007	200706000772
First Amendment to the First Supplemental Declaration of Covenants, Conditions for Restrictions for Vintage Oaks at the Vineyard Unit One	4/11/2007	200706015464
Second Amendment to the First Supplemental Declaration of Covenants, Conditions for Restrictions for Vintage Oaks at the Vineyard Unit One	6/28/2007	200706027104
Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit Two	10/4/2007	200706040721

Document Name	File Date	Recordation Data
First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks	12/27/2011	201106044284
Assignment of Declarant's Rights	5/9/2012	201206016339
Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit Three	10/29/2012	201206037003
Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4	11/20/2012	201206041113

The following documents have been recorded to incorporate the Association:

Articles of Incorporation filed in the Office of the Secretary of State on August 15, 2006

The following are additional documents that have been filed and recorded with Comal County, Texas:

Document Name	File Date	Recordation Data
Restrictive Covenant Variance (for Lot 256)	2/23/2007	200706008464
Notice to Prospective Purchasers of Vintage Oaks at the Vineyard Subdivision Lots Regarding Property Owner Association, Subdivision Restrictions, Resale Certificates and Transfer Fees	1/16/2009	200906002132
Notice to Prospective Purchasers of Vintage Oaks at the Vineyard Subdivision Lots Regarding Property Owner Association, Subdivision Restrictions, Resale Certificates and Transfer Fees	5/10/2011	201106015872
Certification	9/17/2012	201206032310

The mailing address of the Association and the name and mailing address of the person/entity managing the Association is:

Property Owners Association of Vintage Oaks, Inc.
c/o RealManage
P. O. Box 803555
Dallas, Texas 75380

Other information the Association considers appropriate is:

Information may be obtained by calling the Association's Management Company at 866-473-2573;

Resale certificates are requested via the RealManage Closing Portal at www.realmanage.com/closingportal.

Kimberly Baggett
Managing Agent
Property Owners Association of Vintage Oaks, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on July 3, 2013 by Kimberly Baggett, managing agent of **Property Owners Association of Vintage Oaks, Inc.**, a Texas nonprofit corporation, on behalf of said corporation.

SARA D. FREDERICK NOTARY PUBLIC STATE OF TEXAS EXPIRES OCTOBER 29, 2014

Sara D. Frederick
Notary Public, State of Texas

SARA D. Frederick
Typed or printed name
My commission expires: 10-29-14

RECORD & RETURN TO
CT LIEN SOLUTIONS
P.O. BOX 29071
Glendale, CA 91209-9071
39093721-TX91-Comal

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Filed and Recorded
Official Public Records
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Comal County, Texas
07/26/2013 10:46:57 AM
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Joy Streater

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Property Owners Association of Vintage Oaks, Inc.
Management Certificate

This Management Certificate is recorded pursuant to Chapter 209.004 of the Texas Property Code, and is as follows:

The name of the subdivision is: Vintage Oaks at the Vineyard Unit 1
Comal County, Texas

The name of the Association is: Property Owners Association of Vintage Oaks, Inc.

The recording data for the subdivision can be found in the Official Public Records of Comal County, Texas:

Document Name	File Date	Recordation Data
Plat	1/5/1997	200706000394
Plat	10/4/2007	200706040713
Plat	10/18/2012	201206036750
Plat	11/15/2012	201206040252

The recording data for the Declaration is:

Document Name	File Date	Recordation Data
Declaration of Covenants, conditions and Restrictions for Vintage Oaks at the Vineyard	1/8/2007	200706000771
Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard Unit One	1/8/2007	200706000772
First Amendment to the First Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard Unit One	4/11/2007	200706015464
Second Amendment to the First Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard Unit One	6/28/2007	200706027104
Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard Unit Two	10/4/2007	200706040721

THE WEICHERT LAW FIRM
3821 JUNIPER TRACE, SUITE 106
AUSTIN, TX 78738

First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks	12/27/2011	201106044284
Assignment of Declarant's Rights	5/9/2012	201206016339
Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard Unit Three	10/29/2012	201206037003
Fourth Supplemental to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit 4	11/20/2012	201206041113

The following documents have been recorded to incorporate the Association:

Articles of Incorporation filed in the Office of the Secretary of State on August 15, 2006.

The following are additional documents that have been filed and recorded with Comal County, Texas:

Document Name	File Date	Recordation Data
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Notice to Prospective Purchasers of Vintage Oaks at the Vineyard Subdivision Lots Regarding Property Owner Association, Subdivision Restrictions, Resale Certificates and Transfer Fees	1/16/2009	200906002132
Notice to Prospective Purchasers of Vintage Oaks at the Vineyard Subdivision Lots Regarding Property Owner Association, Subdivision Restrictions, Resale Certificates and Transfer Fees	5/10/2011	201106015872
Certification	9/17/2012	201206032310

The mailing address of the Association and the name and mailing address of the person/entity managing the Association is:

Property Owners Association of Vintage Oaks, Inc.
c/o RealManage
Post Office Box 803555
Dallas, Texas 75380

Other information the Association considers appropriate is:

Information may be obtained by calling the Association's Management Company at 866-473-2573

Resale certificate are requested via the RealManage Closing Portal at www.realmanage.com/closingportal.

Sally Needham
Managing Agent
Property Owners Association of Vintage Oaks, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on December 3, 2013 by Kimberly Sally Needham, managing agent of **Property Owners Association of Vintage Oaks, Inc.**, a Texas nonprofit corporation, on behalf of said corporation.

TOMMY ELLIS
Notary Public, State of Texas
My Commission Expires
July 31, 2015

Notary Public, State of Texas

Tommy Ellis
Typed or printed names
My commission expires: 07/31/15

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
12/12/2013 09:26:58 AM
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Joy Streater

FILED BY
PRESIDIO TITLE

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AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas.

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VINTAGE OAKS AT THE VINEYARD

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks (the "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

RECITALS:

A. Bluegreen Southwest One, L.P., a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, and as further amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, (collectively, the "**Declaration**").

B. Pursuant to the terms and provisions of that certain Assignment Declarant's Rights recorded under Document No. 201206016339 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Declaration. For the purpose of this Amendment, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

C. Pursuant to *Article 13.5* of the Declaration, the Declaration may be amended unilaterally during the Development Period, without consent of other Owners or any mortgagee for any purpose, provided the amendment has no material adverse effect on any right of any Owner.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Working Capital**. *Section 8.9* is hereby added to the Declaration as follows:

> 8.9 **Working Capital Assessment**. Each Owner (other than Declarant) of a Lot will pay a one-time working capital assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the working capital assessment to a particular Owner, the Declarant's during the Development Period, and thereafter the Board's, determination regarding the application of the exception will be binding and conclusive without regard to any contrary interpretation of this *Section 8.9*. The working capital assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 8* and will not be considered an advance payment of such Assessments. The working capital assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

2. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas.

[SIGNATURE PAGE TO FOLLLOW]

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By: _____
Printed Name: Jesse Keasler
Title: Vice President

THE STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 8 day of September, 2014, by Jesse Keasler, Vice President of SouthStar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

Notary Public, State of Texas

LAURA L. FICCO
Notary Public, State of Texas
My Commission Expires
June 29, 2016

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
09/11/2014 09:28:38 AM
LAURA 4 Page(s)
201406032083

Joy Streater

201406036864 10/20/2014 02:12:58 PM 1/6

le/m

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

OFFICER'S CERTIFICATE

The undersigned hereby certifies that he is the duly elected, qualified and acting President of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the "**Association**"), and that attached hereto as Exhibit A and made a part hereof is a true and correct copy of the Fine and Enforcement Policy, duly approved and adopted by the Board.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 10th day of September, 2014.

THAD RUTHERFORD, PRESIDENT

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 10th day of September, 2014, by Thad Rutherford President of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

Notary Public Signature

LAURA L. FICCO
Notary Public, State of Texas
My Commission Expires
June 29, 2016

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas.

749298v.1 56448-1

EXHIBIT A

FINE AND ENFORCEMENT POLICY

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
FINE AND ENFORCEMENT POLICY

1. Background. Vintage Oaks is subject to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded in the Official Public Records of Comal County, Texas, as amended (**"Declaration"**). In accordance with the Declaration, Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the **"Association"**) was created to administer the terms and provisions of the Declaration. Unless the Declaration 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 Declaration, Certificate, Bylaws and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the **"Restrictions"**), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration 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.

5. Violation Notice. Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will

contain the following items: (1) the date the violation notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation; (5) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (6) the amount of the fine; (7) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (8) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section *et seq*), if the Owner is serving on active military duty. The notice sent out pursuant to this paragraph is further subject to the following:

a. First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the notice will state those items set out in (1) – (8) above, along with a specific timeframe by which the violation must be cured to avoid the fine. The notice must state that any future violation of the same rule may result in the levy of a fine.

b. Repeat Violation – No Cure within 6 Months. If the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, the notice will state those items set out in (1) - (3), (6) and (8) above, but will also state that because the Owner has been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but has not cured the violation, then the Owner will be fined pursuant to the *Schedule of Fines* described below.

c. Continuous Violation. After an Owner has been notified of a violation as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines* described below, if the Owner has never cured the violation in response to either the notices or the fines, in its sole discretion, the Board may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "**Request**") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the violation notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least (10) days' before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and

remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. 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. Any fine levied shall be reflected on the Owner's periodic statements of account 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, pursuant to Section 209.006 and Section 209.007 of the Texas Property Code. The Association may not foreclose its assessment lien on a debt consisting solely of 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.

Schedule of Fines

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to purse such additional remedies at any time in accordance with applicable law. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES:

New Violation:	**Fine Amount:**
Notice of violation and Right to Cure	**$25.00** (may be avoided if Owner cures the violation by the time specified in the notice)

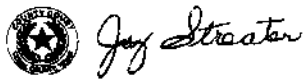
Repeat Violation:

1st Notice (No Right to Cure)	**$50.00**
2nd Notice (No Right to Cure)	**$75.00**
3rd Notice (No Right to Cure)	**$100.00**
4th Notice (No Right to Cure)	**$125.00**

Continuous Violation:

Continuous Violation Notice	**Amount TBD**

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
10/20/2014 02:12:58 PM
KELLI 6 Page(s)
201406036864



FILED BY
PRESIDIO TITLE

201406037322 10/23/2014 11:19:29 AM 1/3

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS AT THE VINEYARD
ADOPTION OF WORKING CAPITAL ASSESSMENT

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that First Amendment to the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, and as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard recorded under Document No. 201406032083, Official Public Records of Comal County, Texas.

738563v.2 56448-1

VINTAGE OAKS AT THE VINEYARD
ADOPTION OF WORKING CAPITAL ASSESSMENT

Pursuant to *Section 8.9* of that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, and as amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard recorded under Document No. 201406032083, Official Public Records of Comal County, Texas (collectively, the "**Declaration**"), the Board of Directors (the "**Board**") and undersigned officer of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, a Texas non-profit corporation (the "**Association**"), files this Adoption of Working Capital Assessment as follows:

1. **Working Capital Assessment**. In accordance with *Section 8.9* of the Declaration, the Board adopts a working capital assessment in the amount of Two Hundred and Fifty and No/100 Dollars ($250.00) (the "**Working Capital Assessment**"). The Working Capital Assessment applies to all Lots subject to the Declaration unless otherwise exempt pursuant to *Section 8.9* of the Declaration.

The amount of the Working Capital Assessment designated hereunder is subject to change from time to time by the Board.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

EXECUTED TO BE EFFECTIVE on the 21 day of October, 2014.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____
Printed Name: Thad Rutherford
Title: Director

By: _____
Printed Name: LAURA FICCO
Title: Director

By: _____
Printed Name: Jesse Keasler
Title: Director

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 21 day of October, 2014, by Thad Rutherford, Director and Officer of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

LAUREN L. KORB
Notary Public, State of Texas
My Commission Expires
March 29, 2016

Lauren L Korb
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 21 day of October, 2014, by Laura Ficco, Director and Officer Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

LAUREN L. KORB
Notary Public, State of Texas
My Commission Expires
March 29, 2016

Lauren L Korb
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this the 21 day of October, 2014, by Jesse Keasler, Director and Officer of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

LAUREN L. KORB
Notary Public, State of Texas
My Commission Expires
March 29, 2016

Lauren L Korb
Notary Public Signature

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Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
10/23/2014 11:19:29 AM
LAURA 3 Page(s)
201406037322

Joy Streater

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



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THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD

Comal County, Texas

Declarant: **SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company**

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, and that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201406032083, Official Public Records of Comal County, Texas.

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD (the "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

RECITALS

A. WHEREAS, Declarant's predecessor in title executed and recorded that certain Declaration of Covenants, Conditions, and Restrictions for Vintage Oaks at The Vineyard (hereinafter the "Master Declaration"), recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201106044284 in the Official Public Records of Comal County, Texas, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201406032083 in the Official Public Records of Comal County, Texas;

B. Pursuant to the terms and provisions of that certain Assignment of Declarant's Rights recorded under Document No. 201206016339 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "Declarant" under the Master Declaration. For the purpose of this Amendment, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

C. Pursuant to *Article 13.5* of the Master Declaration, the Master Declaration may be amended unilaterally during the Development Period, without consent of other Owners or any mortgagee for any purpose, provided the amendment has no material adverse effect on any right of any Owner.

NOW, THEREFORE, Declarant hereby amends and modifies the Master Declaration as follows:

1. Wastewater Treatment Facilities. *Section 4.14* is hereby added to the Master Declaration as follows:

> 4.14. Wastewater Treatment Facilities. Declarant, in its sole and absolute discretion, reserves the right to install, maintain, and operate wastewater treatment facilities for the benefit of the Properties. Notwithstanding the foregoing, Declarant shall not have the right to convey wastewater treatment facilities to the Association without the written consent or affirmative vote, or any combination thereof, of a

majority of the Members holding the total Class "A" votes allocated to the Lots subject to the Master Declaration.

2. Effect of Amendment. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Master Declaration remain in full force and effect as written.

Executed to be effective on the date this instrument is recorded in the Official Public Records of Comal County, Texas.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

STATE OF TEXAS §
§
COUNTY OF Travis §

The foregoing instrument was acknowledged before me on the 4 day of January 2015 by Thad Rutherford, President of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, on behalf of said limited liability company.

[seal]

_____
Notary Public, State of Texas

HEATHER HAYES
My Commission Expires
February 20, 2018

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/07/2016 09:56:33 AM
CASHTWO 3 Page(s)
201606000890
Bobbie Koepp

S/M

201606003291 01/22/2016 04:20:55 PM 1/5

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead, PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

AMENDED AND RESTATED MANAGEMENT CERTIFICATE
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., INC.

The undersigned, being an officer of Property Owners Association of Vintage Oaks, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Vintage Oaks at the Vineyard.

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: See Exhibit "A" attached hereto.

4. The recording date for the Declaration: Declaration of Covenants, Conditions and Restrictions - Vintage Oaks at the Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201406032083, Official Public Records of Comal County, Texas.

5. The name and mailing address of the Association: Property Owners Association of Vintage Oaks, Inc., c/o Southstar Property Management LLC, 1114 Lost Creek Boulevard, Suite 270, Austin, TX 78746.

6. The name and mailing address of the person managing the Association: Southstar Property Management LLC, 1114 Lost Creek Boulevard, Suite 270, Austin, TX 78746.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 1st day of February, 2016.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC. a Texas non-profit corporation

By: _____
Name: LAURA FICO
Title: VP

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on 15 day of JANUARY, 2016, by LAURA FICO, the VP of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

LAUREN L. KORB
Notary Public, State of Texas
My Commission Expires
March 29, 2016

_____
Notary Public Signature

EXHIBIT "A"

VINTAGE OAKS AT THE VINEYARD UNIT ONE:

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas, by Document # 200706000394, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD UNIT TWO:

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 4, 2007, in the real property records of Comal County, Texas, by Document # 200706040713, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 3:

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 19, 2012, in the Official Public Records, Comal County, Texas, by Document # 201206036750, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 4:

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document # 201206040252, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 5:

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document # 201306040370, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 6:

ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey for Vintage Oaks at the Vineyard, Unit 6 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201306051565, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 7:

Lots, tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 7 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406005729, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said property and consisting of Lots 1046 through 1054, Vintage Oaks at the Vineyard, Unit 7.

VINTAGE OAKS AT THE VINEYARD, UNIT 8:

ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 8 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406026476, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 9:

ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 9 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506011975, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 10:

ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 10 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506042037, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 11:

ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 11 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506048246, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/22/2016 04:20:55 PM
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Bobbie Koepp

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AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS

ARCHITECTURAL AND SITE DESIGN GUIDELINES

ADOPTED:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: LAURA FICO
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 12th day of MAY, 2016, by LAURA FICO Asst. Vice President of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

DAVID BLAIR
Notary ID # 126523733
My Commission Expires
October 25, 2016

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented.

VINTAGE OAKS
ARCHITECTURAL AND SITE DESIGN GUIDELINES

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VINTAGE OAKS
ARCHITECTURAL AND SITE DESIGN GUIDELINES

1.0 Introduction

1.01 Objective of the Guidelines

This document has been prepared for promoting the development of a residential community known as Vintage Oaks (the "**Development**"). The standards of design expressed in this document are intended to describe our "vision" of the Development through procedures that are clearly outlined and informative. Our intent is to expedite the process of building an exceptionally high quality residence. Throughout the course of the Development, the Architectural Review Board (the "**ARB**") may review and revise these Architectural and Site Design Guidelines (the "**Guidelines**"), as necessary to reflect changing conditions.

1.02 Relationship to Legal Documents

The Guidelines are supplementary to the Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, which is recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented (the "Declaration"). The Guidelines are intended to complement the Declaration and should a conflict arise, the Declaration shall prevail.

1.03 Community Master Plan

Vintage Oaks is a planned community that includes approximately 3,316 acres located at 1110 Vintage Way, New Braunfels, Texas 78132 in Comal County (the "**Community**"). The Community includes multiple parks, a swimming pool complex and walking trails. Throughout the Development it is the intent of the developer to protect the natural features of the Texas Hill Country. Consequently, the Guidelines will reflect that concern in its approach toward the design, review and construction of residences and landscapes within Vintage Oaks.

2.0 Organization & Responsibilities of the Architectural Review Board (ARB)

2.01 Mission and Function

The Declaration states that no exterior structures or improvements shall be erected in the Development without being approved by the ARB. The Guidelines are used by the ARB for the evaluation of plans and specifications submitted to the ARB for review and approval (or disapproval). The final decision of the ARB may be based on purely aesthetic considerations. It is important to note that these opinions are subjective and may vary as members of the ARB change over time. SouthStar at Vintage Oaks, LLC, a Texas limited liability company (the "**Declarant**"), reserves the right to revise and update the Guidelines as well as the performance and quality standards to respond to future changes.

2.02 Membership

The ARB is comprised of one (1) or more members appointed by the Declarant. The right to appoint members to the ARB shall be retained by the Declarant in accordance with Article 9.2 of the Declaration. At such time, the Board of Directors of the Property Owners Association of

Vintage Oaks, Inc., a Texas nonprofit corporation (the "**Association**"), shall appoint the members of the ARB in accordance with Article 9.2 of the Declaration. The Declarant, along with the separate entity, SouthStar Property Management, LLC (the "**Manager**"), may review and approve new construction with the assistance of an architect or other design professional. As the Development progresses, the Declarant may but is not obligated to appoint a resident to the ARB.

2.03 Scope of Responsibility

The ARB has the following responsibilities:

1. Evaluating each of the plans submitted by an Owner for adherence to the Guidelines.
2. Approving all new construction.
3. Monitoring the design and construction process in order to ensure conformance with the Declaration and the Guidelines.
4. Interpreting the Declaration and the Guidelines.
5. Approving all modifications to existing structures, including but not limited to walls, fences, material replacements, renovations, additions and landscaping in some sections.

2.04 Architectural Review Application and Meeting

An application shall be submitted to the ARB by the Owner and the Builder before any new construction may begin on a Lot (the "**Architectural Review Application**"). *See* the Architectural Review Application attached hereto. Approval of the main residential dwelling for a Lot is to be initiated prior to a request for any other structure, improvement or new construction. For example, landscape and pool/water feature design approvals are not permitted until the approval of the main residential dwelling is given by the ARB.

In addition, both a pre and post construction meeting between the Owner, the Builder, and the Manager is required for all new construction. This process will begin as soon as the Owner or Builder submits the Architectural Review Application for review and approval. An orientation session will be scheduled and facilitated by the Manager prior to the start of construction for any new residential dwelling. The Owner and the Builder are both required to sign the Architectural Review Application acknowledging review, receipt and acceptance of the Guidelines.

2.05 Enforcement Powers

In accordance with Article 9 of the Declaration, all exterior structures, exterior residential dwelling improvements, and exterior residential dwelling modifications require a review by the ARB. A processing fee will be incurred for every plan submitted to the ARB, unless the submittal does not require an architect review, as determined by the ARB. All exterior structures and improvements requiring professional approval will have an approval fee. Examples of exterior structures and improvements requiring architect review will include, but are not limited to, sheds, re-painting, fencing, gates, play structures, greenhouses, and permanent basketball goals. Any structure or improvement that is placed on any Lot without ARB approval is considered to be in violation of the Declaration and the Guidelines. The ARB has the power to request that the non-conforming structure be brought into compliance at the Owner's expense.

2.06 Limitation of Liability

Approval by the ARB does not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans. Owners should work with their

architect and or contractor to determine whether the design and materials are appropriate for the intended use. In addition, approval by the ARB does not assure approval by any governmental agencies that require permits for construction. Owners are responsible for obtaining or ensuring that their architect or contractor obtains all required permits before commencement of construction. The Declarant, the Association, the Board, the ARB, nor any committee or member of any of the foregoing, shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

3.0 The Design Review Process

3.01 Review of Plans

The ARB will review submissions for design review at scheduled ARB meetings. There is one (1) submission in the design review process during which the architectural and site requirements are reviewed by the ARB. Submissions are due seven (7) calendar days before each meeting. The ARB will review submissions in advance of the scheduled meeting. Submission requirements are outlined in Section 9.3 of the Declaration and Section 5.01 of these Guidelines.

3.02 Conditions of Approval / Rejection of Plans

Approval by the ARB shall in no way relieve the Owner or Builder of responsibility and liability for the adherence to any applicable ordinances and codes. Architectural Review Applications submitted for review or any portion thereof may be disapproved upon any grounds, which are consistent with the purpose and objectives of the ARB, including purely aesthetic considerations.

3.03 Architectural and Contractor Requirements

Unless otherwise approved in advance by the ARB, all plans for the construction of residential dwellings or other buildings or other improvements must be designed and drawn by an architect who is registered and licensed in the State of Texas or a professional, experienced home designer.

3.04 Final Review

During final review, the Owner or the Builder shall submit a final set of construction drawings for the construction project. These drawings shall address all the conditions imposed by the ARB, the Declaration and the Guidelines. The ARB reserves the right to make design comments on any plan during this review.

3.05 Additional Meetings with the ARB

If an Architectural Review Application is denied or conditions are unacceptable, the Owner or the Builder may request an additional meeting to discuss the submission with the ARB or an ARB representative.

3.06 Variances

A variance requested by an Owner or Builder shall be requested in writing. *See* Application for Variance Request attached hereto. The ARB may, from time to time, grant variances in accordance with Section 9.7 of the Declaration. The ARB will grant or deny the variance request in writing. No variances are allowed unless the Owner or the Builder has received a written

notice of approval from the ARB. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

3.07 Builder "Clean Site" Deposit

A Builder "Clean Site" deposit amount may be established and published by the ARB (the "**Builder Deposit**"). The Builder Deposit shall be included with the Architectural Review Application. An Architectural Review Application received without the Builder Deposit shall be considered incomplete, and may be returned to the Builder. The ARB reserves the right to change the amount of the Builder Deposit at any time without notice. The purpose of the Builder Deposit is to assure compliance to workplace clean site standards. The Builder can be fined for violation of the "Clean Site" standards at the discretion of the Declarant's construction superintendent. Said fines, if any, will be deducted from the Builder Deposit, and the balance of the Builder Deposit will be refunded to the Builder upon completion of the approved construction and/or modification.

If amounts, fines or charges are deducted from the Builder Deposit, Builder will deposit such sums necessary to replenish the Builder Deposit to its initial amount within ten (10) days after such amounts, fines or charges are deducted.

3.08 Review Fees

Review fees may be established and published by the ARB pursuant to Section 9.2 of the Declaration. The purpose of the review fees is to cover all expenses related to the processing and review of the Architectural Review Applications. The Declarant and the ARB reserve the right to change or waive the review fees from time to time without prior notice.

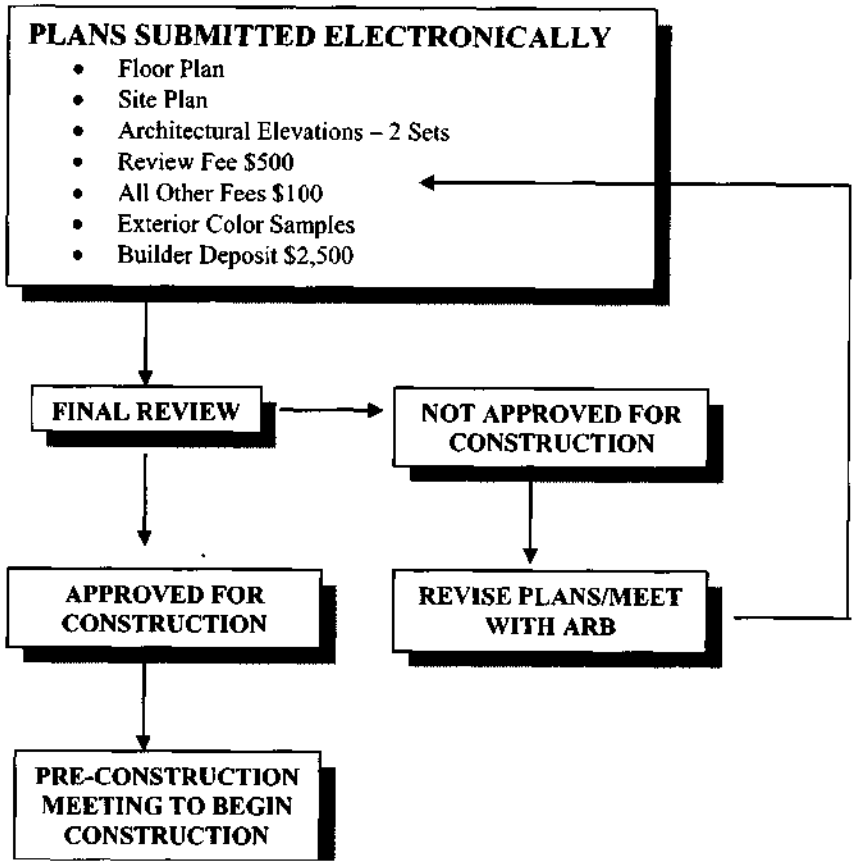
3.09 Renovation / Additions to Existing Structures

All renovations, additions, or improvements to existing structures shall be approved by the ARB. The Owner shall submit an Architectural Review Application showing the nature of the construction and/or modification to be performed with the review fee, if any.

3.10 Final Approval

The final approval letter is issued after the ARB approves the submitted Architectural Review Application.

THE ARCHITECTURAL REVIEW PROCESS



4.0 The Construction Process

4.01 Beginning Construction

No construction of any type is permitted without the following on site at all times:

- Construction Dumpster (30 cubic yard minimum);
- 8'x8' Plastic Lined Dump Box;
- Chemical Toilet;
- Construction entrance with culvert (if necessary);
- Fire suppression equipment; and
- Site must be kept clean and free of trash and debris.

4.02 Construction Time Limit

The exterior of all residential dwellings and other improvements must be completed within one (1) year after the construction of same has commenced, except where such completion is impossible or would result in great hardship to the Owner or the Builder due to strikes, fires, national emergency, or natural calamities, as deemed by the ARB. If an extension is needed, the Owner or the Builder may submit an extension request, including projected completion date, in writing to the ARB. Failure to complete the project within one (1) year of the deadline will be considered a violation of the Declaration and the Guidelines.

If construction has not commenced within one (1) year after the date of the final approval, it shall be deemed to have expired unless the Owner or the Builder, prior to such expiration date, has requested and received an extension in writing from the ARB.

4.03 Builder Signs

Builder signs shall be either for speculative homes (Available) or sold homes (Purchased) and may be placed on a Lot two (2) weeks prior to the commencement of construction on said Lot. The sign shall remain properly installed throughout construction. Upon completion of the construction of the main residential dwelling, the Builder sign must be removed within fourteen (14) days. Builder signs shall not be allowed on vacant Lots or at any time other than during the construction of the main residential dwelling.

Builder model or speculative home monument signs are strictly prohibited.

All Builder signs will come from the same sign manufacturer and must comply with the Guidelines. D & R Signs in Leander, Texas, has all the measurements, design, and paint colors for Builder sign requirements. D & R Signs may be contacted at (512) 259-9100.

Advertising is limited to Builders only and can include their company logo/name and phone number and/or URL. All signs are an industry standard 3' X 2' H frame sign with a heavy duty coroplast single sided insert. See the sample Builder signs attached hereto.

All Builder signs shall be placed parallel to the road on the front property line at the center of the Lot.

Subcontractor signs are not allowed on the Properties. Any additional signage or displays found on the Properties may be removed at any time without warning.

4.04 Chemical Toilet

A temporary chemical toilet shall be provided and maintained for the use of construction workers on the construction site. The chemical toilet may be placed anywhere on the Lot as long as the entry into the chemical toilet does not open into the street. However, it is advised that the chemical toilet be placed several yards away from the street.

4.05 Construction Entrance

A construction entrance must be installed prior to the start of any construction on the Lot. The entrance must be built to eliminate the tracking of mud onto paved roads.

4.06 30 Cubic Yard Dumpster

A dumpster (minimum of a 30 cubic yard) must be present on the construction site at all times and must be removed and replaced when full. The dumpster may not overflow with debris at any time. Temporary or hand constructed (lumber) dumpsters shall only be allowed until the permanent dumpster is delivered to the construction site (maximum of 5 days). The construction site must be cleared of trash and debris daily. The dumpster must comply with any applicable gross vehicle weight limits as determined by the county or other regulatory agency.

4.07 Erosion Control

The Texas Commission on Environmental Quality (TCEQ) requires Declarant to obtain a permit while constructing roads, installing utilities and performing construction activities. This permit authorizes the discharge of "storm water associated with construction activity". The TCEQ permit requires specific pollution prevention and control measures and reporting activities. Among the conditions and requirements of this permit, Declarant must prepare and implement a Storm Water Pollution Prevention Plan (SWP3) that is tailored to the construction activity. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches.

As defined in the TCEQ regulations, "storm water associated with construction activity" includes storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Declarant's general permit covers every Lot in the Development. However, when title to a Lot is conveyed to the Owner or the Builder, that Lot is no longer under Declarant's general permit. Therefore, the Owner or Builder, prior to starting any construction activity that includes any type of earth disturbing activity, must apply for a TCEQ permit to discharge storm water and develop a SWP3 that is tailored to that construction site. Typically, the SWP3 includes control measures such as rock berms and silt fences that trap sediments and keep them from leaving the construction site. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches. After construction is complete, the permit must stay in effect until the site is stabilized or until seventy percent (70%) of the native background vegetative cover has been established. At that point, the permit should be terminated. If the Owner hires a building contractor, that contractor should apply for the TCEQ permit, prepare the SWP3, supervise the implementation of the SWP3, perform the inspections and terminate the permit when the site is stabilized. However, if the Owner performs the general

contracting duties itself, the Owner is the "operator" and shall be responsible for these requirements. An environmental consulting firm may assist with the preparation of a storm water permit application.

For additional information concerning TCEQ permitting requirements, the Owner or the Builder can access the TCEQ web site at www.tceq.texas.gov.

4.08 Dump Box

An 8'x8'x4' dump box lined with plastic shall also be constructed on each Lot for the deposit of materials such as concrete, drywall related products, etc. The cleaning of equipment related to these materials should be confined to the dump box.

4.09 Site Maintenance

Only usable construction materials may be stored on a construction site. Discarded construction materials, refuse and debris must be removed daily from the site or contained within the required 30 cubic yard dumpster. Storage or placement of materials within any right of way or easement is not permitted at any time. Failure to remove trash or debris on a regular basis will be considered a violation of the Guidelines.

No fires are allowed on construction sites. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any Lot or any drainage ditch, stream, or lake.

4.10 Right to Enter and Inspect Lots for Compliance

The right of entry and inspection of a Lot is specifically reserved for the ARB, its agents, and representatives during the construction period. The Manager will make periodic inspections during the entire construction period in order to verify compliance with the Guidelines. The Owner or the Builder will be notified in writing, with a copy to the architect/designer and general contractor, of any items and exceptions noted in the inspection report and all such items and exceptions must be completed or resolved within the timeframe stated in the inspection report.

4.11 Conduct of Builders, Contractors, Sub-Contractors and Workers

Builders, contractors, sub-contractors and workers are prohibited from the following in Vintage Oaks: (i) the possession, consumption or use of alcohol or drugs; (ii) possession of animals; (iii) possession or use of firearms; (iv) loud music before 8:00 am or after 8:00 pm; (v) traveling Vintage Oaks unnecessarily; and (vi) use of Common Area, including but not limited to the Vintage Oaks amenities. Violations may result in the Builder, contractor, sub-contractor or worker being denied access to Vintage Oaks.

4.12 Revisions and Changes During Construction

All revisions and changes made during construction shall be submitted in writing by the Owner or the Builder to the ARB for approval prior to the implementation of such change. All revised drawings must be submitted along with the revision request. The ARB will grant or deny the request in writing. Failure to obtain written approval for any revision during construction will result in fines being deducted from the Builder Deposit.

4.13 Alterations / Remodeling / Improvements / Repainting of Approved Structures

Any change to the exterior of an existing structure requires the advance written approval of the ARB. All exterior changes or renovations shall be submitted by the Owner or the Builder to the ARB for approval in accordance with Article 9 of the Declaration. All construction shall be subject to the construction regulations set forth in Section 4.0 of these Guidelines.

4.14 Exterior Meter(s) and/or Panel(s)

If a structure is located within one hundred feet (100') of a transformer, any meter and/or panel MUST be affixed to that structure. Structures greater than one hundred feet (100') from the transformer may have an attached meter and/or panel, or the meter and/or panel may be located on a pedestal (i.e. Type 3R by Milbank) enclosure. Contact the electrical provider for their specifications or requirements. **NO "RACKS", "FRAMES" OR SIMILAR STRUCTURES ARE PERMITTED.**

5.0 Specific Submission Requirements

5.01 Plan Submission Requirements for Design Review

The following submission requirements must be met prior to obtaining final approval for construction. A Design Review Checklist is attached to these Guidelines.

(1) **Existing conditions** - minimum scale 1"=20'. Must include the following information:
- (a) Owner's name;
- (b) Designer's name;
- (c) North Arrow and scale;
- (d) Property lines with dimensions and bearings;
- (e) Setback lines;
- (f) Easement lines;
- (g) Adjacent street names; and
- (h) Outline of exterior walls, decks and driveways on adjacent lots.

(2) **Site Plan** – minimum scale 1"=20'. A full (24x36) and small size (11x17) plan set must be submitted and must include the following information: (May be added to the existing conditions map.)
- (a) Proposed location of home;
- (b) Dimensions from corner of foundation to adjacent property line;
- (c) Proposed driveway;
- (d) Proposed fences;
- (e) Proposed retaining walls;
- (f) Proposed pool or spa location;
- (g) Proposed accessory structures (out building, trellis, etc.);
- (h) Finish Floor Elevation (FFE) of first floor and garage;
- (i) Proposed two-foot contour lines; and
- (j) Location of underground or above ground LP tank.

(3) **Architectural Plans** - minimum scale of 1/4"=1'-0"

(a) FLOOR PLANS

(i) Interior rooms dimensioned and named;

(ii) All window and door openings shown;

(iii) Roof overhang with a dashed line;

(iv) Total square footage of structure; and

(v) Heated square footage of structure. (Refer to the applicable Supplemental Declaration of Declaration, Conditions and Restrictions)

(b) BUILDING ELEVATIONS

(i) Front, rear and two side elevations;

(ii) All elevations labeled so they correspond with site plan;

(iii) Exterior finish shown, including paint color & samples; and

(iv) All decks and terraces shown.

(4) **Landscape Plans** - minimum scale of 1"= 20' (If Required)

(a) Owner's name;

(b) Designer's name, address, telephone and fax number;

(c) North arrow and scale;

(d) Property lines with dimensions and bearings;

(e) Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement and utilities;

(f) Location of all lawn areas and shrub bed lines; and

(g) Location of all proposed plant material.

(h) Plant list with quantities, botanical names, common names, sizes and specifications.

(i) Location and specifications of all exterior lighting fixtures.

(j) Total area of lawn, mulch, rock or other coverage materials in square feet.

(k) Total area of lawn as percentage of site.

6.0 ARCHITECTURAL GUIDELINES

6.01 General Standards

All residential dwellings, buildings and other improvements must be constructed in conformity with the Guidelines. All footprints and garages must be sited within applicable setbacks. The ARB may disapprove plans for any reason, including purely aesthetic considerations.

6.02 Modular Construction

No modular home or manufactured home is permitted. "Modular home and manufactured home" includes any prefabricated or prebuilt dwelling which consists of one or more transportable sections or components and shall also be deemed to include manufactured building, manufactured home, modular building, modular home, modular construction, and prefabricated construction as defined by the Texas State Building Code. Prefabricated accessory structures, such as sheds and gazebos, may only be installed with the advanced written approval of the ARB.

6.03 Dwelling Size / Minimum Standards

Refer to the applicable Supplemental Declaration of Covenants, Conditions and Restrictions.

6.04 Setback & Building Height Requirements

See Appendix A.

6.05 Exterior Color Guidelines

All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The ARB may approve other color schemes in its sole discretion. The ARB will provide a color sample chart and/or specification chart to preview approved earth tones.

7.0 SITE REQUIREMENTS: ACCESSORY AND DECORATIVE STRUCTURES

7.01 Accessory Structures

The number of buildings on each Lot is limited by the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. Accessory structures, such as detached garages or workshops, shall be no larger than the percentage of the main residential dwelling as defined in the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. Each home site is limited to outbuildings as defined in the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. The location and appearance of outbuildings shall be submitted and approved by the ARB prior to construction. Outbuildings must be architecturally compatible with the main residential dwelling with exterior materials and roofs matching the main residential dwelling. All outbuildings shall be within the building setback lines. Refer to the applicable Section Supplemental Declaration of Covenants Conditions & Restrictions for more details. All accessory structures shall be situated so that garage doors (if any) do not face the street on which the main residential dwelling fronts. A pool house, guest/servant house or cabana is not considered an accessory structure and shall not be larger than twenty percent (20%) of the main residential dwelling. Outdoor playsets are not considered accessory structures but must be reviewed and approved by the ARB prior to constructing or placing on a Lot.

7.02 Arbors and Trellises

Arbors and trellises are permitted. The location, elevation and finish of an arbor or trellis must be submitted to the ARB for approval prior to the commencement of construction.

7.03 Fences and Walls

General

Walls, fences and gates, if any, must be approved prior to commencement of construction by the ARB or appropriate reviewing body and shall be on or within the Lot property line. No fence shall be more than five feet (5') high, excluding fences surrounding tennis/sports courts whose proposed height shall be submitted to and subject to approval by the ARB or appropriate reviewing body on a case-by-case basis. In general, fencing is allowed from the rear corner of the main residential dwelling and may extend laterally from the main residential dwelling and then back. All portions of fence that face the front of the Lot (and typically, the street) shall be wrought iron. Entry gates, walk gates, side gates and drive gates shall be constructed from

approved steel or wrought iron and painted black or brown. No standard galvanized ranch-type gates are permitted. Gate design, materials and location shall be approved by the ARB prior to installation.

(a) Gateposts or columns may be constructed out of the following materials: a) cedar or steel (painted), not less than 8" in diameter; b) stone; c) CMU or concrete with a plaster/stucco finish. Stone or plaster/stucco must compliment the main residential dwelling.

(b) Typically, only one entry/gate will be allowed from any Lot. A second gate may be allowed for unusually large Lots or Lots with extreme topographical conditions. Entry gates shall be constructed from steel or wrought iron and painted black or brown. Gate design shall be approved by the ARB. No standard galvanized ranch-type gates will be permitted.

(c) Chain link or like fencing material may not be constructed, used in the construction of, or maintained on any tract except in connection with tennis and/or sports courts or with prior approval from the ARB. Perimeter masonry screen walls are not allowed on any homesite. Masonry screen walls within the building envelope (within all building setbacks) may be allowed by the ARB upon review only and must meet specific aesthetic requirements at the sole discretion of the ARB.

(d) Tennis and/or sports court fencing must be constructed of green-coated chain link fence material. The ARB or other appropriate reviewing body, in its sole opinion, reserves the right to disapprove/approve any fence. Cedar board on board or privacy fences are not allowed.

Allowed Fence Types

(a) **King Ranch** - Fencing may be King Ranch type fence, which consists of pealed cedar corner and in-line posts and cedar stays between the in-line posts. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire shall be installed between the in-line posts. For King Ranch type fencing:

(i) Line posts shall be peeled cedar with a minimum diameter of 4", set a minimum of 36" deep, at a maximum spacing of 18'.

(ii) All corner posts shall be peeled cedar with a minimum diameter of 8" and shall be set in concrete at a minimum depth of 36" deep.

(iii) Cedar stays shall be a minimum of 1" in diameter at a maximum spacing of 6'.

(iv) No steel T-posts allowed.

(v) All materials must be new when installed.

(b) **2-3/8" Steel Pipe** - Fencing may also be 2-3/8" steel pipe fence, painted black or brown. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire

shall be installed between the in-line posts. Spacing of the wire shall not exceed 6" x 6" square. For steel pipe fence:

(i) In-line posts must be spaced at no more than 10 feet (10').

(ii) A single top rail consisting of the same size pipe shall be placed on top of the in-line posts.

(iii) A single bottom rail consisting of the same size pipe shall be placed on the bottom of the fence at 6" above finished grade.

(iv) Wire must be left in natural color.

(c) **Wrought Iron** - Fences may also be wrought iron.

(i) All portions of fence that face the front of the lot (and typically, the street) shall be wrought iron (this does NOT pertain to the fence that extends laterally from the rear of the main dwelling).

(ii) All corner homes shall have wrought-iron fence that faces the front of the lot. For the non-front street side, fence may be either King Ranch, wrought iron or 2-3/8" steel pipe.

All proposed fences must be reviewed by the ARB prior to installation. Construction of an unapproved fence will result in a fine and require removal of the unapproved fence at owner's expense.

7.04 Swimming Pools / Hot Tubs

Above ground swimming pools are prohibited. Bubble covers for below ground swimming pools are prohibited. Fitted (excluding bubble type) pool covers are permitted. Pools may not be installed on the front or side yard of any main residential dwelling. All plans for swimming pools must be submitted by the Owner or the Builder to the ARB for approval. Swimming pools and adjacent pool equipment may be subject to screening requirements imposed by the ARB.

Outdoor hot tubs are approved. The location of a hot tub shall be shown on the site plan. Hot tubs shall not be installed on the front or side yard of any main residential dwelling. Approved hot tubs may be subject to additional screening requirements imposed by the ARB.

7.05 Clothesline

There shall be no outdoor clothesline on any Lot.

7.06 Tennis Courts

Private tennis courts are permitted on Lots that are three (3) acres or larger. Tennis courts must meet all set back requirements placed on the rear yard of the Lot and must be approved in advance by the ARB.

7.07 Basketball Goals

Temporary basketball goals are permitted if they comply with the setbacks from the main street included in the ARB approval for the construction of the main residential dwelling. Permanent basketball goals require approval from the ARB. Basketball goals are not permitted to be attached to the main residential dwelling, for example over the garage. Any permanent basketball goal constructed without ARB approval is considered to be in violation of the Declaration and the Guidelines.

7.08 Camping

No camping is permitted at Vintage Oaks.

8.0 SITE REQUIREMENTS: DRIVEWAYS

8.01 Driveways

Driveways must be surfaced with concrete, exposed aggregate, brick pavers, asphalt, or a combination thereof. Driveways must be surfaced upon completion of construction of the main residential dwelling. Consult with Comal County for sizing and placement of driveway culverts. The correct size culvert(s) shall be placed during the installation of the construction entrance.

9.0 SITE REQUIREMENTS: LANDSCAPING IRRIGATION & LIGHTING

9.01 Landscape and Submission Requirements

All residential dwellings in Vintage Oaks will be landscaped per the following guidelines. Prior to designing a landscape plan it is imperative to understand a Lot's topographical features and how seasonal water run-offs will impact the plans. Additionally, Hill Country indigenous wildlife (deer, armadillos, skunks, wild hogs, etc.) have an insatiable appetite for specific plants, trees, and shrubs. The goal of the hereinbelow landscape guidelines is to integrate home design and community development with the inherent scale, form, massing, color and texture of the natural Hill Country landscape. The Association should be contacted regarding any questions.

9.02 Landscaping Requirements ($500 Landscape Deposit)

Landscape layout and plans must be approved in writing by the ARB prior to installation. The landscaping plan will be a well-designed balance of trees, shrubs, grass (if applicable to a landscape design), rocks, and existing native plants around the perimeter of each new residential dwelling. The plan will be subject to site conditions and approval by the ARB.

(d) Landscape plans must be submitted for ARB review no later than **thirty (30) days** prior to the completion of the main residential dwelling (Move-In). A Five Hundred and No/100 Dollar ($500.00) landscape deposit is required prior to the start of landscape installation (deposit will be included with the landscape plan submission). This deposit will be returned when the landscape job is complete and all landscape debris has been removed from the Lot. Fines may be assessed against this deposit if is determined that the installed landscaping has not followed the guidelines or approved plan.

(e) Landscape plans will include the planting schematic, irrigation plan and restoration plan. The plan must show the location of all residential improvements and the necessary plat data, setbacks, easements etc.

(i) Indicate all existing landscaping to remain and all existing landscaping to be removed.

(ii) Location and size of all proposed landscape materials.

(iii) Proposed improvements (patios and decks, walkways, retaining walls, landscape walls, fences, other). Should an Owner or Builder opt for a phased approach and will add features/improvements over time, these future additions will also require ARB approval prior to installation.

(iv) Temporary and permanent measures for slope stabilization and erosion control.

(f) The landscape installation must be completed within six (6) months of move in unless approved by the ARB.

(g) Final inspection of the approved landscape installation will be completed by the ARB. The ARB may approve the landscaping as presented or may require additional modifications in order to receive approval.

9.03 Landscaping Design Guidelines

Landscape plans and grading plans will typically address two distinct landscape zones and the creation of a defined edge between these two zones. If there are existing conditions that prevent the ability to designate these two distinct zones in a landscape plan, please provide a detailed explanation when submitting a landscape plan.

(h) *The Native Landscape Area* (NLA) includes portions of the Lot outside of the building envelope. The NLA is to remain predominantly undisturbed during site development. The NLA can extend into the building envelope to reinforce the relationship between buildings and landscape. Except for the installation of a driveway, the NLA should remain undisturbed during construction. Unless specifically approved by the ARB, all construction, excavation, cut and fill slopes, vegetation and tree removal and other forms of disturbance are prohibited within the native landscape area. All portions of the NLA that are disturbed during construction shall be re-vegetated with plant materials indigenous to the area. The introduction of plant materials into the NLA that are not indigenous is prohibited. Owners are encouraged to provide a mix of vegetative types within manicured areas, including shrub beds, perennial beds, trees, container plants, and lawn. Underground irrigation systems are highly encourage to permanently support native plantings adjacent to manicured landscape areas.

(i) *The Manicured Landscape Area* or enhanced landscape zone is the second zone and generally includes areas within the building envelope. This area allows for a more formal landscape treatment adjacent to the main residential dwelling. Ornamental plants and manicured lawns are permitted but such features should

be planned carefully to conserve the use of water and maintain the natural character of the site.

9.04 Landscaping Requirements

(j) Preservation of existing vegetation and natural features is encouraged.

(k) A list of plants and plant sizes is required. Generally, full five (5) gallon plants are required along the foundation of the main residential dwelling and must screen most of the exposed foundation. Exterior finish materials must extend to within 18" of finished grade on 3 sides (not including back) of the main residential dwelling. All areas disturbed during construction must be restored to their natural state or enhanced with native plant additions.

(l) All plant materials introduced at Vintage Oaks should be native. A reference list of acceptable plants and grasses is attached.

(m) Removing dead trees and pruning dead limbs is permitted and highly encouraged.

(n) Use of turf grass is encouraged. Turf grass shall be limited to an area no more than 2.5 times the main residential dwelling foundation footprint with a12,000 sq.ft. maximum. The measurement shall be based on the square footage of the main residential dwelling and the garage but not the driveway or patio. The turf grass layout and the irrigation system may be adjusted to fit certain site specific situations.

Guidance turf grass proportion to main residential dwelling size

Sq/Ft	2.5 times footprint
2,500	6,250
3,000	7,500
3,500	8,750
4,000	10,000
4,500	11,250

NOTE: Prior to determing your turf area, consider Canyon Lake Water Supply rates/cost. **Artifical grass** is an option but type and quality must be clearly indicated in the plan submitted to attain approval from the ARB.

(o) A 100% rock landscaping is authorized but must meet ARB approval. Rock landscaping must contain some diversity/undulation (dry river beds, out-croppings, color, etc.). The rock pattern must compliment the inherent scale, form, massing, color and texture of the natural landscape

(p) Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of Oak Wilt. Specific requirements include:

(i) Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.

(ii) Oak tree pruning is discouraged from February 1 to June 15.

(iii) Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).

(q) Restoration of all areas disturbed during construction not otherwise landscaped into a lawn area or landscape bed is required.

(r) Automatic Irrigation Systems. A plan and schematic for an irrigation system should be included.

(i) The use of typical drip irrigation heads or pop-up heads that conserve water are encouraged.

(ii) All in-ground irrigation systems installed are to be zoned based on plant watering requirements and be equipped with rain and/or moisture sensors.

(iii) Pressure reducing valves and/or remote control valves are required for each station with flow control. A pressure reducing valve installed in-line at the meter serving the house and as well as the irrigation system is acceptable.

(iv) A backflow prevention device installed upstream of the irrigation system is required in accordance with state law. Not every such device meets the requirements of state law so consult with your irrigator or call Canyon Lake Water.

(s) Two (2) inches of mulch is required for all shrub and bed areas.

(t) Turf grass shall have a minimum of 4" of native soils or improved soils. Caliche is not considered as soil.

(u) New residential properties must use Xeriscape landscaping on all areas of the yard that are not planted in turf. Builders and developers are restricted to offering Xeriscape landscape plans which meet this requirement. Lawn area does not include any area or areas on a property which have been allowed to remain in it native state.

(v) Piles of rock, mulch and other debris are prohibited once the landscape plan is completed.

(w) Firewood shall be stacked and organized

9.05 Landscape Lighting

If the landscape plan is to include landscape lighting, the submitted plan must include the lighting plan. Landscape lighting shall be installed to minimize the visibility of the light source and to minimize light pollution of the night sky. Lighting that falls on the main residential dwelling or that highlights trees should be the minimum lighting as possible for the desired effect. Additional requirements include:

(x) Fluorescent, metal halide and low-pressure sodium lamps are prohibited, as are exposed bulbs or wrap-around lenses.

(y) Low voltage, low wattage lighting with a maximum of 45 watts is allowed for address marker and entry gates.

(z) Down lighting is encouraged.

(aa) Spotlights/Floodlights will be considered on a case-by-case basis, depending on orientation and location. Pole lights will be reviewed on a case-by-case basis

(bb) Decorative or lantern fixtures shall have a maximum of 45 watts.

(cc) Permanent colored lights are prohibited.

(dd) All path and landscape lighting must consist of low voltage lamps. Path and landscape lighting shall have a maximum height of 36".

9.06 Landscaping Water Conservation

Owners are encouraged to practice water conservation measures within their homes with respect to efficiently managing their water use. Due to weather conditions in south Texas droughts are common and can result in water authority imposed mandatory drought and water conservation restrictions which limit the amount and times at which water can be used by residents.

LANDSCAPE PLAN CHECKLIST

The following items represent minimum requirements. Additional information may be required if deemed necessary by the ARB.

LANDSCAPE DESIGN

One set of completed final design plans shall be submitted on minimum 24"x 36" sheets and shall include:

- Site plan
- Owner's Landscaping Deposit Agreement
- Owner's Landscaping Deposit – $500
- Final landscape plan (due 30 days prior to substantial completion/move-in)
- Exterior and landscape details (include: location, color and materials of retaining walls)
- Grading and drainage plans
- Plan cannot be at an Architect's scale, engineering scale only
- Location, type, quantities and sizes of proposed plants (identify plants not on approved list)
- All hardscape materials, details, specifications and colors
- Irrigation plans (temporary irrigation for restoration of the NLA)
- Restoration plan

Landscaping Plant-Tree-Shrub-Turf Reference

PLANT LISTS

The following list should be used as a starting point for selecting plants in Vintage Oaks. Requirements for specific Lots may be more or less restrictive depending on landscape indigenous to the immediate site and the location of the site within the community.

Natural Landscaping Area (NLA)

Botanical Name	*Common Name*
Aesculus Arguta	Texas Buckeye*
Chilopsis Linearis	Mesquite
Cercis Canadenis.	Redbud
Cornus Drummondii	Roughleaf Dogwood*
Diospyros Texana	Texas Persimmon*
Fraxinus Texensis	Texas Ash
Leucaena Retusa	Goldenball Leadtree*
Quercus Fusiformis	Escarpment Live Oak
Rhus Lanceolata	Flameleaf Sumac*
Sophora Secundiflora	Mountain Laurel*
Ulmus Crassifolia	Cedar Elm
Ungnadia Speciosa	Mexican Buckeye*

Botanical Name	*Common Name*
Anisacanthus Wrightii	Flame Aacanthus*
Lantana Horrida	Texas Lantana*
Opuntiaspp	Cactus*
Rhus Virens	Evergreen Sumac*

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Salvia Greggii	Autumn Sage*

Botanical Name	*Common Name*
Amblyolepis Setigera	Huisache Daisy
Aster Oblongifolius	Autumn Aster*
Bouteloua Gracilis	Blue Grama
Buchloe Dactyloides	Buffalo Grass
Car Ex Piano Stachys	Cedar Sedge
Castilleja Indivisa	Indian Paintbrush
Coreopsis Tinctoria	Calliopsis
Gaillardia Pulchella	Indian Blanket
Liatris	Gayfeather
Linum Lewisii	Blue Flax
Lupinus Texensis	Bluebonnet
Melanpodium Leucanthum	Blackfoot Daisy
Melica Nitens	Three-Flower Melic
Muhlenbergia Reverchonii	Seep Muhly
Malvaviscus Arboreus	Turks Cap*
Rudbeckia Hirta	Black-Eyed Susan
Salvia Coccinea	Scarlet Sage
Salvia Engellmannii	Englemann Sage
Salvia Farinacea	Mealy Blue Sage

RECORDER'S MEMORANDUM
THIS DOCUMENT WAS OF POOR
QUALITY AT THE TIME OF RECORDING
AND MAY NOT REPRODUCE

Enhanced Landscape Zone

In addition to the plant list defined for the NLA, the following selection of plants is appropriate for use in landscaped areas that have a direct relationship with the main residential dwelling. The Enhanced Landscape must be contained within clear boundaries, beyond which only plants for the Native Zone are allowed.

TREES

Botanical Name	*Common Name*
Comus Florida	Flowering Dogwood
Cotinus Obovatus	Smoke Tree
Ilex Deciduas	Possumhaw
Ilex Vomitoria	Yaupon Holly*
Lagerstroemia Indica	Crepe Myrtle
Prunus Mexicana	Mexican Plum
Quercus Macrocarpa	Bur Oak
Quercus Texana	Texas Red Oak
Sophora Affinis	Eve's Necklace
Taxodium Distichum	Bald Cypress
Ulmus Parvifolia Sempervirens	Lacebark Elm
Vitex Agnus-Castus	Vitex

SHRUBS

Botanical Name	*Common Name*
Abelia spp	Abelia*
Aspidisstra Elatior	Cast-Iron Plant*
Aucubajaponica	Japanese Aucuba*
Berberis Thunbergii	Redleaf Barberry*
Berberis Trifloliolata	Aagarita*

Buxus Microphylla	Boxwood*
Cotoneaster Dammeri	Coral Beauty Cotoneaster*
Elaegnus spp	Elaegnus*
Fatsiajaponica	Japanese Aralia*
Hypericum spp	Hypericum*
Hesperaloe Parvaiflora	Red Yucca*
Ilex Comuta	Dwarf Chinese Holly*
Ilex Vomitoria	Dwarf Yaupon*
Ligustrum Luicidum 'Variegated'	Variegated Ligustrum
Leucophyllum spp	Texas Sage*
Myrica Cerifera	Southern Wax Myrtle*
Nandina spp	Heavenly Bamboo*
Nerium Oleander	Oleander*
Pyracantha Coccinea	Pyracantha*
Raphiolepis Indica	Indian Hawthorn
Rosmarinus Officinalis	Rosemary*
Santolina Chamaecyparissus	Gray Santolina
Yucca spp	Yucca
PERENNIALS & GRASSES (St. Augustine Prohibited)	
Botanical Name	***Common Name***
Achillea spp	Yarrow*
Malvaviscus Arboreus	Turks Cap*
Nolina Texana	Sacahuista*
Pennisetum spp	Fountain Grass

Poliomentha Longiflora	Mexican Oregano*
Salvia Leucanthia	Mexican Bush Sage*
Salvia Roemeriana	Cedar Sage*
Various turf grasses	
FLOWERS, FERNS & HERBS	
Botanical Name	***Common Name***
Ageratum spp	Ageratum*
Begonia spp	Begonia*
Coreopsis Grandiflora	Coreopsis*
Coreopsis Lanceolata	Lanceleaf Coreopsis*
Cosmos Bipinnatus	Cosmos*
Echinacea spp	Purple Cone Flower*
Iris spp	Iris*
Lupinus Texensis	Bluebonnet*
Nephrolepsis spp	Sword Fern*
Salvia Farinacea	Mealy Blue Sage
Salvia spp	Indigo Spires*
Senecio Cineraria	Dusty Miller*
Tagetes spp	Mexican Mint Marigold*
Thellypteris Kunthii	Wood Fern*
Verbena Tenuisecta	Moss Verbena*
Vinca Rosea	Periwinkle*
Zinnia spp	Zinnia*
GROUND COVERS	

Botanical Name	*Common Name*
Ophiopogonjaponicus	Mondo Grass
Thymus spp	Creeping Thyme
Trachelospermum Asiaticum	Asian Jasmine

LAWN/TURF GRASS
Common Name
Bermuda, Improved Varieties Zoysia, Improved Varieties
Buffalo Grass, Improved Varieties

VINES	
Botanical Name	*Common Name*
Bignonia Capreolata	Crossvine
Campsis Radicans	Trumpet Vine
Clematis Texensis	Scarlet Leather-Flower
Ficus Pumila	Fig Ivy
Gelsemium Sempervirens	Carolina Jessamine
Lonicera Sempervirens	Coral Honeysuckle
Parthenocissus Quinquefolia	Virginia Creeper
Passiflora Incarnata	Passion Flower
Wisteria Sinensis	Wisteria

*Plants identified with an asterisk at the end of the common name have shown some resistance to deer grazing but there is no such thing as deer-proof. Drought conditions and other situations may cause a food shortage and all plant material may be susceptible to deer grazing.

10.0 ADDITIONAL REQUIREMENTS

10.01 Storage of Recreational Vehicles and Equipment

Recreational vehicles may not be kept on any Lot prior to construction of the main residential dwelling. After the main residential dwelling is completed, recreational vehicles may be kept on

the Lot as long as they are parked only in the garage(s) serving the Lot or behind the main residential dwelling out of site from the street.

10.02 Signage

One school function sign or political sign approved by the ARB may be placed on a Lot for a period not to exceed two (2) weeks.

Refer to Section 4.03 for additional guidance regarding Builder signs.

No other signage of any kind including, but not limited to "For Sale" signs, "Sold" signs, "For Lease" and/or "For Rent" signs, or any other third party utility or subcontractor signs shall be permitted on any Lot, except as provided in Article 9.4(b)(i) of the Declaration, or as stated below.

One professionally made "Available" sign may be installed in the ground for the sale or resale of a new or existing residential dwelling. Such sign shall be 3' x 2' in size, shall be the same sign type as those used for Builder signs and shall be placed parallel to the road at the front building line in the center of the Lot. The ARB may remove such "Available" signs at any time at its sole discretion. See the sample sign attached hereto.

These provisions do not apply to Declarant so long as Declarant still owns a Lot within Vintage Oaks. Notwithstanding, however, nothing herein shall prevent the Association from establishing rules for permitting celebration or recognition of Religious or National Holidays.

10.03 Propane Storage Tanks

Propane storage tanks must be buried in the ground or fully screened from view with landscaping or masonry walls matching the masonry of the main residential dwelling. Screening must be approved by the ARB prior to installation.

10.04 Fishing & Swimming Piers or Docks

Any Lot that adjoins a pond may have a fishing structure erected per the following guidelines:

- The structure may be permanent or floating;
- It may extend a maximum of 10 feet from the shoreline and be a maximum of 100 square feet of surface area;
- It may be a maximum height of 2 feet above the normal water level;
- It must be constructed of treated lumber with a minimum surface thickness of 2 inches. Any pilings or poles must be a minimum of 6x6 in size and diameter;
- The structure must not be within 25 feet of a property line; and
- Floating docks must use encapsulated foam and lumber.

10.05 Drainage and Drainage Easements

There shall be no interference with the established drainage, including a drainage easement, over any of the Properties, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ARB. Specifically, and not by way of limitation, no improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

APPENDIX A

SECTION	LOT #	MAX BUILDING HEIGHT		SET BACKS*					
		HOME	ACCESS BUILDINGS	FRONT		REAR		SIDE	
				Lft	Rt	Lft	Rt	Lft	Rt
All sections	All Lots	35'	35'	50'		50'		10'	

*Note: For all corner lots, the setback from the side street is 25'.

VINTAGE OAKS

ARCHITECTURAL REVIEW APPLICATION

DATE	HOME SITE (SECTION/LOT):

TYPE OF CONSTRUCTION:

- ☐ POOL
- ☐ LANDSCAPE (Submit thirty (30) days prior to completion of home)
- ☐ NEW CONSTRUCTION
- ☐ RENOVATION / ADDITION
- ☐ FENCE

PROPERTY OWNER:

ADDRESS TO MAIL PLANS (NO P.O. BOX):

CITY, STATE, ZIP:

TELEPHONE: Fax:

EMAIL ADDRESS:

BUILDER:

ADDRESS TO MAIL PLANS:

CITY, STATE, ZIP:

TELEPHONE: Fax:

EMAIL ADDRESS:

ARCHITECT / DESIGNER:

ADDRESS TO MAIL PLANS:

CITY, STATE, ZIP:

TELEPHONE: Fax:

EMAIL ADDRESS:

APPLICATION CHECKLIST:

CONSTRUCTION DOCUMENTS:

Two (2) sets of construction documents must be submitted to the ARB for review. Refer to *Section 5.0* of the Guidelines for specific requirements for each document.

- ☐ Site Plan (2 sets)
- ☐ Building Elevations (2 sets)
- ☐ Floor Plan (2 sets)
- ☐ Landscape Plans
- ☐ Exterior Color Samples (2 sets)

APPLICATION FEES

Make all Checks payable to Property Owners Association of Vintage Oaks, Inc.

☐ Review Fee $500
☐ All Other Fees $100

Date Received:
Received by:
Check #

☐ Builder Deposit $2,500
(for compliance to "Clean Site" standards)
Note: To be refunded to Builder upon completion of the approved construction and/or modification less any fines for "Clean Site" violations or damage.
****Check must come from Builder**

Date Received:
Received by:
Check #

Area Calculations:
Heated Square Footage:
Total Home Site Area:

Agreement:
As the Owner and the Builder of the above described construction project, we acknowledge and agree that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board (the "**ARB**").
We further acknowledge and understand that:

1. We have read and understand the Covenants and Restrictions applicable to the Properties, all the Guidelines and will follow and obey said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing this project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean construction site at all times and install a Builder sign, commercial dumpster, job toilet, a construction entrance and a "dump box" in conformance with the Guidelines prior to the commencement of any construction. Builder understands that if he does not comply with clean site standards, that violations are subject to fines, at the discretion of the construction superintendent for SouthStar at Vintage Oaks, LLC, a Texas limited liability company (the "**Declarant**"). Said fines will be deducted from the Builder Deposit.
4. We are responsible for the conduct of all workers and subcontractors performing services on this project at all times while they are engaged by us.
5. The Builder or Owner is responsible for applying for all utilities (including, but not limited to, electricity, water, and natural gas) and complying with connection/interface requirements immediately upon receiving approval for construction. Declarant will not be held responsible for construction delays due to the Builder/Owner's failure to apply for utilities in a timely manner. Furthermore, neither Declarant nor the ARB will be held liable for the failure of any utility to provide their services to the Builder/Owner in a timely manner.
6. The Builder and the Owner are responsible for installing a base temporary drive to the Lot prior to the commencement of construction activities. Damage to paved roads by a Builder, sub-contractor, supplier or others related to the construction of a residential dwelling will be repaired and costs will be deducted from the Builder Deposit.

Owner Date:

Builder Date:

Architectural Review Board
Submission Check List

(please circle items that are applicable)

Unit _____ Lot _____

		(Meets Requirements)
1.	Review Fee = $500	Yes / No / NA
2.	All Other Fees = $100	Yes / No / NA
3.	Builders Deposit = $2,500 (check must come from Builder, not Owner)	Yes / No / NA
4.	Owner's Signature	Yes / No / NA
5.	Building Square Ft Requirement	Yes / No / NA
6.	Building Colors	Yes / No / NA
7.	Exterior Construction Material	Yes / No / NA
8.	Front/Back/Side Set Backs	Yes / No / NA
9.	Height Requirement	Yes / No / NA
10.	Side Entrance for Garage	Yes / No / NA
11.	Chimney Exterior Material	Yes / No / NA
12.	Driveway Finish	Yes / No / NA

Comments: _____

_____

_____

_____

VINTAGE OAKS
APPLICATION FOR VARIANCE REQUEST

The ARB will review variance requests on a case by case basis. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

DATE HOME SITE (SECTION/LOT):

TYPE OF VARIANCE: ☐ SET BACK _____ STREET NAME
☐ OTHER

OWNER:

ADDRESS TO MAIL PLANS:

CITY, STATE, ZIP:

TELEPHONE: Fax:

EMAIL ADDRESS:

DESCRIBE VARIANCE BEING REQUESTED WITH A SHORT EXPLANATION OF WHY IT IS NEEDED:

OWNER DATE

VINTAGE OAKS

APPLICATION TO COMBINE ADJOINING LOTS

DATE HOME SITE (SECTION/LOT):

OWNER:

ADDRESS TO MAIL PLANS:

CITY, STATE, ZIP:

TELEPHONE: Fax:

EMAIL ADDRESS:

REASON FOR COMBINING LOTS:

OWNER DATE

Design Review Checklist

Existing conditions - minimum scale 1"=20'. Must include the following information:

- ☐ Owner's name
- ☐ Designer's name
- ☐ North Arrow and scale.
- ☐ Property lines with dimensions and bearings.
- ☐ Setback lines
- ☐ Easement lines
- ☐ Adjacent street names
- ☐ Outline of exterior walls, decks, and driveways on adjacent lots.

Site Plan - minimum scale 1"=20 Must include the following information: (May be added to the existing conditions map.)

- ☐ Proposed location of home;
- ☐ Dimensions from corner of foundation to adjacent property line;
- ☐ Proposed driveway;
- ☐ Proposed fences;
- ☐ Proposed retaining walls;
- ☐ Proposed pool or spa location;
- ☐ Proposed accessory structures (out building, trellis, etc.);
- ☐ Finish Floor Elevation (FFE) of first floor and garage; and
- ☐ Location of underground or above ground LP tank.

Architectural Plans - minimum scale of 1/4"=1'-0"

FLOOR PLANS

- ☐ Interior rooms dimensioned and named;
- ☐ All window and door openings shown;
- ☐ Roof overhang with a dashed line;
- ☐ Total square footage of structure; and
- ☐ Heated square footage of structure (Refer to applicable Supplemental Declaration of Covenants, Conditions and Restrictions).

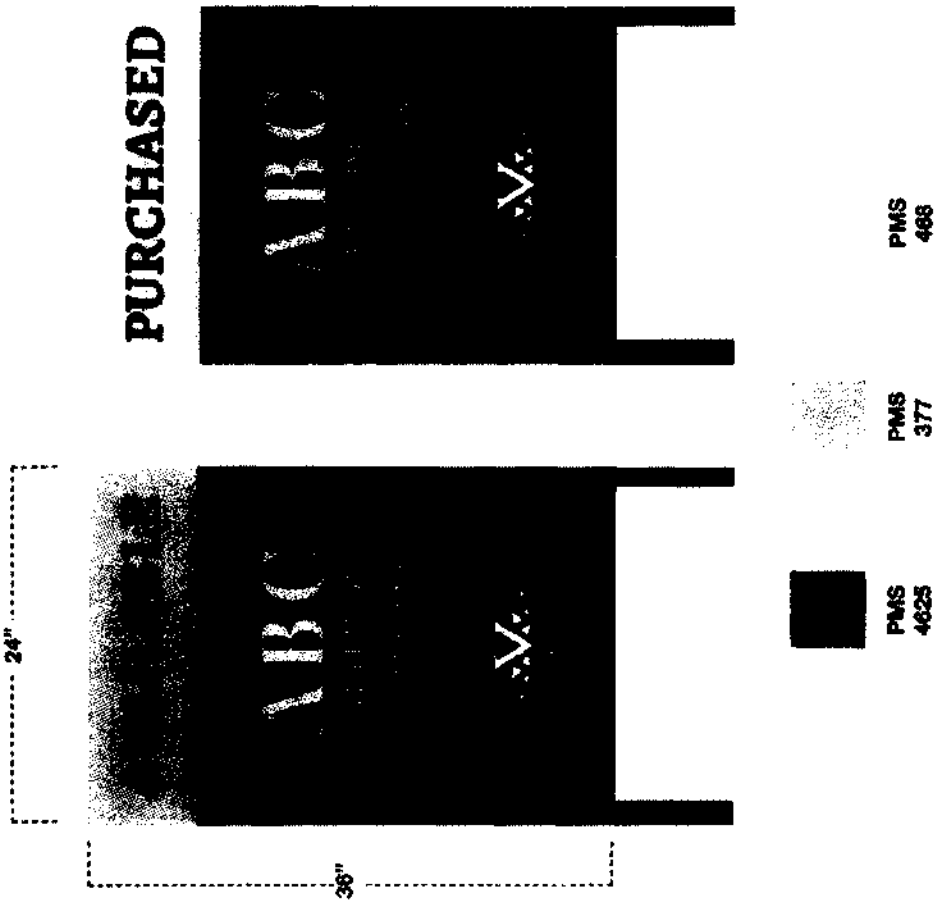
BUILDING ELEVATIONS

- ☐ Front, rear and two side elevations;
- ☐ All elevations labeled so they correspond with site plan;
- ☐ Exterior finish shown, including paint color & samples; and
- ☐ All decks and terraces shown.

Landscape Plans - minimum scale of 1"= 20' (If Required)

- ☐ Owner's name;
- ☐ Designer's name, address, telephone and fax number;
- ☐ North arrow and scale;
- ☐ Property lines with dimensions and bearings;
- ☐ Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement and utilities;
- ☐ Location of all lawn areas and shrub bed lines;
- ☐ Location of all proposed plant material;
- ☐ Plant list with quantities, botanical names, common names, sizes and specifications;
- ☐ Location and specifications of all exterior lighting fixtures;
- ☐ Total area of lawn in square feet; and
- ☐ Total area of lawn as percentage of site.

BUILDER SIGN/SAMPLE SIGN



RECORDER'S MEMORANDUM
THIS DOCUMENT WAS OF POOR
QUALITY AT THE TIME OF RECORDING
AND MAY NOT REPRODUCE

ARB HOME CONSTRUCTION CHECKLIST

1. Before Construction:
   - Dumpster (30 cubic yard minimum)
   - Dump Box (8' x 8' plastic lined)
   - Chemical Toilet
   - Construction Entrance with culverts if necessary
   - Fire Suppression Equipment
   - Site must be kept clean and free of trash and debris
   - Receipt of Builder Deposit

2. Construction Phase:
   - Verify site location. i.e.; Compliance to setbacks.
   - Clean site being maintained.
   - Periodic site visit to check for compliance.
     - Masonry or Exterior Materials
     - Roof Materials
     - Colors (if applicable)
   - Paved Road Inspection for Damage

3. Final Inspections:
   - Meet restriction requirements including drives, fencing, landscaping, road damage, etc.

4. Refund of Builder Deposit.

NOTICE TO ALL BUILDERS

All Builders are required to follow these Workplace Standards on this SouthStar Community.

1. Vintage Oaks is a SouthStar Community ***"Clean Site"*** All Builders are required to do the following **prior** to starting home construction:
   - Place a dumpster on the lot (site must be kept clean at all times);
   - Dump Box (8' x 8' plastic lined);
   - Place a chemical toilet on the Lot;
   - Install a construction entrance (minimum of 1½" to 3" rock) and culvert if necessary; and
   - Fire suppression equipment must be on site.

Contractors are required to continuously abide by these workplace standards on this SouthStar Community. Violations are subject to fines, at the discretion of the SouthStar at Vintage Oaks, LLC's construction superintendent.

Thad Rutherford
Chief Operating Officer
SouthStar at Vintage Oaks, LLC

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/19/2016 10:59:10 AM
CASHTWO 39 Page(s)
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Bobbie Koepp

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS

AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

ADOPTED:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: THAD RUTHERFORD
Title: SENIOR VP OF OPERATIONS

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 31 day of August, 2016, by THAD RUTHERFORD, SENIOR VP OF OPERATIONS of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, on behalf of said company.

LAURA L. FICCO
Notary Public, State of Texas
Comm. Expires 06-29-2020
Notary ID 10203228

_____
Notary Public, State of Texas

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented (the "Declaration").

Amended and Adopted by SouthStar at Vintage Oaks, LLC, a Texas limited liability company, in accordance with *Section 2.01* of the Vintage Oaks Architectural Site Design Guidelines recorded under Document No. 201606020343, Official Public Records of Comal County, Texas, and *Section 9.3* of the Declaration.

VINTAGE OAKS
AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

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VINTAGE OAKS
AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

1.0 Introduction

1.01 Objective of the Guidelines

This document has been prepared for promoting the development of a residential community known as Vintage Oaks (the "**Development**"). The standards of design expressed in this document are intended to describe our "vision" of the Development through procedures that are clearly outlined and informative. Our intent is to expedite the process of building an exceptionally high quality residence. Throughout the course of the Development, the Architectural Review Board (the "**ARB**") may review and revise these Amended and Restated Architectural and Site Design Guidelines (the "**Guidelines**"), as necessary to reflect changing conditions.

1.02 Relationship to Legal Documents

The Guidelines are supplementary to the Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, which is recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented (the "**Declaration**"). The Guidelines are intended to complement the Declaration and should a conflict arise, the Declaration shall prevail.

1.03 Community Master Plan

Vintage Oaks is a planned community that includes approximately 3,316 acres located at 1110 Vintage Way, New Braunfels, Texas 78132 in Comal County (the "**Community**"). The Community includes multiple parks, a swimming pool complex and walking trails. Throughout the Development it is the intent of the developer to protect the natural features of the Texas Hill Country. Consequently, the Guidelines will reflect that concern in its approach toward the design, review and construction of residences and landscapes within Vintage Oaks.

2.0 Organization & Responsibilities of the Architectural Review Board (ARB)

2.01 Mission and Function

The Declaration states that no exterior structures or improvements shall be erected in the Development without being approved by the ARB. The Guidelines are used by the ARB for the evaluation of plans and specifications submitted to the ARB for review and approval (or disapproval). The final decision of the ARB may be based on purely aesthetic considerations. It is important to note that these opinions are subjective and may vary as members of the ARB change over time. SouthStar at Vintage Oaks, LLC, a Texas limited liability company (the "**Declarant**"), reserves the right to revise and update the Guidelines as well as the performance and quality standards to respond to future changes.

2.02 Membership

The ARB is comprised of one (1) or more members appointed by the Declarant. The right to appoint members to the ARB shall be retained by the Declarant in accordance with Article 9.2 of the Declaration. At such time, the Board of Directors of the Property Owners Association of

Vintage Oaks, Inc., a Texas nonprofit corporation (the "**Association**"), shall appoint the members of the ARB in accordance with Article 9.2 of the Declaration. The Declarant, with the assistance of a separate entity, SouthStar Property Management, LLC (the "**Manager**"), may review and approve new construction with the assistance of an architect or other design professional. As the Development progresses, the Declarant may but is not obligated to appoint a resident to the ARB.

2.03 Scope of Responsibility

The ARB has the following responsibilities:

1. Evaluating each of the plans submitted by an Owner for adherence to the Guidelines.
2. Approving or rejecting all new construction.
3. Monitoring the design and construction process in order to ensure conformance with the Declaration and the Guidelines.
4. Interpreting the Declaration and the Guidelines.
5. Approving all modifications to existing structures, including but not limited to walls, fences, driveways, sidewalks, material replacements, renovations, additions and landscaping.

2.04 Architectural Review Application and Meeting

An application shall be submitted to the ARB by the Owner and the Builder before any new construction may begin on a Lot (the "**Architectural Review Application**"). *See* the Architectural Review Application attached hereto. Approval of the main residential dwelling for a Lot is to be initiated prior to a request for any other structure, improvement or new construction. For example, landscape and pool/water feature design approvals are not permitted until the approval of the main residential dwelling is given by the ARB.

In addition, both a pre and post construction meeting between the Owner, the Builder, and the Manager is required for all new construction. This process will begin as soon as the Owner or Builder submits the Architectural Review Application for review and approval. An orientation session will be scheduled and facilitated by the Manager prior to the start of construction for any new residential dwelling. The Owner and the Builder are both required to sign the Architectural Review Application acknowledging review, receipt and acceptance of the Guidelines.

2.05 Enforcement Powers

In accordance with Article 9 of the Declaration, all exterior structures, exterior residential dwelling improvements, and exterior residential dwelling modifications require a review by the ARB. A processing fee will be incurred for every plan submitted to the ARB, unless the submittal does not require an architect review, as determined by the ARB. All exterior structures and improvements requiring professional approval will have an approval fee. Examples of exterior structures and improvements requiring architect review will include, but are not limited to, sheds, re-painting, fencing, gates, play structures outside of the back yard, greenhouses, and permanent basketball goals outside of the back yard. Any structure or improvement that is placed on any Lot without ARB approval is considered to be in violation of the Declaration and the Guidelines. The ARB has the power to require that the non-conforming structure be brought into compliance at the Owner's expense.

2.06 Limitation of Liability

Approval by the ARB does not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans. Owners should work with their architect and or contractor to determine whether the design and materials are appropriate for the intended use. In addition, approval by the ARB does not assure approval by any governmental agencies that require permits for construction. Owners are responsible for obtaining or ensuring that their architect or contractor obtains all required permits before commencement of construction. The Declarant, the Association, the Board, the ARB, nor any committee or member of any of the foregoing, shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

3.0 The Design Review Process

3.01 Review of Plans

The ARB will review submissions for design review at scheduled ARB meetings. There is one (1) submission in the design review process during which the architectural and site requirements are reviewed by the ARB. Submission requirements are outlined in Section 9.3 of the Declaration and Section 5.01 of these Guidelines.

3.02 Conditions of Approval / Rejection of Plans

Approval by the ARB shall in no way relieve the Owner or Builder of responsibility and liability for the adherence to any applicable ordinances and codes. Architectural Review Applications submitted for review or any portion thereof may be disapproved upon any grounds, which are consistent with the purpose and objectives of the ARB, including purely aesthetic considerations.

3.03 Architectural and Contractor Requirements

Unless otherwise approved in advance by the ARB, all plans for the construction of residential dwellings or other buildings or other improvements must be designed and drawn by an architect who is registered and licensed in the State of Texas or a professional, experienced home designer.

3.04 Final Review

During final review, the Owner or the Builder shall submit a final set of construction drawings for the construction project. These drawings shall address all the conditions imposed by the ARB, the Declaration and the Guidelines. The ARB reserves the right to make design changes on any plan during this review.

3.05 Additional Meetings with the ARB

If an Architectural Review Application is denied or conditions are unacceptable, the Owner or the Builder may request an additional meeting to discuss the submission with the ARB or an ARB representative.

3.06 Variances

A variance requested by an Owner or Builder shall be requested in writing. *See* Application for Variance Request attached hereto. The ARB may, from time to time, grant variances in accordance

with Section 9.7 of the Declaration. The ARB will grant or deny the variance request in writing. No variances are allowed unless the Owner or the Builder has received a written notice of approval from the ARB. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

3.07 Builder "Clean Site" Deposit

A Builder "Clean Site" deposit amount may be established and published by the ARB (the "**Builder Deposit**"). The Builder Deposit shall be included with the Architectural Review Application. An Architectural Review Application received without the Builder Deposit shall be considered incomplete, and may be returned to the Builder. The ARB reserves the right to change the amount of the Builder Deposit at any time without notice. The purpose of the Builder Deposit is to assure compliance to workplace clean site standards. The Builder can be fined for violation of the "Clean Site" standards at the discretion of the Declarant's representative. Said fines, if any, will be deducted from the Builder Deposit, and the balance of the Builder Deposit will be refunded to the Builder upon completion of the approved construction and/or modification.

If amounts, fines or charges are deducted from the Builder Deposit, Builder will deposit such sums necessary to replenish the Builder Deposit to its initial amount within ten (10) days after such amounts, fines or charges are deducted.

3.08 Review Fees

Review fees may be established and published by the ARB pursuant to Section 9.2 of the Declaration. The purpose of the review fees is to cover all expenses related to the processing and review of the Architectural Review Applications. The Declarant and the ARB reserve the right to change or waive the review fees from time to time without prior notice.

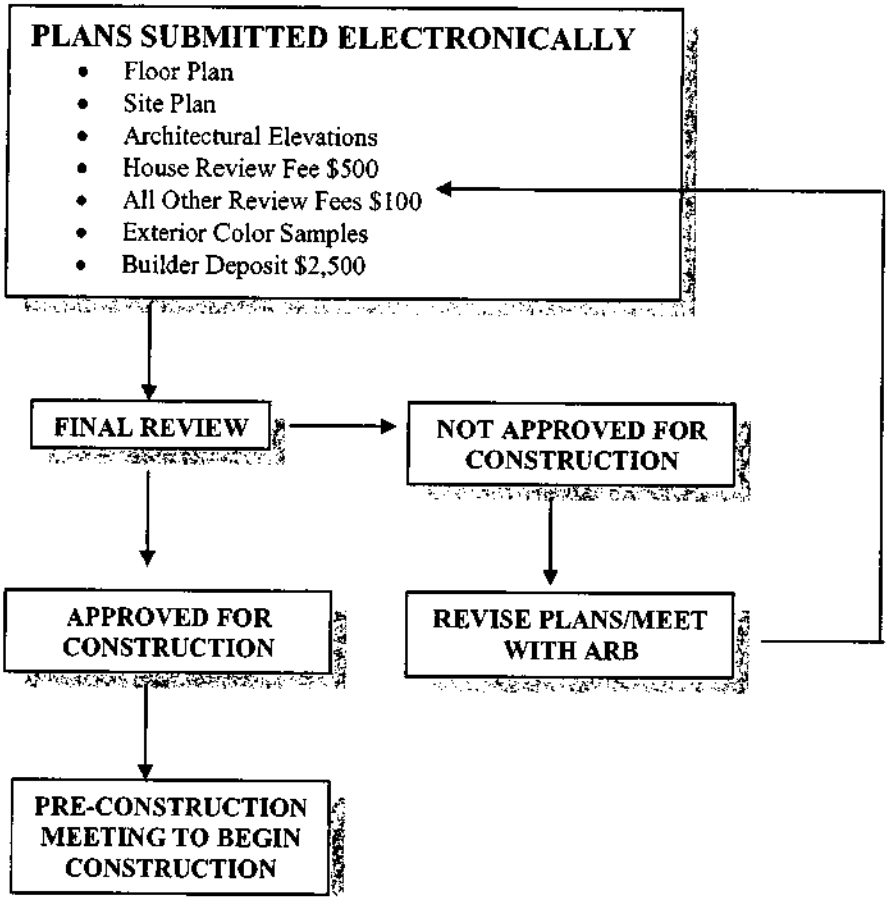
3.09 Renovation / Additions to Existing Structures

All renovations, additions, or improvements to existing structures shall be approved by the ARB. The Owner shall submit an Architectural Review Application showing the nature of the construction and/or modification to be performed with the review fee, if any.

3.10 Final Approval

The final approval letter is issued after the ARB approves the submitted Architectural Review Application.

THE ARCHITECTURAL REVIEW PROCESS



4.0 The Construction Process

4.01 Beginning Construction

No construction of any type is permitted without the following on site at all times:

- Construction Dumpster (30 cubic yard minimum);
- 8'x8' Plastic Lined Dump Box;
- Chemical Toilet;
- Construction entrance with culvert (if culvert is required to provide adequate drainage);
- Fire suppression equipment; and
- Once construction begins, the site must be kept clean and free of trash and debris.

4.02 Construction Time Limit

The exterior of all residential dwellings and other improvements must be completed within one (1) year after the construction of same has commenced, except where such completion is impossible or would result in great hardship to the Owner or the Builder due to strikes, fires, national emergency, or natural calamities, as deemed by the ARB. If an extension is needed, the Owner or the Builder may submit an extension request, including projected completion date, in writing to the ARB. Failure to complete the project within one (1) year of the deadline will be considered a violation of the Declaration and the Guidelines.

If construction has not commenced within one (1) year after the date of the final approval, it shall be deemed to have expired unless the Owner or the Builder, prior to such expiration date, has requested and received an extension in writing from the ARB.

4.03 Builder Signs

Builder signs are required and shall be either for speculative homes (Available) or sold homes (Purchased) and may be placed on the Lot no more than fourteen (14) days prior to the commencement of construction on said Lot. The sign shall remain properly installed throughout construction. Upon completion of the construction of the main residential dwelling, the Builder sign must be removed within fourteen (14) days. Builder signs shall not be allowed on vacant Lots or at any time other than during the construction of the main residential dwelling.

Builder model or speculative home monument signs are strictly prohibited.

All Builder signs will come from the same sign manufacturer and must comply with the Guidelines. D & R Signs in Leander, Texas, has all the measurements, design, and paint colors for Builder sign requirements. D & R Signs may be contacted at (512) 259-9100.

Advertising is limited to Builders only and can include their company logo/name and phone number and/or URL. All signs are an industry standard 3' X 2' H frame sign with a heavy duty coroplast single sided insert. See the sample Builder signs attached hereto.

All Builder signs shall be placed parallel to the road on the front property line at the center of the Lot.

Subcontractor signs are not allowed on the Properties. Any additional signage or displays found on the Properties may be removed at any time without warning.

4.04 Chemical Toilet

A temporary chemical toilet shall be provided and maintained for the use of construction workers on each construction site and not shared between construction sites. The chemical toilet may be placed anywhere on the Lot, but not in the road right of way or drainage ditch, as long as the entry into the chemical toilet does not open toward the street.

4.05 Construction Entrance

A construction entrance must be installed prior to the start of any construction on the Lot. The entrance must be built to eliminate the tracking of mud onto paved roads and must include a culvert if culvert is required to provide adequate drainage. Damage to roads, including road edges, from any construction activity will be the responsibility of the builder to restore to its original condition.

4.06 30 Cubic Yard Dumpster

A dumpster (minimum of a 30 cubic yard) must be present on the construction site at all times and must be removed and replaced when full. The dumpster may not overflow with debris at any time. No temporary or hand constructed (lumber) dumpsters are allowed. The construction site must be cleared of trash and debris daily. The dumpster must comply with any applicable gross vehicle weight limits as determined by the county or other regulatory agency.

4.07 Erosion Control

The Texas Commission on Environmental Quality (TCEQ) requires Declarant to obtain a permit while constructing roads, installing utilities and performing construction activities. This permit authorizes the discharge of "storm water associated with construction activity". The TCEQ permit requires specific pollution prevention and control measures and reporting activities. Among the conditions and requirements of this permit, Declarant must prepare and implement a Storm Water Pollution Prevention Plan (SWP3) that is tailored to the construction activity. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches.

As defined in the TCEQ regulations, "storm water associated with construction activity" includes storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Declarant's general permit covers every Lot in the Development. However, when title to a Lot is conveyed to the Owner or the Builder, that Lot is no longer under Declarant's general permit. Therefore, the Owner or Builder, prior to starting any construction activity that includes any type of earth disturbing activity, must apply for a TCEQ permit to discharge storm water and develop a SWP3 that is tailored to that construction site. Typically, the SWP3 includes control measures such as rock berms and silt fences that trap sediments and keep them from leaving the construction site. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches. After construction is complete, the permit must stay in effect until the site is stabilized or until seventy percent (70%) of the native background vegetative cover has been established. At that point, the permit should be terminated. If the Owner hires a building contractor, that contractor should apply for the TCEQ permit, prepare the SWP3, supervise the implementation of the SWP3, perform the inspections and terminate the permit when the site is

stabilized. However, if the Owner performs the general contracting duties itself, the Owner is the "operator" and shall be responsible for these requirements. An environmental consulting firm may assist with the preparation of a storm water permit application.

For additional information concerning TCEQ permitting requirements, the Owner or the Builder can access the TCEQ web site at www.tceq.texas.gov.

4.08 Dump Box

An 8'x8'x4' dump box lined with plastic shall also be constructed on each Lot for the deposit of materials such as concrete, drywall related products, etc. The cleaning of equipment related to these materials should be confined to the dump box.

4.09 Site Maintenance

Only usable construction materials may be stored on a construction site. Discarded construction materials, refuse and debris must be removed daily from the site or contained within the required 30 cubic yard dumpster. Storage or placement of materials within any right of way or easement is not permitted at any time. Failure to remove trash or debris on a regular basis will be considered a violation of the Guidelines.

No fires are allowed on construction sites once construction commences. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any Lot or any drainage ditch, stream, or lake.

4.10 Right to Enter and Inspect Lots for Compliance

The right of entry and inspection of a Lot is specifically reserved for the ARB, its agents, and representatives during the construction period, even when No Trespassing signs are in place. The Manager will make periodic inspections during the entire construction period in order to verify compliance with the Guidelines. The Owner or the Builder will be notified in writing of any items and exceptions noted in the inspection report and all such items and exceptions must be completed or resolved within the timeframe stated in the inspection report.

4.11 Conduct of Builders, Contractors, Sub-Contractors and Workers

Builders, contractors, sub-contractors and workers are prohibited from the following in Vintage Oaks: (i) the possession, consumption or use of alcohol or drugs; (ii) possession of animals; (iii) possession or use of firearms; (iv) loud music; (v) traveling Vintage Oaks unnecessarily; and (vi) use of Common Area, including but not limited to the Vintage Oaks amenities. Violations may result in the Builder, contractor, sub-contractor or worker being denied access to Vintage Oaks.

4.12 Revisions and Changes During Construction

All revisions and changes made during construction shall be submitted in writing by the Owner or the Builder to the ARB for approval prior to the implementation of such change. All revised drawings must be submitted along with the revision request. The ARB will grant or deny the request in writing. Failure to obtain written approval for any revision during construction will result in fines being deducted from the Builder Deposit.

4.13 Alterations / Remodeling / Improvements / Repainting of Approved Structures

Any change to the exterior of an existing structure requires the advance written approval of the ARB. All exterior changes or renovations shall be submitted by the Owner or the Builder to the ARB for approval in accordance with Article 9 of the Declaration. All construction shall be subject to the construction regulations set forth in Section 4.0 of these Guidelines.

4.14 Exterior Meter(s) and/or Panel(s)

If a structure is located within one hundred feet (100') of a transformer, any meter and/or panel MUST be affixed to that structure. Structures greater than one hundred feet (100') from the transformer may have an attached meter and/or panel, or the meter and/or panel may be located on a pedestal (i.e. Type 3R by Milbank) enclosure. Contact the electrical provider for their specifications or requirements. **NO "RACKS", "FRAMES" OR SIMILAR STRUCTURES ARE PERMITTED.**

5.0 Specific Submission Requirements

5.01 Plan Submission Requirements for Design Review

The following submission requirements must be met prior to obtaining final approval for construction. A Design Review Checklist is attached to these Guidelines.

(1) **Existing conditions** - minimum scale 1"=20'. Must include the following information:
- (a) Owner's name;
- (b) Designer's name;
- (c) North Arrow and scale;
- (d) Property lines with dimensions and bearings;
- (e) Setback lines;
- (f) Easement lines;
- (g) Adjacent street names; and
- (h) Outline of exterior walls, decks and driveways on adjacent lots.

(2) **Site Plan** – minimum scale 1"=20'. All plans must be submitted electronically and must include the following information: (May be added to the existing conditions map.)
- (a) Proposed location of home;
- (b) Dimensions from corner of foundation to adjacent property line;
- (c) Proposed driveway;
- (d) Proposed fences;
- (e) Proposed retaining walls;
- (f) Proposed pool or spa location;
- (g) Proposed accessory structures (out building, trellis, etc.);
- (h) Finish Floor Elevation (FFE) of first floor and garage;
- (i) Proposed two-foot contour lines; and
- (j) Location of underground or above ground LP tank including masonry screening details.

(3) **Architectural Plans** - minimum scale of 1/4"=1'-0"

(a) FLOOR PLANS

(i) Interior rooms dimensioned and named;

(ii) All window and door openings shown;

(iii) Roof overhang with a dashed line;

(iv) Total square footage of structure; and

(v) Heated square footage of structure. (Refer to the applicable Supplemental Declaration of Declaration, Conditions and Restrictions)

(b) BUILDING ELEVATIONS

(i) Front, rear and two side elevations;

(ii) All elevations labeled so they correspond with site plan;

(iii) Exterior finish shown, including paint color & samples; and

(iv) All decks and terraces shown.

(4) **Landscape Plans** - minimum scale of 1"= 20'

(a) Owner's name;

(b) Designer's name, address, telephone and fax number;

(c) North arrow and scale;

(d) Property lines with dimensions and bearings;

(e) Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement and utilities;

(f) Location of all lawn areas and shrub bed lines; and

(g) Location of all proposed plant material.

(h) Plant list with quantities, botanical names, common names, sizes and specifications.

(i) Location and specifications of all exterior lighting fixtures.

(j) Total area of lawn, mulch, rock or other coverage materials in square feet.

(k) Total area of lawn as percentage of site.

6.0 ARCHITECTURAL GUIDELINES

6.01 General Standards

All residential dwellings, buildings and other improvements must be constructed in conformity with the Guidelines. All footprints and garages must be sited within applicable setbacks. The ARB may disapprove plans for any reason, including purely aesthetic considerations.

6.02 Modular Construction

No modular home or manufactured home is permitted. "Modular home and manufactured home" includes any prefabricated or prebuilt dwelling which consists of one or more transportable sections or components and shall also be deemed to include manufactured building, manufactured home, modular building, modular home, modular construction, and prefabricated construction as defined by the Texas State Building Code. Prefabricated accessory structures, such as sheds and gazebos, may only be installed with the advanced written approval of the ARB.

6.03 Dwelling Size / Minimum Standards

Refer to the applicable Supplemental Declaration of Covenants, Conditions and Restrictions.

6.04 Setback & Building Height Requirements

See Appendix A.

6.05 Exterior Color Guidelines

All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The ARB may approve other color schemes in its sole discretion.

7.0 SITE REQUIREMENTS: ACCESSORY AND DECORATIVE STRUCTURES

7.01 Accessory Structures

The number of buildings on each Lot is limited by the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. Accessory structures, such as detached garages or workshops, shall be no larger than the percentage of the main residential dwelling as defined in the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. Each home site is limited to outbuildings as defined in the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. The location and appearance of outbuildings shall be submitted and approved by the ARB prior to construction. Outbuildings must be architecturally compatible with the main residential dwelling with exterior materials and roofs matching the main residential dwelling. All outbuildings shall be within the building setback lines. Refer to the applicable Section Supplemental Declaration of Covenants Conditions & Restrictions for more details. All accessory structures shall be situated so that garage doors (if any) do not face the street on which the main residential dwelling fronts. A pool house, or cabana is not considered an accessory structure and shall not be larger than twenty percent (20%) of the main residential dwelling.

The following items are not considered Accessory Structures and do not require ARB review and approval provided they are in the back yard and provided they are not located within the building setbacks or easements: play sets, basketball goals, swing sets, sports equipment, trampolines and satellite dishes.

7.02 Arbors and Trellises

Arbors and trellises are permitted. The location, elevation and finish of an arbor or trellis must be submitted to the ARB for approval prior to the commencement of construction.

7.03 Fences and Walls

General

Walls, fences and gates, if any, must be approved prior to commencement of construction by the ARB or appropriate reviewing body and shall be on or within the Lot property line. No fence shall be more than five feet (5') high, excluding fences surrounding tennis/sports courts whose proposed height shall be submitted to and subject to approval by the ARB or appropriate reviewing body on a case-by-case basis. In general, fencing is allowed from the rear corner of the main residential dwelling and may extend laterally from the main residential dwelling and then back. All portions

of fence that face the front of the Lot (and typically, the street) shall be wrought iron. Entry gates, walk gates, side gates and drive gates shall be constructed from approved steel or wrought iron and painted black or brown. No standard galvanized ranch-type gates are permitted. Gate design, materials and location shall be approved by the ARB prior to installation.

(a) Gateposts or columns may be constructed out of the following materials: a) cedar or steel (painted), not less than 8" in diameter; b) stone; c) CMU or concrete with a plaster/stucco finish. Stone or plaster/stucco must compliment the main residential dwelling.

(b) Typically, only one entry/gate will be allowed from any Lot. A second gate may be allowed for unusually large Lots or Lots with extreme topographical conditions. Entry gates shall be constructed from steel or wrought iron and painted black or brown. Gate design shall be approved by the ARB. No standard galvanized ranch-type gates will be permitted.

(c) Chain link or like fencing material may not be constructed, used in the construction of, or maintained on any tract except in connection with tennis and/or sports courts or with prior approval from the ARB. Perimeter masonry screen walls are not allowed on any homesite. Masonry screen walls within the building envelope (within all building setbacks) may be allowed by the ARB upon review only and must meet specific aesthetic requirements at the sole discretion of the ARB.

(d) Tennis and/or sports court fencing must be constructed of green-coated chain link fence material. The ARB or other appropriate reviewing body, in its sole opinion, reserves the right to disapprove/approve any fence. Cedar board on board or privacy fences are not allowed.

Allowed Fence Types

(e) **King Ranch** - Fencing may be King Ranch type fence, which consists of pealed cedar corner and in-line posts and cedar stays between the in-line posts. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire shall be installed between the in-line posts. For King Ranch type fencing:

(i) Line posts shall be peeled cedar with a minimum diameter of 4", set a minimum of 36" deep, at a maximum spacing of 18'.

(ii) All corner posts shall be peeled cedar with a minimum diameter of 8" and shall be set in concrete at a minimum depth of 36" deep.

(iii) Cedar stays shall be a minimum of 1" in diameter at a maximum spacing of 6'.

(iv) No steel T-posts allowed.

(v) All materials must be new when installed.

(f) **2-3/8" Steel Pipe** - Fencing may also be 2-3/8" steel pipe fence, painted black or brown. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire shall be installed between the in-line posts. Spacing of the wire shall not exceed 6" x 6" square. For steel pipe fence:

(i) In-line posts must be spaced at no more than 10 feet (10').

(ii) A single top rail consisting of the same size pipe shall be placed on top of the in-line posts.

(iii) A single bottom rail consisting of the same size pipe shall be placed on the bottom of the fence at 6" above finished grade.

(iv) Wire must be left in natural color.

(g) **Wrought Iron** - Fences may also be wrought iron.

(i) All portions of fence that face the front of the lot (and typically, the street) shall be wrought iron.

(ii) All corner homes shall have wrought-iron fence that faces the front of the lot. For the non-front street side, fence may be either King Ranch, wrought iron or 2-3/8" steel pipe.

All proposed fences must be reviewed by the ARB prior to installation. Construction of an unapproved fence will result in a fine and require removal of the unapproved fence at owner's expense.

7.04 Swimming Pools / Hot Tubs

Above ground swimming pools are prohibited. Bubble covers for below ground swimming pools are prohibited. Fitted (excluding bubble type) pool covers are permitted. Pools may not be installed on the front or side yard of any main residential dwelling. All plans for swimming pools must be submitted by the Owner or the Builder to the ARB for approval. Swimming pools and adjacent pool equipment may be subject to screening requirements imposed by the ARB.

Outdoor hot tubs are approved. The location of a hot tub shall be shown on the site plan. Hot tubs shall not be installed on the front or side yard of any main residential dwelling. Approved hot tubs may be subject to additional screening requirements imposed by the ARB.

7.05 Clothesline

There shall be no outdoor clothesline on any Lot.

7.06 Tennis Courts

Private tennis courts are permitted on Lots that are three (3) acres or larger. Tennis courts must meet all set back requirements placed on the rear yard of the Lot and must be approved in advance by the ARB.

7.07 Basketball Goals

Basketball goals are permitted in the side yard if the goal is a permanent structure. The location and finish of a permanent basketball goal in the side yard shall be submitted to the ARB for approval prior to construction. No temporary basketball goals are allowed in any side yard or driveway. Temporary and permanent basketball goals are allowed in the rear yard of the home without ARB approval provided they meet all setback requirements. Basketball goals are not permitted to be attached to the main residential dwelling, for example over the garage. Any permanent basketball goal constructed without ARB approval is considered to be in violation of the Declaration and the Guidelines.

7.08 Camping

No camping is permitted at Vintage Oaks.

8.0 SITE REQUIREMENTS: DRIVEWAYS

8.01 Driveways

Driveways must be surfaced with concrete, exposed aggregate, brick pavers, asphalt, or a combination thereof. Driveways must be surfaced upon completion of construction of the main residential dwelling. Consult with Comal County for sizing and placement of driveway culverts on all public roads. The correct size culvert(s) shall be placed during the installation of the construction entrance.

9.0 SITE REQUIREMENTS: LANDSCAPING IRRIGATION & LIGHTING

9.01 Landscape and Submission Requirements

All residential dwellings in Vintage Oaks will be landscaped per the following guidelines. Prior to designing a landscape plan it is imperative to understand a Lot's topographical features and how seasonal water run-offs will impact the plans. Additionally, Hill Country indigenous wildlife (deer, armadillos, skunks, wild hogs, etc.) have an insatiable appetite for specific plants, trees, and shrubs. The goal of the herein below landscape guidelines is to integrate home design and community development with the inherent scale, form, massing, color and texture of the natural Hill Country landscape. The Association should be contacted regarding any questions.

9.02 Landscaping Requirements ($500 Landscape Deposit)

Landscape layout and plans must be approved in writing by the ARB prior to installation. The landscaping plan will be a well-designed balance of trees, shrubs, grass (if applicable to a landscape design), rocks, and existing native plants around the perimeter of each new residential dwelling. The plan will be subject to site conditions and approval by the ARB.

(a) Landscape plans must be submitted for ARB review no later than **thirty (30) days** prior to the completion of the main residential dwelling (Move-In). A Five Hundred and No/100 Dollar ($500.00) landscape deposit is required prior to the start of landscape installation (deposit will be included with the landscape plan submission). This deposit will be returned when the landscape job is complete and all landscape debris has been removed from the Lot. Fines may

be assessed against this deposit if is determined that the installed landscaping has not followed the guidelines or approved plan.

(b) Landscape plans will include the planting schematic, irrigation plan and restoration plan. The plan must show the location of all residential improvements and the necessary plat data, setbacks, easements etc.

(i) Indicate all existing landscaping to remain and all existing landscaping to be removed.

(ii) Location and size of all proposed landscape materials.

(iii) Proposed improvements (patios and decks, walkways, retaining walls, landscape walls, fences, other). Should an Owner or Builder opt for a phased approach and will add features/improvements over time, these future additions will also require ARB approval prior to installation.

(iv) Temporary and permanent measures for slope stabilization and erosion control.

(c) The landscape installation must be completed within six (6) months of move in unless approved by the ARB.

(d) Final inspection of the approved landscape installation will be completed by the ARB. The ARB may approve the landscaping as presented or may require additional modifications in order to receive approval.

9.03 Landscaping Design Guidelines

Landscape plans and grading plans will typically address two distinct landscape zones and the creation of a defined edge between these two zones. If there are existing conditions that prevent the ability to designate these two distinct zones in a landscape plan, please provide a detailed explanation when submitting a landscape plan.

(a) *The Native Landscape Area* (NLA) includes portions of the Lot outside of the building envelope. The NLA is to remain predominantly undisturbed during site development. The NLA can extend into the building envelope to reinforce the relationship between buildings and landscape. Except for the installation of a driveway, the NLA should remain undisturbed during construction. Unless specifically approved by the ARB, all construction, excavation, cut and fill slopes, vegetation and tree removal and other forms of disturbance are prohibited within the native landscape area. All portions of the NLA that are disturbed during construction shall be re-vegetated with plant materials indigenous to the area. The introduction of plant materials into the NLA that are not indigenous is prohibited. Owners are encouraged to provide a mix of vegetative types within manicured areas, including shrub beds, perennial beds, trees, container plants, and lawn. Underground irrigation systems are highly encourage to permanently support native plantings adjacent to manicured landscape areas.

(b) *The Manicured Landscape Area* or enhanced landscape zone is the second zone and generally includes areas within the building envelope. This area allows for a more formal landscape treatment adjacent to the main residential dwelling. Ornamental plants and manicured lawns are permitted but such features should be planned carefully to conserve the use of water and maintain the natural character of the site.

9.04 Landscaping Requirements

(a) Preservation of existing vegetation and natural features is encouraged.

(b) A list of plants and plant sizes is required. Generally, full five (5) gallon plants are required along the foundation of the main residential dwelling and must screen most of the exposed foundation. Exterior finish materials must extend to within 18" of finished grade on 3 sides (not including back) of the main residential dwelling. All areas disturbed during construction must be restored to their natural state or enhanced with native plant additions.

(c) All plant materials introduced at Vintage Oaks should be native. A reference list of acceptable plants and grasses is attached.

(d) Removing dead trees and pruning dead limbs is permitted and highly encouraged.

(e) Use of turf grass is encouraged. Turf grass shall be limited to an area no more than 2.5 times the main residential dwelling foundation footprint with a12,000 sq.ft. maximum. The measurement shall be based on the square footage of the main residential dwelling and the garage but not the driveway or patio. The turf grass layout and the irrigation system may be adjusted to fit certain site specific situations.

Guidance turf grass proportion to main residential dwelling size

Sq/Ft	2.5 times footprint
2,500	6,250
3,000	7,500
3,500	8,750
4,000	10,000
4,500	11,250

NOTE: Prior to determing your turf area, consider Canyon Lake Water Supply rates/cost. **Artificial grass** is an option but type and quality must be clearly indicated in the plan submitted to attain approval from the ARB.

(f) A 100% rock landscaping is authorized but must meet ARB approval. Rock landscaping must contain some diversity/undulation (dry river beds, out-croppings, color, etc.). The rock pattern must compliment the inherent scale, form, massing, color and texture of the natural landscape

(g) Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of Oak Wilt. Specific requirements include:

(i) Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.

(ii) Oak tree pruning is discouraged from February 1 to June 15.

(iii) Pruned trees and/or wounds shall be immediately protected with tree paint (approved example: Treekote Tree Compound).

(h) Restoration of all areas disturbed during construction not otherwise landscaped into a lawn area or landscape bed is required.

(i) Automatic Irrigation Systems. A plan and schematic for an irrigation system should be included.

(i) The use of typical drip irrigation heads or pop-up heads that conserve water are encouraged.

(ii) All in-ground irrigation systems installed are to be zoned based on plant watering requirements and be equipped with rain and/or moisture sensors.

(iii) Pressure reducing valves and/or remote control valves are required for each station with flow control. A pressure reducing valve installed in-line at the meter serving the house and as well as the irrigation system is acceptable.

(iv) A backflow prevention device installed upstream of the irrigation system is required in accordance with state law. Not every such device meets the requirements of state law so consult with your irrigator or call Canyon Lake Water.

(j) Two (2) inches of mulch is required for all shrub and bed areas.

(k) Turf grass shall have a minimum of 4" of native soils or improved soils. Caliche is not considered as soil.

(l) New residential properties must use Xeriscape landscaping on all areas of the yard that are not planted in turf. Builders and developers are restricted to offering Xeriscape landscape plans which meet this requirement. Lawn area does not include any area or areas on a property which have been allowed to remain in it native state.

(m) Piles of rock, mulch and other debris are prohibited once the landscape plan is completed.

(n) Firewood shall be stacked and organized

9.05 Landscape Lighting

If the landscape plan is to include landscape lighting, the submitted plan must include the lighting plan. Landscape lighting shall be installed to minimize the visibility of the light source and to minimize light pollution of the night sky. Lighting that falls on the main residential dwelling or that highlights trees should be the minimum lighting as possible for the desired effect. Additional requirements include:

(a) Fluorescent, metal halide and low-pressure sodium lamps are prohibited, as are exposed bulbs or wrap-around lenses.

(b) Low voltage, low wattage lighting with a maximum of 45 watts is allowed for address marker and entry gates.

(c) Down lighting is encouraged.

(d) Spotlights/Floodlights will be considered on a case-by-case basis, depending on orientation and location. Pole lights will be reviewed on a case-by-case basis

(e) Decorative or lantern fixtures shall have a maximum of 45 watts.

(f) Permanent colored lights are prohibited.

(g) All path and landscape lighting must consist of low voltage lamps. Path and landscape lighting shall have a maximum height of 36".

9.06 Landscaping Water Conservation

Owners are encouraged to practice water conservation measures within their homes with respect to efficiently managing their water use. Due to weather conditions in south Texas droughts are common and can result in water authority imposed mandatory drought and water conservation restrictions which limit the amount and times at which water can be used by residents.

LANDSCAPE PLAN CHECKLIST

The following items represent minimum requirements. Additional information may be required if deemed necessary by the ARB.

LANDSCAPE DESIGN

One set of completed final design plans shall be submitted electronically and shall include:

- Site plan
- Owner's Landscaping Deposit Agreement
- Owner's Landscaping Deposit – $500

- Final landscape plan (due 30 days prior to substantial completion/move-in)
- Exterior and landscape details (include: location, color and materials of retaining walls)
- Grading and drainage plans
- Plan cannot be at an Architect's scale, engineering scale only
- Location, type, quantities and sizes of proposed plants (identify plants not on approved list)
- All hardscape materials, details, specifications and colors
- Irrigation plans (temporary irrigation for restoration of the NLA)
- Restoration plan

Landscaping Plant-Tree-Shrub-Turf Reference

PLANT LISTS

The following list should be used as a starting point for selecting plants in Vintage Oaks. Requirements for specific Lots may be more or less restrictive depending on landscape indigenous to the immediate site and the location of the site within the community.

Natural Landscaping Area (NLA)

The plants listed in this category are appropriate for use on all parts of the Lot. **TREES**	
Botanical Name	***Common Name***
Aesculus Arguta	Texas Buckeye*
Chilopsis Linearis	Mesquite
Cercis Canadenis.	Redbud
Cornus Drummondii	Roughleaf Dogwood*
Diospyros Texana	Texas Persimmon*
Fraxinus Texensis	Texas Ash
Leucaena Retusa	Goldenball Leadtree*
Quercus Fusiformis	Escarpment Live Oak
Rhus Lanceolata	Flameleaf Sumac*
Sophora Secundiflora	Mountain Laurel*
Ulmus Crassifolia	Cedar Elm
Ungnadia Speciosa	Mexican Buckeye*

SHRUBS	
Botanical Name	***Common Name***
Anisacanthus Wrightii	Flame Aacanthus*
Lantana Horrida	Texas Lantana*
Opuntiaspp	Cactus*
Rhus Virens	Evergreen Sumac*
Salvia Greggii	Autumn Sage*

ANNUALS, PERENNIALS & GRASSES	
Botanical Name	***Common Name***
Amblyolepis Setigera	Huisache Daisy
Aster Oblongifolius	Autumn Aster*
Bouteloua Gracilis	Blue Grama
Buchloe Dactyloides	Buffalo Grass
Car Ex Piano Stachys	Cedar Sedge
Castilleja Indivisa	Indian Paintbrush
Coreopsis Tinctoria	Calliopsis
Gaillardia Pulchella	Indian Blanket
Liatris	Gayfeather
Linum Lewisii	Blue Flax
Lupinus Texensis	Bluebonnet
Melanpodium Leucanthum	Blackfoot Daisy
Melica Nitens	Three-Flower Melic
Muhlenbergia Reverchonii	Seep Muhly

Malvaviscus Arboreus	Turks Cap*
Rudbeckia Hirta	Black-Eyed Susan
Salvia Coccinea	Scarlet Sage
Salvia Engellmannii	Englemann Sage
Salvia Farinacea	Mealy Blue Sage

Enhanced Landscape Zone

In addition to the plant list defined for the NLA, the following selection of plants is appropriate for use in landscaped areas that have a direct relationship with the main residential dwelling. The Enhanced Landscape must be contained within clear boundaries, beyond which only plants for the Native Zone are allowed.

TREES

Botanical Name	*Common Name*
Comus Florida	Flowering Dogwood
Cotinus Obovatus	Smoke Tree
Ilex Deciduas	Possumhaw
Ilex Vomitoria	Yaupon Holly*
Lagerstroemia Indica	Crepe Myrtle
Prunus Mexicana	Mexican Plum
Quercus Macrocarpa	Bur Oak
Quercus Texana	Texas Red Oak
Sophora Affinis	Eve's Necklace
Taxodium Distichum	Bald Cypress
Ulmus Parvifolia Sempervirens	Lacebark Elm
Vitex Agnus-Castus	Vitex

SHRUBS	
Botanical Name	***Common Name***
Abelia spp	Abelia*
Aspidisstra Elatior	Cast-Iron Plant*
Aucubajaponica	Japanese Aucuba*
Berberis Thunbergii	Redleaf Barberry*
Berberis Trifloliolata	Aagarita*
Buxus Microphylla	Boxwood*
Cotoneaster Dammeri	Coral Beauty Cotoneaster*
Elaegnus spp	Elaegnus*
Fatsiajaponica	Japanese Aralia*
Hypericum spp	Hypericum*
Hesperaloe Parvaiflora	Red Yucca*
Ilex Comuta	Dwarf Chinese Holly*
Ilex Vomitoria	Dwarf Yaupon*
Ligustrum Luicidum 'Variegated'	Variegated Ligustrum
Leucophyllum spp	Texas Sage*
Myrica Cerifera	Southern Wax Myrtle*
Nandina spp	Heavenly Bamboo*
Nerium Oleander	Oleander*
Pyracantha Coccinea	Pyracantha*
Raphiolepis Indica	Indian Hawthorn
Rosmarinus Officinalis	Rosemary*
Santolina Chamaecyparissus	Gray Santolina

Yucca spp	Yucca
PERENNIALS & GRASSES **(St. Augustine Prohibited)**	
Botanical Name	***Common Name***
Achillea spp	Yarrow*
Malvaviscus Arboreus	Turks Cap*
Nolina Texana	Sacahuista*
Pennisetum spp	Fountain Grass
Poliomentha Longiflora	Mexican Oregano*
Salvia Leucanthia	Mexican Bush Sage*
Salvia Roemeriana	Cedar Sage*
Various turf grasses	
FLOWERS, FERNS & HERBS	
Botanical Name	***Common Name***
Ageratum spp	Ageratum*
Begonia spp	Begonia*
Coreopsis Grandiflora	Coreopsis*
Coreopsis Lanceolata	Lanceleaf Coreopsis*
Cosmos Bipinnatus	Cosmos*
Echinacea spp	Purple Cone Flower*
Iris spp	Iris*
Lupinus Texensis	Bluebonnet*
Nephrolepsis spp	Sword Fern*
Salvia Farinacea	Mealy Blue Sage
Salvia spp	Indigo Spires*

Senecio Cineraria	Dusty Miller*
Tagetes spp	Mexican Mint Marigold*
Thellypteris Kunthii	Wood Fern*
Verbena Tenuisecta	Moss Verbena*
Vinca Rosea	Periwinkle*
Zinnia spp	Zinnia*

GROUND COVERS	
Botanical Name	***Common Name***
Ophiopogonjaponicus	Mondo Grass
Thymus spp	Creeping Thyme
Trachelospermum Asiaticum	Asian Jasmine

LAWN/TURF GRASS
Common Name
Bermuda, Improved Varieties Zoysia, Improved Varieties
Buffalo Grass, Improved Varieties

VINES	
Botanical Name	***Common Name***
Bignonia Capreolata	Crossvine
Campsis Radicans	Trumpet Vine
Clematis Texensis	Scarlet Leather-Flower
Ficus Pumila	Fig Ivy
Gelsemium Sempervirens	Carolina Jessamine
Lonicera Sempervirens	Coral Honeysuckle
Parthenocissus Quinquefolia	Virginia Creeper

Passiflora Incarnata	Passion Flower
Wisteria Sinensis	Wisteria

*Plants identified with an asterisk at the end of the common name have shown some resistance to deer grazing but there is no such thing as deer-proof. Drought conditions and other situations may cause a food shortage and all plant material may be susceptible to deer grazing.

10.0 ADDITIONAL REQUIREMENTS

10.01 Storage of Recreational Vehicles and Equipment

Recreational Vehicles may not be kept on the property prior to the main dwelling being built. After dwelling is complete, said such items may be kept on the property as long as they are parked only in garages serving the lots. Guests visiting in Recreational Vehicles may park the visiting Recreational Vehicle in the driveway for a period not to exceed two (2) days without a visitor's parking permit and for a period not to exceed seven (7) days with a visitor's permit.

10.02 Signage

Refer to Section 4.03 for additional guidance regarding Builder signs.

No other signage of any kind including, but not limited to "For Sale" signs, "Sold" signs, "For Lease" and/or "For Rent" signs, or any other third party utility or subcontractor signs shall be permitted on any Lot, except as provided in Article 9.4(b)(i) of the Declaration, or as stated below.

One professionally made "Available" sign may be installed in the ground for the sale or resale of a new or existing residential dwelling. Such sign shall be 3' x 2' in size, shall be the same sign type as those used for Builder signs and shall be placed parallel to the road at the front building line in the center of the Lot. The POA, its agents and representatives may remove such "Available" signs at any time at its sole discretion. See the sample sign attached hereto.

These provisions do not apply to Declarant so long as Declarant still owns a Lot within Vintage Oaks. Notwithstanding, however, nothing herein shall prevent the Association from establishing rules for permitting celebration or recognition of Religious or National Holidays.

10.03 Propane Storage Tanks

Propane storage tanks must not be visible from the road and must be buried in the ground or fully screened with masonry walls matching the masonry of the dwelling. Propane tank location and screening must be approved by the ARB prior to installation.

10.04 Drainage and Drainage Easements

There shall be no interference with the established drainage, including a drainage easement, over any of the Properties, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ARB. Specifically, and not by way of limitation, no improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots.

APPENDIX A

SECTION	LOT #	MAX BUILDING HEIGHT		SET BACKS*					
		HOME	ACCESSORY BUILDINGS	FRONT		REAR		SIDE	
				Lft	Rt	Lft	Rt	Lft	Rt
All sections	All Lots	35'	Height of main dwelling	50'		50'		10'	

*Note: For all corner lots, the setback from the side street is 25'.

VINTAGE OAKS

APPLICATION FOR CONSTRUCTION

DATE _____ HOME SITE (UNIT/LOT): _____

TYPE OF CONSTRUCTION:
- ❑ FENCE
- ❑ RENOVATION / ADDITION
- ❑ NEW CONSTRUCTION
- ❑ POOL
- ❑ LANDSCAPE (Submit 30 days prior to completion of home)

PROPERTY OWNER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

BUILDER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

ARCHITECT / DESIGNER: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

APPLICATION CHECKLIST:
CONSTRUCTION DOCUMENTS:

An electronic set of construction documents must be submitted via email to the ARB at arb@southstarpropertymgmt.com. Refer to Appendix A for specific requirements for each lot.

- ❑ Site Plan
- ❑ Building Elevations
- ❑ Floor Plan
- ❑ Exterior Color Samples
- ❑ Landscape Plans (submit no later than 30 days prior to completion of home)

APPLICATION FEES

Make all Checks payable to POA of VINTAGE OAKS

- ❑ House Review Fee $500
- ❑ All Other Review Fees $100
- ❑ Landscape Deposit $500

Date Received:
Received by:
Check #

- ❑ Builder Bond Deposit $2,500
  (for compliance to "Clean Site" standards)
  Note: To be refunded upon completion of home construction less any fines for "Clean Site" violations or damage.
  ****Check must come from Builder**

Date Received:
Received by:
Check #

Please send checks and signed application to:
Southstar Property Management, LLC.
1114 Lost Creek Blvd, Suite 270
Austin, TX 78746

Area Calculations:

Heated Square Footage:

Total Home site Area:

Agreement:
As the property owner and builder of the above described construction project, we acknowledge and agree that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board.

We further acknowledge and understand that:

1. We have read and understand the Covenants and Restrictions applicable to the property, all ARB Guidelines and will follow and obey said Covenants, Restrictions, and Guidelines.

2. We are responsible for completing this project as described by the drawings and specifications approved by the ARB.

3. We will maintain a clean construction site at all times and install a builder sign, commercial dumpster, job toilet, a construction entrance with culvert if necessary and a "dump box" in conformance with ARB guidelines prior to

any construction. Builder understands that if he does not comply with clean site standards, that violations are subject to fines, at the discretion of the ARB. Said fines will be taken out of the builder deposit.

4. We are responsible for the conduct of all workers and subcontractors performing services on this project at all times while they are engaged by us.

5. The builder and / or property owner is responsible for applying for all utilities (including, but not limited to, electricity, water, and natural gas) and complying with connection/interface requirements immediately upon receiving approval for construction. Vintage Oaks will not be held responsible for construction delays due to the builder/owner's failure to apply for utilities in a timely manner. Furthermore, Vintage Oaks will not be held liable for the failure of any utility to provide their services to the builder/owner in a timely manner.

6. Builder and Property Owner are responsible for installing base temporary drive to lot prior to starting construction activities. Damage to paved roads by a Builder, Sub-Contractor, Supplier or Others related to the construction of the home will be repaired and fees deducted from the Builder Bond Deposit.

7. Construction is allowed from 7:00 AM until Sundown.

AGREED:

_____

Property Owner Date

_____

Contractor Date

Vintage Oaks
Architectural Review Board
New Home Submission Check List

(please circle items that are applicable)

Unit _____ Lot _____

	(Meets Requirements)
1. Home Review Fee = $500	Yes / No / NA
2. All Other Review Fees = $100	Yes / No / NA
3. Builders Bond = $2,500 (must come from builder, not property owner)	Yes / No / NA
4. Property Owner's Signature	Yes / No / NA
5. Building Square Ft Requirement	Yes / No / NA
6. Building Colors	Yes / No / NA
7. Exterior Construction Material	Yes / No / NA
8. Front/Back/Side Set Backs	Yes / No / NA
9. Height Requirement	Yes / No / NA
10. Side Entrance for Garage	Yes / No / NA
11. Chimney Exterior Material	Yes / No / NA
12. Driveway Finish	Yes / No / NA
13. Electric Company	NBU / PEC
14. Fencing / Retaining Walls	Yes / No / NA
15. Pool / Spa	Yes / No / NA
16. Accessory Structures	Yes / No / NA
17. LP Tank	Yes / No / NA
18. Trash Can Storage Area	Yes / No / NA
19. Flag Pole	Yes / No / NA

Comments: _____

_____

_____

_____

VINTAGE OAKS

APPLICATION FOR VARIANCE REQUEST

The ARB will review variance requests on a case by case basis. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

DATE HOME SITE (SECTION/LOT):

TYPE OF VARIANCE: ☐ SET BACK _____ STREET NAME
☐ OTHER

OWNER:

ADDRESS TO MAIL PLANS:

CITY, STATE, ZIP:

TELEPHONE: Fax:

EMAIL ADDRESS:

DESCRIBE VARIANCE BEING REQUESTED WITH A SHORT EXPLANATION OF WHY IT IS NEEDED:

OWNER DATE

VINTAGE OAKS

APPLICATION TO COMBINE ADJOINING LOTS

DATE HOME SITE (SECTION/LOT):

OWNER:

ADDRESS TO MAIL PLANS:

CITY, STATE, ZIP:

TELEPHONE: Fax:

EMAIL ADDRESS:

REASON FOR COMBINING LOTS:

OWNER DATE

Design Review Checklist

Existing conditions - minimum scale 1"=20'. Must include the following information:

- ☐ Owner's name
- ☐ Designer's name
- ☐ North Arrow and scale.
- ☐ Property lines with dimensions and bearings.
- ☐ Setback lines
- ☐ Easement lines
- ☐ Adjacent street names
- ☐ Outline of exterior walls, decks, and driveways on adjacent lots.

Site Plan -minimum scale 1"=20 Must include the following information:
(May be added to the existing conditions map.)

- ☐ Proposed location of home;
- ☐ Dimensions from corner of foundation to adjacent property line;
- ☐ Proposed driveway;
- ☐ Proposed fences;
- ☐ Proposed retaining walls;
- ☐ Proposed pool or spa location;
- ☐ Proposed accessory structures (out building, trellis, etc.);
- ☐ Finish Floor Elevation (FFE) of first floor and garage; and
- ☐ Location of underground or above ground LP tank.

Architectural Plans - minimum scale of 1/4"=1'-0"

FLOOR PLANS

- ☐ Interior rooms dimensioned and named;
- ☐ All window and door openings shown;
- ☐ Roof overhang with a dashed line;
- ☐ Total square footage of structure; and
- ☐ Heated square footage of structure (Refer to applicable Supplemental Declaration of Covenants, Conditions and Restrictions).

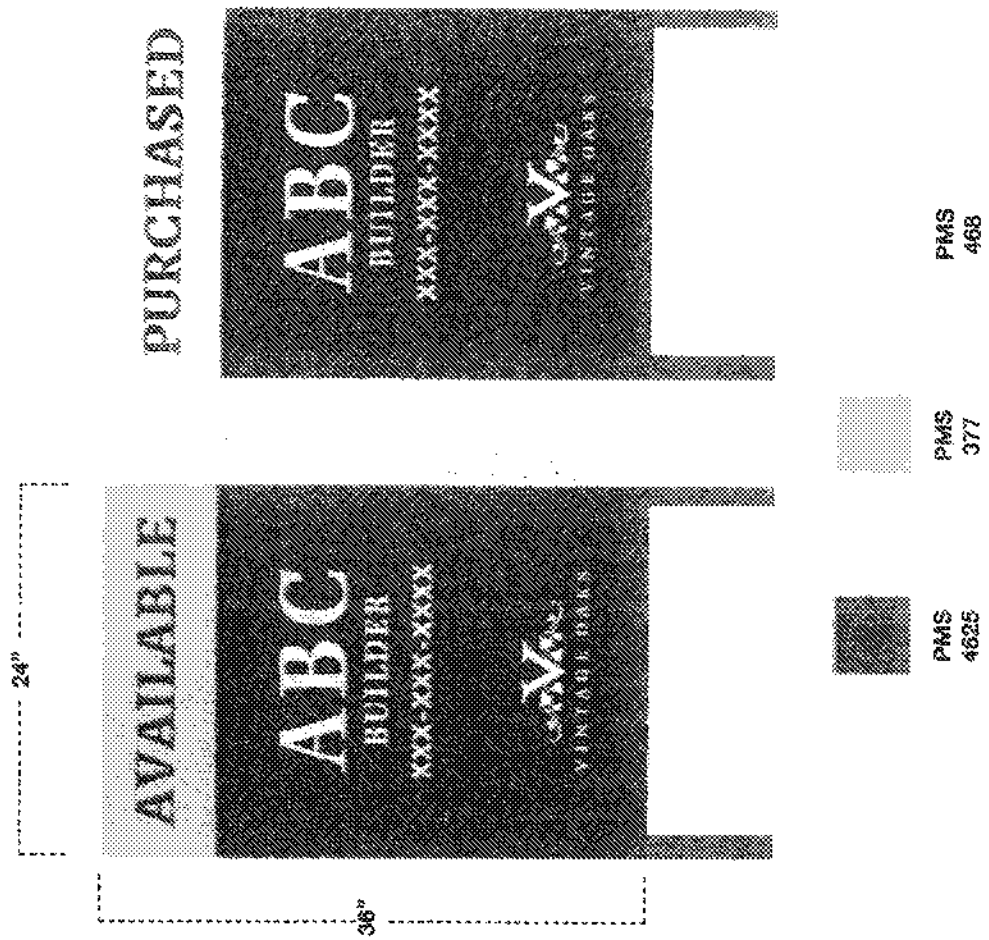
BUILDING ELEVATIONS

- ☐ Front, rear and two side elevations;
- ☐ All elevations labeled so they correspond with site plan;
- ☐ Exterior finish shown, including paint color & samples; and
- ☐ All decks and terraces shown.

Landscape Plans - minimum scale of 1"= 20' (If Required)

- ☐ Owner's name;
- ☐ Designer's name, address, telephone and fax number;
- ☐ North arrow and scale;
- ☐ Property lines with dimensions and bearings;
- ☐ Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement and utilities;
- ☐ Location of all lawn areas and shrub bed lines;
- ☐ Location of all proposed plant material;
- ☐ Plant list with quantities, botanical names, common names, sizes and specifications;
- ☐ Location and specifications of all exterior lighting fixtures;
- ☐ Total area of lawn in square feet; and
- ☐ Total area of lawn as percentage of site.

BUILDER SIGN/SAMPLE SIGN



ARB HOME CONSTRUCTION CHECKLIST

1. Before Construction:
   - Dumpster (30 cubic yard minimum)
   - Dump Box (8' x 8' plastic lined)
   - Chemical Toilet
   - Construction Entrance with culvert if culvert is required for adequate drainage
   - Fire Suppression Equipment
   - Site must be kept clean and free of trash and debris
   - Receipt of Builder Deposit

2. Construction Phase:
   - Verify site location. i.e.; Compliance to setbacks.
   - Clean site being maintained.
   - Periodic site visit to check for compliance.
     - Masonry or Exterior Materials
     - Roof Materials
     - Colors (if applicable)
   - Paved Road Inspection for Damage

3. Final Inspections:
   - Meet restriction requirements including drives, fencing, landscaping, road damage, etc.

4. Refund of Builder Deposit.

NOTICE TO ALL BUILDERS

All Builders are required to follow these Workplace Standards on this SouthStar Community.

1. Vintage Oaks is a SouthStar Community ***"Clean Site"*** All Builders are required to do the following **prior** to starting home construction:
   - Place a dumpster on the lot (site must be kept clean at all times);
   - Dump Box (8' x 8' plastic lined);
   - Place a chemical toilet on the Lot;
   - Install a construction entrance (minimum of 1½" to 3" rock) and culvert if culvert is required for adequate drainage; and
   - Fire suppression equipment must be on site.

2. During construction the following items are prohibited:
   - Possession, consumption or use of alcohol or drugs
   - Possession of animals
   - Possession or use of firearms
   - Loud music
   - Traveling Vintage Oaks unnecessarily
   - Using any common area or amenity

Contractors are required to continuously abide by these workplace standards on this SouthStar Community. Violations are subject to fines, at the discretion of the SouthStar at Vintage Oaks, LLC's representative.

Thad Rutherford
Chief Operating Officer
SouthStar at Vintage Oaks, LLC

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/06/2016 04:30:32 PM
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201606034595



Bobbie Koepp

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS AT THE VINEYARD

AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented.

VINTAGE OAKS AT THE VINEYARD
AMENDED AND RESTATED
ADOPTION OF WORKING CAPITAL ASSESSMENT

This Amended and Restated Adoption of Working Capital Assessment (the "**Amended and Restated Working Capital Assessment**") is made by the Board of Directors (the "**Board**") of the Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation (the "**Association**"), and is as follows:

A. Pursuant to *Section 8.9* of that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented (collectively the "**Declaration**"), the Board of the Association may adopt a Working Capital Assessment in such amount as may be determined by the Board from time to time in its sole and absolute discretion.

B. The Board previously adopted a Working Capital Assessment pursuant to that Vintage Oaks at the Vineyard Adoption of Working Capital Assessment, recorded under Document No. 201406037322, Official Public Records of Comal County, Texas (the "**Original Working Capital Assessment**"). The Original Working Capital Assessment provided that the amount of the Working Capital Assessment is subject to change from time to time by the Board.

C. The Board desires to modify the amount of the Working Capital Assessment, and the Board, files this Amended and Restated Adoption of Working Capital Assessment as follows:

1. **Working Capital Assessment**. In accordance with *Section 8.9* of the Declaration, the Board adopts a Working Capital Assessment in the amount of Five Hundred and No/100 Dollars ($500.00) (the "**Amended Working Capital Assessment**"). The Amended Working Capital Assessment applies to all Lots subject to the Declaration unless otherwise exempt, delayed or reduced pursuant to *Section 8.9* of the Declaration.

The amount of the Amended Working Capital Assessment designated hereunder is subject to change from time to time by the Board.

Upon the recording of this Amended and Restated Working Capital Assessment the Original Working Capital Assessment shall be amended, restated and replaced in its entirety by the terms and provisions of this Amended and Restated Working Capital Assessment.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

EXECUTED TO BE EFFECTIVE on the 20 day of December, 2016.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____
Printed Name: Thad Rutherford
Title: Director and Officer

By: _____
Printed Name: JIM VATER
Title: Director and Officer

By: _____
Printed Name: LARRY CRABB
Title: Director and Officer

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 20 day of December, 2016, by Thad Rutherford, Director and Officer of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 20 day of December, 2016, by Jim Vater, Director and Officer of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 20 day of December, 2016, by Lucky Cobb, Director and Officer of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/22/2016 10:40:12 AM
TERRI 4 Pages(s)
201606048482

County Court of Comal County, Texas

Bobbie Koepp

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD

Comal County, Texas

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201406032083, Official Public Records of Comal County, Texas, and that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201606000890, Official Public Records of Comal County, Texas.

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VINTAGE OAKS AT THE VINEYARD

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard (the "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

RECITALS:

A. Bluegreen Southwest One, L.P., a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201406032083 in the Official Public Records of Comal County, Texas, and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201606000890 in the Official Public Records of Comal County, Texas (collectively, the "**Declaration**").

B. Pursuant to the terms and provisions of that certain Assignment of Declarant's Rights recorded under Document No. 201206016339 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Declaration. For the purpose of this Amendment, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

C. Pursuant to *Section 15.2* of the Declaration, the Declaration may be amended unilaterally by the Declarant for any purpose until termination of the Class "B" membership. The Class "B" membership has not terminated.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. Section 8.1. The fifth paragraph of *Section 8.1* of the Declaration is hereby deleted in its entirety and replaced with the following:

> No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his or her Lot, or any other means. Notwithstanding the above or anything herein to the contrary, however, (a) the obligation to pay assessments shall not commence until the Lot is conveyed to a Person other than the Declarant, as set forth in Section 8.5; (b) no Owner who owns multiple Lots as of December 31, 2016, shall be obligated to pay more

General Assessments, Neighborhood Assessments, or Special Assessments in any one fiscal year than the amount allocated to two (2) Lots, irrespective of the number of Lots owned by such Owner in Vintage Oaks at The Vineyard; and (c) if an Owner owns more than one (1) Lot in Vintage Oaks at The Vineyard, the lien rights set forth herein shall attach to each and every Lot owned by said Owner in Vintage Oaks at The Vineyard for the full amount of all assessments and charges due and owing. Subject to the foregoing, an Owner that combines one (1) or more Lots into a single composite build site is still responsible for paying all Neighborhood Assessments for each Lot shown on the original plat regardless of the composite build site, unless such Owner notifies the Association of the intent for a composite build site and provides replat verification of the combined Lots into one (1) Lot from Comal County to the Declarant and the Association on or before December 31, 2016. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

2. **Section 10.5**. *Section 10.5* of the Declaration is hereby deleted in its entirety and replaced with the following:

10.5 Leasing. Lots may be leased by an Owner, so long as: (a) residents are leasing the entire Lot (including all improvements thereon) for single-family residential use; (b) the term of the lease is greater than one hundred eighty (180) days; (c) the Owner and the residents have the intent that the residents remain on the Lot, and that it becomes the resident's place of residency; that is, that the residents will make the Lot and residence thereon their home. Uses such as short-term leases (less than one hundred eighty (180) days), temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast, shall each be considered a "business use" and are expressly prohibited. The provisions regarding leasing contained herein shall not preclude: (a) the Association or an institutional lender from leasing a Lot upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure, or (b) the seller or transferor of a Lot from leasing back the Lot for a period of time up to one hundred eighty (180) days after the closing of the sale or transfer of such Lot. Leases will not relieve the Owner from compliance with the Declaration, By-Laws, use restrictions and rules and regulations of the Association. All leases shall be in writing and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

3. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

[SIGNATURE PAGE TO FOLLLOW]

Executed to be effective this 22 day of May, 2017.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By: _____

Printed Name: Thad Rutherford

Title: Senior Vice President of Operations

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 22 day of May, 2017, by Thad Rutherford, Senior VP of Operations of SouthStar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/13/2017 12:00:07 PM
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201706028668

County Court of Comal County Texas

Bobbie Koepp

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

VINTAGE OAKS AT THE VINEYARD

AMENDMENT TO SUPPLEMENTAL DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

UNIT 1
UNIT 2
UNIT 4
UNIT 5
UNIT 6
UNIT 8
UNIT 9
UNIT 10
UNIT 11

Comal County, Texas

THIS DOCUMENT AMENDS THOSE CERTAIN SUPPLEMENTAL DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER DOCUMENT NOS. 200706000772, 200706040721, 201206041113, 201306039084, 201306051741, 201406026570, 201506012054, 201506042121 AND 201506048349 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AS MAY BE AMENDED.

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented.

VINTAGE OAKS AT THE VINEYARD

AMENDMENT TO SUPPLEMENTAL DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS

UNIT 1
UNIT 2
UNIT 4
UNIT 5
UNIT 6
UNIT 8
UNIT 9
UNIT 10
UNIT 11

This Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 1, Unit 2, Unit 4, Unit 5, Unit 6, Unit 8, Unit 9, Unit 10 and Unit 11 (this "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

RECITALS

A. Bluegreen Southwest One, L.P., a Delaware limited partnership (the "**Original Declarant**") previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended (the "**Declaration**").

B. The Original Declarant previously executed and recorded that certain (1) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One, recorded as Document No. 200706000772 in the Official Public Records of Comal County, Texas, as amended (the "**Unit 1 Supplemental Declaration**"); and (2) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit Two, recorded as Document No. 200706040721 in the Official Public Records of Comal County, Texas (the "**Unit 2 Supplemental Declaration**").

C. Pursuant to the terms and provisions of that certain Assignment of Declarant's Rights recorded as Document No. 201206016339 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Declaration. For the purpose of this Amendment, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

D. The Declarant previously executed and recorded that certain: (1) Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 4, recorded as Document No. 201206041113 in the Official Public Records of Comal County, Texas (the "**Unit 4 Supplemental Declaration**"); (2) Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 5, recorded as Document No. 201306039084 in the Official Public Records of Comal County, Texas, as amended (the "**Unit 5 Supplemental Declaration**"); (3) Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 6, recorded as Document No. 201306051741 in the Official Public Records of Comal County, Texas (the "**Unit 6 Supplemental Declaration**"); (4) Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 8, recorded as Document No. 201406026570 in the Official Public Records of Comal County, Texas (the "**Unit 8 Supplemental Declaration**"); (5) Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 9, recorded as Document No. 201506012054 in the Official Public Records of Comal County, Texas (the "**Unit 9 Supplemental Declaration**"); (6) Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 10, recorded as Document No. 201506042121 in the Official Public Records of Comal County, Texas (the "**Unit 10 Supplemental Declaration**"); and (7) Eleventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 11, recorded as Document No. 201506048349 in the Official Public Records of Comal County, Texas (the "**Unit 11 Supplemental Declaration**").

E. Pursuant to *Article 5* of the Vintage Oaks Supplemental Declarations, the Vintage Oaks Supplemental Declarations may be unilaterally amended by Declarant in accordance with *Section 15.2(a)* of the Declaration for any purpose until termination of the Class "B" membership. The Class "B" membership has not terminated.

F. The Unit 1 Supplemental Declaration, the Unit 2 Supplemental Declaration, the Unit 4 Supplemental Declaration, the Unit 5 Supplemental Declaration, the Unit 6 Supplemental Declaration, the Unit 8 Supplemental Declaration, the Unit 9 Supplemental Declaration, the Unit 10 Supplemental Declaration and the Unit 11 Supplemental Declaration are collectively referred to herein as the "**Vintage Oaks Supplemental Declarations**".

NOW, THEREFORE, Declarant hereby amends and modifies the Vintage Oaks Supplemental Declarations as follows:

1. **Lot Construction**. The last four (4) sentences of *Section 3.1* of both the Unit 1 Supplemental Declaration and the Unit 2 Supplemental Declaration are hereby deleted in their entirety and replaced with the following:

> All dwellings must have a garage, whether detached or attached, and such garage must hold a minimum of two (2) cars and a maximum of four (4) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways; provided that for corner Lots, the garage on

such Lots shall only face away from the street on which the home is addressed. No carports shall be allowed. Porticos may be allowed by the Architectural Review Board or appropriate architectural control reviewing body on a case-by-case basis. Construction of all dwellings and other improvements commenced on any Lot shall be completed as to exterior finish and appearance within one (1) year from the date of commencement.

2. **Neighborhood Assessments for The Bourdeaux**. The last sentence of *Section 4.3* of the Unit 1 Supplemental Declaration is hereby deleted in its entirety and replaced with the following:

> Such Neighborhood Assessment shall be in addition to the assessments due and payable to the Association for the general upkeep of the entire development as described in *Article 8* of the Declaration. Notwithstanding anything contained in the Declaration to the contrary, if one (1) or more Lots are combined into a single composite build site, the Lot Owner is still responsible for paying all associated Neighborhood Assessments for each Lot shown on the original plat regardless of the composite build site; however, after an Owner notifies the Association of the intent for a composite build site and provides replat verification of the combined Lots into one (1) Lot from Comal County to the Declarant and the Association, the Owner shall not be obligated to pay more General Assessments or Special Assessments in any one fiscal year than the amount allocated to one (1) Lot. Notwithstanding the foregoing, if an Owner notifies the Association of the intent for a composite build site and provides replat verification of the combined Lots into one (1) Lot from Comal County to the Declarant and the Association on or before December 31, 2016, the Owner shall not be obligated to pay more General Assessments, Neighborhood Assessments or Special Assessments in any one fiscal year than the amount allocated to one (1) Lot.

3. **Neighborhood Assessments for Provence**. *Article 4* of the Unit 2 Supplemental Declaration is hereby deleted in its entirety and replaced with the following:

ARTICLE 4

Neighborhood Assessments for Provence

4.1 Lots 330-426, Vintage Oaks at the Vineyard, Unit Two shall have private roads and the assessment for maintaining the roads shall be borne by only Lots 330-426, inclusive, Vintage Oaks at the Vineyard, Unit Two lot owners and not the full Association.

4.2 Additionally, owners of Lots 330-426, Vintage Oaks at the Vineyard, Unit Two (hereinafter "Provence") shall be responsible for the expenses associated

with the private road repair, gate maintenance repairs and entry system that shall be paid out of the Neighborhood Assessment listed below.

4.3 Lots 330-426, inclusive, Vintage Oaks at the Vineyard, Unit Two (Provence), shall be subject to a Neighborhood designated as "Provence" only. The initial Neighborhood Assessment shall be THREE HUNDRED AND NO/100 DOLLARS ($300.00) per year, which may be amended and modified by the Association as needed or required in the future, but in no event may such Neighborhood Assessment specific to Provence be increased by more than 10% per year. Such Neighborhood Assessment shall be in addition to the assessments due and payable to the Association for the general upkeep of the entire development as described in *Article 8* of the Declaration. Notwithstanding anything contained in the Declaration to the contrary, if one (1) or more Lots are combined into a single composite build site, the Lot Owner is still responsible for paying all associated Neighborhood Assessments for each Lot shown on the original plat regardless of the composite build site; however, after an Owner notifies the Association of the intent for a composite build site and provides replat verification of the combined Lots into one (1) Lot from Comal County to the Declarant and the Association, the Owner shall not be obligated to pay more General Assessments or Special Assessments in any one fiscal year than the amount allocated to one (1) Lot. Notwithstanding the foregoing, if an Owner notifies the Association of the intent for a composite build site and provides replat verification of the combined Lots into one (1) Lot from Comal County to the Declarant and the Association on or before December 31, 2016, the Owner shall not be obligated to pay more General Assessments, Neighborhood Assessments or Special Assessments in any one fiscal year than the amount allocated to one (1) Lot.

4. **Neighborhood Assessments**. The language of *Section 4.4* of the Unit 4 Supplemental Declaration and *Section 4.2* of the Unit 10 Supplemental Declaration is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything contained in the Master Declaration to the contrary, if one (1) or more Lots are combined into a single composite build site, the Lot Owner is still responsible for paying all associated Neighborhood Assessments for each Lot shown on the original plat regardless of the composite build site; however, after an Owner notifies the Association of the intent for a composite build site and provides replat verification of the combined Lots into one (1) Lot from Comal County to the Declarant and the Association, the Owner shall not be obligated to pay more General Assessments or Special Assessments in any one fiscal year than the amount allocated to one (1) Lot. Notwithstanding the foregoing, if an Owner notifies the Association of the intent for a composite build site and provides replat verification of the combined Lots into one (1) Lot

from Comal County to the Declarant and the Association on or before December 31, 2016, the Owner shall not be obligated to pay more General Assessments, Neighborhood Assessments or Special Assessments in any one fiscal year than the amount allocated to one (1) Lot.

5. **Article 4**. The title of *Article 4* of the Unit 5 Supplemental Declaration, the Unit 6 Supplemental Declaration, the Unit 8 Supplemental Declaration, the Unit 9 Supplemental Declaration, and the Unit 11 Supplemental Declaration is hereby deleted in its entirety and replaced with the following:

ARTICLE 4
Assessments

6. **Section 4.1**. *Section 4.1* of the Unit 5 Supplemental Declaration, the Unit 6 Supplemental Declaration, the Unit 8 Supplemental Declaration, the Unit 9 Supplemental Declaration, and the Unit 11 Supplemental Declaration is hereby deleted in its entirety.

7. **Section 4.1**. The following is hereby added to the end of *Section 4.1* of the Unit 10 Supplemental Declaration:

Lots contained in Vintage Oaks, Unit 10, Canyon Ranch shall be subject to an initial Neighborhood Assessment in the amount of THREE HUNDRED AND NO/100 DOLLARS ($300.00) per year, which may be amended and modified by the Association as needed or required in the future. This Neighborhood Assessment shall be in addition to the yearly Assessment for Vintage Oaks at the Vineyard community.

8. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Vintage Oaks Supplemental Declarations remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective this 22 day of May, 2017.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: Senior Vice President of Operations

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 22 day of May, 2017, by Thad Rutherford, Senior VP of Operations of SouthStar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.

Terry L. Cole
Notary Public, State of Texas

(seal)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/13/2017 12:06:15 PM
LAURA 7 Pages(s)
201706028671

Bobbie Koepp

AFTER RECORDING RETURN TO:

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

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of The Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the "**Association**"), and that attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the Association's Amended Fine and Enforcement Policy, duly approved and adopted by the Board of Directors of the Association at an open board meeting held on the 25th day of July, 2017.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 25 day of July, 2017.

Jim Vater, Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 25 day of July, 2017, by Jim Vater, the Secretary of THE PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation, on behalf of said nonprofit corporation.

[SEAL]

LAURA L. FICCO
Notary Public, State of Texas
Comm. Expires 06-29-2020
Notary ID 10203228

Notary Public Signature

EXHIBIT "A"

PROPERTY OWNER'S ASSOCIATION OF VINTAGE OAKS, INC.
AMENDED FINE AND ENFORCEMENT POLICY

WHEREAS, Vintage Oaks is subject to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded in the Official Public Records of Comal County, Texas, as amended ("Declaration");

WHEREAS, the Property Owner's Association of Vintage Oaks, Inc. (the "Association") is authorized to enforce the covenants, conditions and restrictions contained in the Declaration, the Bylaws, rules and regulations, guidelines, and other policies (hereinafter the Declaration, Bylaws, rules and regulations and guidelines are collectively referred to as the "Governing Documents") and to impose fines for violations of the Governing Documents; and

WHEREAS, in order to comply with the requirements of Chapter 209 of the Texas Residential Property Owners Protection Act (the "Act"), the Board of Directors of the Association (the "Board") desires to promulgate the following rules/policy establishing procedures for the enforcement of the restrictive covenants set forth in the Governing Documents and for the levying of fines against violating owners; and

WHEREAS, pursuant to such authority, the Board adopted a Fine and Enforcement Policy on or about September 10, 2014, recorded as Document No. 201406036864 of the Real Property Records of Comal County, Texas (the "2014 Policy"); and

WHEREAS, the Board desires to amend and replace the 2014 Policy, in its entirety, with this Amended Fine and Enforcement Policy.

NOW, THEREFORE, IT IS RESOLVED that the following procedures and practices are established for the enforcement of the Governing Documents and for the curing of violations of the Governing Documents and the same are to be known as the "Amended Fine and Enforcement Policy" (to be referred to herein as the "Enforcement Policy"). 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.

1. Exempted Actions/Remedies. Pursuant to Section 209.007(d) of the Act, the notice and hearing provisions set forth herein that are provided to satisfy the requirements of Chapters 209.006-209.007 of the Act do not apply if: (1) the Association files a lawsuit seeking a temporary restraining order or temporary injunctive relief; (2) the Association files a lawsuit that includes foreclosure as a cause of action; (3) the Association pursues a self-help remedy; or (4) the Association is otherwise excused from such requirements under the Texas Property Code (e.g., for uncurable violations).

2. Generally. The steps and procedures contained in this Policy serve as a general outline of the procedures to follow for enforcement of the covenants, conditions, restrictions and rules contained in the Governing Documents; provided, however, that this Enforcement Policy does not apply to collection of assessments and related costs and charges. The Association is not bound to follow the exact procedures in every enforcement matter except as required by the

Governing Documents or the Act. The procedures in the Enforcement Policy are not intended to constitute a prerequisite or condition precedent to the Association's ability to pursue a remedy to enforce against any violation or to obtain any legal relief or remedy except as required the Act.

3. Establishment of Violation. Any condition, use, activity, or improvement which does not comply with the provisions of the Governing Documents shall constitute a "Violation" under this Policy for all purposes.

4. Covenants & Guidelines Committee. The Board may establish a Covenants & Guidelines Committee and appoint volunteer members to such committee for the purpose of identifying and reporting Violations to the Board. Any member appointed to the Covenants & Guidelines Committee by the Board will serve for the period of time established by the Board or, if no period of time is established, until the Board removes the member from the committee or until the member provides the Board with notice of the member's resignation from the committee. The Board may, at the time of the appointment or any time thereafter, impose requirements and restrictions on the committee member's activities or responsibilities. Unless otherwise specified by the Board, the appointment of a member to the Covenants & Guidelines Committee will constitute a delegation of authority for such member, while serving on the committee, to observe, document, and promptly report actual or suspected Violations directly to the Board or to a manager for the Association. The committee member should not communicate any information obtained during his or her service as a committee member to any person other than the Board or a manager for the Association and shall maintain all such information related to any actual or suspected Violation in confidence. A member of the Covenants & Guidelines Committee may not enter any private property. Any further action to be taken with regard to any investigation or documentation of a Violation is limited to such activities requested by the Board. Committee members are only authorized to present Board approved rules/policies.

5. Report of Violation. Upon discovery of a Violation, the Board or its delegate may, but is not obligated to, forward to the Owner of the Lot in question notice via email, regular first-class mail or via postcard of the discovery of the Violation(s) (the "Courtesy Notice"). The Owner will generally be afforded fourteen (14) days from the date of the Courtesy Notice to correct or eliminate the Violation(s). The Board or its delegate may, in lieu of this notice, proceed immediately to the notice set forth in Paragraph 6 below.

6. Notice of Violation. If the Violation is not corrected or eliminated within the time period specified in the Courtesy Notice, or if the Board or its delegate deem it appropriate to proceed without the Courtesy Notice, the Association will forward to Owner of the Property in question written notice of the Violation(s) by certified or registered mail (the "Notice of Violation"). A Notice of Violation is not required if the alleged violator was previously given a Notice of Violation within six (6) months of the date of the Violation and was given the opportunity to exercise any rights listed below in the preceding six (6) months. In such event, the Board may impose sanctions as authorized by the Declaration and/or this Enforcement

Policy without notice to the Owner other than the Notice of Sanction/Fine described below. The Notice of Violation, if required, will state the following:

(a) The description of the Violation, including any property damage caused by the Owner, and state any amount due to the Association from the Owner.

(b) The proposed sanction to be imposed, including, but not limited to, the amount of any fine, suspension of rights to use Common Area, the use of self-help remedies or the amount claimed to be due from the owner for property damage.

(c) That the Owner is entitled to thirty (30) days to cure the Violation and avoid the fine or sanction if the Violation is of a curable nature and does not pose a threat to public health or safety, a description of the action required to cure the Violation, and a date by which the owner must cure the violation.

(d) A statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C App. Section 501 et seq.) if the owner is serving on active military duty.

(e) That the recipient may, on or before thirty (30) days after the date of the Notice of Violation (based on the date of mailing), deliver to the Association a written request for a hearing. The recipient will be entitled to only one (1) hearing with the Board for each violation.

(f) That if a curable Violation is not corrected or eliminated with the time period specified in the Notice of Violation, or if the conduct which constitutes a Violation is committed again, or if a written request for a hearing is not made on or before thirty (30) days from the receipt of the Notice of Violation, that the sanctions or actions delineated in the Notice of Violation may be imposed or taken and that any attorney's fees and costs will be charged to the Owner.

If the hearing described in Paragraph 6(e) above is to be held before a committee or delegate of the Board, the Owner will be informed of the right to appeal the decision of the committee or delegate to the Board.

7. Notice of Sanction/Fine. A formal notice of the Violation and the sanction or action to be imposed or taken, including the amount of any fine or the amount of any property damage (the "Notice of Sanction/Fine") will be sent by the Association to the Owner by regular first-class mail and by certified mail, return receipt requested, or registered mail where, within the time period specified in the Notice of Violation, the Violation has not been corrected or eliminated (or, in the case of a recurring Violation, the Violation has reoccurred) or the Association has not timely received a written request for a hearing.

8. Request for a Hearing. If the Owner timely requests a hearing, the hearing will be held in executive session affording the alleged violator a reasonable opportunity to be heard. The Association will notify the Owner in writing of its decision and action and fining could commence at the conclusion of such notification.

9. Referral to Legal Counsel. Where a Violation is determined or deemed determined to exist and where the Board deems it to be in the best interests of the Association to refer the Violation to legal counsel for appropriate action, the Board may do so at any time. Such legal action may include, without limitation, sending demand letters to the violating Owner, filing a notice of violation or non-compliance against the Lot in the real property records and/or filing suit against the Owner to correct or otherwise abate the Violation. Attorney's fees and all costs incurred by the Association in enforcing the Declaration and administering this Enforcement Policy shall become the personal obligation of the Owner.

10. Fines. Subject to the provisions of this Enforcement Policy and/or the Governing Documents, the imposition of fines will be on the following basis.

    In the event that the Owner has not cured the Violation within the requested time period, has not made a timely written request for a hearing, or the Board subsequent to a hearing decides to levy a fine, then the Board will impose a fine in the amount of $25 per day against the Owner and the Lot, the Board or its delegate will send a formal notice of the imposition of a fine (the "Notice of Fine") to the Owner. The Notice of Fine will be given either by personal delivery or by certified mail, return receipt requested, at the option of the Board or its delegate and shall include notice to the Owner that amenity privileges have been suspended. Any and all fines levied shall also become a part of the Owner's assessment obligation and a lien against the Lot.

11. Other Remedies/Sanctions. The Board may impose any sanctions that are not otherwise prohibited under the Declaration or Texas law in order to enforce compliance with the Governing Documents. The Board also reserves the right to set fine amounts on a case by case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation.

12. Notices. Unless otherwise provided in the Enforcement Policy, all notices required by this Enforcement Policy shall be in writing and shall be deemed to have been duly given if delivered personally and/or if sent by United States Mail, first-class postage prepaid, to the Owner at the address which the Owner has designated in writing.

    a. Where the notice is directed by personal delivery, notice shall be deemed to have been given, sent, delivered or received upon actual receipt by any person accepting delivery thereof at the address of the recipient or business as set forth in such notice or if no person is there, by leaving the notice taped to the front door of the residence or business.

b. Where the notice is placed into the care and custody of the United States Postal Service, notice is effective on the date of mailing and shall further be presumed to have been given, sent, delivered or received, as of the third (3rd) calendar day following the date of postmark of such notice bearing postage prepaid and the appropriate name and address as required herein.

c. Where the Board has actual knowledge that an enforcement action would directly affect a third party (e.g. a tenant or a neighbor) or involves a Violation by a party other than the Owner, notices required under this Enforcement Policy may be given, if possible, to such third party in addition to the Owner. Notwithstanding any notice sent to a third party, the Owner remains the party responsible for compliance with the requirements of the Declaration. The Board shall accept a response from any such third party only upon the written direction of the Owner of the Lot upon which the Violation exists.

d. Where the interests of an Owner in a Lot have been handled by a representative or agent of such Owner or where an Owner has otherwise acted so as to put the Association on notice that its interest in a lot has been and are being handled by a representative or agent, any notice or communication from the Association pursuant to this Enforcement Policy will be deemed full and effective for all purposes if given to such representative or agent.

e. Where an Owner transfers record title to a Lot at any time during the pendency of any procedure prescribed by this Enforcement Policy, such Owner shall remain personally liable for all costs and fines under this Enforcement Policy. As soon as practical after receipt by the Association of a notice in writing of a change in the record title to a Lot which is the subject of enforcement proceedings under this Enforcement Policy, the Board may begin enforcement proceedings against the new Owner in accordance with this Enforcement Policy. The new Owner shall be personally liable for all costs and fines under this Enforcement Policy which are the result of the new Owner's failure and/or refusal to correct or eliminate the Violation in the time and manner specified under this Enforcement Policy.

13. Cure of Violation During Enforcement. An Owner may correct or eliminate a Violation at any time during the pendency of any procedure prescribed by this Enforcement Policy. Upon verification by written report to the Board and sent, where appropriate, to the Board that the Violation has been corrected or eliminated, and only after the Board is able to confirm that the Violation has been corrected or eliminated which it will do within three (3) days of receipt of the written report, the Violation will be deemed no longer to exist. The Owner will remain liable for all costs and fines under this Enforcement Policy, which costs and fines, if not paid upon demand therefor by Management, will be referred to the Board of the Association for collection.

14. Definitions. The definitions contained in the Declaration and Bylaws are hereby incorporated herein by reference.

15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall be enforced as if such provision did not exist. Furthermore, in the event that any provision of this Enforcement Policy is deemed by a court with jurisdiction to be ambiguous or in contradiction with any law, this Enforcement Policy and any such provision shall be interpreted in a manner that complies with an interpretation that is consistent with the law. In the event any provision of this Enforcement Policy conflicts with the Declaration, the Declaration controls.

16. 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.

IT IS FURTHER RESOLVED THAT THIS Amended Covenant Enforcement and Fining Policy is effective upon adoption hereof, to remain in force and effect until revoked, modified or amended.

This is to certify that the foregoing resolution was adopted by the Board of Directors at a meeting of same on July 25, 2017 and has not been modified, rescinded or revoked.

DATE: July 25, 17

Secretary

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/17/2017 10:32:40 AM
LAURA 8 Pages(s)
201706038551

Bobbie Koepp

AFTER RECORDING RETURN TO:

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

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the "**Association**"), and that attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the Association's Assessment Collection Policy, duly approved and adopted by the Board of Directors of the Association at an open board meeting held on the 9 day of November, 2017.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 9 day of November, 2017 to be effective January 1, 2018.

Jim Vater, Secretary

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 9 day of November, 2017, by Jim Vater, the Secretary of the PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation, on behalf of said nonprofit corporation.

[SEAL] TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented.

EXHIBIT "A"

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
ASSESSMENT COLLECTION POLICY

[ATTACHED]

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
ASSESSMENT COLLECTION POLICY

Vintage Oaks is a community (the "**Community**") created by and subject to the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented (collectively, the "**Declaration**"). The operation of the Community is vested in the Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate of Formation, Bylaws, the Design Guidelines and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Governing Documents**"), including the obligation of Owners to pay assessments pursuant to the terms and provisions of the Declaration.

Membership in the Association is mandatory pursuant to the terms and provisions of the Declaration. An Owner is legally obligated to pay the assessments to the Association even if the Association's facilities or amenities are not used by the Owner. The Owner may not withhold payment of assessments even if the Association is not providing maintenance or services mandated by the Governing Documents.

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

SECTION 1. INVOICES, DELINQUENCIES, LATE CHARGES & INTEREST

1-A. Invoice. The Association may, but shall not be required to, invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. As a matter of course, assessments are invoiced by statements. Non-receipt of an invoice shall in no way relieve the Owner of the obligations to pay the amount due by the due date. Owners who do not receive an invoice are responsible for contacting the entity that manages the association prior to the due date to request an invoice. Owners are responsible for notifying the entity that manages the Association of their mailing address at the time of acquiring a Lot and any subsequent mailing address change(s).

1-B. Due Date. An Owner will timely and fully pay all assessments. 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-C. 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-D. Late Fees & Interest. If the Association does not receive full payment of an assessment by 5:00 p.m. on 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 thereof (or if there is no such highest rate, then at the rate of 18% per annum) until paid in full.

1-E. 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-F. 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-G. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a Majority of the Board. The Board may grant a waiver of any provision in this policy upon request in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the records of the Association. In addition, the Board is hereby authorized to extend the time for and/or modify the collection procedures, as the Board may deem appropriate.

SECTION 2. INSTALLMENTS & ACCELERATION

If an assessment, other than a General Assessment or Neighborhood 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 General Assessment or Neighborhood 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 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 in their sole and absolute discretion. 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. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under Paragraph 5-B expires. 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 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 entity managing the Association, 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 certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). 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 entity managing 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 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 thirty (30) days (unless such notice has previously been provided by the Association), then

(2) Lien Notice: Preparation of the Lien Notice and Demand for Payment Letter and recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (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 thirty (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 Governing Documents 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 Governing Documents 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.

6-D. Notices. Unless the Governing Documents, 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.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/13/2017 03:42:03 PM
TERRI 8 Pages(s)
201706050096



Bobbie Koepp

AFTER RECORDING RETURN TO:

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

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the duly elected, qualified and acting Secretary of the Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the "**Association**"), and that attached hereto as Exhibit "A" and made a part hereof is a true and correct copy of the Association's Fireworks Policy, duly approved and adopted by the Board of Directors of the Association at an open board meeting held on the 9 day of November, 2017.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 9 day of November, 2017 to be effective January 1, 2018.

Jim Vater, Secretary

STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 9 day of November, 2017, by Jim Vater, the Secretary of the PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation, on behalf of said nonprofit corporation.

[SEAL] TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented.

EXHIBIT "A"

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
FIREWORKS POLICY

[ATTACHED]

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
FIREWORKS 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 Vintage Oaks at the Vineyard, recorded under Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented (collectively, the "Declaration").

The Board of Directors of the Property Owners Association of Vintage Oaks, Inc. (the "**Association**"), has implemented this "zero tolerance" Fireworks Policy concerning the use of fireworks within the Vintage Oaks Properties, private streets, Common Area and Exclusive Common Area (collectively, the "**Vintage Oaks Community**"), by Owners, residents and their guests.

1. **Prohibited** fireworks include any fireworks that leave the ground including, but not limited to the following:

    - Bottle rockets;
    - Roman candles;
    - Aerials;
    - Artillery shells; and
    - Missiles and similar items.

    All **prohibited** fireworks are not allowed within the Vintage Oaks Community.

2. **Allowed** fireworks include sparklers, fountains, smoke balls, black cat firecrackers, crackle or strobe effects items, wheels, spinners and various other novelty items. Use of **allowed** fireworks are permitted by Owners, residents and their guests, ONLY on their Lot, and completely forbidden on any other portion of the Vintage Oaks Community.

3. **Allowed** fireworks will be permitted on July 3rd, July 4th, and July 5th until 11:00 p.m. and on December 31st from noon to 12:30 a.m. on January 1st of each year.

4. The Board of Directors of the Association may authorize and sponsor an organized Vintage Oaks Community fireworks display each year during the Fourth of July holiday open to Owners, residents and their guests.

5. NO fireworks may be possessed or used by children under the age of sixteen (16) years old without direct adult supervision.

6. The Association may hire off-duty police officers during the Fourth of July and New Year's holidays to enforce compliance.

7. Any person may call phone number (830) 267-4651 to immediately report noncomplying individuals.

8. This Fireworks Policy may be enforced by the entity managing the Association, the Board of Directors, or any Board of Directors approved committee.

9. Ordinances and requirements imposed by local governmental authorities are applicable to the Vintage Oaks Community. Compliance with this Fireworks Policy is not a substitute for compliance with such ordinances and requirements. Please be advised that this Fireworks Policy does not list such local ordinances and requirements. Each Owner, resident and their guests are advised to review all ordinances, requirements regulations and applicable law affecting the use of fireworks.

10. The Schedule of Fines for a violation of this Fireworks Policy is as follows:

    (a) No warnings or courtesy letters will be given. This is a "zero tolerance" Fireworks Policy and considered a health, safety, and security issue pursuant to Section 209.006(h)(1) of the Texas Property Code.

    (b) Owners or residents using fireworks outside of their Lot and/or the above designated times may be immediately levied up to a One Thousand and No/100 Dollars ($1,000.00) fine for each occurrence.

    (c) The Association may also levy the replacement value of any affected/damaged structure(s) and/or property, and/or the clean-up costs incurred as a result of the use of **prohibited** or **allowed** fireworks by an Owner, resident or their guests.

    (d) The fine and the damage/clean-up costs, until paid, may be the subject of a lien against the Owner's Lot, and may result in legal action against the Owner.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/13/2017 03:44:45 PM
TERRI 4 Pages(s)
201706050099



Bobbie Koepp

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS

SUPPLEMENT TO AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

ADOPTED:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this 9 day of November, 2017, by Thad Rutherford, President of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, on behalf of said company.

(seal) TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public, State of Texas

Cross Reference to that certain (i) Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented; and (ii) Vintage Oaks Amended and Restated Architectural and Site Design Guidelines, recorded under Document No. 201606034595, Official Public Records of Comal County, Texas. This Supplement to Amended and Restated Architectural and Site Design Guidelines will be effective the date that it is recorded in the Official Public Records of Comal County, Texas.

4826-6217-9665v.1
58167-1 10/4/2017

SUPPLEMENT TO
AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

This Supplement to Vintage Oaks Amended and Restated Architectural and Site Design Guidelines (the "**Supplement**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

RECITALS

A. Pursuant to *Section 9.3(a)* of that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented (the "**Declaration**"), Declarant adopted the Vintage Oaks Amended and Restated Architectural and Site Design Guidelines, recorded under Document No. 201606034595, Official Public Records of Comal County, Texas (the "**Design Guidelines**").

B. Pursuant to *Section 9.3(a)* of the Declaration, the Declarant, during the Development Period, has the power, from time to time, to amend the Design Guidelines. At this time, the Development Period has not expired.

C. Declarant desires to supplement the Design Guidelines.

NOW, THEREFORE, the Declarant hereby supplements the Design Guidelines by amending the following provisions:

1. **Application Fees**. The Design Guidelines are hereby supplemented by amending and restating the page entitled "Application Fees" set forth in the Vintage Oaks Architectural Review Application on page 31 of the Design Guidelines with the page entitled "Application Fees" attached hereto as Exhibit "A".

2. **Schedule of Fines**. The following language is hereby added as *Section 3.11* of the Design Guidelines:

3.11 Schedule of Fines

Listed below is the schedule of fines which may be assessed. **PLEASE BE ADVISED THAT FINES ARE NOT IN LIEU OF ANY COSTS CHARGEABLE AGAINST AN OWNER OR BUILDER FOR REPAIRS OR RESTORATION.**

SCHEDULE OF FINES

Construction without ARB Approval	$500
Inadequate/Removed Silt Fence	$500
Excessive Mud/Debris on Street	$250 plus $50/day
Excessive Construction Debris	$250 plus $50/day

No Chemical Toilet Provided	$150 plus $25/day
No Dumpster Present	$150 plus $25/day
Encroachment on Adjacent Properties	$500 plus cost of repair
Damage to Streets, Curbs, Infrastructure	$500 per location
Miscellaneous Violation of Construction Rules	$50/day

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration or the Design Guidelines. Unless expressly modified by this Supplement, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

EXHIBIT "A"

APPLICATION FEES

Make all Checks payable to Property Owners Association of Vintage Oaks, Inc.

☐ New Home Construction Review Fee $800
☐ All Other Review Fees $100
☐ Landscape Deposit $500

Date Received:
Received by:

Check #

☐ Builder Deposit $2,500
(for compliance to "Clean Site" standards)
Note: To be refunded to Builder upon completion of the approved construction and/or modification less any fines for "Clean Site" violations or damage. Notwithstanding the foregoing, $1,000 of such deposit shall be non-refundable for any construction in a gated area.
****Check must come from Builder**

Date Received:
Received by:
Check #

Area Calculations:
Heated Square Footage:

Total Home Site Area:

Agreement:
As the Owner and the Builder of the above described construction project, we acknowledge and agree that the improvements will be constructed in accordance with plans and specifications which have been approved by the Architectural Review Board (the "**ARB**").
We further acknowledge and understand that:

1. We have read and understand the Covenants and Restrictions applicable to the Properties, all the Guidelines and will follow and obey said Covenants, Restrictions, and Guidelines.
2. We are responsible for completing this project as described by the drawings and specifications approved by the ARB.
3. We will maintain a clean construction site at all times and install a Builder sign, commercial dumpster, job toilet, a construction entrance and a "dump box" in conformance with the Guidelines prior to the commencement of any construction. Builder understands that if he does not comply with clean site standards, that violations are subject to fines, at the discretion of the construction superintendent for SouthStar at Vintage Oaks, LLC, a Texas limited liability company (the "**Declarant**"). Said fines will be deducted from the Builder Deposit.
4. We are responsible for the conduct of all workers and subcontractors performing services on this project at all times while they are engaged by us.
5. The Builder or Owner is responsible for applying for all utilities (including, but not limited to, electricity, water, and natural gas) and complying with connection/interface requirements immediately upon receiving approval for construction. Declarant will not be held responsible for construction delays due to the Builder/Owner's failure to apply for utilities in a timely manner.

Furthermore, neither Declarant nor the ARB will be held liable for the failure of any utility to provide their services to the Builder/Owner in a timely manner.

6. The Builder and the Owner are responsible for installing a base temporary drive to the Lot prior to the commencement of construction activities. Damage to paved roads by a Builder, sub-contractor, supplier or others related to the construction of a residential dwelling will be repaired and costs will be deducted from the Builder Deposit.

Owner Date:

Builder Date:

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/13/2017 04:01:33 PM
TERRI 5 Pages(s)
201706050104

Bobbie Koepp

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS AT THE VINEYARD

SECOND AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented.

VINTAGE OAKS AT THE VINEYARD
SECOND AMENDED AND RESTATED
ADOPTION OF WORKING CAPITAL ASSESSMENT

This Second Amended and Restated Adoption of Working Capital Assessment (the "**Second Amended and Restated Working Capital Assessment**") is made by the Board of Directors (the "**Board**") of the Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation (the "**Association**"), and is as follows:

A. Pursuant to *Section 8.9* of that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented (collectively the "**Declaration**"), the Board of the Association may adopt a Working Capital Assessment in such amount as may be determined by the Board from time to time in its sole and absolute discretion.

B. The Board previously adopted a Working Capital Assessment pursuant to that Vintage Oaks at the Vineyard Amended and Restated Adoption of Working Capital Assessment, recorded under Document No. 201606048482, Official Public Records of Comal County, Texas (the "**Amended and Restated Working Capital Assessment**"). The Amended and Restated Working Capital Assessment provided that the amount of the Working Capital Assessment is subject to change from time to time by the Board.

C. The Board desires to modify the amount of the Working Capital Assessment, and the Board, files this Second Amended and Restated Adoption of Working Capital Assessment as follows:

1. **Working Capital Assessment for Unimproved Lots**. In accordance with *Section 8.9* of the Declaration, the Board adopts a Working Capital Assessment in the amount of Five Hundred and No/100 Dollars ($500.00) for those Lots without a dwelling thereon (the "**Second Amended Unimproved Lot Working Capital Assessment**"). The Second Amended Unimproved Lot Working Capital Assessment applies to all Lots without a dwelling thereon subject to the Declaration unless otherwise exempt, delayed or reduced pursuant to *Section 8.9* of the Declaration.

2. **Working Capital Assessment for Improved Lots**. In accordance with *Section 8.9* of the Declaration, the Board adopts a Working Capital Assessment in the amount of Seven Hundred and Fifty Dollars ($750.00) for those Lots with a dwelling thereon (the "**Second Amended Improved Lot Working Capital Assessment**"). The Second Amended Improved Lot Working Capital Assessment applies to all Lots with a dwelling thereon subject to the Declaration unless otherwise exempt, delayed or reduced pursuant to *Section 8.9* of the Declaration.

3. **Subject to Change**. The amount of the Second Amended Unimproved Lot Working Capital Assessment and Second Amended Improved Lot Working Capital Assessment designated hereunder is subject to change from time to time by the Board. Upon the recording of this Second Amended and Restated Working Capital Assessment the Amended and Restated Working Capital

Assessment shall be amended, restated and replaced in its entirety by the terms and provisions of this Second Amended and Restated Working Capital Assessment.

4. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

EXECUTED TO BE EFFECTIVE on the 9 day of November 9, 2017 to be effective January 1, 2018.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____
Printed Name: Thad Rutherford
Title: President

By: _____
Printed Name: Lundy Crabb
Title: Vice President

By: _____
Printed Name: Jim Vater
Title: Secretary/Treasurer

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9th day of November, 2017, by Thad Rutherford, President of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9th day of November, 2017, by Lundy Crabb, Secretary/Treasurer of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on this the 9th day of November, 2017, by Jim Vater, Secretary/Treasurer of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/13/2017 04:32:34 PM
CHRISTY 5 Pages(s)
201706050125



Bobbie Koepp

NON-MATERIAL CORRECTION INSTRUMENT
(Pursuant to Section 5.028, Texas Property Code)

VINTAGE OAKS AT THE VINEYARD

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TO THE COUNTY CLERK:

PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE INSTRUMENT BEING CORRECTED:

DECLARANT: **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company

State of Texas §
County of Comal §

"Original Instrument"

Document Type: Amendment to Declaration of Covenants, Conditions and Restrictions
Recording Date: June 13, 2017
Recording Information: Document No. 201706028668

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company ("**SOUTHSTAR**"), is the developer of Vintage Oaks at the Vineyard (the "**Community**").

SOUTHSTAR caused to be filed that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706028668 in the Official Public Records of Comal County, Texas (the "**Amendment**"), with a recording date of June 13, 2017.

Prior to the recording of the Amendment, SouthStar caused to be filed that certain Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706014965 in the Official Public Records of Comal County, Texas, with a recording date of March 30, 2017.

This instrument is made as a correction to the Amendment as originally recorded.

1. All references to the "Fourth Amendment" in the Amendment are inadvertently incorrect in: (i) the "title" on the cover page and first page; (ii) the footer on each page; and (iii) the first paragraph of the first page.

   All references to the "Fourth Amendment" in the Amendment shall be replaced with the "Fifth Amendment" in: (i) the "title" on the cover page and first page; (ii) the footer on each page; and (iii) the first paragraph of the first page.

2. The definition of "Declaration", in Recital A of the Amendment, inadvertently did not include the recording information of the previously recorded Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, as revised. Therefore, the definition of "Declaration", in Recital A of the Amendment, shall be replaced with the following:

   > Bluegreen Southwest One, L.P., a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201406032083 in the Official Public Records of Comal County, Texas, as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201606000890 in the Official Public Records of Comal County, Texas, as amended by that certain Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706014965 in the Official Public Records of Comal County, Texas (collectively, the "**Declaration**").

Preston Patten, as evidenced by his signature below, is an employee of Winstead PC, which firm is retained to represent SOUTHSTAR. He has personal knowledge of the relevant

facts and has examined the Amendment and has determined that nonmaterial errors exist that can be properly corrected through the recordation of this instrument. By the recordation of this instrument, the references to the "Fourth Amendment" in the Amendment on: (i) the "title" on the cover page and first page; (ii) the footer on each page; and (iii) the first paragraph of the first page, shall be the "Fifth Amendment", and the definition of "Declaration", in Recital A, shall be replaced as set forth in Paragraph 2 hereinabove.

Other than the stated corrections above, this instrument is intended to restate in all aspects the Amendment and the Effective Date of this instrument relates back to the effective date of the Amendment.

Upon execution, a copy of this instrument shall be sent via U.S. First Class Mail to each party to the original Amendment in accordance with the provisions of Sections 5.028(d)(2) of the Texas Property Code.

Preston Patten

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on April 9, 2018, by Preston Patten, known personally to me.

[SEAL]

B. MASON
Notary Public, State of Texas
Comm. Expires 04-23-2019
Notary ID 128522357

NOTARY PUBLIC, State of Texas
My Commission Expires: 4-23-19
Printed Name: Brittany Mason

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/10/2018 08:34:20 AM
TERRI 3 Pages(s)
201806013767

Bobbie Koepp

4843-3439-4465v.1

58167-1 4/9/2018

AMENDED AND RESTATED MANAGEMENT CERTIFICATE
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

The undersigned, being an officer of Property Owners Association of Vintage Oaks, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Vintage Oaks at the Vineyard.

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: See Exhibit "A" attached hereto.

4. The recording data for the Declaration: Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas; and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201406032083, Official Public Records of Comal County, Texas; and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201606000890, Official Public Records of Comal County, Texas; and as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201706028668, Official Public Records of Comal County, Texas

5. The name and mailing address of the Association: Property Owners Association of Vintage Oaks, Inc., c/o The Neighborhood Company, 1114 Lost Creek Boulevard, Suite 270, Austin, TX 78746.

6. The name and mailing address of the person managing the Association: The Neighborhood Company, 1114 Lost Creek Boulevard, Suite 270, Austin, TX 78746.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 6 day of February, 2019.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC. a Texas non-profit corporation

By: _____
Name: Thad Rutherford
Title: Declarant

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on 6 day of February, 2019, by Thad Rutherford, the Declarant of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

TERRY L. COLE
Notary Public, State of Texas
My Commission Expires
May 19, 2019

Terry L. Cole
Notary Public Signature

AFTER RECORDING RETURN TO:
Robert D. Burton, Esq.
Winstead, PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

EXHIBIT "A"

VINTAGE OAKS AT THE VINEYARD UNIT ONE:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas, by Document # 200706000394, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD UNIT TWO:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 4, 2007, in the real property records of Comal County, Texas, by Document # 200706040713, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 3:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 19, 2012, in the Official Public Records, Comal County, Texas, by Document # 201206036750, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 4:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document # 201206040252, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 5:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document # 201306040370, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 6:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey for Vintage Oaks at the Vineyard, Unit 6 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201306051565, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 7:
Lots, tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 7 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406005729, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said property and consisting of Lots 1046 through 1054, Vintage Oaks at the Vineyard, Unit 7.

VINTAGE OAKS AT THE VINEYARD, UNIT 8:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 8 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406026476, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 9:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 9 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506011975, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 10:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 10 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506042037, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 11:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 11 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506048246, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/11/2019 08:59:05 AM
LAURA 4 Pages(s)
201906004674



Bobbie Koepp

After Recording Return To:

Alex S. Valdes, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
avaldes@winstead.com

VINTAGE OAKS
COVID-19 POLICY – AMENITIES
[COMAL COUNTY, TEXAS]

The undersigned hereby certifies that he/she is the duly elected, qualified and acting President of the Vintage Oaks at the Vineyard, a Texas non-profit corporation (the "**Association**"), and that he or she certifies that the COVID-19 Policy - Amenities attached hereto, is a true and correct copy of such policy.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 12 day of May, 2020.

By: **VINTAGE OAKS AT THE VINEYARD**, a Texas non-profit corporation

Printed Name: Thad Rutherford
Title: President

STATE OF TEXAS §
§
COUNTY OF COMAL §

This instrument was acknowledged before me on this 12 day of May, 2020, by Thad Rutherford, President of the Vintage Oaks at the Vineyard a Texas non-profit corporation, on behalf of said non-profit corporation.

[seal] TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

Notary Public Signature

Cross Reference to that certain (i) Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771 in the Official Public Records of Comal County, Texas, as amended and supplemented; and (ii) Vintage Oaks Amended and Restated Architectural and Site Design Guidelines, recorded under Document No. 201606034595, Official Public Records of Comal County, Texas. This Supplement to Amended and Restated Architectural and Site Design Guidelines will be effective the date that it is recorded in the Official Public Records of Comal County, Texas.

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GENERAL RULES

1. **Applicability of COVID-19 Rules**. The Association's **COVID-19 POLICY – AMENITIES** rules (the "COVID-19 Rules") apply to the use of all property owned, managed, or controlled by the Association, including any common area property, amenities, or recreational facilities (the "Community Facilities"). In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail.

2. **Use of Community Facilities** – Entry upon or use of Community Facilities" is at the user's own risk. The Association reserves the right to require users to acknowledge these rules in writing.

3. **COVID-19 Orders, Rules, and Guidance.** Users are advised that certain orders, rules, and guidance provided by governmental agencies and the Centers for Disease Control ("CDC") provide recommendations and mandatory rules that require, among other things: (1) social distancing; (2) occupancy limits; (3) cleaning and disinfection; (4) restricted entry of facilities by persons who have COVID-19 symptoms or have been diagnosed with COVID-19; and (5) other requirements specific to certain activities or facilities ("Regulatory Requirements").

4. **User Compliance.** Users must comply with all Regulatory Requirements, the COVID-19 Rules, and all other applicable rules and policies while using any Community Facilities. Owners are responsible for enforcing compliance by guests, if guest access is permitted, during any period of use of the Community Facilities. Users are responsible for cleaning and disinfecting equipment and surfaces before and after any period of use. Users must review and understand the current community rules for use before entering any Community Facilities.

5. **User Assumption of Risk.** It is understood that the Community Facilities are to be used on an 'as is' basis, without warranty, and without any representation by the Association as to the suitability of the premises for the intended use. The Association discloses that the CDC has provided the following guidance: "It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes. This is not thought to be the main way the virus spreads, but we are still learning more about this virus." Users are further advised that the CDC recommends that high-touch surfaces be cleaned and disinfected regularly, but it is impracticable for the Association to clean and disinfect high-touch surfaces or equipment after each user for its facilities. Given the possibility of contamination that is undetectable, users assume any risk associated with possible COVID-19 transmission or contamination and release and hold harmless the Association, and its agents, employees, managers, directors, officers, and representatives, from any and all claims, causes of action, injury or illness, including infection due to COVID-19, arising out of or relating in any way to use of Community Facilities. Access rights, as described herein, are only provided based on the understanding that user agrees to the terms herein and, therefore, access rights are provided in exchange for this user release.

6. **Social Distancing**. No person exhibiting a fever, or any symptoms associated with COVID-19 per the CDC (see https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), or those confirmed to have COVID-19 shall enter the Community Facilities. Users should maintain at least six feet of separation and distance from other users at all times while present at any Community Facilities, unless they are members of the same household. Community Facilities are inaccessible and off limits to anyone in a period of quarantine or mandatory isolation.

POOL RULES (INCLUDES ALL AMENITY LOCATIONS WITH A POOL)

Applicability of COVID-19 Rules. The **Association's COVID-19 POLICY – AMENITIES** rules (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to community pool facilities.

Individual(s) who are reported to be or are found to be in violation of any of the following pool rules may immediately be asked to leave the pool facilities, and pool privileges may be suspended indefinitely at the Board's discretion.

USE OF THE POOL IS AT YOUR DISCRETION. PLEASE USE CAUTION. SWIM AT YOUR OWN RISK.

Occupancy is limited to 25% of the normal operating limits or such other occupancy limits as may be prescribed from time to time by Regulatory Requirements. The Association's representatives or monitors have absolute authority and discretion to require users to leave the pool area or other Community Facilities. Users who are told to leave must immediately depart the premises.

Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

Pool access may be further restricted by the Association's policies.

No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), or those confirmed to have COVID-19 shall enter the Pool Area or make a reservation. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may enter the pool area.

Out of consideration for other members of the community, swimmers are encouraged to wash their hands before entering the pool area, touching the gate, pool rails, and before and after using the bathroom.

Please shower at home before traveling to the pool facilities. ALL SHOWERS ARE CLOSED IN ACCORDANCE WITH REGULATORY REQUIREMENTS.

Food consumption is not permitted in the pool area at this time.

Users are advised that the Association may remove all pool furniture or equipment. Any furniture or equipment must be sanitized by user before and after use.

All users must observe the signs posted while in the pool area.

FITNESS CLUB RULES

Applicability of COVID-19 Rules. The **Association's COVID-19 POLICY – AMENITIES** rules (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to fitness club and gym facilities.

Individual(s) who are reported to be or are found to be in violation of any of these following rules may immediately be asked to leave the fitness club and gym facilities, and access privileges may be suspended indefinitely at the Board's discretion.

USE OF THE FACILITIES IS AT YOUR DISCRETION. PLEASE USE CAUTION. USE AT YOUR OWN RISK.

Occupancy is limited to 25% of the total listed occupancy of the fitness club or such other occupancy limits as may be prescribed from time to time by Regulatory Requirements (staff members are exempt from this calculation).

USERS MUST BRING AND WEAR GLOVES THAT FULLY COVER THE USER'S HANDS FROM THE WRIST TO THE FINGERS WHILE EXERCISING. USERS MAY NOT BE ADMITTED WITHOUT GLOVES. THE ASSOCIATION WILL NOT PROVIDE GLOVES.

Users must disinfect any equipment before and after use, including exercise machines and weights, and equipment brought by the user must be disinfected before and after use (e.g., yoga mats).

Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

Restrooms are open; however, showers, locker room areas including saunas are prohibited from opening at this time.

The Association's representatives have absolute authority and discretion to require users to leave Community Facilities. Users who are told to leave must immediately depart the premises.

Equipment should be spaced to allow at least six feet of separation between patrons; however, users are responsible for maintaining such space at all times. If equipment is too close to allow for proper separation, users should alternate use of the equipment to maintain a safe distance.

Equipment cleaning products will be provided; however, users are responsible for cleaning and disinfecting any touch surfaces. If no supplies are available, users should not use the facilities.

Fitness Club access may be further restricted by the Association's policies.

No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), or those confirmed to have COVID-19 shall enter the Fitness CLUB. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may enter the Fitness Center.

OUTDOOR FACILITY RULES

Applicability of COVID-19 Rules. The **Association's COVID-19 POLICY – AMENITIES** rules (the "COVID-19 Rules") apply to the use of all Community Facilities. In the event of a conflict with any existing rule, the COVID-19 Rules shall prevail. The COVID-19 Rules [General Rules] also apply to outdoor facilities

Individual(s) who are reported to be or are found to be in violation of any of these following rules may immediately be asked to discontinue use of outdoor facilities, and access privileges may be suspended indefinitely at the Board's discretion.

USE OF THE FACILITIES IS AT YOUR DISCRETION. PLEASE USE CAUTION. USE AT YOUR OWN RISK.

Sports Courts (Includes Basketball Courts, Tennis Courts, Ball Fields)

No more than four (4) players shall participate at any given time or such other occupancy limits as may be prescribed from time to time by Regulatory Requirements.

There may be no physical contact between the players.

Outdoor Exercise Equipment (Playscapes)

Users must disinfect any equipment before and after use, including bars, handles of any type, and all other equipment touched by the user.

Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

The Association's representatives have absolute authority and discretion to require users to leave outdoor exercise stations. Users who are told to leave must immediately depart the area.

The equipment is stationary, so spacing to allow at least six feet of separation between patrons is not always feasible; however, users are responsible for maintaining such space at all times. If equipment is too close to allow for proper separation, users should alternate use of the equipment to maintain a safe distance, and sanitize between alternating use.

No person exhibiting a fever, or any symptoms associated with COVID-19 per CDC's Guidelines (see https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html), or those confirmed to have COVID-19 shall use outdoor exercise equipment. No member of a household of a person exhibiting COVID-19 symptoms or of one confirmed to have COVID-19 may use outdoor exercise equipment.

Volleyball Court

There may be no physical contact between the players

Trails

Social Distancing must be observed. Please maintain a minimum of six feet (6') of separation and distance from all individuals not within your household.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/19/2020 01:11:27 PM
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Bobbie Koepp

AMENDED AND RESTATED MANAGEMENT CERTIFICATE
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

The undersigned, being an officer of Property Owners Association of Vintage Oaks, Inc., and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

This certificate updates and replaces any previously recorded management certificate for this subdivision, such as Document No. 201906004674.

1. The name of the subdivision: Vintage Oaks at the Vineyard.

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: See Exhibit "A" attached hereto.

4. The recording data for the Declaration: Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded on January 8, 2007 as Document No. 200706000771, Official Public Records of Comal County, Texas; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas; and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201406032083, Official Public Records of Comal County, Texas; and as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201606000890, Official Public Records of Comal County, Texas; and as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded under Document No. 201706028668, Official Public Records of Comal County, Texas.

5. The name and mailing address of the Association: Property Owners Association of Vintage Oaks, Inc., c/o The Neighborhood Company, 1118 Vintage Way, New Braunfels, TX 78132.

6. The name and mailing address of the person managing the Association: The Neighborhood Company, Attn: Laura Ficco, 1118 Vintage Way, New Braunfels, TX 78132.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the 8th day of April, 2021.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC. a Texas non-profit corporation

By: _____
Name: DONALD E. WAGNER
Title: VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on 8 day of April, 2021, by Don Wagner, the President of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

_____
Notary Public Signature

AFTER RECORDING RETURN TO:
Alex S. Valdes, Esq.
Winstead, PC
401 Congress Avenue, Suite 2100
Austin, Texas 78701
Email: avaldes@winstead.com

EXHIBIT "A"

VINTAGE OAKS AT THE VINEYARD UNIT ONE:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas, by Document # 200706000394, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD UNIT TWO:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 4, 2007, in the real property records of Comal County, Texas, by Document # 200706040713, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 3:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 19, 2012, in the Official Public Records, Comal County, Texas, by Document # 201206036750, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 4:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document # 201206040252, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 5:
ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document # 201306040370, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 6:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey for Vintage Oaks at the Vineyard, Unit 6 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201306051565, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 7:
Lots, tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 7 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406005729, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said property and consisting of Lots 1046 through 1054, Vintage Oaks at the Vineyard, Unit 7.

VINTAGE OAKS AT THE VINEYARD, UNIT 8:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 8 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406026476, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 9:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 9 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506011975, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 10:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 10 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506042037, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 11:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 11 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506048246, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 12:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 12 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201606022241, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 13:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 13 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201606041094, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 14:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 14 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706006744, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 15:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 15 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706006749, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 16:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 16 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706026888, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 17:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 17 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706036819, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 18:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 18 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806005052, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 19:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 19 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806006077, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 20:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 20 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806019282, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 21:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 21 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806030248, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 22:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 22 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806032357, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 23:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 23 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906007202, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 24:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 24 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906011302, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 25:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 25 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906013327, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 26:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 26 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906028631, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

LOTS 32 & 40R, VINTAGE OAKS AT THE VINEYARD U18, INTO VINTAGE OAKS AT THE VINEYARD, UNIT 27
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Lots 32 & 40R Vintage Oaks at the Vineyard U18 into Vintage Oaks at the Vineyard Unit 27, prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #202006030773, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 28:
ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 28 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #202006037730, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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AFTER RECORDING RETURN TO:
ALEX S. VALDES, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701

VINTAGE OAKS

FIRST AMENDMENT TO BYLAWS

COMAL COUNTY, TEXAS

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas.

FIRST AMENDMENT TO THE BYLAWS
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

This First Amendment to the Bylaws for Property Owners Association of Vintage Oaks, Inc. (this "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

A. **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company, as assignee pursuant to that certain Assignment of Declarant's Rights, recorded as Document No. 201206010339 in the Official Public Records of Comal County, Texas, is declarant under that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas (the "**Declaration**").

B. The Bylaws of the Association (the "**Bylaws**") were recorded as an attachment to the Declaration.

C. *Section 8.8(a)* of the Bylaws states that the Bylaws may be amended unilaterally by the Declarant for any purpose until the termination of Class "B" membership.

D. Class "B" membership has not been terminated and is currently in effect.

E. The Declarant wishes to amend the Bylaws as stated herein.

NOW, THEREFORE, the Bylaws are hereby amended and modified as follows:

1. **Number of Directors**. *Section 3.2* of the Bylaws is hereby deleted in its entirety and replaced with the following:

> Section 3.2 Number of Directors. The Board shall consist of six (6) directors. After the termination of the Class "B" membership, the Board may, by resolution, increase or decrease the number of Directors.

2. **Election and Term of Office**. *Section 3.5* of the Bylaws is hereby deleted in its entirety and replaced with the following:

> Section 3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:
>
> (a) The owners other than Declarant shall elect one-third (1/3rd) (two (2) of the six (6) directors) of the Board of Directors. The remaining two-thirds (2/3rds) (four (4) of the six (6) directors shall be appointees of the Class "B" Member, but need not be Class "A" Members.
>
> (b) Within 120 days after termination of the Class "B" Control Period, the Board shall be increased to seven (7) members and an election shall be held to elect the positions vacated by the Class "B" Member appointed directors.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration or the Bylaws, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Bylaws remain in full force and effect as written, and are hereby ratified and confirmed.

Executed as to be effective on the date this Amendment is recorded in the Official Public Records of Comal County, Texas.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 27 day of April, 2021, by Thad Rutherford, President of SouthStar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

Terry L. Cole
Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/03/2021 11:10:04 AM
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Bobbie Koepp

VINTAGE OAKS AT THE VINEYARD

MANAGEMENT CERTIFICATE

The undersigned, being an officer of the Association, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Vintage Oaks at the Vineyard

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc.

3. The recording data for the subdivision: See **Exhibit A**.

4. The name and mailing address of the Association: See below.

5. The name, mailing address, telephone number, and email address of the manager of the Association:

   Name: The Neighborhood Company
   Mailing Address: 1118 Vintage Way, New Braunfels, Texas 78132
   Phone Number: (830) 264-2454
   Email Address: Info@NeighborhoodCo.com

6. Website for Dedicatory Instruments: www.VintageOaksOwners.com

7. The amount and description of a fee or fees charged by the Association relating to a property transfer in the subdivision:

Resale Certificate:	$375.00
Transfer Fee:	$375.00
Working Capital (Unimproved Lot):	$750.00
Working Capital (Improved Lot):	$1,000.00

[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

The foregoing is a true and correct copy of the Management Certificate for the association identified herein.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.,
a Texas limited liability company

By: _____
Name: Thad Rutherford
Title: President

STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on the 20 day of August, 2021, by Thad Rutherford, the President of PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas limited liability company, on behalf of said company.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Heidi Krasner
Notary Public Signature

EXHIBIT A

Document	Recording Information
Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard	Document No. 200706000771
Bylaws of Property Owners Association of Vintage Oaks, Inc.	Document No. 200706000771
First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard	Document No. 201106044284
Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard	Document No. 201406032083
Vintage Oaks at the Vineyard Adoption of Working Capital Assessment	Document No. 201406037322
Third Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard	Document No. 201606000890
Vintage Oaks Architectural and Site Design Guidelines	Document No. 201606020343
Vintage Oaks Amended and Restated Architectural and Site Design Guidelines	Document No. 201606034595
Vintage Oaks at the Vineyard Amended and Restated Adoption of Working Capital Assessment	Document No. 201606048482
Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard	Document No. 201706014965
Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard	Document No. 201706028668
Property Owner's Association of Vintage Oaks, Inc. Amended Fine and Enforcement Policy	Document No. 201706038551
Property Owner's Association of Vintage Oaks, Inc. Assessment Collection Policy	Document No. 201706050096
Property Owners Association of Vintage Oaks, Inc. Fireworks Policy	Document No. 201706050099
Vintage Oaks Supplement to Amended and Restated Architectural and Site Design Guidelines	Document No. 201706050104
Vintage Oaks at the Vineyard Second Amended and Restated Adoption of Working Capital Assessment	Document No. 201706050125
Vintage Oaks COVID-19 Policy - Amenities	Document No. 202006018349
Sixth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard	Document No. 202106026921

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/01/2021 10:05:56 AM
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AFTER RECORDING RETURN TO:
Alex Valdes, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
avaldes@winstead.com

VINTAGE OAKS AT THE VINEYARD

Comal County, Texas

SUPPLEMENTAL POLICIES AND RULES ADOPTED PURSUANT TO THE 2021 LEGISLATIVE SESSION

Cross-reference to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas. These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions.

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SUPPLEMENTAL POLICIES AND RULES
ADOPTED PURSUANT TO THE 2021 REGULAR TEXAS LEGISLATIVE SESSION

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6. RELIGIOUS DISPLAY POLICY
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PLEASE NOTE THAT THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. THE ASSOCIATION HAS ADOPTED THE POLICIES AND PROCEDURES IN THIS DOCUMENT TO COMPLY WITH LEGISLATIVE CHANGES MADE DURING THE 2021 REGULAR SESSION OF THE TEXAS LEGISLATURE. THESE POLICIES AND RULES SUPPLEMENT THE ASSOCIATION'S EXISITING RULES TO INCORPORATE MANDATORY LEGISLATIVE CHANGES. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

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TAB 1

COVENANT VIOLATION HEARING POLICY

Background. Section 209.007 of the Property Code has been amended to require the Association to produce information and documentation it intends to introduce at any covenant or rule violation hearing. This policy may be amended by the Board of Directors.

1. **Applicability**. This policy only applies to restrictive covenant violation hearings. Architectural denial hearings are subject to the Association's Architectural Review Hearing Procedures Policy set forth herein.

2. **Hearing**. If an owner receives a covenant or rule violation notice from the Association and the owner is entitled to an opportunity to cure the violation, then the owner has the right to submit a written request for a hearing before the Board of Directors to discuss and verify facts and resolve the matter in issue.

3. **Written Request Required**. The written request for a hearing must be submitted to the Board before the 30th day after the date the violation notice was mailed to the owner.

4. **Hearing Scheduling**. The Board shall hold a hearing not later than the 30th day after the date it receives the owner's request for a hearing. The Board or the owner may request a postponement, and if it is the first request, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by the agreement of the parties.

5. **Hearing Notice**. At least ten (10) days before the hearing, the Association shall notify the owner of the date, time, and place of the hearing and provide all documents, photographs, and communications the Association intends to introduce at the hearing. If the Association fails to provide the packet at least ten (10) days before the hearing, the owner is entitled to an automatic fifteen (15) day postponement.

6. **Hearing Procedure**. During the hearing, a member of the Board, or the Association's designated representative, shall first present the Association's case against the owner. Next, the owner, or the owner's designated representative, shall be entitled to present the owner's information and issues relevant to the appeal or dispute. The procedure for the hearing is described in **Exhibit A**, attached hereto.

7. **Audio Recording Permitted**. The owner or the Association may make an audio recording of the meeting. Disclosure of any intent to record shall be made before the hearing begins.

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EXHIBIT A

PROCEDURE FOR THE HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board of Directors has convened to conduct a hearing at the written request of an owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

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TAB 2

BOARD MEETING NOTICE REQUIREMENTS

Background. Section 209.0051 of the Property Code has been amended to extend the notice period for regular meetings of the Board of Directors and to eliminate the ability of the Board to approve the Association's annual budget without an open Board meeting.

1. **Board Meetings**. The term "Board meeting" means a deliberation between a quorum of the Association's Directors during which the Association's business is considered, and the Board takes formal action.

2. **Board Meeting Notice Content Requirements**. 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.

3. **Regular Board Meeting Notice Deadline**. If sent by mail, notice must be mailed to each owner between 10 and 60 days before the meeting. If posted/e-mailed, notice must be provided at least 144 hours before the start of the meeting.

4. **Special Board Meeting Notice Deadline**. If sent by mail, notice must be mailed to each owner between 10 and 60 days before the meeting. If posted/e-mailed, notice must be provided at least 72 hours before the start of the meeting.

5. **Notice Posting/Email Requirements**. Posted/e-mailed notice shall be provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's members in a place located on the Association's common property ***or*** any internet website available to the Association's members that is maintained by the Association or by a management company on behalf of the Association ***and***; (b) by sending the notice by e-mail to each owner who has registered an e-mail address with the Association.

6. **Extended Notice Requirements**. If the Association's rules require a longer notice period for a Board meeting, the longer notice requirement will apply.

7. **Action Taken Outside of an Open Meeting**. A Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to owners if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any action taken without notice to owners must be summarized orally, including an explanation of any known actual or estimated expenditures

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approved at the meeting and documented in the minutes of the next regular or special Board meeting.

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8. **Open Board Meetings Required for Certain Matters.** The Board may not, unless done in an open meeting for which prior notice was given to owners, 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; (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; (i) lending or borrowing money; (j) the adoption or amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

9. **Amendment.** This policy may be amended by the Board of Directors.

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TAB 3

BID PROCEDURES

Background. Section 209.0052 of the Property Code has been amended to impose certain requirements on contracts for services that will cost more than $50,000.

1. **Minimum Requirements**. If the Association proposes to contract for services that will cost more than $50,000, the Association shall solicit bids or proposals in accordance with this Bid Procedure Policy.

2. **Bid Solicitation Process**. The Association will attempt to obtain multiple bids or proposals for any contract for services that will cost more than $50,000. The Association will not require more than one (1) bid before entering into a contract if:

    (a) the Association's authorized agent, manager, or representative (including an authorized director or committee member) has submitted a written request for a bid or proposal to at least three (3) vendors;

    (b) the request included a deadline for the Association to receive bids or proposals that afforded the vendor at least seven (7) days to submit a bid or proposal; and

    (c) despite the request for bids or proposals, only one (1) bid or proposal was received by the Association on or before the stated deadline.

3. **Amendment**. The Association's Board of Directors may modify these bid procedures; however, any amended or supplemental bid procedures must be documented in writing and approved by a majority vote of the Board of Directors.

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TAB 4

POOL FENCING AND SECURITY DEVICES/FENCES

1. **Approval Required**. All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with the Association's architectural review requirements. Written approval must be furnished to the owner before installation or construction may commence.

2. **Swimming Pool Enclosures**. The term "swimming pool enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet in height and is designed not to be climbable. An owner must submit any request to install a swimming pool enclosure to the Association for approval. The Association will apply its architectural requirements to the request; however, the Association may not deny an owner's request to install a swimming pool enclosure if the swimming pool enclosure conforms to applicable state or local safety requirements and the swimming pool enclosure is black in color and consists of transparent mesh set in metal frames.

3. **Security Measures**. To the extent a property owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the owner must still submit a request for architectural approval in accordance with the Association's architectural review requirements for the construction or installation of improvements. Front yard fencing is discouraged. However, if an owner wishes to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: Pickets ¾" square; Rails 1 ½" square; Standard Posts 2 ½" square; Picket Spacing between 3" and 4"; Post Spacing 8' OC; Height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.

4. **Amendment**. This policy may be amended by the Board of Directors.

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TAB 5

DELINQUENT ASSESSMENT NOTICE REQUIREMENTS

[SUPPLEMENT TO THE ASSOCIATION'S COLLECTION POLICY]

Background. Sections 209.006, 209.0063, and 209.0064 of the Property Code have been amended to require an Association to afford an owner a minimum period of 45 days to cure the delinquency and impose additional restrictions on the Association's ability to report the delinquency to a credit reporting service. In particular, this Delinquent Assessment Notice Requirements Policy *supplements* the Association's existing assessment collection policies and procedures to (a) extend the cure opportunity to 45 days; (b) to require notice and an opportunity to cure in the event the Association decides to notify any credit reporting service of the owner's delinquency; and (c) to incorporate the new requirement that certain fees or charges be "reasonable."

1. **45-Day Deadline to Cure**. For any delinquency, before the Association may hold an owner liable for the fees of a collection agent or report any delinquency of an owner to a credit reporting service, the Association or its agent must give written notice to the owner by certified mail. The notice shall specify each delinquent amount and the total amount of the payment required to make the account current. The notice must also describe the options the owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the Association, and the notice must provide the owner with a period of at least 45 days for the owner to cure the delinquency before further collection action is taken.

2. **Credit Reporting**. If the Association reports any delinquency, including delinquent fines, fees, or assessments, to a credit reporting service, the Association must first send the owner, via certified mail, hand delivery, or electronic delivery, a notice that includes:

    (a) a detailed report of all delinquent charges owed; and

    (b) information about the opportunity to enter into a payment plan.

    Notice of the intent to report the delinquency may be combined with the 45-day notice set forth in *Paragraph* 2 above. The Association or its agent may not report any delinquent fines, fees, or assessments to a credit reporting service that are the subject of a pending dispute between the owner and the Association. In addition to the foregoing requirements, the notice must be sent at least 30 business days before the report is made. No fee may be charged back to the owner for the cost of the actual reporting of the delinquency to the credit reporting service.

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3. **Application of Payments**. Any payment made by an owner who is not in default under a payment plan shall be applied to owner's debt in the following order of priority:

   (a) any delinquent assessment;

   (b) any current assessment;

   (c) any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with assessments or any other charge that could provide the basis for foreclosure;

   (d) any reasonable attorney's fees incurred by the Association that are not subject to the preceding provision (Paragraph 3(c));

   (e) any reasonable fines assessed by the Association; and

   (f) any other reasonable amount owed to the Association.

   If at the time the property owners' Association receives a payment from a property owner, the owner is in default under a payment plan entered into with the Association, then the Association is not required to apply the payment in the order of priority specified above; and, in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

4. **Amendment**. This policy may be amended by the Board of Directors.

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TAB 6

RELIGIOUS DISPLAY POLICY

1. **Display of Religious Items.** Section 202.018 of the Texas Property Code provides certain rights for an owner or resident to display or affix one or more religious items on the owner's or resident's property. The display of which is motivated by the owner's or resident's sincere religious belief.

2. **Content Prohibitions**. No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

3. **Location Restrictions**. No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on property owned in common by members of the Association; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.

4. **Removal**. The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.

5. **Conflicts**. 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 control.

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TAB 7

STATUTORY NOTICE OF POSTING AND RECORDATION OF ASSOCIATION GOVERNING DOCUMENTS

1. **Association Information – Web Access**. The Association shall make current versions of the Association's dedicatory instruments available to the Association's members via the internet. 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. The Association shall file the dedicatory instruments in the real property records of each county in which the property to which the documents relate is located.

2. **Management Certificate**. The Association will maintain and update, as needed, a Management Certificate, in the form attached hereto as **Exhibit A**, that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the declaration and any amendments; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the 30th day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission.

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EXHIBIT A

MANAGEMENT CERTIFICATE

The undersigned, being an officer of the Association, and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: _____.

2. The name of the Association: _____.

3. The recording data for the subdivision: _____.

4. The name and mailing address of the Association: _____.

5. The name, mailing address, telephone number, and email address of the manager of the Association:

   Name: _____
   Mailing Address: _____
   Telephone Number: _____
   Email Address: _____

6. Website for Dedicatory Instruments: _____

7. The amount and description of a fee or fees charged by the Association relating to a property transfer in the subdivision: _____

EXECUTED to be effective on the date this instrument is recorded.

_____

By: _____

NOTARY INFORMATION:

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ACKNOWLEDGEMENT FOR RECORDING

The undersigned hereby certifies that he/she is the duly elected, qualified and acting President of Southstar at Vintage Oaks, LLC (the "Declarant"), and that this is a true and correct copy of supplemental policies adopted by the Declarant.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the 14 day of September, 2021.

Thad Rutherford
President

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me of on September 14 2021 by Thad Rutherford, on behalf of Southstar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Heidi Krasner
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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Bobbie Koepp

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AFTER RECORDING RETURN TO:
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WINSTEAD PC
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AUSTIN, TEXAS 78701
EMAIL: AVALDES@WINSTEAD.COM

VINTAGE OAKS AT THE VINEYARD

AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD, [*UNITS 1, 2 & 4*]

Comal County, Texas

Cross-reference to: (i) Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas, as amended; (ii) First Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One, recorded as Document No. 200706000772, as amended under Document No. 200706015464 and Document No. 200706027104, Official Public Records of Comal county, Texas; (iii) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 2, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas; and (iv) Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas.

VINTAGE OAKS AT THE VINEYARD
AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
[UNITS 1, 2 & 4]

This Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [*Units 1, 2 & 4*] (this "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC,** a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant is "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas, as amended (the "**Declaration**"), pursuant to that certain Assignment of Declarant's Rights, recorded as Document No. 201206016339 in the Official Public Records of Comal County, Texas.

B. In addition to the Declaration, the following supplemental declarations were recorded in the Official Public Records of Comal County, Texas: (i) First Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One, recorded as Document No. 200706000772, as amended under Document No. 200706015464 and Document No. 200706027104, Official Public Records of Comal County, Texas (collectively, the "**Unit 1 Supplement**"); (ii) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 2, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas (the "**Unit 2 Supplement**"); and (iii) Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas (the "**Unit 4 Supplement**"). The Unit 1, Unit 2 and Unit 4 Supplements (collectively referred to herein as the "**Supplements**") place further covenants, conditions and restrictions upon certain Units within Vintage Oaks at the Vineyard.

C. Pursuant to *Section 15.2 (a)* of the Declaration, and Article 5 of the Supplements, the Supplements may be amended by Declarant acting alone.

D. Declarant desires to amend the Supplements as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends the Supplements as follows:

1. Recitals. The foregoing recitations are true and correct, and are incorporated as a part of this Amendment.

2. **Unit 1 - Neighborhood Assessments**. *Section 4.3* of the Unit 1 Supplement is hereby deleted in its entirety and replaced by the following:

> **4.3** Lots 50-100, inclusive, Vintage Oaks at the Vineyard, Unit One (The Bordeaux), shall be subject to a Neighborhood Assessment for the benefit and use within the Neighborhood designated as "The Bordeaux" only. The initial Neighborhood Assessment shall be Three Hundred and No/100 Dollars ($300.00) per year, which may be amended and modified by the Association as needed or required in the future. Such Neighborhood Assessment shall be in addition to the annual assessment due and payable to the Association for the general upkeep of the entire development and as described in Article 8 of the Master Declaration.

3. **Unit 2 - Neighborhood Assessments**. *Section 4.3* of the Unit 2 Supplement is hereby deleted in its entirety and replaced by the following:

> **4.3** Lots 330-426, inclusive, Vintage Oaks at the Vineyard, Unit Two (Province), shall be subject to a Neighborhood designated as "Province" only. The initial Neighborhood Assessment shall be Three Hundred and No/100 Dollars ($300.00), per year, which may be amended and modified by the Association as needed or required in the future. This Neighborhood Assessment shall be in addition to any assessments levied against all Units within Vintage Oaks at the Vineyard.

4. **Unit 4 – Neighborhood Assessments**. *Section 4.3* of the Unit 4 Supplement is hereby deleted in its entirety and replaced by the following:

> **4.3** Lots 756-832, inclusive, Vintage Oaks at the Vineyard, Unit Four, Champagne Hills, shall be subject to a Neighborhood Assessment of an initial amount of Three Hundred and No/100 Dollars ($300.00), per year, which may be amended and modified by the Association as needed or required in the future. This Neighborhood Assessment shall be in addition to any assessments levied against all Units within Vintage Oaks at the Vineyard. Lots located within Unit Four of Vintage Oaks at the Vineyard, but not within the Neighborhood designated as Champagne Hills by this Supplemental Declaration, shall not be subject to the Neighborhood Assessment described herein.

5. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration or the Supplements, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration and the Supplements shall remain in full force and effect as written, and are hereby ratified and confirmed.

[*SIGNATURE PAGE FOLLOWS*]

Executed to be effective this 23 day of November, 2021.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me this 23 day of November, 2021 by Thad Rutherford, President of Southstar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 06-19-2023
Notary ID 128620161

Terry L Cole
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/02/2021 09:06:37 AM
TERRI 4 Pages(s)
202106061667

Bobbie Koepp

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS AT THE VINEYARD

FOURTH AMENDED AND RESTATED ADOPTION OF WORKING CAPITAL ASSESSMENT

Cross Reference to that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented (the "**Declaration**").

VINTAGE OAKS AT THE VINEYARD
FOURTH AMENDED AND RESTATED
ADOPTION OF WORKING CAPITAL ASSESSMENT

This Fourth Amended and Restated Adoption of Working Capital Assessment (the "**Fourth Amended and Restated Working Capital Assessment**") is made by the Board of Directors (the "**Board**") of the Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation (the "**Association**"), and is as follows:

A. Pursuant to *Section 8.9* of that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended and supplemented (collectively the "**Declaration**"), the Board of the Association may adopt a Working Capital Assessment in such amount as may be determined by the Board from time to time in its sole and absolute discretion.

B. The Board previously adopted a Working Capital Assessment pursuant to that certain Vintage Oaks at the Vineyard Third Amended and Restated Adoption of Working Capital Assessment, recorded under Document No. 201906041535, Official Public Records of Comal County, Texas (the "**Third Amended and Restated Working Capital Assessment**"). The Third Amended and Restated Working Capital Assessment provided that the amount of the Third Amended Unimproved Lot Working Capital Assessment and Third Amended Improved Lot Working Capital Assessment are subject to change from time to time by the Board.

C. The Board desires to modify the amount of the Working Capital Assessment, and the Board, files this Fourth Amended and Restated Adoption of Working Capital Assessment as follows:

1. **Working Capital Assessment for Unimproved Lots**. In accordance with *Section 8.9* of the Declaration, the Board adopts a Working Capital Assessment in the amount of SEVEN HUNDRED AND FIFTY AND NO/100 DOLLARS ($750.00) for those Lots without a dwelling thereon (the "**Fourth Amended Unimproved Lot Working Capital Assessment**"). The Fourth Amended Unimproved Lot Working Capital Assessment applies to all Lots without a dwelling thereon subject to the Declaration unless otherwise exempt, delayed or reduced pursuant to *Section 8.9* of the Declaration.

2. **Working Capital Assessment for Improved Lots**. In accordance with *Section 8.9* of the Declaration, the Board adopts a Working Capital Assessment in the amount of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) for those Lots with a dwelling thereon (the "**Fourth Amended Improved Lot Working Capital Assessment**"). The Fourth Amended Improved Lot Working Capital

Assessment applies to all Lots with a dwelling thereon subject to the Declaration unless otherwise exempt, delayed or reduced pursuant to *Section 8.9* of the Declaration.

3. **Subject to Change**. The amount of the Fourth Amended Unimproved Lot Working Capital Assessment and Forth Amended Improved Lot Working Capital Assessment designated hereunder is subject to change from time to time by the Board. Upon the recording of this Fourth Amended and Restated Working Capital Assessment the Third Amended and Restated Working Capital Assessment shall be amended, restated and replaced in its entirety by the terms and provisions of this Fourth Amended and Restated Working Capital Assessment.

4. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

EXECUTED TO BE EFFECTIVE on the 1st day of January 202 2.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____

Printed Name: DONALD E. WAGNER

Title: VICE PRESIDENT

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this the 22 day of December 202 1, by Donald Wagner, Vice President of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Heidi Krasner
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/04/2022 11:19:02 AM
CHRISTY 4 Pages(s)
202206000436

Bobbie Koepp

AMENDED AND RESTATED MANAGEMENT CERTIFICATE
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

The undersigned, being an officer of Property Owners Association of Vintage Oaks, Inc. (the "**Association**"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

THIS CERTIFICATE AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY THAT CERTAIN VINTAGE OAKS AT THE VINEYARD MANAGEMENT CERTIFICATE, RECORDED AS DOCUMENT NO. 202106046138, IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

1. The name of the subdivision: Vintage Oaks at the Vineyard.

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: **VINTAGE OAKS AT THE VINEYARD UNIT ONE:** ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas, by Document #200706000394, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD UNIT TWO: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 4, 2007, in the real property records of Comal County, Texas, by Document #200706040713, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 3: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 19, 2012, in the Official Public Records, Comal County, Texas, by Document #201206036750, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 4: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document #201206040252, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 5: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document #201306040370, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 6: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey for Vintage Oaks at the Vineyard, Unit 6 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201306051565, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 7: Lots, tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 7 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406005729, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said property and consisting of Lots 1046 through 1054, Vintage Oaks at the Vineyard, Unit 7.

VINTAGE OAKS AT THE VINEYARD, UNIT 8: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 8 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201406026476, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 9: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 9 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506011975, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 10: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 10 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506042037, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 11: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 11 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201506048246, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 12: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 12 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201606022241, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 13: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 13 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201606041095, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 14: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 14 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706006744, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 15: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 15 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706006749, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 16: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 16 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706026888, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 17: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 17 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201706036819, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 18: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 18 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806005052, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 19: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 19 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806006077, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 20: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 20 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806019282, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 21: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 21 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806030248, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 22: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 22 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201806032357, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 23: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 23 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906007202, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 24: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 24 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906011302, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 25: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 25 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906013327, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 26: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 26 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #201906028631, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 27: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 27 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #202006030773, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 28: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 28 prepared by M & S Engineering, a copy of which plat was recorded at Comal County Clerk's Document #202006037730, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

4. The recording data for the Declaration with any amendments and/or supplements to the Declaration: The recording data for the Declaration and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

5. The name and mailing address of the Association: Property Owners Association of Vintage Oaks, Inc., c/o The Neighborhood Company, 1118 Vintage Way, New Braunfels, Texas 78132, Attn: Laura Ficco.

6. The name, mailing address, telephone number, and email address of the person managing the Association:

Name:	The Neighborhood Company
Attn:	Laura Ficco
Mailing Address:	1118 Vintage Way, New Braunfels, Texas 78132
Telephone Number:	830-264-2454
Email Address:	info@neighborhoodco.com

7. Website to access the Association's dedicatory instruments: www.VintageOaksOwners.com

8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

Resale Certificate - $375.00

Transfer Fee - $375.00

Working Capital Assessment:

Unimproved Lot - $750.00

Improved Lot - $1,500.00

The Association fees cover all costs that the Association incurs related to a property transfer in the subdivision.

EXECUTED to be effective on the date this instrument is Recorded.

[*SIGNATURE PAGE TO FOLLOW*]

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____

Name: Thad Rutherford

Title: President

STATE OF TEXAS §

§

COUNTY OF Comal §

This instrument was acknowledged before me this 31 day of December, 2024, by Thad Rutherford, President of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Heidi Krasner

Notary Public Signature

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TEXAS 78701
RBURTON@WINSTEAD.COM

EXHIBIT "A"

RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS

1. Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas.

2. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706000772, Official Public Records of Comal County, Texas.

3. First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706015464, Official Public Records of Comal County, Texas.

4. Second Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706027104, Official Public Records of Comal County, Texas.

5. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Two, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas.

6. First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201106044284, Official Public Records of Comal County, Texas.

7. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Three, recorded as Document No. 201206037003, Official Public Records of Comal County, Texas.

8. Fourth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Four, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas.

9. Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306039084, Official Public Records of Comal County, Texas.

10. First Amended Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306042081, Official Public Records of Comal County, Texas.

11. Sixth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit 6, recorded as Document No. 201306051741, Official Public Records of Comal County, Texas.

12. Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201406032083, Official Public Records of Comal County, Texas.

13. Seventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 7, recorded as Document No. 201406006128, Official Public Records of Comal County, Texas.

14. Eighth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 8, recorded as Document No. 201405026570, Official Public Records of Comal County, Texas.

15. Ninth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 9, recorded as Document No. 201506012054, Official Public Records of Comal County, Texas.

16. Tenth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 10, recorded as Document No. 201506042121, Official Public Records of Comal County, Texas.

17. Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 11, recorded as Document No. 20150604349, Official Public Records of Comal County, Texas.

18. Third Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201606000890, Official Public Records of Comal County, Texas.

19. Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201606034595, Official Public Records of Comal County, Texas.

20. Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 12, recorded as Document No. 201606024016, Official Public Records of Comal County, Texas.

21. Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 13, recorded as Document No. 201606045633, Official Public Records of Comal County, Texas.

22. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201706028668, Official Public Records of Comal County, Texas.

23. Supplement to Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201706050104 Official Public Records of Comal County, Texas.

24. Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard [Units 1, 2, 4, 5, 6, 8, 9, 10, & 11], recorded as Document No. 201706028671, Official Public Records of Comal County, Texas.

25. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Amended Fine and Enforcement Policy, recorded as Document No. 201706038551, Official Public Records of Comal County, Texas.

26. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Property Owners Association of Vintage Oaks, Inc. Assessment Collection Policy, recorded as Document No. 201706050096, Official Public Records of Comal County, Texas.

27. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Property Owners Association of Vintage Oaks, Inc. Fireworks Policy, recorded as Document No. 201706050099, Official Public Records of Comal County, Texas.

28. Fourteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 14, recorded as Document No. 201706007697, Official Public Records of Comal County, Texas.

29. Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 15, recorded as Document No. 201706008104, Official Public Records of Comal County, Texas.

30. Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 16, recorded as Document No. 201706027258, Official Public Records of Comal County, Texas.

31. Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 17, recorded as Document No. 201706037155, Official Public Records of Comal County, Texas.

32. Non-Material Correction Instrument – Vintage Oaks at the Vineyard Amendment to Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 201806013767, Official Public Records of Comal County, Texas.

33. Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 18, recorded as Document No. 201806005728, Official Public Records of Comal County, Texas.

34. Vintage Oaks at the Vineyard First Amendment to Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 18, recorded as Document No. 201806021323, Official Public Records of Comal County, Texas.

35. Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 19, recorded as Document No. 201806006130, Official Public Records of Comal County, Texas

36. Vintage Oaks at the Vineyard First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 19, recorded as Document No. 201806021325, Official Public Records of Comal County, Texas.

37. Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 20, recorded as Document No. 201806020106, Official Public Records of Comal County, Texas.

38. Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 21, recorded as Document No. 201806030528, Official Public Records of Comal County, Texas.

39. Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 22, recorded as Document No. 201806033120, Official Public Records of Comal County, Texas.

40. Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 23, recorded as Document No. 201906007292, Official Public Records of Comal County, Texas.

41. Twenty-Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 24, recorded as Document No. 201906011867, Official Public Records of Comal County, Texas

42. Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 25, recorded as Document No. 201906013760, Official Public Records of Comal County, Texas.

43. Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 26, recorded as Document No. 201906032537, Official Public Records of Comal County, Texas.

44. Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 27, recorded as Document No. 202006033902, Official Public Records of Comal County, Texas.

45. Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 28, recorded as Document No. 202006038426, Official Public Records of Comal County, Texas.

46. Vintage Oaks at the Vineyard – Supplemental Policies and Rules Adopted Pursuant to the 2021 Legislative Session, recorded as Document No. 202106055905, Official Public Records of Comal County, Texas.

47. Vintage Oaks at the Vineyard – Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [Units 1, 2 & 4], recorded as Document No. 202106061667, Official Public Records of Comal County, Texas.

48. Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 202206000436, Official Public Records of Comal County, Texas.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/04/2022 11:41:47 AM
CHRISTY 12 Pages(s)
202206000446

Bobbie Koepp

AFTER RECORDING RETURN TO:
ALEX S. VALDES, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: AVALDES@WINSTEAD.COM

VINTAGE OAKS AT THE VINEYARD

[GATED ROADWAY CONSTRUCTION FEE]

[*UNITS 1, 2, 4, & 16*]

Comal County, Texas

Cross-reference to: (i) Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas, as amended; (ii) First Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One, recorded as Document No. 200706000772, as amended under Document No. 200706015464 and Document No. 200706027104, Official Public Records of Comal county, Texas; (iii) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 2, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas; (iv) Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas; and (v) Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 16 recorded as Document No. 201706027258, Official Public Records of Comal County, Texas.

VINTAGE OAKS AT THE VINEYARD
GATED ROADWAY ACCESS FEE
[UNITS 1, 2, 4, & 16]

This Gated Roadway Access Fee instrument applies to Units 1, 2, 4, & 16, and is made by made by **SOUTHSTAR AT VINTAGE OAKS, LLC,** a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant is "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas, as amended (the "**Declaration**"), pursuant to that certain Assignment of Declarant's Rights, recorded as Document No. 201206016339 in the Official Public Records of Comal County, Texas.

B. In addition to the Declaration, the following supplemental declarations were recorded in the Official Public Records of Comal County, Texas: (i) First Supplemental Declaration of Covenants Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One, recorded as Document No. 200706000772, as amended under Document No. 200706015464 and Document No. 200706027104, Official Public Records of Comal County, Texas (collectively, the "**Unit 1 Supplement**"); (ii) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 2, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas (the "**Unit 2 Supplement**"); (iii) Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas (the "**Unit 4 Supplement**"); and the Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 16 recorded as Document No. 201706027258 (the "**Unit 16 Supplement**"), Official Public Records of Comal County, Texas. The Unit 1, Unit 2, Unit 4, and Unit 16 Supplements (collectively referred to herein as the "**Supplements**") place further covenants, conditions and restrictions upon certain Units within Vintage Oaks at the Vineyard.

C. Pursuant to *Section 15.2 (a)* of the Declaration, and Article 3 of the Supplements, the Supplements may be amended by Declarant acting alone.

D. Declarant desires to amend the Supplements as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends the Supplements as follows:

1. **Recitals**. The foregoing recitations are true and correct, and are incorporated as a part of this Amendment.

2. The following language is added to the Supplements:

Gated Roadway Construction Fee. In addition to all requirements imposed by the governing documents for Vintage Oaks, including the payment of all required architectural review fees and architectural deposits, the following fee shall also be required of the gated areas (Units 1, 2, 4, & 16) of Vintage Oaks whose private, gated roadways are the subject of Specific Assessments, Neighborhood Assessments, or other assessments that are paid for by the owners of Lots who have access to the private roadways. For every architectural application that calls for the construction of a new residential dwelling, a nonrefundable payment of two thousand dollars ($2,000) shall be required to be paid at the time an application is submitted. The fee becomes nonrefundable once construction commences.

3. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration or the Supplements, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration and the Supplements shall remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective this 21 day of December 2021.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me this 21 day of December, 2021 by Thad Rutherford, President of Southstar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said corporation.

(SEAL)

Heidi Krasner
Notary Public Signature

Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772483

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/13/2022 02:24:48 PM
CHRISTY 4 Pages(s)
202206002224

Bobbie Koepp

MANAGEMENT CERTIFICATE
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

The undersigned, being an officer of Property Owners Association of Vintage Oaks, Inc. (the "**Association**"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

1. The name of the subdivision: Vintage Oaks at the Vineyard.

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: **VINTAGE OAKS AT THE VINEYARD UNIT ONE:** ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas, by Document #200706000394, and to which plat reference is hereby made for a more particular description of said land.

   VINTAGE OAKS AT THE VINEYARD UNIT TWO: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 4, 2007, in the real property records of Comal County, Texas, by Document #200706040713, and to which plat reference is hereby made for a more particular description of said land.

   VINTAGE OAKS AT THE VINEYARD, UNIT 3: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 19, 2012, in the Official Public Records, Comal County, Texas, by Document #201206036750, and to which plat reference is hereby made for a more particular description of said land.

   VINTAGE OAKS AT THE VINEYARD, UNIT 4: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document #201206040252, and to which plat reference is hereby made for a more particular description of said land.

   VINTAGE OAKS AT THE VINEYARD, UNIT 5: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document #201306040370, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 6: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey for Vintage Oaks at the Vineyard, Unit 6 a copy of which plat was recorded at Comal County Clerk's Document #201306051565, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 7: Lots, tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 7 a copy of which plat was recorded at Comal County Clerk's Document #201406005729, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said property and consisting of Lots 1046 through 1054, Vintage Oaks at the Vineyard, Unit 7.

VINTAGE OAKS AT THE VINEYARD, UNIT 8: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 8 a copy of which plat was recorded at Comal County Clerk's Document #201406026476, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 9: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 9 a copy of which plat was recorded at Comal County Clerk's Document #201506011975, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 10: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 10 a copy of which plat was recorded at Comal County Clerk's Document #201506042037, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 11: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 11 a copy of which plat was recorded at Comal County Clerk's Document #201506048246, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 12: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 12 a copy of which plat was recorded at Comal County Clerk's Document

#201606022241, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 13: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 13 a copy of which plat was recorded at Comal County Clerk's Document #201606041095, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 14: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 14 a copy of which plat was recorded at Comal County Clerk's Document #201706006744, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 15: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 15 a copy of which plat was recorded at Comal County Clerk's Document #201706006749, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 16: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 16 a copy of which plat was recorded at Comal County Clerk's Document #201706026888, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 17: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 17 a copy of which plat was recorded at Comal County Clerk's Document #201706036819, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 18: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 18 a copy of which plat was recorded at Comal County Clerk's Document #201806005052, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 19: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard,

The Grove, Unit 19 a copy of which plat was recorded at Comal County Clerk's Document #201806006077, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 20: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 20 a copy of which plat was recorded at Comal County Clerk's Document #201806019282, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 21: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 21 a copy of which plat was recorded at Comal County Clerk's Document #201806030248, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 22: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 22 a copy of which plat was recorded at Comal County Clerk's Document #201806032357, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 23: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 23 a copy of which plat was recorded at Comal County Clerk's Document #201906007202, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 24: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 24 a copy of which plat was recorded at Comal County Clerk's Document #201906011302, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 25: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 25 a copy of which plat was recorded at Comal County Clerk's Document #201906013327, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 26: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being

in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 26 a copy of which plat was recorded at Comal County Clerk's Document #201906028631, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 27: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 27 a copy of which plat was recorded at Comal County Clerk's Document #202006030773, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 28: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 28 a copy of which plat was recorded at Comal County Clerk's Document #202006037730, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 29: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 29 a copy of which plat was recorded at Comal County Clerk's Document #202106058260, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 30: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 30 a copy of which plat was recorded at Comal County Clerk's Document #202206007284, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

4. The recording data for the Declaration with any amendments and/or supplements to the Declaration: The recording data for the Declaration and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

5. The name and mailing address of the Association: Property Owners Association of Vintage Oaks, Inc., c/o The Neighborhood Company, 1118 Vintage Way, New Braunfels, Texas 78132, Attn: Laura Ficco.

6. The name, mailing address, telephone number, and email address of the person managing the Association:

Name:	The Neighborhood Company
Attn:	Laura Ficco
Mailing Address:	1118 Vintage Way, New Braunfels, Texas 78132

Telephone Number: 830-264-2454
Email Address: info@neighborhoodco.com

7. Website to access the Association's dedicatory instruments: www.VintageOaksOwners.com

8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

Resale Certificate - $375.00

Transfer Fee - $375.00

Working Capital Assessment:

Unimproved Lot - $750.00

Improved Lot - $1,500.00

The Association fees cover all costs that the Association incurs related to a property transfer in the subdivision.

EXECUTED to be effective on the date this instrument is Recorded.

[*SIGNATURE PAGE TO FOLLOW*]

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____

Name: Alex Valdes

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 16th day of March 2022, by Alex Valdes, on behalf of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

[SEAL]

JANIS CARMEN
Notary Public, State of Texas
Notary ID 12508788-6
My Commission Exp. 10-15-2024

_____
Notary Public Signature

AFTER RECORDING RETURN TO:

WINSTEAD PC
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TEXAS 78701
AVALDES@WINSTEAD.COM

EXHIBIT "A"

RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS

1. Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas.

2. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706000772, Official Public Records of Comal County, Texas.

3. First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706015464, Official Public Records of Comal County, Texas.

4. Second Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706027104, Official Public Records of Comal County, Texas.

5. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Two, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas.

6. First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201106044284, Official Public Records of Comal County, Texas.

7. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Three, recorded as Document No. 201206037003, Official Public Records of Comal County, Texas.

8. Fourth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Four, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas.

9. Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306039084, Official Public Records of Comal County, Texas.

10. First Amended Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306042081, Official Public Records of Comal County, Texas.

11. Sixth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit 6, recorded as Document No. 201306051741, Official Public Records of Comal County, Texas.

12. Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201406032083, Official Public Records of Comal County, Texas.

13. Seventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 7, recorded as Document No. 201406006128, Official Public Records of Comal County, Texas.

14. Eighth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 8, recorded as Document No. 201405026570, Official Public Records of Comal County, Texas.

15. Ninth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 9, recorded as Document No. 201506012054, Official Public Records of Comal County, Texas.

16. Tenth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 10, recorded as Document No. 201506042121, Official Public Records of Comal County, Texas.

17. Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 11, recorded as Document No. 20150604349, Official Public Records of Comal County, Texas.

18. Third Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201606000890, Official Public Records of Comal County, Texas.

19. Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201606034595, Official Public Records of Comal County, Texas.

20. Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 12, recorded as Document No. 201606024016, Official Public Records of Comal County, Texas.

21. Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 13, recorded as Document No. 201606045633, Official Public Records of Comal County, Texas.

22. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201706028668, Official Public Records of Comal County, Texas.

23. Supplement to Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201706050104 Official Public Records of Comal County, Texas.

24. Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard [Units 1, 2, 4, 5, 6, 8, 9, 10, & 11], recorded as Document No. 201706028671, Official Public Records of Comal County, Texas.

25. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Amended Fine and Enforcement Policy, recorded as Document No. 201706038551, Official Public Records of Comal County, Texas.

26. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Property Owners Association of Vintage Oaks, Inc. Assessment Collection Policy, recorded as Document No. 201706050096, Official Public Records of Comal County, Texas.

27. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Property Owners Association of Vintage Oaks, Inc. Fireworks Policy, recorded as Document No. 201706050099, Official Public Records of Comal County, Texas.

28. Fourteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 14, recorded as Document No. 201706007697, Official Public Records of Comal County, Texas.

29. Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 15, recorded as Document No. 201706008104, Official Public Records of Comal County, Texas.

30. Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 16, recorded as Document No. 201706027258, Official Public Records of Comal County, Texas.

31. Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706014965 in the Official Public Records of Comal County, Texas, with a recording date of March 30, 2017.

32. Fourth [Fifth] Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706028668 in the Official Public Records of Comal County, Texas.

33. Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 17, recorded as Document No. 201706037155, Official Public Records of Comal County, Texas.

34. Non-Material Correction Instrument – Vintage Oaks at the Vineyard Amendment to Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 201806013767, Official Public Records of Comal County, Texas.

35. Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 18, recorded as Document No. 201806005728, Official Public Records of Comal County, Texas.

36. Vintage Oaks at the Vineyard First Amendment to Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 18, recorded as Document No. 201806021323, Official Public Records of Comal County, Texas.

37. Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 19, recorded as Document No. 201806006130, Official Public Records of Comal County, Texas

38. Vintage Oaks at the Vineyard First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 19, recorded as Document No. 201806021325, Official Public Records of Comal County, Texas.

39. Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 20, recorded as Document No. 201806020106, Official Public Records of Comal County, Texas.

40. Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 21, recorded as Document No. 201806030528, Official Public Records of Comal County, Texas.

41. Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 22, recorded as Document No. 201806033120, Official Public Records of Comal County, Texas.

42. Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 23, recorded as Document No. 201906007292, Official Public Records of Comal County, Texas.

43. Twenty-Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 24, recorded as Document No. 201906011867, Official Public Records of Comal County, Texas

44. Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 25, recorded as Document No. 201906013760, Official Public Records of Comal County, Texas.

45. Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 26, recorded as Document No. 201906032537, Official Public Records of Comal County, Texas.

46. Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 27, recorded as Document No. 202006033902, Official Public Records of Comal County, Texas.

47. Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 28, recorded as Document No. 202006038426, Official Public Records of Comal County, Texas.

48. Vintage Oaks at the Vineyard – Supplemental Policies and Rules Adopted Pursuant to the 2021 Legislative Session, recorded as Document No. 202106055905, Official Public Records of Comal County, Texas.

49. Vintage Oaks at the Vineyard – Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [Units 1, 2 & 4], recorded as Document No. 202106061667, Official Public Records of Comal County, Texas.

50. Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 202206000436, Official Public Records of Comal County, Texas.

Filed and Recorded
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Comal County, Texas
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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VINTAGE OAKS AT THE VINEYARD

COMAL COUNTY, TEXAS

THIS DOCUMENT AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY, THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD, RECORDED AS DOCUMENT NO. 200706000771 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AS AMENDED.

Every Lot in Vintage Oaks at the Vineyard is subject to this Amended and Restated Declaration of Covenants, Conditions and Restrictions and is within a Unit that is subject to a supplemental declaration of covenants, conditions, and restrictions specific to that Unit. Every Owner of a Lot in Vintage Oaks at the Vineyard is encouraged to obtain and become familiar with the supplemental declaration applicable to such Owner's Lot. This document does not replace, restate or amend any such supplement, each of which remains in full effect as recorded and/or amended.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
VINTAGE OAKS AT THE VINEYARD

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard (the "**Declaration**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

RECITALS:

A. Bluegreen Southwest One, L.P, a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas; as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201406032083 in the Official Public Records of Comal County, Texas; as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201606000890 in the Official Public Records of Comal County, Texas; as amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706014957 in the Official Public Records of Comal County, Texas, as revised under Document No. 201706014965, Official Public Records of Comal County, Texas; as amended by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706028668 in the Official Public Records of Comal County, Texas, as corrected in that certain Non-Material Correction Instrument dated April 9, 2018 and recorded at Document No. 201806013767, Official Public Records, Comal County, Texas; and as amended further by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document Number 202106026921, Official Public Records of Comal County, Texas (collectively, the "**Original Declaration**").

B. Pursuant to the terms and provisions of that certain Assignment of Declarant's Rights recorded under Document No. 201206016339 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Original

Declaration. For the purpose of this Declaration, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

C. Pursuant to *Section 15.2* of the Original Declaration, the Original Declaration may be amended unilaterally by the Declarant for any purpose until termination of the Class "B" membership. The Class "B" membership has not terminated.

D. This Declaration is filed with respect to that certain real property located in Comal County, Texas, described on **Exhibit "A"**, attached hereto and incorporated herein by reference (the "**Property**"). The Property was first encumbered by the Original Declaration.

E. Declarant now desires to amend restate and replace the Original Declaration in its entirety as follows.

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ARTICLE I
DEFINITIONS

The terms in this Declaration and the exhibits to this Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "**ARB**" means the Architectural Review Board, as described in Section 9.2.

1.2 "**ACT**" means the Texas Residential Property Owners Protection Act, Chapter 209 of the Texas Property Code, as such act may be amended.

1.3 "**Additional Property**" means all of that certain real property which is more particularly described on Exhibit "B", attached and incorporated herein by this reference, and which real property is subject to annexation to the terms of this Declaration in accordance with *Article 7*.

1.4 "**Adjacent Properties**" means any residential, nonresidential, or recreational areas, including, without limitation: single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas and Private Amenities, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the Association; which are not subject to this Declaration; and which are neither Lots nor Common Area as defined in this Declaration.

1.5 "**Area of Common Responsibility**" means the Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration (as defined herein) or other applicable covenant, contract, or agreement. The Area of Common Responsibility shall include any real property and improvements that are designated as areas to be maintained by the Association on a recorded subdivision plat for any portion of the Properties.

1.6 "**Certificate of Formation**" means the Certificate of Formation of Property Owners Association of Vintage Oaks, Inc., as filed with the Secretary of State of the State of Texas.

1.7 "**Association**" means Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation, its successors or assigns.

1.8 "**Board of Directors" or "Board**" means the body responsible for administration of the Association, selected as provided in the Bylaws and generally serving the same role as the board of directors under Texas corporate law.

1.9 "**Builder**" means any Person who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one (1) or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes

shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

1.10 "**Bylaws**" means the Bylaws of Property Owners Association of Vintage Oaks, Inc.

1.11 "**Class "B" Control Period**" means the period of time during which the Class "B" Member (as defined in the Bylaws) is entitled to appoint a Majority of the Members of the Board of Directors as provided in the Bylaws.

1.12 "**Common Area**." All real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.

1.13 "**Common Expenses**" means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.14 "**Community Manual**" means the Community Manual which may be adopted by Declarant as part of the initial project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by the Declarant during the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

1.15 "**Community-Wide Standard**" means the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard shall initially be established by the Declarant and may be more specifically determined by the Board of Directors and the ARB.

1.16 "**Cost Sharing Agreement**" means any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of or within the Properties, including any Private Amenity for the allocation of expenses that benefit both the Association and the owner or operator of such property.

1.17 "**Declarant**" means **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company, its successors or assigns; provided that any assignment(s) of the rights of **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company, as Declarant, must be expressly set forth in writing and Recorded.

1.18 "**Design Guidelines**" means the design and construction guidelines and application and review procedures applicable to the Properties. The Declarant has adopted

Design Guidelines for The Grove (the "**Grove Design Guidelines**") which are separate and distinct from the Design Guidelines for the remainder of the Lots within the Properties outside of the Grove (the "**Vintage Oaks Design Guidelines**"). Both the Grove Design Guidelines and the Vintage Oaks Design Guidelines may be amended, from time to time, by the Declarant during the Development Period, and thereafter by the ARB, pursuant to Section 9.3(a).

1.19 "**Development Period**" means the period of time during which the Declarant owns any property which is subject to this Declaration, or any Private Amenity, or has the unilateral right to subject Additional Property to this Declaration pursuant to Section 7.1. The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the Public records.

1.20 "**Exclusive Common Area**" means a portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Neighborhoods or Lots, as more particularly described herein.

1.21 "**General Assessment**" means an Assessment levied on all Lots subject to assessment under *Article 8* to fund Common Expenses for the general benefit of all Lots, as more particularly described in Section 8.1 and the Bylaws.

1.22 "**Governing Documents**" means the Declaration, Bylaws, Certificate of Formation, all Supplemental Declarations, the Design Guidelines, and any rules and regulations adopted by the Association, all Cost Sharing Agreements and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time.

1.23 "**The Grove**" means Unit 15, as described on the plat recorded as Document No. 201206016339, in the Official Public Records of Comal County, Texas; Unit 18, as described on the plat recorded as Document No. 201806005052, in the Official Public Records of Comal County, Texas; Unit 24, as described on the plat recorded as Document No. 201906011302 in the Official Public Records of Comal County, Texas; Unit 27, as described on the plat recorded as Document No. 202006030773 in the Official Public Records of Comal County, Texas; and Unit 29, as described on the plat recorded as Document No. 202106018739 in the Official Public Records of Comal County, Texas, inclusive. Declarant may add future Units to the Grove, and such Units will automatically be considered part of the Grove as stated on any Supplemental Declaration identifying the Unit as such, notwithstanding their exclusion from this definition.

1.24 "**Improvement**" means all physical enhancements and alterations to the Property, including but not limited to grading, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates,

screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.25 "**Lot**" means a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Area, common property owned by any Neighborhood Association, or property dedicated to the public in the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Lot.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Lot until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in file preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

1.26 "**Majority**" means those votes, Owners, Members, or other group, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.27 "**Master Plan**" means the land use plan or development plan for Vintage Oaks at The Vineyard prepared by M & S Engineering, PO Box 970, Spring Branch TX 78070, as such plan may be amended from time to time, which includes the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B" that Declarant may from time to time anticipate subjecting to this Declaration. Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the exclusion of property described on Exhibit "B" from the Master Plan bar its later annexation in accordance with *Article 7*.

1.28 "**Member**" means Person entitled and subject to membership in the Association pursuant to Section 3.1 and the Bylaws.

1.29 "**Mortgage**" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.30 "**Mortgagee**" means a beneficiary or holder of a Mortgage.

1.31 "**Vintage Oaks at The Vineyard**" means that certain planned community located in Comal County, Texas, which is commonly known and referred to as Vintage Oaks at The Vineyard.

1.32 "**Neighborhood**" means a particular Unit (as defined below) within the Properties.

1.33 "**Neighborhood Assessments**" means assessments levied against the Lots in a particular Unit or Units of Vintage Oaks at the Vineyard, but less than all Units, to fund expenses specific to such Unit or Units, as described in Section 8.1 and the Bylaws.

1.34 "**Neighborhood Expenses**" means the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Unit within the Development, but less than all Units, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Unit(s).

1.35 "**Owner**" means one (1) or more Persons who hold the record title to any Lot, including the Declarant and any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is owned by more than one (1) Person, such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner.

1.36 "**Person**" means a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.37 "**Private Amenity**" means that certain real property and any improvements and facilities thereof located adjacent to, in the vicinity of, or within the Properties, designated by the Declarant and which are owned and operated, in whole or in part, by Persons other than the Association for recreational or other purpose. The use of the term "Private Amenity" shall not be construed to imply or require a private club. Private Amenities may be operated on a daily fee, use fee, public, or private basis or otherwise, and may include, any recreational amenities so located and all related and supporting facilities and improvements, Declarant reserves the right to designate additional Private Amenities in its sole discretion.

1.38 "**Properties**" means the real property described on Exhibit "A", as such exhibit may be amended or supplemented from time to time to reflect any additions or removal of property in accordance with *Article 7*.

1.39 "**Public Records**" means the Official Public Records of Comal County, Texas.

1.40 "**Record, Recordation, Recorded and Recording**" means recorded or to be recorded in the Official Public Records of Comal County, Texas.

1.41 "**Special Assessment**" means the assessments levied in accordance with Section 8.2.

1.42 "**Specific Assessment**" means the assessments levied in accordance with Section 8.3.

1.43 "**Supplemental Declaration**" means an instrument filed in the Public Records which subjects additional property to this Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The term shall also refer to a recorded instrument which designates Voting Groups, any declaration of covenants, conditions and restrictions, and any declaration of condominium.

1.44 "**Unit**" means a portion of the Properties made subject to a plat and designated as a Neighborhood by a Supplemental Declaration.

1.45 "**Voting Delegate**" means any representative selected by the Class "A" Members within each Neighborhood to be responsible for casting all Class "A" votes attributable to Lots in the Neighborhood on matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the Bylaws). The term "Voting Delegate" shall also refer to any alternate Voting Delegate acting in the absence of a Voting Delegate and any Owner personally casting the vote for his or her Lot pursuant to the Bylaws.

1.46 "**Voting Group**" means one (1) or more Voting Delegates who vote on a common slate for election of directors to the Board of Directors of the Association, as more particularly described in the Bylaws or, if the context so indicates, the group of Class "A" Members whose Lots are represented thereby.

ARTICLE II
PROPERTY RIGHTS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Lot, subject to:

(a) This Declaration and all Governing Documents;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to Section 4.3;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(f) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area;

(g) The right of the Board and the Declarant to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as more particularly described in Section 2.3;

(j) The right of the Declarant, during the Development Period, and thereafter the Association, to conduct activities within the Common Area, such as tournaments, charitable events, and promotional events and to restrict Owners from using the Common Area during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Owners' use and enjoyment of the Common Area and shall not exceed seven (7) consecutive Days; and

(k) The right of the Association to rent, lease or reserve any portion of the Common Area to any Owner for the exclusive use of such Owner or Owner's respective lessees, invitees, and guests upon such conditions as may be established by the Board.

Any Owner may extend his or her right of use and enjoyment to the Members of his or her family, lessees, and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who lenses his or her Lot shall be deemed to have assigned all such rights appurtenant to the leased Lot to the lessee of such Lot; provided, however, the Owners shall remain responsible for payment of all assessments and other charges.

2.2 Private Streets. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to, over and across any private streets and roads within the Properties ("**Private Streets**"), whether or not such Private Streets are Common Area, for the purpose of ingress and egress to public rights-of-way. The rights and nonexclusive easements granted herein are appurtenant to the title to each Lot, subject to:

(a) This Declaration and all other Governing Documents;

(b) The right of the Declarant, so long as the Declarant owns the Private Streets, to adopt, amend and repeal rules regulating the use and enjoyment of the Private Streets, provided that the Declarant shall not by the adoption of any rule or regulation bar access of the Owners across the Private Streets;

(c) The right of the Declarant to dedicate all or any part of Private Streets;

(d) The right of the Declarant to mortgage, pledge, or hypothecate any or all of the Private Streets as security for money borrowed or debts incurred, provided that the Declarant shall not subject the Private Streets to any security instrument without obtaining the agreement of the lender to subordinate its interest in the Private Streets to the easements for the Owners contained in this Section; and

(e) The rights of the Declarant to maintain the Private Streets.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable.

2.3 Exclusive Common Area. Subject to any restrictions or limitations in the deed conveying property to the Association, certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, roads, landscaped medians and cul-de-sacs, ponds, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Specific Assessment, as applicable.

Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Common Area is conveyed to the Association or in this Declaration or any Supplemental Declaration and/or on the subdivision plat relating to such Common Area; provided however, any such assignment shall not preclude the Declarant from later assigning use of the same Exclusive Common Area to additional Lots and/or Neighborhoods during the Development Period. Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area of particular Lots or a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon approval of the Board and the vote of Voting Delegates representing a Majority of the total Class "A" votes in the Association, including, if applicable, a Majority of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Area is assigned if previously assigned and within the Neighborhood(s) to which the Exclusive Common Area is to be assigned or reassigned.

The Association may, upon approval of a Majority of the Class "A" votes within the Neighborhood(s) to which any Exclusive Common Area is assigned, permit Owners of Lots in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of

reasonable user fees, which fees shall be used to offset the Neighborhood Expenses or Specific Assessments attributable to such Exclusive Common Area.

2.4 No Partition. Except as permitted in this Declaration there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Declaration. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property which may or may not be subject to this Declaration.

2.5 Condemnation. The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney in fact for all Owners in such matters. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking the Declarant, during the Development Period, and at least sixty-seven percent (67%) of the total Class "A" vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARB. The provisions of Section 6.1(c) regarding funds for the repair of damage or destruction shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a Member of the Association. There shall be only one (l) membership per Lot. If a Lot is owned by more than one (1) Person, all Persons shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the Bylaws. The membership rights of any Member which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee, or by any individual designated from time to time by the Owner in a written instrument delivered to the secretary of the Association, The Association shall have Class "A"

and Class "B" Memberships, and any such other classes of membership as further set forth in the Bylaws.

3.2 Voting. Members shall be entitled to vote in accordance with the procedures set forth in the Bylaws.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Properties as the Board may adopt pursuant to *Article 10*. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Texas.

4.2 Personal Property and Real Property for Common Use. The Association, through actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, the Declarant and its designees, with the Declarant's prior written consent, may convey to the Association improved or unimproved real estate, or interests in real estate, located within the property described in Exhibits "A" or "B", personal property and leasehold and other property interests. Such property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Declarant shall not be required to make any improvements or repairs whatsoever to property to be conveyed and accepted pursuant to this Section including, without limitation, dredging or otherwise removing silt from any lake, pond or other body of water that may be conveyed. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make adjustments in property lines.

4.3 Enforcement. The Board, or any committee established by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in Section 3.24 of the Bylaws. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Lot of the violator. Owners are ultimately responsible for violations of the Governing Documents that are the result of actions by their tenants, guests, invitees, permittees, Occupants and family members. In the event the Association levies a fine against a non-Owner of a Lot, the Owner of such Lot may be obligated to pay such fine in the sole discretion of the Board.

(b) filing liens in the Public Records for nonpayment of any assessments or fees;

(c) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(d) suspending an Owner's right to vote;

(e) suspending any Person's right to use any recreational facilities within the Common Area; provided, however nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(f) levying Specific Assessments to cover costs included in bringing a Lot into compliance in accordance with Section 8.3(b);

(g) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association; and

(h) filing suit to enforce any of the above sanctions; provided, however, compliance with the notice and hearing procedures set forth in Section 3.24 of the Bylaws is not required prior to filing suit (i) to collect a General, Neighborhood or Special Assessment, (ii) to foreclose the Association's lien for assessments set forth in *Article 8* of this Declaration, (iii) to obtain a temporary restraining order or temporary injunctive relief, or (iv) that includes foreclosure as a cause of action.

In the event that any occupant, guest, or invitee of a Lot violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such occupant, guest or invitee and/or the Owner of the Lot that the violator is occupying or visiting.

In addition, the Board, or the covenants committee if established, may elect to enforce any provision of the Governing Documents by entering the Lot and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation of the Governing Documents) or by suit at law or in equity to enjoin any violation or to foreclose a lien or both without the necessity of compliance with the procedures set forth in the Bylaws. The foregoing entry and self-help cure rights specifically include the right of the Association to enter an Owner's Lot and mow, trim, cut, and otherwise maintain all landscaping and vegetation if the Owner fails to maintain the landscaping and vegetation in accordance with the requirements set forth in the Governing Documents.

All remedies set forth in this Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees, and court costs, reasonably incurred in such action.

The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant restriction or rule.

The Association, by contract or other agreement, may enforce county, city, state, and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, the Certificate of Formation or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Governmental Interests. During the Development Period, the Declarant may designate sites within the Properties for public at quasi-public facilities. No membership approval shall be required for such designation. The sites may include Common Area, in which case the Association shall take whatever action is required with respect to such site to permit such use including conveyance of the site, if so directed by Declarant. The sites may include other property not owned by Declarant provided the owner of such property consents.

4.6 Indemnification. The Association shall indemnify every officer, director, ARB member and committee member against all damages, liability, and expenses, including attorney's fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director ARB member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this Section, the Certificate of Formation and Texas law.

The officers, directors, and ARB and other committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors and ARB and other committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors or ARB or other committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and ARB and other committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, or ARB or other committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers'

and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.7 Dedication of or Grant of Easement on Common Area. The Association may dedicate portions of the Common Area to Comal County, Texas, or to any other local, stale, or federal governmental or quasi-governmental entity or private utility provider.

4.8 Security. Each Owner and occupant of a Lot and their respective lessees, invitees, licensees, and guests shall be responsible for their own personal safety and security on their Lot and on the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. Neither the Association, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Properties, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, Declarant, and any successor Declarant are not insurers or guarantors of security within the Properties, and that each Person using the Properties assumes all risks of personal injury and loss or dama.ge to property, including Lots and the contents of Lots, resulting from nets of third parties.

4.9 Parking Lot Lighting. Declarant reserves the right to subject the Properties to a contract with an electric utility company for the installation of underground electric cables and/or the installation of parking lot lighting, either or both of which may require an initial payment and/or a continuing monthly payment to an electric utility company by each Owner or the Association. All lighting shall be installed or aimed so as to minimize a disabling glare to drivers or pedestrians or a nuisance glare to neighboring properties.

4.10 Relationship with Tax-Exempt Organizations. The Declarant or the Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to non-profit, tax-exempt organizations for the benefit of the Properties. The Association may contribute money, real or personal property or services to any such entity, any such contribution shall be a Common Expense and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code, including but not limited to, Sections 501(c)(3) or 501(c)(4) thereof.

4.11 Powers of the Association Relating to Neighborhood Associations. The Association may veto any action taken or authorized by any Neighborhood Association which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association also may require specific

action to be taken by any Neighborhood Association to fulfill its obligations and responsibilities under any Governing Document. For example, the Association may require that specific maintenance or repairs or aesthetic changes be performed by the Neighborhood Association. If the Neighborhood Association fails to comply with such requirements within a reasonable time as specified in writing by the Association, the Association may affect such action on behalf of the Neighborhood Association and assess the Lots within such Neighborhood for any expenses incurred by the Association in taking such action. Such assessments may also be collected as a Specific Assessment.

4.12 Presence and Management of Wildlife. Each Owner and occupant, and each tenant, guest and invitee of any Owner or occupant acknowledges that the Properties include and/or are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas. Such areas may contain wildlife. Neither the Association, the Board, the original Declarant, nor any successor Declarant shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and occupant of a Lot and each tenant, guest, and invitee of any Owner or occupant shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, the original Declarant or any successor Declarant have made no representations or warranties, nor has any Owner or occupant, or any tenant, guest, or invitee of any Owner or occupant relied upon any representations or warranties, expressed or implied relative to the presence of such wildlife.

The Declarant, acting in its sole and absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, and notwithstanding the general prohibition against the use of firearms in Section 10.14, this includes the right to manage and control any populations of wildlife through a variety of techniques, including organized hunting, shooting and trapping. The Declarant hereby reserves the right to assign these management rights to the Association.

The Association shall not be responsible for any loss, damage, or injury to any person or property arising from indigenous wildlife, including, but not limited to, damage within the Properties caused by wild hogs. The Association is not responsible for the management of wildlife, including wild hogs, boars, pigs, deer, or such other species which may cause a nuisance within the Properties. The Association shall have no duty to install fencing anywhere on the Vintage Oaks at the Vineyard subdivision perimeter or upon such other location that may prevent the entry of wildlife into Vintage Oaks at the Vineyard. The Association has no obligation to repair or replace landscaping, improvements or any other element of the Properties that has been damaged by wildlife other than Common Areas and Areas of Common Responsibility, as defined in this Declaration.

4.13 Provision of Services. The Association may provide services and facilities for the Members of the Association and their guests, lessees and invitees. The Association shall be authorized to enter into contracts or other similar agreements with other entities, including

Declarant, to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association us a Common Expense or a Neighborhood Expense, depending on whether the service or facility is provided to all Lois or only the Lots within a specified Neighborhood. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example, some services and facilities which may be provided include garbage collection, cable, digital, satellite or similar television service, internet. intranet, and other computer-related services, security, and similar services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

4.14 Wastewater Treatment Facilities . Declarant, in its sole and absolute discretion, reserves the right to install, maintain, and operate wastewater treatment facilities for the benefit of the Properties. Notwithstanding the foregoing, Declarant shall not have the right to convey wastewater treatment facilities to the Association without the written consent or affirmative vote, or any combination thereof, of a majority of the Members holding the total Class "A" votes allocated to the Lots subject to the Master Declaration.

ARTICLE V
MAINTENANCE

5.1 Association's Maintenance Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

(i) Common Area;

(ii) all landscaping and other flora, parks, lakes, ponds, structures, and improvements, including any entry features, private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(iii) all furnishings, equipment and other personal property of the Association;

(iv) any street trees, landscaping and other flora, buffers (unless such areas are maintained by the owner of a Private Amenity), parks, bike and pedestrian pathways/trails structures and improvements within public rights of-way within or abutting the Properties are upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;

(v) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or any contract or agreement for maintenance thereof entered into by the Association;

(vi) all streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith unless such facilities are located within a Private Amenity and are maintained by the owner of the Private Amenity; and

(vii) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community Wide Standard. For example, the Association may maintain any fence, wall, entry feature or sign serving to enhance or designate the entry to Vintage Oaks at the Vineyard regardless that such improvements are not located within the Common Area or the Properties.

(b) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (a) such maintenance responsibility is otherwise assumed by or assigned to an Owner, a Neighborhood Association or the owner of a Private Amenity or (b) such property is dedicated to any other local, state or federal governmental or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard,

(c) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members holding sixty-seven percent (67%) of the Class "A" votes in the Association and the Class "B" Member, if any, agree in writing to discontinue such operation. Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this

Declaration or any other means during the Development Period except with the written consent of the Declarant.

(d) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, any Cost Sharing Agreements, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Lots to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(e) The Association shall have the right, but not the obligation, to maintain the grass and other landscaping on each unimproved Lot. For purposes of this Section, unimproved Lot shall mean a Lot without a dwelling.

(f) In the event that the Association fails to properly perform its maintenance responsibilities hereunder and to comply with the Community-Wide Standard, the Declarant may, upon not less than ten (10) Days' notice and opportunity to cure such failure, cause such maintenance to be performed and, in such event, shall be entitled to reimbursement from the Association for all costs incurred.

5.2 Owner's Maintenance Responsibility. Each Owner shall maintain such Owner's Lot, and all structures, parking areas, landscaping, and other improvements comprising the Lot in a manner consistent with the CCRs and all Governing Documents unless such maintenance responsibility is otherwise assumed by or assigned to the Association. With respect to any Lot upon which a dwelling has not yet been constructed, such maintenance responsibility shall include but is not limited to, the removal of all litter and trash on a regular basis and may also include mowing native grasses pursuant to any drought measures instituted by Comal County or such other governmental authority. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility, such failure shall constitute a violation of the Governing Documents, and the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with Section 8.3. The Association shall afford the Owner reasonable notice and an opportunity to cure the violation prior to entry, except when entry is required due to an emergency. Entry by the Association or its designee under this Section shall not constitute a trespass. Owners and occupants (including lessees) of any Lot shall jointly have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or rights of way incident thereto, and vacant land in a well-maintained, safe, clean and attractive condition at all times.

Required maintenance includes, but is not limited to the following:

(a) Exteriors Generally. The exterior of all Improvements on a Lot shall be kept in generally good, clean condition, with any components thereof in good repair. All exterior lighting shall be maintained in working order. Any peeling, stained, flaking or otherwise, discolored paint shall be replaced with paint of the same shade as originally approved by the ARB. Any changes to the color of the paint shall require prior written approval of the ARB. All stucco exteriors shall be kept free of stains, mold, biofilms, or such other growth or discoloration.

(b) Garbage and debris. Owners must remove all litter, trash, dead vegetation, refuse, waste, garbage, and other debris, unused construction materials, brush, yard trimmings, discarded items, items that are broken or beyond repair shall be appropriately disposed of. Each individual Owner is required to have and maintain a contracted trash service. Trash and recycling receptacles shall be stored out of sight in garages, or with reasonable effort, behind approved masonry screening. Approved screening shall be made of masonry or stone that matches the dwelling exterior. Use of live screening is prohibited (i.e. shrubs, vines, or other plant material). Trash and recycling containers should not be placed for pick-up any earlier than 5:00 pm the day prior to collection and shall be returned to their storage location no later than the end of the day of regular trash collection. Trash and recycling containers shall not be placed on the roadway or in any other manner which creates a safety hazard.

(c) Lawns and Landscaping. Lawn mowing shall be performed on regular basis. Maximum grass height for Manicured Landscape Areas/Enhanced Landscape Areas ("MLA/ELA") is six inches (6") or less. Natural Landscaped Areas ("NLA")that contain native wild grasses have a maximum height level of twenty-four (24") inches. Owners are responsible for keeping their lawns, flowerbeds, and all other landscaped features free of weeds, and in a pleasing and attractive condition. Shrubs against foundations shall be maintained to allow visibility of the first floor windows; the ideal is visibility of at least two-thirds (2/3) of the front window surface being visible. Dead wood, diseased, or broken branches in shrubs and trees shall be removed. All MLA's and ELA's shall be watered according to guidance from local authorities during drought conditions or when recommended by the applicable water utility, and in compliance with any applicable ordinance. When no such watering restrictions are in place, all MLA's and ELA's shall be watered frequently enough to keep such vegetation alive and in healthy condition.

(d) Landscape Plan. Each Lot is subject to an original landscape plan that was approved by the Architectural Review Board at the time of home construction. After purchase, any substantial changes to the front envelope of the Dwelling from the existing layout shall require a new approval or formal notification to the Architectural Review

Board. Minor changes, such as the addition of new plants, or removal of old plants to existing landscaping only require an email notification to the ARB of those changes.

(e) Backflow Devices. Owners who wish to cover and protect their backflow prevention device (BFD) pipes are permitted to do so. Approved materials include faux rocks and backflow bags that fit over the pipes to provide protection from freezing. Such bags must conform in color and in muted earth tones such as neutral browns and hunter greens. All BFD covers should be maintained in good condition. Worn or torn covers must be replaced as needed, and shall not be altered from their original material condition.

(f) Driveways. Driveways should be cleaned to remove mold, mildew, and excessive stains. Driveway joints should be properly maintained, with all exterior damage repaired. Exteriors of all structures should be clean and free of mold and mildew.

(g) Fences. Fences should be in good condition, without rust, broken wires, or missing slats. For repairs to side and rear fences with the same material, color and style fence (wrought iron or metal pipe), ARB approval is not required. Changes in type, height or color of fence require prior written approval from the Architectural Review Board.

(h) Windows. Window screens must be in good condition and not warped, buckled, torn, or deteriorated. Use of foil, or foil-backed window treatments, sheets, blankets, or other such materials as window screening is prohibited. Blinds that are visible from street-facing windows must be well maintained. Use of sunscreen films on the inside of dwelling windows is permitted except for the use of foil, reflective, or blackout films. Replacement of street front-facing screens or shutters of a different color must be reviewed by the Architectural Review Board. All exterior awnings, whether front or rear, shall require prior written approval of the ARB.

(i) Landscaping. The entire envelope of the main residence and all accessory structures need to be landscaped (a minimum of 20 ft. around the entire structure). On the side yard, any exposed grade of 18 inches or higher must be painted with paint that matches the main dwelling. Yards that are missing original turf, foundation shrubs, or trees should be replaced to be in compliance. (See the Landscape Guidelines for Plant, Tree, Shrub, or Turf options in the appropriate set of Design Guidelines). Potted plants may not be used as front envelope foundation screening or utility box screening unless permitted as outlined in the Owner's Landscape Plan. Permitted side yard landscaping includes turf grass, hardscape, and in-ground plants or shrubs. Foundation shrubs and utility box shrubs are recommended to be evergreen shrubs that do not lose their leaves annually. Owners are strongly encouraged to plant 5-gallon shrubs (generally 18-24 inches in height) on center as to be able to create a solid screen within one growing season, therefore, withstand the occasional Hill Country freeze.

Keeping front yards attractive is often a subjective standard. In order to comply with Association standards, front yards should appear neat, uncluttered and maintained. Owners are encouraged to move statuary, unused, or excessive flower pots, and other

personal items to the backyard. Owners with an excessive number of objects, such as pots, yard art, statuary, or other objects that visually obstruct the permanent landscape, or is an attempt to substitute for permanent landscaping shall be subject to plan submission and approval by the Architectural Review Board. All xeriscaping landscape plans must comply with the Association's Xeriscaping Policy.

(j) Easements. Every Unit plat of Vintage Oaks at the Vineyard contains platted Lot dimensions and right-of-way information. Each Owner received a plat at the time of sale of said Lot. Owners should note Item No. 7 of their Lot plat which states: "Property Owners are advised they are responsible for maintenance of indicated easements on their property and may not utilize these easements for any purpose detrimental to their intended use" (i.e. no structures, septic tank fields, etc.). The grantees of said dedicated easements reserve the right of access to such easements. Owners must maintain these easements by mowing and/or weeding their right-of-way consistent with the landscape design of their Lot.

5.3 Association Responsibility. Upon a resolution of the Board of Directors, the Owners of certain Lots shall be responsible for paying, through Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility that inure exclusively to the benefit such Owner's Lots. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space and adjacent public roads, private streets within a gated community, and lakes or ponds, regardless of Ownership or the Person performing the maintenance. Any such maintenance performed shall be in accordance with this Declaration and any applicable Supplemental Declaration thereto.

5.4 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community Wide Standard and all Governing Documents. Neither the Association, any Owner, nor any Neighborhood Association shall he liable for any damage or injury occurring on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.5 Party Walls and Similar Structures.

(a) General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) Damage and Destruction. If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost of equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.6 Cost Sharing Agreements. The Association may enter into Cost Sharing Agreements with the owners or operators of portions of the Adjacent Properties or Private Amenities:

(a) to obligate the owners or operators of such Adjacent Properties or Private Amenities to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such Adjacent Properties or Private Amenities and the Owners within the Properties;

(b) to permit the use of any recreational and other facilities located on such Adjacent Properties or Private Amenities by the Owners of all Lots or by the Owners of Lots within specified Neighborhoods; and/or

(c) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such Adjacent Properties or Private Amenities, if any, which are used by or benefit jointly the owners of such Adjacent Properties or Private Amenities and the Owners within the Properties.

The owners of such Adjacent Properties shall not be Members of the Association and shall not be entitled to vote on any Association matter.

The owners of such Adjacent Properties or Private Amenities shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such Adjacent Properties or Private Amenities, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expenses or Neighborhood Expenses of the Association. The owners of the Adjacent Properties or Private Amenities shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

ARTICLE VI
INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect such types of insurance as required by Texas law, including the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth (1/6th) of the annual General Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment determines advisable, which may include, without limitation, flood insurance.

In the event that any portion of the Common Area is or shall become located in an area

identified by the Federal Emergency Management Agency ("FEMA") as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one hundred percent (100%) of current "replacement cost" of all affected improvements and other insured property or the maximum limit of coverage available, whichever is less.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Neighborhood in such amounts and with such coverages as the Owners in such Neighborhood may agree upon pursuant to Section 2.3 of the Bylaws. Any such policies shall provide for a certificate of insurance to be furnished to the Neighborhood Association and to the Owner of each Lot insured upon request.

Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Lots within the benefitted Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, their guests invitees, or lessees, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to Section 8.3.

The Association shall have no insurance responsibility for any portion of the Private Amenities.

(b) **Policy Requirements.** The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Comal County and/or San Antonio, Texas metropolitan area.

All Association policies shall provide for a certificate of insurance to be furnished to the Association, and to each Member upon request. The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 6.1(a).

(c) insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Texas which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners of Lots within the Neighborhood and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include all agreed amount endorsement, if the policy contains a co-insurance clause; and

(vi) include an endorsement requiring at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(vii) a waiver of subrogation to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(viii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(ix) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one (1) or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(x) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(xi) a cross liability provision; and

(xii) a provision vesting the Board with the exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(d) Damage and Destruction. In the event of any insured loss, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the Declarant, decide within sixty (60) Days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) Day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If determined, in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Voting Delegates, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 6.1(a).

6.2 Owners' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless either the Neighborhood Association (if any) for the Neighborhood in which the Lot is located or the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof pursuant to Section 8.3.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with *Article 9*. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not

covered by insurance proceeds.

The requirements of this Section shall also apply to any Neighborhood Association that owns common property within the Neighborhood in the same manner as if the Neighborhood Association were an Owner and the common property were a Lot. Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the Lots within such Neighborhood and for clearing and maintaining the Lots in the event the structures are not rebuilt or reconstructed.

6.3 Limitation of Liability. Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, nor any respective officer, director, committee member, employee, agent, contractor (including the management company, if any) of any of the same shall be liable to any Member or the Member's immediate household for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Lots.

Each Owner, by virtue of the acceptance of title to such Owner's Lot, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section.

ARTICLE VII
ANNEXATION AND WITHDRAWAL OF PROPERTY

7.1 Annexation by Declarant. Until twenty (20) years after the recording of this Declaration in the Public Records, Declarant may from time to time unilaterally subject to the provisions of this Declaration all or any portion of the Additional Property. The Declarant may transfer or assign this right to annex property, provided that the transferee or assignee is the developer of at least a portion of the real property described in Exhibits "A" or "B" and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

Such annexation shall be accomplished by filing a Supplemental Declaration in the Public Records describing the property being annexed. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner of such property, if other than Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein.

Nothing in this Declaration shall be construed to require the Declarant or any successor to annex or develop any of the Additional Property in any manner whatsoever.

7.2 Annexation by Membership. The Association may annex any real property to the provisions of this Declaration with the consent of the owner of such property, the affirmative vote of Voting Delegates representing a Majority of the Class "A" votes of the Association represented at a meeting duly called for such purpose, and the written consent of the Declarant during the Development Period.

Such annexation shall be accomplished by filing a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property, and by the Declarant, if the Declarant's consent is required. Any such annexation shall be effective upon filing unless otherwise provided therein.

7.3 Withdrawal of Property. The Declarant reserves the right to amend this Declaration during the Development Period, for the purpose of removing any portion of the Properties from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association shall consent to such withdrawal.

7.4 Additional Covenants and Easement. The Declarant may unilaterally subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property on behalf of the Owners and obligating such Owners to pay the costs incurred by the Association through Neighborhood Assessments. Such additional covenants and easements shall be set forth in a Supplemental Declaration filed either concurrently with or after the annexation of the subject property, and shall require the written consent of the owner(s) of such property, if other than the Declarant. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

7.5 Amendment. This Article shall not be amended during the Development Period without the prior written consent of Declarant.

ARTICLE VIII
ASSESSMENTS

8.1 Creation of Assessments. There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. There shall be four (4) types of assessments:

(a) General Assessments to fund Common Expenses for the general benefit of all Lots; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 8.2; and (d) Specific Assessments as described in Section 8.3. Each Owner, by accepting a deed or entering into a contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

All assessments and fees, together with interest, late charges, costs of collection, and reasonable attorneys' fees as allowed by the Act, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in this Section below and in Section 8.4. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees as allowed by the Act, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage or through a deed in lieu of foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall, upon written request, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer setting forth whether such assessment has been paid. Such statement shall be furnished within ten (10) business days after receipt of the request and shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first (1st) day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) day following the due date unless otherwise specified by Board resolution.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of his or her Lot, or any other means. Notwithstanding the above or anything herein to the contrary, however, (a) the obligation to pay assessments shall not commence until the Lot is conveyed to a Person other than the Declarant, as set forth in Section 8.5; (b) no Owner who owns multiple Lots as of December 31, 2016, shall be obligated to pay more General Assessments, Neighborhood Assessments, or Special Assessments in any one fiscal year than the amount allocated to two (2) Lots, irrespective of the number of Lots owned by such Owner in Vintage Oaks at The Vineyard; and (c) if an Owner owns more than one (1) Lot in Vintage Oaks at The Vineyard, the lien rights set forth herein shall attach to each and every Lot owned by said Owner in Vintage Oaks at The Vineyard for the full amount of all assessments and charges due and owing. Subject to the foregoing, an Owner that combines one (1) or more Lots into a single composite build site is still responsible for paying all Neighborhood Assessments for each Lot shown on the original plat regardless of the composite build site, unless such Owner notifies the Association of the intent for a composite build site and provides replat verification of the

combined Lots into one (1) Lot from Comal County to the Declarant and the Association on or before December 31, 2016. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board. Notwithstanding the foregoing, there will be no reduction in any assessments specific to gated Lots. For the avoidance of doubt, gated Lot assessments will continue to be assessed on a per-Lot basis pursuant to the plat that existed prior to any re-plat combining Lots.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials, or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

8.2 Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted, and any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all Lots subject to such Special Assessment. Any Special Assessment shall become effective unless disapproved at a meeting of Voting Delegates representing at least sixty-seven percent (67%) of the total Class "A" votes allocated to Lots which will be subject to such Special Assessment and by the Declarant during the Development Period. There shall be no obligation to call a meeting for the purpose of considering any Special Assessment except on petition of the Voting Delegates as provided for special meetings in Section 2.9 of the Bylaws, which petition must be presented to the Board within twenty (20) Days after delivery of the notice of such Special Assessment Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.3 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special service which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one (1) or more Lots; and

(c) to cover costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, however, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any Specific Assessment under this subsection.

The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any applicable Supplemental Declaration, the Certificate of Formation, the Bylaws, and rules; provided, however, the Board shall give prior written notice to the Owners of Lots in, or the Voting Delegate representing, the Neighborhood and an opportunity for such Owners or Voting Delegate to be heard before levying any such assessment.

8.4 Remedies for Non-Payment of Assessments. Any assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) days or longer. Said lien shall be filed in the Public Records in a manner provided therefore by Title 5, Chapter 12 of the Texas Property Code. Such lien shall be superior to all other liens, except (a) the liens of any taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may bring an action at law against any Owner personally obligated to pay any assessments, charges, interest or other costs. Costs and reasonable attorneys' fees for the prosecution of any such action as allowed by the Act, shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of Texas.

The Association's lien may be foreclosed by judicial or nonjudicial foreclosure in like manner as a Mortgage on real estate under power of sale under Title 5, Chapter 5 of the Texas Property Code. All fees, charges, late charges, fines, and interest are enforceable as assessments.

In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and owner of the obligation secured by this Declaration. The registered agent of the Association shall be the trustee for all purposes of the foreclosure proceeding, and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the Lot subject to the lien at public action for cash, after having first given such notice and advertising

the time and place of such sale in such manner as may then be provided by law for Mortgages, and upon such sale and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by Title 5, Chapter 51 of the Texas Property Code. The trustee shall be authorized to retain an attorney to represent such trustee in such proceedings. The proceeds of the sale shall, after the trustee retains its commission, together with any additional attorneys' fees incurred by the trustee, be applied to the costs of the sale, including but not limited to costs of collection, taxes, assessments, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the Lot, and any advancements made by the Association in the protection of the security.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.5 including such acquirer, its successors and assigns.

8.5 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date that such Lot is conveyed to a Person other than Declarant. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of Days remaining in the fiscal year at the time assessments commence on the Lot.

8.6 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.7 Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 5.1;

(b) Any property dedicated to and accepted by any governmental authority or public utility;

(c) Property owned by any Neighborhood Association for the common use and enjoyment of its members. or owned by the members of a Neighborhood Association as tenants in-common; and

(d) Any property that is owned by a charitable organization or nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of open spaces for public benefit, and which is held by such agency or organization for such recreational or open space purposes.

8.8 Default Interest Rate; NSF Checks; Late Fees. Except as otherwise provided in the Governing Documents, any assessment levied upon an Owner which is not paid within fifteen (15) Days after the date upon which it is due shall bear interest at the lesser of (a) the rate of eighteen percent (18%) per annum; or (b) the maximum rate of interest permissible under the laws of the State of Texas. In addition, if any Owner pays any assessment (General, Neighborhood, Special or Specific) with a check on the account that has insufficient funds ("NSF"), the Board may, in its sole discretion, demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge. Finally, the Association may charge a delinquent Owner an administrative late fee in an amount determined by the Board of Directors for each installment due to the Association which is delinquent. Any payment received by the Association shall be applied first to any attorneys' fees and other costs of collection, then to any interest accrued on the late installment, then to any administrative late fee, and then to the delinquent assessment.

8.9 Working Capital Assessment. Each Owner (other than Declarant) of a Lot will pay a one-time working capital assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The Association may use the working capital to discharge operating expenses. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent. In the event of any dispute

regarding the application of the working capital assessment to a particular Owner, the Declarant's during the Development Period, and thereafter the Board's, determination regarding the application of the exception will be binding and conclusive without regard to any contrary interpretation of this Section 8.9. The working capital assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 8* and will not be considered an advance payment of such Assessments. The working capital assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

ARTICLE IX
ARCHITECTURAL STANDARDS

9.1 General. No exterior structure or improvement as described in Section 1.24, shall be placed, erected, installed or made (a) upon any Lot, or (b) adjacent to any Lot where the purpose of the structure is to service such Lot, and no improvements shall be permitted except in compliance with this Article, and with the prior written approval of the appropriate reviewing body under this Article, unless exempted from the application and approval requirements pursuant to Section 9.3.

Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval. However, modifications to the interior of porches, screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval.

All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect unless Declarant or its designee otherwise approves in its sole discretion,

This Article shall not apply to the activities of the Declarant, or to improvements to the Common Area by or on behalf of the Association, or to improvements to any Private Amenity.

This Article may not be amended without the Declarant's written consent during the Development Period.

9.2 Architectural Review. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties acknowledges that, as the developer of the Properties, Declarant has a substantial interest in ensuring that all structures and improvements within the Properties enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market, sell or lease any portion of the Properties or the Additional Property. Therefore, the Declarant may, on its behalf establish an Architectural Review Board to be responsible for administration of the Design Guidelines and review of all applications for construction and modifications under this Article. During the Class "B" Control Period, the members of the ARB need not be Members of the Association or representatives of

Members, and may, but need not, include architects, landscape architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the ARB. The ARB may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ARB in having any application reviewed by architects, engineers or other professionals.

The ARB shall have, during the Class "B" Control Period, exclusive jurisdiction over all construction on any portion of the Properties. During the Class "B" Control Period, the Declarant retains the right to appoint all members of the ARB which may consist of one (1) or more Persons, who shall serve at the Declarant's discretion. There shall be no surrender of this right prior to expiration of the Class "B" Control Period except in a written instrument in recordable form executed by Declarant. Upon the expiration or surrender of such right, the elected Board shall appoint the members of the ARB, which shall not be members of the Board (and shall further have authority to delegate the responsibilities of the ARB to a committee of Members subject to appointment and removal by the Board). The number of ARB members may be equal to the number of directors on the Board. In the event that it becomes lawful for Directors to also serve as members of the ARB, the Board may appoint Directors to serve on the ARB. The ARB shall thereafter have jurisdiction only over modifications, additions or alterations of Lots, including existing structures and landscaping, made after completion of initial construction on the Lot. The ARB may delegate its authority as to a particular Neighborhood to the relevant Neighborhood Association, if any, so long as the ARB has determined that such Neighborhood Association has in force such review and enforcement practices, procedures and appropriate standards at least equal to those of the ARB. Such delegation may be revoked and jurisdiction reassumed by the ARB at any time by written notice. The ARB shall have the right to veto any action taken by the Neighborhood Association which the ARB determines, in its sole discretion, to be inconsistent with the guidelines promulgated by the ARB.

Upon expiration of the Declarant's right to appoint the members of the ARB, the Declarant, or a committee of persons appointed by the Declarant which may consist of the same persons who previously constituted the ARB and who need not be Members of the Association, shall retain all architectural control authority set forth in this Article pertaining to the initial construction on each Lot until one hundred percent (100%) of the Lots have been developed and conveyed to Owners other than Builders, and initial construction on each Lot has been completed in accordance with the Design Guidelines, unless such right is earlier surrendered in a written instrument in recordable form executed by Declarant.

9.3 Guidelines and Procedures.

(a) Design Guidelines. The Declarant may prepare and adopt the initial Design Guidelines for the Properties. The Design Guidelines may contain general provisions applicable to all of the Properties, as well as specific provisions which vary according to land use and from one portion of the Properties to another depending upon the location, unique characteristics, and intended use. For example, by way of illustration but not limitation, the Design Guidelines may

impose stricter requirements on those portions of the Properties adjacent to or visible from any Private Amenity or any lake, pond, river, stream or other body of water. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the committees in considering applications hereunder. The Design Guidelines are not the exclusive basis for decisions of the Committees and compliance with the Design Guidelines does not guarantee approval of any application.

During the Development Period, the Declarant shall have sole authority to adopt and amend the Design Guidelines. Thereafter, or at such earlier time as the Declarant may surrender such right in a written instrument in recordable form, the ARB shall have authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Declarant or ARB, as appropriate, is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

(b) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures and improvements shall be submitted to the Declarant or ARB, as appropriate, for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the Declarant or ARB may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. In reviewing and acting upon any request for approval during the Class "B" Control Period, the ARB shall be acting solely in Declarant's interest and shall owe no duty to any other Person. Decisions of the Declarant or ARB may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

In the event that the appropriate reviewing body fails to approve or to disapprove any application within thirty (30) Days after submission of all information and materials reasonably requested, the application shall be deemed approved. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the appropriate reviewing body pursuant to Section 9.7.

Notwithstanding the above, the appropriate reviewing body by resolution may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution.

Approval by the Declarant or ARB, as appropriate, shall be effective for a period of one (1) year from the date the approval is given. If work has not commenced within the one (1) year period, the approval shall expire, and no work shall thereafter commence without resubmitting plans to the appropriate reviewing body.

9.4 Specific Guidelines and Restrictions.

(a) Exterior Structures and Improvements.

All exterior structures upon, and enhancements to, a Lot are considered "Improvements" as defined in Section 1.24 of this Declaration. No Owner may install any Improvements upon such Owner's Lot without approval from the ARB, unless otherwise expressly permitted in this Declaration. It is the responsibility of each Owner to review this Declaration, and any applicable Supplemental Declaration and/or applicable Design Guidelines prior to the commencement of any Improvements on a Lot. Owners may contact the ARB prior to improving a Lot to determine whether an architectural review application may be needed, however ultimate responsibility for ensuring compliance with the Governing Documents rests with the improving Owner.

Exterior structures and improvements shall include, but shall not be limited to staking, clearing, excavation, grading and other site work; installation of utility lines or drainage improvements; initial construction of any dwelling or accessory building and exterior alteration of existing improvements. For additional information refer to The Grove Site Design Guidelines, Section 8.09, or Vintage Oaks Design Guidelines, Section 7.0.

- Some examples of exterior improvements or additions, include but are not limited to in-ground basketball hoops; playscape equipment; gardens, including raised gardens, greenhouses; rainwater collection systems; swimming pools; gazebos; pergolas, playhouses; hot tubs; solar panels; walls; dog runs; animal pens (permitted in Units 3 and Unit 7 only).
- Front yard patios require written approval from the Architectural Review Board.
- Artificial turf installation; landscaping berms (no higher than 3 ft), and removal and replacement of original landscaping materials.
- Property Owners are encouraged to make a courtesy contact the ARB by phone or email regarding any planned or proposed updates to the exterior of the residence or Lot in order to confirm whether such changes may require a formal plan submission to the ARB.

Notwithstanding the foregoing, the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict compliance with all federal laws and regulations. Placement of satellite dishes in the front yard, or side yard in front of the rear dwelling setback is prohibited.

(b) Lighting. All exterior lighting, including solar lights, must be approved by the ARB. Low voltage, down-lighting is required to reduce glare and light pollution. The location,

placement and direction of all lighting, including solar lights, should enhance the landscape and dwelling and must not encroach upon adjacent property. The lighting of exterior house walls is not permitted. Lighting designed to be highly reflective is not permitted. Exterior light fixtures should be conservative in number, and the ARB may limit the number of exterior light fixtures. Spot and floodlights must be hooded, and exterior ground lighting must be directed away from neighboring properties. Exterior lighting visible from a public street shall not be permitted, except for approved lighting as originally installed on a Lot; approved decorative post lights; pathway lighting; porch lighting: seasonal decorative lights during the usual and common season; or, front house illumination of model homes. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting or reflecting objectionable light onto a neighboring property.

Additional requirements include:

i. Fluorescent, metal halide and low-pressure sodium lamps are prohibited, as are exposed bulbs or wrap-around lenses.

ii. Low voltage, low wattage lighting with a maximum of 45 watts is allowed for address marker and entry gates.

iii. Pole lights will be reviewed on a case-by-case basis. ARB approval must be secured prior to installation even when lights are added after the initial Landscape Plan approval and completion has occurred.

iv. Decorative or lantern fixtures shall have a maximum of 45 watts and downward lighting is encouraged.

v. Permanent colored bulbs or LED lights are prohibited in street fronting light fixtures. Color lighting is permitted for use in back yards or interior courtyards but must be turned off when the area is not being used. Non-permanent decorative lights, or light strings, added after the initial Architectural Plan and/or Landscape Plan is completed must be turned off at night after use.

vi. Lights used to mark driveways are permitted if white (clear) or warm white lights are used. The use of colored lighting in front of the dwelling or on the driveway is not permitted.

vii. All path and landscape lighting must consist of lamps emitting no more than 750 Lumens. Path and landscape lighting shall have a maximum height of 36".

viii. Strobe lights prohibited.

(c) Temporary or Detached Structures.

Except as may be permitted by the appropriate reviewing body, no temporary house, dwelling, garage, barn or out building shall be placed or erected on any Lot. No mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling. These recreational vehicles shall be subject to the restrictions set forth in Section 10.4 of this Declaration. Additionally, no manufactured home shall be placed, erected, constructed or permitted within the Properties. "Manufactured home" shall include any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home, and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, of Vernon's Texas Civil Statutes. The placement of prefabricated and transportable sections onto a permanent foundation and the inspection of the resulting structure by the building inspector of the local governing authority shall not exempt such structure from this prohibition. Prefabricated accessory structures, such as sheds and gazebos, must be reviewed and approved in strict accordance with this *Article 9*.

(d) Accessory Structures.

With the approval of the ARB, accessory structures, such as wood bins, raised garden beds, trellises, arbors, fire pits and landscape berms, may be placed on a Lot. Such accessory structures shall conform in exterior design and quality to the dwelling on the Lot. Location of all accessory structures shall be determined by the ARB and located within the side and rear setback lines. No such structures shall be permitted in front of the street-facing side of the dwelling. Notwithstanding anything herein to the contrary, the ARB may, in its discretion, establish stricter or more restrictive standards. Walled structures and structures that utilize a foundation and/or create a climate-controlled environment, such as outbuildings, sheds, and detached garages are considered accessory buildings and are subject to approval by the ARB, in addition to the terms, conditions, rules and regulations of the applicable site design guidelines which govern the applicable Unit. For additional information, please see the Vintage Oaks Design Guidelines, Section 7.0, or the Grove Site Design Guidelines, Section 8.09).

(e) Utility Lines.

Overhead utility lines, including lines for antennas or cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of the ARB.

(f) Minimum Dwelling Size.

A minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one Neighborhood to another, or

which minimum may vary from one Lot to another, may be established in the Design Guidelines or in a Supplemental Declaration. Upon written request of an Owner, the appropriate reviewing body may waive the minimum square footage requirement if, in the reviewing body's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties. The front, street-facing side of the main dwelling shall have varied design elements so as to avoid "flat" or "straight" front facades.

(g) Fences, Walls and Hedges.

All fences, walls (including gabion, or stacked stone), and hedges shall be installed in accordance with the applicable Design Guidelines, and as may be set forth in a Unit Supplemental Declaration and, unless otherwise approved by the Architectural Review Board, shall be located on or within the Lot property line.

(h) Driveways on Lots Less Than One (1) Acre.

All driveways for lots within the Subdivision that are 0.99 of an acre or less that access the Public Right of Way (as defined in Section 9.4(viii) below) must be constructed in accordance with the driveway detail standard, attached hereto as Exhibit "C" (the "Driveway Detail"). Each Owner will maintain the driveway that provides access to such Owner's Lot in good condition and repair, reasonable wear and tear excepted. Any reconstruction or modification of driveways described in this Section must conform to the Driveway Detail and must be approved in advance by the ARB.

(i) Improvements Within Right-of-Way (Lots Less than One (1) Acre).

For those Lots within the Subdivision that are 0.99 of an acre which also include a street right-of-way (the "Public ROW") that will be dedicated to Comal County, Texas (the "County"), those portions of the Public ROW include, or will include, landscaping and irrigation facilities, green/open space and curbs (collectively, the "ROW Facilities"). Declarant hereby reserves for itself and the Association, an easement over and across the Public ROW for the installation, operation, maintenance, repair, removal, and/or modification of the ROW Facilities. Notwithstanding the foregoing provision, the ROW Facilities may not be relocated from the portion of the Public ROW on which the ROW Facilities were originally constructed by the Declarant or expanded to include other portions of the Public ROW without the express written consent of the County. Upon completion of the ROW Facilities, the ROW Facilities will be considered Common Area of the Association and the Association shall be responsible for maintaining the ROW Facilities in good condition and repair, reasonable wear and tear excepted, and in accordance with applicable law. The estimated costs incurred, or expected to be incurred, by the Association to operate, maintain, repair, remove, and/or modify the ROW Facilities will be paid by the Members through Assessments. The easement reserved in favor of the Association is expressly subject and subordinate to the present and future rights of the

County, its successors, assigns, lessees, grantees, and licensees, to enter upon the Public ROW for any purpose including, but not limited to, the construction, installation, maintenance, and/or operation and renewal of any public utilities, franchised public utilities or roadways or streets on, beneath or above the surface of the Public ROW. The easement and rights reserved and conferred herein to the Declarant and/or the Association shall not be construed to limit, in any way, the County's ownership interest in or to the Public ROW, or the authority of the County to widen, construct, alter, or improve the Public ROW, or the County's right, at any time, to enter upon the Public ROW.

The Association is advised that County may require that the ROW Facilities be removed if deemed necessary by the County in the interest of public health, safety, and/or welfare. The Association, shall, at its sole expense, maintain commercial general liability insurance with a combined single limit of not less than FIVE HUNDRED THOUSAND AND N0/100 DOLLARS ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall remain effective so long as the ROW Facilities exist. To the extent permitted by applicable law, the Association shall indemnify, defend, and hold harmless the County and its officers, agents, and employees against any and all claims, suits, demands, judgments, and expenses, including attorney's fees, including, but not limited to, liability for personal injury, death or damage to any person or property which is proximately caused by the Association's operation, maintenance, repair, removal, and/or modification of the ROW Facilities. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses: (i) for which the County shall have been, or is entitled to be compensated by insurance as provided by this section; or (ii) which are proximately caused by the negligent or willful acts of the County, its officers, agents, employees, or contractors.

(j) Seasonal & Holiday Decorations and Lighting.

Lighting requirements for seasonal holidays, such as Christmas, Thanksgiving, Halloween, etc., are allowed subject to the conditions established by this Section. Holiday decorations such as lights, wreaths, statuary, inflatables and holiday flags, do not require prior written ARB approval provided such decorations follow these guidelines, as determined at the discretion of the ARB.

i. Holiday decorations and lights shall be of reasonable design and magnitude so to not disrupt neighboring residences and properties. Decorations may be installed thirty (30) days in advance of the applicable holiday but shall not be illuminated any earlier than two weeks prior to the holiday date and must be entirely removed, including hanging hardware, no later than two weeks after the holiday.

ii. The exception to these requirements is the Christmas/Winter Holiday where decorations may be installed during early November (for installation requirements) but shall not be illuminated prior to Thanksgiving Day. Christmas/Winter Holiday lights may be illuminated nightly for two weeks after the Christmas Holiday date. All lights and other displays must be entirely removed, including hardware, and taken down no later than February 1st of the following year. Additional information may be found in the Vintage Oaks Design Guidelines, Section 9.06.

iii. Decorations must be maintained in good repair and not allowed to encroach on neighboring properties. Decorations are not to include offensive language. No amplified music, amplified sound devices, or flashing or blinking lights, shall be left on after 11:00 p.m. nightly during the Holiday season.

iv. The Grove has additional Seasonal & Holiday Lighting Restrictions that are found in The Grove Design Guidelines: Prohibited Elements. (Refer to Section 7.13 of the Grove Design Guidelines).

v. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting objectionable light onto a neighboring property.

(k) Signage.

Signage should follow signage requirements of the Grove Design Guidelines, Section 7.18, or Vintage Oaks Design Guidelines, Section 4.03. All signage must be approved by the Architectural Review Board.

The following items are strictly regulated, and the reviewing body shall have the right, in its discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Section unless approval or waiver in writing is obtained from the appropriate reviewing body. The Association may, but is not required to, adopt specific guidelines as part of the Architectural and Site Design Guidelines or rules and regulations which address the following items. Signage nailed to, or otherwise attached to, trees or shrubs is prohibited.

i. No commercial or business sign of any kind, including subcontractor signs, shall be displayed by an Owner except such signs as may be required by legal proceedings and not more than one (1) professional security sign of such size deemed reasonable by the ARB in its sole discretion.

ii. For Sale signs and signs saying "Free" are prohibited. Garage, Estate, or Yard sales must be approved by the property manager.

iii. One professionally made "Available" sign, and a professionally made "Open House" sign that is to be used on weekends only. Refer to the Architectural and Site Design Guidelines Section 4.03 - Builder Signs for examples.

iv. Exceptions to signage rules shall include temporary signs such as birth announcements, other congratulatory signs, and school sports signs. In general, temporary signs must be removed within 5 days of posting, excepting school sports signs that must be removed at the end of the school semester where appropriate. Other signs that may be of a Civic, Religious, or Humanitarian theme are also viewed as temporary signage and must be removed within 5 days of posting.

v. Permanent Owner informational signs, such as Private Drive, No Turning, No Trespassing, and the like may be permitted if the signs are of an approved size, and are made of weatherproof, durable materials, such as resin, stone, or acrylic. Signs made from plastic with neon printing are not permitted.

vi. Owner reflective address signs purchased from Comal County Fire Services brown in color are permitted.

vii. Unless in compliance with this Section, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Lot, any structure, or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's discretion) or from any Private Amenity.

viii. Political signs may be erected provided the sign: (a) is erected no earlier than the 90th day before the date of the election to which the sign relates; (b) is removed no later than the 10th day after the date of the election to which the sign relates; and (c) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited. Political flags may not be flown on Lot flagpoles.

The ARB reserves the right to prohibit signs and to restrict the size, content, color, lettering, design, and placement of any approved signs. All signage must be ground stake mounted and not mounted on the dwelling, or fencing or trees of an Owner lot.

All authorized commercial and business signs must be professionally prepared. Any unauthorized signs may be removed and disposed of by the Association. The restrictions set forth in this subsection shall not apply to entry, directional, or other signs installed by the Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development

of the Properties, including, without limitation, "for sale" signs installed by Declarant and Builder signs installed in accordance with the Architectural and Site Design Guidelines.

(l) Yard Art.

All Yard Art is limited in size, quantity, and type, and may be subject to approval. Yard art includes, but is not limited to, any metal, wood, glass, resin, concrete, or stone object. Yard art may include figurines, statuary, pots, water fountains, water features, free-standing art, or antique pieces, such as farm implements set out for display on Lots outside of The Grove. Yard Art is often displayed in flower beds as well as turf grass of the Manicured Landscape areas. Yard art objects must be free-standing or have the appearance of being free-standing in that objects must not require T post stakes, or like stakes to remain upright.

Yard Art objects in Lots outside of the Grove larger than 36 inches in width and 36 inches in height, shall require approval of the ARB for use in a street-front facing yard.

All Yard Art objects in The Grove require approval of the ARB for use in a street-front facing yard.

(m) Flags. For the purposes of this Declaration, "Flag" or "Flags" shall mean: (i) the flag of the United States of America; (ii) the flag of the state of Texas; (iii) an official or replica flag of any branch of the United States armed forces, including Blue Star and Gold Star Service flag; or POW/MIA flags as sanctioned by the United States armed forces. All other flags, unless otherwise provided in this Section, are prohibited. Political flags promoting any candidate for public office are prohibited at all times from being flown on a flagpole mounted on a dwelling or on a free-standing flagpole.

Applications for approval of the installation and display of all flags subject to this Policy and shall be submitted to the Association's Architectural Review Board (the "ARB") in the same manner as applications for approval of other Improvements within the subdivision, however, the fee is waived. All ARB findings will be in writing.

Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

i. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10.

ii. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code.

iii. Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag.

iv. A sports team flag may be flown on game day in conjunction with

collegiate or professional team sports, however, they must be taken down upon completion of the day's competition. Flags must meet size, location, and condition requirements as noted in line item ix below.

v. Two types of flagpoles are permitted. The permitted method of flag display is:

1. One short flagpole attached to the dwelling, or two short flagpoles may be attached to the street-facing entryway to the Dwelling (not to exceed six feet (6') in length).

OR

2. A free-standing flagpole constructed of durable, long-lasting materials with a finish appropriate to the materials and harmonious with the dwelling. The single freestanding flagpole shall not exceed twenty-five feet (25') in height and must be placed a minimum of 25' from the front setback boundary of the Lot.

vi. In The Grove, a free-standing flagpole must be placed no more than ten feet (10) from the front of the main Dwelling.

vii. In The Grove, the external halyard of the flagpole shall be of such material and design to prevent any noise from transmitting beyond the boundaries of the lot or property that may be a nuisance to any neighboring properties.

viii. Flags or flagpoles attached to trees, shrubs, fences, gates, or gutters, or the like are not permitted. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances.

ix. The display of any permitted flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements, and setbacks of record.

x. All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair. Structurally unsafe or deteriorated flagpoles must be repaired, replaced, or removed.

xi. Individual flags may not exceed 4 feet high by 6 feet

(n) Rainwater Collection Systems. For the purpose of this Declaration, "Rainwater Collection System" shall mean a system or series of mechanisms, including rain barrels, or cisterns designed primarily to collect rainwater for subsequent use by the Owner on the Owner's

property. Residents in The Grove should refer to The Grove Site Design Guidelines regarding information and restrictions in their Units.

The Association may regulate the size, type, and shielding, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a house or at any other location that is visible from a street, another property, or a cul-de-sac, if:

i. The restriction does not prohibit the economic installation of the device or appurtenance on the Owner's property, and

ii. There is reasonably sufficient area on the owner's property in which to install the device or appurtenance.

Applications for approval of the installation of rainwater collection systems are subject to this Policy and shall be submitted to the Association's Architectural Review Board (the "ARB") in the same manner as applications for approval of other Improvements within the subdivision, however, the fee is waived. All ARB findings shall be in writing.

The request shall be reviewed by the ARB within thirty (30) days from the date of the receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been met.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of a System that does not meet one or more of the required standards established by the Association.

Any such system shall:

1. Be of a color, finish, and texture consistent, in the reasonable opinion of the ARB, with the color scheme of the property owner's home.

2. Not display any language or other content that is not typically displayed on such barrel or system as it is manufactured.

3. Shall not be located on property owned by the Association or on property owned in common by the members of the Association or located between the front of the Property Owner's home and an adjoining or adjacent street.

4. To the greatest extent reasonably possible, be located or shielded to minimize the visual impact of the installation on adjacent properties, lots, and common areas.

5. Shall be constructed of a non-reflective material as galvanized material is

prohibited.

6. Cisterns shall not exceed eight feet (8') in height; and

7. Cisterns shall be screened from view. Thirty-six (36 in) in height live screening, or masonry that matches the Dwelling may be required.

(o) Display of Religious Items. Section 202.018 of the Texas Property Code provides certain rights for an owner or resident to display or affix one or more religious items on the owner's or resident's property. The display of which is motivated by the owner's or resident's sincere religious belief. Pursuant to Section 202.018 of the Texas Property Code, the Association may, and by this provision, shall, regulate religious displays as follows:

(i) No religious item may be displayed that: (1) threatens the public health or safety; (2) violates a law other than a law prohibiting the display of religious speech; or (3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.

(ii) No religious item may be displayed that: (1) is installed on property owned or maintained by the Association; (2) installed on property owned in common by members of the Association; (3) violates any applicable building line, right-of-way, setback, or easement; or (4) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture. The Association may cause to be removed any item which is in violation of the terms and provisions of this Declaration.

(p) Roofing Materials. For the purpose of this Declaration, "**Roofing Material**" shall mean all types of shingles, inclusive of solar roof shingles, proposed to be installed on the roof of the Owner's home or authorized outbuilding located on the Owner's property within the subdivision when the shingles meet the following standards:

(i) They are designed primarily to:

- Be wind and hail resistant;
- Provide heating and cooling efficiencies greater than those provided by customary composite shingles; or
- Provide solar generation capabilities; and

(ii) When installed:

- Resemble the shingles used or otherwise authorized for use on property within the subdivision;

- Are more durable than and are of equal or superior quality to the shingles provided in *Paragraph (i)* above; and

- Match the aesthetics of the property surrounding the owner's property.

Applications for the installation of such Roofing Materials shall be submitted to the ARB in the same manner as applications for approval of any other Improvement. The ARB may require that the Owner/applicant provide supporting documentation from the manufacturer of the shingles which establishes that the proposed installation meets the above-described standards.

An application that meets all of the above conditions shall be deemed approved by the ARB thirty (30) days from the date of the ARB's receipt of the Owner's application unless the ARB notifies the Owner in writing within the thirty (30) day period that additional information is required or that one or more standards have, in the opinion of the ARB, not been met.

The ARB may deny an application for, or impose reasonable restrictions on, the installation of roofing materials that do not meet one or more of the required standards. All ARB findings shall be in writing.

(q) Solar Energy Devices. For the purpose of this Declaration, "**Solar Energy Device**" or "**SED**" shall mean a system or series of mechanisms, including the solar tubes or solar shingles 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 in the production of power.

Solar panels be placed on the roof of the dwelling or ground-mounted; ground-mounted panels must not be visible from the front lot line of the Lot on which such solar panel is located. Ground-mounted solar panels cannot exceed six feet (6') in height. If the Architectural Review Board, in its sole discretion, determines that the solar panels will detract from the overall ambiance of the subdivision, even if such solar panels meet the requirements set forth herein, the Architectural Review Board may require additional screening requirements (masonry wall, etc.) or shall not approve the use of such solar panels. For roof mounted solar panels Owners should check with the contractor to ensure roof warranty is not voided due to the installation of panels on the roof.

Applications for approval of the installation of Solar Energy Device subject to this Policy and shall be submitted to the Association's Architectural Review Board (the "ARB") in the same manner as applications for approval of other Improvements within the subdivision, however, the fee is waived. All ARB findings shall be in writing.

An application which meets all of the requirements set out below shall be deemed

approved by the ARB thirty days from the date the Owner's application is received by the ARB, unless the ARB notifies the Owner in writing within the thirty (30) day period, that additional information is required or that one or more standards have, in the opinion of the ARB, not been properly established in the application.

(i) If installed on the roof of the Owner's home, the SED shall:

- not extend higher than or beyond the roofline;
- conform to the slope of the roof;
- have a top edge that is parallel to the roofline; and
- have a frame support bracket or visible wiring or piping that is in silver, bronze, or black color commonly available in the marketplace, and is appropriate to the materials of and harmonious with the dwelling.

(ii) If installed in a fenced yard or patio owned and maintained by the Owner, the SED as installed may not exceed the height of a fence that meets applicable height requirements in the governing documents of the Association or restrictive covenants applicable to the subdivision. The ARB reserves the right to require additional screening as necessary.

(iii) The ARB may deny an application for, or impose reasonable restrictions on, the installation of an SED that:

- As adjudicated by a Court, threatens the public health or safety or violates a law;
- is located on property owned or maintained by the Association;
- is located on property owned in common by the members of the Association;
- is located in an area on the Owner's property other than the roof of the home or in a fenced yard or patio owned and maintained by the Owner;
- does not meet all requirements for installation of the SED on a roof or in a fenced yard or patio owned and maintained by the Owner as set out above;
- was installed without prior approval of the ARB; or
- the ARB finds that placement of the SED as proposed will substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or the device by all property owners of adjoining property is

provided by the Owner/applicant.

9.5 Completion of Construction: Occupancy of Unfinished Lots. No dwelling erected upon any Lot shall be occupied in any manner during the course of construction, or at any time prior to the dwelling being fully completed. After the commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. With respect to the construction of a residential dwelling, such construction shall be completed within one (1) year from the date of approval by the ARB.

For the purposes of this Section, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARB; (ii) a building permit has been issued for the Lot by the appropriate jurisdiction; and (iii) construction of a residential dwelling on the Lot has physically commenced beyond site preparation. Completion of a dwelling shall be deemed to have occurred upon "substantial completion." For the purposes of this Section, completion of a dwelling shall be deemed to have occurred when one-hundred percent (100%) of the exterior construction is completed, inclusive of the driveway, garage, lighting, flatwork, etc.

For the purposes of this Section, substantial completion shall be defined to be the date that the Declarant or ARB, as appropriate, certifies that the improvements are sufficiently complete in accordance with the Governing Documents and any other building specifications of the appropriate reviewing body as such may be established and amended from time to time and, with respect to initial construction, that the Owner may occupy the improvements for use as a single-family residential dwelling.

It shall be the responsibility of a builder of any residences which are not under contract to a buyer to install appropriate landscaping materials within six (6) months form the date the residence constructed by said builder has been declared available for occupancy (provided no buyer has entered into contract on the residence). The ARB reserves the right to withhold the builder deposit until such time that a Landscape Plan has been submitted to the ARB, or the work has been satisfactorily completed (refer to Vintage Oaks Design Guidelines and the Grove Design Guidelines, Section 9.0).

9.6 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. The ARB shall not withhold future approvals contingent upon completion or correction of an applicant's current Improvements.

9.7 Variance. The Declarant or ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations or other reasons require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted,

however, when unique circumstances dictate and no variance shall be effective unless in writing or prevent the Declarant or ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

A variance granted due to hardship shall be temporary and responsive to the unique circumstances of each case. The ARB shall also authorize a submission of construction plans that include a wheel chair ramp access to the front door of any home as may be required for a disabled individual in accordance with ADA or other State law requirements.

A variance from compliance with the Design Guidelines, the Declaration, or an approved Architectural Review Application may be requested by an Owner or Builder, and shall be requested in writing to the ARB. An Owner or Builder shall seek a variance **before** any modification, alteration, or deviation from an approved design or construction is executed. Any such modification, alteration or deviation must be approved in writing by the ARB in advance of any work done pursuant to the variance requested.

The ARB may, but does not have a duty to, consider granting a variance for such modifications, alterations or deviations after the fact. However, if the ARB denies such a variance, the ARB reserves the right to require any Owner to restore their Lot to its previous and/or approved condition in the event un-approved Improvements or modifications are constructed thereon. The ARB may, from time to time, grant variances in accordance with Section 9.7 of the Declaration. The ARB will grant or deny the variance request in writing. No variances are allowed unless the Owner or the Builder has received a written notice of approval from the ARB. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

9.8 Limitation of Liability. The criteria and requirements established by the ARB for approval of architects, Builders and contractors are solely for the Declarant's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder or contractor. Owner's selection of an architect, Builder or contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the ARB or the Declarant. The standards and procedures established pursuant to this Article are intended to provide a mechanism for maintaining and enforcing the overall aesthetics of the Properties only, and shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and neither the ARB nor Declarant shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, or for ensuring compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property Owners. Neither the Declarant, the Association, the Board, the ARB, nor any committee or member of any of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or

quality of approved construction on or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in Section 4.6. NEITHER DECLARANT, THE BOARD, THE ARCHITECTURAL REVIEW BOARD, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL REVIEW BOARD'S DUTIES UNDER THIS DECLARATION.

9.9 Enforcement. The Declarant, any member of the ARB or the Board, or the representatives of each, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this Article. Any structure, improvement or landscaping placed or made in violation of this Article shall be deemed to be nonconforming. Upon written request from the Declarant or ARB, the Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of Declarant, the ARB or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this Section shall not constitute a trespass, in addition, the Board may enforce the decisions of the Declarant or the ARB by any means of enforcement described in Section 4.3. All costs, together with the interest at the maximum rate then allowed by law and attorney's fees as allowed by the Act, may be assessed against the benefited Lot and collected as a Specific Assessment.

Unless otherwise specified in writing by the ARB or Declarant an approval granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the Bylaws, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

Neither the ARB nor any member of the foregoing, nor the Association, the Declarant, or their members, officers or directors, shall be held liable to any Person for exercising the rights granted by this Article. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Article or the Design Guidelines may be excluded by the Declarant or the ARB from the Properties, subject to the notice and hearing procedures contained in the Bylaws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the decisions of the ARB.

ARTICLE X
USE RESTRICTIONS

10.1 General. This Article sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Builders, an information center and/or a sales office for any real estate broker retained by the Declarant to assist in the sale of property described on Exhibits "A" or "B", offices for any property manager retained by the Association, business offices for the Declarant or the Association or related parking facilities) consistent with this Declaration and any Supplemental Declaration.

10.2 Rules and Regulations. In addition to the use restrictions set forth in this Article, the Board may, from time to time, without consent of the Members, promulgate, modify or delete rules and regulations applicable to the Properties. Such rules shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon the Owners and occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the Members, and, during the Development Period, the written consent of the Declarant.

10.3 Residential Use. All Lots may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office shall be considered ancillary so long as: (a) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (b) the activity limits the number of employees on the premises of not more than two (2) at any given time; provided, further, that there is reasonable parking to accommodate such employees; (c) the activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (d) the activity does not increase traffic or include frequent deliveries within the Properties; and (e) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

No real estate brokerage firms, real estate sales offices, or any other business directly or indirectly selling and/or managing real property or improvements shall be permitted within the Properties except with the Declarant's prior written approval which may be denied in Declarant's sole discretion. No other trade or business activity shall be conducted upon a Lot without the prior written approval of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is

engaged in full or part-time, (b) such activity is intended to or does generate a profit, or (c) a. license is required,

The leasing of a Lot shall not be considered a business or trade within the meaning of this Section. This Section shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties or its use of any Lots which it owns within the Properties.

10.4 Vehicles and Parking.

(a) Generally. Automobiles, and non-commercial trucks or vans shall be parked only in garages or on Owner driveways serving the Lots unless otherwise approved by the ARB; provided, however, the Declarant and/or Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Owners are encouraged to consider future overflow parking needs in their driveway design and construction, and the design should allow for safe maneuvering of vehicles in and out of the garage and driveway. No parking of any vehicles on crushed granite, rock areas, or grass areas is permitted. Owners are expected to require overnight guests to park in the Owner driveways and not on the street or within any easements.

For Lots in The Grove, vehicles must be parked either in the garage or on the driveway on the Lot. Owner street parking is not permitted within the Grove. Visitors may park on the street during daylight hours from 7 am until 7 pm. Owners may not habitually park their vehicles on the street, which can create a traffic flow problem on neighborhood streets, and may create an impasse for first responders arriving in firetrucks or ambulances and delay their arrival response in an emergency.

(b) Inoperable Vehicles. No automobile, non-commercial truck or van, or commercial vehicle may be left upon any portion of the Properties, except in a garage, if it is unlicensed, inoperable or is otherwise incapable of being operated upon a public highway. Tarped vehicles, particularly if left sitting on a driveway, may be subject to such vehicle Owners' having to present proof of licensure and operational status, or else the vehicle must be stored in the garage. Such vehicles shall be considered a nuisance and the Association may affect their removal from the Properties.

(c) Motorized Vehicles. No motorized vehicles (excluding motorized mobility devices used pursuant to person's disability), shall be permitted on pathways, trails, or unpaved Common Areas except for public safety vehicles and vehicles used by the Association. Motorized vehicles may be used by the owner of a Private Amenity in the maintenance of all or a portion of the Properties or Private Amenity.

(d) Recreational Vehicles. Recreational and utility vehicles shall be parked or stored in garages only as set forth in the applicable set of Design Guidelines for that particular portion of the Properties. The term "recreational vehicles," as used herein, shall include but is not limited to

motor homes, travel trailers, travel vans, buses, and campers. The term "watercraft," as used herein shall include but is not limited to boats, jet skis or other watercraft; the term "motorized sports equipment" as used herein shall include but is not limited to off-road motorcycles, unlicensed dirt bikes, "all-terrain" vehicles, mini bikes, scooters, go-carts, and golf carts. Any recreational vehicle parked or stored in violation of the provision shall be considered a nuisance and may be removed from the Properties.

(i) Recreational Vehicles ("RVs"). Owners may only park RVs on their driveways for purposes of loading for a trip, or for offloading upon return from a trip. Owners may not park on the driveways for more than seventy-two (72) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager. Owners must not store their RV's on their driveways.

Guests visiting in recreational vehicles may park the visiting recreational vehicle in the driveway of a Lot for a period of seventy-two (72) hours and for a period not to exceed seven (7) days with a visitor's parking permit. Permits must be obtained from the Property Manager in advance for Owner guests.

(ii) Watercraft. Owners may only park watercraft on their driveways for purposes of loading, unloading or maintaining the same. Owners may only park watercraft on a driveway for no more than seventy-two (72) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager.

(iii) Motorized Sports Equipment. Owners may only park motorized sports equipment on their driveways for purposes of loading, unloading or maintaining the same. Owners may only park such equipment on a driveway for no more than forty-eight (48) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager.

(iv) Utility Trailers. Utility trailers and any construction vehicle or heavy machinery, including but not limited to a BobCat, skid-steer, or a tractor may not be parked on driveways except during construction or in actual use. Utility trailers attached to vehicles parked in a driveway are equally subject to this provision.

(v) Commercial Vehicles. A commercial motor vehicle (CMV) is one that is operated primarily for commercial purposes, and in the course of business-related thereto. Any vehicle with decals, graphics or writing (excluding bumper stickers and other common displays affixed to non-commercial vehicles), which advertise a service, product or business shall be considered a commercial vehicle. Commercial vehicles must be parked in the Owner's enclosed garage when not in use, and not on the Lot, driveway, or in an easement.

In addition to the definition given above, the following shall be considered commercial vehicles:

- Vehicles having road tag exemptions,
- Class 4 (buses)*

- Class 6 or higher vehicles*
- A combined weight of 10,000 lbs.
- A passenger capacity of 10+ persons
- A length of 28 feet or longer
- Industry specific hardware fixed to the exterior such as but not limited to ladders, storage racks, storage panels, cranes, etc.

**As defined by the Federal Motor Carrier Safety Administration*

All other vehicles are classified noncommercial, recreational, or residential and may be subject to other guidelines. Exempt from these commercial vehicle restrictions are all police, public service, or rescue vehicles.

(e) Recreational vehicles which may be legally operated on a public street may be operated on the streets within the Properties only by a licensed driver in accordance with Texas law. Non-licensed drivers are not permitted to drive vehicles of any type on streets within Vintage Oaks at the Vineyard Neighborhoods. Motorized recreational vehicles are not permitted in Timber Ridge Park except for event parking and the park playground use. Off-roading in Timber Ridge Park or other Common Areas, or adjacent undeveloped areas is not permitted.

(f) All vehicles shall be subject to such reasonable rules and regulations as the Board of Directors may adopt, including, without limitation, the right to limit the number of vehicles permitted on each Lot.

10.5 Leasing. Lots may be leased by an Owner, so long as: (a) residents are leasing the entire Lot (including all improvements thereon) for single-family residential use; (b) the term of the lease is greater than one hundred eighty (180) days; (c) the Owner and the residents have the intent that the residents remain on the Lot, and that it becomes the resident's place of residency; that is, that the residents will make the Lot and residence thereon their home. Uses such as short-term leases (less than one hundred eighty (180) days), temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast, shall each be considered a "business use" and are expressly prohibited. The provisions regarding leasing contained herein shall not preclude: (a) the Association or an institutional lender from leasing a Lot upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure, or (b) the seller or transferor of a Lot from leasing back the Lot for a period of time up to one hundred eighty (180) days after the closing of the sale or transfer of such Lot. Leases will not relieve the Owner from compliance with the Declaration, Bylaws, use restrictions and rules and regulations of the Association. All leases shall be in writing and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rules and regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board.

10.6 Occupants Bound. All provisions of the Declaration, Bylaws, and of any rules and regulations, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner.

10.7 Animals and Pets. No animals, livestock, swine, or poultry of any kind may be raised, bred, kept, or permitted on any Lot except for dogs, cats, bees (as such may be made subject to rules and regulations adopted by the Board and/or ARB) or other usual and common household pets, not to exceed four (4) in total number, except as otherwise permitted by the Board within certain Units, or as may be set forth in a Unit Supplemental Declaration. No exotic pets may be kept, bred, or otherwise maintained on a Lot. No animal shall be allowed to be off-leash when outside of an enclosed space on a Lot. The Board may adopt further rules and regulations governing animals on the Properties. Owners are required to promptly remove any solid pet wastes from all common areas and subdivision trails. Pets shall not be permitted within any Private Amenity except in compliance with conditions established by the owner of such Private Amenity.

The Board, in its sole and absolute discretion, may determine that an animal constitutes a danger or nuisance (barking dogs, for example) in the Properties, or a danger to Owners, guests, nearby property, or wildlife. Any such animal shall be removed from the Properties. By way of explanation and not limitation, this Section may be enforced by exercising self-help rights provided in Section 4.3.

10.8 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property; all of which shall be determined by the Board, in its sole discretion.

Each Owner shall maintain its Lot in a neat and orderly condition throughout initial construction of a residential dwelling and not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Properties. Storage of construction materials: on the Lot shall be subject to such conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Owner shall keep roadways, easements, swales and other portions of the Properties clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate trash receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. Owners shall remove trash and debris from the Lot upon reasonable notice by Declarant, Association or the ARB in preparation for special events.

No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Without limiting the generality of the foregoing, no speaker, loud music, horn, whistle, siren, bell, amplifier or other sound device, (except such devices as may be used exclusively for security purposes or as approved by the ARB) shall be located, installed or maintained upon the exterior of any structure on the Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to be shut off automatically.

Quiet Hours: All loud music and noise originating from a Lot shall cease by 12:00 AM (Midnight) on Friday and Saturday, and by 10:00 PM on Sunday through Thursday.

The reasonable and normal development, construction and sales activities conducted or permitted by the Declarant shall not be considered a nuisance or a disturbance of the quiet enjoyment of any Owner or occupant.

10.9 Streams. No streams that run across any Lot may be dammed, or the water therefrom impounded, diverted or used for any purpose without the prior written consent of the Board, except that the Declarant shall have such rights as provided in *Article 11*.

10.10 Drainage and Grading. Catch basins and drainage areas are for the purpose of return flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

No Person shall alter the grading of any Lot without prior approval pursuant to Article 9 of this Declaration. No Person may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing, nor may any Person pipe, fill in or alter any lot line swale used to meet Comal County regulations. The Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

10.11 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the

intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10.12 Storage of Materials, Garbage. All garbage cans shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash and garbage shall be placed in appropriate containers at a designated location as directed by the Board from time to time and regularly removed and shall not be allowed to accumulate. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Properties, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. No hazardous materials shall be treated, deposited, stored, disposed of, or used in or on any Lot or the improvements thereon. "Hazardous materials" shall be defined as materials, substances, gases, or vapors identified as hazardous, toxic or radioactive by any applicable federal, state or local laws, regulations or ordinances. Owners shall not place heavy refuse or trash at the end of their driveway unless done by 5:00 pm the day before trash pick-up, or on their trash providers pick up day. Owners shall not place unwanted items at the end of their driveways or easements to be advertised as "free" or otherwise for any passerby to pick up.

All rock piles or debris piles created during initial construction, or during a subsequent improvement must be used as part of a Landscaping Plan or removed from the property within six (6) months of the initial build, or three (3) months of a subsequent improvement project.

No lumber, metals, bulk materials, refuse, trash or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Lot, except during the initial construction period of the improvements to the Lot. In addition, during construction the building materials on any Lot shall be placed and kept in an orderly fashion. Any Lot on which construction is in progress shall be policed prior to each weekend, during the weekend all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed.

10.13 Subdivision of Lot. No Lot shall be subdivided or its boundary lines changed after a subdivision plat including such Lot has been approved and filed in the Public Records without the Declarant's written consent. Declarant, however, hereby expressly reserves the right to replat any Lot or Lots that it or any Builder owns, with the written prior consent of the owner of the Lot or Lots affected.

Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations, if any.

10.14 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, cross bows, compound bows and

firearms of all types. The Board may impose fines and exercise other enforcement remedies as set forth in this Declaration to enforce this restriction, but shall not be obligated to exercise self-help to prevent any such discharge.

10.15 Combustible Liquid. There shall be no storage of gasoline, propane, heating or other fuels except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment and except as may be approved in writing by the ARB or as provided for in the Design Guidelines. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.16 Incidental Bodies of Water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within or adjacent to the Properties. In addition, the Association shall not be responsible for maintaining, increasing or decreasing the water level within any lake or other water body or removing vegetation from any lake or other water body.

10.17 Irrigation Systems and Wells. Sprinkler or irrigation systems shall be installed only in accordance with the Design Guidelines. Declarant shall have the right to install sprinkler or irrigation systems or nonpotable wells within or abutting the Properties which draw upon ground water within the Properties, and the Declarant and the Association shall have the right to draw water from such source within the Properties.

10.18 Drones. For the purposes of this Section, "**Drone**" means an unmanned aircraft system (UAS), without a human pilot onboard, but is instead controlled from an operator on the ground and includes model airplanes, helicopters and similar aircraft. The Board may, from time to time and at any time, modify and expand the definition of drones set forth herein by adopting additional rules, regulations and policies concerning drones within the Properties. Failure to comply with the rules and requirements set forth in this Section by an Owner, occupant, or their guests or invitees shall be considered a violation of this Declaration and may subject the Owner to fines and additional enforcement proceedings. The use of Drones shall be subject to the following:

a) No Owner, occupant, or their guests or invitees may allow a drone to enter into the airspace above another Owner's Lot. Drone operation is strictly limited to the Owner's Lot.

b) No Owner, occupant, or their guests or invitees, may operate or authorize the operation of a drone in a manner, as determined in the sole and reasonable discretion of the Board, that is considered offensive or detrimental to other Owners, occupants, or their guests or invitees.

c) Unless expressly approved in advance and in writing by the Board, no Owner, occupant, or their guests or invitees may operate or authorize the operation of a drone in the airspace above any portion of the Common

Area, Exclusive Common Area or streets (public or private) within the Properties.

d) No Owner, occupant, or their guests or invitees may operate a drone within the Properties other than between the hours of 10:00 AM and 6:00 PM.

e) Prior to operation within the Properties, all drones must be: (i) registered with the Association in a manner determined from time to time by the Board, and (ii) if required by the Federal Aviation Administration ("FAA"), register the drone with the FAA. Currently, the FAA requires registration of a drone if the drone exceeds 0.55 lbs. If the drone is required to be registered with the FAA, a copy of the certificate of registration must be provided to the Association prior to operation of the drone within the Properties. Information on registration of drones and additional Federal requirements for drones may be found at https://www.faa.gov/uas/.

f) The Board may establish additional rules and/or policies to prohibit and/or regulate the use and operation of drones within the Properties.

ARTICLE XI
EASEMENTS

Declarant reserves, creates, establishes, promulgates and declares the non-exclusive, perpetual easements set forth herein for the enjoyment of the Declarant, the Association, the Members, the Owners, and the owners of any Private Amenities, and their successors-in-title.

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment between adjacent Lots, between each Lot and any adjacent Common Area, and between each Lot and any adjacent Private Amenity due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3') as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2 Easements for Utilities, etc.

(a) There are hereby reserved to the Declarant during the Development Period, the Association, and the designees of each (which may include, without limitation, any governmental or quasigovernmental entity and any utility company) perpetual non-exclusive easements upon,

across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; .security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including but not limited to, sewer, telephone, gas and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Properties, as necessary, to exercise the easements described above.

Declarant specifically grants to the local water supplier, sewer service provider, electric company, telephone company, cable company, and natural gas supplier the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing and maintaining utility lines, meters and boxes, as applicable.

(b) There is hereby reserved to the Declarant during the Development Period, the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit "A" or Exhibit "B".

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this Section shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

(d) Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.3 Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, hereby establishes and reserves a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Lot for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;

(b) drainage of natural or manmade water flow and water areas from any portion of the Properties or any Private Amenity;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties or any Private Amenity.

11.4 Easements to Serve Additional Property. The Declarant hereby reserves for itself and its duly authorized agents, representatives, and employees, successors, assigns, licensees, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the Additional Property, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads, for the posting of signs and for connecting and installing utilities serving the Additional Property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of the Additional Property.

11.5 Easement for Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Lot, for emergency, security, and safely reasons. Such right may be exercised by the authorized agents, employees and managers of the Association; any member of its Board or committees, and its officers, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement includes the right to enter any Lot to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Any entry by the Association or its authorized agents, employees or managers of the Association, any member of its Board or committees or its officers onto a Lot for the purposes specified herein shall not constitute a trespass.

11.6 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter any portions of the Properties, including each Lot to (a) perform its maintenance responsibilities under *Article 5*, and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this Section shall not constitute a trespass.

The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition that violates the Governing Documents. All costs incurred, including reasonable attorneys' fees allowed by the Act may be assessed against the violator as a Specific Assessment.

11.7 Easements for Lake and Pond Maintenance and Flood Water. The Declarant reserves for itself and its successors, assigns, and designees the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility or any Private Amenity; (b) construct, maintain, and repair any bulkhead, wall, dam or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Declaration. Declarant and its designees shall have an access easement over and across any of the Properties abutting or containing any portion of any pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself and its successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within twenty feet (20') of ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this Section. All persons entitled to exercise these easements shall use reasonable care in, and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

Declarant reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this Section, or (ii) to define the limits of any such easements.

11.8 Lateral Support. Every portion of the Common Area, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Lot shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such property.

11.9 Easements for Private Amenities.

(a) Under no circumstances shall any of the following Persons be held liable for any damage or injury resulting from any activity relating to any Private Amenity, including, but not limited to, the exercise of the easements set forth in this Section, the Declarant, or any successor Declarant; the Association or its Members (in their capacity as such); or any officer or director, member, manager or partner of any of the foregoing.

(b) The owner of any Private Amenity within or adjacent to any portion of the Properties, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of the Common Area reasonably necessary to the operation, maintenance, repair and replacement of its Private Amenity.

(c) There is hereby established for the benefit of the Private Amenities and their members (regardless of whether such members are Owners hereunder), guests, invitees, employees, agents, contractors and designees, a right and non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel between the entrance to the Properties and the Private Amenities and over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair and replacement of the Private Amenities. Without limiting the generality of the foregoing, members of the Private Amenities .and guests and invitees of the Private Amenities shall have the right to park their vehicles on the roadways located within the Properties at reasonable times before, during, and after special events, tournaments and other similar functions held by or at the Private Amenities.

(d) Any portion of the Properties immediately adjacent to the Private Amenities are hereby burdened with a non-exclusive easement in favor of the adjacent Private Amenities for over spray of water from the irrigation system serving the Private Amenities. Under no circumstances shall the Association or the owner(s) of the Private Amenities be held liable for any damage or injury resulting from such over spray or the exercise of this easement.

(e) The Declarant hereby reserves for itself, its successors and assigns, and may assign to the owner(s) of the Private Amenities, an easement and ail rights to draw water from the lakes and ponds within or adjacent to the Properties for purposes of irrigation of the Private Amenities and for access to and the right to enter upon the lakes and ponds within or adjacent to the Properties, if any, for installation and maintenance of any irrigation systems.

(f) Any Private Amenity may include an extensive system of paths for use by pedestrians and maintenance vehicles. To the extent such paths are not located on the Private Amenity, Declarant hereby reserves a nonexclusive easement appurtenant to the Private Amenity on, over, under and across the Properties as reasonably necessary for the installation, maintenance, repair, replacement, construction, use and enjoyment of such paths. The owner(s) of the Private Amenities shall be solely responsible for maintaining such paths at its sole cost and expense, including those portions that are located on a private street, a Lot, or Common Area. The previously mentioned easements are reserved for the benefit of the owner(s) of the Private

Amenities, and their respective members, guests, invitees, employees, contractors, agents and designees and shall be appurtenant to the Private Amenity.

11.10 Easement for Special Events. Declarant hereby reserves for itself, its successors, assigns and designees a perpetual, non-exclusive easement over the Common Area for the purpose of conducting educational, cultural, entertainment or sporting events, and other activities of general community interest at such locations and times as Declarant in its sole discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconvenience, and each Owner agrees on behalf of itself and the occupants of its Lot to take no action, legal or otherwise, which would interfere with the exercise of such easement or to recover damages for or as the result of any such activities.

11.11 Easement for Walking Trail Access. Declarant hereby grants to the Owners a perpetual, non-exclusive easement over nod across any areas designated as "walking trails" or "paths" on any recorded subdivision plat of the Properties. Use of such walking trails or paths shall be governed by reasonable rules and regulations promulgated by the Association.

11.12 Right to Stormwater Runoff, Effluent and Water Reclamation. Declarant hereby reserves for itself and its designees, including, but not limited to, the owner of any Private Amenity, all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Properties, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such right shall include an easement over the Properties for access, and for installation and maintenance of facilities and equipment to capture and transport such wafer, runoff, and effluent.

11.13 Liability for Use of Easements. No Owner shall have a claim or cause of action against the Declarant, its successors or assigns, including without limitation the owner(s) of any Private Amenities, arising out of the exercise or non-exercise of any easement reserved hereunder or shown on any subdivision plat for the Properties, except in cases of willful or wanton misconduct.

ARTICLE XII
MORTGAGEE PROVISIONS

The following provisions are for the benefit holders, insurers, and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days or any other violation of the Declaration or Bylaws relating to such Lot or the Owner or Occupant which is not cured within sixty (60) Days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action that would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2 No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any right of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot,

12.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Texas law for any of the acts set out in this Article.

ARTICLE XIII
DECLARANT'S RIGHTS

13.1 Transfer or Assignment. Any or all of the special rights and obligations of the Declarant set forth in the Governing Documents may be transferred or assigned in whole or in part to the Association or to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the Bylaws. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

13.2 Development and Sales. The Declarant and Builders authorized by Declarant may maintain and carry on the Properties such activities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties and/or the construction or sale of Lots or homes, such as sales nativities, tournaments, charitable events and promotional events, and restrict Members from using the Common Area during such activities. Such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Members' use and enjoyment of the Common Area. In the event that any such activity necessitates exclusion of Owners from Common Areas, such activities shall not exceed seven (7) consecutive Days. The Declarant and authorized Builders shall have easements over the Properties for access, ingress, and conducting such activities.

In addition, the Declarant and Builders authorized by Declarant may establish within the Properties. such facilities as, in the sole opinion of the Declarant, may be reasonably required, convenient or incidental to the development of the Properties and/or the construction or sale of Lots or homes, including, but not limited to, business offices, signs, model homes, tents, sales offices, sales centers and related parking facilities. During the Development Period, Owners may be excluded from use of all or a portion of such facilities in the Declarant's sole discretion. The Declarant and authorized Builders shall have easements over the Properties for access, ingress and egress and use of such facilities,

Declarant may permit the use of any facilities situated on the Common Area by Persons other than Owners without the payment of any use fees.

13.3 Improvements to Common Areas. The Declarant and its employees, agents and designees shall also have a right and easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

13.4 Additional Covenants. No Person shall record any declaration of covenants, conditions, and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records. No such instrument recorded by any Person, other than the Declarant pursuant to Section 7.4, may conflict with the Declaration, Bylaws, or Certificate of Formation.

13.5 Amendments. Notwithstanding any contrary provision of this Declaration, no amendment to or modification of any use restrictions and rules or Design Guidelines made after termination of the Class "B" Control Period shall be effective without prior notice to and the written consent of the Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant The rights contained in this Article shall

terminate upon the earlier of (a) twenty (20) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE XIV
PRIVATE AMENITIES

14.1 General. Private Amenities shall not be a portion of the Common Area, and neither membership in the Association nor ownership or occupancy of a Lot shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the respective owners of the Private Amenities, The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use, extent of use privileges, and number of users, and to require the payment of a purchase price, membership, contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges and to change, eliminate or lease operation of any or all facilities; and to reserve use rights and to terminate use right, altogether, subject to the terms of any written agreements.

14.2 Conveyance of Private Amenities. All Persons, including all Owners, are hereby advised that no representations or warranties have been or are made by the Declarant, the Association, any Builder or by any Person acting on behalf of any of the foregoing with regard to the continuing ownership or operation of any Private Amenity, and no purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenity. Further, the ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation, (a) the sale to or assumption of operations of any Private Amenity by a Person other than the current owner or operator; or (b) the conveyance of any Private Amenity to one (1) or more affiliates, shareholders, employees or independent contractors of the Declarant. No consent of the Association, any Neighborhood Association, any Voting Delegate, or any Owner shall be required to effectuate any change in ownership or operation of any Private Amenity, for or without consideration and subject to or free of any mortgage, covenant, lien or other encumbrance.

14.3 View Impairment. Neither the Declarant, the Association nor the owner of any Private Amenity, guarantees or represents that any view over and across any Private Amenity, the Common Area or any public facilities from Lots will be preserved without impairment. The owners of such property, shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in their sole and absolute discretion. to add trees and other landscaping or to install improvements or barriers (both natural and artificial) to the Private Amenities, the Common Area or the public facilities from time to time.

14.4 Cost Sharing Agreements. The Association may enter into a Cost Sharing Agreement with any Private Amenity obligating the Private Amenity or the Association to contribute funds for, among other things shared property or services and/or a higher level of Common Area maintenance.

14.5 Architectural Control. Neither the Association, nor any committee thereof, shall approve or permit any construction, addition, alteration, change or installation on or to any portion of the Properties which is contiguous to or within one hundred feet (100') of any Private Amenity without giving the owner of such Private Amenity at least fifteen (15) Days prior written notice of its intent to approve or permit the same together with copies of the request and all other documents and information finally submitted in such regard. The owner of such Private Amenity shall then have fifteen (15) Days to approve or disapprove the proposal in writing delivered to the appropriate committee or Association, stating in detail the reasons for any disapproval. The failure of the owner of such Private Amenity to respond to the notice within the fifteen (15) Day period shall constitute a waiver of the owner of such Private Amenity's right to object to the matter. If in the reasonable opinion of the owner of the Private Amenity whether by restriction of view, hazards to person or otherwise, the requesting party shall resubmit to the ARB the proposed consolation or modification so as to take into account the objection of the Private Amenity and the review and approval process set forth in this Section shall apply to the resubmitted plans and specifications. This Section shall also apply to any work on the Common Area contiguous to the Private Amenity.

14.6 Use Restrictions. Upon request of the owner of any Private Amenity, the Association shall enforce its use restrictions and rules against any Owner or occupant violating such regulations within such Private Amenity, including, but not limited to the exercise of the Association's self-help rights for violation of sign and pet restrictions.

14.7 Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Private Amenity, no amendment to this Article, and no amendment in derogation of any other provisions of this Declaration benefiting any Private Amenity, may be made without the written approval of the owner(s) of the affected Private Amenity. The foregoing shall not apply, however, to amendments made by the Declarant.

14.8 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Private Amenities shall cooperate to the maximum extent possible in the operation of the Properties and any Private Amenities. Each shall reasonably assist the other in upholding the Community Wide Standard as it pertains to maintenance and the Design Guidelines. The Association shall have no power to promulgate rules or regulations affecting activities on or use of the Private Amenities without the prior written consent of the owners of the Private Amenities affected thereby.

ARTICLE XV
GENERAL PROVISIONS

15.1 Duration.

(a) Unless terminated as provided in Section 15.1(b), this Declaration shall run with the land and shall be binding on all parties and Persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded. This Declaration shall automatically be extended at the expiration of such period for successive periods of ten (10) years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Texas law, in which case such law shall control, this Declaration may not be terminated within twenty (20) years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least seventy five percent (75%) of the total Lots within the Properties and by the Declarant, if the Declarant owns any portion of the Properties, which instrument is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

15.2 Amendment.

(a) By Declarant. Until termination of the Class "B" membership, the Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determinations; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as the Declarant owns property which is subject to this Declaration or which may be unilaterally subjected to the Declaration by the Declarant it may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing sixty-seven percent (67%) of the total Class "A" votes in the Association, including sixty-seven percent (67%) of the Class

"A" votes held by Members other than the Declarant and, during the Development Period, with the written consent of the Declarant.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to the Declaration shall become effective upon recordation in the Public Records unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one (1) year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member or the assignee of such right or privilege.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

15.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

15.4 Dispute Resolution. It is the intent of the Association and the Declarant to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, the Declarant and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, the Bylaws, the Association rules or the Certificate of Formation through alternative dispute resolution methods such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures.

Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation subject to any limitations set forth elsewhere herein and in the Bylaws.

15.5 Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Properties, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successors, but that the estates of the Declarant and individual lot Owners shall remain as separate and distinct estates. Any conveyance of all or

a portion of the Properties shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

15.6 Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

15.7 Cumulative Effect; Conflict. The provisions of this Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any Neighborhood, and the Association may, but shall not be required to, enforce the additional covenants, conditions and provisions applicable to any Neighborhood, provided, however, in the event of a conflict between or among this Declaration and such covenants or restrictions, and/or the provisions of any Certificate of Formation, Bylaws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, this Declaration, the Bylaws, Certificate of Formation and use restrictions and rules of the Association shall prevail over those of any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this Section shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration, and the Association shall have the standing and authority to enforce the same.

15.8 Use of the Term "Vintage Oaks at the Vineyard". No Person shall use the term "Vintage Oaks at The Vineyard" or any logo of Vintage Oaks at the Vineyard or any derivative in any printed or promotional material without the Declarant's prior written consent. However, Owners may use the term "Vintage Oaks at The Vineyard" in printed or promotional matter where such term is used solely to specify that particular property is located within Vintage Oaks at The Vineyard and the Association and any other community association located in Vintage Oaks at The Vineyard shall be entitled to use the term "Vintage Oaks at The Vineyard" in its name.

15.9 Compliance. Every Owner and occupant of any Lot shall comply with the Governing Documents, Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in Section 4.3.

15.10 Exhibits. Exhibits "A" and "B" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of this Declaration.

[*SIGNATURE PAGE FOLLOWS*]

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: Vice President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 5 day of May, 2022, by Thad Rutherford, Vice President of **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company, on behalf of said company.

(seal)

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

_____
Notary Public, State of Texas

EXHIBIT "A"

Land Initially Submitted to this Declaration

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M&S Engineering, a copy of which was recorded on January 4, 2007, as Document No. 200706000394, Official Public Records of Comal County, Texas, and to which plat reference is hereby made for a more particular description of said land, SAVE AND EXCEPT Lot 2R, Vintage Oaks at the Vineyard Unit 1, according to that certain replat recorded as Document No. 201806031474, Official Public Records of Comal County, Texas.

EXHIBIT "B"

Land Subject to Annexation

Any property located within a five (5) mile radius of the perimeter boundary of the land described on Exhibit "A" of this Declaration.

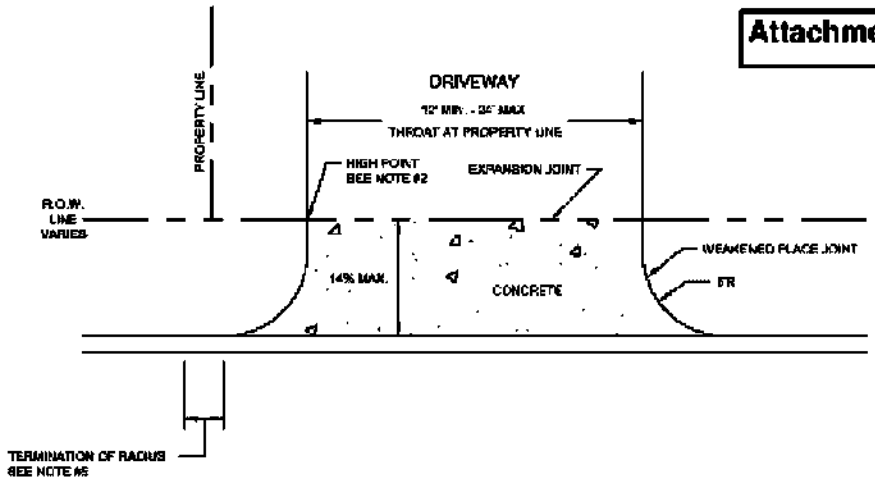
EXHIBIT "C"

Driveway Detail

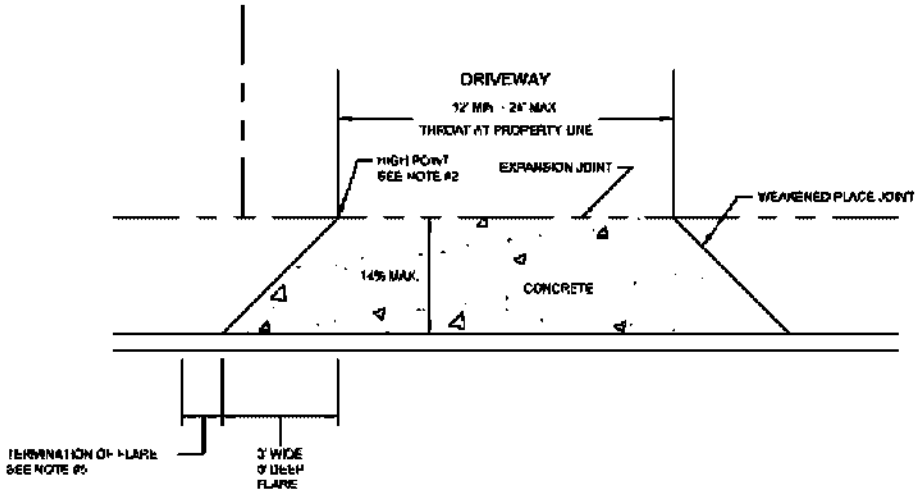
[*SEE ATTACHED*]

DRIVEWAY APRON
(RESIDENTIAL-RADIAL/FLATED)

Attachment 9.4(viii)



RADIUS PLAN VIEW

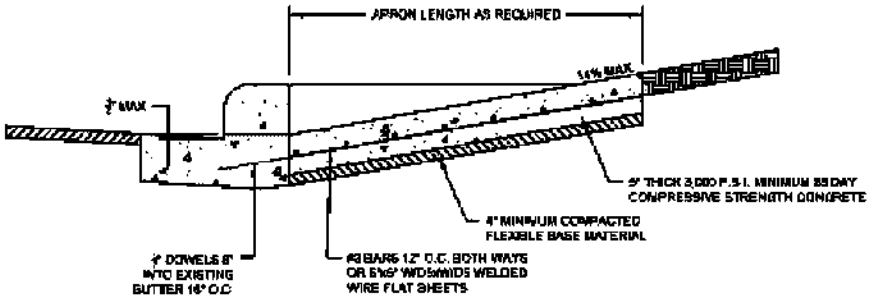


FLARE PLAN VIEW

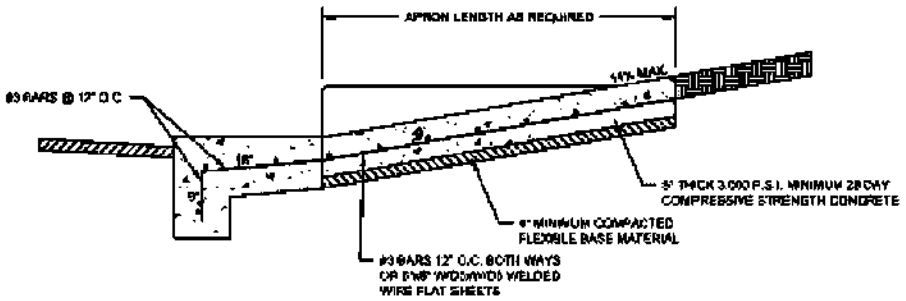
SHEET: DETAIL 1	JOB: 1330WDO DATE: 6/4/14 DRAWN: RM DESIGN: CW FIELD: OTHER:	VINTAGE OAKS AT THE VINEYARD UNIT 15 DRIVEWAY DETAILS	M&S ENGINEERING CIVIL · ELECTRICAL · STRUCTURAL · MECHANICAL CONTACT · MAIN OFFICE · BRANCH OFFICE

Attachment 9.4(viii)

DRIVEWAY APRON
(RESIDENTIAL-RADIAL/FLATED)



STRUCTURAL SECTION



NO EXISTING CURB STRUCTURAL SECTION

NOTES:

1. WHERE GUTTER DOES NOT EXIST DRIVEWAY APRON SHALL EXTEND TO EDGE OF ASPHALT AND SHALL HAVE A MINIMUM 8" WIDE " DEEP GRADE BEAM MONOLITHIC AND REINFORCED SIMILAR TO APRON
2. PROVIDE A MINIMUM 4" HIGH POINT. HIGH POINT HEIGHT SHALL BE MEASURED FROM THE GUTTER FLOW LINE TO THE DRIVEWAY APRON. NOTE HIGH POINT MAY OCCUR OUTSIDE OF ROW.
3. DRIVEWAY THROAT TRANSITION MAY OCCUR OUTSIDE OF ROW.
4. PROVIDE EXPANSION JOINTS AT ALL DRIVEWAY THROAT JOINTS. EXPANSION JOINTS SHALL BE PLACED USING ½" ASPHALTIC MATERIAL WITH ¾" DOWELS 16" O.C.
5. THE TANGENT POINT OF THE DRIVEWAY CURB RETURN AT THE PUBLIC ROADWAY LINE OR FLARE SHALL BE A MINIMUM DISTANCE OF 1' OFF THE PROPERTY PROJECTED PERPENDICULAR TO THE STREET CENTERLINE, EXCEPT SINGLE FAMILY OR ZERO LOT LINES. ON SINGLE FAMILY ZERO LOT LINE LOTS WHERE THE DRIVE IS ON THE ZERO LOT LINE, THE TANGENT POINT OR FLARE SHALL BE NO GREATER THAN 3' BEYOND THE ADJOINING PROPERTY LINE PROJECTED PERPENDICULAR TO THE STREET CENTERLINE.
6. ALL DRIVEWAY CONSTRUCTION SHALL MEET A.D.A. SPECIFICATIONS

SHEET DETAIL 2	JOB 1539WDS UNIT: 15 DRAWN: RM DESIGN: CM PCUR: OTHER:	VINTAGE OAKS AT THE VINEYARD UNIT 15 DRIVEWAY DETAILS	M&S ENGINEERING CIVIL · ELECTRICAL	STRUCTURAL

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AFTER RECORDING RETURN TO:

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VINTAGE OAKS AT THE VINEYARD
[THE GROVE]

[*Comal County, Texas*]

AMENDED AND RESTATED DESIGN GUIDELINES

THIS DOCUMENT AMENDS, RESTATES, AND REPLACES IN ITS ENTIRETY THAT CERTAIN VINTAGE OAKS AT THE VINEYARD [THE GROVE] DESIGN GUIDELINES, RECORDED UNDER DOCUMENT NO. 201706008119 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

Cross reference to: (i) that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard recorded under Document No. 202206028966, Official Public Records of Comal County, Texas; and (ii) that certain Vintage Oaks at the Vineyard [The Grove] Design Guidelines, recorded under Document No. 201706008119, Official Public Records of Comal County, Texas.

ADOPTED:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 22 day of June, 2022, by Thad Rutherford, President of **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company, on behalf of said company.

Terry L. Cole
Notary Public, State of Texas

(seal)

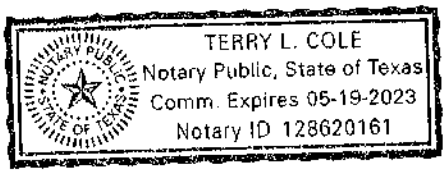


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1.0 Introduction

1.01 Objective of the Guidelines

This document has been prepared to promulgate the Amended and Restated Design Guidelines for The Grove at Vintage Oaks ("**The Grove**"), a residential neighborhood within Vintage Oaks at the Vineyard (the "**Development**"). The standards of design expressed in this document are intended to describe the "vision" of Southstar at Vintage Oaks, LLC, a Texas limited liability company (the "**Declarant**") for The Grove through procedures that are clearly outlined and informative. Throughout the course of The Grove, the Architectural Review Board (the "**ARB**") may review and revise these Amended and Restated Design Guidelines for the Grove (the "**Design Guidelines**"), as necessary to reflect changing conditions.

Consistent with all Vintage Oaks neighborhoods, the design and appearance of improvements within The Grove are guided by the Design Guidelines. Any and all exterior improvements made to a Lot in The Grove must be submitted for approval to ARB. All new home construction, renovations, additions, or improvements to existing structures must be approved by ARB. An Owner who seeks to improve their Lot must submit an application for review by the ARB, and is known herein as an "**Applicant**".

Any notice or information required to be submitted to the ARB under these Design Guidelines will be submitted to the Architectural Review Board.

All capitalized terms not defined herein shall have the meaning ascribed to such terms in the Declaration, as defined below.

1.02 Relationship to Legal Documents

Vintage Oaks at the Vineyard is a master-planned community located in Comal County, Texas. The Development consists of Units which are subject to the terms and provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 202206028966 in the Official Public Records of Comal County, Texas, (the "**Declaration**"), and are also made subject to Supplemental Declarations pertaining solely to the Unit of Vintage Oaks established by a Supplemental Declaration. The Units that constitute the Grove are **Unit 15**, as described on the plat recorded as Document No. 201206016339, in the Official Public Records of Comal County, Texas; **Unit 18**, as described on the plat recorded as Document No. 201806005052, in the Official Public Records of Comal County, Texas; **Unit 24**, as described on the plat recorded as Document No. 201906011302 in the Official Public Records of Comal County, Texas; **Unit 27**, as described on the plat recorded as Document No. 202006030773 in the Official Public Records of Comal County, Texas; and **Unit 29**, as described on the plat recorded as Document No. 202106018739 in the Official Public Records of Comal County, Texas, inclusive. Future Units may be added to the Grove, in which case these Design Guidelines will be applicable to that Unit upon recording of the Supplemental Declaration which identifies such Unit as being within the Grove. Neither the Declarant, Association nor the Architectural Review Board shall be required to amend these Design Guidelines in order for these Design Guidelines to be applicable to future Units of the Grove.

2.0 Architectural Review Board (ARB) Organization & Review Authority

The ARB consists of members who have been appointed by the Declarant. The Declarant has a substantial interest in ensuring that improvements within The Grove development maintain and enhance the Development, and as a consequence thereof, the ARB acts solely in Declarant's interest and shall owe no duty to any other Owner or to the Property Owners Association of Vintage Oaks, Inc. (the "**Association**").

Article 9 of the Declaration includes procedures and criteria for the construction of improvements within The Grove community.

The ARB has full discretion to approve/request revisions to plans, elevations & materials to ensure a high quality presentation consistent with the Development.

2.01 Scope of Responsibility

The ARB has the following responsibilities:

(a) Evaluating each of the plans submitted by an Owner for adherence to the Amended and Restated Design Guidelines
(b) Approving all Improvements prior to construction
(c) Monitoring the design and construction process in order to ensure conformance with the Declaration, Supplemental Declaration and the Amended and Restated Design Guidelines
(d) Interpreting the Declaration, Supplemental Declaration and the Amended and Restated Design Guidelines
(e) Approving all modifications to existing Improvements, including, but not limited to, walls, fences, material replacements, renovations, additions and landscaping
(f) Variances:

(i) A variance from compliance with these Design Guidelines, the Declaration, or an approved Architectural Review Application may be requested by an Owner or Builder, and shall be requested in writing to the ARB. An Owner or Builder shall seek a variance before any modification, alteration, or deviation from an approved design or construction is executed. Any such modification, alteration or deviation must be approved in writing by the ARB in advance of any work done pursuant to the variance requested.

The ARB may, but does not have a duty to, consider granting a variance for such modifications, alterations or deviations after the fact. However, if the ARB denies such a variance, the ARB reserves the right to require any Owner to restore their Lot to its previous and/or approved condition in the event un-approved Improvements or modifications are constructed thereon. The ARB may, from time to time, grant variances in accordance with Section 9.7 of the Declaration. The ARB will grant or deny the variance request in writing. No variances are allowed unless the Owner or the Builder has received a written notice of approval from the ARB. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

Improvements installed or constructed on a Lot pursuant to a variance are generally approved for the useful life of such Improvements, but such approvals are not permanent, and upon total replacement of any Improvement constructed pursuant to a variance, the Design Guidelines and standards in place at the time of replacement will apply. For example, a fence installed in a style which is non-compliant with the Design Guidelines, but is permitted due to a variance granted by the ARB, may be maintained upon the Lot for the life of the fence. However, upon total replacement of such fence, the replacement fence must comply with all standards and Design Guidelines in effect at the time that the plans for the replacement fence is submitted for ARB review. Owners must request an additional variance if the replacement fence or other Improvements does not

comply with all current Design Guidelines and standards. The ARB reserves the right, in its sole and absolute discretion, to grant a variance on a permanent basis. Such permanent status must be directly expressed in writing in the variance instrument itself, which shall be Recorded in the Official Public Records of Comal County, Texas. Such permanent variances shall apply only to variances from the Design Guidelines or relating to construction of Improvements on a Lot.

3.0 Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within The Grove, including, but not limited to, federal, state, county and local requirements and universal building codes, if adopted. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement which may be applicable to a Lot within The Grove. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ARB for approval. Furthermore, approval by the ARB should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot.

The ARB shall bear no responsibility for ensuring plans submitted to the ARB comply with any Applicable Law. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner's Lot.

4.0 Interpretation

In the event of any conflict between these Amended and Restated Design Guidelines and the Declaration, the Amended and Restated Design Guidelines shall control. Capitalized terms used in these Amended and Restated Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in the Declaration.

5.0 Amendments

During the Development Period, the Declarant, acting alone, may amend these Amended and Restated Design Guidelines. Thereafter, the ARB may amend these Amended and Restated Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Comal County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Amended and Restated Design Guidelines and every amendment thereto.

6.0 Architectural Review Overview

6.01 Objective

The objective of the architectural review process is to promote aesthetic harmony in the community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design, while ensuring homes conform to the residential character of The Grove and the Development.

6.02 Responsibility for Compliance

Each Applicant is responsible for ensuring that all of the Owner's representatives, including the Applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of

and operate within these Amended and Restated Design Guidelines and all requirements imposed by the ARB as a condition of approval.

6.03 Submittals, Approval and Review Fees

Requests for approval of proposed new construction, landscaping, or exterior modifications must be made by submitting the information and materials outlined in the Plan Review Process, set forth herein. No Improvements may be commenced until the Owner has received a written "Approval" from the ARB. The ARB may adopt a schedule of fees for plan review.

6.04 Renovation / Additions to Existing Structures

All renovations, additions, or improvements to existing structures shall be approved by the ARB. The Owner shall submit an application showing the nature of the construction and/or modification to be performed with the review fee, if any.

6.05 Inspection

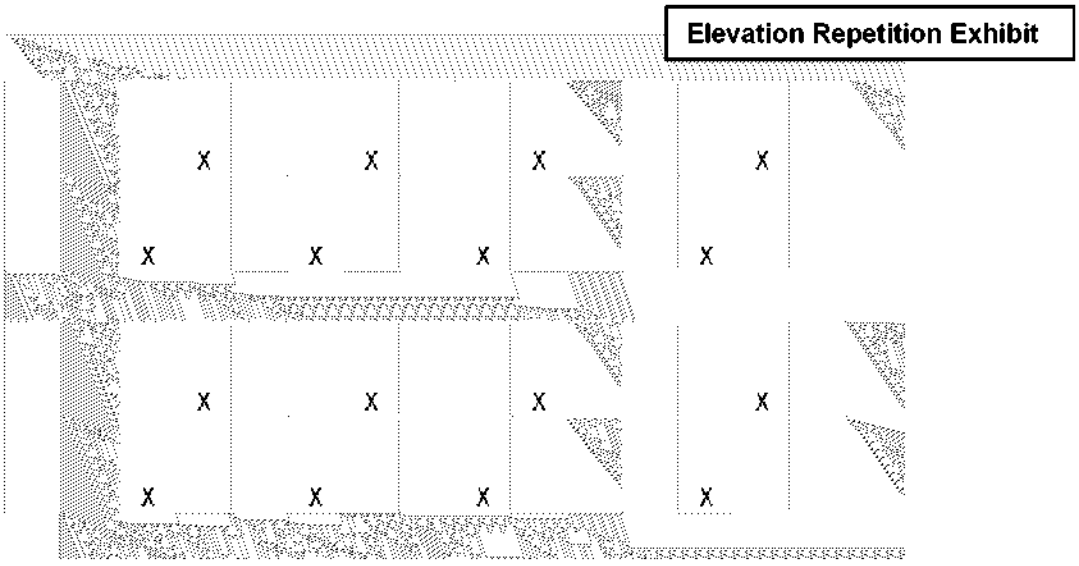
Upon completion of all approved work, the Owner must notify the ARB. The ARB may inspect the work at any time to verify conformance with the approved submittals.

7.0 Architectural and Aesthetic Standards

7.01 Elevation Repetition

The ARB may, in its sole and absolute discretion, deny plans with repetitive elevations, as detailed below. The ARB may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other. For example (see "Elevation Repetition Exhibit" below):

- There must be two homes in between homes with the same elevation on the same side of the street.
- The same elevation cannot repeat on the lot directly across the street.
- The same elevation cannot be located immediately behind on corner lots.



Elevation Exhibit A. Repetitive elevations must have two lots inbetween, not directly behind or diagonal across corners.

7.02 Brick Color and Masonry Stone Repetition

The ARB may, in its sole and absolute discretion, deny plans with brick or masonry that are substantially similar (same color and pattern) to a home on a Lot in close proximity. The ARB may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other. For example:

- There must be two homes in between homes of the same brick or masonry.
- Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry.

7.03 Exterior Siding and Masonry

All building materials must be approved in advance by the ARB, and only new building materials (except for antique brick if approved in writing) may be used for constructing any Improvements.

- Exteriors. The exterior of each primary residence on a Lot shall be constructed of a certain minimum of masonry construction as set forth on the Amended and Restated Design Guidelines table below.

	Masonry Requirements
Description	
Front facade	**First and second floor: 100% masonry, minimum of 2 materials, not to exceed 80% of one material**
Sides	**First floor 100% masonry** **Second floor minimum masonry wrap 5'**
Rear	**First floor 100% Masonry**

- Material Choice: Masonry, as used herein, consists of brick, stone, cultured stone or stucco or other similar products approved by the ARB. Hardi-Plank and other cementitious materials, with the exception of Hardi-plank with a stucco finish and LP® Smartside® with CarrerraStucco™ finish, are not considered masonry. However, in areas where it is not structurally feasible to support brick, stone or stucco, then cementitious siding products may be used only if approved in writing by the ARB. Any exterior wall facing a street shall be brick, stone, masonry, stucco, or another material approved in advance by the ARB.

- Exclusions. Roofs, eaves, soffits, windows, doors, garage doors and trim work are not required to be constructed of masonry.

7.04 Exposed Foundations

Street-facing foundations (front and sides outside of yard fencing): Any foundation extending beyond 24" of the finished grade must be concealed, as described below.

  - Brick/Stone Elevation: drop lugs and extended stone/brick to required height above grade
  - Stucco Elevations: texture/plaster & paint to required height above grade

Any exposed foundation within yard fence must be textured and/or plastered.

7.05 Projections

All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, porches, railings and exterior stairways must match the color of the surface from which they project, unless otherwise approved by the ARB.

Prohibited Elements:

- Wood shake siding (wood siding accents may be permitted if approved by the ARB)

- Highly reflective finishes on exterior surfaces (other than non-mirrored glass or on surfaces of hardware fixtures)
- Mirrored glass
- Vivid/bright colors

7.06 Color Palette

All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. More specifically, earth tone is a color scheme that draws from a color palette of browns, tans, warm grays and greens. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in dirt, moss, trees and rocks. The ARB may, in its sole discretion, approve other color schemes so long as such colors compliment the subdivision.

7.07 Square Footage

The minimum square footage for each permitted residence is 2,100 square feet. For the purpose of calculating total square footage, open or screened porches, terraces, patios, decks, driveways, garages and walkways shall be excluded.

Variances. The ARB may, at its sole discretion, approve variances to the minimum and maximum square footages allowable on different Lot products.

7.08 Building Height

Proposed heights must be compatible with adjacent structures and be compatible with existing or anticipated structure heights on Lots located above or below the Lot on which the proposed residence will be constructed and must be approved in writing by the ARB, prior to commencement of construction.

Structure Height. Unless otherwise approved in advance by the ARB, no building or residential structure may exceed thirty-eight feet (38′) in height as measured as the vertical distance between the finished floor elevation at any point within the structure and the highest ridge, peak or gable (exclusive of chimneys and ventilators).

Eaves. In addition, the height of any eave on any structure may not exceed thirty-four feet (34′) above the natural grade (as measured from the center point of the home finished floor elevation) at any point on the exterior wall of the residence, unless approved in advance by the ARB.

Views. Views are neither guaranteed, preserved, nor protected within The Grove.

7.09 Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the ARB, prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the ARB.

Accepted Roof Pitch: The roof pitch of the primary residence erected on a Lot must be appropriate for the style of the home with a pitch of no less than 6:12 unless otherwise approved in advance by the ARB. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the ARB.

Accepted Roof Materials: Roofing materials shall be limited to previously-approved earthen colored non-reflective metal, tile or 3-dimensional composition shingles with a rating of 25 years or more that conform to or exceed applicable local, FHA and VA requirements.

Energy Efficiency Roofing. In addition, roofs of buildings may be constructed with "**Energy Efficiency Roofing**" with the advance written approval of the ARB. For the purpose of the Section, "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.
The ARB 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 the Restrictions. In conjunction with any such approval process, the Owner should submit information which will enable the ARB to confirm the criteria set forth in this Section.

Chimneys. Chimney style must be appropriate for the style of the home and may be brick, stone or stucco matching with the same permitted colors and materials as permitted on the body of the house.

Other Materials. Any other type of chimney or roofing material shall be permitted only with the advance written approval of the ARB.

Prohibited Elements:

- Mansard, gambrel, galvanized metal, or chalet roofs
- Flat roofs (less than 6:12)
- Non-dimensional or three tab composition shingles
- Shed roofs except as incidental to the main roof
- Glossy metal and/or reflective materials or bright colors
- Natural, green, black or silver Galvalume
- Roof vents on the front plane of the home
- On corner Lots Builder will make every effort to not install roof vents on street side of homes (unless prior written approval obtained)
- Stove-pipe chimneys, prominent chimneys or other random roof penetrations
- Vents or skylights facing the street
- White or bubble skylights

7.10 Driveways

The design, construction materials, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the ARB.

- Width. All driveways must accommodate the off-street parking for two vehicles without encroaching the street.
- Length. Other than the flair in the driveway necessary to connect to the garage, the minimum length of a driveway is seventeen feet (17') from the curb (to allow for connecting radius to street) unless otherwise required by the City of New Braunfels or approved by the ARB.
- Setbacks. All driveways must be at least five feet (5') from adjacent property lines.
- Finishes. All driveways shall be surfaced with concrete, stamped concrete or concrete pavers. Concrete finish must be brushed unless otherwise approved by the ARB. Asphalt and painted concrete driveways are prohibited.
- Features. Drives shall intersect the street at as close to 90 degrees as possible. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage. Each Lot is permitted only one driveway access from the street. Driveways on corner lots abutting a cul-de-sac and another roadway must access off the cul-de-sac.

- Raised Driveway. If the driveway is raised significantly above finished grade (which will be determined by ARB in its sole and absolute discretion), the exposed sides of the driveway must be underpinned (parged). When practical, landscaping to screen the raised area is recommended, upon approval in writing by the ARB.

7.11 Garages

All plans, designs, colors and materials for garage doors must be approved in advance of construction by the ARB.

- Enclosed Garage. Improvements constructed on each Lot must include a private, enclosed garage capable at all times of housing at least two (2) standard size automobiles.

- Features. Interior walls of all garages must be "finished" (sheetrock and painted at a minimum). Each garage shall have garage doors that are wired so as to be operated by electric door openers and automatic door openers are required for all garage doors.

- Garage Doors. Garage doors must be raised panel, decorative carriage-style metal doors with hardware, painted to match the body color of the home and be as unobtrusive as possible. Acceptable garage door styles are included in Attachment 5 herein

7.12 Storage of Recreational Vehicles & Equipment

Owner recreational vehicles (RV's and motor homes) may be kept on the Property as long as they are parked only in garages serving the Lots. Guests visiting in recreational vehicles may park the visiting recreational vehicle in the driveway of a Lot for a period not to exceed seven (7) days with a visitor's parking permit, which may be obtained from the property manager. The parking of RV's in Owner driveways shall not displace Owner vehicles by parking them in the street, which is prohibited in The Grove. (Refer to *Section 10.4(a)* of the Declaration).

- Prohibited Elements:

    - Carports unless there is a detached garage behind the rear elevation of the house
    - Open (not enclosed) automobile storage

7.13 Exterior Lighting

Exterior lighting must be approved in advance by the ARB.

- Brightness. No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed. No exterior lights may be operated or used in such a manner as to constitute a nuisance or unreasonably disturb other Owners. Bright exterior lights should not be left on throughout the night. Security lighting should be motion-activated.

- All exterior lights shall consist of fixtures that prevent light from escaping through the top and sides of the fixture. Down lighting is encouraged to reduce glare, better light drives and paths, and to protect neighboring properties from bright light sources.

- All path and landscape lighting must consist of low voltage lamps. Path and landscape lighting shall have a maximum height of 36".

- House Number. The number of exterior light fixtures for the residence and the landscape may be limited in order to prevent excessive lighting. However, a minimum of one exterior light must be installed at the front entry and both sides of the garage door(s). When the lighting is being installed on the site, a night time inspection and written approval may be required prior to final installation.

Prohibited Elements:

- Use of other-than-white or color corrected high intensity lamps and exterior lights (except holiday lighting which may not be installed more than twenty-one (21) days before a holiday and must be removed no more than fourteen (14) days after the holiday).
- Sodium, mercury vapor, or bare HID yard lights.

7.14 Setbacks

Applicable setbacks are set forth on the table below.

Minimum Yard Setbacks	
Front Yard	**Twenty** feet
Garage Door(s)	**Twenty** feet (such that driveway is twenty feet)
Street Side – Corner Lots	**Fifteen** feet
Side yard (interior Lot)	**Five** feet
Rear Yard	**Fifteen** feet

Pools, patios, etc. are allowed within the rear setback. Vertical structures are not allowed in the rear setback.

7.15 Address Markers and Mailboxes

Address markers must be readily visible from the street. The painting of addresses on the curb is not allowed. Centralized mailbox units will be provided in the community for mail pick-up and delivery. No individual mailboxes are permitted.

7.16 Satellite Dishes and Antennas

The requirements for the installation of Satellite Dishes and Antennas are set forth in the Declaration.

7.17 Solar Energy Devices

The requirements for the installation of Solar Energy Devices are set forth in the Declaration.

7.18 Signage

Any and all desired signage must be approved by the ARB prior to production.

Certain signage restrictions may be set forth in the Declaration. Further, the Declaration permits Declarant to erect and maintain advertising signs as may be necessary or convenient for the marketing and development of the Lots in The Grove.

Upon written approval from the ARB, a Builder may be permitted to produce, erect and maintain such signs, flags and banners by submitting along with the application for approval the location, size, number, design and other features of the signs, flags and banners requested. If approved, such signs, flags and banners must be removed immediately upon sale of the Lot(s) for which the signs, flags and banners were displayed. Approval by the ARB shall not relieve Builder from the obligation to apply for and obtain any other governmental permits before erecting and maintaining such signs, flags or banners in the Development Area.

Specifically-designed Builder signs (AVAILABLE/PURCHASED) may be placed on a Lot as per the following;

- Each Builder may place a total of 10 approved Builder Identification/AVAILABLE signs on vacant Lots at any one time
- An approved Builder Identification/PURCHASED sign may be placed on any Lot/spec home that has been contracted
- Each Builder may place an approved MODEL COMING SOON sign in front of a Model Home (defined herein) once construction has commenced on lot
- Each Builder may place an approved MODEL HOME sign in front of Model Home once it is substantially completed, as determined in the sole and absolute discretion of the ARB
- Declarant will install corner lot number identification signs on each property

Artwork for BUILDER IDENTIFICATION, AVAILABLE/PURCHASED, MODEL COMING SOON and MODEL HOME signs are displayed on the "Sign Specifications" attached hereto as Attachment 3 and incorporated herein by reference.

Signage is limited to Builders only. Subcontractor signs are not allowed on the Properties. Any additional signage or displays found on the Properties may be removed at any time without warning.

All Builder signs shall be placed parallel to the road on the front property line at the center of the Lot. No more than 1 sign may be located on any lot at one time. Signs must be standing upright and well presented at all times.

"Take One" boxes/flyer boxes are prohibited.

7.19 Generators

A. ARB Approval Required

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the architectural review authority under the Declaration (the "ARB").

B. Generator Procedures and Requirements

1. Application. Approval by the ARB is required prior to installing a Generator. To obtain the approval of the ARB for a Generator, the Owner shall provide the ARB with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "Generator Application"). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The ARB is not responsible for: (i) errors or omissions in the Generator Application submitted to the ARB for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

(xiii) Generators must be screened from view; this can be achieved through landscaping (minimum of thirty-six (36") tall plants at the time of installation, or masonry wall (same masonry as residence). No wall may exceed five (5') feet.

3. Process.

Any proposal to install a Generator 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 the requirements set forth in this Generator Policy when considering any such request.

4. Approval.

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

7.20 HVAC, Equipment, and Noise-generating Equipment Screening

Utility machines, HVAC machines and compressors, and any other noise-generating equipment shall be screened from view by privacy fencing or a living screen that are composed of materials that have been approved in advance by the ARB.

8.0 Landscape Guidelines

8.01 Landscaping

General landscaping guidelines for each Lot are set forth below. Notwithstanding the subsequent provisions, the installation of drought-resistant landscaping or water-conserving turf on a residential lot, which is a landscaping procedure known as xeriscaping ("**Xeriscaping**") will be allowed in certain instances with the advance approval of the ARB. All landscapes and landscaping must be approved in writing prior by the ARB prior to installation. An approved list of plants and turf is set forth on the Plant List on Attachment 4.

(a) Plans. Detailed landscape plans for each Lot must be submitted to the ARB for consideration at least thirty (30) days before installation is planned. No significant (*i.e*, major changes in the plant list, plant and plant bed locations, plant count, hardscape design, materials) revisions may be made to approved plans without submission to, and further approval by the ARB of the revised plans. Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties. Hardscape elements in the landscaping must be in scale with the home and associated structures. Builders may submit a generic landscape plan that meets the requirements and does not have to be Lot specific.

(b) Materials. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grasses which are commonly used in Comal County, Texas for landscaping purposes and which are approved in advance by the ARB. Grass shall be Buffalo, Bermuda or another drought tolerant turf unless otherwise approved by the ARB. A minimum of two (2) trees (located in the front or side yards but not including individual palms) and a minimum of eight (8) plants must be planted on each Lot and must screen most of the exposed foundation. Trees must have a minimum caliper of 2.5". Where possible, Builder is encouraged to preserve existing trees. On any specific Lot, Builder will be credited a required tree if a tree of similar or greater size is preserved on the same side of home (i.e., a preserved tree in the front lot of home A = a credit for a required tree on the front lot of home A). An emphasis should be placed on utilizing native plants that are drought tolerant as well as deer resistant. A minimum of 2" of mulch is required for all shrub and bed areas. Turf grass shall have a minimum of 4" of native soils or improved soils. Caliche is not considered soil. An Owner must plant grass within three (3) days after top-soil for planting grass has been delivered to the Lot. Artificial turf is permitted, but plans must be approved by the ARB before installation to ensure standards of quality of product and installation are met.

(c) Installation and Maintenance. Landscaping of new homes must be installed within thirty (30) days of completion and in any event, landscaping in accordance with the approved plans shall be completely installed prior to occupancy of a residence. Modifications of existing landscaping must be completed within fourteen (14) days of commencement. Extensions to the time limit may be granted by the ARB but may require a deposit. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times.

(d) Gardens; Sculptures and Fountains. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the ARB. Sculptures and fountains are subject to approval by the ARB. No fruits or vegetables shall be grown in any yard that faces a street.

(e) Reservation of Future Approvals. The ARB reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the residence and associated landscaping.

(f) Prohibited Elements.

(1) Rock, other than crushed granite as a ground cover (unless approved in advance by the ARB)
(2) Un-naturally colored mulch
(3) St. Augustine grass

8.02 Tree Protection

Protection and preservation of trees is of significant importance to the aesthetics of the community and the environment of The Grove.

(a) Vegetative Fencing. Whenever possible and economically feasible, all trees should be preserved and protected during construction with vegetative fencing.

(b) Tree Removal. As used herein, the "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of improvements as defined by the setbacks of the Lot. A "Specimen Tree" is defined as a tree that is healthy and with a uniform canopy, excluding Junipers and Mesquite. In the area outside the Building Envelope, a Specimen Tree that is 9" or larger in diameter measured 24" off the ground must be flagged and approved in writing by the ARB prior to removal.

(c) Oak Wilt. Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of oak wilt. Specific requirements include:

- Tree pruning tools and blades shall be sterilized prior to and between cutting any oak trees.
- Oak tree pruning is discouraged from February 1st to June 15th.
- Pruned trees and/or wounds shall be immediately protected within fifteen (15) minutes of cutting or damage using tree paint (approved example: Treekote Tree Compound).
- All firewood shall be neatly stacked.

8.03 Irrigation

(a) Requirements. Programmable irrigation systems must be installed on front and side yards. All irrigation systems must be installed and maintained pursuant to any state or local water requirements, including any applicable Texas Commission on Environmental Quality ("TCEQ") regulations.

(b) Backflow Prevention Device. Each Owner is advised that TCEQ regulations require the installation of a backflow prevention device at any connection to a public drinking water supply. If a backflow prevention device is required, the Owner will be obligated to have performed a yearly inspection by a licensed TCEQ Backflow Prevention Assembly Tester.

(c) Drip Systems. The use of drip irrigation is encouraged. Irrigation sprinkler systems must uses heads that emit large drops rather than a fine mist. All irrigation systems shall be zone based on plant watering requirements.

(d) Drought Management Plans. Drought management plans may be implemented, as necessary, by the ARB.

8.04 Rainwater Harvesting Systems

For owners who seek to add a Rainwater Harvesting System on their Lot, the requirements for the installation of Rainwater Harvesting Systems are set forth in the Declaration.

8.05 Landscape Inspection

The ARB may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

8.06 Drainage

No structures, fences, walls or other obstructions that impede drainage shall be placed within the limits of the drainage easements shown on the Plat. No landscaping or other type of modifications which alter the cross-sections of the drainage easement, as approved, shall be allowed without the approval of the Director of Public Works. The City of New Braunfels and Comal County shall have the right to ingress and egress over an Owner's adjacent property to remove any impending obstructions placed within the limits of the drainage easements and to make any modifications or improvements within said drainage easement. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the ARB. Plans submitted to the ARB for approval must indicate thereon an erosion control plan to be instituted during the construction of any residence on the Lot. The Owner of the Lot will be obligated to maintain and keep such approved erosion controls in good condition and repair. The erosion controls must be removed when the residence constructed upon the Lot is capable of occupancy for residential purposes.

(a) Site Drainage. Responsibility for proper site drainage rests with the Owner. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

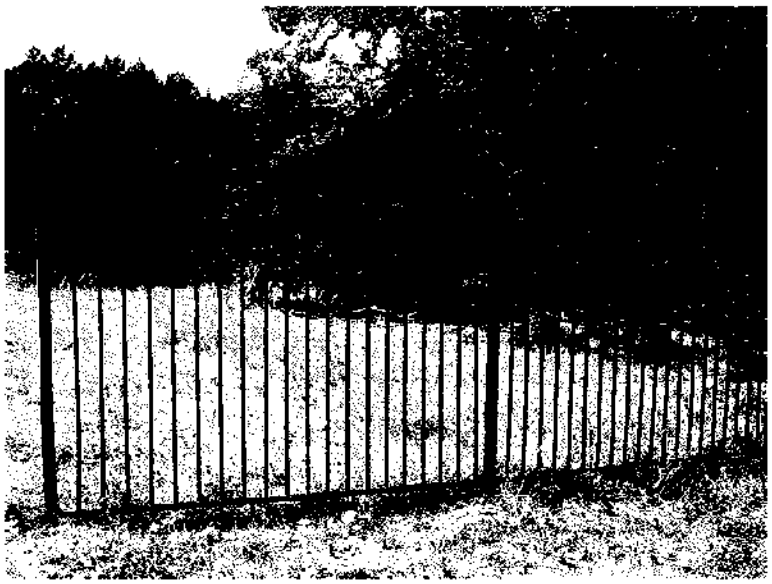
(b) Area Drains. No area drains are allowed to extend through the curb, and any area drain opening must be behind the curb within the Lot and cannot extend to the street or right-of-way.

8.07 Fencing and Walls

Each home must have a privacy fence that encloses HVAC and the rear yard. Fence will begin at the side of the residence at approximately fifteen (15) feet from front elevation. Builder will use discretion to accommodate windows, ensuring HVAC is always concealed by a fence and that the fence line adjoins neighboring home fence line consistently.

All fences in the community must conform with the following:

(a) Greenbelt Lots. The rear lot line of Lots backing to greenbelt will be 6′ black powder coated metal fence as shown in the following exhibit:



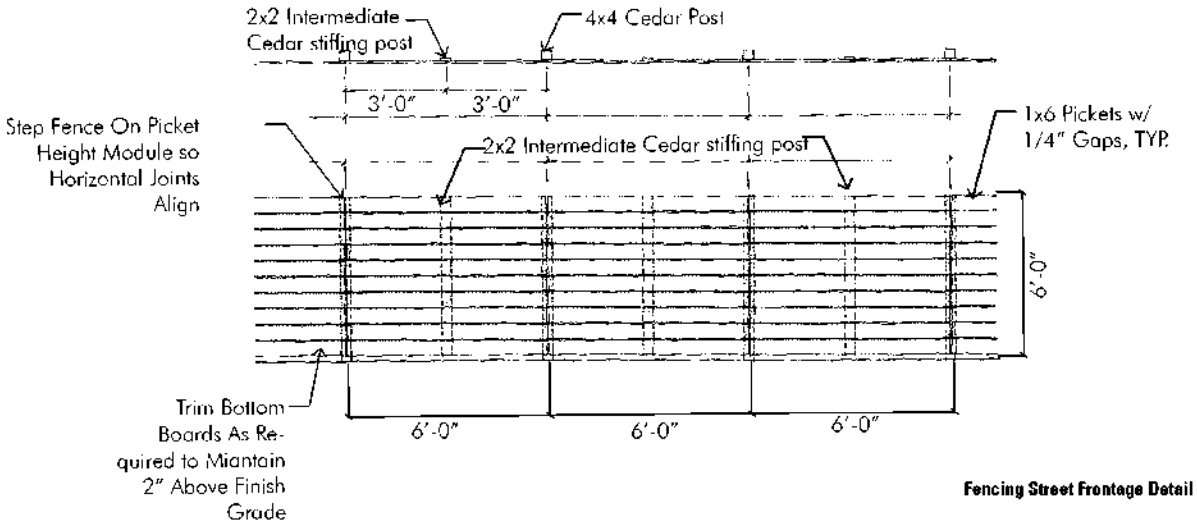
For clarification as to what Lots may have this fence along rear lot line, refer to Attachment 4 herein.

(b) All other lots will have The Grove horizontal cedar fencing. Fence is a 6' high #1 rough grade cedar fencing stained with two coats of Semi-transparent Cape Code Gray MSDA from Standard Paints or a comparable brand. All connections are to be galvanized, bottom picket to be field cut to slope at 2" above finish grade. 4x4 treated cedar posts @ 6' o.c. on concrete foundation with 1 x 4 cedar stiffner on backside equally spaced between posts. Enhanced fence to receive 1 x 6 fascia on front side of posts. Posts shall be centered on wall caps at grade divides.

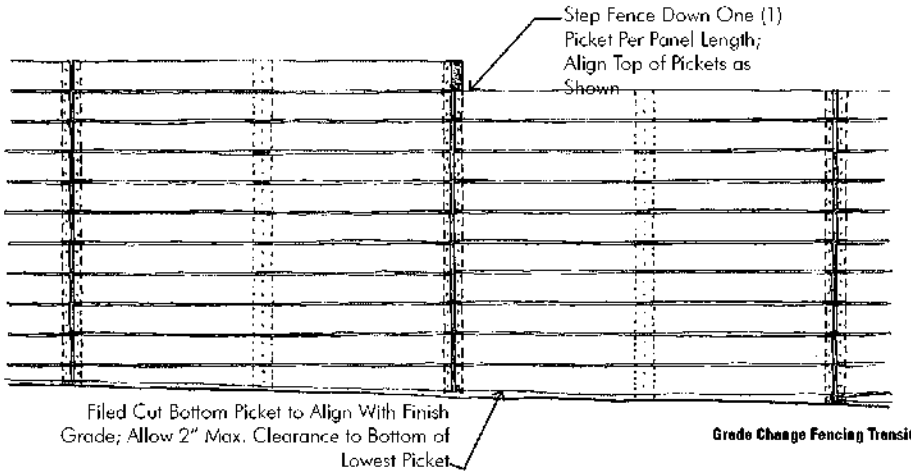
Any fence facing a public street or public area should always show the 'good side' towards the street or public area.

Given the horizontal nature of the fencing planks, special care should be taken when joining a new fence with an existing one. Construction should always begin with the existing fence to ensure that the existing and new horizontal planks line up and create a seamless transition.

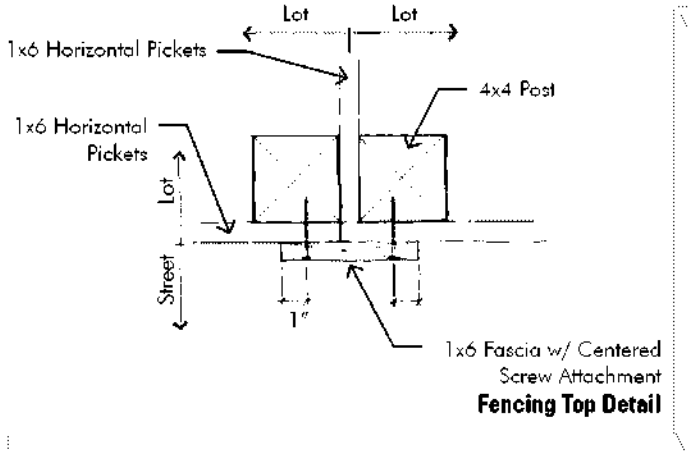
The materials, height, location and construction of all fences must be approved in advance by the ARB.



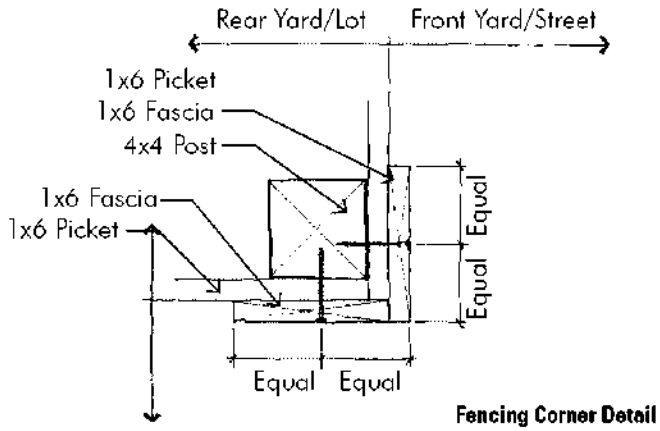
Fencing Street Frontage Detail



Grade Change Fencing Transition



Fencing Top Detail



Fencing Corner Detail

(c) Obstruction of Site-Lines Prohibited. No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between 3 and 6 feet above the roadway shall be allowed on any corner Lot within the triangular area formed by the street right-of-way lines and a line connecting them at points ten (10) feet from the intersection of the street right-of-way lines, or in the case of a rounded property corner, from the intersection of the street right-of way lines, as extended. The same sight-line limitations apply to a Lot within ten (10) feet from the intersection of a street right-of-way line with the edge of a private driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.

(d) Security Fencing: Except as allowed in the Association's Pool Enclosures and Security Measures Policy, no fencing is allowed in front of a dwelling; all fence perimeters may begin on the front corner of a home and then extend laterally to the side property line.

8.08 Pools, Spas and Hot Tubs

An application must be submitted to the ARB in conjunction with the review of any application for any proposed swimming pool, spa, or hot tub. The materials, location and construction of all pools, spas and hot tubs must be approved in advance by the ARB.

(a) In Ground. Swimming pools and accompanying spas shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the dwelling. All exposed concrete on "Infinity Edge" swimming pools must be properly screened through the use of landscaping and no more than three (3) feet of exposed concrete may be visible. Self-contained above-ground hot tubs require approval by the ARB.

(b) Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the ARB and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.

(c) Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the lot lines and building setbacks.

(d) Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot or drainage easement.

(e) Construction Deposit. A construction deposit is required for all swimming pool, spa or hot tub construction (except for any Builder that has already provided a construction deposit for the construction of the home).

(f) Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the ARB in the case of greenbelts/open spaces.

(g) Swimming Pool Enclosures. The term "swimming pool enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet in height and is designed not to be climbable. An Owner must submit any request to install a swimming pool enclosure in accordance with these Design Guidelines for approval. The ARB will apply its architectural requirements to the request; however, the ARB may not deny an Owner's request to install a swimming pool enclosure if the swimming pool enclosure conforms to Applicable Law or local safety requirements and the swimming pool enclosure is black in color and consists of transparent mesh set in metal frames.

8.09 Accessory Structures

The location and appearance of outbuildings shall be submitted and approved by the ARB prior to construction. Outbuildings must be architecturally compatible with the main residential dwelling with exterior materials and roofs matching the main residential dwellings. All outbuildings shall be within the building setback lines.

8.10 Clothesline

There shall be no outdoor clothesline on any lot.

8.11 Playscapes, Trampolines and Sport Courts

Due to the high density of the Grove, playscapes, recreational equipment, such as but not limited to, or sport courts, and trampolines must be approved in writing by the ARB prior to the commencement of construction or placement.

Features. If permitted, these facilities must be properly sited and screened so as to minimize the visual and audio impact of the facility on adjacent properties. Special attention will be placed on color schemes and on the visibility of the equipment from the street and neighboring Lots.

Plans. Plans for playscapes and sport courts must be drawn on an accurate copy of the site plan and must include proposed screening.

Prohibited Elements.
Direct or indirect lighting of the playscape, trampoline or sport court.
Due to the density of the area in the Grove, large non-permanent sports equipment or permanent equipment such as basketball goals are not permitted.

Netting enclosures (except safety netting around a trampoline). Playscapes, trampolines and sport courts may not be lighted or enclosed with tennis court netting.

8.12 Propane Storage Tanks

Propane storage tanks must not be visible from the road and must be buried in the ground or fully screened with masonry walls matching the masonry of the dwelling. Propane tank location and screening must be approved by the ARB prior to installation.

9.0 Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities within The Grove. **It is the responsibility of all Owners and/or contractors to adhere to State and Federal stormwater runoff protection and prevention requirements that may be applicable to their construction activities and to obtain proper permits as may be required.** Periodic inspections by a representative of the ARB may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

9.01 Erosion Control Installation and Maintenance

Upon written approval by the ARB, it is the responsibility of the Owner to install erosion control measures prior to the start of construction and to maintain the measures throughout construction.

(a) Silt Fencing. Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site.

(b) Sediment Removal. Built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately. If for any reason the silt fence is to be temporarily removed, a representative of the ARB must be contacted prior to the removal.

9.02 Security

Neither the ARB, the Association, nor the Declarant shall be responsible for the security of job sites during construction. If theft or vandalism occurs, the Owner should first contact the Comal County Sheriff's Department and then notify the ARB.

9.03 Construction Hours

Unless a written waiver is obtained from the ARB, construction may only take place as follows:

- Hours. Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays from 9:00 a.m. until 6:00 p.m.
- Holidays. There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.
- Waivers. Waivers may be given for the pouring of concrete slabs during the summer months.

9.04 Construction Regulations

- Every effort must be made to minimize pavement and curb damage and mud on streets during construction. Builder is responsible to repair any pavement damage and to maintain clean streets in front of their Lots.

- All construction personnel shall adhere to the posted speed limits.

- Consumption of alcoholic beverages or the use of a controlled substance by construction personnel on Vintage Oaks property is strictly prohibited.

- Playing of loud music by construction personnel is strictly prohibited. The use of radios or other audio equipment must not be audible beyond the property perimeter of any home site in Vintage Oaks.

- No one under the age of 16 or pets shall be permitted at any construction site, except those children and/or pets of the Owner or the Owner's guests.

- Builders shall insure that tall grass and noxious weeds are periodically cut during construction to minimize spreading throughout the Development.

- The Owner and Builder will be held financially responsible for the cost of any damage, site restoration/re-vegetation or refuse/brush removal on any and all adjacent properties or roadway rights-of-way resulting from the trespass or negligence by their employees or subcontracted agents.

9.05 Fire Protection

- A minimum of three 10-pound ABC fire extinguishers shall be easily accessible on any construction site at all times and may be located at the Builder Construction Office or Model Home.

- A minimum 5/8" diameter water hose connected to a minimum 3/4" diameter water supply shall be ready for immediate use to any area of any construction site.

- The hose and water supply must be in place prior to the use of any flame or welding equipment and before delivery of any combustible materials to any construction site.

- Smoking is prohibited except inside a vehicle with an ashtray.

- No fires are allowed on construction sites at any time.

9.06 Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

9.07 Insurance

The ARB may require an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the ARB as additional insureds in an amount to be determined, from time to time, by the ARB.

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore.

- Fencing. Brightly colored construction fence must be installed before the start of construction on all side lot lines where a home is being constructed next to an existing occupied home.

- Trash Containers. Owners and Builders shall clean up all trash and debris on the construction site. Trash and debris shall be removed from each construction site on a timely basis. A trash receptacle, approved in advance by the ARB, will be located on each lot during construction. Trash receptacles must be emptied periodically, no less than once a week, and will not be permitted to overflow. Chain link fencing is not an acceptable enclosure material for temporarily containing trash. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

- No Dumping or Burning. The dumping, burying or burning of trash is not permitted anywhere in The Grove .

- Heavy Equipment and Debris. When moving heavy equipment, precautions must be taken to prevent damage to pavement, curbs, and vegetation. Track loaders are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off the construction site shall be cleaned on an as needed basis. Skid steer loaders are not to be used to clean the streets by scraping them.

9.08 Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers on or within three (3) Lots of the construction site. The chemical toilet may be placed anywhere on the Lot as long as the entry into the chemical toilet does not open into the street.

9.09 Construction Parking & Construction Trailers

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within the community. The Documents permit Declarant to maintain and locate construction trailers and construction tools and equipment within the Development Area. Upon written approval from the ARB, a Builder may be permitted to establish a construction trailer, field office or similar temporary structure by submitting along with the application for approval, a copy of the site plan with proposed locations of trailer, field office or similar temporary structure with a trash receptacle noted thereon. The trash receptacle shall be of an approved size. Such temporary structure, if approved, must be removed immediately upon completion of construction. Approval by the ARB shall not relieve Builder from the obligation to apply for and obtain any other governmental permits before moving any such construction trailer, field office, etc. onto the Development Area.

9.10 Schedule of Construction Fines

Periodic inspections by a representative of the ARB may take place in order to identify non-complying construction activities. Fine amounts will be set forth in the Fine and Enforcement Policy adopted by the Association.

10.0 Plan Review Process

The construction or installation of any Improvements, changes to existing Improvements, or the reconstruction of Improvements, will require the submission of plans and specifications for approval by the ARB before any such construction or installation activity is commenced. The ARB may waive plan and specification requirements for certain modifications or improvements at its discretion.

10.01 Submittals

The Plan Review Process includes three stages of review, plus Final Approval by the ARB:

Stage 1 – Pre-approval of standard sets of plans, elevations for multiple homes that will be allowed to be built by each builder. Alterations to the plans and plans not included in the pre-approved list must be independently approved in advance of construction.

Stage 2 – Submittal of a site plan showing the specific home on the specific lot upon which it is proposed to be built. Must show compliance with all set-backs, easements, etc. Also must show location of and material to be used for driveway, sidewalks, patios, decks, and any ancillary improvements along with house siding, roof, trim colors, and siding and trim materials.

Stage 3 – (Can be submitted during Stage 2) Diagram showing placement of required landscaping plants and any additional landscape improvements that may be specific to the particular house.

Final Approval - To obtain final approval, a completed Final Plan Application attached hereto as Attachment 2 must be submitted to the ARB, including any information or materials requested but not previously provided or submitted (can be submitted at any Stage above). Improvements on a Lot may not commence until such Final Plan Application has been submitted and executed by the ARB.

10.02 Review Timing

The ARB will attempt to review all applications and submittals within thirty (30) days after submission. Any application that is missing information, documents or the necessary deposits will be considered incomplete and will not be reviewed until all items are received. Please plan construction activities to allow sufficient time for submittals and review as outlined above, and for obtaining Final Approval prior to commencement.

10.03 Builder Compliance Deposit

A one-time Builder Compliance Deposit amount may be established and published by the ARB (the "**Builder Compliance Deposit**"). The purpose of the Builder Compliance Deposit is to assure compliance to workplace clean site standards. The Builder Compliance Deposit shall be included with the Final Plan Application. A Plan Application received without the Builder Compliance Deposit shall be considered incomplete, and may be returned to the Builder. The ARB reserves the right to change the amount of the Builder Compliance Deposit at any time without notice. The Builder can be fined for violation of the Documents and Amended and Restated Design Guidelines at the discretion of the ARB. Said fines, if any, will be deducted from the Builder Compliance Deposit, and the balance of the Builder Compliance Deposit will be refunded to the Builder upon completion of the approved construction and/or modification. If amounts, fines or charges are deducted from the Builder Compliance Deposit, Builder will deposit such sums necessary to replenish the Builder Compliance Deposit to its initial amount within ten (10) days after such amounts, fines or charges are deducted.

10.04 Model Homes

The Declaration permits Declarant to create and allow certain Lots and areas within The Grove to be used for the non-residential purpose of creating sales offices and model homes (**"Model Homes"**). A Model Home allows a Builder the opportunity to showcase a residence plan type to potential purchasers as well as maintain a sales office within The Grove. The Declarant's goal is to contain Model Homes to certain areas of each Development Area to maintain continuity and minimize disruption to the overall Development. Model Homes are not constructed to conform to the requirements of the Documents or these Amended and Restated Design Guidelines, and require certain alterations thereto, such as but not

limited to requirements regarding the construction of garages and/or driveways. NO MODEL HOME MAY BE CONVEYED TO AN OWNER WITHOUT COMPLYING WITH ALL COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH IN THE DOCUMENTS, INCLUDING THESE AMENDED AND RESTATED DESIGN GUIDELINES. At such time that a Model Home is no longer intended to be used for non-residential purposes, any Improvements undertaken to bring such Model Home into conformance with residential uses and/or compliance with the Documents MUST BE APPROVED by the ARB in writing prior to the commencement of such Improvements.

ATTACHMENT 1

MODEL "COMING SOON" SIGN



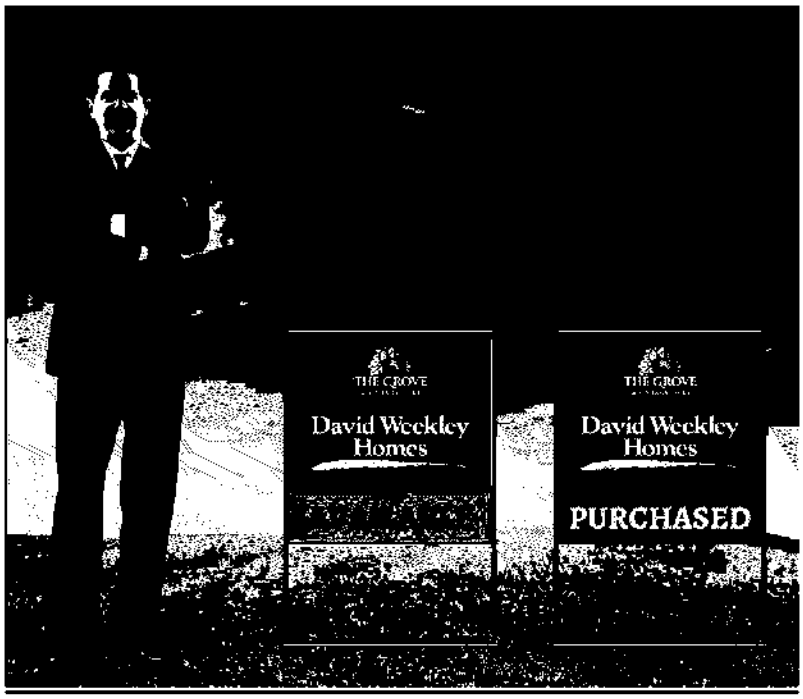
4′ x 3′ wooden sign installed on painted posts. May be produced/installed once construction commences on Model Home.

MODEL HOME SIGN



4′ x 3′ wooden sign, base wrapped with stone. Installed before opening of Model Home.

BUILDER IDENTIFICATION AVAILABLE/PURCHASED SIGNS



18" x 24" coroplast sgn with digital print and graphics as shown, inserted into custom-painted frame.

Up to 10 "AVAILABLE" signs may be placed on vacant lots
A "PURCHASED" sign may be placed on any lot/home that has gone to firm contract.

CORNER LOT IDENTIFICATION SIGNS



Declarant will install corner lot numbers on all lots

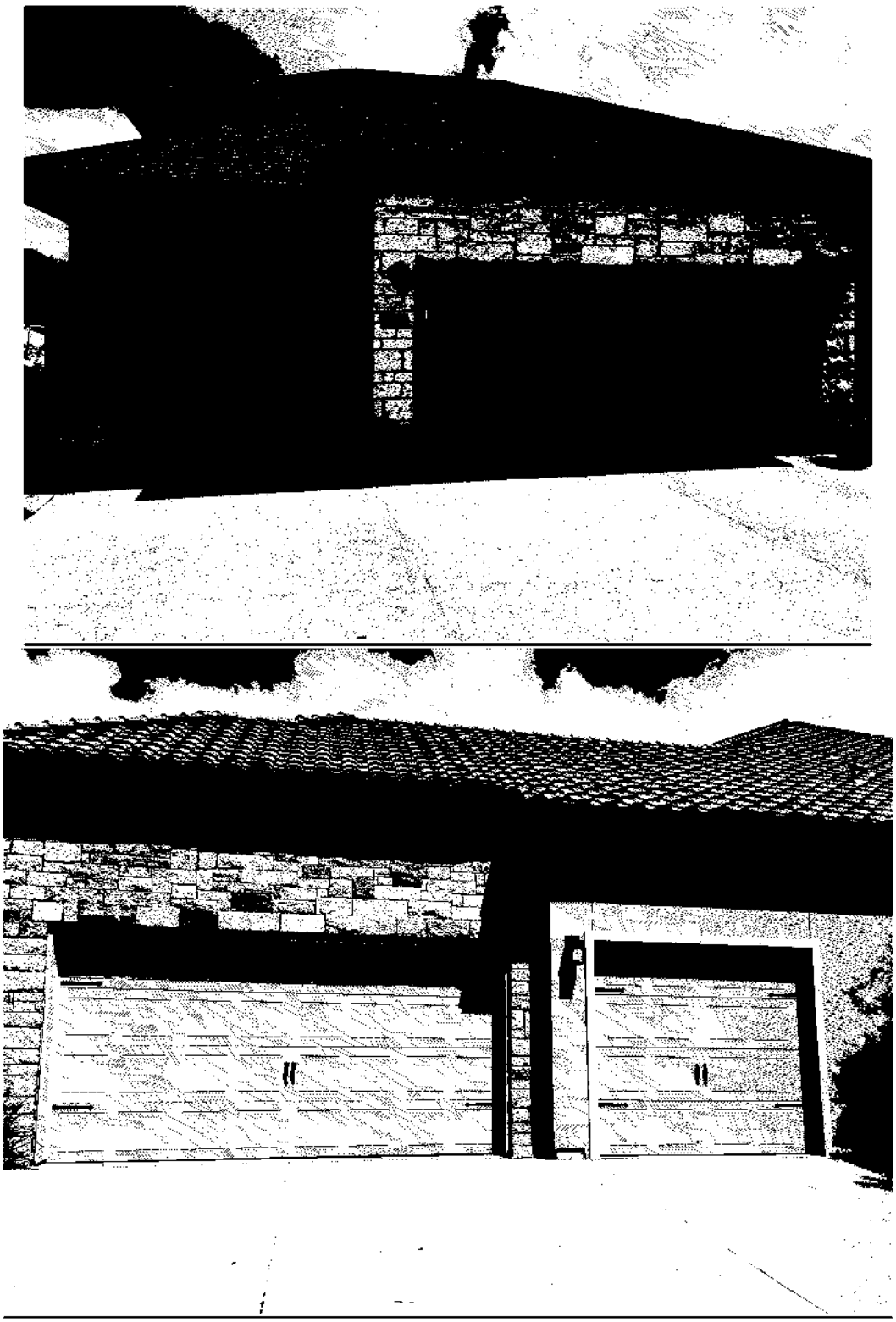
ATTACHMENT 2

REAR LOT LINE FENCE DETAIL



ATTACHMENT 3

ACCEPTABLE GARAGE DOOR STYLES



ATTACHMENT 4
VINTAGE OAKS AT THE VINEYARD – THE GROVE
TREE, SHRUB, PLANT AND TURF GRASS REFERENCE LIST

Plants identified with an asterisk (*) at the end of the common name have shown some resistance to deer grazing, however, drought conditions and other situations may cause a food shortage and all plant material may be susceptible to deer grazing.

Caution: The use of San Augustine for turfgrass is prohibited. Also, due to the prevalence of Oak Wilt found in Red Oak trees, the planting of Red Oaks is prohibited. Some native grasses and shrubs are quite hardy and prolific sprouters. Not all are desirable. One such plant is the Bacchari Neglecta, better known as the "Roosevelt Weed", and is prohibited. This shrub is known for its highly flammable nature, is extremely invasive, and it is to be removed from all Lots. For more information on managing this plant go to: https://www.landmarkwildlife.com/willow-baccharis-texas-tough/

TREES (Red Oak Tree are Prohibited)	
Botanical Name	*Common Name*
Aesculus Arguta	Texas Buckeye*
Chilopsis Linearis	Mesquite
Cercis Canadensis	Redbud
Comus Florida	Flowering Dogwood
Cornus Drummondii	Roughleaf Dogwood*
Cotinus Obovatus	Smoke Tree
Diospyros Texana	Texas Persimmon*
Fraxinus Texensis	Texas Ash
Ilex Deciduas	Possumhaw
Ilex Vomitoria	Yaupon Holly*
Lagerstroemia Indica	Crepe Myrtle
Leucaena Retusa	Goldenball Leadtree*

Prunus Mexicana	Mexican Plum
Quercus Fusiformis	Escarpment Live Oak
Quercus Macrocarpa	Bur Oak
Rhus Lanceolata	Flameleaf Sumac*
Sophora Affinis	Eve's Necklace
Sophora Secundiflora	Mountain Laurel*
Taxodium Distichum	Bald Cypress
Ulmus Crassifolia	Cedar Elm
Ulmus Parvifolia Sempervirens	Lacebark Elm
Ungnadia Speciosa	Mexican Buckeye*
Vitex Agnus-Castus	Vitex

ANNUALS, PERENNIALS & GRASSES	
Botanical Name	*Common Name*
Achillea spp	Yarrow*
Amblyolepis Setigera	Huisache Daisy
Aster Oblongifolius	Autumn Aster*
Bouteloua Gracilis	Blue Grama
Buchloe Dactyloides	Buffalo Grass
Car Ex Piano Stachys	Cedar Sedge
Castilleja Indivisa	Indian Paintbrush
Coreopsis Tinctoria	Calliopsis
Gaillardia Pulchella	Indian Blanket
Liatris	Gayfeather
Linum Lewisii	Blue Flax
Lupinus Texensis	Bluebonnet
Malvaviscus Arboreus	Turks Cap*
Melanpodium Leucanthum	Blackfoot Daisy
Melica Nitens	Three-Flower Melic
Muhlenbergia Reverchonii	Seep Muhly
Malvaviscus Arboreus	Turks Cap*
Nolina Texana	Sacahuista*
Pennisetum spp	Fountain Grass
Poliomentha Longiflora	Mexican Oregano*
Rudbeckia Hirta	Black-Eyed Susan
Salvia Coccinea	Scarlet Sage
Salvia Engellmannii	Englemann Sage
Salvia Farinacea	Mealy Blue Sage

SHRUBS	
Botanical Name	*Common Name*
Abelia spp	Abelia*
Aspidisstra Elatior	Cast-Iron Plant*
Anisacanthus Wrightii	Flame Acanthus*
Aucuba japonica	Japanese Aucuba*
Berberis Thunbergii	Redleaf Barberry*
Berberis Trifloliolata	Aagarita*
Buxus Microphylla	Boxwood*
Cotoneaster Dammeri	Coral Beauty Cotoneaster*
Elaegnus spp	Elaegnus*
Fatsia japonica	Japanese Aralia*
Hypericum spp	Hypericum*
Hesperaloe Parvaiflora	Red Yucca*
Ilex Comuta	Dwarf Chinese Holly*
Ilex Vomitoria	Dwarf Yaupon*
Lantana Horrida	Texas Lantana*
Ligustrum Luicidum 'Variegated'	Variegated Ligustrum
Leucophyllum spp	Texas Sage*
Myrica Cerifera	Southern Wax Myrtle*
Nandina spp	Heavenly Bamboo*
Nerium Oleander	Oleander*
Opuntiaspp	Cactus*
Pyracantha Coccinea	Pyracantha*
Rhus Virens	Evergreen Sumac*

Raphiolepis Indica	Indian Hawthorn
Rosmarinus Officinalis	Rosemary*
Salvia Greggii	Autumn Sage*
Santolina Chamaecyparissus	Gray Santolina
Yucca spp	Yucca
Salvia Leucanthia	Mexican Bush Sage*
Salvia Roemeriana	Cedar Sage*
FLOWERS, FERNS AND HERBS	
Botanical Name	***Common Name***
Ageratum spp	Ageratum*
Begonia spp	Begonia*
Coreopsis Grandiflora	Coreopsis*
Coreopsis Lanceolata	Lanceleaf Coreopsis*
Cosmos Bipinnatus	Cosmos*
Echinacea spp	Purple Cone Flower*
Iris spp	Iris*
Lupinus Texensis	Bluebonnet*
Nephrolepsis spp	Sword Fern*
Salvia Farinacea	Mealy Blue Sage
Salvia spp	Indigo Spires*
Senecio Cineraria	Dusty Miller*
Tagetes spp	Mexican Mint Marigold*
Thellypteris Kunthii	Wood Fern*
Verbena Tenuisecta	Moss Verbena*
Vinca Rosea	Periwinkle*

Zinnia spp	Zinnia*
GROUND COVERS	
Botanical Name	***Common Name***
Ophiopogonjaponicus	Mondo Grass
Thymus spp	Creeping Thyme
Trachelospermum Asiaticum	Asian Jasmine
LAWN/TURF GRASS **(St. Augustine is prohibited)**	
Common Name	
Bermuda, Improved Varieties Zoysia, Improved Varieties	
Buffalo Grass, Improved Varieties	
VINES	
Botanical Name	***Common Name***
Bignonia Capreolata	Crossvine
Campsis Radicans	Trumpet Vine
Clematis Texensis	Scarlet Leather-Flower
Ficus Pumila	Fig Ivy
Gelsemium Sempervirens	Carolina Jessamine
Lonicera Sempervirens	Coral Honeysuckle
Parthenocissus Quinquefolia	Virginia Creeper
Passiflora Incarnata	Passion Flower
Wisteria Sinensis	Wisteria

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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Bobbie Koepp

AFTER RECORDING RETURN TO:

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AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

VINTAGE OAKS AT THE VINEYARD

SECOND AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

[*Comal County, Texas*]

THIS DOCUMENT AMENDS, RESTATES, AND REPLACES IN ITS ENTIRETY THAT CERTAIN VINTAGE OAKS AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES, RECORDED UNDER DOCUMENT NO. 201606034595 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

Cross Reference to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard recorded under Document No. 202206028966, Official Public Records of Comal County, Texas, as amended and supplemented (the "Declaration").

ADOPTED:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

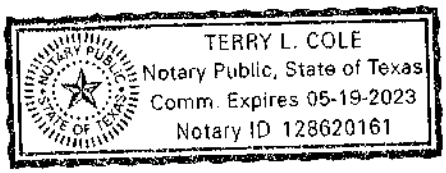
By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 22 day of June, 2022, by Thad Rutherford, President of **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company, on behalf of said company.

Terry L. Cole
Notary Public, State of Texas

(seal)



VINTAGE OAKS AT THE VINEYARD

SECOND AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

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VINTAGE OAKS AT THE VINEYARD

SECOND AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

Notice to Owners: Certain Units within Vintage Oaks at the Vineyard constitute a distinct neighborhood known as "The Grove", as defined in the Declaration. A separate set of design guidelines has been established for The Grove. Owners are encouraged to verify whether such Owner's lot is subject to The Grove design guidelines.

1.0 Introduction

1.01 Objective of the Guidelines

This document has been prepared for promoting the development of a residential community known as Vintage Oaks at the Vineyard (the "**Development**"). The standards of design expressed in this document are intended to describe our "vision" of the Development through procedures that are clearly outlined and informative. The intent of these Guidelines is to expedite the process of building an exceptionally high-quality residence. Throughout the course of the Development, the Architectural Review Board (the "**ARB**") may review and revise these Second Amended and Restated Architectural and Site Design Guidelines (the "**Guidelines**"), as necessary to reflect changing conditions.

1.02 Relationship to Legal Documents

The Guidelines are supplementary to the Amended and Restated Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, which is recorded as Document No. 202206028966 in the Official Public Records of Comal County, Texas, as amended and supplemented from time to time (the "**Declaration**"). The Guidelines are intended to complement the Declaration and should a conflict arise, the Declaration shall prevail. Any capitalized terms not defined herein shall have the meaning ascribed to such terms in the Declaration.

1.03 Community Master Plan

The Development is a planned community that includes approximately 3,316 acres located at 1110 Vintage Way, New Braunfels, Texas 78132 in Comal County. It includes multiple parks, a fitness center, five swimming pools, a volleyball court, sports complex and walking trails. Throughout the Development it is the intent of the developer to protect the natural features of the Texas Hill Country. Consequently, the Guidelines will reflect that concern in its approach toward the design, review and construction of residences and landscapes within Vintage Oaks at the Vineyard.

2.0 Organization & Responsibilities of the Architectural Review Board (ARB)

2.01 Mission and Function

The Declaration states that no exterior structures or improvements shall be erected in the Development without being approved by the ARB. The Guidelines are used by the ARB for the evaluation of plans and specifications submitted to the ARB for review and approval (or disapproval). The final decision of the ARB may be based on purely aesthetic considerations. It is important to note that these opinions are subjective and may vary as members of the ARB change over time. SouthStar at Vintage Oaks, LLC, a Texas limited liability company (the "**Declarant**"), reserves the right to revise and update the Guidelines as well as the performance and quality standards to respond to future changes.

2.02 Membership

The ARB is comprised of one (1) or more members appointed by the Declarant. The right to appoint members to the ARB shall be retained by the Declarant in accordance with Article 9.2 of the Declaration. At such time, the Board of Directors of the Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation (the "**Association**"), shall appoint the members of the ARB in accordance with Article 9.2 of the Declaration. The Declarant, with the assistance of a separate entity, SouthStar Property Management, LLC (the "**Manager**"), may review and approve new construction with the assistance of an architect or other design professional. As the Development progresses, the Declarant may but is not obligated to appoint a resident to the ARB.

2.03 Scope of Responsibility

The ARB has the following responsibilities:

1. Evaluating each of the plans submitted by an Owner for adherence to the Guidelines.
2. Approving or rejecting all new construction.
3. Monitoring the design and construction process in order to ensure conformance with the Declaration and the Guidelines.
4. Interpreting the Declaration and the Guidelines.
5. Approving all modifications to existing structures, including but not limited to walls, fences, driveways, sidewalks, material replacements, renovations, additions and landscaping.

2.04 Architectural Review Application and Meeting

An application shall be submitted to the ARB by the Owner and the Builder before any new construction may begin on a Lot (the "**Architectural Review Application**"). *See* the Architectural Review Application attached hereto. Approval of the main residential dwelling for a Lot is to be initiated prior to a request for any other structure,

improvement or new construction. For example, landscape and pool/water feature design approvals are not permitted until the approval of the main residential dwelling is given by the ARB.

In addition, both a pre and post construction meeting between the Owner, the Builder, and the Manager is required for all new construction. This process will begin as soon as the Owner or Builder submits the Architectural Review Application for review and approval. An orientation session will be scheduled and facilitated by the Manager prior to the start of construction for any new residential dwelling. The Owner and the Builder are both required to sign the Architectural Review Application acknowledging review, receipt and acceptance of the Guidelines. By signing the Architectural Review Application, both the Owner and Builder understand that there is NO CONSTRUCTION allowed on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, or Christmas Day, subject to the following exception: variances may be granted for early slab pours ("early" to be defined as before 7:00 am) upon request. Violations will incur a fine for each occurrence.

2.05 Enforcement Powers

In accordance with Article 9 of the Declaration, all exterior structures, exterior residential dwelling improvements, and exterior residential dwelling modifications require a review by the ARB. A processing fee will be incurred for every plan submitted to the ARB, unless the submittal does not require an architect review, as determined by the ARB. All exterior structures and improvements requiring professional approval will have an approval fee. Examples of exterior structures and improvements requiring architect review will include, but are not limited to, sheds, re-painting, fencing, gates, play structures outside of the back yard, greenhouses, and permanent basketball goals outside of the back yard. Any structure or improvement that is placed on any Lot without ARB approval is considered to be in violation of the Declaration and the Guidelines. The ARB has the power to require that the non-conforming structure be brought into compliance at the Owner's expense.

2.06 Limitation of Liability

Approval by the ARB does not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans. Owners should work with their architect and or contractor to determine whether the design and materials are appropriate for the intended use. In addition, approval by the ARB does not assure approval by any governmental agencies that require permits for construction. Owners are responsible for obtaining or ensuring that their architect or contractor obtains all required permits before commencement of construction. The Declarant, the Association, the Board, the ARB, nor any committee or member of any of the foregoing,

shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

3.0 The Design Review Process

3.01 Review of Plans

The ARB will review submissions for design review at scheduled ARB meetings. There is one (1) submission in the design review process during which the architectural and site requirements are reviewed by the ARB. Submission requirements are outlined in *Section 9.3* of the Declaration and *Section 5.01* of these Guidelines.

3.02 Conditions of Approval / Rejection of Plans

Approval by the ARB shall in no way relieve the Owner or Builder of responsibility and liability for the adherence to any applicable ordinances and codes. Architectural Review Applications submitted for review or any portion thereof may be disapproved upon any grounds, which are consistent with the purpose and objectives of the ARB, including purely aesthetic considerations.

3.03 Architectural and Contractor Requirements

Unless otherwise approved in advance by the ARB, all plans for the construction of residential dwellings or other buildings or other improvements must be designed and drawn by an architect who is registered and licensed in the State of Texas or a professional, experienced home designer.

For Grove Construction Requirements, refer to The Grove Site Design Guidelines:

- 9.03 Construction Hours
- 9.04 Construction Regulations
- 9.05 Fire Protection
- 9.06 Material and Equipment Storage
- 9.07 Insurance

3.04 Final Review

During final review, the Owner or the Builder shall submit a final set of construction drawings for the construction project. These drawings shall address all the conditions imposed by the ARB, the Declaration and the Guidelines. The ARB reserves the right to make design changes on any plan during this review.

3.05 Additional Meetings with the ARB

If an Architectural Review Application is denied or conditions are unacceptable, the Owner or the Builder may request an additional meeting to discuss the submission with the ARB or an ARB representative.

3.06 Variances

A variance from compliance with these Design Guidelines, the Declaration, or an approved Architectural Review Application may be requested by an Owner or Builder, and shall be requested in writing to the ARB. An Owner or Builder shall seek a variance **before** any modification, alteration, or deviation from an approved design or construction is executed. Any such modification, alteration or deviation must be approved in writing by the ARB in advance of any work done pursuant to the variance requested.

The ARB may, but does not have a duty to, consider granting a variance for such modifications, alterations or deviations after the fact. However, if the ARB denies such a variance, the ARB reserves the right to require any Owner to restore their Lot to its previous and/or approved condition in the event un-approved Improvements or modifications are constructed thereon. The ARB may, from time to time, grant variances in accordance with *Section 9.7* of the Declaration. The ARB will grant or deny the variance request in writing. No variances are allowed unless the Owner or the Builder has received a written notice of approval from the ARB. Any variance granted is unique and does not set any precedent for future decisions of the ARB.

Improvements installed or constructed on a Lot pursuant to a variance are generally approved for the useful life of such Improvements, but such approvals are not permanent, and upon total replacement of any Improvement constructed pursuant to a variance, the Design Guidelines and standards in place at the time of replacement will apply. For example, a fence installed in a style which is non-compliant with the Design Guidelines, but is permitted due to a variance granted by the ARB, may be maintained upon the Lot for the life of the fence. However, upon total replacement of such fence, the replacement fence must comply with all standards and Design Guidelines in effect at the time that the plans for the replacement fence is submitted for ARB review. Owners must request an additional variance if the replacement fence or other Improvements does not comply with all current Design Guidelines and standards. The ARB reserves the right, in its sole and absolute discretion, to grant a variance on a permanent basis. Such permanent status must be directly expressed in writing in the variance instrument itself, which shall be Recorded in the Official Public Records of Comal County, Texas. Such permanent variances shall apply only to variances from the Design Guidelines or relating to construction of Improvements on a Lot.

3.07 Builder "Clean Site" Deposit

A Builder "Clean Site" deposit amount may be established and published by the ARB (the "**Builder Deposit**"). The Builder Deposit shall be included with the Architectural Review Application. An Architectural Review Application received without the Builder Deposit shall be considered incomplete, and may be returned to the Builder. The ARB reserves the right to change the amount of the Builder Deposit at any time without notice. The purpose of the Builder Deposit is to assure compliance to workplace clean site standards, including the cleanup of construction debris on adjacent Lots. The Builder can be fined for violation of the "Clean Site" standards at the discretion of the Declarant's representative. Said fines, if any, will be deducted from the Builder Deposit, and the balance of the Builder Deposit will be refunded to the Builder upon completion of the approved construction and/or modification.

If amounts, fines or charges are deducted from the Builder Deposit, Builder will deposit such sums necessary to replenish the Builder Deposit to its initial amount within ten (10) days after such amounts, fines or charges are deducted.

3.08 Review Fees

Review fees may be established and published by the ARB pursuant to *Section 9.2* of the Declaration. The purpose of the review fees is to cover all expenses related to the processing and review of the Architectural Review Applications. The Declarant and the ARB reserve the right to change or waive the review fees from time to time without prior notice.

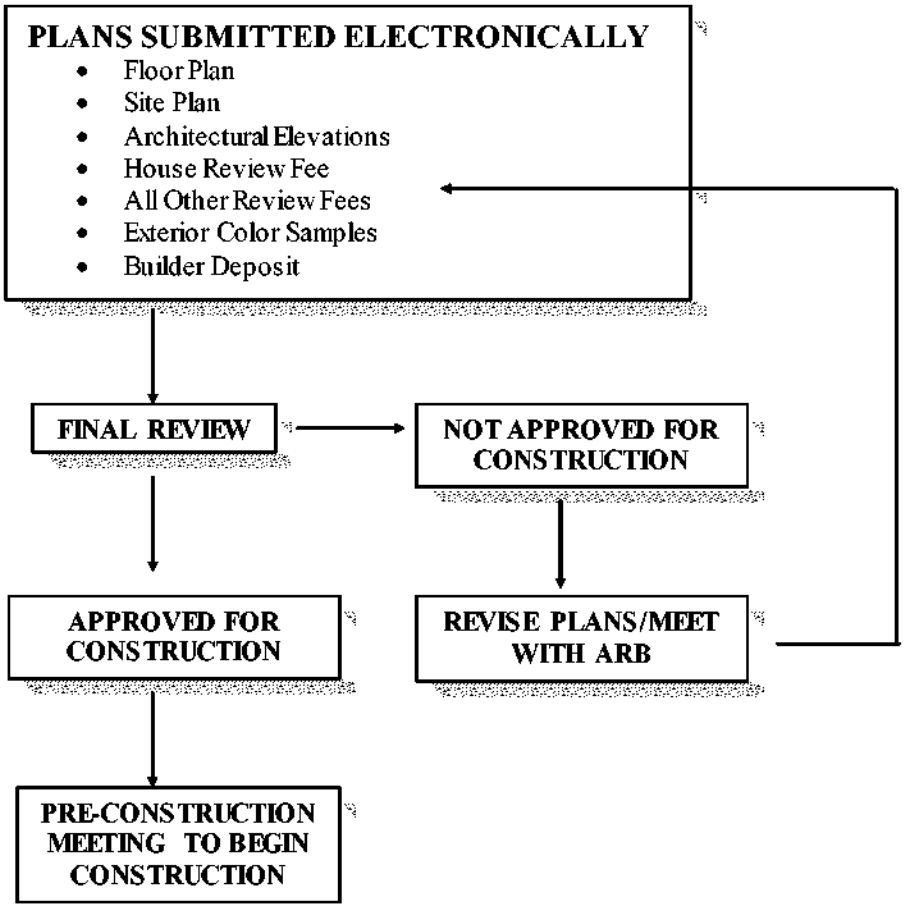
3.09 Renovation / Additions to Existing Structures

All renovations, additions, or improvements to existing structures shall be approved by the ARB. The Owner shall submit an Architectural Review Application showing the nature of the construction and/or modification to be performed with the review fee, if any.

3.10 Final Approval

The final approval letter is issued after the ARB approves the submitted Architectural Review Application. No approval is final until the Final Approval Letter is issued. The ARB may take several factors and elements into account when approving an Architectural Review Application, including, but not limited to, the location of the building site, topography, the character and aesthetics of neighboring structures or surrounding areas, and such other elements and considerations that the ARB, in its sole discretion, considers pertinent to the application. As such, each approval is unique and shall not be construed to be precedent for any future approvals.

THE ARCHITECTURAL REVIEW PROCESS



4.0 The Construction Process

4.01 Beginning Construction

No construction of any type is permitted without the following on site at all times:

- Construction Dumpster (30 cubic yard minimum);
- 8'x8' Plastic Lined Dump Box;
- Chemical Toilet;
- Construction entrance with culvert (if culvert is required to provide adequate drainage);
- Fire suppression equipment; and
- Once construction begins, the site must be kept clean and free of trash and debris.

4.02 Construction Time Limit

The exterior of all residential dwellings and other improvements must be completed within one (1) year after the construction of same has commenced, except where such completion is impossible or would result in great hardship to the Owner or the Builder due to strikes, fires, national emergency, or natural calamities, as deemed by the ARB. If an extension is needed, the Owner or the Builder may submit an extension request, including projected completion date, in writing to the ARB. Failure to complete the project within one (1) year of the deadline will be considered a violation of the Declaration and the Guidelines, which may subject an Owner to fines.

If construction has not commenced within one (1) year after the date of the final approval, it shall be deemed to have expired unless the Owner or the Builder, prior to such expiration date, has requested and received an extension in writing from the ARB.

4.03 Builder Signs

Builder signs are required and shall be either for speculative homes (Available) or sold homes (Purchased) and may be placed on the Lot two (2) weeks prior to the commencement of construction on said Lot. The sign shall remain properly installed throughout construction. Upon completion of the construction of the main residential dwelling, the Builder sign must be removed within fourteen (14) days. Builder signs shall not be allowed on vacant Lots or at any time other than during the construction of the main residential dwelling.

"Take One" boxes for distributing fliers are prohibited.

Builder model or speculative home monument signs are strictly prohibited.

All Builder signs must comply with the Guidelines. Refer to the New Construction Application for details and contact information regarding Builder signs. The Declarant, during the development period, and thereafter the Board, may change sign manufacturer without notice and without amendment to these Amended and Restated Design Guidelines, at its discretion.

Advertising is limited to Builders only and can include their company logo/name and phone number and/or URL. All signs are an industry-standard 3′ X 2′ H frame sign with a heavy-duty coroplast single-sided insert. See the sample Builder signs attached hereto.

All Builder signs shall be placed parallel to the road on the front property line at the center of the Lot. Subcontractor signs are not allowed on the Properties. Any additional signage or displays found on the Properties may be removed at any time without warning and disposed of by the ARB.

No other signage of any kind including, but not limited to "For Sale" signs, "Sold" signs, "For Lease" and/or "For Rent" signs, or any other third-party utility or subcontractor signs shall be permitted on any Lot, except as provided in Article 9.4 of the Declaration, or as stated below.

One professionally made "Available" sign and an "Open House" sign in the required design to be used on weekends only may be installed in the ground for the sale or resale of a new or existing residential dwelling. Such sign shall be 3′ x 2′ in size, shall be the same sign type as those used for Builder signs and shall be placed parallel to the road at the front building line in the center of the Lot. The Association, its agents, and representatives may remove and dispose of such "Available" signs at any time at its discretion. See the Construction Application for sample signage. No signs shall be erected either temporary or long-term in a community common area.

These provisions do not apply to Declarant so long as Declarant owns any portion of the property within Vintage Oaks at the Vineyard.

4.04 Chemical Toilet

A temporary chemical toilet shall be provided and maintained for the use of construction workers on each construction site and not shared between construction sites. The chemical toilet may be placed anywhere on the Lot, but not in the road right of way or drainage ditch, as long as the entry into the chemical toilet does not open toward the street.

4.05 Construction Entrance

A construction entrance must be installed prior to the start of any construction on the Lot. The entrance must be built to eliminate the tracking of mud onto paved roads and must include a culvert if culvert is required to provide adequate drainage. Damage to

roads, including road edges, from any construction activity will be the responsibility of the builder to restore to its original condition.

4.06 30 Cubic Yard Dumpster

A dumpster (minimum of a 30 cubic yard) must be present on the construction site at all times and must be removed and replaced when full. The dumpster may not overflow with debris at any time. Temporary or hand constructed (lumber) dumpsters shall only be allowed until the permanent dumpster is delivered to the construction site (maximum of 5 days). The construction site must be cleared of trash and debris daily. The dumpster must comply with any applicable gross vehicle weight limits as determined by the county or other regulatory agency.

4.07 Erosion Control

The Texas Commission on Environmental Quality (TCEQ) requires Declarant to obtain a permit while constructing roads, installing utilities and performing construction activities. This permit authorizes the discharge of "storm water associated with construction activity". The TCEQ permit requires specific pollution prevention and control measures and reporting activities. Among the conditions and requirements of this permit, Declarant must prepare and implement a Storm Water Pollution Prevention Plan (SWP3) that is tailored to the construction activity. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches.

As defined in the TCEQ regulations, "storm water associated with construction activity" includes storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Declarant's general permit covers every Lot in the Development. However, when title to a Lot is conveyed to the Owner or the Builder, that Lot is no longer under Declarant's general permit. Therefore, the Owner or Builder, prior to starting any construction activity that includes any type of earth disturbing activity, must apply for a TCEQ permit to discharge storm water and develop a SWP3 that is tailored to that construction site. Typically, the SWP3 includes control measures such as rock berms and silt fences that trap sediments and keep them from leaving the construction site. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches. After construction is complete, the permit must stay in effect until the site is stabilized or until seventy percent (70%) of the native background vegetative cover has been established. At that point, the permit should be terminated. If the Owner hires a building contractor, that contractor should apply for the TCEQ permit, prepare the SWP3, supervise the implementation of the SWP3, perform the

inspections and terminate the permit when the site is stabilized. However, if the Owner performs the general contracting duties itself, the Owner is the "operator" and shall be responsible for these requirements. An environmental consulting firm may assist with the preparation of a storm water permit application.

For additional information concerning TCEQ permitting requirements, the Owner or the Builder can access the TCEQ web site at www.tceq.texas.gov.

4.08 Dump Box

An 8'x8'x4' dump box lined with plastic shall also be constructed on each Lot for the deposit of materials such as concrete, drywall related products, etc. The cleaning of equipment related to these materials should be confined to the dump box.

4.09 Site Maintenance

Only usable construction materials may be stored on a construction site. Discarded construction materials, refuse and debris must be removed daily from the site or contained within the required 30 cubic yard dumpster. Storage or placement of materials within any right of way or easement is not permitted at any time. Failure to remove trash or debris on a regular basis will be considered a violation of the Guidelines.

No fires are allowed on construction sites once construction commences. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any Lot or any drainage ditch, stream, or lake.

4.10 Right to Enter and Inspect Lots for Compliance

The right of entry and inspection of a Lot is specifically reserved for the ARB, its agents, and representatives during the construction period. The Manager will make periodic inspections during the entire construction period in order to verify compliance with the Guidelines. The Owner or the Builder will be notified in writing of any items and exceptions noted in the inspection report and all such items and exceptions must be completed or resolved within the timeframe stated in the inspection report.

4.11 Conduct of Builders, Contractors, Sub-Contractors and Workers

Builders, contractors, sub-contractors and workers are prohibited from the following in Vintage Oaks at the Vineyard: (i) the possession, consumption or use of alcohol or drugs; (ii) possession of animals; (iii) possession or use of firearms; (iv) loud music; (v) traveling within the Development unnecessarily; and (vi) use of Common Area, including but not limited to the Vintage Oaks at the Vineyard amenities. Violations may result in the Builder, contractor, sub-contractor or worker being denied access to Vintage Oaks at the Vineyard.

4.12 Revisions and Changes During Construction

All revisions and changes made during construction shall be submitted in writing by the Owner or the Builder to the ARB for approval prior to the implementation of such change. All revised drawings must be submitted along with the revision request. The ARB will grant or deny the request in writing. Failure to obtain written approval for any revision during construction will result in fines being deducted from the Builder Deposit.

4.13 Alterations / Remodeling / Improvements / Repainting of Approved Structures

Any change to the exterior of an existing structure requires the advance written approval of the ARB. All exterior changes or renovations shall be submitted by the Owner or the Builder to the ARB for approval in accordance with Article 9 of the Declaration. All construction shall be subject to the construction regulations set forth in *Section 4.0* of these Guidelines.

4.14 Exterior Meter(s) and/or Panel(s)

If a structure is located within one hundred feet (100') of a transformer, any meter and/or panel MUST be affixed to that structure. Structures greater than one hundred feet (100') from the transformer may have an attached meter and/or panel, or the meter and/or panel may be located on a pedestal (i.e. Type 3R by Milbank) enclosure. Contact the electrical provider for their specifications or requirements. **NO "RACKS", "FRAMES" OR SIMILAR STRUCTURES ARE PERMITTED.**

5.0 Specific Submission Requirements

5.01 Plan Submission Requirements for Design Review

The following submission requirements must be met prior to obtaining final approval for construction. A Design Review Checklist is attached to these Guidelines.

(1) **Existing conditions** - minimum scale 1"=20'. Must include the following information:
- (a) Owner's name;
- (b) Designer's name;
- (c) North Arrow and scale;
- (d) Property lines with dimensions and bearings;
- (e) Setback lines;
- (f) Easement lines;
- (g) Adjacent street names; and
- (h) Outline of exterior walls, decks and driveways on adjacent lots.

(2) **Site Plan** – minimum scale 1″=20′. All plans must be submitted electronically and must include the following information: (May be added to the existing conditions map.)

(a) Proposed location of home;
(b) Dimensions from corner of foundation to adjacent property line;
(c) Proposed driveway;
(d) Proposed fences;
(e) Proposed retaining walls;
(f) Proposed pool or spa location;
(g) Proposed accessory structures (out building, trellis, etc.);
(h) Finish Floor Elevation (FFE) of first floor and garage;
(i) Proposed two-foot contour lines; and
(j) Location of underground or above ground LP tank.

(3) **Architectural Plans** - minimum scale of 1/4″=1′-0″

(a) FLOOR PLANS
  (i) Interior rooms dimensioned and named;
  (ii) All window and door openings shown;
  (iii) Roof overhang with a dashed line;
  (iv) Total square footage of structure; and
  (v) Heated square footage of structure. (Refer to the applicable Supplemental Declaration of Declaration, Conditions and Restrictions)

(b) BUILDING ELEVATIONS
  (i) Front, rear and two side elevations;
  (ii) All elevations labeled so they correspond with site plan;
  (iii) Exterior finish shown, including paint color & samples; and
  (iv) All decks and terraces shown.

(4) **Landscape Plans** - minimum scale of 1″= 20′

(a) Owner's name;
(b) Designer's name, address, telephone and fax number;
(c) North arrow and scale;
(d) Property lines with dimensions and bearings;
(e) Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement and utilities;
(f) Location of all lawn areas and shrub bed lines; and
(g) Location of all proposed plant material.

(h) Plant list with quantities, botanical names, common names, sizes and specifications.
(i) Location and specifications of all exterior lighting fixtures.
(j) Total area of lawn, mulch, rock or other coverage materials in square feet.
(k) Total area of lawn as percentage of site.

6.0 ARCHITECTURAL GUIDELINES

6.01 General Standards

All residential dwellings, buildings and other improvements must be constructed in conformity with the Guidelines. All footprints and garages must be sited within applicable setbacks. The ARB may disapprove plans for any reason, including purely aesthetic considerations.

6.02 Modular Construction

No modular home or manufactured home is permitted. "Modular home and manufactured home" includes any prefabricated or prebuilt dwelling which consists of one or more transportable sections or components and shall also be deemed to include manufactured building, manufactured home, modular building, modular home, modular construction, and prefabricated construction as defined by the Texas State Building Code. SIP (structural insulated panel) construction or other modular components may be allowed upon review and approval of the ARB. Prefabricated accessory structures, such as sheds and gazebos, may only be installed with the advanced written approval of the ARB.

6.03 Dwelling Size / Minimum Standards

Refer to the applicable Supplemental Declaration of Covenants, Conditions and Restrictions.

6.04 Setback & Building Height Requirements

See Appendix A.

6.05 Exterior Color Guidelines

All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The ARB may approve other color schemes, elevations, and masonry in its sole discretion, as well as ensure builders do not use identical masonry,

inclusive of the same stone or stucco color choices on adjacent dwellings. Exteriors must be 100% masonry, with a minimum of two (2) materials not to exceed 80% of one material.

6.06 Siding Prohibited

Siding is prohibited. Furthermore, design elements creating a "siding look" are to be avoided. Stucco or masonry made to look like siding, Hardiplank or such other siding-type material in a horizontal configuration as a design element of the main residential dwelling is prohibited. The Architectural Review Board may approve stucco configurations that resemble other construction materials, however, it does so in its sole and absolute discretion; any approval by the Architectural Review Board of such a design element is not a precedent for future approval of similar design elements.

6.07 Address Markers and Mailboxes

Address markers must be readily visible from the street. Per Comal County regulations, all residents must have a house number visibly placed on the front of the dwelling or in the yard lit to expedite the location of any address by emergency responders. The painting of the address on any portion of the roadway or dwelling is prohibited. Centralized mailbox units will be provided in the community for mail pick-up and delivery. No single dwelling mailboxes are allowed.

6.08 Generators

A. ARCHITECTURAL REVIEW APPROVAL REQUIRED

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the architectural review authority under the Declaration (the "ARB").

B. GENERATOR PROCEDURES AND REQUIREMENTS

1. Application. Approval by the ARB is required prior to installing a Generator. To obtain the approval of the ARB for a Generator, the Owner shall provide the ARB with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "Generator Application"). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The ARB is not responsible for: (i) errors or omissions in the Generator Application submitted to the ARB for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

2. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by members of the Association.

(xiii) Generators must be screened from view; this can be achieved through landscaping (minimum of thirty-six (36") tall plants at the time of installation, or masonry wall (same masonry as residence). No wall may exceed five (5') feet.

3. Process.

Any proposal to install a Generator 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 the requirements set forth in this Generator Policy when considering any such request.

4. Approval.

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

7.0 SITE REQUIREMENTS: ACCESSORY AND DECORATIVE STRUCTURES

7.01 Accessory Structures

The number of buildings on each Lot is limited by the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. Accessory structures, such as detached garages or workshops, shall be no larger than the percentage of the main residential dwelling as defined in the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. Each home site is limited to outbuildings as defined in the applicable Supplemental Declaration of Covenants, Conditions and Restrictions. The location and appearance of outbuildings shall be submitted and approved by the ARB prior to construction. Outbuildings must be architecturally compatible with the main residential dwelling with exterior materials and roofs matching the main residential dwelling. All outbuildings shall be within the building setback lines. Refer to the applicable Unit Supplemental Declaration of Covenants Conditions & Restrictions for more details. All accessory structures shall be situated so that garage doors (if any) do not face the street on which the main residential dwelling fronts. Street-facing front slide or opening/swing-out style doors (Carriage Doors) are allowed. A pool house or cabana is considered an accessory building and shall not be larger than twenty percent (20%) of the main residential dwelling, and is not permitted in front of the main dwelling, or within front or rear setbacks.

7.02 Arbors, Trellises and Pergolas

Arbors, trellises, and pergolas are permitted and require ARB approval for placement and materials. The location, elevation, materials (metal, treated wood, or composite material), and finish of an arbor or trellis must be submitted to the ARB for approval *before* the commencement of construction. All items must be located in the side yard or the backyard (defined as rear corners of the main dwelling extending laterally to the property line), within appropriate setbacks and easements, and placed no closer than 10 feet to an adjacent neighbor fence or property line.

- Arbors as shade structures or plant-support structures are to be designed so that they are harmonious and visually integrated, are architecturally compatible with the dwelling, and attractive in all seasons. Arbors are permitted in the side yard or the back yard. The dimensions of an arbor must not exceed 4′ W X 8′ H X 6′ D (in feet). A maximum of two (2) arbors is permitted.

- Trellises as shade structures or plant-support structures are to be designed so that they are harmonious and visually integrated, are architecturally compatible with the dwelling, and attractive in all seasons. Trellises are permitted in the side yard or the back yard. The dimensions of a trellis must not exceed 6′ H X 8′ L (in feet). A maximum of two (2) trellises is permitted. Board on board trellises are not permitted.

- In accordance with *Section 3.9*, all renovations to an existing structure must be disclosed to the ARB before installation or construction. If more than one arbor or trellis is installed, the style of each must be architecturally compatible with both the dwelling and with one another. The location of such structures must be approved by the ARB.

Pergolas

- Pergolas are not permitted on the street front-facing side of the dwelling. Pergolas must be architecturally compatible with the dwelling. The location, elevation, materials, and finish of any pergola must be submitted to the ARB for approval before the commencement of construction. Pergola requests must comply with outbuilding requirements of the appropriate Unit Supplemental Declaration.

7.03 Fences and Walls

General

Walls, fences, and gates, if any, must be approved *before* the commencement of construction by the ARB and shall be on or within the Lot property line. Fences are distinguished from "walls" in that each corner end of a fence is attached to either (i) another corner end of the fence, or (ii) a dwelling, for the purposes of enclosing an area. Any partitioning structure whose ends are not attached to either a dwelling or other enclosing structure shall be considered a wall.

- Fences

There are three (3) permitted fence types: Wrought Iron, Steel Pipe, and King Ranch fences. Any existing fencing that is not of an approved type, but was approved at the time such fencing was installed, may only be replaced with compliant fencing upon total replacement. No fence shall be more than five feet (5') high, excluding fences surrounding sports courts whose proposed height shall be submitted to and subject to the approval of, the ARB or appropriate reviewing body on a case-by-case basis.

In general, fencing is allowed from the front corner/sides of the main residential dwelling and may extend laterally from the main residential dwelling and then back. All portions of the fence that face the front of the Lot (and typically the street on corner lots) shall be wrought iron or steel metal piping. Entry gates, pedestrian gates, side gates, and drive gates shall be constructed from approved steel or wrought iron and painted black or brown. No galvanized steel ranch-type gates are permitted. Gate design, materials, and location shall be approved by the ARB *before* installation. All materials must be new when installed.

(a) Typically, only two gates will be allowed on any Lot, however, additional gates may be allowed upon ARB review. Additional gates may also be allowed for unusually large Lots or Lots of extreme topographical conditions. Entry gates, side gates, and drive gates shall be constructed from approved steel or wrought iron and painted black or brown. Gate design shall be approved by the ARB.

(b) Galvanized chain-link or similar fencing material may not be constructed, used in the construction of, or maintained on any lot except in connection with tennis or sports courts or with prior approval from the ARB.

(c) Tennis or sports court fencing must be constructed of green-coated chain link fence material. The ARB, or other appropriate reviewing body, in its sole discretion, reserves the right to disapprove/approve any fence.

(d) Except as allowed in the Association's Pool Enclosures and Security Measures Policy, no fencing is allowed in front of a dwelling; all fence perimeters may begin on the front corner of a home and then extend laterally to the side property line.

(e) **Steel Pipe Fencing:**

(i) Fencing may also be a minimum of 2-3/8" to 4" Steel Pipe fence (not to exceed four (4") inches, painted black or brown. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire, cattle panel, or as approved by the ARB shall be installed between the in-line posts. The spacing of the wire shall not exceed 6" x 6" square. Steel Pipe fences are subject to the following requirements:

(ii) All portions of the fence that face the front of the lot (and typically, the street) may be constructed of the same steel pipe material consistent with the other three sides.

(iii) In-line posts must be spaced at no more than 10 feet (10′).

(iv) A single top rail consisting of the same size pipe shall be placed on top of the in-line posts.

(v) A single bottom rail, if used, consisting of the same size pipe shall be placed on the bottom of the fence at 6″ above finished grade.

(vi) The wire must be left in natural color.

(f) **Wrought Iron Fences:**

(i) All portions of the fence that face the front of the lot (and typically, the street) may be wrought iron.

(ii) All corner Lots shall have a wrought-iron fence that faces the front of the lot. For the non-front street side, the fence may be either Wrought Iron or 2-3/8″ steel pipe.

(iii) Fences consisting of 100% masonry are not permitted, however, Wrought Iron fences may incorporate masonry components pursuant to these Design Guidelines.

(iv) The masonry component of the fence, except columns, may not exceed twenty-four (24) inches in height. Columns may not exceed a maximum height of five feet (5′).

(v) Maximum column width is three feet by three feet (3′ x 3′).

(vi) Inline columns must be spaced at no less than twelve (12′) feet and not to exceed sixteen (16′) feet.

(vii) Combined Wrought Iron/Masonry fencing is the only fence type that may extend in the front of the dwelling, and Wrought iron on top of the twenty-four inch (24′) masonry is the only material allowed in combination. Such fencing may not be located on any easement unless approved by the easement owner (i.e. Utilities) but may extend to the property line.

(viii) All masonry elements must be mortared.

(g) **King Ranch Fences:**

A King Ranch type fence is allowed, which consists of pealed cedar corner and in-line posts and cedar stays between the in-line posts. "Tightlock" or

"Solidlock" mesh tensile steel class III galvanized wire shall be installed between the in-line posts. For King Ranch type fencing:

(i) All portions of the fence that face the front of the lot (and typically, the street) shall be wrought iron.

(ii) Line posts shall be peeled cedar with a minimum diameter of 4", set a minimum of 36" deep, at a maximum spacing of 18'.

(iii) All corner posts shall be peeled cedar with a minimum diameter of 8" and shall be set in concrete at a minimum depth of 36" deep.

(iv) Cedar stays shall be a minimum of 1" in diameter at a maximum spacing of 6'.

(v) No steel T-posts allowed as part of a fencing structure.

(vi) All materials must be new when installed.

- Walls

Walls must be stone or masonry and must follow all fencing guidelines including the limitation on location and size. The wall must be no taller than four feet (4') from ground level to tallest portion of the wall or column, except for masonry walls used to screen garbage containers, which may be up to five feet (5') from ground level to the tall portion of the wall or column. Walls may not be located on the easement unless approved by the easement owner (i.e., Utilities) but may extend to the property line. Walls must be mortared or Gabion (metal-contained).

(h) Masonry walls may be allowed by the ARB upon review only and must meet specific aesthetic requirements at the sole discretion of the ARB. Masonry screening walls within the building envelope (within all building setbacks) may be allowed by the ARB upon review only and must meet specific aesthetic requirements at the sole discretion of the ARB. Masonry screening walls constructed to form a courtyard may be allowed by the ARB.

(i) Trash and recycling receptacles shall be stored out of sight in garages or with a good faith effort behind approved masonry screening. Approved screening is made of masonry or stone that matches the exterior of the dwelling on the Lot. A wall that matches the external masonry of the dwelling may be constructed to screen these containers. Use of live screening is prohibited. Storage of these

containers on the side of the house is not permitted unless screened with a masonry wall or bump-out.

- Privacy Screen Fences or Privacy Walls

(j) Board on board or privacy fences are not allowed. Trellises may be used for privacy, if they meet the screening requirements. Refer to Section 7.02 for more additional information.

(k) The ARB encourages the use of shrubs strategically planted in clusters rather than the use of built structures to create privacy where desired.

(l) No construction of a privacy fence or wall over four (4') feet in height may be commenced without the prior written approval of the ARB.

(m) A Privacy Screen must be constructed of materials such as metal or masonry. The design and materials chosen should complement the primary dwelling on the Lot.

(n) The most aesthetically pleasing side of the Privacy Screen must face the neighboring Lot. Thus, structural elements such as posts, rails, channels, and lesser details shall face the Owner's Lot.

7.04 Swimming Pools / Hot Tubs

Pools Generally. Above ground vinyl swimming pools are prohibited. Bubble covers for in-ground swimming pools are prohibited. Fitted (excluding bubble type) pool covers are permitted. Pools may not be installed in the front or side yard of any main residential dwelling. All plans for swimming pools must be submitted by the Owner or the Builder to the ARB for approval. Swimming pools and adjacent pool equipment shall be subject to screening requirements imposed by the ARB at the time it approves the Architectural Review Application for a pool. Such screening material shall be of masonry, stone or such other material approved by the ARB, and shall complement the main dwelling. The use plants or shrubs alone as screening material to block the view of pool equipment is not permitted.

Spas and Hot Tubs. Outdoor swim spas or hot tubs are permitted. The Owner shall submit the plans to the ARB. The location of a hot tub/swim spa must be shown on the site plan. Hot tubs/swim spa shall not be installed in the front or side yard of any main residential dwelling. Approved hot tubs may be subject to additional screening requirements imposed by the ARB.

Swimming Pool Enclosures. The term "swimming pool enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of

transparent mesh or clear panels set in metal frames, is not more than six feet in height and is designed not to be climbable. An Owner must submit any request to install a swimming pool enclosure in accordance with these Design Guidelines for approval. The ARB will apply its architectural requirements to the request; however, the ARB may not deny an Owner's request to install a swimming pool enclosure if the swimming pool enclosure conforms to Applicable Law or local safety requirements and the swimming pool enclosure is black in color and consists of transparent mesh set in metal frames.

7.05 Clothesline

There shall be no outdoor clothesline on any Lot.

7.06 Sports Courts

Private sport courts are permitted on Lots that are two (2) acres or larger. Sport courts must meet all set back requirements placed on the rear yard of the Lot and must be approved in advance by the ARB.

All play equipment must be located in the backyard, within an appropriate 50 feet rear setback and placed no closer than 10 feet of an adjacent property line or 10 feet side setback.

7.07 Basketball Goals and Other Sports Equipment

The location and finish of a permanent basketball goal or other sports equipment including, but not limited to, batting cages and sports courts, and in the back or side yard shall be submitted to the ARB for approval *before* construction. Any permanent basketball goal or other sports equipment constructed without ARB approval shall be considered a violation of the Declaration and the Guidelines and is subject to fines and removal at the Owner's expense. Due to the density of the area in the Grove, permanent sports equipment or sports courts are not permitted.

Portable basketball goals are permitted on driveways. Portable basketball goals may not be stabilized by placing sandbags, concrete blocks, or other weighted objects on the base of the goal. Owners shall follow manufacturer's guidelines in the goal's operating instructions which recommend sand or water as fillers in the base.

Portable basketball equipment and other sports equipment may be located in the backyard or side yard within appropriate setbacks and easements and must be placed no closer than 10 feet to the side setback of an adjacent property line and may not be placed within the 50-foot front setback of the dwelling or on the street, or roadway.

Other portable, nonpermanent sports equipment, such as, but not limited to, temporary batting cages, obstacle courses, soccer nets, football practice equipment, and the like also

require ARB approval for placement on a lot. The ARB may impose additional restrictions on placement and time of day use based on potential noise conditions that may affect neighboring properties. Due to the density of the area in the Grove, large non-permanent sports equipment or sports courts are not permitted.

All sports equipment, whether basketball goals, backboards, soccer nets, and other supporting structures must be well maintained by replacing torn or broken nets, backboards, or supporting structures. Chain nets are prohibited. All sports equipment, whether permanent or temporary, must be well maintained by replacing broken parts, torn tape, or netting.

7.08 Camping

No camping structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, or another outbuilding shall be used on any undeveloped lot at any time as a residence. No overnight camping is allowed on any common area or green spaces including the parks and trails.

7.09 Satellite Dishes

Satellite dishes designed to receive radio, television, or microwave signals, which are intended for cable television, network television reception, communications, or entertainment purposes shall not be mounted on residence rooftops, with the exception of the back-yard roof areas where it cannot be visible from the street. In addition, satellite dishes may not be installed (pole-mounted) in the front yard or side yard areas of any home.

In the event lot topography interferes or eliminates signal quality, an alternative location request may be submitted to the ARB before installation. Where placement restrictions require an alternative location, the ARB may require additional screening requirements up to and including shrubbery or a screening wall constructed of materials (stone or stucco) that match the main residence.

7.10 Tree Houses, Playhouses, and Playscapes

No Treehouse ("Treehouse" meaning a structure elevated above the ground) or Playhouse ("Playhouse" meaning a structure situated on the ground) shall be placed upon a Lot without prior written approval by the ARB. No Treehouse or playground equipment of any type are allowed on front yards. Written approval from the ARB will determine: (i) the location, which shall be within the building setbacks, in the rear yard,

and preferably behind the main residence; (ii) screening requirements; (iii) color; and (iv) maximum height (not to exceed the max height of the roof of the main residence, excluding any chimney) of any such structure.

The standard building material for treehouse structures shall be weatherproof wood (pressure-treated pine, redwood, cedar, etc.). Plastic, vinyl, metal, or such other synthetic or non-wood materials shall be limited to minor accessories and accents (slides, swing seats, etc.) to the wooden structure. All wood must be stained and sealed to maintain its appearance and to blend in with the surrounding area. Treehouses must be architecturally compatible with the primary dwelling and surrounding area, and neutral in color.

Any play structure ("Playscapes") should have minimum visibility from any street. If necessary, obscuring trees or bushes may be approved by the ARB to aid in meeting this requirement. The trees or bushes should be of sufficient size to provide a reduction in the visibility of the structure. Accessories (tarps, slides, etc.) that are visible shall be a solid dark color in order to blend in with the surrounding area.

Bright or multi-colored accessories are not allowed to be visible from outside the lot. All wood, components, and accessories must be maintained in an neat, clean, and attractive manner. All play equipment must be located in the backyard (defined as rear corners of the main dwelling extending laterally to the property line), within appropriate setbacks and easements, and placed no closer than ten (10) feet side setback, or fifty (50) feet rear setback of any adjacent property line.

8.0 SITE REQUIREMENTS: DRIVEWAYS

8.01 Driveways

Driveways must be surfaced with concrete, concrete exposed aggregate, brick pavers, or a combination thereof. Driveways must be surfaced within 30 days of completion of the main residential dwelling. Owners should consult with Comal County for sizing and placement of driveway culverts on all public roads. The correct size culvert(s) shall be placed during the installation of the construction entrance. In driveway design and construction, Owners are encouraged to consider future overflow parking needs and to allow for safe maneuvering of vehicles in and out of the garage and driveway. Overflow parking areas must also be made of approved materials listed herein. The use of decomposed granite or other such non-permanent materials to create additional parking areas is not permitted.

Driveways whose construction, materials or design were approved by the ARB at the time of their construction, but whose construction, materials or design are no longer allowed due to a current or future change to these Design Guidelines shall not be

considered in violation of these Design Guidelines for the useful life of the approved driveway. If any such driveway needs to be entirely replaced, said replacement is subject to the prior approval of the ARB, and shall comply with all applicable Design Guidelines in force at the time the Architectural Review Application for the replacement driveway is submitted to the ARB, unless granted a variance by the ARB.

9.0 SITE REQUIREMENTS: LANDSCAPING IRRIGATION & LIGHTING

9.01 Landscape and Submission Requirements

All residential dwellings in Vintage Oaks at the Vineyard will be landscaped per the following guidelines. Prior to designing a landscape plan it is imperative to understand a Lot's topographical features and how seasonal water run-offs will impact the plans. Additionally, Hill Country indigenous wildlife (deer, armadillos, skunks, wild hogs, etc.) have an insatiable appetite for specific plants, trees, and shrubs. The goal of the herein below landscape guidelines is to integrate home design and community development with the inherent scale, form, massing, color and texture of the natural Hill Country landscape. The Association should be contacted regarding any questions.

9.02 Landscaping Requirements

Landscape layout and plans must be approved in writing by the ARB prior to installation. The landscaping plan will be a well-designed balance of trees, shrubs, grass (if applicable to a landscape design), rocks, and existing native plants around the perimeter of each new residential dwelling. The plan will be subject to site conditions and approval by the ARB.

(a) Landscape plans must be submitted for ARB review no later than **thirty (30) days** prior to the completion of the main residential dwelling. A landscape deposit is required prior to the start of landscape installation (deposit will be included with the landscape plan submission). This deposit will be returned when the landscaping job is complete and all landscape debris, including rockpiles, tree, and shrub debris, has been removed from the Lot.

The builder is responsible for removing all rock piles created during the initial construction process within six (6) months of completion of the dwelling, unless an Owner notifies the ARB in writing such rocks are being held for use in their Landscape Plan. The Owner is then responsible for removing all rock piles and debris from the Lot upon completion of their Landscape Plan.

(b) Excess builder material must be removed within three (3) months of any supplemental improvement project. Fines may be assessed against this deposit if is determined that the installed landscaping has not followed the guidelines or approved plan.

(c) Landscape plans will include the planting schematic, irrigation plan and restoration plan. The plan must show the location of all residential improvements and the necessary plat data, setbacks, easements etc., and include the items below:

(i) Identify all existing landscaping to remain and all existing landscaping to be removed. (See *Section 9.03(a)* for additional requirements);

(ii) Location and size of all proposed landscape materials;

(iii) Proposed improvements such as, but not limited to, patios, decks, walkways, planters, stacked stones, gabion pillars, berms, retaining walls, landscape walls, fences, rockpiles, etc.;

(iv) Should an Owner or Builder opt for a phased approach and will add features/improvements over time, these future additions will also require ARB approval *prior* to installation;

(v) Temporary and permanent measures for slope stabilization and erosion control on lots or drainage easements. Landscape installation must not alter the drainage pattern of water across or off of the Lot, nor may it interfere any drainage easement on the Lot without a certified engineer's report. Wherever applicable, Owners shall obtain a PIPROW (Private Improvement Within The Public Right-Of-Way) Permit from Comal County in order to make any modification to a drainage ditch located in a public right-of-way. Any such permit is the sole responsibility of the applying Owner, and the ARB makes no representation as to the feasibility, legality, or such other compliance of approved Improvements with any Applicable Law. Each Owner shall be responsible for determining compliance of their Improvements with Applicable Law.

(d) The landscape installation must be completed within six (6) months of initial move-in unless otherwise approved by the ARB. Builders of

spec homes must also meet the 6-month deadline for landscape installation upon giving notice that construction of the home is complete, and where no prospective buyer is under contract.

(e) Final inspection of the approved landscape installation will be completed by the ARB. The ARB may approve the landscaping as presented or may require additional modifications in order to grant final approval.

9.03 Landscaping Design Guidelines

Landscape plans and grading plans will typically address two distinct landscape zones (the "Native Landscape Area" and the "Manicured Landscape Area") and the creation of a defined edge between these two zones. If there are existing conditions that prevent the ability to designate these two distinct zones in a landscape plan, please provide a detailed explanation when submitting a landscape plan.

a. The Native Landscape Area (NLA) includes portions of the Lot outside of the building envelope. The NLA is to remain predominantly undisturbed during site development. The NLA can extend into the Building Envelope to reinforce the relationship between the building and landscape.

> "Building Envelope" is defiend herein as the area in which the house can be built. The Building Envelope is generally understood by Builders as the "footprint" of the house; including fifteen to twenty feet around the perimeter

Unless specifically approved by the ARB, all construction, excavation, cut and fill slopes, vegetation and hardwood tree removal and other forms of disturbance are prohibited within the NLA. All portions of the NLA that are disturbed during construction shall be re-vegetated with plant materials indigenous to the area. The introduction of plant materials into the NLA that are not indigenous is prohibited.

b. The Manicured Landscape Area (MLA) or Enhanced Landscape Area (ELA) is the second zone and generally includes areas within the Building Envelope. This area allows for a more formal landscape treatment adjacent to the main residential dwelling. The front of the Building Envelope, generally the front, street-facing side of a residence must be fully landscaped with inground plants and shrubs. The use of planters, whether constructed of metal, wood, or ceramic, in place of inground plants on the front envelope of the residence is prohibited, unless otherwise approved by the ARB.

Builders and Owners should be aware that the use of turf grass or river rock beds without the presence of in-ground shrubs/trees/plants does not satisfy the

definition of a "fully landscaped" front of the structure envelope. Plants set in decorative pots and set adjacent to the front, street-facing side of the home in place of inground plants *do not* meet landscaping requirements.

The use of nonliving materials such as silk or plastic flowers/plants, driftwood or ornamental artwork set along the front envelope of the home in place of inground plants also *does not* meet the front-of-the-structure landscaping requirements. Owners are encouraged to provide a mix of vegetative types within manicured areas, including shrub beds, perennial beds, trees, container plants, and lawn.

Any portion of the foundation on the left or right side of a home may either be landscaped as described for the front, street-facing side of the home, or any portion of the foundation that is 18 inches or higher from the foundation grade must be painted to match the stone or stucco of the home.

Underground irrigation systems are highly encouraged to permanently support native plantings adjacent to manicured landscape areas. Ornamental plants and water feature decorations are permitted, but such features should be planned carefully to conserve the use of water and maintain the natural character of the site.

c. Owners are encouraged to practice water conservation measures within their homes with respect to efficiently managing their water use. Droughts are common in the central-south Texas climate and can result in the local water authority imposing mandatory drought and water conservation restrictions which limit the amount and times at which water can be used by residents.

9.04 Landscaping Requirements and Guidelines

(a) Preservation of existing vegetation and natural features is encouraged. Prior to implementing your landscape plan, it is imperative to understand your lot's topographical features and how seasonal water run-offs may impact your plan.

(b) Hill Country wildlife (deer, armadillos, skunks, feral hogs, etc.) have an insatiable appetite for specific plants, trees, and shrubs. In order to plan your landscaping plant species accordingly, please carefully review the plant list in the Landscape Plan provided by the Association, or contact your local nursery, or visit the following websites:

(i) Aggie-horticulture.tamu.edu/archives/parsons/publications/deerbest.html

(ii) Hillcountrygardens.info/Deer_Resistent_Plants.html

(c) A list of plants and plant sizes must be listed on the Landscape Plan. Generally, full five (5) gallon plants are required along the front, street-facing side of the foundation of the main residential dwelling and must screen 100 % of the exposed front foundation.

(d) Exterior finish materials must extend to within eighteen inches (18") of finished grade on three (3) sides (not including back) of the main residential dwelling (see *Section 9.03* and *Section 9.04* for more details). In areas prohibitive to planting vegetation, such as septic systems, A/C units, or pool equipment, etc. the exposed foundation shall be painted a color complimenting or matching the home.

(e) Paint choices should match the stone or stucco colors of the primary residence. Additionally, driveways, accessory structures and outbuildings that require foundations will be held to the same foundation screening requirements as the primary residence structure.

(f) All plant materials introduced at Vintage Oaks at the Vineyard should be native to the state of Texas. To determine which plan species are appropriate, please reference the Tree, Shrub, Plant and Turf Grass Reference List (the "**Landscape Reference List**") attached hereto as Appendix B. Owners may also find Vineyard Owner's Portal and in the applicable set of design guidelines for your Lot.

(g) Use of natural turf grass is encouraged. Turf grass shall be limited to an area no more than 1.5 times the main residential dwelling foundation footprint with a 12,000 sq.ft. maximum. The measurement shall be based on the square footage of the main residential dwelling and the garage, but not the driveway or patio. The turf grass layout and the irrigation system may be adjusted to fit certain site-specific situations.

Guidance turf grass proportion to main residential dwelling size

Sq/Ft	1.5 times footprint
2,500	3,750
3,000	4,500
3,500	5,250
4,000	6,000
4,500	6,750

NOTE: PRIOR TO DETERMINING YOUR TURF AREA, CONSIDER LOCAL WATER COMPANY RATES/COST AND DOUGHT MANAGEMENT POLICIES. **ARTIFICIAL GRASS** MAY BE ALLOWED, BUT TYPE AND QUALITY MUST BE CLEARLY INDICATED IN THE PLAN SUBMITTED TO ATTAIN APPROVAL FROM THE ARB.

(h) 100% rock and stone landscaping is permitted but must meet ARB approval and all xeriscaping polices adopted by the Association. Rock landscaping must contain some diversity and variation in the elements used (dry river beds, out-croppings, color, etc.). The rock pattern must complement the inherent scale, form, massing, color, and texture of the natural landscape. However, the front envelope of the dwelling must still be screened with live, inground plants.

(i) Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of Oak Wilt. Specific recommendations include:

(i) Tree pruning tools and blades should be sterilized prior to and between cutting any oak trees. The planting of red oaks is strictly prohibited since the fungal mats at the base of the red oaks are the only vector by which oak wilt is spread by insects.

(ii) Oak tree pruning is prohibited from February 1 to June 15.

(iii) Pruned trees and/or wounds should be immediately protected within 15 minutes of the cut with tree paint (approved example: Treekote Tree Compound) or black spray paint.

(j) All NLA areas disturbed during construction must be restored to their natural state or enhanced with native plant additions.

(k) A plan and schematic for an irrigation system should be included.

(i) The use of typical drip irrigation heads or pop-up heads that conserve water is encouraged.

(ii) All in-ground irrigation systems installed are to be zoned based on plant watering requirements and be equipped with rain and/or moisture sensors.

(iii) No irrigation is permitted in our typical rural section (standard roadside ditch layout we have in Vintage Oaks at the Vineyard). Watering of the area from the edge of paving and the right of way line is permitted, but no sprinkler heads are allowed in the right of way. With sprinkler heads on private property, the irrigator can spray the grass in the right of way up to the edge of paving as long as they do not spray the pavement.

(iv) Pressure reducing valves and/or remote control valves are required for each station with flow control. A pressure reducing valve installed in-line at the meter serving the house and as well as the irrigation system is acceptable.

(v) A backflow prevention device installed upstream of the irrigation system (which is to be inspected yearly by a qualified inspector in accordance with state law) is required. Not every such device meets the requirements of state law so consult with your irrigator or contact the local water supply service. Backflow prevention devices may be covered for protection against wildlife and weather. Acceptable covers are standard BFV covers in brown or hunter green, or with artificial stone-like covers.

(l) Two (2) inches of mulch, organic or rubber, is recommended for all shrub and bed areas. Owners should add mulch to flower beds where weather, wind, or water conditions erode bed areas or only unsightly woody remnants remain.

(m) Turfgrass shall have a recommended minimum of 4" of native soils or improved soils. Caliche is not considered as soil.

(n) New residential properties may use xeriscape landscaping on all areas of the MLA that are not planted in turf. Builders and developers are prohibited from offering xeriscape landscape plans where rock is brought to the foundation on the front envelope of the home without placing plants or shrubs. A turf lawn area does not include any area or areas on a property which has been allowed to remain in its native state.

(o) Artificial turf in the front yard may be permitted. All landscape plans must be submitted to the ARB for review and approval.

(p) Piles of rock, mulch, and other debris are prohibited and must be removed once the landscape plan is completed.

(q) Firewood shall be stacked and organized and located in the rear yard, lateral corners of the house.

9.05 Landscape Lighting

The Hill Country Alliance is an organization dedicated to educating rural community homeowners about the problem of light pollution as part of their Night Skies program. They are working with towns, communities, and organizations to form partnerships to "ensure that our awe-inspiring night

Homeowners are encouraged to reference the Hill Country Alliance website for a list of recommended light fixtures: www.hillcountryalliance.org.

If the landscape plan is to include landscape lighting, the submitted plan must include a lighting plan. Landscape lighting shall be installed to minimize the visibility of the light source and to minimize light pollution of the night sky. Dark skies are essential to the unique natural character of this community, and all landscape lighting should be maintained in such a way as to preserve the quality of nighttime darkness enjoyed by the community. The Property Manager will investigate complaints related to any lighting left on all night in the back yard as it may be subject to being a source of complaint if adjacent neighbors object to the light glare.

Addition requirements include:

(a) Fluorescent, metal halide and low-pressure sodium lamps are prohibited, as are exposed bulbs or wrap-around lenses.

(b) Low voltage, low wattage lighting with a maximum of 45 watts is allowed for address marker and entry gates.

(c) Pole lights will be reviewed on a case-by-case basis. ARB approval must be secured prior to installation even when lights are added after the initial Landscape Plan approval and completion has occurred.

(d) Decorative or lantern fixtures shall have a maximum of 45 watts and downward lighting is encouraged.

(e) Permanent colored bulbs or LED lights are prohibited in street fronting light fixtures. Color lighting is permitted for use in back yards or interior courtyards but must be turned off when the area is not being used. Non-permanent decorative lights, or light strings, added after the initial Architectural Plan and/or Landscape Plan is completed must be turned off at night after use.

(f) Lights used to mark driveways are permitted if white (clear) or warm-white lights are used. The use of colored lighting in front of the dwelling or on the driveway is not permitted.

(g) All path and landscape lighting must consist of lamps emitting no more than 750 Lumens. Path and landscape lighting shall have a maximum height of 36".

(h) Strobe lights prohibited.

LANDSCAPE PLAN CHECKLIST

The following items represent minimum requirements. Additional information may be required if deemed necessary by the ARB.

LANDSCAPE DESIGN

One set of completed final design plans shall be submitted electronically and shall include:

- Site plan
- Owner's Landscaping Deposit Agreement
- Owner's Landscaping Deposit
- Final landscape plan (due 30 days prior to substantial completion/move-in)
- Exterior and landscape details (include: location, color and materials of retaining walls)
- Grading and drainage plans
- Plan cannot be at an Architect's scale, engineering scale only
- Location, type, quantities and sizes of proposed plants (identify plants not on approved list)
- All hardscape materials, details, specifications and colors
- Irrigation plans (temporary irrigation for restoration of the NLA)
- Restoration plan

10.0 ADDITIONAL REQUIREMENTS

10.01 Propane Storage Tanks

Propane storage tanks shall not be visible from the road or an adjacent Lot and must be buried in the ground or fully screened with masonry walls matching the masonry type, color and style of the dwelling. The use of live-plant screening is prohibited. Propane tank location and screening must be approved by the ARB *prior* to installation.

10.02 Drainage and Drainage Easements

There shall be no interference with the established drainage, including a drainage easement, over any portion of the Property, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved *in advance* by the ARB. Specifically, and not by way of limitation, no improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots. Refer to *Section 9.02* for additional details.

10.03 Storage of Recreational Vehicles and Equipment

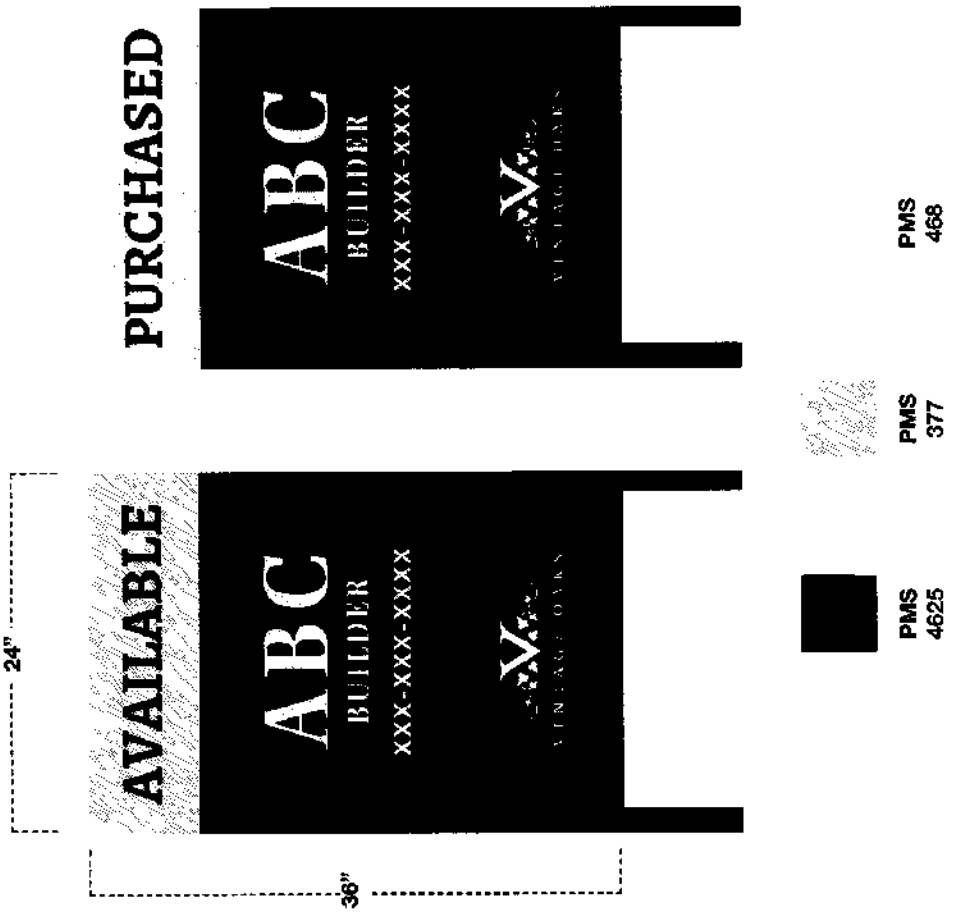
Recreational vehicles may not be kept on the property prior to the main dwelling being built. After the dwelling is complete, such items may be kept on the property as long as they are kept stored in a garage serving the lot.

APPENDIX A

SECTION	LOT #	MAX BUILDING HEIGHT		SET BACKS*					
		HOME	ACCESSORY BUILDINGS	FRONT		REAR		SIDE	
				Lft	Rt	Lft	Rt	Lft	Rt
All sections/Units (except as below)	All Lots	35′	Height of main dwelling	50′		50′		10′	
Unit 30	All Lots	35′	Height of main dwelling	25′		50′		10′	

*Note: For all corner lots, the setback from the side street is 25′.

BUILDER SIGN/SAMPLE SIGN



ARB HOME CONSTRUCTION CHECKLIST

1. Before Construction:
   - Dumpster (30 cubic yard minimum)
   - Dump Box (8' x 8' plastic lined)
   - Chemical Toilet
   - Construction Entrance with culvert if culvert is required for adequate drainage
   - Fire Suppression Equipment
   - Site must be kept clean and free of trash and debris
   - Receipt of Builder Deposit

2. Construction Phase:
   - Verify site location. i.e.; Compliance to setbacks.
   - Clean site being maintained.
   - Periodic site visit to check for compliance.
     - Masonry or Exterior Materials
     - Roof Materials
     - Colors (if applicable)
   - Paved Road Inspection for Damage

3. Final Inspections:
   - Meet restriction requirements including drives, fencing, landscaping, road damage, etc.

4. Refund of Builder Deposit.

NOTICE TO ALL BUILDERS

All Builders are required to follow these Workplace Standards on this SouthStar Community.

1. Vintage Oaks at the Vineyard is a SouthStar Community ***"Clean Site"*** All Builders are required to do the following **prior** to starting home construction:
   - Place a dumpster on the lot (site must be kept clean at all times);
   - Dump Box (8' x 8' plastic lined);
   - Place a chemical toilet on the Lot;
   - Install a construction entrance (minimum of 1½" to 3" rock) and culvert if culvert is required for adequate drainage; and
   - Fire suppression equipment must be on site.

2. During construction the following items are prohibited:
   - Possession, consumption or use of alcohol or drugs
   - Possession of animals
   - Possession or use of firearms
   - Loud music
   - Traveling within the Development unnecessarily
   - Using any common area or amenity

Contractors are required to continuously abide by these workplace standards on this SouthStar Community. Violations are subject to fines, at the discretion of the SouthStar at Vintage Oaks, LLC's representative.

Thad Rutherford

Chief Operating Officer
SouthStar at Vintage Oaks, LLC

APPENDIX "B"
VINTAGE OAKS AT THE VINEYARD
TREE, SHRUB, PLANT, AND TURF GRASS REFERENCE LIST

The following list should be used as a starting point for selecting plants in Vintage Oaks at the Vineyard. Requirements for specific Lots may be more or less restrictive depending on the landscape indigenous to the immediate site and the location of the site within the community.

Plants identified with an asterisk (*) at the end of the common name have shown some resistance to deer grazing, however, drought conditions and other situations may cause a food shortage and all plant material may be susceptible to deer grazing.

In addition to the plant list defined for the NLA, the following selection of plants is appropriate for use in (MLA/ELA) landscaped areas that have a direct relationship with the main residential dwelling. The Enhanced Landscape (ELA/MLA) must be contained within clear boundaries, beyond which only plants for the Native Zone are allowed.

Caution: The use of San Augustine for turfgrass is prohibited. Also, due to the prevalence of Oak Wilt found in Red Oak trees, the planting of Red Oaks is prohibited. Some native grasses and shrubs are quite hardy and prolific sprouters. Not all are desirable. One such plant is the Bacchari Neglecta, better known as the "Roosevelt Weed", and is prohibited. This shrub is known for its highly flammable nature, is extremely invasive, and it is to be removed from all Lots. For more information on managing this plant go to: https://www.landmarkwildlife.com/willow-baccharis-texas-tough/

[PLANT REFERENCE CHART FOLLOWS]

TREES *Red Oak is Prohibited*	
Botanical Name	***Common Name***
Aesculus Arguta	Texas Buckeye*
Chilopsis Linearis	Mesquite
Cercis Canadensis.	Redbud
Cornus Drummondii	Roughleaf Dogwood*
Diospyros Texana	Texas Persimmon*
Fraxinus Texensis	Texas Ash
Leucaena Retusa	Goldenball Leadtree*
Quercus Fusiformis	Escarpment Live Oak
Rhus Lanceolata	Flameleaf Sumac*
Sophora Secundiflora	Mountain Laurel*
Ulmus Crassifolia	Cedar Elm
Ungnadia Speciosa	Mexican Buckeye*
Comus Florida	Flowering Dogwood
Cotinus Obovatus	Smoke Tree
Ilex Deciduas	Possumhaw
Ilex Vomitoria	Yaupon Holly*
Lagerstroemia Indica	Crepe Myrtle
Prunus Mexicana	Mexican Plum
Quercus Macrocarpa	Bur Oak
Sophora Affinis	Eve's Necklace

Taxodium Distichum	Bald Cypress
Ulmus Parvifolia Sempervirens	Lacebark Elm
Vitex Agnus-Castus	Vitex
SHRUBS	
Botanical Name	***Common Name***
Anisacanthus Wrightii	Flame Acanthus*
Lantana Horrida	Texas Lantana*
Opuntiaspp	Cactus*
Rhus Virens	Evergreen Sumac*
Salvia Greggii	Autumn Sage*
Abelia spp	Abelia*
Aspidisstra Elatior	Cast-Iron Plant*
Aucuba japonica	Japanese Aucuba*
Berberis Thunbergii	Redleaf Barberry*
Berberis Trifloliolata	Aagarita*
Buxus Microphylla	Boxwood*
Cotoneaster Dammeri	Coral Beauty Cotoneaster*
Elaegnus spp	Elaegnus*
Fatsia japonica	Japanese Aralia*
Hypericum spp	Hypericum*
Hesperaloe Parvaiflora	Red Yucca*
Ilex Comuta	Dwarf Chinese Holly*

Ilex Vomitoria	Dwarf Yaupon*
Ligustrum Luicidum 'Variegated'	Variegated Ligustrum
Leucophyllum spp	Texas Sage*
Myrica Cerifera	Southern Wax Myrtle*
Nandina spp	Heavenly Bamboo*
Nerium Oleander	Oleander*
Pyracantha Coccinea	Pyracantha*
Raphiolepis Indica	Indian Hawthorn
Rosmarinus Officinalis	Rosemary*
Santolina Chamaecyparissus	Gray Santolina
Yucca spp	Yucca

ANNUALS, PERENNIALS & GRASSES	
Botanical Name	***Common Name***
Amblyolepis Setigera	Huisache Daisy
Aster Oblongifolius	Autumn Aster*
Bouteloua Gracilis	Blue Grama
Buchloe Dactyloides	Buffalo Grass
Car Ex Piano Stachys	Cedar Sedge
Castilleja Indivisa	Indian Paintbrush
Coreopsis Tinctoria	Calliopsis
Gaillardia Pulchella	Indian Blanket

Liatris	Gayfeather
Linum Lewisii	Blue Flax
Lupinus Texensis	Bluebonnet
Melanpodium Leucanthum	Blackfoot Daisy
Melica Nitens	Three-Flower Melic
Muhlenbergia Reverchonii	Seep Muhly
Malvaviscus Arboreus	Turks Cap*
Rudbeckia Hirta	Black-Eyed Susan
Salvia Coccinea	Scarlet Sage
Salvia Engellmannii	Englemann Sage
Salvia Farinacea	Mealy Blue Sage
Achillea spp	Yarrow*
Malvaviscus Arboreus	Turks Cap*
Nolina Texana	Sacahuista*
Pennisetum spp	Fountain Grass
Poliomentha Longiflora	Mexican Oregano*
Salvia Leucanthia	Mexican Bush Sage*
Salvia Roemeriana	Cedar Sage*

FLOWERS, FERNS AND HERBS	
Botanical Name	***Common Name***
Ageratum spp	Ageratum*
Begonia spp	Begonia*

Coreopsis Grandiflora	Coreopsis*
Coreopsis Lanceolata	Lanceleaf Coreopsis*
Cosmos Bipinnatus	Cosmos*
Echinacea spp	Purple Cone Flower*
Iris spp	Iris*
Lupinus Texensis	Bluebonnet*
Nephrolepsis spp	Sword Fern*
Salvia Farinacea	Mealy Blue Sage
Salvia spp	Indigo Spires*
Senecio Cineraria	Dusty Miller*
Tagetes spp	Mexican Mint Marigold*
Thellypteris Kunthii	Wood Fern*
Verbena Tenuisecta	Moss Verbena*
Vinca Rosea	Periwinkle*
Zinnia spp	Zinnia*
GROUND COVERS	
Botanical Name	***Common Name***
Ophiopogonjaponicus	Mondo Grass
Thymus spp	Creeping Thyme
Trachelospermum Asiaticum	Asian Jasmine
LAWN/TURF GRASS	
Common Name	

Bermuda, Improved Varieties Zoysia, Improved Varieties	
Buffalo Grass, Improved Varieties	
VINES	
Botanical Name	***Common Name***
Bignonia Capreolata	Crossvine
Campsis Radicans	Trumpet Vine
Clematis Texensis	Scarlet Leather-Flower
Ficus Pumila	Fig Ivy
Gelsemium Sempervirens	Carolina Jessamine
Lonicera Sempervirens	Coral Honeysuckle
Parthenocissus Quinquefolia	Virginia Creeper
Passiflora Incarnata	Passion Flower
Wisteria Sinensis	Wisteria

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Comal County, Texas
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AFTER RECORDING RETURN TO:
ALEX S. VALDES, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: AVALDES@WINSTEAD.COM

DECLARANT'S APPOINTMENT OF DIRECTORS

VINTAGE OAKS

Comal County, Texas

Cross-reference to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 202206028966 in the Official Public Records of Comal County, Texas.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
DECLARANT'S APPOINTMENT OF DIRECTORS

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company is the "**Declarant**" under the terms and provisions of that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 202206028966 in the Official Public Records of Comal County, Texas (the "**Declaration**"), establishing Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation.

Declarant hereby appoints the following individuals as members of the Board of Directors of the Property Owners Association of Vintage Oaks, Inc. and ratifies both the prior appointment and continuing service of the individuals identified below. Their terms shall expire on December 31, 2023:

Don Wagner
Pedro Maccou
Michelle Glenn

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGEMENT

IN WITNESS WHEREOF, the undersigned has executed this Declarant Appointment of Directors on the 20 day of July, 2022.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____

Printed Name: Thad Rutherford

Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 20 day of July, 2022, by Thad Rutherford, President of **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company, on behalf of said company.

Terry L. Cole
Notary Public, State of Texas

(seal)

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
07/21/2022 08:54:03 AM
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Bobbie Koepp

AFTER RECORDING RETURN TO:
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VINTAGE OAKS AT THE VINEYARD

AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD, [*UNITS 1 THROUGH 30*]

Comal County, Texas

Cross-reference to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206028966, Official Public Records of Comal County, Texas.

VINTAGE OAKS AT THE VINEYARD
AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
[*UNITS 1 THROUGH 30*]

This Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [*Units 1 through 30*] (this "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

RECITALS

A. Declarant previously executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206028966, Official Public Records of Comal County, Texas (the "**Declaration**"). Which established the Vintage Oaks at the Vineyard subdivision.

B. In addition to the Declaration, the Declarant previously executed and recorded that certain: (1) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 1, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas; (2) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 2, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas; (3) Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 3, recorded as Document No. 201206037003, Official Public Records of Comal County, Texas, as amended; (4) Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas; (5) Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 5, recorded as Document No. 201306039084, Official Public Records of Comal County, Texas, as amended by that certain First Amended Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 5, recorded as Document No. 201306042081, Official Public Records of Comal County, Texas; (6) Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 6, recorded as Document No. 201306051741, Official Public Records of Comal County, Texas; (7) Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit 7, recorded as Document No. 201406006128, Official Public Records of Comal County, Texas; (8) Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 8, recorded as Document No. 201406026570, Official Public Records of Comal County, Texas; (9) Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit 9, recorded as Document No. 201506012054, Official Public Records of Comal County, Texas; (10) Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 10, recorded as Document No. 201506042121, Official

Public Records of Comal County, Texas; (11) Eleventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit 11, recorded as Document No. 201506048349, Official Public Records of Comal County, Texas; (12) Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 12, recorded as Document No. 201606024016, Official Public Records of Comal County, Texas; (13) Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard Unit 13, recorded as Document No. 201606045633, Official Public Records of Comal County, Texas; (14) Fourteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 14, recorded as Document No. 201706007697, Official Public Records of Comal County, Texas; (15) Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 15 recorded as Document No. 201706008104, Official Public Records of Comal County, Texas; ; (16) Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 16 recorded as Document No. 201706027258, Official Public Records of Comal County, Texas; (17) Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 17 recorded as Document No. 201706037155, Official Public Records of Comal County, Texas; (18) Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 18 recorded as Document No. 201806005728, Official Public Records of Comal County, Texas, as amended by that certain Vintage Oaks at the Vineyard First Amendment to Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 18, recorded as Document No. 201806021323, Official Public Records of Comal County, Texas; (19) Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 19 recorded as Document No. 201806006130, Official Public Records of Comal County, Texas, as amended by that certain Vintage Oaks at the Vineyard First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 19, recorded as Document No. 201806021325, Official Public Records of Comal County, Texas; (20) Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 20 recorded as Document No. 201806020106, Official Public Records of Comal County, Texas; (21) Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 21 recorded as Document No. 201806030528, Official Public Records of Comal County, Texas; (22) Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 22 recorded as Document No. 201806033120, Official Public Records of Comal County, Texas; (23) Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 23 recorded as Document No. 201906007292, Official Public Records of Comal County, Texas; (24) Twenty-Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 24 recorded as Document No. 201906011867, Official Public Records of Comal County, Texas; (25) Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 25 recorded as Document No. 201906013760, Official Public Records of Comal County, Texas; (26) Twenty-Sixth Supplement to Declaration of Covenants, Conditions and

Restrictions for Vintage Oaks at the Vineyard, Unit 26 recorded as Document No. 201906032537, Official Public Records of Comal County, Texas; (27) Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 27 recorded as Document No. 202006033902, Official Public Records of Comal County, Texas; (28) Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 28 recorded as Document No. 202006038426, Official Public Records of Comal County, Texas; (29) Twenty-Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 29 recorded as Document No. 202106058260, Official Public Records of Comal County, Texas; and (30) Thirtieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 30 recorded as Document No. 202206007284, Official Public Records of Comal County, Texas (collectively, the "**Supplemental Declaration**").

C. Pursuant to *Section 15.2 (a)* of the Declaration, the Supplemental Declaration may be amended by Declarant acting alone.

D. Declarant desires to amend the Supplemental Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends the Supplemental Declaration as follows:

1. **Recitals**. The foregoing recitations are true and correct, and are incorporated as a part of this Amendment.

2. **Use Restrictions**. The Supplemental Declaration contains various use restrictions specifically applicable to each Unit (the "**Use Restrictions**"). Wherever applicable, the Use Restrictions shall conform to the provisions given hereinbelow, for all such Units. In the event a Use Restriction conflicts with this Amendment, the provisions of this Amendment shall control.

Amended Use Restrictions:

(a) For Lots less than or equal to two (2) acres in size, such Lots shall be restricted to a total of two (2) allowable buildings on the Lot. The primary residential dwelling shall be considered a building for the purposes of this provision. Workshops, casitas, or servant's houses may be permitted on such Lots with ARB approval.

(b) For Lots greater than two (2) acres in size, such Lot shall be restricted to a total of three (3) allowable buildings on the Lot. The primary residential dwelling shall be considered a building for the purposes of this provision. For any Lots combined through a legal replat of multiple Lots, the total acreage of the combined Lots shall be used for calculating acreage pursuant to this provision.

(c) Any casita, detached garage, guesthouse, workshop or such other accessory building shall have a minimum square footage of five-hundred square-feet (500) and a maximum square footage equal to forty percent (40%) of the air-conditioned square footage of the primary residential dwelling on the Lot. A cabana (pool house) shall have a maximum square footage equal to twenty percent (20%) of the air-conditioned square footage of the primary residential dwelling on the Lot. A cabana (also called a pool house) must be erected at the time a pool is being installed on the Lot, or subsequently to pool completion.

(d) For the purposes of the preceding provisions, "accessory buildings" shall be understood to include, but not be limited to, the following: detached garages, guesthouses, barns, cabanas, pool houses, workshops, and casitas.

(e) Carports are not permitted.

(f) Notwithstanding anything contained herein to the contrary, Lots in Units 15, 18, 24, 27 and 29 are prohibited from containing a casita.

3. **Driveways**. Asphalt is not a permitted material for the construction of driveways.

4. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration or the Supplemental Declaration, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration and the Supplemental Declaration shall remain in full force and effect as written, and are hereby ratified and confirmed.

Executed to be effective this 20 day of July, 2022.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §

COUNTY OF Comal §

This instrument was acknowledged before me this 20 day of July, 2022 by Thad Rutherford, President of Southstar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said corporation.

(SEAL)

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

Terry L Cole
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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Bobbie Koepp

POOR QUALITY DOCUMENT
RECORDED AS RECEIVED

SECOND AMENDED AND RESTATED
MANAGEMENT CERTIFICATE
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

The undersigned, being an officer of Property Owners Association of Vintage Oaks, Inc. (the "**Association**"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

THIS CERTIFICATE AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY THAT CERTAIN AMENDED AND RESTATED MANAGEMENT CERTIFICATE, RECORDED AS DOCUMENT NO. 202206000446 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

1. The name of the subdivision: Vintage Oaks at the Vineyard.

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: **VINTAGE OAKS AT THE VINEYARD UNIT ONE:** ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas, by Document #200706000394, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD UNIT TWO: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 4, 2007, in the real property records of Comal County, Texas, by Document #200706040713, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 3: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 19, 2012, in the Official Public Records, Comal County, Texas, by Document #201206036750, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 4: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document #201206040252, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 5: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document #201306040370, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 6: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey for Vintage Oaks at the Vineyard, Unit 6 a copy of which plat was recorded at Comal County Clerk's Document #201306051565, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 7: Lots, tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 7 a copy of which plat was recorded at Comal County Clerk's Document #201406005729, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said property and consisting of Lots 1046 through 1054, Vintage Oaks at the Vineyard, Unit 7.

VINTAGE OAKS AT THE VINEYARD, UNIT 8: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 8 a copy of which plat was recorded at Comal County Clerk's Document #201406026476, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 9: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 9 a copy of which plat was recorded at Comal County Clerk's Document #201506011975, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 10: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 10 a copy of which plat was recorded at Comal County Clerk's Document #201506042037, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 11: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 11 a copy of which plat was recorded at Comal County Clerk's Document

#201506048246, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 12: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 12 a copy of which plat was recorded at Comal County Clerk's Document #201606022241, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 13: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 13 a copy of which plat was recorded at Comal County Clerk's Document #201606041095, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 14: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 14 a copy of which plat was recorded at Comal County Clerk's Document #201706006744, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 15: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 15 a copy of which plat was recorded at Comal County Clerk's Document #201706006749, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 16: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 16 a copy of which plat was recorded at Comal County Clerk's Document #201706026888, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 17: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 17 a copy of which plat was recorded at Comal County Clerk's Document #201706036819, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 18: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard,

The Grove, Unit 18 a copy of which plat was recorded at Comal County Clerk's Document #201806005052, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 19: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 19 a copy of which plat was recorded at Comal County Clerk's Document #201806006077, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 20: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 20 a copy of which plat was recorded at Comal County Clerk's Document #201806019282, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 21: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 21 a copy of which plat was recorded at Comal County Clerk's Document #201806030248, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 22: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 22 a copy of which plat was recorded at Comal County Clerk's Document #201806032357, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 23: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 23 a copy of which plat was recorded at Comal County Clerk's Document #201906007202, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 24: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 24 a copy of which plat was recorded at Comal County Clerk's Document #201906011302, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 25: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being

in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 25 a copy of which plat was recorded at Comal County Clerk's Document #201906013327, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 26: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 26 a copy of which plat was recorded at Comal County Clerk's Document #201906028631, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 27: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 27 a copy of which plat was recorded at Comal County Clerk's Document #202006030773, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 28: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 28 a copy of which plat was recorded at Comal County Clerk's Document #202006037730, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 29: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 29 a copy of which plat was recorded at Comal County Clerk's Document #202106058260, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 30: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 30 a copy of which plat was recorded at Comal County Clerk's Document #202206007284, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

4. The recording data for the Declaration with any amendments and/or supplements to the Declaration: The recording data for the Declaration and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

5. The name and mailing address of the Association: Property Owners Association of Vintage Oaks, Inc., c/o The Neighborhood Company, 1118 Vintage Way, New Braunfels, Texas 78132, Attn: Laura Ficco.

6. The name, mailing address, telephone number, and email address of the person managing the Association:

Name:	The Neighborhood Company
Attn:	Laura Ficco
Mailing Address:	1118 Vintage Way, New Braunfels, Texas 78132
Telephone Number:	830-264-2454
Email Address:	info@neighborhoodco.com

7. Website to access the Association's dedicatory instruments: www.VintageOaksOwners.com

8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

Resale Certificate - $375.00

Transfer Fee - $375.00

Working Capital Assessment:

Unimproved Lot - $750.00

Improved Lot - $1,500.00

The Association fees cover all costs that the Association incurs related to a property transfer in the subdivision.

EXECUTED to be effective on the date this instrument is Recorded.

[SIGNATURE PAGE TO FOLLOW]

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____
Name: Thad Rutherford
Title: President

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 12 day of August 2022, by Thad Rutherford President on behalf of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

[SEAL]

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

Terry L. Cole
Notary Public Signature

AFTER RECORDING RETURN TO:
WINSTEAD PC
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TEXAS 78701
AVALDES@WINSTEAD.COM

EXHIBIT "A"

RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS

1. Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas.

2. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706000772, Official Public Records of Comal County, Texas.

3. First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706015464, Official Public Records of Comal County, Texas.

4. Second Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706027104, Official Public Records of Comal County, Texas.

5. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Two, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas.

6. First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201106044284, Official Public Records of Comal County, Texas.

7. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Three, recorded as Document No. 201206037003, Official Public Records of Comal County, Texas.

8. Fourth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Four, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas.

9. Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306039084, Official Public Records of Comal County, Texas.

10. First Amended Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306042081, Official Public Records of Comal County, Texas.

11. Sixth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit 6, recorded as Document No. 201306051741, Official Public Records of Comal County, Texas.

12. Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201406032083, Official Public Records of Comal County, Texas.

13. Seventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 7, recorded as Document No. 201406006128, Official Public Records of Comal County, Texas.

14. Eighth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 8, recorded as Document No. 201405026570, Official Public Records of Comal County, Texas.

15. Ninth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 9, recorded as Document No. 201506012054, Official Public Records of Comal County, Texas.

16. Tenth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 10, recorded as Document No. 201506042121, Official Public Records of Comal County, Texas.

17. Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 11, recorded as Document No. 20150604349, Official Public Records of Comal County, Texas.

18. Third Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201606000890, Official Public Records of Comal County, Texas.

19. Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201606034595, Official Public Records of Comal County, Texas.

20. Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 12, recorded as Document No. 201606024016, Official Public Records of Comal County, Texas.

21. Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 13, recorded as Document No. 201606045633, Official Public Records of Comal County, Texas.

22. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201706028668, Official Public Records of Comal County, Texas.

23. Supplement to Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201706050104 Official Public Records of Comal County, Texas.

24. Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard [Units 1, 2, 4, 5, 6, 8, 9, 10, & 11], recorded as Document No. 201706028671, Official Public Records of Comal County, Texas.

25. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Amended Fine and Enforcement Policy, recorded as Document No. 201706038551, Official Public Records of Comal County, Texas.

26. Secretary's Certificate – Property Owner's Association of Vintage Oaks, Inc. Property Owners Association of Vintage Oaks, Inc. Assessment Collection Policy, recorded as Document No. 201706050096, Official Public Records of Comal County, Texas.

27. Secretary's Certificate – Property Owner's Association of Vintage Oaks, Inc. Property Owners Association of Vintage Oaks, Inc. Fireworks Policy, recorded as Document No. 201706050099, Official Public Records of Comal County, Texas.

28. Fourteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 14, recorded as Document No. 201706007697, Official Public Records of Comal County, Texas.

29. Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 15, recorded as Document No. 201706008104, Official Public Records of Comal County, Texas.

30. Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 16, recorded as Document No. 201706027258, Official Public Records of Comal County, Texas.

31. Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706014965 in the Official Public Records of Comal County, Texas, with a recording date of March 30, 2017.

32. Fourth [Fifth] Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706028668 in the Official Public Records of Comal County, Texas.

33. Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 17, recorded as Document No. 201706037155, Official Public Records of Comal County, Texas.

34. Non-Material Correction Instrument – Vintage Oaks at the Vineyard Amendment to Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 201806013767, Official Public Records of Comal County, Texas.

35. Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 18, recorded as Document No. 201806005728, Official Public Records of Comal County, Texas.

36. Vintage Oaks at the Vineyard First Amendment to Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 18, recorded as Document No. 201806021323, Official Public Records of Comal County, Texas.

37. Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 19, recorded as Document No. 201806006130, Official Public Records of Comal County, Texas

38. Vintage Oaks at the Vineyard First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 19, recorded as Document No. 201806021325, Official Public Records of Comal County, Texas.

39. Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 20, recorded as Document No. 201806020106, Official Public Records of Comal County, Texas.

40. Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 21, recorded as Document No. 201806030528, Official Public Records of Comal County, Texas.

41. Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 22, recorded as Document No. 201806033120, Official Public Records of Comal County, Texas.

42. Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 23, recorded as Document No. 201906007292, Official Public Records of Comal County, Texas.

43. Twenty-Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 24, recorded as Document No. 201906011867, Official Public Records of Comal County, Texas

44. Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 25, recorded as Document No. 201906013760, Official Public Records of Comal County, Texas.

45. Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 26, recorded as Document No. 201906032537, Official Public Records of Comal County, Texas.

46. Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 27, recorded as Document No. 202006033902, Official Public Records of Comal County, Texas.

47. Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 28, recorded as Document No. 202006038426, Official Public Records of Comal County, Texas.

48. Vintage Oaks at the Vineyard – Supplemental Policies and Rules Adopted Pursuant to the 2021 Legislative Session, recorded as Document No. 202106055905, Official Public Records of Comal County, Texas.

49. Vintage Oaks at the Vineyard – Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [Units 1, 2 & 4], recorded as Document No. 202106061667, Official Public Records of Comal County, Texas.

50. Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 202206000436, Official Public Records of Comal County, Texas.

51. Vintage Oaks at the Vineyard – Gated Roadway Construction Fee [Units 1, 2, 4, & 16], recorded as Document No. 202206002224, Official Public Records of Comal County, Texas.

52. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206028966, Official Public Records of Comal County, Texas.

53. Vintage Oaks at the Vineyard [The Grove] – Amended and Restated Design Guidelines, recorded as Document No. 202206029755, Official Public Records of Comal County, Texas.

54. Vintage Oaks at the Vineyard – Second Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 202206029763, Official Public Records of Comal County, Texas.

55. Declarant' Appointment of Directors – Vintage Oaks, recorded as Document No. 202206033197, Official Public Records of Comal County, Texas.

56. Vintage Oaks at the Vineyard Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [Units 1 through 30], recorded as Document No. 202206033204, Official Public Records of Comal County, Texas.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/15/2022 08:42:53 AM
TERRI 12 Pages(s)
202206036765



Bobbie Koepp

AFTER RECORDING RETURN TO:
ALEX S. VALDES, ESQ.
WINSTEAD, PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: AVALDES@WINSTEAD.COM

LEASING POLICY

VINTAGE OAKS

Comal County

Cross-reference to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 202206028966 in the Official Public Records of Comal County, Texas.

RENTAL AND LEASING RULES

Rental and Leasing Rules

The following rules are adopted by Property Owners Association of Vintage Oaks, Inc. (the "Association") and shall apply to every owner ("Owner") of a lot ("Lot") in Vintage Oaks.

Leasing Requirements. The rental or lease of any Lot must comply with the following rules:

1. **Minimum Lease Term**. Any lease must be for an initial term of not less than six (6) months.

2. **Entire Lot Leased**. A Lot may be leased only in its entirety; no fraction or portion of a Lot may be leased.

3. **Initial Owner-Occupancy Term**. An Owner must reside in a home for the first twelve (12) consecutive months after acquiring an ownership interest in the home. The Initial Owner-Occupancy Term shall not apply to Owners who purchased a Lot in Vintage Oaks prior to the date this policy was adopted.

4. **No Subleasing**. A Lot may not be subleased without the prior written approval of the Board which shall be determined in its sole and absolute discretion.

5. **Lease to be in Writing**. The lease must be in writing.

6. **Rules to be Provided to Tenant**. The Owner must provide the tenant with copies of the Declaration, including all amendments, and all rules, regulations, policies and procedures of the Association (the "Governing Documents") as a condition of entering into the lease. The Governing Documents may be provided in electronic format. The lease shall provide that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents.

7. **Registration**. An Owner who wishes to lease a Lot must provide a completed registration document (the "Lease Notice Form") to the Association at least ten (10) days before the commencement of any occupancy period. Any renewal agreement must also be provided to the Association.

8. **Owner Responsible; Association Not Liable for Damages**. The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Governing Documents against the Owner's tenant. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Association's Governing Documents against the Owner's tenant.

9. **No "For Rent" or "For Lease" Signs**. No person may post or maintain a sign on any property that advertises a Lot for rent or for lease.

10. **Landscape Maintenance Service Agreement**. All leased or rented homes must be maintained by a third-party lawn maintenance and service provider. Owners may select the vendor, unless the Association determines that the vendor has failed to properly maintain the Owner's home. Information about the landscaping and lawn maintenance services must be provided to the Association with the Lease Notice.

11. **Use of Community Amenities**. An Owner is not entitled to use the community amenities if the Lot is occupied as a rental property. Tenants shall be entitled to a maximum of two (2) amenity access cards, and amenity access is restricted to individuals residing on the leased Lot.

12. **Violation Constitutes Default.** Failure by the tenant or the tenant's invitees to comply with the Governing Documents will be deemed to be a default under the lease. When the Association notifies an Owner of such Owner's tenant's violation, the Owner will promptly obtain his tenant's compliance or exercise his rights as a landlord for tenant's breach of lease. If the tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord for the default, including eviction of the tenant, subject to the terms of the Declaration.

13. **Registration Procedures**. The following registration requirements have been established by the Association pursuant to the enforcement authority set forth in the Declaration.

    a. **Registration Required**. An Owner seeking to lease a Lot must provide the lease agreement, along with any required fees and documentation, to the Association prior to the commencement of the lease term.

    b. **Registration Fee**. The Association may charge a registration fee that must be submitted at the time of registration.

14. **Tenant Information**. The Owner shall provide the Association with the names of the tenants at the time the lease is provided.

15. **Fines**. The following fines have been established by the Board of Directors pursuant to the enforcement authority set forth in the Declaration. However, the Board reserves the right to assess fines on a case by case basis and to establish additional fines. Owners violating the Leasing Rules, including a violation of the minimum lease term, may be fined the amounts set forth below:

Violation	Fine Amount
Failure to Register	Initial Fine: $1,000 After 15 Days: $500 per week
Unauthorized Rental	$1,000 per week
All Other Violations	Initial Fine: $500 Continuing Violation: $250 per week

NOTE: Short-term rental activity prohibited under these rules will be considered a continuing violation if the Lot continues to be advertised for lease periods shorter than the minimum term set forth herein. Accordingly, the daily fine amount will apply to the entire period of time until all rental activity, to include both leasing ***and advertising for terms less than six (6) months***, ceases.

16. **Existing Leases**. All leases in existence on or before the date these rules are recorded must be provided to the Association within ninety (90) days of these rules becoming effective.

17. **No Sex Offenders**. No occupant of any rental home may be a person who has been convicted of a sex crime: (1) that involved a victim who was less than 16 years of age at the time of the sex crime; and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor at the time of the offense and who was not convicted as an adult is exempt from the application of this Section. At the time this instrument was recorded, the foregoing rule was consistent with the U.S. Department of Housing and Urban Development guidelines for sex offender occupancy of public housing and the rule is modeled after such prohibitions. The Association may enforce this rule; however, the Association does not have a duty to monitor compliance with this rule and no rights are created by this provision. **SPECIFICALLY, THE ASSOCIATION HAS NO OBLIGATION TO KEEP TRACK OF SEX OFFENDERS IN THE SUBDIVISION OR TAKE ACTION AGAINST A TENANT OR LESSEE WHO RESIDES IN THE COMMUNITY IN VIOLATION OF ANY RULE PROHIBITING SEX OFFENDERS. OWNERS HAVE NO CAUSE OF ACTION OR CLAIM AGAINST THE ASSOCIATION FOR ANY CRIMINAL ACT BY A TENANT OR LESSEE RESIDING IN THE COMMUNITY IN VIOLATION OF THE FOREGOING RULE.**

18. **Miscellaneous**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all

other terms and provisions of the Declaration remain in full force and effect as written.

Exhibit A

LEASE NOTICE DOCUMENT

LEASE NOTICE FORM

Name:_____Cell Phone: _____

Email Address: _____

Co-Owner's Name:_____Cell Phone: _____

Email Address: _____

Owner's Permanent Address: _____

Lot Address: _____

The following must be submitted along with this Lease Notice form:

Lease Addendum (attached)

Complete Lease Agreement (Owner to provide copy of lease) Lease Processing Fee (Check payable to the Association)

By my signature below, I acknowledge and agree to the following:

I understand the lot is in a deed-restricted community, and that Property Owners Association of Vintage Oaks, Inc. (the "Association") is authorized and empowered to enforce the deed restrictions. I have provided the community rules to the tenants of my Lot, including the following documents, which I have also reviewed and understand all covenants and restrictions in the governing documents for the Association.

Agreed and accepted:	
Print Name: _____	Print Name: _____
Signature:_____	Signature:_____
Date: _____	Date: _____

LEASE ADDENDUM

Tenant's Name:_____Cell Phone: _____

Co-Tenant's Name:_____Cell Phone: _____

Lot Address: _____

By their signatures below, the parties acknowledge and agree to the following:

I understand the Lot is in a deed-restricted community, and that Property Owners Association of Vintage Oaks, Inc. is authorized and empowered to enforce the deed restrictions.

I have received copies of the community rules and agree to be bound by them, including the Leasing Rules.

Authorization and Release – I understand use of the community amenities, facilities, and any common area is at my own risk. I, for myself, my heirs, and for any minor children listed below (each, a "User"), HOLD HARMLESS AND RELEASE Property Owners Association of Vintage Oaks, Inc. (the "Association"), and the Association's managers, agents, employees, affiliates, officers, and directors, from any and all claims and causes of action including, but not limited to, any claim for personal injury or property damage, arising out of or relating in any way to use of the community amenities, facilities, and any common areas. I agree to pay or reimburse the Association for any damage caused by members of my household or any household guest.

AGREED AND ACCEPTED - DATE: _____

OWNER:

NAME:_____ **SIGNATURE:** _____

TENANT:

NAME:_____ **SIGNATURE:** _____

ACKNOWLEDGEMENT

The undersigned hereby certifies that he/she is the duly elected, qualified and acting PRESIDENT of Property Owners Association of Vintage Oaks, Inc. (the "Association"), and that this is a true and correct copy of the Rental Policy adopted by the Association.

IN WITNESS WHEREOF, the undersigned has executed this acknowledgement on the 7th day of SEPTEMBER, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC. a Texas nonprofit corporation.

By: _____
Printed Name: DONALD E. WAGNER
Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me of on 09-07-22 by Don Wagner, on behalf of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation, on behalf of said corporation.

[SEAL]

Heidi Krasner
Notary Public Signature

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/07/2022 01:44:33 PM
CHRISTY 9 Pages(s)
202206040110

Bobbie Koepp

AFTER RECORDING RETURN TO:
Alex S. Valdes, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD

Comal County, Texas

Cross Reference to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 202206028966, Official Public Records of Comal County, Texas.

FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD

This First Amended and Restated Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard (the "**Amendment**") is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("**SouthStar**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 202206028966, Official Public Records of Comal County, Texas (the "**Declaration**").

B. Pursuant to *Section 15.2* of the Declaration, the Declaration may be amended unilaterally by the Declarant for any purpose until termination of the Class "B" membership. The Class "B" membership has not terminated.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Section 10.5**. *Section 10.5* of the Declaration is hereby deleted in its entirety and replaced with the following:

10.5 Leasing. An Owner may only lease his Lot subject to and in accordance with the terms and restrictions contained in the Declaration, as amended and supplemented, including the requirements of this *Section 10.5*.

a) **Minimum Lease Term.** Any lease must be for an initial term of not less than six (6) months.

b) **Entire Lot Leased.** A Lot may be leased only in its entirety; no fraction or portion of a Lot may be leased.

c) **Initial Owner-Occupancy Term**. An Owner must reside in a home for the first twelve (12) consecutive months after acquiring an ownership interest in the home. The Initial Owner-Occupancy Term shall not apply to Owners who purchased a Lot in Vintage Oaks prior to the date this amendment was executed.

d) **No Subleasing**. A Lot may not be subleased without the prior written approval of the Board which shall be determined in its sole and absolute discretion.

e) **Single Family Residential Use Only**. Single family use restrictions apply

to any lease.

f) **Lease to be in Writing**. All leases must be in writing.

g) **Rules to be Provided to Tenant**. The Owner must provide the tenant with copies of the Declaration, the Bylaws, and all other rules, regulations, policies, and procedures of the Association as a condition of entering into the lease. The tenant may be required to acknowledge, in writing, receipt of the governing documents and rules.

h) **Association Not Liable for Damages**.

(i) The Owner of a leased home is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Documents against his tenant.

(ii) The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Documents against the Owner's tenant.

i) **No "For Rent" or "For Lease" Signs**. Without the Board's prior written permission, no person may post or maintain a sign anywhere on the Lot that advertises a house for rent or for lease. This includes, without limitation, yard signs, signs in or on windows, and signs on vehicles.

j) **Use of Community Amenities**. An Owner who does not occupy a home in Vintage Oaks is not entitled to use the community amenities if the Lot is used for rental purposes. Although an Owner has a general right to delegate to this tenant the Owner's right to use common area amenities, the Association may condition the tenant's use on the Owner's compliance with procedures to confirm ownership and verify tenancy.

k) **No Sex Offenders**. No occupant of any rental home may be a person who has been convicted of a sex crime (1) that involved a victim who was less than 16 years of age at the time of the sex crime, and (2) which requires the person to register on the Texas Department of Public Safety's Sex Offender Database. A sex offender who was a minor at the time of the offense and who was not convicted as an adult is exempt from the application of this Section. At the time this instrument was recorded, the foregoing rule was consistent with the U.S. Department of Housing and Urban Development guidelines for sex offender occupancy of public housing and the rule is modeled after such prohibitions. The Association may enforce this rule; however, the Association does not have a duty to monitor compliance with this rule and no rights are created by this provision. **SPECIFICALLY, THE ASSOCIATION HAS NO**

OBLIGATION TO KEEP TRACK OF SEX OFFENDERS IN THE SUBDIVISION OR TAKE ACTION AGAINST A TENANT OR LESSEE WHO RESIDES IN THE COMMUNITY IN VIOLATION OF ANY RULE PROHIBITING SEX OFFENDERS. OWNERS HAVE NO CAUSE OF ACTION OR CLAIM AGAINST THE ASSOCIATION FOR ANY CRIMINAL ACT BY A TENANT OR LESSEE RESIDING IN THE COMMUNITY IN VIOLATION OF THE FOREGOING RULE.

l) **Additional Rules**. The Association may promulgate additional rules and policies applicable to the leasing of Lots so long as such rules are not inconsistent with the restrictions contained in this *Section 10.5.*

m) **Owner Responsibility**. The Owner of a Lot used for rental purposes remains liable to the Association for all assessments, duties, and communications relating to the Lot and its occupants.

2. **Effect of Amendment**. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

[SIGNATURE PAGE TO FOLLLOW]

Executed to be effective this 7 day of September, 2022.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 7 day of September, 2022, by Thad Rutherford, President of SouthStar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.

Terry L. Cole
Notary Public, State of Texas

(seal)

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/07/2022 01:48:53 PM
CHRISTY 5 Pages(s)
202206040111

Bobbie Koepp

NOTICE OF FILING OF CERTIFIATE OF FORMATION
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

STATE OF TEXAS §
§
COUNTY OF COMAL §

The undersigned, being the Community Manager of the Property Owners Association of Vintage Oaks, Inc. (the "**Association**") as established by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintages Oaks at the Vineyard, recorded under Document No. 202206028966, in the Official Public Records of Comal County, Texas, does hereby certify that attached hereto as **Exhibit "A"** is a true and correct copy of the Certificate of Formation for the Association, filed on August 15, 2006 in the office of the Secretary of State of Texas.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: Laura Ficco
Name: Laura Ficco
Title: Community Manager

STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me this 7 day of September 2022, by Laura Ficco, Community Manager, on behalf of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

[SEAL]

Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Heidi Krasner
Notary Public Signature

AFTER RECORDING RETURN TO:
WINSTEAD PC
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TEXAS 78701
AVALDES@WINSTEAD.COM

4880-1518-8785v.1 56448-1

EXHIBIT "A"

CERTIFICATE OF FORMATION
[*ATTACHED*]

Form 202
(Revised 1/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512/463-5709
Filing Fee: $25

This space reserved for office use.

Certificate of Formation
Nonprofit Corporation

FILED
In the Office of the
Secretary of State of Texas
AUG 15 2006
Corporations Section

Article 1 – Entity Name and Type

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

Property Owners Association of VintageOaks, Inc.

Article 2 – Registered Agent and Registered Office

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

OR

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

First Name	M.I.	Last Name	Suffix
Jack	H.	Dean	

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

Street Address	City	State	Zip Code
14500 Ranch Road 12 #2	Wimberley	TX	78676

Article 3 – Management

☐ The management of the affairs of the corporation is to be vested in the nonprofit corporation's members.

OR

☒ The management of the affairs of the corporation is vested in the board of directors. The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors until the first annual meeting of members or until their successors are elected and qualified are as follows:

A minimum of three directors required.

Director 1

First Name	M.I.	Last Name	Suffix
Daniel	C	Koscher	

Street or Mailing Address	City	State	Zip Code	Country
4960 Conference Way N #100	Boca Raton	FL	33431	USA

RECEIVED
Form 202
AUG 15 2006
Secretary of State

Director 2					
Terrell		Jones			
First Name	*M.I.*	*Last Name*			*Suffix*
4960 Conference Way # 100 N	Boca Raton	FL	33431	USA	
Street or Mailing Address	*City*	*State*	*Zip Code*	*Country*	

Director 3					
Jack	H	Dean			
First Name	*M.I.*	*Last Name*			*Suffix*
14500 Ranch Rd 12 #2	Wimberley	TX	78676	USA	
Street or Mailing Address	*City*	*State*	*Zip Code*	*Country*	

Article 5 - Members

☒ The nonprofit corporation shall have members.

☐ The nonprofit corporation will have no members.

Article 6 - Purpose

This nonprofit corporation is formed for any lawful purpose or purposes not expressly prohibited under chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

Article 7 - Distribution Upon Dissolution

☐ The corporation is authorized on its winding up to distribute the nonprofit corporation's assets in a manner other than as provided by section 22.304 of the Code. The manner of distribution is as follows or as set forth in the attached addendum which is incorporated herein by reference:

Supplemental Provisions/Information

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

Organizer

The name and address of the organizer:

Jack H. Dean
Name

PO Box 896 | Wimberley | TX | 78676
Street or Mailing Address | *City* | *State* | *Zip Code*

Effectiveness of Filing

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

B. [ ] This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. [ ] This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

_____

_____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 8/14/06

_____
Signature of organizer

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/08/2022 08:44:10 AM
CHRISTY 5 Pages(s)
202206040190

Bobbie Koepp

DOCUMENT HAS POOR QUALITY RECORDED AS RECEIVED

NON-MATERIAL CORRECTION INSTRUMENT

(Pursuant to Section 5.028, Texas Property Code)

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD

TO THE COUNTY CLERK:

PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE INSTRUMENT BEING CORRECTED:

DECLARANT: **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company

State of Texas §
County of Comal §

"Original Instrument"

Document Type: Amendment
Recording Date: September 7, 2022
Recording Information: 202206040111

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company is Declarant pursuant to the Amendment, as defined below.

Declarant caused to be filed that certain First Amendment To Amended And Restated Declaration Of Covenants, Conditions, And Restrictions For Vintage Oaks At The Vineyard, recorded under Document No. 202206040111, in the Official Public Records of Comal County, Texas (the "**Amendment**"). This instrument is made as a correction to the Amendment as originally recorded.

The Declarant signature page neglected to include the Declarant's signature. The signature page is hereto resubmitted as Attachment A to this correction instrument, and shall henceforth replace the signature page of the Original Instrument as of the date hereof.

Jarrett Hayman, as evidenced by his signature below, is an employee of Winstead PC, which firm is retained to represent Declarant. He has personal knowledge of the relevant facts and has examined the

Declaration and has determined that a nonmaterial error exists that can be properly corrected through the recordation of this instrument.

Other than the stated correction above, this instrument is intended to restate in all aspects the Declaration and the Effective Date of this instrument relates back to the effective date of the Declaration.

Upon execution, a copy of this instrument shall be sent via U.S. First Class Mail to each party to the original Declaration in accordance with the provisions of Sections 5.028(d)(2) of the Texas Property Code.

Jarrett Hayman

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 8, 2022, by Jarrett Hayman, known personally to me.

[SEAL]

JANIS CARMEN
Notary Public, State of Texas
Notary ID 12508788-6
My Commission Exp. 10-15-2024

NOTARY PUBLIC, State of Texas
My Commission Expires: 10/15/2024
Printed Name: Janis Carmen

ATTACHMENT A

Executed to be effective this 7 day of September, 2022.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 7 day of September, 2022, by Thad Rutherford, President of SouthStar at Vintage Oaks, LLC, a Texas limited liability company, on behalf of said limited liability company.

(seal)

TERRY L. COLE
Notary Public, State of Texas
Comm. Expires 05-19-2023
Notary ID 128620161

Terry L. Cole
Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/08/2022 01:29:47 PM
LOUISA 4 Pages(s)
202206040287

Bobbie Koepp

THIRD AMENDED AND RESTATED
MANAGEMENT CERTIFICATE
OF
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

The undersigned, being an officer of Property Owners Association of Vintage Oaks, Inc. (the "**Association**"), and in accordance with Section 209.004 of the Texas Property Code, does hereby certify as follows:

THIS CERTIFICATE AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY THAT CERTAIN AMENDED AND RESTATED MANAGEMENT CERTIFICATE, RECORDED AS DOCUMENT NO. 202206000446 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS; AND THAT CERTAIN SECOND AMENDED AND RESTATED MANAGEMENT CERTIFICATE, RECORDED AS DOCUMENT NO. 202206036765 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

1. The name of the subdivision: Vintage Oaks at the Vineyard.

2. The name of the Association: Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

3. The recording data for the subdivision: **VINTAGE OAKS AT THE VINEYARD UNIT ONE**: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on January 4th, 2007, in the real property records of Comal County, Texas, by Document #200706000394, and to which plat reference is hereby made for a more particular description of said land.

   VINTAGE OAKS AT THE VINEYARD UNIT TWO: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 4, 2007, in the real property records of Comal County, Texas, by Document #200706040713, and to which plat reference is hereby made for a more particular description of said land.

   VINTAGE OAKS AT THE VINEYARD, UNIT 3: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded on October 19, 2012, in the Official Public Records, Comal County, Texas, by Document #201206036750, and to which plat reference is hereby made for a more particular description of said land.

   VINTAGE OAKS AT THE VINEYARD, UNIT 4: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal

County, Texas, at Clerk's Document #201206040252, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 5: ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M & S Engineering, a copy of which plat was recorded in the real property records of Comal County, Texas, at Clerk's Document #201306040370, and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 6: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey for Vintage Oaks at the Vineyard, Unit 6 a copy of which plat was recorded at Comal County Clerk's Document #201306051565, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 7: Lots, tracts or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 7 a copy of which plat was recorded at Comal County Clerk's Document #201406005729, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said property and consisting of Lots 1046 through 1054, Vintage Oaks at the Vineyard, Unit 7.

VINTAGE OAKS AT THE VINEYARD, UNIT 8: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 8 a copy of which plat was recorded at Comal County Clerk's Document #201406026476, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 9: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 9 a copy of which plat was recorded at Comal County Clerk's Document #201506011975, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 10: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 10 a copy of which plat was recorded at Comal County Clerk's Document #201506042037, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 11: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being

in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 11 a copy of which plat was recorded at Comal County Clerk's Document #201506048246, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 12: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 12 a copy of which plat was recorded at Comal County Clerk's Document #201606022241, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 13: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 13 a copy of which plat was recorded at Comal County Clerk's Document #201606041095, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 14: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 14 a copy of which plat was recorded at Comal County Clerk's Document #201706006744, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 15: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 15 a copy of which plat was recorded at Comal County Clerk's Document #201706006749, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 16: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, Unit 16 a copy of which plat was recorded at Comal County Clerk's Document #201706026888, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 17: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 17 a copy of which plat was recorded at Comal County Clerk's Document #201706036819, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 18: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 18 a copy of which plat was recorded at Comal County Clerk's Document #201806005052, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 19: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 19 a copy of which plat was recorded at Comal County Clerk's Document #201806006077, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 20: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 20 a copy of which plat was recorded at Comal County Clerk's Document #201806019282, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 21: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 21 a copy of which plat was recorded at Comal County Clerk's Document #201806030248, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 22: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 22 a copy of which plat was recorded at Comal County Clerk's Document #201806032357, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 23: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 23 a copy of which plat was recorded at Comal County Clerk's Document #201906007202, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 24: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 24 a copy of which plat was recorded at Comal County Clerk's Document #201906011302, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 25: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 25 a copy of which plat was recorded at Comal County Clerk's Document #201906013327, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 26: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 26 a copy of which plat was recorded at Comal County Clerk's Document #201906028631, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 27: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 27 a copy of which plat was recorded at Comal County Clerk's Document #202006030773, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 28: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 28 a copy of which plat was recorded at Comal County Clerk's Document #202006037730, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 29: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 29 a copy of which plat was recorded at Comal County Clerk's Document #202106058260, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

VINTAGE OAKS AT THE VINEYARD, UNIT 30: ALL TRACTS or parcels of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat of survey for Vintage Oaks at the Vineyard, The Grove, Unit 30 a copy of which plat was recorded at Comal County Clerk's Document #202206007284, Official Real Property Records of Comal County, Texas and to which plat reference is hereby made for a more particular description of said land.

4. The recording data for the Declaration with any amendments and/or supplements to the Declaration: The recording data for the Declaration and any amendments and supplements thereto, are particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

5. The name and mailing address of the Association: Property Owners Association of Vintage Oaks, Inc., c/o The Neighborhood Company, 1118 Vintage Way, New Braunfels, Texas 78132, Attn: Laura Ficco.

6. The name, mailing address, telephone number, and email address of the person managing the Association:

Name:	The Neighborhood Company
Attn:	Laura Ficco
Mailing Address:	1118 Vintage Way, New Braunfels, Texas 78132
Telephone Number:	830-264-2454
Email Address:	info@neighborhoodco.com

7. Website to access the Association's dedicatory instruments: www.VintageOaksOwners.com

8. Amount and description of fees related to property transfer in the subdivision: The Association fees are in the following amounts:

Resale Certificate - $375.00

Transfer Fee - $375.00

Working Capital Assessment:

Unimproved Lot - $750.00

Improved Lot - $1,500.00

The Association fees cover all costs that the Association incurs related to a property transfer in the subdivision.

EXECUTED to be effective on the date this instrument is Recorded.

[*SIGNATURE PAGE TO FOLLOW*]

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a Texas non-profit corporation

By: _____

Name: Laura Ficco

Title: Community Manager

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 8 day of September 2022, by Laura Ficco, Community Manager, on behalf of Property Owners Association of Vintage Oaks, Inc., a Texas non-profit corporation.

[SEAL]

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

_____
Notary Public Signature

AFTER RECORDING RETURN TO:

WINSTEAD PC
401 CONGRESS AVENUE, SUITE 2100
AUSTIN, TEXAS 78701
AVALDES@WINSTEAD.COM

EXHIBIT "A"

RECORDING DATA FOR THE DECLARATION AND RELATED DOCUMENTS

1. Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 200706000771, Official Public Records of Comal County, Texas.

2. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706000772, Official Public Records of Comal County, Texas.

3. First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706015464, Official Public Records of Comal County, Texas.

4. Second Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit One, recorded as Document No. 200706027104, Official Public Records of Comal County, Texas.

5. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Two, recorded as Document No. 200706040721, Official Public Records of Comal County, Texas.

6. First Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201106044284, Official Public Records of Comal County, Texas.

7. Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Three, recorded as Document No. 201206037003, Official Public Records of Comal County, Texas.

8. Fourth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Four, recorded as Document No. 201206041113, Official Public Records of Comal County, Texas.

9. Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306039084, Official Public Records of Comal County, Texas.

10. First Amended Fifth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit Five, recorded as Document No. 201306042081, Official Public Records of Comal County, Texas.

11. Sixth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard Unit 6, recorded as Document No. 201306051741, Official Public Records of Comal County, Texas.

12. Second Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201406032083, Official Public Records of Comal County, Texas.

13. Seventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 7, recorded as Document No. 201406006128, Official Public Records of Comal County, Texas.

14. Eighth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 8, recorded as Document No. 201405026570, Official Public Records of Comal County, Texas.

15. Ninth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 9, recorded as Document No. 201506012054, Official Public Records of Comal County, Texas.

16. Tenth Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 10, recorded as Document No. 201506042121, Official Public Records of Comal County, Texas.

17. Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, Unit 11, recorded as Document No. 20150604349, Official Public Records of Comal County, Texas.

18. Third Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201606000890, Official Public Records of Comal County, Texas.

19. Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201606034595, Official Public Records of Comal County, Texas.

20. Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 12, recorded as Document No. 201606024016, Official Public Records of Comal County, Texas.

21. Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 13, recorded as Document No. 201606045633, Official Public Records of Comal County, Texas.

22. Fourth Amendment to Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, recorded as Document No. 201706028668, Official Public Records of Comal County, Texas.

23. Supplement to Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 201706050104 Official Public Records of Comal County, Texas.

24. Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard [Units 1, 2, 4, 5, 6, 8, 9, 10, & 11], recorded as Document No. 201706028671, Official Public Records of Comal County, Texas.

25. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Amended Fine and Enforcement Policy, recorded as Document No. 201706038551, Official Public Records of Comal County, Texas.

26. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Property Owners Association of Vintage Oaks, Inc. Assessment Collection Policy, recorded as Document No. 201706050096, Official Public Records of Comal County, Texas.

27. Secretary's Certificate – Property Owner's Association of Vintage Oaks Inc. Property Owners Association of Vintage Oaks, Inc. Fireworks Policy, recorded as Document No. 201706050099, Official Public Records of Comal County, Texas.

28. Fourteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 14, recorded as Document No. 201706007697, Official Public Records of Comal County, Texas.

29. Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 15, recorded as Document No. 201706008104, Official Public Records of Comal County, Texas.

30. Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 16, recorded as Document No. 201706027258, Official Public Records of Comal County, Texas.

31. Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706014965 in the Official Public Records of Comal County, Texas, with a recording date of March 30, 2017.

32. Fourth [Fifth] Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706028668 in the Official Public Records of Comal County, Texas.

33. Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 17, recorded as Document No. 201706037155, Official Public Records of Comal County, Texas.

34. Non-Material Correction Instrument – Vintage Oaks at the Vineyard Amendment to Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 201806013767, Official Public Records of Comal County, Texas.

35. Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 18, recorded as Document No. 201806005728, Official Public Records of Comal County, Texas.

36. Vintage Oaks at the Vineyard First Amendment to Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 18, recorded as Document No. 201806021323, Official Public Records of Comal County, Texas.

37. Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 19, recorded as Document No. 201806006130, Official Public Records of Comal County, Texas

38. Vintage Oaks at the Vineyard First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions, Unit 19, recorded as Document No. 201806021325, Official Public Records of Comal County, Texas.

39. Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 20, recorded as Document No. 201806020106, Official Public Records of Comal County, Texas.

40. Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 21, recorded as Document No. 201806030528, Official Public Records of Comal County, Texas.

41. Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 22, recorded as Document No. 201806033120, Official Public Records of Comal County, Texas.

42. Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 23, recorded as Document No. 201906007292, Official Public Records of Comal County, Texas.

43. Twenty-Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 24, recorded as Document No. 201906011867, Official Public Records of Comal County, Texas

44. Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 25, recorded as Document No. 201906013760, Official Public Records of Comal County, Texas.

45. Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 26, recorded as Document No. 201906032537, Official Public Records of Comal County, Texas.

46. Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 27, recorded as Document No. 202006033902, Official Public Records of Comal County, Texas.

47. Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 28, recorded as Document No. 202006038426, Official Public Records of Comal County, Texas.

48. Vintage Oaks at the Vineyard – Supplemental Policies and Rules Adopted Pursuant to the 2021 Legislative Session, recorded as Document No. 202106055905, Official Public Records of Comal County, Texas.

49. Vintage Oaks at the Vineyard – Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [Units 1, 2 & 4], recorded as Document No. 202106061667, Official Public Records of Comal County, Texas.

50. Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 202206000436, Official Public Records of Comal County, Texas.

51. Vintage Oaks at the Vineyard – Gated Roadway Construction Fee [Units 1, 2, 4, & 16], recorded as Document No. 202206002224, Official Public Records of Comal County, Texas.

52. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206028966, Official Public Records of Comal County, Texas.

53. Vintage Oaks at the Vineyard [The Grove] – Amended and Restated Design Guidelines, recorded as Document No. 202206029755, Official Public Records of Comal County, Texas.

54. Vintage Oaks at the Vineyard – Second Amended and Restated Architectural and Site Design Guidelines, recorded as Document No. 202206029763, Official Public Records of Comal County, Texas.

55. Declarant' Appointment of Directors – Vintage Oaks, recorded as Document No. 202206033197, Official Public Records of Comal County, Texas.

56. Vintage Oaks at the Vineyard Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard [Units 1 through 30], recorded as Document No. 202206033204, Official Public Records of Comal County, Texas.

57. First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206040111, and corrected in Document No. 202206040287 Official Public Records of Comal County, Texas.

58. Vintage Oaks Leasing Policy, recorded as Document No. 202206040110, Official Public Records of Comal County, Texas.

59. Notice of Filing of Certificate of Formation – Property Owners Association of Vintage Oaks, Inc., recorded as Document No. 202206040190, Official Public Records of Comal County, Texas.

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Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/08/2022 03:16:37 PM
CHRISTY 13 Pages(s)
202206040329

Bobbie Koepp

202206053304 12/29/2022 08:47:31 AM 1/76

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VINTAGE OAKS AT THE VINEYARD

COMAL COUNTY, TEXAS

THIS DOCUMENT AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY, THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD, COMAL COUNTY, TEXAS, RECORDED AS DOCUMENT NO. 202206028966 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Every Lot in Vintage Oaks at the Vineyard is subject to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended, and is within a Unit that is subject to a supplemental declaration of covenants, conditions, and restrictions specific to that Unit. Every Owner of a Lot in Vintage Oaks at the Vineyard is encouraged to obtain and become familiar with the supplemental declaration applicable to such Owner's Lot. This document does not replace, restate or amend any such supplement, each of which remains in full effect as recorded and/or amended.

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SECOND AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VINTAGE OAKS AT THE VINEYARD

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("SouthStar"), and is as follows:

R E C I T A L S:

A. Bluegreen Southwest One, L.P, a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201406032083 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Adopting of Working Capital Assessment, recorded as Document No. 201406037322, Official Public Records of Comal County, Texas; by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201606000890 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201606048482 in the Official Public Records of Comal County, Texas; by that certain Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201706014965 in the Official Public Records of Comal County, Texas; by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706028668 in the Official Public Records of Comal County, Texas, as corrected in that certain Non-Material Correction Instrument dated April 9, 2018 and recorded as Document No. 201806013767, Official Public Records, Comal County, Texas; further amended by that certain Vintage Oaks at The Vineyard Second Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201706050125 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Third Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201906041535 in the Official Public Records of Comal County, Texas; by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document Number 202106026921 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as

Document No. 202206000436 in the Official Public Records of Comal County, Texas; and further amended by that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206028966, Official Public Records of Comal County, Texas; and the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206040111, Official Public Records of Comal County, Texas (collectively, the "Combined Declarations").

B. Pursuant to the terms and provisions of that certain Assignment of Declarant's Rights recorded under Document No. 201206016339 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Combined Declarations. For the purpose of this Second Amended and Restated Declaration, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

C. Pursuant to *Section 15.2 (a)* of the Amended and Restated Declaration, the Amended and Restated Declaration may be amended unilaterally by the Declarant for any purpose until termination of the Class "B" membership. There after the Declarant has limited powers to amend. The Class "B" membership shall terminate simultaneously with Declarant's execution and recording of the Assignment of Declarant's Rights in the Official Public Records of Comal County, Texas.

D. This Second Amended and Restated Declaration is filed with respect to that certain real property located in Comal County, Texas, described on Exhibit "A" and the additional units annexed by Supplemental Declarations described on Exhibit "B" hereto (the "Property").

E. Declarant now desires to amend, restate, and replace the First Amended and Restated Declaration and any amendments and restatements thereof in their entirety. Specific Neighborhood Supplemental Declarations shall remain in full force and effect.

ARTICLE I
DEFINITIONS

The terms in this Second Amended and Restated Declaration and the exhibits to this Second Amended and Restated Declaration shall generally be given their natural, commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

1.1 "Act" shall mean and refer to the Texas Residential Property Owners Protection Act, Chapter 209 of the Texas Property Code, as such act may be amended.

1.2 "Adjacent Properties" shall mean and refer to any residential, nonresidential, or recreational areas, including, without limitation: single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the Association; which are not subject to this Second Amended and Restated

Declaration; and which are neither Lots nor Common Areas as defined in this Second Amended and Restated Declaration.

1.3 "ARA" shall mean and refer to the Architectural Review Authority, as defined by the TEX. PROP. CODE § 209.00505 and as described in *Section 9.2*.

1.4 "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Second Amended and Restated Declaration, any Supplemental Declaration (as defined herein) or other applicable covenant, contract, or agreement. The Area of Common Responsibility shall include any real property and improvements that are designated as areas to be maintained by the Association on a recorded subdivision plat for any portion of the Properties.

1.5 "Assessment" or "Assessments" shall mean and refer to all assessment(s) and charges imposed by the Association under this Second Amended and Restated Declaration to be charged to the Members, including but not limited to, general assessments, neighborhood assessments, special assessments, specific assessments and working capital assessments, as applicable, and Charges as defined herein.

1.6 "Association" shall mean and refer to the Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation, its successors or assigns.

1.7 "Board of Directors" or "Board" shall mean and refer to the group of persons vested with the management of the affairs of a nonprofit corporation homeowners' association and are responsible for performing the duties and responsibilities set forth in the Governing Document.

1.8 "Builder" shall mean and refer to any Person who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one (1) or more parcels of land within the Properties for further subdivision, development, and/or resale in the ordinary course of such Person's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers.

1.9 "Bylaws" shall mean and refer to the Bylaws, as restated, amended or supplemented, of the Property Owners Association of Vintage Oaks, Inc.

1.10 "Certificate of Formation" shall mean and refer to the Certificate of Formation of Property Owners Association of Vintage Oaks, Inc., as filed with the Secretary of State of the State of Texas on August 15, 2006 (File Number: 0800694935), and recorded as Document No. 202206040190, in the Official Public Records of Comal County, Texas.

1.11 "Charges" shall mean and refer to those expenses, late fees, administrative fees, fines, interest, professional fees, and charges as set forth in *Article VIII* herein, and all of which are secured by the Assessment lien established in *Section 8.1*.

1.12 "Common Area" shall mean and refer to all real and personal property, including easements and licenses, which the Association owns, leases or holds possessory or use rights in, for the common use and enjoyment of the Owners. The term also shall include the Exclusive Common Area, as defined below.

1.13 "Common Expenses" shall mean and refer to the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents.

1.14 "Community Manual" shall mean and refer to the Community Manual which may be adopted and amended, from time to time, by the Association as part of the project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules, Regulations and Policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by a Majority of the Board.

1.15 "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. The current community standard shall be continued as is now and as more specifically determined in the future by the Board of Directors and the ARA.

1.16 "Cost Sharing Agreement" shall mean and refer to any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of or within the Properties.

1.17 "Declarant" shall mean and refer to the Declarant, SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, its successors or assigns; provided that any assignment(s) of the rights of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, as Declarant, must be expressly set forth in writing and recorded.

1.18 "Design Guidelines" shall mean and refer to the design and construction guidelines and application and review procedures applicable to the Properties. The Declarant previously adopted Design Guidelines for The Grove ("The Grove Design Guidelines") which are separate and distinct from the Design Guidelines for the remainder of the Lots within the Properties outside of the Grove (the "Vintage Oaks Design Guidelines"). The ARA may make recommendations for amending, supplementing and/or restating the Design Guidelines. The Board of Directors is vested with the authority to amend, supplement and/or restate the Design Guidelines, in its sole discretion. The Grove Design Guidelines and the Vintage Oaks Design Guidelines may be collectively referred to herein as the "Design Guidelines".

1.19 "Development" shall mean and refer to the Properties subject to this Second Amended and Restated Declaration and known as Vintage Oaks at the Vineyard.

1.20 "Exclusive Common Area" shall mean and refer to a portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Neighborhoods or Lots, as more particularly described herein.

1.21 "First Amended and Restated Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206028966, Official Public Records of Comal County, Texas; as amended by the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206040111, Official Public Records of Comal County, Texas.

1.22 "General Assessment" shall mean and refer to an Assessment levied on all Lots subject to assessment under *Article VIII* to fund Common Expenses for the general benefit of all Lots, as more particularly described in *Section 8.2* and the Bylaws.

1.23 "Governing Documents" shall mean and refer to this Second Amended and Restated Declaration, the Bylaws, Certificate of Formation, all Supplemental Declarations, the Design Guidelines, and any rules, regulations and policies adopted by the Association, all Cost Sharing Agreements and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time.

1.24 "The Grove" shall mean and refer to Unit 15, as described on the plat recorded as Document No. 201706006749, in the Official Public Records of Comal County, Texas; Unit 18, as described on the plat recorded as Document No. 201806005052, in the Official Public Records of Comal County, Texas; Unit 24, as described on the plat recorded as Document No. 201906011302 in the Official Public Records of Comal County, Texas; Unit 27, as described on the plat recorded as Document No. 202006030773 in the Official Public Records of Comal County, Texas; and Unit 29, as described on the plat recorded as Document No. 202106018739 in the Official Public Records of Comal County, Texas, inclusive.

1.25 "Improvement" shall mean and refer to all physical enhancements and alterations to the Property, including but not limited to staking, grading, excavation, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, basketball hoops, swing sets and similar sport and play equipment, clotheslines, recreational facilities, swimming pools, hot tubs, gazebos, pergolas, solar panels, satellite dishes, dog runs, animal pens, artificial vegetation, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, signs, antennas, exterior air conditioning equipment, including window units, or

fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.26 "Lien" shall mean and refer to an encumbrance and charge against an Owner(s) Lot to secure all Assessments and Charges, including expenses, late fees, administrative fees, fines, interest, professional fees including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts which is due and payable to the Association by an Owner as established in *Section 8.1* of this Second Amended and Restated Declaration, as amended or restated from time to time. The Lien shall be a continuing lien and shall run with the land.

1.27 "Lot" shall mean and refer to a portion of the Properties, whether improved or unimproved, which may be independently owned and conveyed, and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Area or property dedicated to the public, and in the case of a building within a condominium or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Lot.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Lot until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

1.28 "Majority" shall mean and refer to those votes, Owners, Members, Board of Directors or other groups, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.29 "Master Plan" shall mean and refer to the land use plan or development plan for Vintage Oaks at The Vineyard prepared by M & S Engineering, PO Box 970, Spring Branch TX 78070, as such plan may be amended from time to time, which includes the property described on Exhibit "A" and the additional property described on Exhibit "B" that Declarant has annexed and made subject to this Second Amended and Restated Declaration.

1.30 "Member" shall mean and refer to a Person entitled and subject to membership in the Association pursuant to *Section 3.1* and the Bylaws.

1.31 "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.32 "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

1.33 "Neighborhood" shall mean and refer to a particular Unit (as defined below) within the Properties.

1.34 "Neighborhood Assessments" shall mean and refer to assessments levied against the Lots in a particular Unit or Units of Vintage Oaks at the Vineyard, but less than all Units, to fund expenses specific to such Unit or Units, as described in *Section 8.3* and the Bylaws.

1.35 "Neighborhood Expenses" shall mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Unit within the Development, but less than all Units, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Unit(s).

1.36 "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot, including any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is owned by more than one (1) Person, such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner. For purposes of voting, no fractional votes are permitted.

1.37 "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.38 "Properties" shall mean and refer to the real property described on Exhibit "A", and the additional units annexed by Supplemental Declarations described on Exhibit "B" hereto, as such exhibits may be amended or supplemented from time to time to reflect any additions of property in accordance with *Article VII*.

1.39 "Public Records" shall mean and refer to the Official Public Records of Comal County, Texas.

1.40 "Record, Recordation, Recorded and Recording" shall mean and refer to documents recorded or to be recorded in the Official Public Records of Comal County, Texas.

1.41 "Residence" or "Single-Family Residence" shall mean and refer to the Improvements constructed upon any Lot including any garage or outbuildings, if any, subject to this Second Amended and Restated Declaration, for use as a single-family residence.

1.42 "Second Amended and Restated Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Vintage Oaks at the Vineyard, to be recorded in the Official Public Records of Comal County, Texas.

1.43 "Special Assessments" shall mean and refer to the Special Assessments for expenses which may be imposed pursuant to *Section 8.4* of this Second Amended and Restated Declaration for each of the Lots or Neighborhood Lots, as applicable, in Vintage Oaks at The Vineyard and secured by a lien thereon. Capital improvements must be approved in accordance with this Second Amended and Restated Declaration and the Bylaws, as amended or restated. The inclusion of capital improvements in the annual budget is not, for the purposes herein, an approval of the expenditure.

1.44 "Specific Assessments" shall mean and refer to the assessments levied against specific Lots in accordance with *Section 8.5*.

1.45 "Supermajority of the Board of Directors" shall mean and refer to a minimum of seventy percent (70%) of the total number of seats of the Board of Directors without regard to quorum or vacancy.

1.46 "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records which subjects additional property to this Second Amended and Restated Declaration, designates Neighborhoods, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The term shall also refer to a recorded instrument which designates Voting Groups, any declaration of covenants, conditions and restrictions, and any declaration of condominium.

1.47 "Unit" shall mean and refer to a portion of the Properties made subject to a plat and designated as a Neighborhood by a Supplemental Declaration.

1.48 "Vintage Oaks at The Vineyard" shall mean and refer to that certain planned community located in Comal County, Texas, which is commonly known and referred to as Vintage Oaks at The Vineyard and/or Vintage Oaks and referenced in *Section 13.8* herein, sometimes referred to as the Properties.

1.49 "Working Capital Assessment" shall mean and refer to the one-time working capital assessment on Lots to be paid by each Owner as more particularly described in *Section 8.11* and the Bylaws.

ARTICLE II
PROPERTY RIGHTS

2.1 Common Area. Every Owner shall have a right and nonexclusive easement of use, access, and enjoyment in and to the Common Area, which is appurtenant to and shall pass with the title to each Lot, subject to:

(a) This Second Amended and Restated Declaration and all Governing Documents;

(b) Any restrictions or limitations contained in any deed conveying such property to the Association;

(c) The right of the Board to adopt, amend and repeal rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(d) The right of the Board to suspend the right of an Owner to use recreational facilities within the Common Area pursuant to *Section 4.3*;

(e) The right of the Association, acting through the Board, to dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Second Amended and Restated Declaration;

(f) The right of the Board to impose reasonable requirements and charge reasonable admission or other use fees for the use of any facility situated upon the Common Area;

(g) The right of the Board to permit use of any facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of reasonable use fees, if any established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Area," as more particularly described in *Section 2.3*;

(j) The right of the Association, to conduct activities within the Common Area, such as tournaments, charitable events, and promotional events and to restrict Owners from using the Common Area during such activities, provided such activities shall be conducted in a manner to minimize (to the extent reasonably possible) any substantial interference with the Owners' use and enjoyment of the Common Area and shall not exceed seven (7) consecutive Days; and

(k) The right of the Association to rent, lease or reserve any portion of the Common Area to any Owner for the exclusive use of such Owner or Owner's respective family members, lessees, tenants, licensees, invitees and guests upon such conditions as may be established by the Board.

(l) Owners who lease their Lot shall be deemed to have assigned all such rights appurtenant to the leased Lot to the lessee of such Lot; provided, however, the Owners shall remain responsible for payment of all assessments and other charges. The Association shall have no obligation to pursue delinquent assessments from a lessee or tenant.

2.2 Private Streets. The private streets within each gated Neighborhood are designated as Exclusive Common Area for the use and benefit of the Owners and residents within a Neighborhood; and with the consent of the Owner or resident, the use and benefits shall inure to their respective family members, lessees, tenants, licensees, invitees and guests ("Authorized

Person"). Each Authorized Person shall have a right and nonexclusive easement for the use, access and enjoyment in and to, over and across the private streets and roads within their Neighborhood ("Private Streets"). The rights and nonexclusive easements granted herein are appurtenant to the title to each Lot, subject to the limitations contained in this Second Amended and Restated Declaration.

2.3 Exclusive Common Area.

(a) Subject to any restrictions or limitations in the deed conveying property to the Association, certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants of specified Lots or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, recreational facilities, private roads or streets, landscaped medians and cul-de-sacs, ponds, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. All costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be assessed against the Owners of Lots to which the Exclusive Common Areas are assigned either as a Neighborhood Assessment or as a Specific Assessment, as applicable.

(b) Initially, any Exclusive Common Area shall be designated as such, and the exclusive use thereof shall be assigned, in the deed by which the Common Area is conveyed to the Association or in this Second Amended and Restated Declaration or any Supplemental Declaration and/or on the subdivision plat relating to such Common Area; provided however, any such assignment shall not have precluded the Declarant from later assigning use of the same Exclusive Common Area to additional Lots and/or Neighborhoods during the initial Development Period. Any portion of the Common Area may be assigned as Exclusive Common Area of particular Lots or a particular Neighborhood or Neighborhoods and Exclusive Common Area may be reassigned upon approval of the Board and the vote of a Majority of Members of the Class "A" votes within the Neighborhood(s) to which the Exclusive Common Area is assigned if previously assigned and within the Neighborhood(s) to which the Exclusive Common Area is to be assigned or reassigned.

(c) The Association may, upon approval of a Majority of the Class "A" votes within the Neighborhood(s) to which any Exclusive Common Area is assigned, permit Owners of Lots in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses or Specific Assessments attributable to such Exclusive Common Area.

2.4 No Partition. Except as permitted in this Second Amended and Restated Declaration there shall be no judicial partition of the Common Area. No Person shall seek any judicial partition unless the portion of the Common Area which is the subject of such partition action has been removed from the provisions of this Second Amended and Restated Declaration. This *Section 2.4* shall not prohibit the Board from acquiring and disposing of tangible personal

property or from acquiring and disposing of real property which may or may not be subject to this Second Amended and Restated Declaration.

2.5 Condemnation.

(a) The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney in fact for all Owners in such matters. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least a Supermajority of the Board of Directors) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association.

(b) If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking a Majority of a quorum of the total Class "A" votes of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARA. The provisions of *Section 6.1(c)* regarding funds for the repair of damage or destruction shall apply.

(c) If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

(d) For the purposes of this *Section 2.5*, quorum shall be at least thirty-three percent (33%) of the total of all Class A votes in the Association.

2.6 Delegation of Use. Any Owner may delegate Owner's right of enjoyment to the Common Areas and facilities to the Owner's family, lessees, tenants, guests, invitees or contract purchasers who reside on the Property, subject to the policies, rules and regulations established by the Association, including but not limited to, the regulation of the maximum number of individuals that can use the Common Area.

2.7 Maintenance Obligations of Association. The Association will maintain any improvements to the Common Areas as soon as they are built or installed. The Association will take responsibility for mowing and maintaining any landscaping as soon as it is installed. Publicly dedicated drainage ditches and detention control structures, if any, are to be maintained by the Association unless maintained by Comal County, Texas, and such maintenance shall begin immediately upon creation of any such drainage improvements.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.1 Membership. Every Owner of a Lot shall be a Member of the Association. There shall be only one (l) membership per Lot. If a Lot is owned by more than one (1) Person, all Persons shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in the Bylaws. The membership rights of any Member which is not a natural person may be exercised by any officer, director, member, manager, partner or trustee, or by any individual designated from time to time by the Owner in a written instrument delivered to the secretary of the Association. The Association shall have only Class "A" Membership, and any such other classes of membership as further set forth in the Bylaws.

3.2 Voting. Members shall be entitled to vote in accordance with the procedures set forth in the Bylaws.

3.3 Common Areas. No voting authority shall be attributable for ownership of any portions of the Common Areas.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation, and control of the Area of Common Responsibility and all improvements thereon. The Association shall be the primary entity responsible for enforcement of this Second Amended and Restated Declaration and such reasonable rules, regulations and policies regulating use of the Properties as the Board may adopt pursuant to *Article X*. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Second Amended and Restated Declaration and in the Design Guidelines. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Texas.

4.2 Personal Property and Real Property for Common Use. The Association, through actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property subject to the limitations imposed by this Second Amended and Restated Declaration, Texas Property Code, Texas Business Organizations Code or other applicable rules, regulations, statutes or Federal or State laws.

4.3 Enforcement. The Board, or any committee established by the Board but only to the extent empowered by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the Governing Documents and the Act. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Lot of the violator. Owners are ultimately responsible for violations of the Governing Documents that are the result of actions by their family members, tenants, guests, invitees, permittees, occupants, Builders,

suppliers, contractors, and subcontractors. In the event the Association levies a fine against a non-Owner of a Lot, the Owner of such Lot may be obligated to pay such fine in the sole discretion of the Board.

(b) filing liens in the Public Records for nonpayment of any assessments or fees;

(c) filing notices of violations in the Public Records providing record notice of any violation of the Governing Documents;

(d) suspending any Person's right to use any recreational facilities within the Common Area; provided, however nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(e) levying Specific Assessments to cover costs included in bringing a Lot into compliance in accordance with Section 8.5(c);

(f) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) Days delinquent in paying any assessment or other charge owed to the Association; and

(g) filing suit to enforce any of the above sanctions; provided, however, compliance with the notice and hearing procedures set forth in the Act is not required prior to filing suit: (i) to collect Assessments; (ii) to foreclose the Association's lien for Assessments set forth in Section 8.1 of this Second Amended and Restated Declaration; (iii) to obtain a temporary restraining order or temporary injunctive relief; or (iv) that includes foreclosure as a cause of action.

(h) In the event that any of Owners' family members, lessees, tenants, invitees, licensees guests, occupants, Builders, suppliers, contractors, or subcontractors violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such violator and/or the Owner of the Lot that the violator is occupying or visiting. In the event the Association incurs attorney's fees associated with enforcement of the Governing Documents, the Association may, at the sole discretion of Board, access a Specific Assessment which shall constitute a lien upon the Lot of the violator and/or Owner. An Owner shall be responsible for any Specific Assessment resulting from the acts of the Owner(s) and their respective family, lessees, tenants, invitees, licensees or guests.

(i) In addition, the Board or the Property Manager at the direction of the Board, may elect to enforce any provision of the Governing Documents by entering the Lot and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation of the Governing Documents) or by suit at law or in equity to enjoin any violation or to foreclose a lien or both without the necessity of compliance with the procedures set forth in the Bylaws. The foregoing entry and self-help cure rights specifically include the right of the Association to enter an Owner's Lot and mow, trim, cut, and

otherwise maintain all landscaping and vegetation if the Owner fails to maintain the landscaping and vegetation in accordance with the requirements set forth in the Governing Documents.

(j) All remedies set forth in this Second Amended and Restated Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees, and court costs, reasonably incurred in such action.

(k) The Association shall not be obligated to take action to enforce any covenant, restriction, or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed a waiver of the right of the Association to enforce such provision under any circumstances or prevent the Association from enforcing any other covenant restriction or rule.

(l) The Association, by contract or other agreement, may enforce county, city, state, and federal ordinances, if applicable, and permit local and other governments to enforce ordinances on the Properties for the benefit of the Association and its Members.

(m) In the event of a catastrophic event caused by an act of God (e.g., floods, fires, earthquakes, tornados) or other causes, such as: war, an act of terrorism, an epidemic, pandemic, or public health crisis, a mandated quarantine, shelter in place or similar order from any applicable state, county or local governmental authority or agency; or, any other cause or event which poses a material risk to adversely impact the health, safety, welfare or property of the Members of the Association ("Catastrophic Event"), by a vote of a Supermajority of the Board, the Board may temporarily suspend enforcement of portions or all of the covenants, conditions and restrictions contained in this Second Amended and Restated Declaration. Any such suspension shall in no way be considered a waiver of the provisions so suspended and may be reinstated by a majority vote of the Board of Directors.

4.4 Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by this Second Amended and Restated Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Second Amended and Restated Declaration, the Bylaws, the Certificate of Formation or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

4.5 Indemnification.

(a) In accordance with the provisions contained herein, *Article VIII* of the Bylaws, Civil Practice and Remedies Code, Chapter 84, Charitable Immunity and Liability Act and the Act, the Association shall indemnify every officer, director, ARA member and committee member against all damages, liability, and expenses, including attorney's fees, reasonably incurred in connection

with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which the individual may be a party by reason of being or having been an officer, director, ARA member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this *Section 4.5*, the Certificate of Formation and Texas law.

(b) The officers, directors, ARA members and other committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, directors, ARA members and other committee members shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers, directors, ARA members or other committee members may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director, ARA member and other committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, director, ARA member or other committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

4.6 Dedication of or Grant of Easement on Common Area. The Association may dedicate portions of the Common Area to Comal County, Texas, or to any other local, state, or federal governmental or quasi-governmental entity or private utility provider.

4.7 Security. Each Owner(s) of a Lot and their respective family, lessees, tenants, invitees, licensees and guests shall be responsible for their own personal safety and security on their Lot and on the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. The Association shall not in any way be considered insurers or guarantors of security within the Properties, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, are not insurers or guarantors of security within the Properties, and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

4.8 Powers of the Association Relating to Neighborhood Assessments. The Association may levy Neighborhood Assessments for Neighborhood Expenses, including but not limited to, maintaining Neighborhood gates, private roads and streets, perimeter fencing,

maintaining or construction of Neighborhood entrance Improvements or such other Improvements or services provided to the Neighborhood not otherwise provided to all the Properties. The Neighborhood Assessment may include reserves for anticipated future expenses such as maintaining, repairing and/or replacement of private streets and other capital improvements, as determined in the sole discretion of the Board. All Neighborhood Assessments shall be used exclusively for the benefit of the Owners in the assessed Neighborhood. The determination and control of the use of the Neighborhood Assessments shall be in the sole discretion of the Board and the Owners shall not be empowered to exercise any control or discretion as to the use of the proceeds.

4.9 Presence and Management of Wildlife.

(a) Each Owner and their respective family, lessees, tenants, invitees, licensees and guests acknowledges that the Properties include and/or are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas with native wildlife. Neither the Association nor the Board shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and their respective family, lessees, tenants, invitees, licensees and guests shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, or any Committee thereof, have made no representations or warranties, nor has any Owner and/or occupant, or any tenant, guest, or invitee of any Owner and/or occupant relied upon any representations or warranties, expressed or implied relative to the presence of such wildlife.

(b) The Association, acting in its sole and absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, and notwithstanding the general prohibition against the use of firearms in *Section 10.13*, this includes the right to manage and control any populations of wildlife through a variety of techniques, including organized hunting, shooting and trapping.

(c) **The Association shall not be responsible for any loss, damage, or injury to any person or property arising from indigenous wildlife, including, but not limited to, damage within the Properties caused by deer, wild hogs, feral dogs and cats, raccoons and squirrels. The Association is not responsible for the management of wildlife, including wild hogs, boars, pigs, deer, or such other species which may cause a nuisance within the Properties. The Association shall have no duty to install fencing anywhere on the Vintage Oaks at the Vineyard subdivision perimeter or upon such other location that may prevent the entry of wildlife into Vintage Oaks at the Vineyard. The Association has no obligation to repair or replace landscaping, improvements or any other element of the Properties that has been damaged by wildlife other than Common Areas and Areas of Common Responsibility, as defined in this Second Amended and Restated Declaration.**

4.10 Provision of Services. The Association may provide services and facilities for the Members of the Association and their respective family members, lessees, tenants, licensees, invitees and guests. The Association shall be authorized to enter into contracts or other similar agreements with other entities to provide such services and facilities. The costs of services and facilities provided by the Association may be funded by the Association us a Common Expense or a Neighborhood Expense, depending on whether the service or facility is provided to all Lots or only the Lots within a specified Neighborhood. In addition, the Board shall be authorized to charge use and consumption fees for services and facilities through Specific Assessments or by requiring payment at the time the service or facility is provided. As an alternative, the Association may arrange for the costs of the services and facilities to be billed directly to Owners by the provider(s) of such services and facilities. By way of example, some services and facilities which may be provided include garbage collection, cable, digital, satellite or similar television service, internet. intranet, and other computer-related services, security, and similar services and facilities. The Board, without the consent of the Class "A" Members of the Association, shall be permitted to modify or cancel existing services or facilities provided, if any, or to provide additional services and facilities. Nothing contained herein can be relied upon as a representation as to the services and facilities, if any, which will be provided by the Association.

ARTICLE V
MAINTENANCE

5.1 Association's Maintenance Responsibility.

(a) The Association shall maintain and keep in good condition, order and repair the Area of Common Responsibility, which shall include, but need not be limited to:

(i) Common Area;

(ii) all landscaping and other flora, parks, lakes, ponds, structures, and improvements, including any entry features, private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(iii) all furnishings, equipment and other personal property of the Association;

(iv) any street trees, landscaping and other flora, parks, bike and pedestrian pathways/trails, structures and improvements within public rights of-way within or abutting the Properties or upon such other public land adjacent to the Properties as deemed necessary in the discretion of the Board;

(v) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Second Amended and Restated Declaration, any Supplemental Declaration, any Cost Sharing Agreement, or any contract or agreement for maintenance thereof entered into by the Association; and

(vi) all streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith.

(vii) any property and facilities owned by the Association and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members.

(b) The Association may, as a Common Expense, maintain other property and improvements which it does not own, including, without limitation, property dedicated to the public, or provide maintenance or services related to such property over and above the level being provided by the property owner, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community Wide Standard. For example, the Association may maintain any fence, wall, entry feature or sign serving to enhance or designate the entry to Vintage Oaks at the Vineyard regardless that such improvements are not located within the Common Area or the Properties.

(c) The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that (i) such maintenance responsibility is otherwise assumed by or assigned to an Owner or (ii) such property is dedicated to any other local, state or federal governmental or quasi-governmental entity; provided, however, that in connection with such assumption, assignment or dedication, the Association may reserve or assume the right or obligation to continue to perform all or any portion of its maintenance responsibilities, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard,

(d) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless a Majority of Board vote to discontinue such operation.

(e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Second Amended and Restated Declaration, any Cost Sharing Agreements, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Lots to

which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(f) The Association shall have the right, but not the obligation, to maintain the grass and other landscaping on each unimproved Lot, at the Owners' expense. For purposes of this *Section 5.1 (f)*, unimproved Lot shall mean a Lot without a dwelling.

5.2 Owner's Maintenance Responsibility. Each Owner shall maintain such Owner's Lot, and all structures, parking areas, landscaping, easements and other improvements comprising the Lot in a manner consistent with this Second Amended and Restated Declaration and all Governing Documents unless such maintenance responsibility is otherwise assumed by or assigned to the Association. With respect to any Lot upon which a dwelling has not yet been constructed, such maintenance responsibility shall include but is not limited to, the removal of all litter and trash on a regular basis and may also include mowing native grasses pursuant to any drought measures instituted by Comal County or such other governmental authority. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility, such failure shall constitute a violation of the Governing Documents, and the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with *Section 8.5*. The Association shall afford the Owner reasonable notice and an opportunity to cure the violation prior to entry, except when entry is required due to an emergency. Entry by the Association or its designee under this *Section 5.2* shall not constitute a trespass. Owners and occupants (including lessees) of any Lot shall jointly have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or rights of way incident thereto, and vacant land in a well-maintained, safe, clean and attractive condition at all times.

5.3 Exteriors Generally. The exterior of all Improvements on a Lot shall be kept in generally good, clean condition, with any components thereof in good repair. All exterior lighting shall be maintained in working order. Any peeling, stained, flaking or otherwise, discolored paint shall be replaced with paint of the same shade as originally approved by the ARA. Any changes to the color of the paint shall require prior written approval of the ARA. All exteriors shall be kept free of stains, mold, biofilms, or such other growth or discoloration.

5.4 Garbage and Recycle Containers. Owners must remove all litter, trash, dead vegetation, refuse, waste, garbage, debris, unused construction materials, brush, yard trimmings, discarded items, and items that are broken or beyond repair and dispose of these appropriately. Each individual Owner is required to have and maintain a contracted trash service. Trash and recycling receptacles shall be stored out of sight as evaluated from lot line to lot line of the street-facing façade of the house, or in Owner garages, or with a good faith effort behind approved screening. Approved screening shall be made of masonry or stone that matches the dwelling exterior. Use of live screening is prohibited (i.e. shrubs, vines, or other plant material). Additionally, screening trash or recycle containers by placing them behind equipment, driveway drop-offs, or vehicles is prohibited. Trash and recycling containers should not be placed for pick-

up any earlier than 5:00 pm the day prior to collection and shall be returned to their storage location no later than the end of the day of regular trash collection. Trash and recycling containers shall not be placed on the roadway or in any other manner which creates a safety hazard.

5.5 Landscape Plan. Each Lot is subject to an original landscape plan that was approved by the ARA at the time of home construction. After purchase, any substantial changes to the front envelope of the dwelling from the existing layout shall require a new approval or formal notification to the ARA. Minor changes, such as the addition of new plants, or removal of old plants to existing landscaping only require an email notification to the ARA of those changes.

5.6 Backflow Devices. Owners who wish to cover and protect their backflow prevention device (BFD) pipes are permitted to do so. Approved materials include faux rocks and backflow bags that fit over the pipes to provide protection from freezing. Such bags must conform in color and in muted earth tones such as neutral browns and hunter-greens. All BFD covers should be maintained in good condition. Worn or torn covers must be replaced as needed and shall not be altered from their original material condition.

5.7 Driveways. Driveways should be cleaned to remove mold, mildew, and excessive stains. Driveway joints should be properly maintained, with all exterior damage repaired. Exteriors of all structures should be clean and free of mold and mildew.

5.8 Fences. Fences should be in good condition, without rust, broken wires, or missing slats. For repairs and maintenance of fencing with the same material, color and style fence (wrought iron or metal pipe), ARA approval is not required. Changes in type, height or color of fence require prior written approval from the ARA.

5.9 Windows. Window screens must be in good condition and not warped, buckled, torn, or deteriorated. Use of foil, or foil-backed window treatments, sheets, blankets, or other such materials as window screening is prohibited. Blinds that are visible from street-facing windows must be well maintained. Use of sunscreen films on the inside of dwelling windows is permitted except for the use of foil, reflective, or blackout films. Replacement of street front-facing screens or shutters of a different color must be reviewed by the ARA. All exterior awnings, whether front or rear, shall require prior written approval of the ARA.

5.10 Landscaping.

(a) The entire envelope of the main residence and all accessory structures need to be landscaped (a minimum of 20 ft. around the entire structure). On the side yard, any exposed grade of eighteen inches (18") or higher must be painted with paint that matches the main dwelling. Yards that are missing original turf, foundation shrubs, or trees should be replaced to be in compliance. (See the Landscape Guidelines for Plant, Tree, Shrub, or Turf options in the appropriate set of Design Guidelines). Potted plants may not be used as front envelope foundation screening or utility box screening unless permitted as outlined in the Owner's Landscape Plan. Permitted side yard landscaping includes turf grass, hardscape, and in-ground plants or shrubs. Foundation shrubs and utility box shrubs are recommended to be evergreen

shrubs that do not lose their leaves annually. Owners are required to plant 5-gallon shrubs (generally 18-24 inches in height) on center as to be able to create a solid screen within one growing season, therefore, withstanding the occasional Hill Country freeze.

(b) Lawn mowing shall be performed on regular basis. Maximum grass height for Manicured Landscape Areas ("MLA") is six inches (6") or less. Natural Landscaped Areas ("NLA") that contain native wild grasses have a maximum height level of twenty-four (24") inches. Owners are responsible for keeping their lawns, flowerbeds, and all other landscaped features free of weeds, and in a pleasing and attractive condition. Shrubs against foundations shall be maintained to allow visibility of the first-floor windows; the ideal is visibility of at least two-thirds (2/3) of the front window surface being visible. Dead wood, diseased, or broken branches in shrubs and trees shall be removed. All MLA's shall be watered according to guidance from local authorities during drought conditions or when recommended by the applicable water utility, and in compliance with any applicable ordinance. When no such watering restrictions are in place, all MLA's shall be watered frequently enough to keep such vegetation alive and in healthy condition.

(c) Keeping front yards attractive is often a subjective standard. In order to comply with Association standards, front yards should appear neat, uncluttered and maintained. Owners are encouraged to move statuary, unused, or excessive flowerpots, and other personal items to the backyard. Owners with an excessive number of objects, such as pots, yard art, statuary, or other objects that visually obstruct the permanent landscape, or is an attempt to substitute for permanent landscaping shall be subject to plan submission and approval by the ARA. All xeriscaping landscape plans must comply with the Association's Xeriscaping Policy.

5.11 Easements. Every Unit plat of Vintage Oaks at the Vineyard contains platted Lot dimensions and right-of-way information. Each Owner received a plat at the time of sale of said Lot. Owners should refer to the Notes section of their Lot plat which states: "Property Owners are advised they are responsible for maintenance of indicated easements on their property and may not utilize these easements for any purpose detrimental to their intended use" (i.e. no structures, septic tank fields, etc.). The grantees of said dedicated easements reserve the right of access to such easements. Owners must maintain these easements by mowing and/or weeding their right-of-way.

5.12 Association Responsibility. Upon a resolution of the Board of Directors, the Owners of certain Lots shall be responsible for paying, through Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility that inure exclusively to the benefit such Owner's Lots. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space and adjacent public roads, private streets within a gated community, and lakes or ponds, regardless of Ownership or the Person performing the maintenance. Any such maintenance performed shall be in accordance with this Second Amended and Restated Declaration and any applicable Supplemental Declaration thereto.

5.13 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community Wide Standard and all Governing Documents. Neither the Association, nor any Owner shall he liable for any damage or injury occurring on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.14 Party Walls and Similar Structures.

(a) Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two (2) adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this *Section 5.14*, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

(b) The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

(c) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost of equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(d) The right of any Owner to contribution from any other Owner under this *Section 5.14* shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

5.15 Cost Sharing Agreements. The Association may enter into Cost Sharing Agreements with the owners or operators of portions of the Adjacent Properties:

(a) to obligate the owners or operators of such Adjacent Properties to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners or operators of such Adjacent Properties and the Owners within the Properties;

(b) to permit the use of any recreational and other facilities located on such Adjacent Properties by the Owners of all Lots or by the Owners of Lots within specified Neighborhoods; and/or

(c) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such Adjacent Properties, if any,

which are used by or benefit jointly the owners of such Adjacent Properties and the Owners within the Properties.

(d) The owners of such Adjacent Properties shall not be Members of the Association and shall not be entitled to vote on any Association matter.

(e) The owners of such Adjacent Properties shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such Adjacent Properties, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expenses or Neighborhood Expenses of the Association. The owners of the Adjacent Properties shall not be subject to the restrictions contained in this Second Amended and Restated Declaration except as otherwise specifically provided herein.

ARTICLE VI
INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect such types of insurance as required by Texas law, including the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area, if any, and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Association shall have the authority to and interest in insuring any property for which it has maintenance or repair responsibility, regardless of ownership. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured Improvements;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance for any employees employed by the Association, if and to the extent required by law;

(iv) Directors and officers liability coverage in an amount determined by the Board of Directors, in its sole discretion;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment in its sole discretion. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment determines advisable, which may include, without limitation, flood insurance.

(vii) In the event that any portion of the Common Area is or shall become located in an area identified by the Federal Emergency Management Agency ("FEMA") as an area having special flood hazards, a "blanket" policy of flood insurance on the Common Area must be maintained in the amount of one hundred percent (100%) of current "replacement cost" of all affected improvements and other insured property or the maximum limit of coverage available, whichever is less.

(viii) Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Lots within the benefitted Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an insured loss, the deductible shall be treated as a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, or their family members, lessees, tenants, licensees, invitees or guests, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to *Section 8.5*.

(b) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Comal County and/or San Antonio, Texas metropolitan area. All Association policies shall provide for a certificate of insurance to be furnished to the Association. The policies may contain a reasonable deductible as determined by the Board of Directors, in its sole discretion, and the amount thereof shall not be subtracted from

the face amount of the policy in determining whether the policy limits satisfy the requirements of *Section 6.1(a)*.

(c) Insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Texas which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association. Policies on the Common Areas shall be for the benefit of the Association;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) include an endorsement requiring at least thirty (30) Days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

6.2 Damage and Destruction. In the event of any insured loss, only the Board or its duly authorized agent may file and adjust insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this subsection, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(a) Any damage to or destruction of the Common Area or Exclusive Common Area Improvements shall be repaired or reconstructed unless a Majority of the total Board, without regard to vacancies, votes not to repair or reconstruct.

(b) If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) Day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional Days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(c) If determined, in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community Wide Standard.

(d) Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and

for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account.

(e) If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under *Section 6.1(a)*.

6.3 Owners' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof pursuant to *Section 8.5*.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with *Article IX*. Alternatively, the Owner shall, within a reasonable period, clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

6.4 Limitation of Liability. **Notwithstanding the duty of the Association to maintain and repair portions of the Common Area, neither the Association, its Board of Directors, nor any respective officer, director, committee member, employee, agent, contractor (including the management company, if any) of any of the same shall be liable to any Member or the Member's immediate household for any injury or damage sustained in the Area of Common Responsibility, the Common Area or other area maintained by the Association, or for any injury or damage caused by the negligence or misconduct of any Members or their family members guests, invitees, agents, servants, contractors or lessees, whether such loss occurs in the Common Area or in individual Lots.**

Each Owner, by virtue of the acceptance of title to such Owner's Lot, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this *Section 6.4* and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this *Section 6.4*.

ARTICLE VII
ANNEXATION OF PROPERTY

7.1 Annexation of Unimproved Property. In the event the Association acquires ownership of unimproved Adjacent Properties, including but not limited to, a 25.114 acre proposed school tract situated in the Spencer Morris Survey No. 397, Abstract No. 411, Comal County, Texas and being out of that certain 504.494 acre tract, Tract 2, recorded in Document No. 200606016591, Official Real Property Records of Comal County, Texas, being the same tract of land conveyed by Bluegreen Southwest One, L.P., a Delaware Limited Partnership to the Board of Trustees of the Comal Independent School District by Special Warranty Deed recorded in Document No. 200906040730 in the Official Real Property Records of Comal County, Texas, the Association may annex any acquired unimproved Adjacent Properties to the provisions of this Second Amended and Restated Declaration. The annexation of such acquired Adjacent Properties shall require an affirmative vote of a Supermajority of the Board of Directors and without the vote of the Membership as permitted by the Restated Bylaws Article V, Section 5.20(B).

7.2 Annexation of Improved Property. In the event the Association acquires ownership of improved Adjacent Properties, the Association may annex any improved Adjacent Properties to the provisions of the Second and Amended and Restated Declaration. The annexation of such acquired improved Adjacent Properties shall require and affirmative vote of a Supermajority of the Board of Directors and approval by seventy percent (70%) or more of the total outstanding eligible votes of the Membership. For the purposes herein, improved Adjacent Properties shall be such adjacent properties that have been developed and improved with permanent structures and improvements.

7.3 Supplemental Declaration. Such annexation shall be accomplished by recording a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon recording unless otherwise provided therein.

ARTICLE VIII
ASSESSMENTS

8.1 Creation of Liens to Secure and Personal Obligation of Assessments and Charges.

(a) There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association as to each such Lot: (i) General Assessments to fund Common Expenses for the general benefit of all Lots as described in *Section 8.2;* (ii) Neighborhood Assessments for Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods as described in *Section 8.3*; (iii) Special Assessments as described in *Section 8.4*;

(iv) Specific Assessments as described in *Section 8.5;* Working Capital Assessments as described in *Section 8.11; and* (f) other Charges.

(b) The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property; for the improvement and maintenance of the Common Areas; for retention of professionals to aid and assist the Board of Directors, to hire professional management; to fund the day-to-day affairs of the Association, the acquisition of equipment, supplies, software and other necessary personal property for the operation of the Association and enforcement of the Governing Documents. The Assessments shall be placed in an operating account (the "Common Fund") for such purposes. At the sole discretion of the Board of Directors, additional money market and/or savings accounts may be maintained to allow all funds to be FDIC insured.

(c) All assessments and fees, together with interest, late charges, administrative fees, costs of collection, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in this *Section 8.1* and in *Section 8.6*. Each such assessment, together with Charges, including interest, late charges, administrative fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage or through a deed in lieu of foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

(d) The Association shall, upon written request, furnish to any Owner liable for any type of assessment a written statement signed by an Association officer or property manager setting forth whether such assessment has been paid. Such statement shall be furnished within ten (10) business days after receipt of the request and shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such statement.

(e) Assessments shall be paid in such manner and on such dates as the Board may establish, which may include discounts for early payment or similar time/price differentials. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the General Assessment and any Neighborhood Assessment shall be due and payable in advance on the first (1st) day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately. Any assessment or installment thereof shall be considered delinquent on the fifteenth (15th) day following the due date unless otherwise specified by Board resolution.

(f) No Owner shall be exempt from liability for assessments by such Owner's non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of such Owner's Lot, or any other means. The obligation to pay assessments is appurtenant to, and inseparable from, ownership of Lot. Notwithstanding the above or anything herein to the contrary, however: (i) the obligation to pay assessments shall not commence until the Lot is conveyed to a Person as set forth in *Section 8.7*; (ii) no Owner who owns multiple Lots as of December 31, 2016, shall be obligated to pay more General Assessments, Neighborhood Assessments, or Special Assessments in any one fiscal year than the amount allocated to two (2) Lots, irrespective of the number of Lots owned by such Owner in Vintage Oaks at The Vineyard; and (iii) if an Owner owns more than one (1) Lot in Vintage Oaks at The Vineyard, the lien rights set forth herein shall attach to each and every Lot owned by said Owner in Vintage Oaks at The Vineyard for the full amount of all assessments and charges due and owing. An Owner that acquires multiple lots on or after January 1, 2017 shall pay one (1) General Assessment, Neighborhood Assessment and Special Assessment on a per lot basis for all Lots. Subject to the foregoing, an Owner that combines one (1) or more Lots into a single composite build site is still responsible for paying all Neighborhood Assessments for each Lot shown on the original plat regardless of the composite build site, unless such Owner provides to the Association replat verification of the combined Lots into one (1) Lot from Comal County. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

8.2 Budget and Payment of General Assessments.

(a) For the General Assessments, the Board of Directors shall determine the annual budget, based upon the anticipated Common Expenses, including reserves. The budget may contain other items as the Board of Directors may approve. The Board of Directors shall prepare the budget, on an annual basis, in the fourth (4th) quarter of each fiscal year for the following fiscal year, with each fiscal year beginning on January 1. The Board of Directors shall calculate each Lot's proportionate share and levy the General Assessments against each of the Lots for each calendar year on a uniform basis. In determining the total funds to be generated through the levy of General Assessments, the Board, in its sole discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. The approval of the proposed budget increase of fifteen percent (15%) or less over the previous year shall be by a vote of a Majority of the Board of Directors. The approval of the proposed budget increase of more than fifteen percent (15%) shall be by a vote of a Supermajority of the Board of Directors.

(b) The General Assessment may be adjusted annually by the Board of Directors but shall not be increased by more than fifteen percent (15%) above that of the previous year. The approval of the budget with no increase shall be approved by a Majority of the Board of Directors.

Any increase in the General Assessment of fifteen percent (15%) or less shall require a vote of the Majority of the Board. Any increase in the General Assessment of more than fifteen percent (15%) above that of the previous year shall require the approval of a Supermajority of the Board of Directors.

(c) After the Board of Directors has determined the annual budget and the General Assessment for a given year, it shall give each Member prior written notice of the next General Assessment and each Member's proportionate share thereof, which will be uniform across all Lots subject to Assessments pursuant to this Second Amended and Restated Declaration. The Members' General Assessments are due and payable on the first (1st) day of January of each year and shall be collected annually, semi-annually, quarterly, or monthly in advance, as determined by the Board of Directors from time to time. Special Assessments, Specific Assessments, Working Capital Assessments and Charges are due and payable in accordance with the due date specified by the invoice provided to the Owner or party liable for the payment thereof.

8.3 Budget and Payment of Neighborhood Assessments.

(a) For the Neighborhood Assessments, the Board of Directors shall determine the separate annual budget, based upon the anticipated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred, including but not limited to, a gated roadway construction fee contained in each respective Supplement Declaration for gated communities. The Board shall establish a budget only to the extent this Second Amended and Restated Declaration, any Supplemental Declaration or the Bylaws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of a Majority of the Owners in the Neighborhood. Subject to the approval of the Board, the additional services may be provided, and any additional costs shall be added to such budget. Such budget may include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. The Board of Directors shall prepare the budget, on an annual basis, in the fourth (4th) quarter of each fiscal year for the following fiscal year, with each fiscal year beginning on January 1. The Board of Directors shall calculate each Lot's proportionate share and levy the Neighborhood Assessments against each of the Lots for each calendar year on a uniform basis. The approval of the proposed annual Neighborhood budget with no increase shall be by a vote of a Majority of the Board of Directors. The approval of the proposed budget increase of fifteen percent (15%) or less over the previous year shall be by a vote of a Majority of the Board of Directors. The approval of the proposed budget increase of more than fifteen percent (15%) shall be by a vote of a Supermajority of the Board of Directors.

(b) The Neighborhood Assessment may be adjusted annually by a Majority vote of the Board of Directors but shall not be increased by more than fifteen percent (15%) above that of the previous year. Any increase in the Neighborhood Assessment of more than fifteen percent (15%) above that of the previous year shall require the approval of a Supermajority of the Board of Directors.

(c) After the Board of Directors has determined the annual budget and the Neighborhood Assessment for a given year, it shall give each Member prior written notice of the next Neighborhood Assessment and each Member's proportionate share thereof, which will be uniform across all Lots subject to Assessments pursuant to this Second Amended and Restated Declaration, a Supplement Declaration or the Bylaws. The Members' General Assessments are due and payable on the first (1st) day of January of each year and shall be collected annually, semi-annually, quarterly, or monthly in advance, as determined by the Board of Directors from time to time. Special Assessments, Specific Assessments, Working Capital Assessments and Charges are due and payable in accordance with the due date specified by the invoice provided to the Owner or party liable for the payment thereof.

8.4 Special Assessments.

(a) In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover (i) all or part of unbudgeted expenses or expenses in excess of those budgeted; (ii) non-recurring maintenance or for acquisition, construction, reconstruction, repair, or replacement of any capital improvements or Common Areas; (iii) the acquisition of property to become part of the Common Areas; (iv) to cover extraordinary expenses incurred or to be incurred by the Association; or for any other use consistent with the provisions of this Second Amended and Restated Declaration. The following procedure is hereby imposed to approve a Special Assessment.

(b) Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all affected Lots and Owners ("Affected Owners"), subject to such Special Assessment.

(c) The power of the Association to levy a Special Assessment is vested in the Board of Directors, in its sole discretion and without approval of the Members. The approval of a Special Assessment shall require an affirmative vote of a Supermajority of the Board of Directors.

(d) Special Assessments shall be payable in such manner and at such times as determined by the Board, and in the sole discretion of the Board, may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(e) Each Special Assessment shall be allocated among the Affected Owners s based on each Affected Owner's proportionate share. The obligation to pay Special Assessments shall be the joint and several obligation of each Affected Owner, provided, however, that if more than one (1) Person owns a Lot, then each such fractional Owner shall be jointly and severally liable for all of the obligations attributable to the Lot in the same manner as if such Lot were owned by one (1) Person.

8.5 Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to the Lot(s) or occupants thereof upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners and occupants (which might include, without limitation, landscape maintenance, garbage collection and similar services and facilities), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner;

(b) to cover the costs associated with maintenance, repair, replacement and insurance of any Exclusive Common Area assigned to one (1) or more Lots; and

(c) to cover costs incurred in bringing the Lot(s) into compliance with the terms of the Governing Documents or costs incurred as a consequence of the conduct of the Owner and their respective family, lessees, tenants, invitees, guests and contractors; provided, however, if entitled the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the Act, before levying any Specific Assessment under this subsection.

(d) The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Second Amended and Restated Declaration, any applicable Supplemental Declaration, the Certificate of Formation, the Bylaws, and rules; provided, however, the Board shall give prior written notice to the Owners of Lots in, the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

8.6 Remedies for Non-Payment of Assessments.

(a) Any assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, the lesser of (i) eighteen percent (18%); or (ii) at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) Days or longer. Said lien shall be filed in the Public Records in a manner provided therefore by Title 5, Chapter 12 of the Texas Property Code. Such lien shall be superior to all other liens, except (a) the liens of any taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may bring an action at law against any Owner personally obligated to pay any assessments, charges, interest or other costs. Costs and reasonable attorneys' fees for the prosecution of any such action as allowed by the Act, shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of Texas.

(b) The Association's lien may be foreclosed by judicial or nonjudicial foreclosure in like manner as a Mortgage on real estate under power of sale under Title 5, Chapter 5 of the Texas Property Code. Alternatively, the Association may foreclose the lien with power of sale by use of the procedures for Expedited Foreclosure as permitted by TEX. PROP. CODE § 209.0092 and shall give all required notices of the foreclosure sale as required by TEX. PROP. CODE § 209.0092, § 51.002 *et seq.* then in effect or any successor statute thereto. All fees, charges, late charges, fines, and interest are enforceable as assessments.

(c) In any foreclosure action brought under the power of sale provisions, the Association shall be deemed to be the holder and owner of the obligation secured by this Second Amended and Restated Declaration. The registered agent of the Association shall be the trustee for all purposes of the foreclosure proceeding, and the Association shall have the power to appoint a substitute trustee if for any reason the Association desires to replace the trustee, and the substitute trustee shall succeed to all rights, powers and duties thereof. The Association shall request of the trustee to sell the Lot subject to the lien at public auction for cash, after having first given such notice and advertising the time and place of such sale in such manner as may then be provided by law for Mortgages, and upon such sale and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey to the purchaser in as full and ample manner as authorized by Title 5, Chapter 51 of the Texas Property Code. The trustee shall be authorized to retain an attorney to represent such trustee in such proceedings. The proceeds of the sale shall, after the trustee retains its commission, together with any additional attorneys' fees incurred by the trustee, be applied to the costs of the sale, including but not limited to costs of collection, taxes, assessments, costs of recording, service fees, and incidental expenditures, the amount due on any note secured by the Lot, and any advancements made by the Association in the protection of the security.

(d) The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot. While a Lot is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

(e) The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.7 including such acquirer, its successors and assigns.

8.7 Date of Commencement of Assessments. The obligation to pay assessments shall commence as to each Lot on the date that such Lot is conveyed to a Person. The first annual General Assessment and Neighborhood Assessment, if any, levied on each Lot shall be adjusted according to the number of Days remaining in the fiscal year at the time assessments commence on the Lot.

8.8 Failure to Assess. Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay General Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

8.9 Exempt Property. The following property shall be exempt from payment of General Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area and such portions of the property that are included in the Area of Common Responsibility pursuant to *Section 5.1;*

(b) Any property dedicated to and accepted by any governmental authority or public utility; and

(c) Any property that is owned by a charitable organization or nonprofit corporation or public agency whose primary purposes include the acquisition and preservation of open spaces for public benefit, and which is held by such agency or organization for such recreational or open space purposes.

8.10 Default Interest Rate; NSF Checks; Late Fees. Except as otherwise provided in the Governing Documents, any assessment levied upon an Owner which is not paid within fifteen (15) Days after the date upon which it is due shall bear interest at the lesser of: (i) the rate of eighteen percent (18%) per annum; or (ii) the maximum rate of interest permissible under the laws of the State of Texas. In addition, if any Owner pays any assessment (General, Neighborhood, Special or Specific) with a check on an account that has insufficient funds ("NSF"), the Board may, in its sole discretion, demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge. Finally, the Association may charge a delinquent Owner an administrative late fee in an amount determined by the Board of Directors for each installment due to the Association which is delinquent. Any payment received by the Association shall be applied to the delinquent account in accordance with TEX. PROP. CODE § 209.0063.

8.11 Working Capital Assessment.

(a) Each Owner that acquires a Lot by deed, conveyance, transfer or assignment will pay a one-time Working Capital Assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. The Working

Capital Assessment shall be due and payable simultaneously with the acquisition of title. Such Working Capital Assessment need not be uniform among all Lots, and the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending if the Lot is improved or unimproved. For the purposes herein, an improved Lot has an existing, completed dwelling whether occupied or unoccupied. An unimproved Lot does not have an existing, completed dwelling. The Association may use the working capital to discharge operating expenses, unbudgeted expenditures, non-recurring maintenance or for acquisition, construction, reconstruction, repair, or replacement of any capital improvements or Common Areas, including fixtures and personal property related thereto, or for any other use consistent with the provisions of this Second Amended and Restated Declaration. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots to which it applies. The Working Capital Assessment for improved Lots is currently set at One Thousand Five Hundred and No/100 Dollars ($1,500.00) and for unimproved Lots is set at Seven Hundred Fifty and No/100 Dollars ($750.00). The Board, at its discretion, may amend the Working Capital Assessment amount by way of resolution approved by a Supermajority of the Board.

(b) Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; and (iii) voluntary transfer by an Owner to one or more co-owners, or by Owner to the Owner's spouse, child, parent or irrevocable trust of which Owner is the sole beneficiary. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the Board's determination regarding the application of the exception will be binding and conclusive without regard to any contrary interpretation of this Section 8.11. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this Article VIII or otherwise (e.g. contained in a Supplemental Declaration) and will not be considered an advance payment of such Assessments. The Working Capital Assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Board will have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

ARTICLE IX
ARCHITECTURAL STANDARDS

9.1 General. No exterior structure or improvement as described in *Section 1.25*, shall be placed, erected, constructed, installed or made (i) upon any Lot, or (ii) adjacent to any Lot where the purpose of the structure is to service such Lot, and no improvements shall be permitted except in compliance with this *Article IX*, and with the prior written approval of the ARA, unless exempted from the application and approval requirements pursuant to *Section 9.5(c)*.

(a) Any Owner may remodel, paint or redecorate the interior of structures on his Lot without approval. However, modifications to the interior of porches, screened porches, patios, and similar portions of a Lot visible from outside the structures on the Lot shall be subject to approval by the ARA.

(b) All dwellings constructed on any portion of the Properties shall be designed by and built in accordance with the plans and specifications of a licensed architect unless the Board or its designee otherwise approves in its sole discretion.

(c) This *Article IX* shall not apply to improvements to the Common Area by or on behalf of the Association.

9.2 Architectural Review Authority. The ARA shall consist of not less than three (3) members, nor more than nine (9) members appointed by the Board. ARA members may not be members of the Board pursuant to TEX. PROP. CODE § 209.00505, provided however, should it become lawful for a member of the Board to be a member of the ARA, the Board, it its sole discretion, may then appoint Board members to the ARA. ARA members also may not be member of the Covenants and Guidelines Committee unless otherwise approved by the Board. The Board shall have the power of appointment and removal of any ARA member with or without cause, in its sole discretion. The members of the ARA must be Members of the Association or representatives of entity Members.

9.3 Vacancies. In the event of death, incapacity, resignation, or removal of any member of the ARA, the remaining member(s) shall have full authority to perform the duties of the ARA, until a replacement is properly appointed by the Board. No member of the ARA or its designated representatives shall be entitled to any compensation for services performed.

9.4 Power and Authority.

(a) The ARA shall have the power and authority to: (i) perform fact finding functions hereunder, (ii) construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction, (iii) from time to time, with Board approval, determine and publish reasonable standards for materials, colors and design for improvements and landscaping, site planning and other design guidelines for the Properties; (iv) designate one (1) or more members of the ARA or other designated representative to respond on behalf of the entire ARA; and (v) in the event of non-compliance with this *Article IX*, recommend to the Board the assessment of fines against the violating Owner, the Compliance Deposit and the Lot, if applicable and/or halt the non-complying construction (by sending statutory written notice to the non-complying Owner or proceeding by restraining order and/or injunction if necessary) and require resolution of such non-compliance before continuation of construction. The Board shall have the sole authority to establish from time to time, the charges ("ARA Fees) for plan review and inspections, for construction of Improvements and landscaping and the amount of any required compliance deposit ("Compliance Deposit") and landscaping deposit ("Landscaping Deposit") to be deposited with the Association prior to the commencement of the primary Single-

Family Residence. The Compliance Deposit is to ensure compliance of the Owner, Builder, supplier, contractor or subcontractors with the Governing Documents and the Design Guidelines and/or to cover damages to the Common Areas caused by Owner, Builder, supplier, contractor or subcontractors during the construction of the primary Single-Family Residence. Compliance Deposits or Landscaping Deposits are not required for construction of Improvements after the initial construction of the primary Single-Family Residence ("Supplemental Construction"). For Supplemental Construction of Improvements, including but not limited to, guesthouses, casitas, pool houses, swimming pools and hot tubs, room additions, remodeling and other Improvements ancillary to the primary Single-Family Residence, an Owner, Builder, supplier, contractor, or subcontractor shall comply with this Second Amended and Restated Declaration and Design Guidelines and other applicable Association Governing Documents. Failure to do so will subject the Owner, Builder, supplier, contractor or subcontractor to the provisions of *Section 4.3* and *9.11* herein.

(b) After the successful completion of the proposed Owner's Lot improvements (including all structures, fencing, landscaping, irrigation and cleanup), the ARA will refund the Compliance Deposit less any unpaid ARA fees or Charges that may have been assessed against the Compliance Deposit by the ARA for non-compliance with this Second Amended and Restated Declaration or any other Governing Document. For the purposes herein, Charges against the Compliance Deposit shall include, but are not limited to, fines, expenses incurred by the Association to correct or complete Improvements, maintenance, removal of debris or materials, cleaning or repairing Common Areas, administrative costs related to compelling compliance herewith, reasonable attorney's fees and any other costs directly related to the enforcement of this Second Amended and Restated Declaration. If at any time the Compliance Deposit falls below the required amount, the Owner or builder shall replenish the Compliance Deposit amount within ten (10) days' notice from the ARA. Failure to replenish the Compliance Deposit amount may result in the issuance of a cease and desist order by the ARA and assessment of fines.

9.5 Guidelines and Procedures.

(a) Design Guidelines. The Association has adopted Design Guidelines, that are separate and apart from this Second Amended and Restated Declaration, for all of the Properties and are subject to further supplementation, amendment or restatement. In addition to the residential restrictions contained in this Second Amended and Restated Declaration, **the Association has in force the Grove Design Guidelines and the Vintage Oaks Design Guidelines that are in addition and supplemental to this Second Amended and Restated Declaration**.

(b) The Board of Directors shall have the sole authority to supplement, amend or restate the Design Guidelines. Any supplements, amendments or restatements to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Board is expressly authorized to supplement, amend or restate and expand the Design

Guidelines to establish and maintain the Community-Wide Standards. The ARA shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

(c) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures, Improvements and landscaping shall be submitted to the ARA, as appropriate, for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the ARA may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. Decisions of the ARA may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

(d) The ARA shall have thirty (30) days from the date all plans, specifications, deposits, and fees are submitted and received by the ARA to approve or disapprove the submittal. If the ARA fails to approve or disapprove such plans and documents in writing within the thirty (30) day period or the vote of the members of the ARA results in a tie, such plans, specifications, and documents **shall be deemed disapproved**. The ARA, at its sole discretion, shall have the option to review the submittal after the expiration of the thirty (30) days or may request the Owner to renew its submittal. If a completely new submittal is required by the ARA, the ARA Fees, the Compliance Deposit and Landscaping Deposit shall transfer to the new submittal. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the appropriate reviewing body pursuant to *Section 9.9*.

(e) Notwithstanding the above, the appropriate reviewing body by resolution may exempt certain activities from the application and approval requirements of this *Article IX*, provided such activities are undertaken in strict compliance with the requirements of such resolution.

(f) Approval by the ARA shall be effective for a period of one (1) year from the date the approval is given. If work has not commenced within the one (1) year period, the approval shall expire, and no work shall thereafter commence without resubmitting plans to the appropriate reviewing body.

(g) If the ARA determines that the complexity of a request for architectural approval so warrants, it may retain an architect, engineer or other needed professional for assistance and advice, in which event the estimated reasonable costs of such architect, engineer or professional shall be paid, in advance, by the Owner requesting the approval, and the thirty (30) day review period shall begin once such payment has been made. The relevant Owner will be reimbursed for any overpayment of such costs, or shall pay any underpayment of such costs, promptly after the final costs are known.

(h) Approval by the ARA for Supplemental Improvements shall be effective for a period of ninety (90) days unless otherwise stipulated in the approval letter. If work has not commenced within the approved time frame, the approval shall expire, and no work shall thereafter be commenced without resubmitting plans to the appropriate reviewing body. Additional construction deposits may also be requested where new approvals are required.

9.6 Specific Guidelines and Restrictions. In addition to the following activities requiring prior approval for the commencement of construction of structures and Improvements within the Properties, the hereinafter scheduled items are strictly regulated, and the Board shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties by supplementing, amending or restating the Design Guidelines for application by the ARA. Each Owner must strictly comply with the terms of this *Section 9.6* unless approval or waiver in writing is obtained from the ARA or the Board, as applicable. The Board may, but is not required to, adopt specific guidelines as part of the Design Guidelines or rules, regulations and policies which address the following items:

(a) Plan Approval. No building, fence or other structure or Improvement of any character, including but not limited to, swimming pools, driveways, sidewalks, drainage facilities, landscaping (original installation and replacement thereof), walkways, fountains, statuary, outdoor lighting, in ground basketball goals, playscapes, gardens, including raised gardens, greenhouses, rainwater collection systems, gazebos, pergolas, playhouses, hot tubs, landscaping berms, permanent and temporary dog runs and animal pens, front and backyard patios, window air conditioning units, synthetic turf and signs shall be erected, placed, added to, removed, demolished, modified or altered on any Lot until the building plans and specifications, including dimensions, exterior elevations and exterior colors and all exterior materials therefor and the location of the proposed structure, pavement, and landscaping have been submitted to and approved by the ARA as being in compliance with this Second Amended and Restated Declaration as to use, quality of workmanship and materials, nature of materials, harmony of external design and external colors with existing and proposed structures in Vintage Oaks at the Vineyard, and location of Improvements with respect to topography, finished grade elevation, boundary lines and building lines. The ARA has complete authority in its discretion to approve or disapprove any variance prospectively or retroactively concerning such Improvements subject to the right of appeal as set forth in TEX. PROP. CODE § 209.00505.

Notwithstanding the foregoing, the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict accordance with all federal laws and regulations. Placement of satellite dishes in the front yard, or in the side yard, or in front of the rear dwelling setback is prohibited.

(b) Lighting. All exterior lighting, including LED light arrays, or solar lights, must be approved by the ARA whether for use in front of the home or the back yard. Low voltage, down-lighting is required to reduce glare and light pollution. The location, placement and direction of all lighting, whether for security or decorative, including solar lights, should enhance the landscape and dwelling and must not encroach upon adjacent property.

(c) Temporary or Detached Structures. Except as may be permitted by the appropriate reviewing body, no temporary house, dwelling, garage, barn or outbuilding shall be placed or erected on any Lot. No mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling. These recreational vehicles shall be subject to the restrictions set forth in *Section 10.4* of this Second Amended and Restated Declaration. Additionally, no manufactured home shall be placed, erected, constructed or permitted within the Properties. "Manufactured home" shall include any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home, and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, of Vernon's Texas Civil Statutes. The placement of prefabricated and transportable sections onto a permanent foundation and the inspection of the resulting structure by the building inspector of the local governing authority shall not exempt such structure from this prohibition. Prefabricated accessory structures, such as sheds and gazebos, must be reviewed and approved by the ARA in strict accordance with this *Article IX*.

(d) Accessory Structures. With the approval of the ARA, accessory structures, such as wood bins, raised garden beds, trellises, arbors, fire pits and landscape berms, may be placed on a Lot. Such accessory structures shall conform in exterior design and quality to the dwelling on the Lot. Location of all accessory structures shall be determined by the ARA and located within the side and rear setback lines. No such structures shall be permitted in front of the street-facing side of the dwelling. Notwithstanding anything herein to the contrary, the ARA may, in its discretion, establish stricter or more restrictive standards. Walled structures and structures that utilize a foundation and/or create a climate-controlled environment, such as outbuildings, sheds, and detached garages are considered accessory buildings and are subject to approval by the ARA, in addition to the terms, conditions, rules, regulations and policies of the applicable site Design Guidelines which govern the applicable Unit. For additional information, please see the Vintage Oaks Design Guidelines, *Section 7.0*, or the Grove Site Design Guidelines, *Section 8.09*).

(e) Utility Lines. Overhead utility lines, including lines for antennas or cable television, are not permitted except for temporary lines as required during construction and lines installed by or at the request of the ARA.

(f) Minimum Dwelling Size. A minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one Neighborhood to another, or which minimum may vary from one Lot to another, may be established in the Design Guidelines or in a Supplemental Declaration. Upon written request of an Owner, the ARA may waive the minimum square footage requirement if, in the reviewing body's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties. The front, street-facing side of the main dwelling shall have varied design elements so as to avoid "flat" or "straight" front facades.

(g) Fences, Walls and Hedges. All fences, walls (including gabion, or stacked stone), and hedges shall be installed in accordance with the applicable Design Guidelines, and as may be set forth in a Unit Supplemental Declaration and, unless otherwise approved by the ARA, shall be located on or within the Lot property line.

(h) Driveways on Lots Less Than One (1) Acre. All driveways for lots within the Subdivision that are 0.99 of an acre or less that access the Public Right-of-Way (as defined in *Section 9.6 (i) (*below) must be constructed in accordance with the driveway detail standard contained in the Design Guidelines (the "Driveway Detail"). Each Owner will maintain the driveway that provides access to such Owner's Lot in good condition and repair, reasonable wear and tear excepted. Any reconstruction or modification of driveways described in this *Section 9.6 (h)* must conform to the Driveway Detail and must be approved in advance by the ARA.

(i) Improvements Within Right-of-Way (Lots Less than One (1) Acre). For those Lots within the Subdivision that are 0.99 of an acre, or less, which also include a street right-of-way (the "Public ROW") that will be dedicated to Comal County, Texas (the "County"), those portions of the Public ROW include, or will include, landscaping and irrigation facilities, green/open space and curbs (collectively, the "ROW Facilities"). The Association shall have an easement over and across the Public ROW for the installation, operation, maintenance, repair, removal, and/or modification of the ROW Facilities. Notwithstanding the foregoing provision, the ROW Facilities may not be relocated from the portion of the Public ROW on which the ROW Facilities were originally constructed or expanded to include other portions of the Public ROW without the express written consent of the County. Upon completion of the ROW Facilities, the ROW Facilities will be considered Common Area of the Association and the Association shall be responsible for maintaining the ROW Facilities in good condition and repair, reasonable wear and tear excepted, and in accordance with applicable law. The estimated costs incurred, or expected to be incurred, by the Association to operate, maintain, repair, remove, and/or modify the ROW Facilities will be paid by the Members through Assessments. The easement reserved in favor of the Association is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees, and licensees, to enter upon the Public ROW for any purpose including, but not limited to: the construction, installation, maintenance, and/or operation and renewal of any public utilities, franchised public utilities or roadways or streets on, beneath or above the surface of the Public ROW. The easement and rights reserved and conferred herein to the Association shall not be construed to limit, in any way, the County's ownership interest in or to the Public ROW, or the authority of the County to widen, construct, alter, or improve the Public ROW, or the County's right, at any time, to enter upon the Public ROW.

(j) The Association is advised that the County may require that the ROW Facilities be removed if deemed necessary by the County in the interest of public health, safety, and/or welfare. The Association, shall, at its sole expense, maintain commercial general liability insurance with a combined single limit of not less than FIVE HUNDRED THOUSAND AND N0/100 DOLLARS ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall remain effective so long

as the ROW Facilities exist. To the extent permitted by applicable law, the Association shall indemnify, defend, and hold harmless the County and its officers, agents, and employees against any and all claims, suits, demands, judgments, and expenses, including attorney's fees, including, but not limited to, liability for personal injury, death or damage to any person or property which is proximately caused by the Association's operation, maintenance, repair, removal, and/or modification of the ROW Facilities. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses: (i) for which the County shall have been, or is entitled to be compensated by insurance as provided by this *Section 9.6(j)*; or (ii) which are proximately caused by the negligent or willful acts of the County, its officers, agents, employees, or contractors.

(k) Rules, Regulations and Policies. The Association shall, from time to time, adopt rules, regulations and policies as permitted by the Governing Documents and/or the Act, including but not limited to, solar systems, rainwater collection systems, yard art, flags, xeriscaping, security measures, pool enclosures and such other policies as the ARA determines is appropriate to maintain the Community-Wide Standards, subject to the approval of the Board. Land use restrictions contained in any rule, regulation or policy shall be enforceable to the same extent as the restrictions contained in this Second Amended and Restated Declaration, subject to the limitations of the Governing Documents and the Act.

(l) Signage. No sign of any kind shall be erected by an Owner, occupant or Builder without the prior written consent of the ARA except such signs as may be required by legal proceedings. Otherwise, all signs must comply with the Grove Design Guidelines or the Vintage Oaks Design Guidelines, and other Governing Documents, as applicable, as amended from time to time. Unless in compliance with the Design Guidelines and other Governing Documents, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Lot, any structure, or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling).

9.7 Completion of Construction: Occupancy of Unfinished Lots. No dwelling erected upon any Lot shall be occupied in any manner during the course of construction, or at any time prior to the dwelling being fully completed. After the commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. With respect to the construction of a residential dwelling, such construction shall be completed within one (1) year from the date of approval by the ARA. The Board shall have the discretionary authority to extend completion dates under extraordinary circumstances, including but not limited to, contractor, labor, supply chain shortages, *force majeure* or other events not within the control of the Builder and/or Owner that delayed the construction.

(a) For the purposes of this *Section 9.7*, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARA; (ii) a building permit has been issued for the Lot by the appropriate jurisdiction; and (iii) construction of a residential dwelling on the Lot has physically commenced beyond site preparation. Completion of a dwelling shall be deemed to have occurred upon "substantial completion."

(b) For the purposes of this *Section 9.7*, substantial completion shall be defined to be the date that the ARA certifies that the improvements are sufficiently complete in accordance with the Governing Documents and any other building specifications of the ARA as such may be established and amended from time to time and, with respect to initial construction, that the Owner may occupy the improvements for use as a single-family residential dwelling.

(c) It shall be the responsibility of a builder of any residences which are not under contract to a buyer to install appropriate landscaping materials within six (6) months from the date the residence constructed by said builder has been declared available for occupancy (provided no buyer has entered into contract on the residence). The ARA reserves the right to withhold the Compliance Deposit until such time that a Landscape Plan has been submitted to the ARA, and the work has been satisfactorily completed (refer to Vintage Oaks Design Guidelines, *Section 9.0*, and the Grove Design Guidelines, *Section 8.0*).

9.8 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. The ARA shall not withhold future approvals contingent upon completion or correction of an applicant's current Improvements.

9.9 Variance and Waivers. The ARA, at its discretion, may authorize Variances and Waivers from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations or other reasons require, but only in accordance with duly adopted rules, regulations and policies. A Variance is defined as a formal request initiated by the Owner and at Owner's expense to formalize a material noncompliance from the Covenants or Design Guidelines and must be approved by the ARA. A Waiver is defined as an informal request initiated by the Owner, at Owner's expense, to evidence an immaterial deviation from an applicable rule, regulation or Design Guideline that is determined by the ARA, in its sole discretion, to not warrant a formal Variance. Variances are issued by the ARA through a formal, documented process that produces the rationale used in issuing the Variance and is memorialized for future reference by filing the Variance in the Official Public Records of Comal County, Texas. A Waiver is evidenced by a written informal letter issued by the ARA to the Owner identifying the permitted deviation from an applicable rule, regulation or Design Guideline. Such Variances and Waivers may only be granted, however, when unique circumstances dictate, and no Variance or Waiver shall be effective unless in writing. No circumstance prevents the ARA from denying a Variance or Waiver in other similar circumstances. If the ARA elects to grant a Variance or Waiver, the Variance or Waiver will recite the basis for the approval and issuance of the Variance or Waiver, specifically detailing the existing circumstances warranting the Variance or Waiver. The grant of a Variance or Waiver to allow a deviation from the Second Amended and Restated Declaration, Design Guidelines or any applicable rules or regulations shall not be considered a precedent for other similar circumstances. Each consideration of a Variance and Waiver shall be on a case-by-case basis. For purposes of this *Section 9.9*, the inability to obtain approval of any governmental

agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a Variance or Waiver.

(a) A Variance or Waiver granted due to hardship may be temporary or permanent and responsive to the unique circumstances of each case. The ARA shall also authorize a submission of construction plans that include a wheel chair ramp access to the front door of any home as may be required for a disabled individual in accordance with ADA or other State law requirements.

(b) A Variance or Waiver from compliance with the Design Guidelines, the Second Amended and Restated Declaration, or an approved ARA Application may be requested by an Owner or Builder, and shall be requested in writing to the ARA. An Owner or Builder shall seek a Variance or Waiver **before** any modification, alteration, or deviation from an approved design or construction is executed. Any such modification, alteration or deviation must be approved in writing by the ARA in advance of any work done pursuant to the Variance or Waiver requested.

(c) The ARA may, but has no duty to, consider granting a Variance or Waiver for such modifications, alterations or deviations after the fact. However, if the ARA denies such a Variance or Waiver, the ARA reserves the right to require any Owner to restore their Lot to its previous and/or approved condition in the event un-approved Improvements or modifications are constructed thereon. The Owner or Builder receiving the ARA denial shall have a right of appeal pursuant to TEX. PROP. CODE § 209.00505, as amended. The ARA may, from time to time, grant Variance or Waiver in accordance with *Section 9.9* of this Second Amended and Restated Declaration. The ARA will grant or deny the Variance or Waiver request in writing. No variance and exception are allowed unless the Owner or the Builder has received a written notice of approval from the ARA.

9.10 Limitation of Liability. The criteria and requirements established by the ARA for approval of architects, Builders and contractors are solely for the Association's protection and benefit and are not intended to provide the Owner with any form of guarantee with respect to any approved architect, Builder or contractor. Owner's selection of an architect, Builder or contractor shall be conclusive evidence that the Owner is independently satisfied with any and all concerns Owner may have about the qualifications of such architect, Builder or contractor. Furthermore, Owner waives any and all claims and rights that Owner has or may have now or in the future, against the ARA. The standards and procedures established pursuant to this *Article IX* are intended to provide a mechanism for maintaining and enforcing the overall aesthetics of the Properties only and shall not create any duty to any Person. Review and approval of any application pursuant to this *Article IX* is made on the basis of aesthetic considerations only and neither the ARA nor Declarant shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, the adequacy of soils or drainage, or for ensuring compliance with building codes and other governmental requirements, or for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property Owners. Neither the Declarant, the Association, the Board, the ARA, nor any committee or member of any of the foregoing shall be

held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in *Section 4.5*. NEITHER THE BOARD, THE ARCHITECTURAL REVIEW AUTHORITY, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL REVIEW AUTHORITY'S DUTIES UNDER THIS SECOND AMENDED AND RESTATED DECLARATION.

9.11 Enforcement. Any member of the ARA or the Board, or the representatives of each, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this *Article IX*. Any structure, improvement or landscaping placed or made in violation of this *Article IX* shall be deemed to be nonconforming. Upon written request from the ARA, the Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of the ARA or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this *Section 9.11* shall not constitute a trespass. In addition, the Board may enforce the decisions of the ARA by any means of enforcement described in *Section 4.3*. All costs, together with the interest at the maximum rate then allowed by law and attorney's fees as allowed by the Act, may be assessed against the benefited Lot and collected as a Specific Assessment.

(a) Unless otherwise specified in writing by the ARA, an approval granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the Association's Hearing Policy and TEX. PROP. CODE § 209.007, as amended, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

(b) Neither the ARA nor any member of the foregoing, nor the Association, or their members, officers or directors, shall be held liable to any Person for exercising the rights granted by this *Article IX*. Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this *Article IX* or the Design Guidelines may be excluded by the ARA from the Properties, subject to the notice and hearing procedures contained in the Bylaws.

(c) In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this *Article IX* and the decisions of the ARA.

ARTICLE X
USE RESTRICTIONS

10.1 General. This *Article X* sets out certain use restrictions which must be complied with by all Owners and occupants of any Lot. The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, model homes, sales offices for Builders, an information center and/or a sales office for any real estate broker approved by the Association to assist in the sale of property described on Exhibits "A" or "B", offices for any property manager retained by the Association, business offices for the Association or related parking facilities) consistent with this Second Amended and Restated Declaration and any Supplemental Declaration.

10.2 Rules, Regulations and Policies. In addition to the use restrictions set forth in this *Article X*, as permitted by *Section 9.06 (k)*, the Board may, from time to time, without consent of the Members, promulgate, modify or delete rules, regulations and policies applicable to the Properties. Such rules, regulations and policies shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon the Owners and occupants.

10.3 Residential Use. All Lots may be used only for residential purposes of a single family and for ancillary business or home office uses. A business or home office shall be considered ancillary so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Lot; (ii) the activity limits the number of employees on the premises of not more than two (2) at any given time; provided, further, that there is reasonable parking to accommodate such employees; (iii) the activity does not involve regular visitation of the Lot by clients, customers, suppliers, or other invitees or door-to-door solicitation of residents of the Properties; (iv) the activity does not increase traffic or include frequent deliveries within the Properties; and (v) the activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

(a) No real estate brokerage firms, real estate sales offices, or any other business directly or indirectly selling and/or managing real property or improvements shall be permitted within the Properties except with the Board's prior written approval which may be denied in Board's sole discretion. No other trade or business activity shall be conducted upon a Lot without the prior written approval of the Board.

(b) The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is

engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required,

10.4 Vehicles and Parking.

(a) Generally. Automobiles, and non-commercial trucks or vans shall be parked only in garages or on Owner driveways serving the Lots unless otherwise approved by the ARA; provided, however, the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Visitor parking on the street is permitted on a limited basis as determined by the Board of Directors from time to time, in its sole discretion. Vehicles parked on the street shall be parked facing the direction of traffic flow for the side of the street the vehicle is parked. Notwithstanding the preceding, overnight parking is strictly prohibited. Owners are expected to require overnight guests to park in the Owner's driveway and not park on the street or within any easement. Owners are encouraged to consider future overflow parking needs in their driveway design and construction, and the design should allow for safe maneuvering of vehicles in and out of the garage and driveway. No parking of any vehicles on crushed granite, grass or other natural areas is permitted. Vehicles must be parked parallel with the direction of the driveway, either facing forward or backwards but no parking sideways on a driveway is permitted. The Board of Directors is empowered to adopt, amend or supplement, by a majority vote, any of these parking rules and regulations in its sole discretion. Any such amendments, rules or regulations may be adopted in the form of a policy to supplement this *Section 10.4(a).*

(b) Grove Parking. In addition to the general parking rules in *Section 10.4(a)*, Lot within the Grove shall have additional parking rules. Owner street parking is not permitted within the Grove. Visitors may park on the street during daylight hours from 7 a.m. until 7 p.m. Owners may not habitually park their vehicles on the street, which can create a traffic flow problem on neighborhood streets and may create an impasse for first responders arriving in firetrucks or ambulances and delay their arrival response in an emergency.

(c) Inoperable Vehicles. No automobile, non-commercial truck or van, or commercial vehicle may be left upon any portion of the Properties, except in a garage, if it is unlicensed, inoperable or is otherwise incapable of being operated upon a public highway. Tarped vehicles, particularly if left sitting on a driveway, may be subject to such vehicle Owners' having to present proof of licensure and operational status, or else the vehicle must be stored in the garage. Such vehicles shall be considered a nuisance and the Association may affect their removal from the Properties.

(d) Motorized Vehicles. No motorized vehicles (excluding motorized mobility devices used pursuant to person's disability), shall be permitted on pathways, trails, or unpaved Common Areas except for public safety vehicles and vehicles used by the Association.

(e) Recreational Vehicles. Recreational and utility vehicles shall be parked or stored in garages only as set forth in this Second Amended and Restated Declaration. The term "recreational vehicles," as used herein, shall include but is not limited: to motor homes, travel

trailers, travel vans, buses, and campers. Recreational vehicles which may be legally operated on a public street may be operated on the streets within the Properties only by a licensed driver in accordance with Texas law. Non-licensed drivers are not permitted to drive vehicles of any type on streets within Vintage Oaks at the Vineyard Neighborhoods. Motorized recreational vehicles are not permitted in Timber Ridge Park except for event parking and the park playground use. Off-roading in Timber Ridge Park or other Common Areas, or adjacent undeveloped areas is not permitted.

(f) The term "watercraft," as used herein shall include but is not limited to boats, jet skis or other watercraft. The term "motorized sports equipment" as used herein shall include but is not limited to off-road motorcycles, unlicensed dirt bikes, "all-terrain" vehicles, mini bikes, scooters, go-carts, and golf carts, subject to the provisions of TEX. TRANS. CODE CHAPTER 551, Section 551.403. Any recreational vehicle parked or stored in violation of the provision shall be considered a nuisance and may be removed from the Properties.

(g) Recreational Vehicles Temporary Parking ("RVs").

(i) Owners may only park RVs on their driveways for purposes of loading for a trip, or for offloading upon return from a trip. Owners may not park on the driveways for more than seventy-two (72) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager. Owners must not store their RVs on their driveways.

(ii) Guests visiting in recreational vehicles may park the visiting recreational vehicle in the driveway of a Lot for a period of seventy-two (72) hours and for a period not to exceed seven (7) days with a visitor's parking permit. Permits must be obtained from the Property Manager in advance for Owner guests.

(iii) Watercraft. Owners may only park watercraft on their driveways for purposes of loading, unloading or maintaining the same. Owners may only park watercraft on a driveway for no more than seventy-two (72) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager.

(iv) Motorized Sports Equipment. Owners may only park motorized sports equipment on their driveways for purposes of loading, unloading or maintaining the same. Owners may only park such equipment on a driveway for no more than forty-eight (48) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager.

(v) Utility Trailers. Utility trailers and any construction vehicle or heavy machinery, including but not limited to a BobCat, skid-steer, or a tractor may not be parked on driveways except during construction or in actual use. Utility trailers attached to vehicles parked in a driveway are equally subject to this provision.

(vi) Commercial Vehicles. A commercial motor vehicle (CMV) is one that is operated primarily for commercial purposes, and in the course of business-related thereto. Any vehicle with decals, graphics or writing (excluding bumper stickers and other common displays affixed to non-commercial vehicles), which advertise a service, product or business shall be considered a commercial vehicle. Commercial vehicles must be parked in the Owner's enclosed garage when not in use, and not on the Lot, driveway, or in an easement.

(vii) In addition to the definition given above, the following shall be considered commercial vehicles:

(1) Vehicles having road tag exemptions;

(2) Class 4 (buses)*;

(3) Class 6 or higher vehicles*;

(4) A combined weight of 10,000 lbs.;

(5) A passenger capacity of 10+ persons;

(6) A length of 28 feet or longer; and

(7) Industry specific hardware fixed to the exterior such as but not limited to ladders, storage racks, storage panels, cranes, etc.

**As defined by the Federal Motor Carrier Safety Administration*

(h) All other vehicles are classified noncommercial, recreational, or residential and may be subject to other guidelines. Exempt from these commercial vehicle restrictions are all police, public service, or rescue vehicle.

(i) All vehicles shall be subject to such reasonable rules, regulations and policies as the Board of Directors may adopt, including, without limitation, the right to limit the number of vehicles permitted on each Lot.

10.5 Leasing. The leasing of Lots shall be regulated by the provisions in this *Section 10.5* and any duly adopted Leasing Policies setting for the rules and procedures for leasing within the Properties as determined by the Board of Directors, in its sole discretion.

(a) Lots may be leased by an Owner, so long as: (i) the Owner resided in the residence on the Lot for the first twelve (12) consecutive months after acquiring an ownership interest in the Lot; (ii) residents are leasing the entire Lot (including all improvements thereon) for single-family residential use; (iii) the term of the lease is not less than six (6) months; and (iv) the Owner and the residents have the intent that the residents remain on the Lot, and that it becomes the resident's place of residency; that is, that the residents will make the Lot and residence thereon their home. Subleasing of a Lot and residence is strictly prohibited unless prior written approval is received from the Board which shall be determined in its sole discretion. Uses such as short-term leases (less than six (6) months), temporary or transient housing, hotel, motel, vacation

rental, and bed and breakfast, residences listed on, or rented or exchanged through, an online service or platform such as Airbnb, Vrbo (Vacation rentals by owner), HomeAway, HomeExchange, Intervac, Home Swap, CasaHop, or any company offering or facilitating similar services or platforms for short-term rentals, vacation rentals, weekend or special events rentals, or home exchanges shall each be considered a "business use" and are expressly prohibited. The preceding restriction shall also include swimming pools leased, rented or exchanged on a temporary basis. The Board of Directors, in its sole discretion, may grant a waiver of any of the preceding conditions if special circumstances warrant such a waiver.

(b) The provisions regarding leasing contained herein shall not preclude: (i) the Association or an institutional lender from leasing a Lot upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure, or (ii) the seller or transferor of a Lot from leasing back the Lot for a period of time up to one hundred eighty (180) Days after the closing of the sale or transfer of such Lot. Leases will not relieve the Owner from compliance with the Second Amended and Restated Declaration, Bylaws, use restrictions and rental and leasing rules, regulations and policies of the Association. All leases shall be in writing and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rental and leasing rules, regulations and policies of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board, subject to the limitations of TEX. PROP. CODE § 209.016, as amended. The Board is empowered to adopt additional leasing rules, regulations and policies as determined in its sole discretion. Any additional rules, regulations and policies adopted shall be prospective and not retroactive.

10.6 Occupants Bound. All provisions of the Second Amended and Restated Declaration, Bylaws, and of any rules, regulations and policies, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner. Owners of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with the enforcement of the Governing Documents against the Owner's tenant. The Association shall not be liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Association's Governing Documents against the Owner's tenant.

10.7 Animals and Pets. No animals, livestock, swine, poultry or fowl of any kind may be raised, bred, kept, or permitted on any Lot except for dogs, cats, (as such may be made subject to rules, regulations and policies adopted by the Board) or other usual and common household pets, not to exceed four (4) in total number, except as otherwise permitted by the Board within certain Units, or as may be set forth in a Unit Supplemental Declaration. The keeping of bees shall be subject to the approval of the Board, in its sole discretion, and subject to any limitations, restrictions and policies duly adopted by the Board. No exotic pets may be kept, bred, or

otherwise maintained on a Lot. No animal shall be allowed to be off leash when outside of the Owner's Lot. The Board may adopt further rules, regulations and policies governing animals on the Properties. Owners are required to promptly remove any solid pet wastes from all Common Areas, roadways, Private Streets and Subdivision trails.

The Board, in its sole and absolute discretion, may determine that an animal constitutes a danger or nuisance (barking dogs, bees for example) in the Properties, or a danger to Owners, guests, nearby property, or wildlife. Any such animal shall be removed from the Properties. By way of explanation and not limitation, this *Section 10.7* may be enforced by exercising self-help rights provided in *Section 4.3*.

10.8 Nuisance. It shall be the responsibility of each Owner and/or occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No Lot within the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property; all of which shall be determined by the Board, in its sole discretion.

(a) No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

(b) Without limiting the generality of the foregoing, no speaker, loud music, horn, whistle, siren, bell, amplifier or other sound device, (except such devices as may be used exclusively for security purposes or as approved by the ARA) shall be located, installed or maintained upon the exterior of any structure on the Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to be shut off automatically.

Quiet Hours: All loud music and noise originating from a Lot shall cease by 12:00 A.M. (Midnight) on Friday and Saturday, and by 10:00 P.M. on Sunday through Thursday. The quiet hours may be amended from time to time by resolution by a Majority of the Board of Directors, in its sole discretion.

10.9 Streams. No streams that run across any Lot may be dammed, or the water therefrom impounded, diverted or used for any purpose without the prior written consent of the Board.

10.10 Drainage and Grading.

(a) Catch basins and drainage areas are for the purpose of return flow of water only. No obstructions or debris shall be placed in these areas. No Owner and/or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains.

(b) No Person shall alter the grading of any Lot without prior approval of the ARA pursuant to *Article IX* of this Second Amended and Restated Declaration. No Person may fill in or pipe any roadside or lot-line swale, except as necessary to provide a minimum driveway crossing, nor may any Person pipe, fill in or alter any lot line swale used to meet Comal County regulations. The Declarant reserved for the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such an easement shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent.

10.11 Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10.12 Storage and Disposal of Garbage and Refuse.

(a) No trash may be stored on the street or in view of the street, and trash only should be put out for pick up in the morning on the day of pick up. No Lot shall be used or maintained as dumping grounds for rubbish. Trash, garbage, or other waste materials must be kept in sanitary containers issued by the waste removal provider. For any additional containers used by an Owner, the containers must be constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Trash and recycle containers shall be stored out of sight from the street-facing front facade (Lot line to lot line view), or in Owner garages, or with a good faith effort behind approved masonry screening. Trash and recycling containers should not be placed for pick-up any earlier than 5:00 pm the day prior to collection and shall be returned to their storage location no later than the end of the day of regular trash collection. Trash and recycling

containers shall not be placed on the roadway or in any other manner which creates a safety hazard.

(b) Cut brush may not be stored on the street or in view of the street any earlier than the weekend prior to brush pickup. When stored on the street or in view of the street, brush may not extend beyond the Owner's Lot onto adjoining Lots or right-of-way. Said brush must be bundled in four foot (4') lengths. The disposal of mattresses on bulk trash pick-up days is prohibited.

(c) All rock piles or debris piles created during initial construction, or during a subsequent improvement must be used as part of a Landscaping Plan or removed from the property within six (6) months of the initial build, or three (3) months of a subsequent improvement project.

(d) No lumber, metals, bulk materials, refuse, or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Lot, except during the initial construction period of the improvements to the Lot. In addition, during construction the building materials on any Lot shall be placed and kept in an orderly fashion. Trash and debris shall not be permitted to be windblown from the Lot to neighboring Lots and if it should occur, the Owner and/or Builder shall immediately retrieve the trash or debris and dispose of it properly. Any Lot on which construction is in progress shall be monitored daily. At all times all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed. Trash and debris shall be contained in standard size dumpsters or other appropriate trash receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. Should Owner or Builder fail to have the dumpster emptied when full just below the top of the dumpster, the Owner and Builder appoint the Association as its agent to have the dumpster serviced at Owner's and Builder's expense. Other rules and regulations for maintenance of a Lot during construction may be contained in the Design Guidelines.

(e) No activity shall be conducted on the Lots and no Improvements shall be constructed on the Lots which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires shall be lighted or permitted, except within interior and exterior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult, and no butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for: (i) portable, small-sized tanks used solely to fuel barbecue units or portable heaters, (ii) fuel tanks installed in vehicles, boats or equipment, (iii) a reasonable number of portable cans/tanks used to refuel equipment or vehicles; or (iv) butane tanks fully buried and not visible from any street or other Lot unless otherwise approved by the ARA.

(f) Burning of brush or debris is permitted but, any outside burning of brush or debris shall be in strict compliance with the outside burning regulations of Comal County, Texas, or any other relevant government body. Before burning, visit the Comal County Fire Marshal

(https://www.co.comal.tx.us/Fire_Marshal.htm) for information about burning regulations and to determine if a burn ban is on or off. Additionally, the following rules will apply in Vintage Oaks at the Vineyard:

(i) No burning is permitted unless weather conditions are conducive to commencing and completing an open burning of brush or debris;

(ii) Burning should be done only in a location that is safe for the open burn without risk of damage to any surrounding area or improvements;

(iii) Smoke from the burn must not move in a direction to cause nuisance to any third party;

(iv) The burn must be supervised by an adult at all times until the fire is completely extinguished, smoldering embers will be treated as a burning fire;

(v) After the burn is complete, precautions must be taken to cover the ashes to prevent them from being rekindled while unsupervised;

(vi) No burning under power lines, trees or structures;

(vii) A hose, water supply and/or shovels shall be on site to control the fire in a concentrated area;

(viii) Adequate manpower should remain on site to control the fire in the case of an emergency;

(ix) The fire must be extinguished if the party monitoring the fire leaves the fire site;

(x) Burning is limited to brush, debris and natural vegetation materials from the lot only and no materials may be imported for burning; and

(xi) Burning construction debris or materials is explicitly prohibited.

(xii) **There shall be no burning on any Association Common Areas by Owners or guests, and specifically, but not limited to, open firepits, campfires and burn piles are PROHIBITED. Notwithstanding the preceding, the Association or its designee shall be permitted to burn cleared trees, brush, limbs and debris in connection with the Association's maintenance of Common Areas. The burn shall be a controlled, fully supervised fire compliant with all local and county rules and regulations.**

Any infractions shall result in fines being assessed and privileges to use the Association Common Areas suspended by the Board of Directors, at its discretion.

(g) No Lot may be subdivided except with the written consent of Declarant during the Development Period and thereafter, by the Association. Any Owner owning two (2) or more adjoining Lots, or portions of two (2) or more such Lots, may with the prior approval of the Board, replat and consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) Residence and such other Improvements as are permitted herein. The setbacks for the common boundary of the combined Lots shall not apply to allow construction of the Residence across the common boundary. The Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all Assessments applicable to the Lot. Provided the unimproved Lots have been consolidated by a replat, as approved by the Board, the Assessment for this consolidated Lot shall be the same as any other single unimproved or improved Lot. If the Lot is consolidated as permitted by the TEX. PROP. CODE § 209.015 and not by replat, the Assessment shall continue to be based on two (2) Lots. Once improved as a consolidated Lot, the Owner shall be prohibited from selling the Lots as separate Lots in the future, except in compliance with the requirements of the TEX. PROP. CODE § 209.015.

10.13 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, cross bows, compound bows, and firearms of all types. Hunting of any kind, and by any method, including but not limited to firearms, snares, bow and arrows, crossbow, slingshot or manually propelled missiles is prohibited. Notwithstanding the preceding, the Board may implement game management plans pursuant to its rights under *Section 4.9(b)* herein, including, but not limited to, permitting management of deer (subject to State limitations), feral hogs and other overpopulated wildlife. Lot Owners are permitted to employ a professional trapper or an Owner may use hog traps for the control of feral hogs without the necessity of approval of the Board of Directors. The Board may impose fines and exercise other enforcement remedies as set forth in this Second Amended and Restated Declaration to enforce this restriction but shall not be obligated to exercise self-help to prevent any such discharge.

10.14 Combustible Liquid. There shall be no storage of gasoline, propane, heating or other fuels except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and for operation of lawn mowers and similar tools or equipment and except as may be approved in writing by the Board or as provided for in the Design Guidelines. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

10.15 Incidental Bodies of Water. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams within or adjacent to the Properties. In addition, the Association shall not be responsible for maintaining, increasing or decreasing the water level within any lake or other water body or removing vegetation from any lake or other water body.

10.16 Flags.

(a) For the purposes of this Second Amended and Restated Declaration, "Flag" or "Flags" shall mean: (i) the flag of the United States of America; (ii) the flag of the state of Texas; (iii) an official or replica flag of any branch of the United States armed forces, including Blue Star and Gold Star Service flag; or POW/MIA flags as sanctioned by the United States armed forces. All other flags, unless otherwise provided in this *Section* 10.16, are prohibited. Political flags promoting any candidate for public office are prohibited at all times from being flown on a flagpole mounted on a dwelling or on a free-standing flagpole.

(b) Applications for approval of the installation and display of all flags subject to this Policy and shall be submitted to the Association's Architectural Review Board (the "ARB") in the same manner as applications for approval of other Improvements within the subdivision, however, the fee is waived. All ARB findings will be in writing.

(c) Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

i. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10.

ii. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code.

iii. Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag.

iv. A sports team flag may be flown on game day in conjunction with collegiate or professional team sports, however, they must be taken down upon completion of the day's competition. Flags must meet size, location, and condition requirements as noted in line item ix below.

v. Two types of flagpoles are permitted. The permitted method of flag display is:

1. One short flagpole attached to the dwelling, or two short flagpoles may be attached to the street-facing entryway to the Dwelling (not to exceed six feet (6') in length).

OR

2. A free-standing flagpole constructed of durable, long-lasting materials with a finish appropriate to the materials and harmonious with the dwelling. The single freestanding flagpole shall not exceed twenty-five

feet (25') in height and must be placed a minimum of 25' from the front setback boundary of the Lot.

vi. In The Grove, a free-standing flagpole must be placed no more than ten feet (10) from the front of the main Dwelling.

vii. In The Grove, the external halyard of the flagpole shall be of such material and design to prevent any noise from transmitting beyond the boundaries of the lot or property that may be a nuisance to any neighboring properties.

viii. Flags or flagpoles attached to trees, shrubs, fences, gates, or gutters, or the like are not permitted. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances.

ix. The display of any permitted flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements, and setbacks of record.

x. All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair. Structurally unsafe or deteriorated flagpoles must be repaired, replaced, or removed.

xi. Individual flags may not exceed 4 feet high by 6 feet.

10.17 Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. Compliance with this Second Amended and Restated Declaration is not a substitute for compliance with such ordinances and regulations. Please be advised that the Second Amended and Restated Declaration does not purport to list or describe each ordinance or regulation which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations, and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ARA for approval. Furthermore, approval by the ARA should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirement, regulations, or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ARA.

ARTICLE XI
EASEMENTS

Declarant reserved, created, established, promulgated and declared the non-exclusive, perpetual easements set forth herein for the enjoyment of the Association, the Members, the Owners, and their successors-in-title.

11.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment between adjacent Lots, and between each Lot and any adjacent Common Area, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3') as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.2 Easements for Utilities, etc.

(a) There are hereby reserved to the Association, and the designees of each (which may include, without limitation, any governmental or quasigovernmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including but not limited to: sewer, telephone, gas and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Properties, as necessary, to exercise the easements described above.

Declarant specifically granted to the local water supplier, sewer service provider, electric company, telephone company, cable company, and natural gas supplier the easements set forth herein across the Properties for ingress, egress, installation, reading, replacing, repairing and maintaining utility lines, meters and boxes, as applicable.

(b) The Declarant originally reserved the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit "A" or Exhibit "B".

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this *Section 11.2* shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner and/or occupant.

(d) Association reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance

of any of the easements granted or reserved under this *Section 11.2*, or (ii) to define the limits of any such easements.

11.3 Easement for Slope Control, Drainage and Waterway Maintenance. The Declarant, for itself and the Association, and their respective representatives, successors and assigns, contractors and agents, established and reserved a permanent and perpetual non-exclusive easement appurtenant over, across, under, through and upon each Lot for the purposes of:

(a) controlling soil erosion, including grading and planting with vegetation any areas of any Lot which are or may be subject to soil erosion;

(b) drainage of natural or manmade water flow and water areas from any portion of the Properties;

(c) changing, modifying or altering the natural flow of water, water courses or waterways on or adjacent to any Lot or Common Area;

(d) dredging, enlarging, reducing or maintaining any water areas or waterways within the Properties; and

(e) installing such pipes, lines, conduits or other equipment as may be necessary for slope control, drainage and waterway maintenance of any portion of the Properties.

11.4 Easement for Entry. The Association shall have the right, but not the obligation, and a perpetual easement is hereby granted to the Association, to enter all portions of the Properties, including each Lot, for emergency, security, and safely reasons. Such right may be exercised by the authorized agents, employees and managers of the Association; any member of its Board or committees, and its officers, and by all police officers, fire fighters, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in emergencies, entry onto a Lot shall be only during reasonable hours and after notice to and permission from the Owner. This easement includes the right to enter any Lot to cure any condition which may increase the possibility of fire, slope erosion, immediate risk of personal injury, or other hazard if an Owner fails or refuses to cure the condition within a reasonable time after request by the Board, but shall not authorize entry into any dwelling without permission of the Owner, except by emergency personnel acting in their official capacities. Any entry by the Association or its authorized agents, employees or managers of the Association, any member of its Board or committees or its officers onto a Lot for the purposes specified herein shall not constitute a trespass.

11.5 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter any portions of the Properties, including each Lot to (a) perform its maintenance responsibilities under *Article V;* and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment

to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this *Section 11.5* shall not constitute a trespass. The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition that violates the Governing Documents. All costs incurred, including reasonable attorneys' fees allowed by the Act may be assessed against the violator as a Specific Assessment.

11.6 Easements for Lake and Pond Maintenance and Flood Water. The Association and its successors, assigns, and designees shall have the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Second Amended and Restated Declaration. Association and its designees shall have an access easement over and across any of the Properties abutting or containing any portion of any pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this *Section 11.6*.

(a) Association and its successors, assigns and designees, shall have a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within twenty feet (20') of ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this *Section 11.6*. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make the Association or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

(b) Association, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this *Section 11.6*, or (ii) to define the limits of any such easements.

11.7 Lateral Support. Every portion of the Common Area, every Lot, and any improvement which contributes to the lateral support of another portion of the Common Area or of another Lot shall be burdened with an easement for lateral support, and each shall also have the right to lateral support which shall be appurtenant to and pass with title to such

ARTICLE XII
MORTGAGEE PROVISIONS

The following provisions are for the benefit holders, insurers, and guarantors of first Mortgages on Lots in the Properties. The provisions of this *Article XII* apply to both this Second Amended and Restated Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

12.1 Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties, or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) Days or any other violation of the Second Amended and Restated Declaration or Bylaws relating to such Lot or the Owner and/or Occupant which is not cured within sixty (60) Days;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action that would require the consent of a specified percentage of Eligible Holders pursuant to Federal Home Loan Mortgage Corporation requirements.

12.2 No Priority. No provision of this Second Amended and Restated Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any right of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.3 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot,

12.4 Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) Days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

12.5 Construction. Nothing contained in this *Article XII* shall be construed to reduce the percentage vote that must otherwise be obtained under this Second Amended and Restated Declaration, the Bylaws, or Texas law for any of the acts set out in this *Article XII*.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Duration.

(a) Unless terminated as provided in *Section 13.1(b)*, this Second Amended and Restated Declaration shall run with the land and shall be binding on all parties and Persons claiming under them for a period of thirty (30) years from the date this Second Amended and Restated Declaration is recorded. This Second Amended and Restated Declaration shall automatically be extended at the expiration of such period for successive periods of ten (10) years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Second Amended and Restated Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Texas law, in which case such law shall control, this Second Amended and Restated Declaration may not be terminated within thirty (30) years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least ninety percent (90%) of the total Lots within the Properties, which instrument is recorded in the Public Records. Nothing in this *Section 13.1* shall be construed to permit termination of any easement created in this Second Amended and Restated Declaration without the consent of the holder of such easement.

13.2 Amendment.

(a) By the Board of Directors. A majority of the Board of Directors may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determinations; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot shall consent in writing.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Second Amended and Restated Declaration, this Second Amended and Restated Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority vote of a quorum of Members present at a meeting or for an association-wide vote

without a meeting. For the purposes of a vote for amendment of this Second Amended and Restated Declaration, quorum shall be at least fifty-one percent (51%) of the total of votes for all Class A Members.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) Validity and Effective Date. Any amendment to this Second Amended and Restated Declaration shall become effective upon recordation in the Public Records unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one (1) year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Second Amended and Restated Declaration.

If an Owner consents to any amendment to this Second Amended and Restated Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

13.3 Severability. Invalidation of any provision of this Second Amended and Restated Declaration, in whole or in part, or any application of a provision of this Second Amended and Restated Declaration by judgment or court order shall in no way affect other provisions or applications.

13.4 Dispute Resolution. It is the intent of the Association to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Second Amended and Restated Declaration, the Bylaws, the Association rules or the Certificate of Formation through alternative dispute resolution methods such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures. Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation subject to any limitations set forth elsewhere herein and in the Bylaws.

13.5 Non-Merger. Easements established in this Second Amended and Restated Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successors. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Second Amended and Restated Declaration, regardless of whether the instrument of conveyance refers to this Second Amended and Restated Declaration.

13.6 Grants. The parties hereby declare that this Second Amended and Restated Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Properties. The grants and reservations of easements in this Second Amended and Restated Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Second Amended and Restated Declaration.

13.7 Cumulative Effect: Conflict. The provisions of this Second Amended and Restated Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any Neighborhood, and the Association may, but shall not be required to, enforce the additional covenants, conditions and provisions applicable to any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this *Section 13.7* shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Second Amended and Restated Declaration, and the Association shall have the standing and authority to enforce the same.

13.8 Use of the Term "Vintage Oaks at the Vineyard". No Person shall use the terms "Vintage Oaks at The Vineyard" or "Vintage Oaks" or any logo of Vintage Oaks at the Vineyard or any derivative in any printed or promotional material without the Board's prior written consent. However, Owners may use the term "Vintage Oaks at The Vineyard" in printed or promotional matter where such term is used solely to specify that particular property is located within Vintage Oaks at The Vineyard and the Association and any other community association located in Vintage Oaks at The Vineyard shall be entitled to use the term "Vintage Oaks at The "Vineyard" or "Vintage Oaks" in its name.

13.9 Compliance. Every Owner and/or occupant of any Lot shall comply with the Governing Documents. Failure to comply shall be grounds for an action by the Association or by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, in addition to those enforcement powers granted to the Association in *Section 4.3*.

13.10 Additional Covenants. No Person shall record any declaration of covenants, conditions, and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without the Board of Directors' review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the authorized member of the Board of Directors and recorded in the Public Records. No such instrument recorded by any Person may conflict with this Second Amended and Restated Declaration, the Bylaws, or Certificate of Formation.

13.11 Exhibits. Exhibits "A" and "B" attached to this Second Amended and Restated Declaration are incorporated by this reference and amendment of such exhibits shall be governed by the provisions of this Second Amended and Restated Declaration.

13.12 **Notice by Association**. **Whenever written notice to a Member of the Association is permitted or required hereunder, such shall be given by the mailing of such to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated and/or by email provided the Member has registered the address with the Association for purposes of notice. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not. It is the duty and obligation of the Member to notify the Association in writing of any change of address and the Association has no duty to make inquiry beyond the records of the Association.**

[*SIGNATURE PAGE FOLLOWS*]

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 28 day of December, 2022, by Thad Rutherford, President of **SOUTHSTAR AT VINTAGE OAKS, LLC,** a Texas limited liability company, on behalf of said company.

(seal) Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Heidi Krasner
Notary Public, State of Texas

EXHIBIT "A"

Land Initially Submitted to this Second Amended and Restated Declaration

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M&S Engineering, a copy of which was recorded on January 4, 2007, as Document No. 200706000394, Official Public Records of Comal County, Texas, and to which plat reference is hereby made for a more particular description of said land, SAVE AND EXCEPT Lot 2R, Vintage Oaks at the Vineyard Unit 1, according to that certain replat recorded as Document No. 201806031474, Official Public Records of Comal County, Texas.

EXHIBIT "B"

ANNEXED PROPERTY

Subdivision Plats and Supplemental Declarations adding additional Units in Vintage Oaks

VINTAGE OAK PLATS			SUPPLEMENTAL DECLARATIONS	
UNIT #	**SUBDIVISION NAME**	**COMAL COUNTY RECORDING INFO-PLATS**	**SUPPLEMENTAL DECLARATION**	**COMAL COUNTY RECORDING INFO**
One	Vintage Oaks at The Vineyard Unit One	200706000394	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One, ***Amended by:*** First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One Second Amendment to The First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One	200706000772 200706015464 200706027104
Two	Vintage Oaks at The Vineyard Unit Two	200706040713	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit Two	200706040721
3	Vintage Oaks at The Vineyard Unit 3	201206036750	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 3	201206037003
4	Vintage Oaks at The Vineyard Unit 4	201206040252	Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 4	201206041113
5	Vintage Oaks at The Vineyard Unit 5	201306040370	First Amended Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 5, [*amended and replaced prior Fifth Supplemental Declaration recorded as Doc. No. 201306039084]*	201306042081

6	Vintage Oaks at The Vineyard Unit 6	201306051565	Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 6	201306051741
7	Vintage Oaks at The Vineyard Unit 7	201406005729	Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 7	201406006128
8	Vintage Oaks at The Vineyard Unit 8	201406026476	Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 8	201406026570
9	Vintage Oaks at The Vineyard Unit 9	201506011975	Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 9	201506012054
10	Vintage Oaks at The Vineyard Unit 10	201506042037	Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 10	201506042121
11	Vintage Oaks at The Vineyard Unit 11	201506048246	Eleventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 11	201506048349
			Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions Unit 1, Unit 2, Unit 4, Unit 5, Unit 6, Unit 8, Unit 9, Unit 10, Unit 11	201706028671
12	Vintage Oaks at The Vineyard Unit 12	201606022241	Twelveth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 12	201606024016
13	Vintage Oaks at The Vineyard Unit 13	201606041095	Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 13	201606045633
14	Vintage Oaks at The Vineyard Unit 14	201706006744	Fourteenth Supplement to Declaration of Covenants Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 14	201706007697
15	Vintage Oaks at The Vineyard Unit 15	201706006749	Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard The Grove, Unit 15	201706008104
16	Vintage Oaks at The Vineyard Unit 16	201706026888	Sixteenth Supplement to Declaration of Covenants, Conditions and	201706027258

			Restrictions for Vintage Oaks at The Vineyard, Unit 16	
17	Vintage Oaks at The Vineyard Unit 17	201706036819	Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 17	201706037155
18	Vintage Oaks at The Vineyard Unit 18	201806005052	Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 18 ***Amended by:*** First Amendment to the Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 18	201806005728 201806021323
19	Vintage Oaks at The Vineyard Unit 19	201806006077	Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 19 ***Amended by:*** First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 19	201806006130 201806021325
20	Vintage Oaks at The Vineyard Unit 20	201806019282	Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 20	201806020106
21	Vintage Oaks at The Vineyard Unit 21	201806030248	Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 21	201806030528
22	Vintage Oaks at The Vineyard Unit 22	201806032357	Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 22	201806033120
23	Vintage Oaks at The Vineyard Unit 23	201906007202	Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 23	201906007292
24	Vintage Oaks at The Vineyard Unit 24	201906011302	Twenty-Fourth Supplement to Declaration of Covenants, Conditions, and Restrictions for	201906011867

			Vintage Oaks at The Vineyard, Unit 24	
25	Vintage Oaks at The Vineyard Unit 25	201906013327	Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 25	201906013760
26	Vintage Oaks at The Vineyard Unit 26	201906028631	Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 26	201906032537
27	Vintage Oaks at The Vineyard Unit 27 *[converts Lots 23 & 40R, Vintage Oaks at The Vineyard, Unit 18, into Vintage Oaks at The Vineyard Unit 27]*	202006030773	Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 27	202006033902
28	Vintage Oaks at The Vineyard Unit 28	202006037730	Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 28	202006038426
29	Vintage Oaks at The Vineyard Unit 29	202106018739	Twenty-Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 29	202106058260
30	Vintage Oaks at The Vineyard Unit 30	202206006690	Thirtieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 30	202206007284

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/29/2022 08:47:31 AM
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202206053304



AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. WAGNER, who, being by me duly sworn according to law, stated the following under oath:

"My name is DONALD E. WAGNER. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation ("Association"). I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a property owners' association as that term is defined in TEX. PROP. CODE § 202.001. The Association's jurisdiction includes, but may not be limited to, the property subject to: the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"); and the Bylaws of the Association, as amended from time to time ("Bylaws").

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

Restated Bylaws
of
Property Owners Association of Vintage Oaks, Inc.
A Nonprofit Corporation

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Property Owners Association of Vintage Oaks, Inc.
c/o The Neighborhood Company
1118 Vintage Way
New Braunfels, Texas 78132
Phone: (830) 264-2454
Email Address: Info@NeighborhoodCo.Com

SIGNED on this the 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. WAGNER, President of the PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 28 day of December, 2022.

Heidi Krasner
NOTARY PUBLIC, STATE OF TEXAS



After Recording, Return To:
Michael B. Thurman
THURMAN & PHILLIPS, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: (210) 341-2020
Email: mike@thurmanphillips.com

RESTATED BYLAWS

OF

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

A NONPROFIT CORPORATION

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RESTATED BYLAWS

OF

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

A NONPROFIT CORPORATION

Property Owners Association of Vintage Oaks, Inc. (the "Association") is the association referred to in the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, more particularly defined in *Article I* below.

Southstar at Vintage Oaks, LLC, a Texas limited liability company, as assignee pursuant to that Assignment of Declarant's Rights, recorded as Document No. 201206016339 in the Official Public Records of Comal County, Texas, and as Declarant under the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas, has the legal authority to unilaterally amend the By-Laws of Property Owners Association of Vintage Oaks, Inc., pursuant to *Article 8, Section 8.8(a)* of the By-Laws.

The Association hereby amends, restates and agrees that these Restated Bylaws of Property Owners Association of Vintage Oaks, Inc. shall replace and supersede the By-Laws of Property Owners Association of Vintage Oaks, Inc. filed for record as Document No. 200706000771 of the Official Public Records of Comal County, Texas; and amended by that First Amendment to the By-Laws of Property Owners Association of Vintage Oaks, Inc. recorded as Document No. 202106029941 of the Official Public Records of Comal County, Texas; and that Second Amendment to the By-Laws of Property Owners Association of Vintage Oaks, Inc, recorded as Document No. 202106053172 of the Official Public Records of Comal County, Texas.

The terms used in these Restated Bylaws of Property Owners Association of Vintage Oaks, Inc. ("Restated Bylaws") shall have the same meanings given to them in the Bylaws and the Second Amended and Restated Declaration, unless otherwise specifically provided herein. Notwithstanding the preceding, these Restated Bylaws will adopt and refer to the term "Bylaws" as defined in the Business Organizations Code *Section 22.001*. The terms "By-Laws" and "Bylaws" may be used interchangeably in the Governing Documents. In the event of any conflict between the terms and provisions of these Restated Bylaws and the Second Amended and Restated Declaration, the Second Amended and Restated Declaration, as amended or restated, shall control. These Restated Bylaws and the Second Amended and Restated Declaration are subject to the provisions of the Texas Business Organizations Code, the Texas Property Code, and such other applicable city, county, state, and federal laws, rules, regulations and ordinances.

ARTICLE I
DEFINITIONS

1.1 The following definitions shall apply to these Restated Bylaws:

"Act" shall mean and refer to the Texas Residential Property Owners Protection Act, Chapter 209 of the Texas Property Code, as such act may be amended.

"Adjacent Properties" shall mean and refer to any residential, nonresidential, or

recreational areas, including, without limitation: single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the Association; which are not subject to the Second Amended and Restated Declaration; and which are neither Lots nor Common Areas as defined in the Second Amended and Restated Declaration.

"Architectural Review Authority" or "ARA" shall mean and refer to the governing authority for the review and approval of improvements within a subdivision, subject to the limitations of TEX. PROP. CODE § 209.00505.

"Assessment" or "Assessments" shall mean and refer to all assessment(s) imposed by the Association and secured by a lien established by the Declaration, including, but not limited to: General Assessments, Special Assessments, Specific Assessments, Working Capital Assessments, late fees, fines, interest, and Charges as defined herein.

"Association" shall mean and refer to Property Owners Association of Vintage Oaks, Inc. incorporated as a Domestic Nonprofit Corporation upon filing of its Certificate of Formation with the Secretary of State of the State of Texas.

"Board of Directors" shall mean and refer to the board of directors of the Association, the election, and procedures of which shall be as set forth in the Certificate of Formation and/or the Bylaws and Resolutions of the Association.

"Builder(s)" shall mean and refer to any person or entity who purchases one (1) or more Lots for the purpose of constructing improvements for later sale to consumers or purchases one (1) or more parcels of land within Vintage Oaks at The Vineyard for further subdivision, development, and/or resale in the ordinary course of such Person's or entity's business. Any Person occupying or leasing a Lot for residential purposes shall cease to be considered a Builder with respect to such Lot immediately upon occupancy of the Lot for residential purposes, notwithstanding that such Person originally purchased the Lot for the purpose of constructing improvements for later sale to consumers. The determination of the eligibility of any person or entity being classified as a "Builder" shall be in the sole discretion of the ARA.

"Certificate of Formation" shall mean and refer to the Certificate of Formation of Property Owners Association of Vintage Oaks, Inc., filed with the Secretary of State of Texas, dated effective August 15, 2006 (File Number: 0800694935), and recorded as Document No. 202206040190, in the Official Public Records of Comal County, Texas.

"Charges" shall mean and refer to those expenses, late fees, administrative fees, transfer fees, interest, costs of collection, reasonable attorney fees, professional fees, and charges set forth in *Article 8, Sections 8.1 thru 8.5 and 8.8*, all of which is secured by the Lien established in *Section 8.1* and enforced in *Section 8.4* of the Declaration.

"Combined Declarations" shall collectively mean and refer to the Declaration and Supplemental Declarations as set forth below:

(A) the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771; as amended by that First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201106044284; that Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201406032083; that Vintage Oaks at The Vineyard Adopting

of Working Capital Assessment, recorded as Document No. 201406037322; that Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201606000890; that Vintage Oaks at The Vineyard Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201606048482; Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201706014965; that Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201706028668, as corrected by that certain Non-Material Correction Instrument, recorded as Document No. 201806013767; that Vintage Oaks at The Vineyard Second Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201706050125; that Vintage Oaks at The Vineyard Third Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201906041535; that Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 202106026921; that certain Vintage Oaks at The Vineyard Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 202206000436; and as further amended by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206028966; and the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded under Document Number 202206040111, all recorded in the Official Public Records of Comal County, Texas; and all further amendments, restatements, annexations and supplements thereto; and

(B) the Supplemental Declarations of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard as set forth in Exhibit "A" hereto, and all further amendments, restatements, annexations and supplements thereto.

"Common Area" shall mean and refer to all real property and improvements owned or maintained by the Association, together with those areas, if any, for which the Association has or assumes responsibility pursuant to the terms of the Declaration, any Supplemental Declaration or other applicable covenant, contract, or agreement.

"Common Expenses" shall mean and refer to the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board of Directors may find necessary and appropriate pursuant to the Governing Documents.

"Declarant" shall mean and refer to Southstar at Vintage Oaks, LLC, a Texas limited liability company, as assignee pursuant to that Assignment of Declarant's Rights, recorded as Document No. 201206016339 in the Official Public Records of Comal County, Texas, and as Declarant under the Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 200706000771 in the Official Public Records of Comal County, Texas.

"Director" shall mean and refer to a member of the Board of Directors of the Association, whether elected or appointed and either an individual or entity.

"General Assessment" shall mean and refer to Assessments and Maintenance Charges levied on all Lots subject to assessment by the Association to fund Common Expenses for the general benefit of all Lots, as more particularly described in the Declaration.

"Governing Documents" shall mean and refer to all documents adopted and filed of record

in the Official Public Records of Comal County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment, maintenance or operation of Vintage Oaks at The Vineyard and the Association, including, without limitation, the Certificate of Formation, these Restated Bylaws, the Declaration, Supplemental Declarations, Annexation Agreements and any rules, regulations, guidelines, policies and procedures of the Association, as each may be amended, restated or supplemented from time to time.

"Improvement" shall mean and refer to every structure and all appurtenances thereto of every type and kind, whether temporary or permanent, including, but not limited to, buildings, outbuildings, storage sheds, guest quarters, gazebos, patios, driveways, walkways and other paved areas, tennis courts, large barbecue units, green houses, barns, swimming pools and equipment, garages, fences, screening walls, retaining walls, stairs, decks, poles, signs, mailboxes, exterior air conditioning units or equipment, exterior water softener fixtures or equipment, and pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers, playground equipment, generators, flag poles, and solar panels.

"Lien" shall mean and refer to an encumbrance and charge against an Owner's Lot to secure all Assessments, interest, Charges, and other expenses, including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts which is due and payable to the Association by an Owner as established in the Declaration *Section 8.1*, as amended or restated from time to time. The lien shall be a continuing lien and shall run with the land.

"Lot" shall mean and refer to a portion of Vintage Oaks at The Vineyard, whether improved or unimproved, which may be independently owned and conveyed, and which is intended for development, use, and occupancy as an attached or detached single family dwelling or commercial unit. The term shall refer to the land which is part of the Lot as well as any improvements thereon. The term shall include within its meaning, by way of illustration but not limitation, single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Area or Properties dedicated to the public. In the case of a building within a condominium or other structure containing multiple fee-simple dwellings, each dwelling or commercial unit shall be deemed to be a separate Lot.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to be a single Lot until such time as a subdivision plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Lots determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

"Majority of the Board of Directors" shall mean and refer to more than fifty percent (50%) of a quorum of Members of the Board of Directors.

"Member" shall mean and refer to the record Owner, whether one (1) or more persons or entities, as defined herein, of a Lot within Vintage Oaks at The Vineyard as provided for in the Declaration and a member of the Property Owners Association of Vintage Oaks, Inc.

"Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or portion of a Lot within Vintage Oaks at The Vineyard, including contract sellers but excluding those having interest merely as security for the performance of an obligation. If more than one (1) person or entity owns a Lot, all such persons or entities shall be jointly and severally liable for all of the obligations attributable to the Lot or to the Owner of a Lot in the same manner as if such Lot were owned by one (1) person. For purposes of voting, no fractional votes are permitted. If a Lot is sold under a recorded land sales contract and the contract

specifically so provides, the purchaser, not the fee owner, will be considered the Owner. If the contract is not recorded, the Association shall have no duty or obligation to recognize the purchaser as an Owner and the fee owner shall remain fully responsible for the Lot and any obligations related thereto.

"Property" or "Properties" shall mean and refer to the properties known as Vintage Oaks at The Vineyard, as established by the Subdivision Plats, Annexation Agreements, the Declaration, Supplemental Declarations and as each may be amended, restated or supplemented from time to time.

"Second Amended and Restated Declaration" shall mean and refer to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Vintage Oaks at the Vineyard, to be recorded in the Official Public Records of Comal County, Texas.

"Special Assessments" shall mean and refer to the Special Assessments for the purposes which may be imposed pursuant to *Section 8.2* of the Declaration for each of the Lots in Vintage Oaks at The Vineyard and secured by a lien thereon. Capital Improvements must be approved in accordance with the Declaration, as amended or restated. The inclusion of capital improvements in the annual budget is not, for the purposes herein, an approval of the expenditure.

"Specific Assessment" shall refer to the Specific Assessments levied by the Association in accordance with *Section 8.3* of the Declaration.

"Subdivision" or "Subdivision Plats" shall mean and refer to the maps or plats of Vintage Oaks at The Vineyard, recorded in the Map and Plat Records of Comal County, Texas, and set forth in Exhibit "A" hereto, and any additions thereto.

"Supermajority of the Board of Directors" shall mean and refer to a minimum of seventy percent (70%) of the total number of seats of the Board of Directors without regard to quorum or vacancy.

"TEX. PROP. CODE" shall mean and refer to the Texas Property Code, Chapter 209.

"TBOC" shall mean and refer to the Texas Business Organizations Code.

"Working Capital Assessment" shall mean and refer to a one-time working capital assessment to the Association, as permitted by the Declaration, in such amount as may be determined by the Board from time to time in its sole and absolute discretion. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on if the Lot is improved or unapproved. For the purposes herein, an improved Lot has an existing completed dwelling whether occupied or unoccupied. An unimproved Lot does not have an existing completed dwelling.

ARTICLE II
REGISTERED AGENT AND OFFICES

2.1 Name. The name of the corporation is Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation, organized for the purpose of obtaining, constructing, managing, maintaining, and/or governing the Properties and residential development known as the Vintage Oaks at The Vineyard.

2.2 Registered Office and Agent. The Association shall comply with the requirements of the

TBOC to maintain a registered office and registered agent in Texas. The registered office shall be the same office as that of the Registered Agent. The registered office may, but need not, be identical with the Association's principal office in Texas. The Board of Directors may change the registered office and the registered agent as provided in the TBOC.

2.3 Principal Office. The principal office of the Association shall be located at 1118 Vintage Way, New Braunfels, Texas 78132, or such other location within Comal County, Texas as may be designated from time to time by the Board of Directors.

ARTICLE III
GENERAL POWERS AND DUTIES

3.1 General Powers. The Association is organized in accordance with and shall operate for nonprofit purposes pursuant to the TBOC applicable to nonprofit corporations and does not contemplate pecuniary gain or profit to its Members. The Association, acting through a Board of Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Common Area as may be required or permitted by the Governing Documents and Texas state law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the Governing Documents, including but not limited to, *Section 5.20 (B)* herein; or Texas state law.

3.2 Duties. Without limiting the generality of the foregoing, the duties of the Board of Directors shall include, but not limited to, the following:

(A) To assure the upkeep, maintenance, improvement and administration of the Properties owned by the Association, if any, and all lands, improvements, security devices and other real or personal property owned by, leased to, used by or the responsibility of the Association, such as the Common Area;

(B) To assure the upkeep, maintenance, improvement and administration of any additional property which may in the future be acquired by, placed under the control of, or the responsibility for which is assumed by, the Association;

(C) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the Common Area or affairs of the Association in accordance with the Governing Documents;

(D) To promote the health, safety and welfare of the Members in accordance with the Governing Documents;

(E) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising under the Governing Documents, or the laws of the State of Texas;

(F) To enforce applicable provisions of the Governing Documents, and any other instruments for the management and control of the properties within the Subdivision including, without limitation, the power to:

(1) Fix, levy, collect and enforce payment of Assessments, by any lawful means, including but not limited to, a collection policy providing for payment plans, late fees and administrative fees;

(2) Enforce all restrictions, covenants and affirmative obligations imposed pursuant to the terms of the Governing Documents and to adopt such policies as needed, including but not limited to, a fine policy, a towing policy for Common Area, and a suspension of privileges policy to aid in the enforcement of the terms of the Governing Documents and to collect Assessments, Charges and other amounts imposed on an Owner pursuant to the terms of the Governing Documents;

(3) Contract for and to pay for maintenance and improvement of the Common Area or areas for which the Association is responsible as contemplated by the Governing Documents;

(4) Employ personnel or management firms reasonably necessary for the administration and operation of the Association, and to discharge the powers and duties of the Association delegated to the personnel or management firms arising under the Governing Documents, including the employment of accountants, attorneys and/or other professionals, as appropriate; and

(5) Pay all office and other expenses incident to the conduct of the business of the Association, including all insurance expenses, licenses, taxes and special tax or utility Assessments which are or would become a lien on any portion of the Properties over which the Association has authority to exercise control;

(G) To develop, create and adopt rules, regulations, policies and procedures, as determined by the Board of Directors, which are necessary or convenient to the operation, management, maintenance and administration of the Common Area or the affairs of the Association, which shall include, but not be limited to: use of Common Area; construction policies, procedures and regulations; and, environmental policies;

(H) To have and to exercise any and all powers, rights and privileges, including the delegation of powers as permitted by law, which the Association may now or hereafter have or exercise in accordance with the TBOC;

(I) To act by and through the ARA to enforce the terms and conditions of the Governing Documents, including, but not limited to, review of plans and specifications to approve or disapprove the construction or erection of Improvements and/or structures by Owners and, to the extent permitted by the TEX. PROP. CODE, regulate the addition of Improvements within Vintage Oaks at The Vineyard;

(J) To purchase and maintain, at the expense of the Association, insurance, including but not limited to, (i) blanket property insurance covering all insurable Association Improvements; (ii) commercial general liability insurance with a minimum limit of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) in the aggregate with respect to bodily injury, personal injury and property damage; (iii) workers compensation insurance and employers' liability coverage, as applicable; (iv) fidelity insurance covering all Persons responsible for handling Association funds in an amount determined by the Board; and (v) directors and officers coverage, on behalf of any person who is acting as a director, officer, committee member, employee or agent of the Association ("Volunteer") against any liability asserted against or incurred by the Volunteer acting in the capacity of a Volunteer, or arising out of the Volunteer's status as such;

(K) To prepare and adopt, in accordance with related provisions of the Declaration, as amended, and these Bylaws, an annual budget establishing each Owner's share of the Common Expenses and any Neighborhood Expenses;

(L) To open bank accounts on behalf of the Association and designate the signatories required;

(M) To make available to any Members current copies of the Governing Documents and all other books, records and financial statements of the Association as required by TEX. PROP. CODE 209.005, as amended and the Association's Record Production and Copy Policy;

(N) To borrow money as necessary for any legal purpose, including but not limited to the acquisition of Adjacent Properties, as determined by the Board of Directors, subject to the approvals required by *Section 5.20 (B)* herein;

(O) To acquire, purchase and/or receive such unimproved Adjacent Properties as determined by a Supermajority of the Board of Directors, without a vote of the Membership, to be beneficial to the Association as additional Common Area within the Properties; and

(P) To acquire, purchase and/or receive such improved Adjacent Properties as determined by a Supermajority of the Board of Director to be beneficial to the Association as additional Common Area subject to an affirmative vote of seventy percent (70%) of the total outstanding eligible votes of the Membership.

ARTICLE IV
MEMBERS, MEETINGS AND VOTING RIGHTS

4.1 Members. Members shall be subject to the following terms, conditions and obligations:

(A) The membership of the Association shall consist of the Owners of the Lots within the Properties. Every Person who is a record Owner of a fee or undivided fee interest in any Lot which is subject, per the Declaration, to Assessments by the Association, unless otherwise exempted herein, including sellers in a contract for deed or an executory contract yet to close, shall be a Member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be severed from, any ownership of a Lot which is subject to Assessments by the Association. Ownership of such Lot shall be the sole qualification for membership. It shall be the Owner's obligation to (i) notify the Association of acquiring an ownership interest in a Lot and (ii) provide and maintain a current mailing address with the Association. Failure of an Owner to notify the Association of a change in ownership will not relieve the new Owner from accrual of Assessments from the date of transfer. All changes of address provided to the Association must be in writing. Any mortgagee or lienholder who acquired title, through judicial or non-judicial foreclosure, to any Lot which is a part of the Properties shall be a Member of the Association as of the date of foreclosure and shall be subject to the terms and conditions of the Governing Documents. If the foreclosure is for the benefit of a subordinate lienholder (i.e., holder of a lien subordinate to the lien of the Association), the Lot shall remain liable for any and all outstanding Assessments owed to the Association. Association membership shall be transferred automatically to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void. The transfer of membership shall not relieve the Member from any liability owed to the Association as of the date of transfer and the Lot shall remain subject to the lien securing the unpaid Assessments, unless extinguished by foreclosure of a priority lien.

(B) The Association shall have one (1) class of voting membership identified as Class A Members. Class A Members shall be all those Owners as defined in *Section 4.1(A)* above.

(C) All Members are obligated to pay Assessments imposed by *Article 8* of the Declaration and assessed by the Association to meet the Common Expenses as defined in the Declaration or for other Charges assessed by the Association. Any assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board of Directors of the Association, or if not set by the Board, the lesser of (a) eighteen percent (18%) or at the highest rate allowed by law, together with such late fees as may be set by the Board. The Assessments and Charges shall be secured by the lien established by the Declaration.

(D) Each Member will comply with the provisions and terms of the Governing Documents, and any amendments thereto. Further, each Member will always endeavor to observe and promote the cooperative purposes for which the Properties were established. Each Member shall be responsible for compliance with the Governing Documents by their respective family members, lessees, tenants, licensees, invitees and guests.

4.2 Place of Meetings. Meetings of the Members, whether in-person or remote, shall be held at the time and if an in-person meeting, the place in Comal County, Texas as determined by the Board of Directors and stated in the notice of the meeting or in a waiver of notice.

4.3 Annual Meetings.

(A) The annual meeting of the Members of the Association, whether in-person or remote, shall be held annually at such time, date, and, if an in-person meeting, place in Comal County, Texas, as may be determined by the Board of Directors, except such meeting shall not be held on a Sunday or a national holiday and except in the case of a catastrophic event as described below. At the discretion of the Board of Directors, the annual meeting of the Members of the Association, whether in-person or remote, may be held at such other reasonable date and time provided the date is not less than ten (10) nor more than thirteen (13) months from the previously held annual meeting of Members (except in the case of a catastrophic event) and is not a Sunday or a national holiday. Further, the Board of Directors, at its discretion, may conduct any regular or special called meeting of the Members by means of electronic, telephonic conference or similar communications equipment, including videoconferencing technology or the Internet, or any combination of, audio and video equipment, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting (a "Remote Meeting"). In the sole discretion of the Board, the annual meeting may be held by any combination of an in-person, electronic, telephonic conference and/or Internet, subject to the preceding procedural requirements. Participation in such a Remote Meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the Remote Meeting is not lawfully called or convened. A right to attend a Remote Meeting is not the same as a right to participate.

(B) However, notwithstanding any other provision to the contrary, should the annual meeting be delayed as a result of a catastrophic event caused by an act of God (e.g., floods, fires, earthquakes) or other causes, such as: war; an act of terrorism; an epidemic, pandemic, or public health crisis; a mandated quarantine, shelter in place or similar order from any applicable state, county or local governmental authority or agency; or, any other cause or event which poses a material risk to adversely impact the health, safety and welfare of the Members of the Board of Directors or the Association that is beyond the control of the Board of Directors ("Catastrophic Event"), the then seated Directors shall hold office until their successors have been elected and

hold their first meeting, except as is otherwise provided herein. In such event, the Board of Directors shall schedule the annual meeting as soon as practical following the scheduled date of the annual meeting or the date required by the Restated Bylaws of the Association.

4.4 Notice of Meeting. Except as otherwise provided in the Certificate of Formation or these Restated Bylaws, written notice of each meeting of Members, whether in-person or remote, 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, not less than ten (10) nor more than sixty (60) days before the date fixed for such meeting, to each Member, 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. Alternatively, if the Member's email address is registered for the purpose of statutory notice, such notice may be given by emailing the same not less than ten (10) nor more than sixty (60) days before the date fixed for such meeting, to the Member's email address last appearing on the books of the Association. Such a notice shall specify the time, date, and, if an in-person meeting, place of the meeting, whether initial or reconvened, and, in the case of a special called meeting, the purpose(s) of such meeting. For an Association-wide vote or election to be conducted without a meeting or a combination of in-person, electronic, telephonic conference and/or Internet, written notice to each Member shall be given not less than twenty (20) days before the latest date on which a ballot may be submitted to be counted. In the case of a special called meeting or when otherwise required by statute or these Restated Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special called meeting except as stated in the notice.

Whenever written notice to a Member of the Association is permitted or required hereunder, such notice shall be given by mailing such to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be mailed to the Member at the address so designated, or, if the Member has registered the Member's email address for purposes of notice, such notice shall be sent to the Member at the registered email address.

4.5 Special Called Meetings. Special called meetings of the Members for any purpose or purposes whatsoever may be called at any time by the President, by a Supermajority of the Board of Directors, or by not less than twenty-five percent (25%) of the Members entitled to vote. The meeting must be held within thirty (30) days after a resolution signed by the Board of Directors or the Board of Directors' receipt of a petition from the Members and verification of signatures. Any petition presented by Members must contain the Members' mailing address, Vintage Oaks Lot and Block number, contact information for verification of signature, printed name and legible signature. The notice of any special called meeting shall state the time, date and place of such meeting and the purpose thereof. Business transacted at a special called meeting shall be confined to the purposes stated in the notice of the meeting.

4.6 Quorum; Adjournment of Meetings.

(A) The Class A Members representing ten percent (10%) of the total Class A Members of the Association, present in person or represented by proxy, absentee ballot, or electronic ballot, shall constitute a quorum at all meetings or an Association-wide vote of the Members for the transaction of business, except as otherwise provided by law, by the Certificate of Formation, the Declaration or by these Restated Bylaws. If, however, such quorum shall not be present or represented at any in-person meeting of the Members, the President, a Majority of a quorum of Directors or a Majority of the Members entitled to vote at the meeting, present in person or represented by proxy, shall (with notice described as follows) have the power to adjourn the meeting and call another meeting immediately after the adjournment of the initial regular or special called meeting or within sixty (60) days following the initial meeting until a quorum shall be present or represented, subject to the limitations of the TEX. PROP. CODE.

(B) Provided the original notice to Members of an annual or special called meeting contains provisional time(s) and date(s) for a reconvening of the initial meeting in case it is adjourned due to lack of quorum, verbal notice of reconvening conveyed to those present at the initial meeting shall be sufficient notice to satisfy all notice provisions in these Restated Bylaws.

(C) In the absence of a quorum at a meeting of Members, if the meeting is rescheduled as permitted herein, the quorum shall be reduced to five percent (5%). If such reduced quorum is again not present, provided the original notice contained a provisional date and time for reconvening a second time due to a lack of quorum, the annual or special called meeting may be reconvened again as per the procedures contained herein, and the quorum shall be reduced to two and one-half percent (2.5%). Any subsequent meeting of the Members shall return to the original ten percent (10%) quorum requirements as specified in these Restated Bylaws, subject to the reduction of quorum as specified herein.

(D) Ballots cast by absentee or electronic ballot shall not count towards the quorum if the proposed item on the ballot is amended from the language on the absentee or electronic ballot at a meeting of the Members. This exclusion provision does not apply to a ballot for the election of Directors.

4.7 List for Voting. At least ten (10) days before each meeting of Members or the commencement of voting in an Association-wide election without a meeting of Members, a complete list of the Members entitled to vote, arranged in alphabetical order with the address of each and the number of votes held by each, shall be prepared by the officer or agent having charge of the Membership books. Such list, for a period of ten (10) days prior to such meeting or Association-wide vote without a meeting, shall be kept on file at the registered office of the Association and shall be subject to inspection by Members at any time during usual business hours, and shall also be made available at in-person meetings of the Members.

4.8 Method of Voting.

(A) Subject to the foregoing limitations, the Members shall be entitled to one (1) vote for each Lot that is subject to General and Special Assessments in which they hold the interest required for membership. No Owner shall be entitled to vote at any meeting of the Association until such Owner has presented evidence of ownership of a Lot to the Secretary of the Association.

(B) In the event that ownership interests in a Lot are owned by more than one (1) Member of the Association, such Members shall exercise their right to vote in such manner as they may among themselves determine, but in no event shall the number of votes cast for each Lot exceed the number set forth in *Section 4.8(A)* to be cast for each Lot. Such Members shall appoint one (1) of them as the Member who shall be entitled to exercise the vote of that Lot at any meeting of the Association. The Association shall have no duty or obligation to confirm who has been designated to cast the vote for the Lot. The Association may assume that if only one (1) vote is cast for a Lot, the Owner casting the vote is authorized to do so. If more than one (1) vote is cast for a Lot, both votes are disallowed and are void, unless the latter ballot is signed by all owners of the Lot.

(C) All Members of the Association may attend meetings of the Association and, if voting is to occur at a meeting, all voting Members may exercise their vote or votes at such meetings in person, by proxy if a vote is held at an in-person meeting, by absentee ballot and/or by electronic methods as described in TEX. PROP. CODE § 209.00592, if offered by the Association. Every proxy shall: (i) be in writing, signed and dated by the Member or such Member's duly authorized attorney-in-fact; (ii) specify the Lot(s) for which it is given; (iii) contain the Member's contact information (e.g., telephone, email address, or facsimile number) for verification purposes; and (iv) be filed with the Secretary of the Association by the date designated by the Board of Directors. Unless otherwise specifically

provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. At any time after a Member executes a proxy, but prior to the voting deadline established by Subsection (G) herein, the Member may revoke the proxy by submitting a post-dated absentee ballot or delivering a notice of cancellation of the proxy to the Secretary of the Association. Every proxy shall be valid only for the annual or special called meeting and any reconvening thereof, designated in the proxy, unless stated otherwise, and shall automatically cease upon conveyance by the Member of their Lot(s). In the event more than one (1) valid proxy is submitted for a Member, the latest executed proxy, as determined by the date and/or time of signature, shall control. If the latest executed proxy is undeterminable, both proxies shall be invalid. Any vote cast in an election or vote by a Member must be in writing, signed and dated by the Member. In any election, written and signed ballots are not required for uncontested races. Cumulative voting, fractional votes, and split votes will not be permitted. The decision of the Board of Directors as to the number of votes a Member is entitled to cast, based upon the number of Lots owned by the Member, shall be final.

(D) Notwithstanding *Section 4.8(B)* pertaining to a Member's right to vote at an in-person meeting, at the discretion of the Board of Directors, the election of the Board of Directors may occur immediately prior to an annual meeting by an Association-wide vote by electronic and/or mail-in ballots without a meeting. In such event, all the requirements for solicitation of candidates, meeting quorum and preparing a voting list shall apply to the Association-wide election without a meeting. For an election or vote of Members not taken at a meeting, the Association shall give notice of the election or vote to all Members entitled to vote on any matter under consideration. The notice shall be given not later than the twentieth (20^{th}) day before the latest date on which a ballot may be submitted to be counted. The period of voting and the deadline for the receipt of electronic and mail-in ballots shall be published in the Notice of Association-Wide Election. In such event, votes received after the published deadline shall not be counted for quorum or voting purposes.

(E) An electronic vote (i) given by email, facsimile, or posting on an internet website established by the Association for voting, if available, (ii) for which the identity of the Member submitting the ballot can be confirmed, and (iii) for which the Member may receive a receipt of the electronic transmission and receipt of the Member's ballot shall constitute a written and signed ballot.

(F) For in-person meetings or a combination of in-person, electronic, telephonic conference and/or Internet, an absentee or electronic ballot (i) may be counted as a Member present and voting and for the purpose of establishing a quorum only for items appearing on the ballot; (ii) may not be counted, even if properly delivered, if the Member attends the meeting to vote in person, so that any vote cast at a meeting by a Member supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (iii) may not be counted on the final vote of a proposal if the motion amended at the meeting is different from the exact language on the absentee or electronic ballot.

(G) In the event of a Remote Meeting (as defined in *Article IV, Section 4.3(A)* of these Restated Bylaws), all voting Members may exercise their vote or votes at the Remote Meeting by absentee ballot and, if offered by the Association, by electronic methods as described in TEX. PROP. CODE § 209.00592. If a Member elects to appoint an individual to vote on the Member's behalf by proxy, the proxy will be used in conjunction with an absentee ballot by attaching the proxy to the absentee ballot and submitting the absentee ballot to the Election Officer or such other person or entity designated by the Board of Directors. For a Remote Meeting, the Board of Directors may extend the voting period beyond adjournment to listen to candidates' presentations as to their qualifications and the reasons the candidates desire to be a member of the Board of Directors or, if the vote is on a proposal, to allow the Members to be informed. The deadline for the receipt of proxies, absentee ballots and, if offered, electronic ballots shall be published in the Notice of Annual Meeting or Special Called Meeting. In such event, votes received during the extended voting period shall be considered

a vote taken at the Remote Meeting.

4.9 Action by Members Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at an in-person meeting of all Members entitled to vote thereon. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent delivered to the Association at its principal place of business in Texas. Such consents shall be filed in the Association's records with the minutes of the Association and shall have the same force and effect as a vote of the Members at an in-person meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

4.10 Telephone and Similar Electronic Meetings. Members, Directors, and committee members may participate in and hold a meeting by means of telephone conference, video conference or similar communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.11 Order of Business at Meetings. The order of business at annual meetings and so far as practicable at other meetings of Members shall be as follows, unless changed by the Board of Directors:

(A) call to order;
(B) proof of due notice of meeting;
(C) determination of quorum and examination of proxies;
(D) voting for Directors (if applicable);
(E) announcement of availability of voting list;
(F) announcement of distribution of annual statement;
(G) reading and disposing of minutes of last meeting of Members;
(H) reports of officers and committees;
(I) unfinished business;
(J) new business; and
(K) adjournment.

4.12 Failure to Call Annual Meeting. If the Board of Directors fails to call an annual meeting of the Members within the time frame allowed herein, a Member may demand that a meeting of the Members be called to elect Directors not later than the thirtieth (30th) day after the date of the Member's demand. The Member's demand shall be in writing and sent by certified mail, return receipt requested, to the registered agent of the Association and to the Association. A copy of this notice must then be sent by the Association to each Member. In the event the Board of Directors fail to call a meeting of the Members on or before the thirtieth (30th) day after the date of the demand, three (3) or more Members may then form an election committee. The election committee shall file written notice of the election committee's formation with the Comal County Clerk for recordation in the Comal County Official Public Records. The notice shall contain: (i) a statement that an election committee has been formed to call a meeting of the Members for the sole purpose of electing Directors; (ii) the name and residential address of each election committee member; and (iii) the name of the Subdivision over which the Association has jurisdiction under the Declaration, the Certificate of Formation, or these Restated Bylaws. The notice shall be signed and acknowledged by each election committee member. Only one (1) election committee within the Subdivision area may operate at any given time. If more than one (1) election committee files notice with the Comal County Clerk, the first election committee to file notice, provided all of the other requirements

of this *Article IV* are satisfied, shall have the power to act. An election committee has four (4) months after the date the notice is filed with the Comal County Clerk to conduct a successful election. The election committee is automatically dissolved if a successful election is not held within this four (4) month period. The notice, quorum, and voting provisions of these Restated Bylaws apply to any meeting called by the election committee. The election committee may call a meeting of the Members for the sole purpose of electing Directors.

4.13 Suspension of Membership Rights. A Member's right to the use and enjoyment of any Association Common Area may be suspended by action of the Board of Directors if (i) such Member shall have failed to pay when due any Assessment or Charge lawfully imposed upon the Member or any property owned by the Member, or (ii) if the Member, Member's family members, lessees, tenants, licensees, invitees and guests of any thereof shall have violated any Governing Documents of the Association regarding the use of any Properties or conduct with respect thereto, provided such violation is deemed by the Board of Directors to be a serious violation requiring disciplinary action. Any action taken by the Board of Directors to suspend a Member's rights, however, shall be in strict compliance with the TEX. PROP. CODE § 209.006, as amended.

ARTICLE V
BOARD OF DIRECTORS

5.1 Management. The property, business, and affairs of the Association shall be managed by the Board of Directors who may exercise all such powers of the Association as set forth in *Section 3.1* herein and do all such lawful acts and things as are not by statute or by the Certificate of Formation or by these Restated Bylaws directed or required to be exercised or done by the Members. The Directors shall have all of the powers, authority and duties of the Association existing under the TBOC, the Declaration and these Restated Bylaws, which shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Members when such is specifically required by law, the Declaration, or these Restated Bylaws.

5.2 Committees. In addition to the committees provided for in the Declaration and these Restated Bylaws, if applicable, the Board of Directors may by resolution designate one (1) or more committees, each of which shall consist of two (2) or more Members. To the extent provided in said resolution, the committee'(s) authority shall be strictly limited to the purposes, limitations, powers and authority delegated by the Board of Directors; but the designation of such committee(s) and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed on a Director by law.

5.3 Number; Qualification. For the remainder of 2022, the Board of Directors shall consist of seven (7) persons or entities who need not be Members of the Association. Beginning January 1, 2023, each member of the Board of Directors must be a Member of the Association. There shall be no more than one (1) Director that is a non-resident of Vintage Oaks. If there is one (1) non-resident on the Board of Directors and a second Director relocates to outside Vintage Oaks, the relocating Director' term shall end simultaneously with the relocation of the Director's residence. Should a Director cease being a Member during the term of office, the term shall end simultaneously with the termination of the membership. If a Lot is owned by multiple Owners, only one (1) Owner is eligible to serve on the Board of Directors at any given time. There shall be no other requirement that restricts a Member's right to run for a position on the Board of Directors except as may be limited by TEX. PROP. CODE § 209.00591, as amended. If a Lot is owned by a legal entity, such as a partnership, corporation or limited liability company, any officer, partner, director, manager or member of that entity Member is eligible to serve as a Director and is deemed to be a Member for the purposes of this *Section 5.3*. No other individual, other than as stated, shall be eligible to represent the entity. If the relationship between the entity Member and the Director representing it terminates, that Directorship will simultaneously be deemed vacant and the

entity shall appoint its successor representative to serve out the remaining term.

5.4 Change in Number. The number of Directors may be increased or decreased from time to, time by resolution of the Board of Directors, but no decrease shall have the effect of shortening the term of any incumbent Director and the Board of Directors may never consist of less than seven (7) nor more than nine (9) Directors. A change in number may be made by resolution of the Board of Directors and an amendment of the Restated Bylaws shall not be required. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting or at a special called meeting of Members called for that purpose.

5.5 Election and Term of Office.

(A) On or before December 31, 2022, the Declarant will resign from the Board of Directors and a Director will be elected by the Members to fill the vacancy caused by Declarant's resignation. The three (3) remaining previously appointed Declarant directors shall continue to serve out their terms until December 31, 2023 or until each Director's successor has been elected and seated on the Board of Directors, at which time the Declarant appointed directors' appointment will automatically expire. Should any Declarant appointed director's seat become vacant for any reason prior to December 31, 2023, the remaining members of the Board of Directors shall appoint a Member to the Board of Directors to serve out the remaining term of the Declarant appointed director.

All Directors elected by the Members shall hold office for a three (3) year term or until their respective successors have been elected and hold their first meeting, except as is otherwise provided herein. Directors-elect elected at an annual meeting of Members shall be seated and commence serving their term on the first (1st) day of January at 12:01 a.m. of each year. Should it become necessary for any reason to elect a Director at a special called meeting to fill a vacancy that requires a vote of the Members, the Director's term shall commence as of the date determined by the Board of Directors, in its sole discretion, and continue until the vacated seat's term has expired.

(B) On or before the election of members to the Board of Directors to be seated January 1, 2023, the Board of Directors shall, by resolution, increase the number of members on the Board of Directors to nine (9) members and an election shall be held for the Members to elect three (3) Directors to a three (3) year term to fill the vacancy caused by the resignation of the Declarant and the two (2) additional seats created by the increase in the number of members on the Board of Directors.

(C) Directors may be elected to serve any number of consecutive terms. There shall be no term limits.

5.6 Candidate Committee and Solicitation of Candidates.

(A) Not less than sixty (60) days prior to the next scheduled annual meeting of the Association, the Board of Directors shall appoint a Candidate Committee comprised of not less than two (2) and no more than three (3) Board of Directors members not standing for re-election. The Candidate Committee shall be responsible for receiving solicited candidate requests, confirming candidates' eligibility, and presenting the names of all eligible candidates to the Secretary of the Association for inclusion on the ballot. The Candidate Committee shall present the names of all eligible candidates to the Secretary of the Association at least fifteen (15) days prior to the date the Notice of Meeting or, alternatively, the Notice of Association-wide election, ballots, and proxies, if applicable, are to be mailed to Members or emailed to those Members that have registered their email address with the Association for purposes of notice. The names of the candidates shall be included in the notice of annual meeting if an election is to be held at an annual

or special called meeting or, alternatively, in the notice of an Association-wide election if the election is to be held without a meeting. If an in-person annual or special called meeting called for the election of the Board of Directors is held, nominations from Members of the Association may not be made from the floor at the annual or special called meeting.

(B) At least forty-five (45) days before the date the Association disseminates ballots to the Members for purposes of voting in a Board of Directors member election, whether at an in-person meeting or an Association-wide vote without a meeting, the Association must provide notice to the Members soliciting candidates interested in running for a position on the Board of Directors. The notice must contain instructions for an eligible candidate to notify the Association of the candidate's request to be placed on the ballot and the deadline to submit the candidate's request. The deadline may not be earlier than the tenth (10th) day after the date the Association provides the notice required by this subsection (B).

(C) The notice required by subsection (B) must be:

(1) mailed to each Member; or

(2) provided by:

(a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members:

(i) in a place located on the Association's Common Area or, with the property Owner's consent, on other conspicuously located privately owned property within the Subdivision; or

(ii) on any Internet website maintained by the Association or other Internet media; and

(b) sending the notice by email to each Member who has registered an email address with the Association.

5.7 Election Officer and Election Results.

(A) Appointment of Election Officer. The Board of Directors shall, prior to the annual meeting, special called meeting or an Association-wide vote, if an election is to be conducted and prior to accepting nominations, by resolution designate one (1) Member from the Candidate Committee or a management company representative to serve as Election Officer for the election of the Board of Directors. The Election Officer shall administer the election or vote at the annual or special called meeting or the Association-wide election or vote. The Election Officer shall appoint, in writing, such assistants as are in the Election Officer's judgment required to conduct the election. The assistants may be members of the Board of Directors that are not up for re-election and need not be Members of the Association. Such assistants shall not be paid for their services. A person who is a candidate for election or who is otherwise the subject of an Association-wide vote, or a person related to that person within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, may not tabulate or otherwise be given access to the ballots cast in that election or vote except as part of a recount process authorized by law and set forth in TEX. PROP. CODE § 209.00594, as amended. A person other than a candidate or related person, as previously described in this Subsection (A), may tabulate votes in the Association election or vote, but may not disclose to any other person how an individual voted; and a person other than a person who tabulates votes under this Subsection (A), including a candidate or person related to a candidate as previously described in this Subsection (A) may be

given access to the ballots cast in the election or vote only as part of a recount process authorized by law. If ballots are to be returned to the Association by email, fax, mail or otherwise, the Election Officer shall ensure that a person identified in the preceding sentence does not have access to the returned ballots.

(B) Election Results. The results of balloting shall be announced by the Election Officer before the close of the meeting at which the election takes place or at the annual meeting immediately following an Association-wide election or an extended period of voting as permitted in *Section 4.8 (G)* herein. The candidate(s) receiving the highest number of votes shall be declared by the President or Vice President, if there is no President, to have been elected. The Election Officer shall announce only the names of the successful candidate(s) and shall not announce or post the vote totals of the respective candidates provided however, the Election Officer may provide an individual candidate the vote total for the requesting candidate. The Election Officer shall thereafter certify, in writing, the results of the balloting, which shall then be countersigned by his or her assistants.

5.8 Recount of Board of Directors Election Votes. A Member has fifteen (15) calendar days from the date on which a Board of Directors election was held to request a recount of the votes. A recount may not be requested for any agenda items other than a Board of Directors election. A demand for a recount must be submitted in writing by certified mail, return receipt requested, delivered by the United States Postal Service with signature confirmation to the Association's updated mailing address, or in person to the Association's current managing agent. The Association shall retain and enter into a contract with, at the expense of the requesting Member, a person qualified to recount the votes. The person conducting the recount may not be a Member or related to a Director within the third degree of consanguinity or affinity and shall be either a current or former county judge, county elections administrator, justice of the peace, or county voter registrar, or a person mutually agreed upon by the Association and the requesting Member. The recount shall be completed within thirty (30) days of the date in which the recount request and payment for the services is received by the Association. In the event the recount changes the results of the election in question, the Association shall reimburse the Member the cost of the recount. A recount shall not affect actions taken by the Board of Directors between the election in question and the completion of the recount.

5.9 Removal of Directors. Any Director elected by the Members may be removed either with or without cause at any annual or special called meeting of Members by the affirmative vote of a Majority of the total eligible votes of the membership of the Association present, in person or by proxy, at such meeting and entitled to vote for the election of such Director if notice of intention to act upon such matter shall have been given in the notice calling such meeting. Any Director who fails to attend three (3) consecutive Board of Directors meeting or fails to attend fifty percent (50%) of the Board of Directors meetings within any twelve (12) month period is automatically and immediately removed from the Board of Directors without further action of the Board of Directors or the membership. Upon removal of a Director, a successor shall be elected by the remaining Board members to fill the vacancy for the remainder of the term of such Director.

5.10 Vacancies. Vacancies on the Board of Directors caused by death, incapacitation, resignation, loss of membership, or disqualification (i.e., by any reason other than the removal of a Director as stated herein) shall be filled by an affirmative vote of a Majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall serve out the unexpired term (if any) of his predecessor in office.

5.11. Meetings. Meetings of the Board of Directors, regular or special, may be held in-person, electronically or a combination thereof. In-person meetings shall be held in Comal County, Texas.

5.12 Annual Meetings. The first meeting of a newly elected Board of Directors shall be held with notice, as required by the TEX. PROP. CODE, on or before the 15th day of January of each year at a time and location in Comal County agreed to by a Majority of the Board of Directors.

5.13 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, either personally or by mail or by electronic media. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors. The notice of meeting shall be in accordance with the Texas Property Code.

5.14 Notice of Board of Directors Meeting. Members shall be provided notice of the date, hour, place, if in person, matters to potentially be deliberated in executive session, and the general subject of a regular or special Board of Directors meeting. If the meeting is to be held electronically, the notice shall include instructions as to how to join the electronic meeting. Notice shall be provided in one (1) of the following manners:

(A) Mailed to each Member not later than the tenth (10th) calendar day or earlier than the sixtieth (60th) calendar day before the date of the meeting; or

(B) Provided at least one hundred forty-four (144) hours prior to the start of a regular Board of Directors meeting and at least seventy-two (72) hours before the start of a special Board of Directors meeting by:

(1) Posting notice in a conspicuous manner reasonably designed to provide notice to the Association, which includes posting notice on the Association's Common Areas, posting notice on a conspicuously located Member's property with that Member's consent, or posting notice on an Internet website maintained by the Association; and

(2) Emailing notice to each Member who has a registered email address with the Association. It is the duty of a Member to provide the Association with an updated email address.

5.15 Open Meetings. Regular and special meetings of the Board of Directors shall be open to all Members of the Association, subject to the following provisions:

(A) No audio or video recording of the meeting may be made, except by the Board of Directors or with the Board of Directors' prior, written consent.

(B) Members who are not Directors may not participate in Board of Directors deliberations or discussions, unless expressly authorized to do so by the vote of a Majority of a quorum of the Board of Directors. In such case, the President, or presiding officer if the President is not present, may limit the time any individual may speak.

(C) The Board of Directors may, with the approval of a Majority of a quorum, adjourn any meeting and reconvene in executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, confidential communications with the Association's attorney and any order of business of a confidential nature involving a Member and matters to remain confidential at the request of the affected parties and agreement of the Board of Directors. The nature of business to be considered in executive session will first be announced in open session. Following an executive session, any decision made in the closed session shall be summarized orally and placed in the meeting minutes. The oral summary shall be in general terms and shall include a general explanation of expenditures and shall not breach the privacy of individual Members, violate any privilege, or disclose

information that is to remain confidential at the request of the affected parties.

(D) The Board of Directors may prohibit attendance by any Member who disrupts meetings or interferes with the conduct of Board of Directors business.

5.16 Quorum; Majority Vote; Appearance.

(A) At meetings of the Board of Directors, a Majority of the number of Directors fixed by these Restated Bylaws shall constitute a quorum for the transaction of business. The act of a Majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by statute, the Certificate of Formation, the Declaration or these Restated Bylaws. If a quorum is not present at a meeting of the Board of Directors, the Directors present may adjourn the meeting and shall (with notice as described herein) have the power to adjourn the meeting and call another meeting immediately after the adjournment of the initial meeting or within sixty (60) days following the initial meeting until a quorum shall be present or represented, subject to the limitations of the TEX. PROP. CODE. Provided the original notice to Members of the Board of Directors meeting contains a provisional time and date for a reconvening of the initial meeting in case it is adjourned due to lack of quorum, verbal notice of reconvening conveyed to those present at the initial meeting shall be sufficient notice to satisfy all notice provisions in these Restated Bylaws.

(B) A Director may attend meetings of the Board of Directors in-person or electronically, provided Members are permitted the same option for any meeting attended electronically by a Board of Directors member. If no Director attends a meeting electronically, Members may not attend electronically unless approved by the Board of Directors, in its sole discretion. Attendance of a Board of Directors' meeting, whether in-person or electronically, permits the Director to vote and counts toward quorum. A Director may not vote or appear by proxy at a meeting of the Board of Directors.

5.17 Compensation. The Board of Directors shall receive no compensation for serving, except a Director may be reimbursed for any reasonable, documented, actual expenses incurred by the Director on behalf of the Association, subject to approval by the Board of Directors. Nothing herein shall prohibit the Association from compensating a Director for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board of Directors, excluding the interested Director.

5.18 Meeting Procedure. The President or, in the President's absence, the Vice-President or if both are absent, any Director selected by the Directors present shall preside at meetings of the Board of Directors. The Secretary of the Association or, in Secretary's absence, any person appointed by the presiding officer shall act as Secretary of the meetings of the Board of Directors and keep regular minutes of the proceedings. Subject to approval of the minutes by the Board of Directors, the minutes shall be placed in the minute books of the Association and posted on the Association's website within ten (10) days of approval of the minutes.

5.19 Recess of Board of Directors Meeting. If the Board of Directors recesses a regular or special Board of Directors meeting to continue the following regular business day, the Board of Directors is not required to post notice of the continued meeting, provided the recess is taken in good faith. If the meeting is continued to the following regular business day and on that day is continued to another day, the Board of Directors shall provide notice of the continuation within two (2) hours after the continued meeting is adjourned by posting notice in a conspicuous manner reasonably designed to provide notice to the Association, which includes posting notice on the Association's Common Areas, posting notice on a conspicuously located Member's property with that Member's consent, or posting notice on an Internet

website maintained by the Association.

5.20 Action Without Meeting and Notice. The Board of Directors shall be permitted to take action without a formal meeting and without notice as follows:

(A) Subject to the limitations of the TEX. PROP. CODE § 209.0051, any action required or permitted to be taken without a meeting or vote may be taken if a consent in writing, setting forth the action so taken, is signed by all the members of the Board of Directors. Such consent shall have the same force and effect as a unanimous vote at a meeting. The signed consent, or a signed copy, shall be placed in the minutes book. The consent may be in more than one counterpart so long as each Director signs one of the counterparts.

(B) The Board of Directors may meet by any method of communication, including electronic and telephonic meetings, or a combination thereof, without prior notice to the Members. The Board of Directors may take action either pursuant to a verbal or electronic vote during such meeting, provided each Director may hear and be heard by every other Director, or by unanimous written consent. Any action taken by the Board of Directors without notice to the Members must be summarized orally, including, but not limited to, actual or estimated expenditures approved, and documented in the written minutes of the next regular or special Board of Directors meeting. The Board of Directors may not, unless done in an in person or electronic, or a combination thereof, open meeting for which prior notice was given to the Members, consider or vote on any of the following matters:

Matters requiring a Majority Vote of the Board of Directors:

(1) Fines;

(2) Damage Assessments;

(3) initiation of foreclosure actions;

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

(5) increases in General Assessments or Neighborhood Assessments of fifteen percent (15%) or less above that of the previous year;

(6) appeals from a denial of Architectural Review Authority approval;

(7) suspension of a right of a particular Member before the Member has an opportunity to attend a regular or special meeting of the Board of Directors to present the Member's position, including any defense, on the issue;

(8) lending or borrowing of money up to a maximum of $50,000.00;

(9) the adoption or amendment of a dedicatory instrument unless otherwise required by the dedicatory instrument to be approved by a greater percentage and/or to be approved by the Members;

(10) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by fifteen percent

(15%) or less and subject to requirements of the Second Amended and Restated Declaration;

(11) the filling of a vacancy on the Board of Directors;

(12) the construction of capital improvements costing up to a maximum of $250,000.00 other than the repair, replacement or enhancement of existing capital improvements; and

(13) the election of an officer.

Matters requiring a Supermajority of the Board of Directors:

(1) lending or borrowing of money of more than $50,000.00;

(2) levying of Special Assessments;

(3) the sale or purchase of real unimproved property;

(4) the sale or purchase of improved property and additionally must be approved by an affirmative vote of 70% of the total outstanding votes of the Members;

(5) the construction of capital improvements costing more than $250,000.00;

(6) the Board compelling the Association to conduct a special called meeting as per *Section 4.5* herein;

(7) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than fifteen percent (15%) and subject to requirements of the Second Amended and Restated Declaration;

(8) the approval of General Assessment and Neighborhood Assessment increase by more than fifteen percent (15%) above that of the previous year; and

(9) amend these bylaws.

5.21 Presumption of Assent to Action. A Director who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless such Director's dissent shall be entered in the minutes of the meeting or unless such Director shall hand deliver a written dissent to such action with the Secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a Director who voted in favor of such action.

5.22 Limitation of Director Liability. A Director of the Association shall not be personally liable to the Association for monetary damages for any act or omission in the capacity as a Director, except to the extent otherwise expressly provided by a statute of the State of Texas. Any repeal or modification of this *Section 5.22* shall be prospective only and shall not adversely affect any limitation of the personal liability of a Director of the Association existing at the time of the repeal or modification. The limitation on the liability of a Director does not eliminate or modify that person's liability to the Association as a Member of the Association.

ARTICLE VI
NOTICE

6.1 Method. Whenever, by statute, the Certificate of Formation, the Declaration, these Restated Bylaws, or otherwise, notice is required to be given to an Owner, Director, committee member, or security holder and no provision is made as to how the notice shall be given, it shall not be construed to mean personal notice, but rather notice given: (i) in writing, by mail, postage prepaid, addressed to the Director, committee member, or security holder at the address appearing on the books of the Association; (ii) by email to each Owner who has registered an email address with the Association pursuant to the Association's email registration policy; or (iii) by any other method permitted by law. Any notice required or permitted to be given by mail shall be deemed given at the time when the same is deposited in the United States mail.

6.2 Waiver. Whenever, by statute or the Certificate of Formation, the Declaration or these Restated Bylaws, notice is required to be given to an Owner, Director, committee member, or security holder, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be equivalent to the giving of such notice. Attendance at a meeting shall constitute a waiver of notice of such meeting, except where a person attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE VII
OFFICERS AND AGENTS

7.1 Number; Qualification; Election; Term.

(A) The Association shall have a President, a Vice President, a Secretary, a Treasurer, and such other officers (including a chairman of the Board of Directors and additional Vice Presidents) and assistant officers and agents as the Board of Directors may deem necessary.

(B) An officer of the Association must be a member of the Board of Directors.

(C) Officers named in subsection (A) above shall be elected by the Board of Directors on the expiration of an officer's term or whenever a vacancy exists. Officers and agents named above may be elected by the Board of Directors at any meeting.

(D) Unless otherwise specified by the Board of Directors at the time of election or appointment, or in an employment contract approved by the Board of Directors, each officer's and Director's term shall end at the first meeting of Directors after the next annual meeting of Members. The newly elected Director shall serve until the end of the Director's term or, if earlier, the Director's death, resignation, or removal.

(E) Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

(F) The Board of Directors may appoint or hire such assistant secretaries or assistant treasurers as it deems necessary to conduct the business of the Association. If any officer is absent or unable to act, the Board of Directors may appoint a Director to perform the duties of that officer and to act in place of that officer on an interim basis.

7.2 Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so

removed. Election or appointment of an officer or agent shall not of itself create contract rights.

7.3 Vacancies. Any vacancy occurring in any office of the Association (by death, resignation, removal or otherwise) may be filled by the Board of Directors.

7.4 Authority. Officers and agents shall have the authority to perform such duties necessary in the management of the Association; provided such duties are not inconsistent with these Restated Bylaws.

7.5 Compensation. The officers shall not be compensated.

7.6 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the business and affairs of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. The President shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

7.7 Vice President. The Vice Presidents in the order of their seniority, unless otherwise determined by the Board of Directors, shall, in the absence or disability of the President, perform the duties and have the authority to exercise the powers of the President. The Vice Presidents shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time to time delegate.

7.8 Secretary.

(A) The Secretary shall (i) attend all meetings of the Board of Directors and all meetings of the Members; (ii) record all votes, actions, and the minutes of all proceedings in a printed corporate book or digital folder to be kept for that purpose; and (iii) perform like duties for the executive committee and other committees when required. In the event the Secretary fails to attend any meeting, the President or in the President's absence, the Vice-President, shall appoint a temporary secretary to perform the duties and responsibilities of the Secretary.

(B) The Secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors.

(C) The Secretary shall be under the supervision of the President. The Secretary shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time-to-time delegate.

7.9 Treasurer.

(A) The Treasurer shall have the responsibility for the management of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Association, and shall deposit all funds and other valuables in the name and to the credit of the Association in depositories designated by the Board of Directors.

(B) The Treasurer shall disburse the funds of the Association as ordered by the Board of Directors and prepare financial statements as they direct.

(C) If required by the Board of Directors, at the Association's expense, the Treasurer shall give the Association a bond (in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board of Directors) for the faithful performance of the duties of Treasurer's office and for the restoration to the Association, in case of the Treasurer's death,

resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind belonging to the Association in the Treasurer's possession or under the Treasurer's control.

(D) The Treasurer shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe or as the President may from time-to-time delegate.

ARTICLE VIII
INDEMNIFICATION

8.1 Definitions. In this Article VIII, the following terms shall have the designated meaning:

(A) "Indemnitee" means (i) any present or former Director, advisory Director, officer, ARA member or any other committee of the Association; (ii) any person who, while serving in any of the capacities referred to in clause (i) hereof, served at the Association's request as a Director, officer, trustee, employee, agent, manager (including employees of any management company) or similar functionary of another foreign or domestic Association, partnership, joint venture, trust, employee benefit plan or other enterprise; and (iii) any person nominated or designated by, or pursuant to any authority granted by, the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(B) "Official Capacity" means acting as, or with the capacity of, or representing a Director, the office of Director of the Association, or the elective or appointive office of the Association held by such person or the employment or agency relationship undertaken by such person on behalf of the Association, but in each case does not include service for any other foreign or domestic Association or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(C) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, or any inquiry or investigation that could lead to such an action, suit or proceeding.

8.2 Indemnification. The Association shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which Indemnitee was, is or is threatened to be named a defendant or respondent, or in which Indemnitee was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of Indemnitee serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in *Section 8.1(A)* if it is determined in accordance with *Section 8.4* that the Indemnitee: (i) conducted himself or herself in good faith; (ii) reasonably believed, in the case of conduct in Indemnitee's Official Capacity, that such conduct was in the Association's best interests and, in all other cases, that such conduct was at least not opposed to the Association's best interests; and (iii) in the case of any criminal Proceeding, had no reasonable cause to believe that such conduct was unlawful. However, in the event an Indemnitee is found liable to the Association or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification shall be limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for the willful or intentional misconduct in the performance of Indemnitee's duty to the Association. Except as provided in the immediately preceding proviso, no indemnification shall be made under this *Section 8.2* in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by Indemnitee,

whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Association. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this *Section 8.2*. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

8.3 Successful Defense. Without limitation of *Section 8.2* and in addition to the indemnification provided for in *Section 8.2*, the Association shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which Indemnitee is a witness or a named defendant or respondent because Indemnitee served in any of the capacities referred to in *Section 8.1(A)*, if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

8.4 Determinations. Any indemnification under *Section 8.2* (unless ordered by a court of competent jurisdiction) shall be made by the Association only upon a determination that indemnification of the Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct. Such determination shall be made by: (i) the Board of Directors by a Majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding, and if such a quorum cannot be obtained, then by a Majority vote of all Directors in which designated Directors who are named defendants or respondents in the Proceeding may participate; (ii) a committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (iii) special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses (i) or (ii) of this *Section 8.4* or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a Majority vote of all of the Directors in which Directors who are named defendants or respondents in the Proceeding may participate; or (iv) the Members in a vote that excludes the Directors who are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to the reasonableness of expenses must be made in the manner specified in clause (iii) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this *Section 8.4* that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

8.5 Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or who is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Association at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in *Section 8.4*, after receipt by the Association of (i) a written affirmation by such Indemnitee of Indemnitee's good faith belief that Indemnitee has met the standard of conduct necessary for indemnification by the Association under this *Article VIII* and (ii) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Association if it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Association as authorized in this *Article VIII*. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this *Article VIII*, the Association may pay or reimburse expenses incurred by an Indemnitee in connection with Indemnitee's appearance as a witness or other participation in a Proceeding at a time when Indemnitee is not named a defendant or respondent in the Proceeding.

8.6 Other Indemnification and Insurance. The indemnification provided by this *Article VIII* shall (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Governing Documents, any law, agreement or vote of Members or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Association on behalf of any Indemnitee, both as to action in Indemnitee's official capacity and as to action in any other capacity; (ii) continue as to a person who has ceased to be in the capacity by reason of which such person was an Indemnitee with respect to matters arising during the period such person was in such capacity; and (iii) inure to the benefit of the heirs, executors, and administrators of such a person.

8.7 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this *Article VIII* shall be reported in writing to the Members with or before the notice or waiver of notice of the next meeting of the Members or with or before the next submission to the Members of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

8.8 Construction. The indemnification provided by this *Article VIII* shall be subject to all valid and applicable laws, including, without limitation, Chapter 8, Subchapter C of the TBOC, and, in the event this *Article VIII* or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this *Article VIII* shall be regarded as modified accordingly, and, as so modified, continue in full force and effect.

8.9 Continuing Offer, Reliance, Etc. The provisions of this *Article VIII* (i) are for the benefit of, and may be enforced by, each Indemnitee of the Association the same as if set forth in their entirety in a written instrument duly executed and delivered by the Association and such Indemnitee, and (ii) constitute a continuing offer to all present and future Indemnitees. The Association, by its adoption of these Restated Bylaws, (i) acknowledges and agrees that each Indemnitee of the Association has relied upon and will continue to rely upon the provisions of this *Article VIII* in becoming and serving in any of the capacities referred to in *Section 8.1(A)* hereof, (ii) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees, and (iii) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in the right to enforce the provisions of this *Article VIII* in accordance with its terms by any act or failure to act on the part of the Association.

8.10 Effect of Amendment. No amendment, modification or repeal of this *Article VIII* or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Association, nor the obligation of the Association to indemnify any such Indemnitees under, and in accordance with, the provisions of this *Article VIII* as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE IX
GENERAL PROVISIONS

9.1 Reserves. By resolution, the Board of Directors may create such reserve or reserves out of the earned surplus of the Association as the Directors from time to time, in their discretion, think proper to provide for contingencies, repair or maintenance of any Properties of the Association, or for any other purpose they think beneficial to the Association. The Directors may modify or abolish any such reserve in the manner in which it was created.

9.2 Books and Records. The Association shall keep (i) correct and complete books and

records of accounts of Owners; (ii) detailed financial records that comply with generally accepted accounting principles applicable to property owners' associations and are sufficiently detailed to enable the Association to prepare a resale certificate as required by TEX. PROP. CODE § 207.003; (iii) minutes of the proceedings of its Members and Board of Directors, and (iv) shall keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its Members, giving the names and addresses of all Members and the number of votes held by each. The Association shall, as a common expense, annually obtain an independent audit of the books and records. Copies of the audit must be made available to the Owners pursuant to the Association's Records Production Policy recorded as Document No. 201106044204 in the Official Public Records of Comal County, Texas. An audit required by this *Section 9.2* shall be performed by a certified public accountant.

9.3 Checks and Notes. Checks, demands for money, and notes of the Association shall be signed by officer(s) or other person(s) designated from time to time by the Board of Directors.

9.4 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

9.5 Resignation. A Director, committee member, officer or agent may resign by giving written notice to the President or Secretary. The resignation shall take effect at the time specified in it, or immediately if no time is specified. Unless the written notice of resignation specifies otherwise, a resignation takes effect without being accepted.

9.6 Amendment of Restated Bylaws. These Restated Bylaws may be altered, amended or repealed either (i) at a meeting of the Board of Directors at which a quorum is present, by the affirmative vote of a Supermajority of the total number of seats on the Board of Directors, including any vacant seats, provided notice of the proposed alteration, amendment, or repeal is contained in the notice of the meeting, or (ii) at a meeting of the Members at which a quorum is present or represented, by the affirmative vote of a Majority of the total eligible votes of the membership of the Association present or represented at the meeting and entitled to vote there at, provided notice of the proposed alteration, amendment or repeal is contained in the notice of the meeting. For purposes of this *Section 9.6*, quorum shall be at least fifty-one percent (51%) of the total of all Class A Members.

9.7 Inspection. Books and records of the Association will be made available for inspection and copying pursuant to the Association's Records Production Policy and applicable Texas law.

9.8 Resale Certificates. Any officer may prepare or cause to be prepared Assessment resale certificates pursuant to applicable law. The Association may charge a reasonable fee for preparing such certificates and may refuse to furnish such certificates until the fee is paid, unless otherwise provided by law. Any unpaid fees may be assessed against the Lot for which the certificate is furnished. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

9.9 Management Certificate. As required by applicable law, such as TEX. PROP. CODE § 209.004, the Association will maintain a current management certificate in the Official Public Records of Comal County, Texas. When the Association has notice of a change in any information in the recorded certificate, the Association will prepare a restated or amended certificate and deliver it to the county clerk for filing. Absent gross negligence, the Association is not liable for a delay or failure to record a certificate. The Association may delegate the responsibility for a resale certificate to its managing agent, if any.

9.10 Managing Agent. The Board of Directors may hire and empower a Managing Agent for the Association who shall perform or cause to be performed all acts and responsibilities of the Board of Directors which may by law and by these Restated Bylaws be delegated. The choice of managing agent shall be at the sole discretion of the Board of Directors.

CERTIFICATE OF DECLARANT

The undersigned certifies that the foregoing Restated Bylaws were duly approved, amended and adopted by the Declarant pursuant to *Section 8.8 (a)* of the Bylaws, on the 28 day of December 2022. The undersigned further certifies that the foregoing Restated Bylaws constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at The Vineyard, a subdivision located in Comal County, Texas, as hereinabove described, including all annexations thereto.

Signed this 28 day of December 2022.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company

By: _____
Name: THAD RUTHERFORD
Title: President

STATE OF TEXAS §
§
COUNTY OF COMAL §

BEFORE ME, the undersigned notary public, on this 28 day of December, 2022, personally appeared THAD RUTHERFORD, President of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.

Heidi Krasner
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

EXHIBIT "A"

SUBDIVISON PLATS AND SUPPLEMENTAL DECLARATIONS

VINTAGE OAK PLATS			SUPPLEMENTAL DECLARATIONS	
UNIT #	**SUBDIVISION NAME**	**COMAL COUNTY RECORDING INFO-PLATS**	**SUPPLEMENTAL DECLARATION**	**COMAL COUNTY RECORDING INFO**
One	Vintage Oaks at The Vineyard Unit One	200706000394	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One, ***Amended by:*** First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One Second Amendment to The First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One	200706000772 200706015464 200706027104
Two	Vintage Oaks at The Vineyard Unit Two	200706040713	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit Two	200706040721
3	Vintage Oaks at The Vineyard Unit 3	201206036750	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 3	201206037003
4	Vintage Oaks at The Vineyard Unit 4	201206040252	Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 4	201206041113
5	Vintage Oaks at The Vineyard Unit 5	201306040370	First Amended Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 5, [*amended and replaced prior Fifth Supplemental Declaration recorded as Doc. No. 201306039084]*	201306042081
6	Vintage Oaks at The Vineyard Unit 6	201306051565	Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 6	201306051741

7	Vintage Oaks at The Vineyard Unit 7	201406005729	Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 7	201406006128
8	Vintage Oaks at The Vineyard Unit 8	201406026476	Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 8	201406026570
9	Vintage Oaks at The Vineyard Unit 9	201506011975	Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 9	201506012054
10	Vintage Oaks at The Vineyard Unit 10	201506042037	Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 10	201506042121
11	Vintage Oaks at The Vineyard Unit 11	201506048246	Eleventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 11	201506048349
			Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions Unit 1, Unit 2, Unit 4, Unit 5, Unit 6, Unit 8, Unit 9, Unit 10, Unit 11	201706028671
12	Vintage Oaks at The Vineyard Unit 12	201606022241	Twelveth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 12	201606024016
13	Vintage Oaks at The Vineyard Unit 13	201606041095	Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 13	201606045633
14	Vintage Oaks at The Vineyard Unit 14	201706006744	Fourteenth Supplement to Declaration of Covenants Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 14	201706007697
15	Vintage Oaks at The Vineyard Unit 15	201706006749	Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard The Grove, Unit 15	201706008104
16	Vintage Oaks at The Vineyard Unit 16	201706026888	Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 16	201706027258
17	Vintage Oaks at The Vineyard Unit 17	201706036819	Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for	201706037155

			Vintage Oaks at The Vineyard, Unit 17	
18	Vintage Oaks at The Vineyard Unit 18	201806005052	Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 18 ***Amended by:*** First Amendment to the Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 18	201806005728 201806021323
19	Vintage Oaks at The Vineyard Unit 19	201806006077	Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 19 ***Amended by:*** First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 19	201806006130 201806021325
20	Vintage Oaks at The Vineyard Unit 20	201806019282	Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 20	201806020106
21	Vintage Oaks at The Vineyard Unit 21	201806030248	Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 21	201806030528
22	Vintage Oaks at The Vineyard Unit 22	201806032357	Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 22	201806033120
23	Vintage Oaks at The Vineyard Unit 23	201906007202	Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 23	201906007292
24	Vintage Oaks at The Vineyard Unit 24	201906011302	Twenty-Fourth Supplement to Declaration of Covenants, Conditions, and Restrictions for Vintage Oaks at The Vineyard, Unit 24	201906011867
25	Vintage Oaks at The Vineyard Unit 25	201906013327	Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for	201906013760

			Vintage Oaks at The Vineyard, Unit 25	
26	Vintage Oaks at The Vineyard Unit 26	201906028631	Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 26	201906032537
27	Vintage Oaks at The Vineyard Unit 27 *[converts Lots 23 & 40R, Vintage Oaks at The Vineyard, Unit 18, into Vintage Oaks at The Vineyard Unit 27]*	202006030773	Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 27	202006033902
28	Vintage Oaks at The Vineyard Unit 28	202006037730	Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 28	202006038426
29	Vintage Oaks at The Vineyard Unit 29	202106018739	Twenty-Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 29	202106058260
30	Vintage Oaks at The Vineyard Unit 30	202206006690	Thirtieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 30	202206007284

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/29/2022 11:12:39 AM
TERRI 39 Pages(s)
202206053376

Bobbie Koepp

202206053386 12/29/2022 11:34:20 AM 1/54

AFTER RECORDING RETURN TO:

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SHAVANO PARK, TEXAS 78249
EMAIL: mike@thurmanphillips.com

VINTAGE OAKS AT THE VINEYARD

THIRD AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

[*Comal County, Texas*]

THIS DOCUMENT AMENDS, RESTATES, AND REPLACES IN ITS ENTIRETY THAT CERTAIN VINTAGE OAKS SECOND AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES, RECORDED UNDER DOCUMENT NO. 202206029763 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

Cross Reference to that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard recorded under Document No. 202206053304, Official Public Records of Comal County, Texas, as amended and supplemented (the "Second Amended and Restated Declaration").

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Vintage Oaks at the Vineyard Third Amended and Restated Architectural and Site Design Guidelines was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2023 and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Vintage Oaks at the Vineyard Third Amended and Restated Architectural and Site Design Guidelines constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2023

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

BEFORE ME, a notary public, on this day personally appeared DONALD E. WAGNER, known to me to be the President of the Board of Directors of the RPROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., and the person whose name is subscribed to the foregoing document and being first duly sworn, declared and acknowledged that the statements herein contained are true and correct.

GIVEN under my hand and seal of office this 28 day of December, 2023

Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

_____
Notary Public, State of Texas

VINTAGE OAKS AT THE VINEYARD

THIRD AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

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VINTAGE OAKS AT THE VINEYARD

THIRD AMENDED AND RESTATED ARCHITECTURAL AND SITE DESIGN GUIDELINES

Notice to Owners: Certain Units within Vintage Oaks at the Vineyard constitute a distinct neighborhood known as "The Grove", as defined in the Second Amended and Restated Declaration. A separate set of design guidelines has been established for The Grove. Owners are encouraged to verify whether such Owner's lot is subject to The Grove Design Guidelines.

1.0 Introduction

1.01 Objective of the Guidelines

This document has been prepared for promoting the development of a residential community known as Vintage Oaks at the Vineyard (the "**Development**"). The standards of design expressed in this document are intended to describe our "vision" of the Development through procedures that are clearly outlined and informative. The intent of these Guidelines is to expedite the process of building an exceptionally high-quality residence. Throughout the course of the Development, the Architectural Review Authority (the "**ARA**") may review and revise these Third Amended and Restated Architectural and Site Design Guidelines (the "**Vintage Oaks Design Guidelines**"), as necessary to reflect changing conditions.

1.02 Relationship to Legal Documents

The Guidelines are supplementary to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions – Vintage Oaks at the Vineyard, which is recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas, as amended and supplemented from time to time (the "**Second Amended and Restated Declaration**"). The Vintage Oaks Design Guidelines are intended to complement the Second Amended and Restated Declaration and should a conflict arise, the Second Amended and Restated Declaration shall prevail. Any capitalized terms not defined herein shall have the meaning ascribed to such terms in the Second Amended and Restated Declaration.

1.03 Community Master Plan

The Development is a planned community that includes approximately 3,316 acres located at 1110 Vintage Way, New Braunfels, Texas 78132 in Comal County. It includes multiple parks, a fitness center, five swimming pools, a volleyball court, sports complex and walking trails. Throughout the Development it is the intent of the developer to

protect the natural features of the Texas Hill Country. Consequently, the Vintage Oaks Design Guidelines will reflect that concern in its approach toward the design, review and construction of residences and landscapes within Vintage Oaks at the Vineyard.

2.0 Organization & Responsibilities of the Architectural Review Authority (ARA)

2.01 Mission and Function

The Second Amended and Restated Declaration states that no exterior structures or improvements shall be erected in the Development without being approved by the ARA. The Guidelines are used by the ARA for the evaluation of plans and specifications submitted to the ARA for review and approval (or disapproval). The final decision of the ARA may be based on purely aesthetic considerations. It is important to note that these opinions are subjective and may vary as members of the ARA change over time. Membership

The ARA is comprised of one (1) or more members appointed by the Board. , The Board of Directors of the Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation (the "**Association**"), shall appoint the members of the ARA in accordance with Article 9.2 of the Second Amended and Restated Declaration.

2.02 Scope of Responsibility

The ARA has the following responsibilities:

1. Evaluating each of the plans submitted by an Owner for adherence to the Guidelines.
2. Approving or rejecting all new construction.
3. Monitoring the design and construction process in order to ensure conformance with the Second Amended and Restated Declaration and the Guidelines.
4. Interpreting the Second Amended and Restated Declaration and the Guidelines.
5. Approving all modifications to existing structures, including but not limited to walls, fences, driveways, sidewalks, material replacements, renovations, additions and landscaping.

2.03 Architectural Review Application and Meeting

An application shall be submitted to the ARA by the Owner and the Builder before any new construction may begin on a Lot (the "**Architectural Review Application**"). *See* the Architectural Review Application attached hereto. Approval of the main residential dwelling for a Lot is to be initiated prior to a request for any other structure, improvement or new construction. For example, landscape and pool/water feature design approvals are not permitted until the approval of the main residential dwelling is given by the ARA.

In addition, both a pre and post construction meeting between the Owner, the Builder, and the Manager is required for all new construction. This process will begin as soon as the Owner or Builder submits the Architectural Review Application for review and approval. An orientation session will be scheduled and facilitated by the Manager prior to the start of construction for any new residential dwelling. The Owner and the Builder are both required to sign the Architectural Review Application acknowledging review, receipt and acceptance of the Guidelines. By signing the Architectural Review Application, both the Owner and Builder understand that there is NO CONSTRUCTION allowed on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, or Christmas Day, subject to the following exception: variances may be granted for early slab pours ("early" to be defined as before 7:00 am) upon request. Violations will incur a fine for each occurrence.

2.04 Enforcement Powers

In accordance with Article 9 of the Second Amended and Restated Declaration, all exterior structures, exterior residential dwelling improvements, and exterior residential dwelling modifications require a review by the ARA. A processing fee will be incurred for every plan submitted to the ARA, unless the submittal does not require an architect review, as determined by the ARA. All exterior structures and improvements requiring professional approval will have an approval fee. Examples of exterior structures and improvements requiring architect review will include, but are not limited to, sheds, re-painting, fencing, gates, play structures outside of the back yard, greenhouses, and permanent basketball goals outside of the back yard. Any structure or improvement that is placed on any Lot without ARA approval is considered to be in violation of the Second Amended and Restated Declaration and the Vintage Oaks Design Guidelines. The ARA has the power to require that the non-conforming structure be brought into compliance at the Owner's expense.

2.05 Limitation of Liability

Approval by the ARA does not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans. Owners should work with their architect and or contractor to determine whether the design and materials are appropriate for the intended use. In addition, approval by the ARA does not assure approval by any governmental agencies that require permits for construction. Owners are responsible for obtaining or ensuring that their architect or contractor obtains all required permits before the commencement of construction. The Association, the Board, the ARA, nor any committee or member of any of the foregoing, shall not be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot.

3.0 The Design Review Process

3.01 Review of Plans

The ARA will review submissions for design review at scheduled ARA meetings. There is one (1) submission in the design review process during which the architectural and site requirements are reviewed by the ARA. The ARA shall have thirty (30) days from the date all plans, specifications, deposits, and fees are submitted and received by the ARA to approve or disapprove the submittal. If the ARA fails to approve or disapprove such plans and documents in writing within the thirty (30) day period or the vote of the members of the ARA results in a tie, such plans, specifications, and documents shall be **deemed disapproved**.Submission requirements are outlined in *Section 9.3* of the Second Amended and Restated Declaration and *Section 5.01* of these Vintage Oaks Design Guidelines.

3.02 Conditions of Approval / Rejection of Plans

Approval by the ARA shall in no way relieve the Owner or Builder of responsibility and liability for the adherence to any applicable ordinances and codes. Architectural Review Applications submitted for review or any portion thereof may be disapproved upon any grounds, which are consistent with the purpose and objectives of the ARA, including purely aesthetic considerations.

3.03 Architectural and Contractor Requirements

Unless otherwise approved in advance by the ARA, all plans for the construction of residential dwellings or other buildings or other improvements must be designed and drawn by an architect who is registered and licensed in the State of Texas or a professional, experienced home designer.

For Grove Construction Requirements, refer to The Grove Design Guidelines:

- 9.03 Construction Hours
- 9.04 Construction Regulations
- 9.05 Fire Protection
- 9.06 Material and Equipment Storage
- 9.07 Insurance

3.04 Final Review

During final review, the Owner or the Builder shall submit a final set of construction drawings for the construction project. These drawings shall address all the conditions imposed by the ARA, the Second Amended and Restated Declaration and the Vintage Oaks Design Guidelines. The ARA reserves the right to make design changes on any plan during this review.

3.05 Additional Meetings with the ARA

If an Architectural Review Application is denied or conditions are unacceptable, the Owner or the Builder may request an additional meeting to discuss the submission with the ARA or an ARA representative.

3.06 Variances and Waivers

Variances. The ARA may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations or other reasons require, but only in accordance with duly adopted rules, regulations, and policies. A variance is defined as a formal request initiated by the Owner and at Owner's expense to formalize a noncompliance from the Covenants or Guidelines and must be approved by the ARA. Refer to the Second Amended and Restated Declaration Section 9.9 for more information regarding variances.

Waiver of Enforcement. A waiver is defined as an informal request for a deviation to design guidelines. A waiver will be documented in writing by the ARA for the Owners' record. Waivers are issued by the ARA through a formal, documented process that produces the rationale used in issuing the waiver and will also be recorded in the ARA software platform. Waivers may only be granted, however, when unique circumstances dictate, and no waiver shall be effective unless in writing or prevents the ARA from denying a waiver in other circumstances. If the ARA elects to grant a waiver, the waiver will recite the basis for the approval and issuance of the waiver, specifically detailing the existing circumstances warranting the waiver. The grant of a waiver to allow a deviation from the Second Amended and Restated Declaration of the Vintage Oaks Design Guidelines shall not be considered a precedent for other similar circumstances. Each consideration of a waiver shall be on a case-by-case basis. For purposes of this Section 9.9, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a waiver.

A waiver from compliance with the Vintage Oaks Design Guidelines, the Second Amended and Restated Declaration, or an approved ARA Application may be requested by an Owner or Builder and shall be requested in writing to the ARA. An Owner or Builder shall seek a waiver before any modification, alteration, or deviation from an approved design or construction is executed. Any such modification, alteration or deviation must be approved in writing by the ARA in advance of any work done pursuant to the waiver requested.

The ARA may, but does not have a duty to, consider granting a waiver for such modifications, alterations, or deviations after the fact. However, if the ARA denies such a waiver the ARA reserves the right to require any Owner to restore their Lot to its previous

and/or approved condition in the event unapproved Improvements or modifications are constructed thereon. The Owner or Builder receiving the ARA denial shall have a right of appeal pursuant to TEX. PROP. CODE § 209.00505, as amended. The ARA may, from time to time, grant a waiver in accordance with Section 9.9 of this Second Amended and Restated Declaration. The ARA will grant or deny the waiver request in writing. No waivers are allowed unless the Owner or the Builder has received a written notice of approval from the ARA. Any waiver granted is unique and does not set any precedent for future decisions of the ARA.

A waiver granted due to hardship shall be temporary and responsive to the unique circumstances of each case. The ARA shall also authorize a submission of construction plans that include wheelchair ramp access to the front door of any home as may be required for a disabled individual in accordance with ADA or other State law requirements.

3.07 Builder "Clean Site" Deposit

A Builder "Clean Site" deposit and any other fees may be established per Section 9.4 of the DCCR and published by the ARA (the "**Builder Deposit**"). The Builder Deposit shall be included with the Architectural Review Application. An Architectural Review Application received without the Builder Deposit shall be considered incomplete, and may be returned to the Builder. The Board of Directors reserves the right to change the amount of the Builder Deposit at any time without notice. The purpose of the Builder Deposit is to assure compliance to workplace clean site standards, including the cleanup of construction debris on adjacent Lots. The Builder can be fined for violation of the "Clean Site" standards at the discretion of the Association's representative. Said fines, if any, will be deducted from the Builder Deposit, and the balance of the Builder Deposit will be refunded to the Builder upon completion of the approved construction and/or modification.

If amounts, fines or charges are deducted from the Builder Deposit, Builder will deposit such sums necessary to replenish the Builder Deposit to its initial amount within ten (10) days after such amounts, fines or charges are deducted.

3.08 Review Fees

Review fees may be established and published by the BOD pursuant to *Section* 9.2 of the Second Amended and Restated Declaration. The purpose of the review fees is to cover all expenses related to the processing and review of the Architectural Review Applications. The Board reserves the right to change or waive the review fees from time to time without prior notice. Review Fees and Compliance Deposits – A portion of the Compliance Deposit will be refunded to Owners upon completion of their improvements. The ARA will conduct a final review to ensure the details of the approval letter was accurately followed. Upon completion of this review process, the ARA will generate a refund.

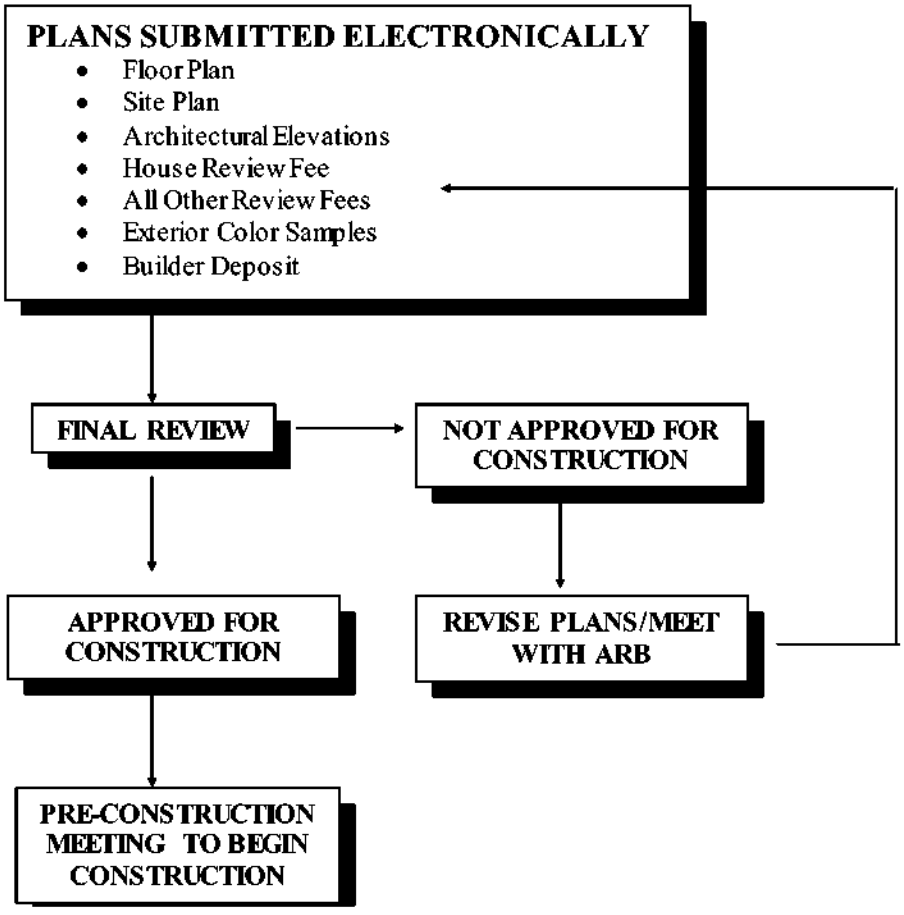
3.09 Renovation / Additions to Existing Structures

All renovations, additions, or improvements to existing structures shall be approved by the ARA. The Owner shall submit an Architectural Review Application showing the nature of the construction and/or modification to be performed with the review fee, if any.

3.10 Final Approval

The final approval letter is issued after the ARA approves the submitted Architectural Review Application. No approval is final until the Final Approval Letter is issued. The ARA may take several factors and elements into account when approving an Architectural Review Application, including, but not limited to, the location of the building site, topography, the character and aesthetics of neighboring structures or surrounding areas, and such other elements and considerations that the ARA, in its sole discretion, considers pertinent to the application. As such, each approval is unique and shall not be construed to be precedent for any future approvals.

THE ARCHITECTURAL REVIEW PROCESS



4.0 The Construction Process

4.01 Beginning Construction

No construction of any type is permitted without the following on site at all times:

- Construction Dumpster (30 cubic yard minimum);
- 8'x8' Plastic Lined Dump Box;
- Chemical Toilet;
- Construction entrance with culvert (if culvert is required to provide adequate drainage);
- Fire suppression equipment; and
- Once construction begins, the site must be kept clean and free of trash and debris.

4.02 Construction Time Limit

The exterior of all residential dwellings and other improvements must be completed within one (1) year after the construction of same has commenced, except where such completion is impossible or would result in great hardship to the Owner or the Builder due to strikes, fires, national emergency, or natural calamities, as deemed by the ARA. If an extension is needed, the Owner or the Builder may submit an extension request, including projected completion date, in writing to the ARA. Failure to complete the project within one (1) year of the deadline will be considered a violation of the Second Amended and Restated Declaration and the Guidelines, which may subject an Owner to fines.

If construction has not commenced within one (1) year after the date of the final approval, it shall be deemed to have expired unless the Owner or the Builder, prior to such expiration date, has requested and received an extension in writing from the ARA.

4.03 Builder Signs

Builder signs are required and shall be either for speculative homes (Available) or sold homes (Purchased) and may be placed on the Lot two (2) weeks prior to the commencement of construction on said Lot. The sign shall remain properly installed throughout construction. Upon completion of the construction of the main residential dwelling, the Builder sign must be removed within fourteen (14) days. Builder signs shall not be allowed on vacant Lots or at any time other than during the construction of the main residential dwelling Signage indicating the prospective sale of Unimproved Lots is also permitted as long as the signs meet the same standards as those set for home sales noted in this Section's dimensions, company logo, phone number, and URL (Page 9). Advertising is limited to Builders or Owners only and must also include their company name/logo, phone number and URL (Page 10).

"Take One" boxes for distributing fliers are prohibited.

Builder model or speculative home monument signs are strictly prohibited.

All Builder signs must comply with the Guidelines. Refer to the New Construction Application for details and contact information regarding Builder signs. The Board, may change sign manufacturer without notice and without amendment to these Vintage Oaks Design Guidelines, at its discretion.

Advertising is limited to Builders only and can include their company logo/name and phone number and/or URL. All signs are an industry-standard 3' X 2' H frame sign with a heavy-duty coroplast single-sided insert. See the sample Builder signs attached hereto.

All Builder signs shall be placed parallel to the road on the front property line at the center of the Lot. Subcontractor signs are not allowed on the Properties. Any additional signage or displays found on the Properties may be removed at any time without warning and disposed of by the ARA.

No other signage of any kind including, but not limited to "For Sale" signs, "Sold" signs, "For Lease" and/or "For Rent" signs, or any other third-party utility or subcontractor signs shall be permitted on any Lot, except as provided in Article 9.4 of the Second Amended and Restated Declaration, or as stated below.

One professionally made "Available" sign and an "Open House" sign in the required design to be used on weekends only may be installed in the ground for the sale or resale of a new or existing residential dwelling. Such sign shall be 3' x 2' in size, shall be the same sign type as those used for Builder signs and shall be placed parallel to the road at the front building line in the center of the Lot. The Association, its agents, and representatives may remove and dispose of such "Available" signs at any time at its discretion. See the Construction Application for sample signage. No signs shall be erected either temporary or long-term in a community common area.

4.04 Chemical Toilet

A temporary chemical toilet shall be provided and maintained for the use of construction workers on each construction site and not shared between construction sites. The chemical toilet may be placed anywhere on the Lot, but not in the road right of way or drainage ditch, as long as the entry into the chemical toilet does not open toward the street.

4.05 Construction Entrance

A construction entrance must be installed prior to the start of any construction on the Lot. The entrance must be built to eliminate the tracking of mud onto paved roads and must include a culvert if culvert is required to provide adequate drainage. Damage to roads,

including road edges, from any construction activity will be the responsibility of the builder to restore to its original condition.

4.06 30 Cubic Yard Dumpster

A dumpster (minimum of a 30 cubic yard) must be present on the construction site at all times and must be removed and replaced when full. The dumpster may not overflow with debris at any time. Temporary or hand constructed (lumber) dumpsters shall only be allowed until the permanent dumpster is delivered to the construction site (maximum of 5 days). The construction site must be cleared of trash and debris daily. The dumpster must comply with any applicable gross vehicle weight limits as determined by the county or other regulatory agency.

4.07 Erosion Control

The Texas Commission on Environmental Quality (TCEQ) requires the Association to obtain a permit while constructing roads, installing utilities and performing construction activities. This permit authorizes the discharge of "storm water associated with construction activity". The TCEQ permit requires specific pollution prevention and control measures and reporting activities. Among the conditions and requirements of this permit, Association must prepare and implement a Storm Water Pollution Prevention Plan (SWP3) that is tailored to the construction activity. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches.

As defined in the TCEQ regulations, "storm water associated with construction activity" includes storm water runoff from a construction activity where soil disturbing activities (including clearing, grading, excavating) result in the disturbance of one (1) or more acres of total land area, or are part of a larger common plan of development or sale that will result in disturbance of one (1) or more acres of total land area.

Association's general permit covers every Lot in the Development. However, when title to a Lot is conveyed to the Owner or the Builder, that Lot is no longer under Association's general permit. Therefore, the Owner or Builder, prior to starting any construction activity that includes any type of earth disturbing activity, must apply for a TCEQ permit to discharge storm water and develop a SWP3 that is tailored to that construction site. Typically, the SWP3 includes control measures such as rock berms and silt fences that trap sediments and keep them from leaving the construction site. Additionally, the control measures must be inspected every fourteen (14) days and after every rainfall event greater than 0.5 inches. After construction is complete, the permit must stay in effect until the site is stabilized or until seventy percent (70%) of the native background vegetative cover has been established. At that point, the permit should be terminated. If the Owner hires a building contractor, that contractor should apply for the TCEQ permit, prepare the SWP3, supervise the implementation of the SWP3, perform the inspections and terminate the

permit when the site is stabilized. However, if the Owner performs the general contracting duties itself, the Owner is the "operator" and shall be responsible for these requirements. An environmental consulting firm may assist with the preparation of a storm water permit application.

For additional information concerning TCEQ permitting requirements, the Owner or the Builder can access the TCEQ web site at www.tceq.texas.gov.

4.08 Dump Box

An 8'x8'x4' dump box lined with plastic shall also be constructed on each Lot for the deposit of materials such as concrete, drywall related products, etc. The cleaning of equipment related to these materials should be confined to the dump box.

4.09 Site Maintenance

Only usable construction materials may be stored on a construction site. Discarded construction materials, refuse and debris must be removed daily from the site or contained within the required 30 cubic yard dumpster. Storage or placement of materials within any right of way or easement is not permitted at any time. Failure to remove trash or debris on a regular basis will be considered a violation of the Guidelines.

No fires are allowed on construction sites once construction commences. No petroleum-based products or other potentially hazardous or toxic substances may be disposed of on any Lot or any drainage ditch, stream, or lake.

4.10 Right to Enter and Inspect Lots for Compliance

The right of entry and inspection of a Lot is specifically reserved for the ARA, its agents, and representatives during the construction period. The Manager will make periodic inspections during the entire construction period in order to verify compliance with the Guidelines. The Owner or the Builder will be notified in writing of any items and exceptions noted in the inspection report and all such items and exceptions must be completed or resolved within the timeframe stated in the inspection report.

4.11 Conduct of Builders, Contractors, Sub-Contractors and Workers

Builders, contractors, sub-contractors and workers are prohibited from the following in Vintage Oaks at the Vineyard: (i) the possession, consumption or use of alcohol or drugs; (ii) possession of animals; (iii) possession or use of firearms; (iv) loud music; (v) traveling within the Development unnecessarily; and (vi) use of Common Area, including but not limited to the Vintage Oaks at the Vineyard amenities. Violations may result in the Builder, contractor, sub-contractor or worker being denied access to Vintage Oaks at the Vineyard.

4.12 Revisions and Changes During Construction

All revisions and changes made during construction shall be submitted in writing by the Owner or the Builder to the ARA for approval prior to the implementation of such change. All revised drawings must be submitted along with the revision request. The ARA will grant or deny the request in writing. Failure to obtain written approval for any revision during construction will result in fines being deducted from the Builder Deposit.

4.13 Alterations / Remodeling / Improvements / Repainting of Approved Structures

Any change to the exterior of an existing structure requires the advance written approval of the ARA. All exterior changes or renovations shall be submitted by the Owner or the Builder to the ARA for approval in accordance with Article 9 of the Second Amended and Restated Declaration. All construction shall be subject to the construction regulations set forth in *Section 4.0* of these Vintage Oaks Design Guidelines.

4.14 Exterior Meter(s) and/or Panel(s)

If a structure is located within one hundred feet (100′) of a transformer, any meter and/or panel MUST be affixed to that structure. Structures greater than one hundred feet (100′) from the transformer may have an attached meter and/or panel, or the meter and/or panel may be located on a pedestal (i.e. Type 3R by Milbank) enclosure. Contact the electrical provider for their specifications or requirements. **NO "RACKS", "FRAMES" OR SIMILAR STRUCTURES ARE PERMITTED.**

5.0 Specific Submission Requirements

5.01 Plan Submission Requirements for Design Review

The following submission requirements must be met prior to obtaining final approval for construction. A Design Review Checklist is attached to these Guidelines.

(1) **Existing conditions** - minimum scale 1″=20′. Must include the following information:
- (a) Owner's name;
- (b) Designer's name;
- (c) North Arrow and scale;
- (d) Property lines with dimensions and bearings;
- (e) Setback lines;
- (f) Easement lines;
- (g) Adjacent street names; and

(h) Outline of exterior walls, decks and driveways on adjacent lots.

(2) **Site Plan** – minimum scale 1″=20′. All plans must be submitted electronically and must include the following information: (May be added to the existing conditions map.)

(a) Proposed location of home;
(b) Dimensions from corner of foundation to adjacent property line;
(c) Proposed driveway;
(d) Proposed fences;
(e) Proposed retaining walls;
(f) Proposed pool or spa location;
(g) Proposed location of masonry screening wall(s);
(h) Proposed accessory structures (out building, trellis, etc.);
(i) Finish Floor Elevation (FFE) of first floor and garage;
(j) Proposed two-foot contour lines; and
(k) Location of underground or above ground LP tank.

(3) **Architectural Plans** - minimum scale of 1/4″=1′-0″

(a) FLOOR PLANS
  (i) Interior rooms dimensioned and named;
  (ii) All window and door openings shown;
  (iii) Roof overhang with a dashed line;
  (iv) Total square footage of structure; and
  (v) Heated square footage of structure. (Refer to the applicable Supplemental Declaration of Covenants, Conditions, and Restrictions)

(b) BUILDING ELEVATIONS
  (i) Front, rear, and two side elevations;
  (ii) All elevations labeled so they correspond with site plan;
  (iii) Exterior finish shown, including paint color & samples; and
  (iv) All decks and terraces shown.

(4) **Landscape Plans** - minimum scale of 1″= 20′

(a) Owner's name;
(b) Designer's name, address, telephone, and fax number;
(c) North arrow and scale;
(d) Property lines with dimensions and bearings;

(e) Location of all structures (including decks, trellises, fences, gazebos, etc.), pavement, and utilities;
(f) Location of all lawn areas and shrub bed lines; and
(g) Location of all proposed plant material.
(h) Plant list with quantities, botanical names, common names, sizes, and specifications.
(i) Location and specifications of all exterior lighting fixtures.
(j) Total area of lawn, mulch, rock, or other coverage materials in square feet.
(k) Total area of lawn as a percentage of site.

6.0 ARCHITECTURAL GUIDELINES

6.01 General Standards

All residential dwellings, buildings, and other improvements must be constructed in conformity with the Guidelines. All footprints and garages must be sited within applicable setbacks. The ARA may disapprove plans for any reason, including purely aesthetic considerations.

6.02 Modular Construction

No modular home or manufactured home is permitted. "Modular home and manufactured home" includes any prefabricated or prebuilt dwelling which consists of one or more transportable sections or components and shall also be deemed to include manufactured building, manufactured home, modular building, modular home, modular construction, and prefabricated construction as defined by the Texas State Building Code. SIP (structural insulated panel) construction or other modular components may be allowed upon review and approval of the ARA. Prefabricated accessory structures, such as sheds and gazebos, may only be installed with the advanced written approval of the ARA.

6.03 Dwelling Size / Minimum Standards

Refer to the applicable Supplemental Declaration of Covenants, Conditions, and Restrictions.

6.04 Setback & Building Height Requirements

See Appendix A.

6.05 Exterior Color Guidelines

All exterior colors of any structures must be natural or earth tones and must compliment the surrounding landscape. The ARA may approve other color schemes, elevations, and masonry in its sole discretion, as well as ensure builders do not use identical masonry, inclusive of the same stone or stucco color choices on adjacent dwellings. Exteriors must be 100% masonry, with a minimum of two (2) materials not to exceed 80% of one material on the front street-facing façade of the dwelling.

Siding is prohibited. Furthermore, design elements creating a "siding look" are to be avoided. Stucco or masonry made to look like siding, Hardiplank, or such other siding-type material in a horizontal configuration as a design element of the main residential dwelling is prohibited. The Architectural Review Board may approve stucco configurations that resemble other construction materials, however, it does so in its sole and absolute discretion; any approval by the Architectural Review Board of such a design element is not a precedent for future approval of similar design elements.

6.06 Address Markers and Mailboxes

Address markers should be readily visible from the street. Per Comal County regulations, all residents must have a house number visibly placed on the front of the dwelling or in the yard lit to expedite the location of any address by emergency responders. The painting of the address on any portion of the roadway or dwelling is prohibited. Centralized mailbox units will be provided in the community for mail pick-up and delivery. No single-dwelling mailboxes are allowed.

6.07 Generators

As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the Architectural Review Authority under the Second Amended and Restated Declaration (the "ARA").

7.0 SITE REQUIREMENTS: ACCESSORY AND DECORATIVE STRUCTURES

7.01 Accessory Structures

The number of buildings on each Lot is limited by the applicable Supplemental Declaration of Covenants, Conditions, and Restrictions. Accessory structures, such as detached garages or workshops, shall be no larger than the percentage of the main residential dwelling as defined in the applicable Supplemental Declaration of Covenants, Conditions, and Restrictions. Each home site is limited to outbuildings as defined in the applicable Supplemental Declaration of Covenants, Conditions, and Restrictions. The location and appearance of outbuildings shall be submitted and approved by the ARA prior to construction. Outbuildings must be architecturally compatible with the main

residential dwelling with exterior materials and roofs matching the main residential dwelling. All outbuildings shall be within the building setback lines. Refer to the applicable Unit Supplemental Declaration of Covenants Conditions & Restrictions for more details. All accessory structures shall be situated so that garage doors (if any) do not face the street on which the main residential dwelling fronts, however, street-facing front outward sliding swing-out style doors (Carriage Doors) are allowed. Roll-up doors are not permitted on these structures. A pool house or cabana is considered an accessory building and shall not be larger than twenty percent (20%) of the main residential dwelling, and is not permitted in front of the main dwelling, or within the front or rear setbacks.

7.02 Arbors, Trellises and Pergolas

Arbors, trellises, and pergolas are permitted and require ARA approval for placement and materials. The location, elevation, materials (metal, treated wood, or composite material), and finish of an arbor or trellis must be submitted to the ARA for approval *before* the commencement of construction. All items must be located in the side yard or the backyard (defined as rear corners of the main dwelling extending laterally to the property line), within appropriate setbacks and easements, and placed no closer than 10 feet to an adjacent neighbor fence or property line.

- Arbors are shade structures or plant-support structures which are to be designed so that they are harmonious and visually integrated, are architecturally compatible with the dwelling, and are attractive in all seasons. Arbors are permitted in the side yard behind the front, lateral corners of the dwelling, or the backyard. The dimensions of an arbor must not exceed 4′ W X 8′ H X 6′ D (in feet). A maximum of two (2) arbors is permitted.

- Trellises are shade structures or plant-support structures that are to be designed so that they are harmonious and visually integrated, are architecturally compatible with the dwelling, and are attractive in all seasons. Trellises are permitted in the side yard behind the front, lateral corners of the dwelling, or the backyard. The dimensions of a trellis must not exceed 6′ H X 8′ L (in feet). A maximum of two (2) trellises is permitted. Board-on-board trellises are not permitted.

- In accordance with *Section 3.9*, all renovations to an existing structure must be disclosed to the ARA before installation or construction. If more than one arbor or trellis is installed, the style of each must be architecturally compatible with both the dwelling and with one another. The location of such structures must be approved by the ARA.

Pergolas

- Pergolas are not permitted on the street front-facing side of the dwelling. Pergolas must be architecturally compatible with the dwelling. The location, elevation,

materials, and finish of any pergola must be submitted to the ARA for approval before the commencement of construction. Pergola requests must comply with the outbuilding requirements of the appropriate Unit Supplemental Declaration.

7.03 Fences and Walls

General

Walls, fences, and gates, if any, must be approved *before* the commencement of construction by the ARA and shall be on or within the Lot property line. Fences are distinguished from "walls" in that each corner end of a fence is attached to either (i) another corner end of the fence, or (ii) a dwelling, for the purposes of enclosing an area. Any partitioning structure whose ends are not attached to either a dwelling or other enclosing structure shall be considered a wall. Only Unit 3 and Unit 7 permit animal husbandry. All fencing, animal sheds, storage sheds, or outbuildings must be approved by the ARA prior to construction.

- Fences

There are three (3) permitted fence types: Wrought Iron, Steel Pipe, and King Ranch fences. Any existing fencing that is not of an approved type, but was approved at the time such fencing was installed, may only be replaced with compliant fencing upon total replacement. No fence shall be more than five feet (5') high, excluding fences surrounding sports courts whose proposed height shall be submitted to and subject to the approval of, the ARA or appropriate reviewing body on a case-by-case basis.

In general, fencing is allowed from the front corner/sides of the main residential dwelling and may extend laterally from the main residential dwelling and then back. All portions of the fence that face the front of the Lot (and typically the street on corner lots) shall be wrought iron or steel metal piping. Entry gates, pedestrian gates, side gates, and drive gates shall be constructed from approved steel or wrought iron and painted black or brown. No galvanized steel ranch-type gates are permitted. Gate design, materials, and location shall be approved by the ARA *before* installation. All materials must be new when installed.

(a) Typically, only two gates will be allowed on any Lot, however, additional gates may be allowed upon ARA review. Additional gates may also be allowed for unusually large Lots or Lots of extreme topographical conditions. Entry gates, side gates, and drive gates shall be constructed from approved steel or wrought iron and painted black or brown. Gate design shall be approved by the ARA.

(b) Galvanized chain-link or similar fencing material may not be constructed, used in the construction of, or maintained on any lot except in connection with tennis or sports courts or with prior approval from the ARA.

(c) Tennis or sports court fencing must be constructed of green-coated chain link fence material. The ARA, or other appropriate reviewing body, in its sole discretion, reserves the right to disapprove/approve any fence.

(d) Except as allowed in the Association's Pool Enclosures and Security Measures Policy, no unapproved fencing is allowed in front of a dwelling; other fencing may begin on the front corner of a home and then extend laterally to the side property line.

(e) **Steel Pipe Fencing:**

(i) Fencing may also be a minimum of 2-3/8" to 4" Steel Pipe fence (not to exceed four (4") inches, painted black or brown. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire, cattle panel, or as approved by the ARA shall be installed between the in-line posts. The spacing of the wire shall not exceed 6" x 6" square. Steel Pipe fences are subject to the following requirements:

(ii) All portions of the fence that face the front of the lot (and typically, the street) may be constructed of the same steel pipe material consistent with the other three sides.

(iii) In-line posts must be spaced at no more than 10 feet (10').

(iv) A single top rail consisting of the same size pipe shall be placed on top of the in-line posts.

(v) A single bottom rail, if used, consisting of the same size pipe shall be placed on the bottom of the fence at 6" above the finished grade.

(vi) The wire must be left in natural color.

(f) **Wrought Iron Fences:**

(i) All portions of the fence that face the front of the lot (and typically, the street) may be wrought iron.

(ii) All corner Lots shall have a wrought-iron fence that faces the front of the lot. For the non-front street side, the fence may be either Wrought Iron or 2-3/8″ steel pipe.

(iii) Fences consisting of 100% masonry are not permitted, however, Wrought Iron fences may incorporate masonry components pursuant to these Vintage Oaks Design Guidelines.

(iv) The masonry component of the fence, except columns, may not exceed twenty-four (24) inches in height. Columns may not exceed a maximum height of five feet (5′).

(v) Maximum column width is three feet by three feet (3′ x 3′).

(vi) Inline columns must be spaced at no less than twelve (12′) feet and not to exceed sixteen (16′) feet.

(vii) Combined Wrought Iron/Masonry fencing is the only fence type that may extend in the front of the dwelling, and Wrought iron on top of the twenty-four inch (24′) masonry is the only material allowed in combination. Such fencing may not be located on any easement unless approved by the easement owner (i.e. Utilities) but may extend to the property line.

(viii) All masonry elements must be mortared.

(g) **King Ranch Fences:**

A King Ranch type fence is allowed, which consists of pealed cedar corners and in-line posts and cedar stays between the in-line posts. "Tightlock" or "Solidlock" mesh tensile steel class III galvanized wire shall be installed between the in-line posts. For King Ranch type fencing:

(i) All portions of the fence that face the front of the lot (and typically, the street) shall be wrought iron.

(ii) Line posts shall be peeled cedar with a minimum diameter of 4″, set a minimum of 36″ deep, at a maximum spacing of 18′.

(iii) All corner posts shall be peeled cedar with a minimum diameter of 8″ and shall be set in concrete at a minimum depth of 36″ deep.

(iv) Cedar stays shall be a minimum of 1″ in diameter at a maximum spacing of 6′.

(v) No steel T-posts allowed as part of a fencing structure.

(vi) All materials must be new when installed.

- Walls

Walls must be stone or masonry and must follow all fencing guidelines including the limitation on location and size. The wall must be no taller than four feet (4') from ground level to the tallest portion of the wall or column, except for masonry walls used to screen trash or recycle containers, which may be up to five feet (5') from ground level to the tallest portion of the wall or column. Walls have a maximum length of twenty (20') unless otherwise approved by the ARA. Walls may not be located on the easement unless approved by the easement owner (i.e., Utilities) but may extend to the property line. Walls must be mortared or Gabion (metal-contained). Walls that are utilized to meet screening requirements must be approved by the ARA. Dwellings placed on corner lots or in cul-de-sacs may have more strict screening requirements to meet fully screened conditions for trash and recycle containers, pool equipment, generators, or above-ground propane tanks.

(h) Masonry walls may be allowed by the ARA upon review only and must meet specific aesthetic requirements at the sole discretion of the ARA. Masonry screening walls within the building envelope (within all building setbacks) may be allowed by the ARA upon review only and must meet specific aesthetic requirements at the sole discretion of the ARA. Masonry screening walls constructed to form a courtyard may be allowed by the ARA.

(i) Trash and recycling receptacles shall be stored out of sight as evaluated from the lot-line-to-lot-line street-facing façade of the house, in Owner garages, or with a good faith effort behind approved masonry screening. Approved screening is made of masonry or stone that matches the exterior of the dwelling on the Lot. A wall that matches the external masonry of the dwelling may be constructed to screen these containers. Use of live screening is prohibited Additionally, screening trash or recycle containers by placing them behind equipment (i.e. air conditioning units, or driveway dropoffs, or behind vehicles) is prohibited.

- Privacy Screen Fences or Privacy Walls

(j) Board-on-board or privacy fences are not allowed. Trellises may be used for privacy if they meet the screening requirements. Refer to Section 7.02 for more additional information.

(k) The ARA encourages the use of shrubs strategically planted in clusters rather than the use of built structures to create privacy where desired.

(l) No construction of a privacy fence or wall may be commenced without the prior written approval of the ARA.

(m) A Privacy Screen must be constructed of materials such as metal or masonry. The design and materials chosen should complement the primary dwelling on the Lot by matching masonry colors or trim paint colors.

(n) The most aesthetically pleasing side of the Privacy Screen must face the neighboring Lot. Thus, structural elements such as posts, rails, channels, and lesser details shall face the Owner's Lot.

7.04 Swimming Pools / Hot Tubs

Pools Generally. Above-ground vinyl, swimming pools are prohibited. Bubble covers for in-ground swimming pools are prohibited. Fitted (excluding bubble type) pool covers are permitted. Pools may not be installed in the front or side yard of any main residential dwelling. All plans for swimming pools must be submitted by the Owner or the Builder to the ARA for approval. Swimming pools and adjacent pool equipment shall be subject to screening requirements imposed by the ARA at the time it approves the Architectural Review Application for a pool. Such screening material shall be of masonry, stone or such other material approved by the ARA, and shall complement the main dwelling. Pool equipment must be screened as evaluated from lot-line-to-lot-line of the street-facing façade of the house, and may require the masonry wall to be "L" shaped if noise abatement necessitates screening from the adjacent neighbor property as determined by the ARA. Dwellings built on corner lots of cross streets or in cul-de-sacs may require additional screening as determined by the ARA. The use of plants or shrubs alone as screening material to block the view of pool equipment is not permitted.

Spas and Hot Tubs. Outdoor swim spas or hot tubs are permitted. The Owner shall submit the plans to the ARA. The location of a hot tub/swim spa must be shown on the site plan. Hot tubs/swim spas shall not be installed in the front or side yard of any main residential dwelling. Approved hot tubs may be subject to additional screening requirements imposed by the ARA.

Swimming Pool Enclosures. The term "swimming pool enclosure" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet in height, and is designed not to be climbable. An Owner must submit any request to install a swimming pool enclosure in accordance with these Vintage Oaks Design Guidelines for approval. The ARA will apply its architectural requirements to the request; however, the ARA may not

deny an Owner's request to install a swimming pool enclosure if the swimming pool enclosure conforms to Applicable Law or local safety requirements and the swimming pool enclosure is black in color and consists of transparent mesh set in metal frames. Totally enclosed Florida Screen Room pool enclosures are not permitted.

7.05 Clothesline

There shall be no outdoor clothesline on any Lot.

7.06 Sports Courts

Private sports courts are permitted on Lots that are one (1) acre or larger. Courts such as tennis courts may be permitted on Lots of three (3) acres or larger. Sports courts must meet all setback requirements placed on the rear yard of the Lot and must be approved in advance by the ARA. Direct or indirect lighting of a sports court that is less than three (3) acres is not permitted. Lighting of sports courts on Lots three (3) acres or larger must be approved by the ARA. Light fixtures approved by the ARA must be Dark Skies compliant.

All play or sports equipment must be located in the backyard, within an appropriate rear setback, and placed no closer than 10 feet of an adjacent property line or 10 feet side setback.

7.07 Basketball Goals and Other Sports Equipment

The location and finish of a permanent basketball goal or other sports equipment including, but not limited to, batting cages and sports courts, and in the back or side yard shall be submitted to the ARA for approval *before* construction. Any permanent basketball goal or other sports equipment constructed without ARA approval shall be considered a violation of the Second Amended and Restated Declaration and the Vintage Oaks Design Guidelines and is subject to fines and removal at the Owner's expense. Due to the density of the area in the Grove, permanent sports equipment or sports courts are not permitted.

Portable basketball goals are permitted on driveways. Portable basketball goals may not be stabilized by placing sandbags, concrete blocks, or other weighted objects on the base of the goal. Owners shall follow manufacturers' guidelines in the goal's operating instructions which recommend sand or water as fillers in the base.

Portable basketball equipment and other sports equipment may be located in the backyard or side yard within appropriate setbacks and easements and must be placed no closer than 10 feet to the side setback of an adjacent property line and may not be placed within the 50-foot front setback of the dwelling or on the street, or roadway.

Other portable, nonpermanent sports equipment, such as, but not limited to, temporary batting cages, obstacle courses(including pet agility courses), soccer nets, football practice equipment, and the like also require ARA approval for placement on a lot. The ARA may

impose additional restrictions on placement and time of day use based on potential noise conditions that may affect neighboring properties. Direct or indirect lighting of basketball, other sports play equipment, and the like must be approved by the ARA.

Due to the density of the area in the Grove, non-permanent sports equipment or sports courts are not permitted.

All sports equipment, whether basketball goals, backboards, soccer nets, and other supporting structures must be well maintained by replacing torn or broken nets, backboards, or supporting structures. Chain nets are prohibited. All sports equipment, whether permanent or temporary, must be well maintained by replacing broken parts, torn tape, or netting.

7.08 Camping

No camping structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, or another outbuilding shall be used on any undeveloped lot at any time as a residence. No overnight camping is allowed in any common area or green spaces including the parks and trails.

7.09 Satellite Dishes

Satellite dishes designed to receive radio, television, or microwave signals, which are intended for cable television, network television reception, communications, or entertainment purposes shall not be mounted on residence rooftops, with the exception of the back-yard roof areas where it cannot be visible from the street. In addition, satellite dishes may not be installed (pole-mounted) in the front yard or side yard areas of any home.

In the event lot topography interferes or eliminates signal quality, an alternative location request may be submitted to the ARA before installation. Where placement restrictions require an alternative location, the ARA may require additional screening requirements up to and including shrubbery or a screening wall constructed of materials (stone or stucco) that match the main residence.

7.10 Tree Houses, Playhouses, Playscapes, and Trampolines

No Treehouse ("Treehouse" meaning a structure elevated above the ground) or Playhouse ("Playhouse" meaning a structure situated on the ground) shall be placed upon a Lot without prior written approval by the ARA. No Treehouse or playground equipment of any type is allowed on front yards. Written approval from the ARA will determine: (i) the location, which shall be within the building setbacks, in the rear yard, and preferably behind the main residence; (ii) screening requirements; (iii) color; and (iv) maximum

height (not to exceed the max height of the roof of the main residence, excluding any chimney) of any such structure.

The standard building material for treehouse structures shall be weatherproof wood (pressure-treated pine, redwood, cedar, etc.). Plastic, vinyl, metal, or such other synthetic or non-wood materials shall be limited to minor accessories and accents (slides, swing seats, etc.) to the wooden structure. All wood must be stained and sealed to maintain its appearance and blend in with the surrounding area. Treehouses must be architecturally compatible with the primary dwelling and surrounding area, and neutral in color.

Any play structure ("Playscapes") should have minimum visibility from any street. If necessary, obscuring trees or bushes may be approved by the ARA to aid in meeting this requirement. The trees or bushes should be of sufficient size to provide a reduction in the visibility of the structure. Accessories (tarps, slides, etc.) that are visible shall be a solid dark color in order to blend in with the surrounding area.

Bright or multi-colored accessories are not allowed to be visible from outside the lot. All wood, components, and accessories must be maintained in a neat, clean, and attractive manner. All play equipment, including trampolines, must be located in the backyard (defined as rear corners of the main dwelling extending laterally to the property line), within appropriate setbacks and easements, and placed no closer than ten (10') feet side setback, or fifty (50') feet rear setback of any adjacent property line.

8.0 SITE REQUIREMENTS: DRIVEWAYS

8.01 Driveways

Driveways must be surfaced with concrete, concrete exposed aggregate, brick pavers, or a combination thereof. Driveways must be surfaced within 30 days of completion of the main residential dwelling. Owners should consult with Comal County for sizing and placement of driveway culverts on all public roads. The correct size culvert(s) shall be placed during the installation of the construction entrance. In driveway design and construction, Owners are encouraged to consider future overflow parking needs and to allow for the safe maneuvering of vehicles in and out of the garage and driveway. Overflow parking areas must also be made of approved materials listed herein. The use of decomposed granite or other such non-permanent materials to create additional parking areas is not permitted.

Driveways whose construction, materials, or design were approved by the ARA at the time of their construction, but whose construction, materials, or design are no longer allowed due to a current or future change to these Vintage Oaks Design Guidelines shall not be considered in violation of these Vintage Oaks Design Guidelines for the useful life of the approved driveway. If any such driveway needs to be entirely replaced, said replacement is subject to the prior approval of the ARA, and shall comply with all

applicable Vintage Oaks Design Guidelines in force at the time the Architectural Review Application for the replacement driveway is submitted to the ARA, unless granted a variance by the ARA.

9.0 SITE REQUIREMENTS: LANDSCAPING IRRIGATION & LIGHTING

9.01 Landscaping

All residential dwellings in Vintage Oaks at the Vineyard will be landscaped per the following guidelines. Before designing a landscape plan, it is imperative to understand a Lot's topographical features and how seasonal water run-offs will impact the plans and impact adjacent Owners' properties. Additionally, Hill Country indigenous wildlife (deer, armadillos, skunks, wild hogs, etc.) have an insatiable appetite for specific plants, trees, and shrubs. Temporary wildlife barriers are permitted, but only until landscaping matures, so the selection of wildlife-resistant plants and shrubs is essential. The goal of the herein below landscape guidelines is to integrate home design and community development with the inherent scale, form, massing, color, and texture of the natural Hill Country landscape. The Association should be contacted regarding any questions.

Wildlife Barriers – Plants, Trees, and Shrubs: The temporary use of discrete wire wraps to protect newly planted vegetation is allowed. These barriers do not require ARA review and approval; however, they are subject to compliance with construction material and maintenance requirements and duration of use. Use of these barriers beyond three growing seasons may become subject to a compliance review. Such wraps must be neatly maintained and enlarged when needed as protected landscaping matures. Plant barrier wraps measures are to be temporary in nature allowing plants and shrubs to achieve maturity within two or three growing seasons. Such wire wrappings can be applied to individual planted items or small groups of items (i.e., 2-4 plants or shrubs) in close physical proximity not to exceed an area length greater than ten (10') feet. Vertical support posts shall be green, brown, or black.

Wildlife Barriers – Electric Hog Fencing: The use of discrete electric fencing to protect Manicured Landscape areas (MLA) from feral hogs and other animal threats does not require ARA review and approval, however, this barrier is subject to compliance with construction requirements and maintenance of the barrier. Typically, the areas requiring protection are mulched flower beds and newly installed turf areas. The general guidelines for electric fencing include a maximum height of 24 inches; 1-3 wires; vertical posts/ insulators in green, brown, or black; timer controls; and warning signage. Any electric fencing barriers erected by Owners that do not meet the guidelines above will be subject to compliance enforcement.

9.02 Landscaping Submission Requirements

The landscaping plan, which is subject to site conditions, will be a well-designed balance of trees, shrubs, grass, rocks, and existing native plants around the perimeter of each new residential dwelling. Well-balanced is defined as a consistent balance of shrubbery and greenery across the front envelope façade of the dwelling with no façade exposure of greater than three feet. This is accomplished by softening the impact of building facades, and/or slab foundations at ground level to alleviate the stark contrast between masonry and the area to be landscaped by using plantings. Landscape plans must be submitted for ARA review no later than thirty (30) days prior to completion, of the dwelling or upon the Owners' taking possession of the main residential dwelling. A landscape fee and or deposit is required prior to the start of landscape installation (deposit must be included with the landscape plan submission). Landscape plans and installation is subject to a final inspection by the ARA. . Landscape plans are expected to be completed within six (6) months of the issuance of the approval letter. The deposit will be returned when the landscaping job is complete and all landscape debris, including rockpiles, trees, and shrub debris, has been removed from the Lot.

Minor landscape changes such as the removal of plants or shrubs do not require ARA review, however, a substantial change of landscaping such as the removal of turf, or flower beds that are replaced with hardscape shall require ARA review. Substantial change is defined as improvements of considerable importance in size and scope that have a noticeable impact on the aesthetic of the property. Should landscaping die, Owners are expected to maintain their landscaping up to the standard of the initially approved landscape plan whether the landscaping was installed during the initial build process or acquired as part of a resale purchase. In the absence of a formal, recorded landscape plan, Owners are expected to follow the landscape standards as written in 9.04 Landscaping Requirements and Guidelines.

New Home Construction (NHC): The Owner should hold the builder responsible for removing piles of rock, mulch, and debris created during the initial construction process within six (6) months of taking possession of the dwelling unless an Owner notifies the ARA in writing such rocks are being held for use in their Landscape Plan. The Owner is responsible for removing all rock piles and debris from the Lot upon completion of their Landscape Plan especially if a phased approach is undertaken.

Supplemental Improvements: The Owner is required to remove excess builder material (rock piles, mulch, debris) within three (3) months of any Supplemental Improvement project. Supplemental accessory building structures must be landscaped with the same requirements as a new residential dwelling.

(a) Landscape plans will include the planting schematic, irrigation plan, and restoration plan. The plan must show the location of all residential improvements and the necessary plat data, setbacks, easements, etc., and include the items below:

(i) Identify all existing landscaping to remain and all existing landscaping to be removed. (See Section 9.03 for additional requirements).

(ii) Identify all locations and sizes of all proposed landscape materials.

(iii) Identify proposed improvements such as, but not limited to, patios, decks, walkways, planters, stacked stones, gabion pillars, berms, retaining walls, landscape walls, fences, rockpiles, etc.

(iv) Should an Owner or Builder opt for a phased approach and will add features/improvements over time, these future additions will also require ARA notification prior to installation. Each stage shall be completed within 90 days unless otherwise approved by the ARA.

(v) Owners are responsible for temporary and permanent measures for slope stabilization and erosion control on lots or drainage easements. Landscape installation must not alter the drainage pattern of water across or off the Lot, nor may it interfere with any drainage easement on the Lot without a certified engineer's report. The Owner, not the Association, will be responsible for any damage to POA property or another Owner's property where natural drainage runoff slopes are changed.

Wherever applicable, Owners shall obtain a PIPROW (Private Improvement Within The Public Right-Of-Way) Permit from Comal County in order to make any modification to a drainage ditch located in a public right-of-way. Any such permit is the sole responsibility of the applying Owner, and the ARA makes no representation as to the feasibility, legality, or such other compliance of approved Improvements with any Applicable Law. Each Owner shall be responsible for verifying compliance of their Improvements with Applicable Law. If improvements are made to the ROW, such as but not limited to adding river rocks, decomposed granite, and the like, it is the obligation of the Owner to maintain this improvement. The obligation to maintain remains in place so long as the improvement remains.

(b) Builders of spec homes must also meet the 6-month deadline for landscape installation and completion upon giving notice that construction of the home is complete, and where no prospective buyer is under contract.

(c) Final inspection of the approved landscape installation will be completed by the ARA. Compliance deposits will be returned after the final inspection. Fines may be assessed against the deposit if it is determined the installed landscaping has not followed the guidelines or the approved plan. The ARA may approve the landscaping as presented or may require additional modifications in order to grant final approval.

9.03 Landscaping Design Guidelines - General

Landscape plans and grading plans will typically address two distinct landscape zones (the "Native Landscape Area" and the "Manicured Landscape Area") and the creation of a defined edge between these two zones. If there are existing conditions that prevent the ability to designate these two distinct zones in a landscape plan, please provide a detailed explanation when submitting a landscape plan.

The Native Landscape Area (NLA) includes portions of the Lot outside of the building envelope. The NLA is to remain predominantly undisturbed during site development. The NLA can extend to the Building Envelope to reinforce the relationship between the building and the landscape.

The"Building Envelope" is defined herein as the area in which the house can be built. The Building Envelope is generally understood by Builders as the "footprint" of the house; including fifteen (15') to twenty (20') feet around the perimeter of the home.

Unless specifically approved by the ARA, all construction, excavation, cut and fill slopes, vegetation and hardwood tree removal, and other forms of disturbance are prohibited within the NLA. All portions of the NLA that are disturbed during construction shall be re-vegetated with plant materials indigenous to the area. The introduction of plant materials into the NLA that are not indigenous is prohibited.

The Manicured Landscape Area (MLA) is the second zone and generally includes areas within the Building Envelope. This area allows for a more formal landscape treatment adjacent to the main residential dwelling. The front of the Building Envelope, generally the front, street-facing side of a residence must be fully landscaped with inground plants and shrubs. The use of planters, whether constructed of metal, wood, or ceramic, in place of inground plants on the front envelope of the residence is prohibited, unless otherwise approved by the ARA.

Within the MLA, there are three distinct areas where landscaping must be considered. Note: The NLA or the Natural Landscape Area may not extend within the Building Envelope.

i. The front foundation, or street-facing façade of the structure
   - Contains the greatest area requirement for greenery within the building envelope.
   - Porches and concrete stairway expanses do not need to be painted or planted.

ii. The side foundation of the structure, or side envelope
   - Any portion of the foundation on the left or right side of a home within the building envelope may be landscaped as described for the front, street-facing side of the home, or hardscaped, sodded, and/or painted depending on the exposed slab as noted in iii below.

iii. The exposed slab of any side foundation.

- Exterior finish materials must extend to within eighteen inches (18″) of finished grade on three sides (not including the back) of the main residential dwelling. In areas prohibitive to planting vegetation, such as septic systems, A/C units, pool equipment, etc. the exposed foundation shall be painted a color complimenting or matching the home. All exposed side foundations with exposed eighteen inches (18″) of the slab must be painted to match the stone or stucco of the home, in addition, plants may also be added as noted in ii above.

Underground irrigation systems are highly encouraged to permanently support native plantings adjacent to manicured landscaped areas. Ornamental plants and water feature decorations are permitted, but such features should be planned carefully to conserve the use of water and maintain the natural character of the site.

Owners are encouraged to practice water conservation measures within their homes to efficiently manage their water use. Droughts are common in the central-south Texas climate and can result in the local water authority imposing mandatory drought and water conservation restrictions which limit the amount and time at which water can be used by residents.

Unimproved Lot Management. Vacant lots, often referred to as undeveloped property are often left as their complete Natural Landscape Area (NLA). In extreme situations referred to as "exceptional drought" conditions may require mowing to reduce the fire hazard potential. Categories regarding droughts may be found on the NIDIS, or National Integrated Drought Information System website. Tall native prairie grasses as well as native shrubs such as the Roosevelt weed are known for their high flammability. The Association will make every effort to notify Owners to take needed safety precautions well in advance of issuing a forced maintenance mow assessment at the Owners' expense in which these lots will require immediate mowing of the tall native grasses and shrubs.

The Association shall have the right, but not the obligation, to maintain the grass and other landscaping on each unimproved Lot, at the Owners' expense. For purposes of this Section 5.1 (f), an unimproved Lot shall mean a Lot without a dwelling.

9.04 Landscaping Requirements and Guidelines

(a) Preservation of existing vegetation and natural features is encouraged. Prior to implementing your landscape plan, it is imperative to understand your lot's topographical features and how seasonal water run-offs may impact your plan.

(b) In order to plan your landscaping plant species accordingly, please carefully review the plant list in the Landscape Plan provided by the Association, contact your local nursery, or visit the following websites:

(i) https://aggie-horticulture.tamu.edu

(ii) https://www.hillcountrygardens.com

(c) A list of plants and plant sizes must be listed on the Landscape Plan. Full five (5) gallon plants or plants that are at least 18-24 inches in plant maturity are required along the front, street-facing side of the foundation of the main residential dwelling which must be screened.

The use of five (5) gallon plants will often allow for sufficient growth in the planting season so that the plant may survive the occurrence of a periodic Hill Country freeze. When freezes do occur, dead plantings should be quickly removed and replanted by the next growing season as soon as available greenery can be obtained. Frequently, hardier perennials that have better root systems can be pruned back, and they will regrow once the growing season is in progress. Landscape requirements must be followed whether they are for new home construction or a resale property purchase's landscape makeover.

(d) Foundation screening, within the building envelope, is accomplished through the planting of greenery (shrubs and plants) whether for the main dwelling or an accessory building structure. The front, street-facing sides of structures must be landscaped with plants and shrubs that are reasonably spaced (no more than three (3') between plants), which allows for growth, maintenance, and disease control. The use of trees is not a screening tool for foundations or facades. Homes, with or without exposed foundations are expected to be landscaped on the front envelope of the structure to improve curb appeal and to maintain continuity throughout the Community. Exceptions will be reviewed by the ARA on a case-by-case basis.

(e) In consideration of Texas droughts, the space for planting within the building envelope shall include a minimum area of ten (10') to twelve (12') feet. On the street-facing façade of the structure, no less than 75% of the area must be screened adhering to the minimum spacing requirements in (d) above. The side envelope of the structure may be planted, or hardscaped, or sodded, and painted (Refer to 9.03 (b)(ii)(iii)) in accordance with Owner preferences.

Choosing plants and shrubs wisely is essential to meeting landscaping

conditions and restrictions. The environment and animal populations must be factored into planting decisions. Temporary wildlife screening, other than hog fencing is permitted but only to give plants time to mature and must not be used as permanent structures.

(f) The use of nonliving materials such as silk or plastic flowers/plants, driftwood, or ornamental artwork, and the like placed along the front envelope of the dwelling in place of inground plants does not meet the front envelope of the structure landscaping requirements. Artificial or nonliving plants, vines, and shrubs placed on arbors or trellises are not permitted. Owners are encouraged to provide a mix of vegetative types within the Manicured Landscape Area, including shrub beds, perennial beds, trees, container plants, and turf.

(g) Landscape Berms. With ARA approval, landscape berms are permitted with a maximum height of the mulched structure being three (3′) feet and a maximum length of up to sixty (60′) feet.

(h) Walls must be stone or masonry and must follow all fencing guidelines including the limitation on location and size. Masonry walls may be allowed by the ARA upon review only and must meet specific aesthetic requirements. Walls must be no taller than four (4′) feet from ground level to the tallest portion of the wall or column, except for the masonry walls used to screen garbage and recycle containers, which may be up to five (5′) feet from ground level to the tall portion of the wall or column. Stacked stone and masonry walls are also permitted with a maximum height of four (4′) feet and a maximum length of twenty (20′) feet.

Masonry screening walls within the building envelope (within all building setbacks) may be allowed upon review. Masonry screening walls constructed to form a courtyard may be allowed upon review. Walls may not be located on the easement unless approved by the easement owner (i.e. Utility company) but may extend to the property line.

(i) Builders and Owners should be aware the use of turf grass or river rock beds without the presence of in-ground shrubs and plants does not satisfy the definition of a "fully landscaped" front of the structure envelope. Plants set in decorative pots and set adjacent to the front street-facing façade of the dwelling in place of in-ground plants do not meet landscaping requirements.

(j) Two (2") inches of mulch, organic or rubber, is required for all shrub and bed areas. Owners should add mulch to flower beds as weather, wind, or water conditions erode bed areas and unsightly woody remnants remain.

(k) Turfgrass shall have a recommended minimum of four (4") inches of native soils or improved soils. Caliche is not permitted.

(l) Paint choices should match the stone or stucco colors of the primary residence. Additionally, accessory structures (workshops, detached garages, casitas, cabanas, and the like) and outbuildings (sheds, equipment storage, conservatories, and the like) that require foundations will be held to the same foundation screening requirements as the primary residence structure.

(m) Owner utility or breaker box screening requires approval by the ARA. Three options are permitted: Painting to match the paint on the main dwelling or planting evergreen shrubs or placing composite screening that has been painted to match the dwelling. Composite screens must not exceed the height or width of the utility box being screened. Owners are encouraged to contact public utility customer service before screening or covering public utility boxes. Any screening performed on these boxes or pedestals by the Owner is subject to any screening conditions or restrictions as designated by the Community governing documents. Evergreen shrubs that do not lose their leaves annually are recommended for use in screening the dwelling or utility boxes.

(n) All plant materials introduced at Vintage Oaks at the Vineyard should be native to the state of Texas. To determine which plan species are appropriate, please reference the Tree, Shrub, Plant, and Turf Grass Reference List (the "**Landscape Reference List**") attached hereto as Appendix B. Owners may also find Vineyard Owner's Portal and in the applicable set of design guidelines for your Lot.

(o) Artificial turf in the front yard is permitted. The type and quality of the artificial turf must be clearly indicated in the plan. All landscape plans using artificial turf must be submitted to the ARA for approval.

(p) The use of natural turf grass is encouraged. *Prior to determining your turf area, consider local water company rates/cost and drought management policies.* Turf grass shall be limited to an area no more than 1.5 times the main residential dwelling foundation footprint with a 12,000 sq. ft. maximum. The measurement shall be based on the square footage of the main residential dwelling and the garage, but not the driveway or patio.

The turf grass layout and the irrigation system may be adjusted to fit certain site-specific situations.

Guidance turf grass proportion to main residential dwelling size

Sq/Ft	1.5 times footprint
2,500	3,750
3,000	4,500
3,500	5,250
4,000	6,000
4,500	6,750

(q) Xeriscaping Requirements: In both the Manicured Landscape Area and the Natural Landscape Area, one hundred percent (100%) rock and stone landscaping is permitted but must meet ARA approval and all xeriscaping policies adopted by the Association. Rock landscaping must contain some diversity and variation in the elements used (dry river beds, out-croppings, color, etc.). The rock pattern must complement the inherent scale, form, massing, color, and texture of the natural landscape. Additionally, the front street-facing envelope of the dwelling must still be screened with live, in-ground plants as noted in (c – f) above.

(r) Sound horticultural practices, as recommended by the Texas Forest Service, are required to prevent the establishment or spread of Oak Wilt. Specific recommendations include:

(i) Tree pruning tools and blades should be sterilized prior to and between cutting any oak trees. The planting of red oaks is strictly prohibited since the fungal mats at the base of the red oaks are the only vector by which oak wilt is spread by insects.

(ii) The pruning of oak trees is prohibited from February 1 to June 15.

(iii) Pruned trees and/or wounds should be immediately protected within 15 minutes of the cut with tree paint (approved example: Treekote Tree Compound) or black spray paint.

(s) All firewood shall be stacked and neatly organized. Stacks may be located in the backyard extending laterally to the property line from the

rear corners of the dwelling unless otherwise approved by the ARA. Firewood must not be stacked against the front or sides of the main dwelling or any accessory structures.

Landscape Irrigation - A plan and schematic for an irrigation system must be included.

(i) The use of typical drip irrigation or pop-up heads that conserve water is encouraged. Note: The use of drip irrigation lines and soaker hose lines is typically permitted by local water service companies beyond days when rotary spray and pop-up heads are restricted. Refer to local water service companies' drought management guidelines for more information.

(ii) All in-ground irrigation systems installed are to be zoned based on plant watering requirements and be equipped with rain and/or moisture sensors.

(iii) No irrigation is permitted in our typical rural section (standard roadside ditch layout we have in Vintage Oaks at the Vineyard). Watering of the area from the edge of the paving and the right-of-way line is permitted, but no sprinkler heads are allowed in the right of way. With sprinkler heads on private property, the irrigator can spray the grass in the right of way up to the edge of paving as long as they do not spray the pavement.

(iv) Pressure-reducing valves and/or remote control valves are required for each station with flow control. A pressure-reducing valve installed in-line at the meter serving the house and as well as the irrigation system is acceptable.

(v) A backflow prevention device installed upstream of the irrigation system (which is to be inspected yearly by a qualified inspector in accordance with state law) is required. Not every such device meets the requirements of state law so consult with your irrigator or contact the local water supply service. Backflow prevention devices may be covered for protection against wildlife and weather. Acceptable covers are standard BFV covers in brown or hunter green, or with artificial stone-like covers.

9.05 Landscape Lighting

Homeowners are encouraged to reference the Hill Country Alliance website for a list of recommended light fixtures: https://www.hillcountryalliance.org.

The International Dark Skies (IDA) Outdoor Lighting Basics: Modern society requires outdoor lighting for a variety of needs, including safety and commerce. IDA recognizes

this but advocates that any required lighting be used wisely. To minimize the harmful effects of light pollution, lighting should:

- Only be on when needed
- Only light the area that needs it
- Be no brighter than necessary
- Minimize blue light emissions
- Eliminate upward-directed light

All exterior lighting, including LED light arrays, or solar lights must be approved by the ARA whether for use on the home exterior, in the front of the home in landscaping, or for use in the backyard. Low voltage, downward-directed lighting is required to reduce glare and light pollution. The location, placement, and direction of all lighting, whether for security or decoration, including solar lights, should enhance the landscape and dwelling and must not encroach upon the adjacent property.

Unshielded fixtures that cast a bright light, or colored light, especially when left on past 11:00 pm that spills onto adjacent property, or into an adjacent home is known as "light trespass." Property management will investigate complaints related to light trespass or colored lighting left on all night as it may be a nuisance source when left on when the area is not in use, or when adjacent Owners object to the light trespass.

If the landscape plan is to include landscape lighting, the submitted plan must include a lighting plan. Landscape lighting shall be installed to minimize the visibility of the light source and to minimize light pollution of the night sky. Dark skies are essential to the unique natural character of this community, and all landscape lighting should be maintained in such a way as to preserve the quality of nighttime darkness enjoyed by the community. The Property Manager will investigate complaints related to any lighting left on all night in the backyard as it may be subject to being a source of complaint if adjacent neighbors object to the light glare.

Additional requirements include:

(a) Fluorescent, metal halide, and low-pressure sodium lamps are prohibited, as are exposed bulbs or wrap-around lenses.

(b) Low voltage, low wattage lighting with a maximum of 45 watts is allowed for address markers and entry gates.

(c) Pole lights will be reviewed on a case-by-case basis. ARA approval must be secured prior to installation even when lights are added after the initial Application Plan approval and completion have occurred.

(d) Decorative or lantern fixtures shall have a maximum of 45 watts and downward lighting is encouraged.

(e) Permanent colored bulbs or LED lights are prohibited in street fronting light fixtures but are permitted for ground-level driveway markers.

(f) Color lighting is permitted for use in backyards or interior courtyards but must be turned off after 11:00 pm.

(g) All decorative lighting, such as light ropes, soffit lighting, or light strings, must be turned off after 11:00 pm.

(h) All path, landscape, and pillar lighting must consist of lamps emitting no more than 750 Lumens. Path, landscape, and pillar lighting shall have a maximum height of thirty-six (36") inches". Flicker-flame lighting is permitted with ARA approval.

(i) Strobe lights are prohibited.

LANDSCAPE PLAN CHECKLIST

The following items represent minimum requirements. Additional information may be required if deemed necessary by the ARA.

LANDSCAPE DESIGN

One set of completed final design plans shall be submitted electronically and shall include:

- Site plan
- Owner's Landscaping Deposit Agreement
- Owner's Landscaping Deposit
- Final landscape plan (due 30 days prior to substantial completion/move-in)
- Exterior and landscape details (include: location, color, and materials of retaining walls)
- Grading and drainage plans
- Plan cannot be at an Architect's scale, engineering scale only
- Location, type, quantities, and sizes of proposed plants (identify plants, not on approved list)
- All hardscape materials, details, specifications, and colors
- Irrigation plans (temporary irrigation for restoration of the NLA)
- Restoration plan

10.0 ADDITIONAL REQUIREMENTS

10.01 Propane Storage Tanks

Propane storage tanks shall not be visible from the road or an adjacent Lot and must be buried in the ground or fully screened with masonry walls matching the masonry type, color, and style of the dwelling. The use of live-plant screening is prohibited. Propane tank location and screening must be approved by the ARA *prior* to installation. Refer to Section 7.03 Walls for additional information on screening requirements.

10.02 Drainage and Drainage Easements

There shall be no interference with the established drainage, including a drainage easement, over any portion of the Property, including the Lots, except by Association, unless adequate provision is made for proper drainage and such provision is approved *in advance* by the ARA. Specifically, and not by way of limitation, no improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots. Refer to *Section 9.02* for additional details.

10.03 Storage of Recreational Vehicles and Equipment

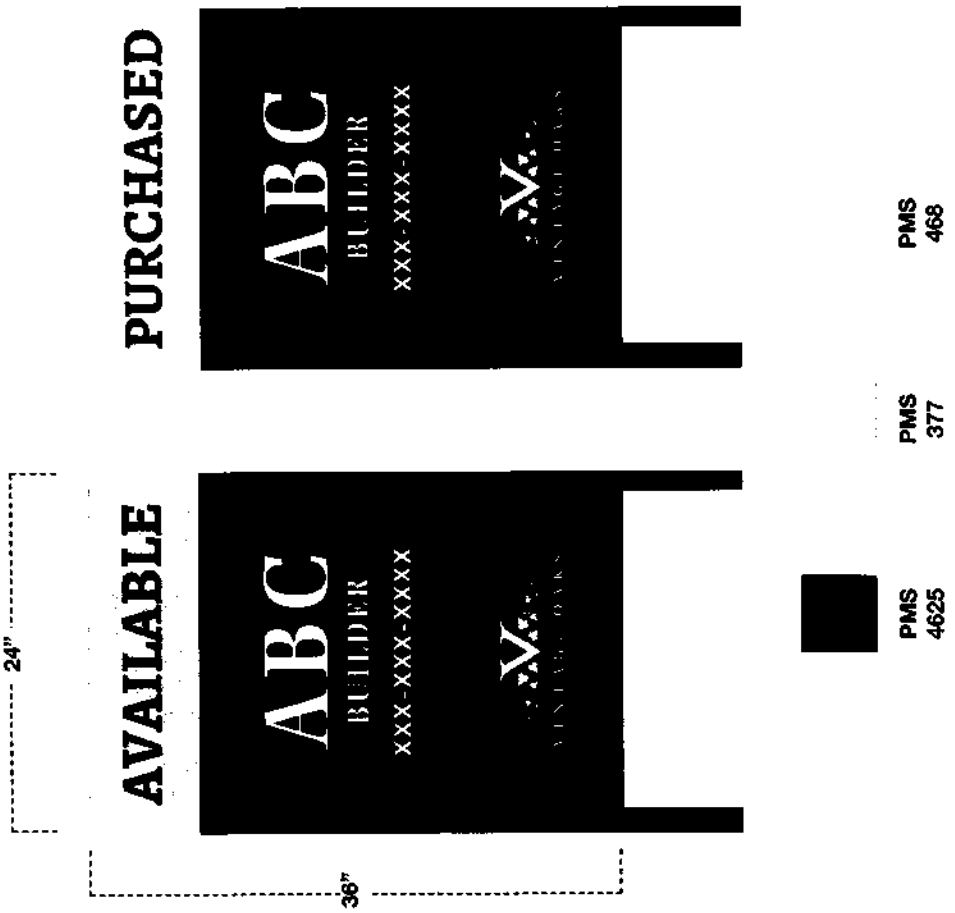
Recreational vehicles may not be kept on the property prior to the main dwelling being built. After the dwelling is complete, such items may be kept on the property as long as they are kept stored in a garage serving the lot.

APPENDIX A

SECTION	LOT #	MAX BUILDING HEIGHT		SET BACKS*					
		HOME	ACCESSORY BUILDINGS	FRONT		REAR		SIDE	
				Lft	Rt	Lft	Rt	Lft	Rt
All sections/Units (except as below)	All Lots	35′	Height of main dwelling	50′		50′		10′	
Unit 30	All Lots	35′	Height of main dwelling	25′		50′		10′	

*Note: For all corner lots, the setback from the side street is 25′.

BUILDER SIGN/SAMPLE SIGN



ARA HOME CONSTRUCTION CHECKLIST

1. Before Construction:
   - Dumpster (30 cubic yard minimum)
   - Dump Box (8' x 8' plastic lined)
   - Chemical Toilet
   - Construction Entrance with culvert if culvert is required for adequate drainage
   - Fire Suppression Equipment
   - Site must be kept clean and free of trash and debris
   - Receipt of Builder Deposit

2. Construction Phase:
   - Verify site location. i.e.; Compliance to setbacks.
   - Clean site being maintained.
   - Periodic site visit to check for compliance.
     - Masonry or Exterior Materials
     - Roof Materials
     - Colors (if applicable)
   - Paved Road Inspection for Damage

3. Final Inspections:
   - Meet restriction requirements including drives, fencing, landscaping, road damage, etc.

4. Refund of Builder Deposit.

NOTICE TO ALL BUILDERS

All Builders are required to follow these Workplace Standards In Vintage Oaks at the Vineyard.

1. Vintage Oaks at the Vineyard is a SouthStar Community ***"Clean Site"*** All Builders are required to do the following **prior** to starting home construction:
   - Place a dumpster on the lot (site must be kept clean at all times);
   - Dump Box (8' x 8' plastic lined);
   - Place a chemical toilet on the Lot;
   - Install a construction entrance (minimum of 1½" to 3" rock) and culvert if culvert is required for adequate drainage; and
   - Fire suppression equipment must be on site.

2. During construction the following items are prohibited:
   - Possession, consumption or use of alcohol or drugs
   - Possession of animals
   - Possession or use of firearms
   - Loud music
   - Traveling within the Development unnecessarily
   - Using any common area or amenity

Contractors are required to continuously abide by these workplace standards on this SouthStar Community. Violations are subject to fines, at the discretion of the Vintage Oaks at the Vineyard Property Owner's Association Board.

APPENDIX "B"
VINTAGE OAKS AT THE VINEYARD
TREE, SHRUB, PLANT, AND TURF GRASS REFERENCE LIST

The following list should be used as a starting point for selecting plants in Vintage Oaks at the Vineyard. Requirements for specific Lots may be more or less restrictive depending on the landscape indigenous to the immediate site and the location of the site within the community.

Plants identified with an asterisk (*) at the end of the common name have shown some resistance to deer grazing, however, drought conditions and other situations may cause a food shortage and all plant material may be susceptible to deer grazing.

In addition to the plant list defined for the NLA, the following selection of plants is appropriate for use in (MLA/ELA) landscaped areas that have a direct relationship with the main residential dwelling. The Enhanced Landscape (ELA/MLA) must be contained within clear boundaries, beyond which only plants for the Native Zone are allowed.

Caution: The use of San Augustine for turfgrass is prohibited. Also, due to the prevalence of Oak Wilt found in Red Oak trees, the planting of Red Oaks is prohibited. Some native grasses and shrubs are quite hardy and prolific sprouters. Not all are desirable. One such plant is the Bacchari Neglecta, better known as the "Roosevelt Weed". This shrub is known for its highly flammable nature and it is extremely invasive, For more information on managing this plant go to: https://www.landmarkwildlife.com/willow-baccharis-texas-tough/

[PLANT REFERENCE CHART FOLLOWS]

TREES *Red Oak is Prohibited*	
Botanical Name	***Common Name***
Aesculus Arguta	Texas Buckeye*
Chilopsis Linearis	Mesquite
Cercis Canadensis.	Redbud
Cornus Drummondii	Roughleaf Dogwood*
Diospyros Texana	Texas Persimmon*
Fraxinus Texensis	Texas Ash
Leucaena Retusa	Goldenball Leadtree*
Quercus Fusiformis	Escarpment Live Oak
Rhus Lanceolata	Flameleaf Sumac*
Sophora Secundiflora	Mountain Laurel*
Ulmus Crassifolia	Cedar Elm
Ungnadia Speciosa	Mexican Buckeye*
Comus Florida	Flowering Dogwood
Cotinus Obovatus	Smoke Tree
Ilex Deciduas	Possumhaw
Ilex Vomitoria	Yaupon Holly*
Lagerstroemia Indica	Crepe Myrtle
Prunus Mexicana	Mexican Plum
Quercus Macrocarpa	Bur Oak
Sophora Affinis	Eve's Necklace
Taxodium Distichum	Bald Cypress

Ulmus Parvifolia Sempervirens	Lacebark Elm
Vitex Agnus-Castus	Vitex
SHRUBS **Roosevelt Weed or Bacchari Neglecta is prohibited**	
Botanical Name	***Common Name***
Anisacanthus Wrightii	Flame Acanthus*
Lantana Horrida	Texas Lantana*
Opuntiaspp	Cactus*
Rhus Virens	Evergreen Sumac*
Salvia Greggii	Autumn Sage*
Abelia spp	Abelia*
Aspidisstra Elatior	Cast-Iron Plant*
Aucuba japonica	Japanese Aucuba*
Berberis Thunbergii	Redleaf Barberry*
Berberis Trifloliolata	Aagarita*
Buxus Microphylla	Boxwood*
Cotoneaster Dammeri	Coral Beauty Cotoneaster*
Elaegnus spp	Elaegnus*
Fatsia japonica	Japanese Aralia*
Hypericum spp	Hypericum*
Hesperaloe Parvaiflora	Red Yucca*
Ilex Comuta	Dwarf Chinese Holly*
Ilex Vomitoria	Dwarf Yaupon*

Ligustrum Luicidum 'Variegated'	Variegated Ligustrum
Leucophyllum spp	Texas Sage*
Myrica Cerifera	Southern Wax Myrtle*
Nandina spp	Heavenly Bamboo*
Nerium Oleander	Oleander*
Pyracantha Coccinea	Pyracantha*
Raphiolepis Indica	Indian Hawthorn
Rosmarinus Officinalis	Rosemary*
Santolina Chamaecyparissus	Gray Santolina
Yucca spp	Yucca

ANNUALS, PERENNIALS & GRASSES	
Botanical Name	***Common Name***
Amblyolepis Setigera	Huisache Daisy
Aster Oblongifolius	Autumn Aster*
Bouteloua Gracilis	Blue Grama
Buchloe Dactyloides	Buffalo Grass
Car Ex Piano Stachys	Cedar Sedge
Castilleja Indivisa	Indian Paintbrush
Coreopsis Tinctoria	Calliopsis
Gaillardia Pulchella	Indian Blanket
Liatris	Gayfeather
Linum Lewisii	Blue Flax

Lupinus Texensis	Bluebonnet
Melanpodium Leucanthum	Blackfoot Daisy
Melica Nitens	Three-Flower Melic
Muhlenbergia Reverchonii	Seep Muhly
Malvaviscus Arboreus	Turks Cap*
Rudbeckia Hirta	Black-Eyed Susan
Salvia Coccinea	Scarlet Sage
Salvia Engellmannii	Englemann Sage
Salvia Farinacea	Mealy Blue Sage
Achillea spp	Yarrow*
Malvaviscus Arboreus	Turks Cap*
Nolina Texana	Sacahuista*
Pennisetum spp	Fountain Grass
Poliomentha Longiflora	Mexican Oregano*
Salvia Leucanthia	Mexican Bush Sage*
Salvia Roemeriana	Cedar Sage*

FLOWERS, FERNS AND HERBS	
Botanical Name	***Common Name***
Ageratum spp	Ageratum*
Begonia spp	Begonia*
Coreopsis Grandiflora	Coreopsis*
Coreopsis Lanceolata	Lanceleaf Coreopsis*
Cosmos Bipinnatus	Cosmos*

Echinacea spp	Purple Cone Flower*
Iris spp	Iris*
Lupinus Texensis	Bluebonnet*
Nephrolepsis spp	Sword Fern*
Salvia Farinacea	Mealy Blue Sage
Salvia spp	Indigo Spires*
Senecio Cineraria	Dusty Miller*
Tagetes spp	Mexican Mint Marigold*
Thellypteris Kunthii	Wood Fern*
Verbena Tenuisecta	Moss Verbena*
Vinca Rosea	Periwinkle*
Zinnia spp	Zinnia*

GROUND COVERS	
Botanical Name	***Common Name***
Ophiopogonjaponicus	Mondo Grass
Thymus spp	Creeping Thyme
Trachelospermum Asiaticum	Asian Jasmine

LAWN/TURF GRASS
Common Name
Bermuda, Improved Varieties Zoysia, Improved Varieties
Buffalo Grass, Improved Varieties

VINES	
Botanical Name	***Common Name***

Bignonia Capreolata	Crossvine
Campsis Radicans	Trumpet Vine
Clematis Texensis	Scarlet Leather-Flower
Ficus Pumila	Fig Ivy
Gelsemium Sempervirens	Carolina Jessamine
Lonicera Sempervirens	Coral Honeysuckle
Parthenocissus Quinquefolia	Virginia Creeper
Passiflora Incarnata	Passion Flower
Wisteria Sinensis	Wisteria

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/29/2022 11:34:20 AM
TERRI 54 Pages(s)
202206053386



Bobbie Koepp

AFFIDAVIT IN COMPLIANCE WITH TEX. PROP. CODE § 202.006

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. WAGNER, who, being by me duly sworn according to law, stated the following under oath:

"My name is DONALD E. WAGNER. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the President of Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation ("Association"). I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a property owners' association as that term is defined in TEX. PROP. CODE § 202.001. The Association's jurisdiction includes, but may not be limited to, the property subject to: Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No.202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"); and the Bylaws of the Association, as amended from time to time ("Bylaws").

Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

Property Owners Association of Vintage Oaks, Inc.
Resolution Adopting Supplemental Policies

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Property Owners Association of Vintage Oaks, Inc.
c/o The Neighborhood Company
1118 Vintage Way
New Braunfels, Texas 78132
Phone: (830) 264-2454
Email Address: Info@NeighborhoodCo.Com

SIGNED on this the 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
Donald E. Wagner, President

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. WAGNER, President of the PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., who, after being duly sworn, acknowledged and stated under oath that he has read the above and foregoing Affidavit and that every factual statement contained therein is within his personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the day of December, 2022.



Heidi Krasner
NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return To:
Michael B. Thurman
THURMAN & PHILLIPS, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: (210) 341-2020

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
RESOLUTION ADOPTING SUPPLEMENTAL POLICIES

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

WHEREAS, the Board of Directors of Property Owners Association of Vintage Oaks, Inc. ("Association") is the established governing body the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No.202206053304in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration") (collectively, "Declaration"); and the Bylaws of the Association ("Bylaws"); and

WHEREAS, in accordance with the duties and responsibilities imposed by the Declaration, the Bylaws and all policies, rules, regulations and guidelines duly adopted by the Association (collectively, "Governing Documents"), the Board of Directors of the Association is charged with the duty of making, establishing and promulgating, in its discretion, policies, rules and regulations for the interpretation and enforcement of the Governing Documents for the use and enjoyment of properties in Vintage Oaks at the Vineyard, including but not limited to, the common areas owned by the Association; and

WHEREAS, it has been determined by the Board of Directors that it is necessary to revise or adopt the Supplemental Policies as set forth in the Index attached hereto.

THEREFORE, BE IT RESOLVED:

The Supplemental Policies, as set forth in the Index, including: Records Production and Copying Policy, Records Retention and Destruction Policy, Email Registration Policy with sample Promulgated Email Registration Form, Bee Keeping Policy, Generators Policy, Open Board Meetings Policy, Rainwater Collection Systems Policy, Roofing Materials and Approval Policy, Seasonal and Holiday Decorations and Lighting Policy, Sign Policy, Solar Energy Devices Policy, and Yard Art Policy, in the forms attached hereto, by a unanimous vote of the Board of Directors, were approved as to form and content and adopted for use by the Association.

This Resolution Adopting Supplemental Policies is adopted this 28 day of December, 2022, by the Board of Directors of the Association and shall be effective when filed for record in the Official Public Records of Comal County, Texas.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
Donald E. Wagner, President
Member of the Board of Directors

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
SUPPLEMENTAL POLICIES

INDEX

ATTACHMENT 1	Records Production and Copying Policy
ATTACHMENT 2	Records Retention and Destruction Policy
ATTACHMENT 3	Email Registration Policy with sample Promulgated Email Registration Form
ATTACHMENT 4	Bee Keeping Policy
ATTACHMENT 5	Generators Policy
ATTACHMENT 6	Open Board Meetings Policy
ATTACHMENT 7	Rainwater Collection Systems Policy
ATTACHMENT 8	Roofing Materials and Approval Policy
ATTACHMENT 9	Seasonal and Holiday Decorations and Lighting Policy
ATTACHMENT 10	Sign Policy
ATTACHMENT 11	Solar Energy Devices Policy
ATTACHMENT 12	Yard Art Policy

The Supplemental Policies attached hereto are subject to the terms and provisions of the Declaration, Bylaws, and all other policies, rules, regulations and guidelines duly adopted by Property Owners Association of Vintage Oaks, Inc.

ATTACHMENT 1

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
RECORDS PRODUCTION AND COPYING POLICY

This Records Production and Copying Policy ("Records Production Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard ("Vintage Oaks at the Vineyard") subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No.202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Records Production Policy in adopted under the requirements of TEX. PROP. CODE § 209.005 (i) for the adoption of a records production and copying policy that prescribes the costs the Association will charge for the compilation, production, and reproduction of Records requested pursuant to the provisions of TEX. PROP. CODE § 209.005 (i) by an Owner or Owner's authorized representative for inspection of the Association Records. Any previously adopted records production and copying policy is of no further force or effect.

The adoption of this Records Production Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Records Production Policy shall become effective as of the date the Records Production Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. Records. For the purposes herein, "Records" shall refer to the books and records, including financial records, as defined in TEX. PROP. CODE § 209.005.

2. Right to Inspect. The Records of the Association shall be open to and reasonably available for examination by the titled Owner of a Lot or property located within the boundaries of Vintage Oaks at the Vineyard or a person designated in a writing signed by the Owner as the Owner's agent, attorney, or certified public accountant ("Agent").

3. Procedure. The Association shall make the Records available for examining and/or copying provided that:

A. The Owner or Agent must submit a written request for access or information from the Association's Records by certified mail, with sufficient detail describing the Association Records requested, to the mailing address of the Association or its authorized representative as reflected on the most current management certificate filed of record in the Comal County Official Public Records.

B. The written request must contain an election either to inspect the Records before obtaining copies or to have the Association forward copies of the requested Records and:

(i) If an inspection is requested, the Association on or before the tenth (10^{th}) business day after the date the Association receives the request shall send

written notice of dates during normal business hours that the Owner or Agent may inspect the requested Records to the extent those Records are in the possession, custody, or control of the Association; or

(ii) If copies of identified Records are requested, the Association shall, to the extent those Records are in the possession, custody, or control of the Association, produce the requested Records for the requesting party on or before the tenth (10^{th}) business day after the date the Association receives the request, except as otherwise provided in paragraph (C) below.

C. If the Association is unable to produce the Records requested under such written request on or before the tenth (10^{th}) business day after the date the Association receives the request, the Association must provide to the requestor written notice that:

(i) Informs the requestor that the Association is unable to produce the Records on or before the tenth (10^{th}) business day after the date the Association received the request; and

(ii) States a date by which the Records will be sent or made available for inspection to the requesting party that is not later than the fifteenth (15^{th}) business day after the date of the notice provided by the Association to the requestor under this section.

D. If an inspection is requested or required, the inspection shall take place at a mutually agreed on time during the Normal Business Hours of the Association or its management company, and during such inspection the requesting party shall identify the Records for the Association to copy and forward to the requesting party. Copies of the identified Records shall be forwarded to the requesting party on or before the tenth (10^{th}) Business Day after the date of the inspection. For the purposes herein:

(i) "Normal Business Hours" shall refer to hours of operation of the Association and/or its management company between the hours of 9:00 a.m. and 5:00 p.m. Monday through Thursday and between 9:00 a.m. and noon on Friday, excluding state and federal holidays and such other days as may be scheduled for closure by the Association and/or its management company.

(ii) "Business Day" shall refer to a day other than a Saturday, Sunday, or a state or federal holiday.

4. Records Format. The Association may produce copies of the Records requested in hard copy, electronic, or other format reasonably available to the Association.

5. Exclusions. The following files, documents, and Records shall NOT be available for examination and/or copying:

A. Attorney's files and records, excluding invoices for attorney's fees and other costs relating only to the matter for which the Association seeks reimbursement of fees and costs which are properly requested under TEX. PROP. CODE § 209.008(d). If a document in an attorney's files and records would be responsive to a legally authorized request for inspection or copying and it is not otherwise excluded hereunder, the document will 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.

B. Attorney-Client privileged documents and Records, unless the Association decides to disclose such communications at an open meeting.

C. Any documents or Records that constitutes attorney work product.

D. Any documents or Records that are beyond the Association Records retention period.

E. Except as hereafter provided and to the extent the information is provided in the meeting minutes, the Association is not required to release or allow inspection of any records that identify the Governing Document violation history of an individual Owner; an Owner's personal financial information, including Records of payment or nonpayment of amounts due the Association; an Owner's contact information, other than the Owner's address; or; information related to an employee of the Association, including personnel files. Information may be released in an aggregate or summary manner that would not identify an individual Owner. The Records otherwise excluded under this paragraph (E) shall be released or made available for inspection if:

(i) The express written approval of the Owner whose records are the subject of the request for inspection is provided to the Association; or

(ii) A court orders the release of the Records or orders that the Records be made available for inspection.

6. Fees and Costs. An Owner is responsible for costs related to the compilation, production, and reproduction of requested Records. The Policy for the charging of fees and costs as set forth herein is subject to periodic reevaluation and update. The fees and costs shall not exceed those that are permitted pursuant to 1 TEX. ADMIN. CODE § 70.3. The fees and costs shall initially be set as follows:

A. Copy charges

(i) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is $0.10 per page or part of a page. Each side that has recorded information is considered a page.

(ii) 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) Rewritable CD (CD-RW)--$1.00;
(b) Non-rewritable CD (CD-R)--$1.00;
(c) Digital video disc (DVD)--$3.00;
(d) USB drive--actual cost;
(e) Audio cassette--$1.00;
(f) Oversize paper copy (e.g., 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--$0.50; and
(g) Specialty paper (e.g., mylar, blueprint, blueline, map,

photographic--actual cost.

B. Labor charges for locating, compiling, manipulating data, and reproducing information.

(i) The charge for labor costs incurred in processing a request is Fifteen and 00/100 Dollars ($15.00) an hour for each person working on the request. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(ii) A labor charge shall not be billed in connection with complying with requests that are for fifty (50) or fewer pages of paper records, unless the documents to be copied are located in two (2) or more separate buildings that are not physically connected to each other or in a remote storage facility.

(iii) Overhead charge shall be computed at twenty percent (20%) of the total labor costs charged to an Owner for producing the requested Records.

(iv) Remote document retrieval charges.

(v) The charge for labor costs incurred in retrieving a document is Fifteen and 00/100 Dollars ($15.00) an hour if performed by the Association.

(vi) There is no charge for private company retrievals, but if after delivery to the Association offices, the boxes must still be searched for records related to the request, a labor charge of Fifteen and 00/100 Dollars ($15.00) an hour will be charged.

C. 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 information request.

D. The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the Owner.

E. If the Association accepts payment by credit card for copies of information and is charged a "transaction fee" by the credit card company, then the Association may recover that fee.

F. For any fee or cost incurred by the Association that may not be identified above, the Association shall charge the permitted amount as set forth in 1 TEX. ADMIN. CODE § 70.3, as amended.

7. Deposit and Billing. If the Owner or Agent wants copies of Records, then the Association may require an advance payment from the Owner of the estimated costs of compilation, production, and reproduction of the requested Records. If the estimated costs are lesser or greater than the actual costs, then the Association shall submit a final invoice to the Owner on or before the thirtieth (30^{th}) business day after the date the Records are delivered. If the final invoice includes additional amounts due from the Owner, then the additional amounts, if not reimbursed to the Association before the thirtieth (30^{th}) 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, then the Owner is entitled to a refund, and the refund

Insurance Policies - Expired	Current year + 7
Insurance Records	Current year + 7
Settled Insurance Claims	Current year + 7
Legal Actions - Active	As instructed by legal counsel
Legal Actions – Completed or Resolved	4 years after completion or resolution of legal action or as otherwise instructed by legal counsel
Attorney Legal Opinions	Permanent

6. Destruction of Records. At the end of the retention period, Records are no longer considered Association Records and are subject to destruction. The Association will be responsible for the destruction of such Records. The destruction of paper Records can be accomplished by shredding or incinerating. Destruction of electronic Records can be accomplished by permanently deleting or otherwise destroying the electronic files or destroying the storage media on which the files are stored.

Before destruction of any Records, the Board of Directors must be notified in writing of the Records proposed to be destroyed in accordance with the Records retention schedule. The Board will review the information to ensure that items proposed for destruction comply with the Records retention schedule. Should any Records proposed for destruction include any Records related to legal actions, legal counsel will be consulted prior to any such destruction. If the Board or attorney indicates a Record should not be destroyed, then the Board or attorney will notify the Board that it should not be destroyed, the reason why, and the time period that the subjected Records shall be held beyond the Records retention period.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Records Production and Copying Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2023, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Records Production and Copying Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2023.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 2

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
RECORDS RETENTION AND DESTRUCTION POLICY

This Records Retention and Destruction Policy ("Records Retention Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard ("Vintage Oaks at the Vineyard") subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Records Retention Policy is adopted is adopted under the requirements of TEX. PROP. CODE § 209.005 (m) for the adoption of a Records Retention and Destruction Policy that sets forth the schedule for retention and destruction of Association Records. Any previously adopted records retention and destruction policy is of no further force or effect.

The adoption of this Records Retention Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Records Retention Policy shall become effective as of the date the Records Retention Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. Records. For the purposes herein, "Records" shall refer to the books and records, including financial records, as defined in TEX. PROP. CODE § 209.005 (m).

2. Applicability of Policy. This Records Retention Policy shall establish the periods for retention of Records by the Association and its policy for the destruction of the Records after the lapse of the periods hereinafter stated. The Records of the Association existing from and after the date of adoption of this Records Retention Policy shall be subject to retention and/or destruction as established by this Records Retention Policy. All Records of the Association existing prior to the effective date of this Records Retention Policy which are available to the Association as of the effective date of this Records Retention Policy shall be subject to retention and/or destruction as established by this Records Retention Policy. Any Records that do not have a records retention schedule stated herein may be destroyed and/or discarded at any time.

3. Storage of Documents. Records of the Association may be stored in paper and/or electronic form. All Records to be retained by the Association will be stored in a safe, secure, and reasonably accessible manner. Records which are essential to the day-to-day operation of the Association will be duplicated or backed up regularly and maintained in a location other than the principal office of the Association. The Association shall be responsible for maintaining the Records for the Association and complying with this Records Retention Policy.

4. Legal Files and Records. If at any time the Association is involved in litigation or reasonably anticipates it will be involved in litigation in the future, legal counsel shall be consulted to determine the retention period of any Records which are or may be related to such litigation or which may otherwise be identified by legal counsel.

5. Records Retention Schedule. Records which are not listed on the following schedule but are substantially similar to those listed will be retained for the appropriate period of time.

Governing Documents	**Records Retention Schedule**
Declarations, Covenants, Conditions, and Restrictions and all amendments	Permanent
Bylaws and all amendments	Permanent
Articles of Incorporation, Certificate of Formation, and all amendments	Permanent
Policies and all amendments	Permanent
Corporate Documents	**Records Retention Schedule**
Board Meeting Minutes	Current year + 7
Membership Meeting Minutes	Current year + 7
Proxies and Voting Records	Current year + 7
Committee Meeting Minutes	Current year + 7
Personnel Records (if any)	7 years after separation of employment
Architectural Records	**Records Retention Schedule**
AC Applications, Approved or Denied	Permanent
AC Variances, Approved or Denied	Permanent
Financial Documents	**Records Retention Schedule**
General Ledgers and Journals	Current year + 7
Year End Financial Statements	Current year + 7
Tax Returns	Current year + 7
Audit Reports	Current year + 7
Depreciable Schedules/Capital Inventory Plan	Current year + 7
Accounts Payable/Accounts Receivable Ledgers	Current year + 7
Expense Records	Current year + 7
Canceled Checks	Current year + 7
Electronic Payment Records	Current year + 7
Purchase Orders and Vendor Invoices	Current year + 7
Bank Statements	Current year + 7
Deposit Slips	Current year + 7
Budgets	Current year + 7
Petty Cash Vouchers	Current year + 7
Owners Account Records (Billing Statements, Letters, Payment Plan)	**Records Retention Schedule**
Account Records of Current Owners	Current year + 5
Account Records of Prior Owners	1 year after property sold
Contracts/Insurance/Legal	**Records Retention Schedule**
Contracts - Active	Current Version
Contracts - Expired	Current year + 4

Insurance Policies - Active	Current Version
Insurance Policies - Expired	Current year + 7
Insurance Records	Current year + 7
Settled Insurance Claims	Current year + 7
Legal Actions - Active	As instructed by legal counsel
Legal Actions – Completed or Resolved	4 years after completion or resolution of legal action or as otherwise instructed by legal counsel
Attorney Legal Opinions	Permanent

6. Destruction of Records. At the end of the retention period, Records are no longer considered Association Records and are subject to destruction. The Association will be responsible for the destruction of such Records. The destruction of paper Records can be accomplished by shredding or incinerating. Destruction of electronic Records can be accomplished by permanently deleting or otherwise destroying the electronic files or destroying the storage media on which the files are stored.

Before destruction of any Records, the Board of Directors must be notified in writing of the Records proposed to be destroyed in accordance with the Records retention schedule. The Board will review the information to ensure that items proposed for destruction comply with the Records retention schedule. Should any Records proposed for destruction include any Records related to legal actions, legal counsel will be consulted prior to any such destruction. If the Board or attorney indicates a Record should not be destroyed, then the Board or attorney will notify the Board that it should not be destroyed, the reason why, and the time period that the subjected Records shall be held beyond the Records retention period.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Records Retention and Destruction Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2023 and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Records Retention and Destruction Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2023.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

Or

Return Registration Form by email to: Info@NeighborhoodCo.com

3. By submitting an email registration form, the Member is affirmatively opting to allow the Association to use the alternative method of providing notice to provide to the Member notices for which another method is prescribed by law.

4. The Association shall provide a receipt of registration of the Member's email address by email within ten (10) days of receipt of the Promulgated Email Registration Form. If Member fails to receive a receipt within ten (10) days, Member shall notify Association of the failure to receive the receipt. If the receipt is not delivered to Member by Association, the presumption shall be Association does not have a valid registered email address. Proof of delivery of the Promulgated Email Registration Form shall be the responsibility of the Member of the Association. If the Member of the Association can produce no evidence of delivery, the failure to do so shall be evidence per se that registration by the Member of the Association was not completed as required herein and the Association shall have no duty to deliver an email notice pursuant to the Policy or otherwise.

5. No other form of email registration shall be accepted by the Association for the purpose of notices regardless of whether said email address has been used for communications to or from the Association previously.

6. It is the Member of the Association's duty to keep an updated email address registered with the Association for purposes of notification of Board of Directors meetings. To change or update an email address the member of the Association must submit a new Promulgated Email Registration Form.

7. This Policy is effective upon recordation in the Public Records of Comal County, Texas. Except as affected by TEX. PROP. CODE § 209.0042, all other provisions contained in the Association's Governing Documents or dedicatory instruments shall remain in full force and effect.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Email Registration Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2023, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Email Registration Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2023

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
PROMULGATED EMAIL REGISTRATION FORM

The undersigned hereby requests the Association provide all notifications to which an owner is entitled pursuant to the Governing Documents of the Association or the Texas Property Code by email to the email address registered herein.

Please type or print legibly

Email Address: _____

First Name: _____

Last Name: _____

Vintage Oaks Property Address: _____

Mailing Address (if different): _____

City, State & Zip: _____

NOTICE: **THE ASSOCIATION SHALL PROVIDE A RECEIPT OF REGISTRATION OF THE MEMBER'S EMAIL ADDRESS BY EMAIL WITHIN TEN (10) DAYS OF RECEIPT OF THE PROMULGATED EMAIL REGISTRATION FORM. IF MEMBER FAILS TO RECEIVE A RECEIPT WITHIN TEN (10) DAYS, MEMBER SHALL NOTIFY ASSOCIATION OF THE FAILURE TO RECEIVE THE RECEIPT. IF THE RECEIPT IS NOT DELIVERED TO MEMBER BY ASSOCIATION, THE PRESUMPTION SHALL BE ASSOCIATION DOES NOT HAVE A VALID REGISTERED EMAIL ADDRESS. PROOF OF DELIVERY OF REGISTRATION FORM TO THE ASSOCIATION IS THE RESPONSIBILITY OF MEMBER.**

NO OTHER FORM OF EMAIL REGISTRATION SHALL BE ACCEPTED BY ASSOCIATION. BY SUBMITTING AN EMAIL REGISTRATION FORM, THE MEMBER IS AFFIRMATIVELY OPTING TO ALLOW THE ASSOCIATION TO USE THE ALTERNATIVE METHOD OF PROVIDING NOTICE TO PROVIDE TO THE MEMBER NOTICES FOR WHICH ANOTHER METHOD IS PRESCRIBED BY LAW.

Signature: _____ **Date:** _____

ATTACHMENT 4

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
BEE KEEPING POLICY

This Bee Keeping Policy ("Bee Keeping Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Bee Keeping Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Bee Keeping Policy shall become effective as of the date the Bee Keeping Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. For the purposes of this Bee Keeping Policy:

(a) "Apiary" means a place where a bee colony is kept;

(b) "Bee" means any stage of the common domestic honey bee, Apis mellifera species;

(c) "Colony" means a hive and related equipment and appurtenances including bees, comb, honey, pollen, and brood; and

(d) "Hive" means a structure intended to house a colony.

2. **Bee Keeping is allowed in Vintage Oaks (not allowed in The Grove) provided the following guidelines are adhered to:**

(a) Approved by the ARA. The Association's Architectural Review Authority ("ARA") must approve:

(i) Color and location of the Apiary;

(ii) Screening of Langstroth-type Hive;

(iii) Three (3) operational/working Hives are permitted on Lots of three-quarters (3/4) of an acre or more; The third Hive is to keep Bees from swarming;

(iv) Water source must be located within five feet (5') of the Apiary;

(v) Submit type of Bees (Italian, etc.) to the ARA for approval; African Bees are prohibited;

(vi) The Apiary is to be located no closer than twenty-five feet (25') from the Property line, unless Property is adjacent to a green belt.

(b) Owner Accountability:

(i) Owner will secure Colony when temperatures are below thirty-two degrees Fahrenheit (32° F);

(ii) Owner will replace Queen Bee a minimum of every two (2) to three (3) years;

(iii) Owner will remove the Bees from Owner's Property if the Bees become a nuisance to neighboring property;

(iv) Owner shall keep a Colony in a Langstroth-type Hive with removable frames that is maintained in sound and usable condition;

(v) Owner shall provide a source of water to a Colony to prevent the Bees from congregating at a water source used by a human, bird, or domestic pet;

(vi) Owner shall store or dispose of bee comb or other material removed from the Hive in a sealed container, building, or other bee-proof enclosure;

(vii) Owner shall immediately replace the Queen in a Colony that exhibits aggressive characteristics, including stinging or attempting to sting without provocation, or a disposition towards swarming;

(viii) Owner shall be required to replace a Queen from bee stock bred for gentleness and non-swarming characteristics;

(ix) Owner may maintain a nucleus colony for each two (2) Colonies; Owner may house a nucleus colony in a structure not exceeding a standard 9 5/8-inch deep tin-frame hive body with no supers attached;

(x) Owner shall dispose of or combine a nucleus colony with an authorized colony not later than the 30th day after the date the nucleus colony is acquired.

3. Enforcement. If the Association/Property Management authority finds that a person has committed a violation of these guidelines, the authority may:

(a) Issue a non-compliant violation letter;

(b) Order that the person's Bees be destroyed or removed not later than the 20th day after the date of the decision;

(c) Assess a fine; and/or

(d) Suspension of privileges for the use of Common Areas.

4. Applications for approval of the installation of Bee Hives are subject to this Bee Keeping Policy and shall be submitted to the Association's Architectural Review Authority ("ARA") in the same manner as applications for approval of other Improvements within the Subdivision, however, the fee is waived. All ARA findings shall be in writing.

5. The ARA shall have thirty (30) days from the date all plans, specifications, deposits, and fees are submitted and received by the ARA to approve or disapprove the submittal. If the ARA fails to approve or disapprove such plans and documents in writing within the thirty (30) day period or the vote of the members of the ARA results in a tie, such plans, specifications, and documents **shall be deemed disapproved**.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Bee Keeping Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2022, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Bee Keeping Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 5

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
GENERATORS POLICY

This Generators Policy ("Generators Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the requirements of TEX. PROP. CODE § 202.019 for the adoption of a policy for the regulation of standby electric generators used by an Owner or resident on the Owner's or resident's Lot located within the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No.202206053304in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Generators Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Generators Policy shall become effective as of the date the Generators Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

The policy for the use of standby electric generators is as follows:

1. Architectural Review Approval Required. As part of the installation and maintenance of a generator on an Owner's Lot, an Owner may submit plans for and install a standby electric generator ("Generator") upon written approval by the Architectural Review Authority under the Declaration (the "ARA").

2. Generator Procedures and Requirements.

A. Application. Approval by the ARA is required prior to installing a Generator. To obtain the approval of the ARA for a Generator, the Owner shall provide the ARA with the following information (the "Generator Application"):

(i) the proposed site location of the Generator on the Owner's Lot;

(ii) a description of the Generator, including a photograph or other accurate depiction; and

(ii) the size of the Generator.

B. A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The ARA is not responsible for:

(i) errors or omissions in the Generator Application submitted to the ARA for approval;

(ii) supervising installation or construction to confirm compliance with an

approved Generator Application; or

(iii) the compliance of an approved application with Applicable Law.

3. Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

A. The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

B. The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

C. The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

D. The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

E. The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

F. The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

G. The Owner must screen a Generator if it is visible from the street faced by the Residence, located in an unfenced side or rear yard of a Lot, and is visible either from an adjoining residence or from Adjoining Property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from Adjoining Property owned by the Association. The ARA will require screening of the Generator if (i) visible from the street faced by the Residence; (ii) located in an unfenced side or rear yard of a Residence and is visible either from an adjoining Residence or from adjoining property owned by the Association; or (iii) located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining Residence or from adjoining property owned by the Association. This can be achieved through landscaping (minimum of thirty-six (36") tall evergreen plants at the time of installation, or a masonry wall (same masonry as residence). No wall may exceed five (5') feet.

H. The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

I. No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's Residence unless the utility-generated electrical power to the Residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

J. No Owner shall locate the Generator (i) in the front yard of a Residence.

K. No Owner shall locate a Generator on Property owned by the Association.

L. No Owner shall locate a Generator on any property owned in common by Members of the Association.

4. Process. Any proposal to install a Generator 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 the requirements set forth in this Generator Policy when considering any such request.

5. Approval.

A. The ARA shall have thirty (30) days from the date the Generator Application is submitted and received by the ARA to approve or disapprove the submittal. If the ARA fails to approve or disapprove the Generator Application in writing within the thirty (30) day period or the vote of the members of the ARA results in a tie, such Generator Application shall be deemed disapproved.

B. Each Owner is advised that if the Generator Application is approved by the ARA, installation of the Generator must:

(i) strictly comply with the Generator Application;

(ii) commence within thirty (30) days of approval; and

(iii) be diligently prosecuted to completion.

C. If the Owner fails to cause the Generator to be installed in accordance with the approved Generator Application, the ARA may require the Owner to:

(i) modify the Generator Application to accurately reflect the Generator installed on the Property; or

(ii) remove the Generator and reinstall the Generator in accordance with the approved Generator Application.

D. Failure to install the Generator in accordance with the approved Generator Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of the Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the ARA to resubmit a Generator Application or remove and relocate a Generator in accordance with the approved Generator Application shall be at the Owner's sole cost and expense.

[Signature on following page]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Generators Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2023 and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Generators Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2023.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
OPEN BOARD MEETINGS POLICY

This Open Board Meetings Policy ("Open Meetings Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Open Meetings Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Open Meetings Policy shall become effective as of the date the Open Meetings Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

The Policy for Open Board Meetings and for Members to address the Board is as follows:

1. Regular and special Board meetings shall be open to Members, subject to the right of the Board to adjourn a Board meeting and reconvene in closed executive session to consider actions involving personnel, pending or threatened litigation, contract negotiations, enforcement actions, confidential communications with the Association's attorney, 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.

2. Following an executive session, any decision made in the executive session must be summarized orally and placed in the minutes, in general terms, 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 sessions.

3. Except for a meeting held by electronic or telephonic means as permitted by the TEX. PROP. CODE § 209.0051(h), a Board meeting must be held in Comal County, Texas.

4. 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 in accordance with the Association's Records Production Policy.

5. All Members of the Association shall receive 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. Notice to Members shall be:

A. mailed to each Member not later than the tenth (10^{th}) day or earlier than the sixtieth (60^{th}) day before the date of the meeting; or

B. provided at least one hundred forty-four (144) hours before the start of a regular meeting and at least seventy-two (72) hours before the start of a special Board meeting by:

(1) posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members:

(i) in a place located on the Association's Common Area or, with the property owner's consent, on other conspicuously located privately owned property within the Subdivision; or

(ii) on any Internet website maintained by the Association or other Internet media; and

C. sending the notice by email to each Member who has registered an email address with the Association. It is a Member's duty to keep an updated email address registered with the Association.

6. 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. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board shall give notice of the continuation in at least one (1) manner prescribed by Section 5 above within two (2) hours after adjourning the meeting being continued.

7. The Board may meet by electronic and telephonic means, without prior notice to Owners under Section 5 above if each Director is given a reasonable opportunity to express the Director's opinion to all other Directors and to vote. Any action taken without notice to Members under Section 5 above 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 the Members, 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; increases in assessments;

E. increases in General Assessments or Neighborhood Assessments;

F. levying of special assessments;

G. appeals from a denial of the Architectural Review Authority; or

H. suspension of a right of a particular Member before the Member has the opportunity to attend a Board meeting to present the Member's position, including any defense,

on the issue;

I. lending or borrowing of money;

J. the adoption of amendment of a dedicatory instrument unless otherwise required by the dedicatory instrument to be approved by a greater percentage and/or to be approved by the Members;

K. the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by fifteen percent (15%) above that of the previous year and subject to requirements of the Second Amended and Restated Declaration;

L. the sale or purchase of real unimproved property;

M. the sale or purchase of improved property and additionally must be approved by an affirmative vote of seventy percent (70%) of the total outstanding votes of the Members;

N. the filling of a vacancy on the Board of Directors;

O. the construction of capital improvements costing up to a maximum of $250,000.00 other than the repair, replacement or enhancement of existing capital improvements; or

P. the election of an officer.

8. At any regularly scheduled meeting and at the discretion of the Board, at any special called meeting, Members, personally at the meeting if the meeting is an "in-person meeting", shall have priority to address the Board regarding issues relevant to the Association. After the attending Members have completed speaking and if there is time remaining for Members to speak as provided in Section 8.C below, the Members attending remotely shall be permitted to address the Board for the remaining open discussion period. The Members' open discussion shall be at the commencement of the meeting unless rescheduled by the Board to a later time. To address the Board, the Member shall comply with the following:

A. Prior to convening the meeting, the Member must sign in personally at the meeting and provide their name, Vintage Oaks address and the topic on which they wish to speak. The Members attending remotely shall private message the moderator of the meeting and provide the preceding information. The speaker will be limited to discussing the designated topic unless otherwise permitted by the Board, in its sole discretion.

B. The Member shall be limited to three (3) minutes for presentation of the topic unless the Board, at its sole discretion, grants an extension of time to the Member. To avoid a meeting from being excessively long, the combined period for Members to speak shall be limited to a collective twenty (20) minutes maximum. Another scheduled speaker may not yield his or her allotted time to another scheduled speaker without approval of the Board.

C. The Board, at its sole discretion, may terminate any presentation if the Board should so determine that the topic is irrelevant to the affairs of the Association.

D. The Board, at its sole discretion, may elect to reschedule any Member presentations to a subsequent regular or special meeting of the Board.

E. No Member shall otherwise speak at any meeting unless recognized by the

Chairman of the Board or the President.

F. Members shall refrain from using obscenity, vulgarity, or any breach of respect. Improper or disrespectful conduct shall result in the immediate expiration of the Member's allotted time and may result in the Member's expulsion from the meeting.

G. The Board may address a Member's comments during the question and answer session of the meeting or may defer its response to future meeting of the Board.

H. Unless comments relate to matters already on the agenda, or the Board adds the matter to the agenda for discussion purposes only, the Board, in its sole discretion will not address the topic at the Board meeting. The Board shall not take any action on any discussion item added to the agenda.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Open Board Meetings Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2023, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Open Board Meetings Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2023.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 7

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
RAINWATER COLLECTION SYSTEMS POLICY

This Rainwater Collection Systems Policy ("Rainwater Collection Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard ("Vintage Oaks at the Vineyard") subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Rainwater Collection Policy is adopted under the requirements of TEX. PROP. CODE § 202.007(d) for the adoption of a policy for the regulation of construction, installation, and maintenance of a Rainwater Collection System by an Owner or resident at the Owner's or resident's dwelling located within the boundaries of Vintage Oaks at the Vineyard, Comal County, Texas. Any previously adopted rainwater collection systems policy is of no further force or effect.

The adoption of this Rainwater Collection Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Rainwater Collection Policy shall become effective as of the date the Rainwater Collection Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. Definition. For purposes herein, the term "Rainwater Collection System" shall mean a system or series of mechanisms, including rain barrels, or cisterns designed primarily to collect rainwater for subsequent use by the Owner or Resident on the Owner's Lot. Owners in The Grove should refer to The Grove Site Design Guidelines regarding information and restrictions in their Units.

2. The Association may regulate the size, type, and shielding, and the materials used in the construction of a rain barrel, rainwater harvesting device, or other appurtenance that is located on the side of a Residence or at any other location that is visible from a Street, another Property, or a cul-de-sac, if:

A. the restriction does not prohibit the economic installation of the device or appurtenance on the Owner's Lot, and

B. there is reasonably sufficient area on the Owner's Lot in which to install the device or appurtenance.

3. Applications for approval of the installation of Rainwater Collection Systems are subject to this Rainwater Collection Policy and shall be submitted to the Association's Architectural Review Authority ("ARA") in the same manner as applications for approval of other Improvements within the Subdivision, however, the fee is waived. All ARA findings shall be in writing.

4. The ARA shall have thirty (30) days from the date all plans, specifications, deposits, and fees are submitted and received by the ARA to approve or disapprove the submittal. If the ARA fails to approve or disapprove such plans and documents in writing within the thirty (30) day period or the vote of

disapproved.

5. The ARA may deny an application for, or impose reasonable restrictions on, the installation of a Rainwater Collection System that does not meet one (1) or more of the required standards established by the Association.

6. Any such system shall:

A. be of a color, finish, and texture consistent, in the reasonable opinion of the ARA, with the color scheme of the Owner's Residence;

B. not display any language or other content that is not typically displayed on such barrel or system as it is manufactured;

C. not be located on Property owned by the Association or on Property owned in common by the Members of the Association or located between the front of the Owner's Residence and an adjoining or adjacent street;

D. to the greatest extent reasonably possible, be located or shielded to minimize the visual impact of the installation on Adjacent Properties, Lots, and Common Areas;

E. be constructed of a non-reflective material as galvanized material is prohibited;

F. cisterns shall not exceed eight feet'(8') in height; and

G. cisterns shall be screened from view Thirty-Six Inches (36") in height live screening, or masonry that matches the Residence may be required.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Rainwater Collection Systems Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2023 and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Rainwater Collection Systems Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2023

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 8

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
ROOFING MATERIALS AND APPROVAL POLICY

This Roofing Materials and Approval Policy ("Roofing Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Roofing Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. Any previously adopted roofing materials and approval policy is of no further force or effect. This Roofing Policy shall become effective as of the date the Roofing Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. For the purpose of this Roofing Policy, "Roofing Material" shall mean all types of shingles, inclusive of solar roof shingles pursuant to (e) below, proposed to be installed on the roof of the Owner's Residence or authorized outbuilding located on the Owner's Lot within the Subdivision when the shingles meet the following standards:

(a) They are designed primarily to:

(i) be wind and hail resistant;

(ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or

(iii) provide solar generation capabilities; and

(b) When installed:

(i) resemble the shingles used or otherwise authorized for use on property within the Subdivision;

(ii) are more durable than and are of equal or superior quality to the shingles provided for in section (a) above; and

(iii) match the aesthetics of the property surrounding the Owner's Residence.

(c) The pitch, color and composition of all roof materials must be approved in writing by the Architectural Review Authority ("ARA"), prior to commencement of construction. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the ARA.

(d) The roof pitch of the primary residence erected on a Lot must be appropriate for the style of home with a pitch of no less than 6:12 unless otherwise approved by the ARA. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the ARA.

(e) Roofing materials shall be limited to previously-approved earthen colored non-reflective metal, tile or 3-dimensional composition shingles with a rating of 25 years or more that conform to or exceed applicable local, FHS and VA requirements.

(f) In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing", with the advance written approval of the ARA. For the purposes of this subsection "Energy Efficiency Roofing" means shingles that are designed primarily to: (i) be wind and heat resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. The ARA will not prohibit Owner from installing Energy Efficiency Roofing provided that the Energy Efficiency Roofing singles comply with the provisions of this Roofing Policy.

(g) Other types of roofing material shall be permitted only with the advance written approval of the ARA.

(h) Prohibited Elements:

(i) Mansard, gambrel, galvanized metal, or chalet roofs;

(ii) Flat roofs (less than 6:12 pitch);

(iii) Non-dimensional or three tab composition shingles;

(iv) Shed roofs except as incidental to the main roof;

(v) Glossy metal and/or reflective materials or bright colors;

(vi) Natural, green, black or silver Galvalume;

(vii) Roof vents on the front plane of the residence;

(viii) On corner Lots Builder will make every effort to not install roof vents on street side or homes (unless prior written approval is obtained from the ARA;

(ix) Vents or skylights facing the street; and

(x) White or bubble skylights.

2. Applications for the installation of such Roofing Materials shall be submitted to the ARA in the same manner as applications for approval of any other Improvement. The ARA may require that the Owner/applicant provide supporting documentation from the manufacturer of the shingles which establishes that the proposed installation meets the above-described standards.

the members of the ARA results in a tie, such plans, specifications, and documents **shall be deemed disapproved.**

4. The ARA may deny an application for, or impose reasonable restrictions on, the installation of roofing materials that do not meet one (1) or more of the required standards. All ARA findings shall be in writing.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Roofing Materials Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.,** on the 28 day of December, 2023, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Roofing Materials Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 202_.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 9

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
SEASONAL AND HOLIDAY DECORATIONS AND LIGHTING POLICY

This Seasonal and Holiday Decorations and Lighting Policy ("Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No.202206053304in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Policy shall become effective as of the date this Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. General. An Owner may, in accordance with the restrictions herein, install seasonal and holiday decorations and lighting on their private property for seasonal holidays, such as Christmas, Thanksgiving, Halloween, etc., subject to the conditions established in this Policy.

2. Restrictions. Holiday decorations such as lights, wreaths, statuary, inflatables, and holiday flags, do not require prior written Architectural Review Authority ("ARA") approval, provided such decorations follow the guidelines, as determined by the ARA, including:

A. Holiday decorations and lights shall be of reasonable design and magnitude so to not disrupt neighboring residences and properties. Decorations may be installed thirty (30) days in advance of the applicable holiday but shall not be illuminated any earlier than thirty (30) days prior to the holiday date and must be entirely removed, including hanging hardware, no later than two (2) weeks after the holiday.

B. The exception to these requirements is the Christmas/Winter Holiday where decorations may be installed during early November (for installation requirements) but shall not be illuminated prior to Thanksgiving Day. Christmas/Winter Holiday lights may be illuminated nightly for two (2) weeks after the Christmas Holiday date. All lights and other displays must be entirely removed, including hardware, and taken down no later than February 1st of the following year.

C. Decorations must be maintained in good repair and not be allowed to encroach on neighboring properties. Decorations are not to include offensive language. No amplified music, amplified sound devices, or flashing or blinking lights, shall be left on after 11:00 p.m. nightly during the Holiday season.

D. The Grove has additional Seasonal and Holiday Lighting Restrictions that are found in The Grove Design Guidelines: Prohibited Elements. (Refer to *Section 7.13* of the Grove

Design Guidelines.)

E. All lights shall be installed or aimed so that they do not present a disabling glare to drivers or pedestrians or create a nuisance by projecting objectionable light onto a neighboring property.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Seasonal and Holiday Decorations and Lighting Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2022, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Seasonable and Holiday Decorations and Lighting Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 10

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
SIGN POLICY

This Sign Policy ("Sign Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Sign Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Sign Policy shall become effective as of the date the Sign Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. The following items are strictly regulated, and the Architectural Review Authority ("ARA") shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties. Each Owner must strictly comply with the terms of this Sign Policy unless approval or waiver in writing is obtained from the ARA. The Association may, but is not required to, adopt specific guidelines as part of the Grove Design Guidelines and Vintage Oaks Design Guidelines or rules, regulations and policies which address the following items. Signage nailed to, or otherwise attached to, trees or shrubs is prohibited.

A. No commercial or business sign of any kind, including subcontractor signs, shall be displayed by an Owner except such signs as may be required by legal proceedings and not more than one (1) professional security sign of such size deemed reasonable by the ARA in its sole discretion.

B. For Sale signs and signs saying "Free" are prohibited. Garage, Estate, or Yard sale signs must be approved by the property manager.

C. One professionally made "Available" sign, and a professionally made "Open House" sign that is to be used on weekends only. Refer to the Vintage Oaks Architectural and Site Design Guidelines *Section 4.03* - Builder Signs; and the Grove Architectural and Site Design Guidelines *Section 7.18* – Signage for examples.

D. Exceptions to signage rules shall include temporary signs such as birth announcements, other congratulatory signs, and school sports signs. In general, temporary signs must be removed within five (5) days of posting, excepting school sports signs that must be removed at the end of the school semester where appropriate.

E. Permanent Owner informational signs, such as Private Drive, No Turning, No Trespassing, and the like may be permitted if the signs are of an approved size (144 total sq. inches, with a maximum length of 18 inches), are ground-mounted, and are made of weatherproof, durable materials, such as resin, stone, or acrylic. Disposable or temporary (single use) signs made from

plastic with neon printing are not permitted. No trespassing and/or Beware of Dog only may be mounted on approved gate/fence to facilitate the visibility of the sign.

F. Owner reflective address signs purchased from Comal County Fire Services, brown in color, are permitted.

G. Unless in compliance with this Sign Policy, no signs shall be posted or erected by any Owner or Owner's family, lessees, tenants, invitees, licensees and guests within any portion of the Properties, including the Common Area, any Lot, any structure, or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling as determined in the reviewing body's discretion).

H. Political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one (1) sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Election Code are prohibited. Political flags may not be flown on Lot flagpoles.

2. The ARA reserves the right to prohibit signs and to restrict the size, content, color, lettering, design, and placement of any approved signs. All signage must be ground stake mounted and not mounted on the dwelling, fencing or trees of an Owner's Lot.

3. All authorized commercial and business signs must be Vintage Oaks approved signage, whether "Available" signs for a Lot under development, or an "Available" sign for an unimproved Lot. All Signage must be professionally prepared and approved by the Association. . Any unauthorized signs may be removed and disposed of by the Association. The restrictions set forth in this subsection shall not apply to entry, directional, or other signs installed by the Association at the sole discretion of the Board, or its duly authorized agent as may be necessary or convenient for the marketing and development of the Properties, including, without limitation, "Available" signs installed by Builders in accordance with the Architectural and Site Design Guidelines and the Grove Architectural and Site Design Guidelines.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Sign Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2022, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Sign Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 11

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
SOLAR ENERGY DEVICES POLICY

This Solar Energy Devices Policy ("Solar Energy Devices Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard ("Vintage Oaks at the Vineyard") subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

This Solar Energy Devices Policy is adopted under the requirements of TEX. PROP. CODE § 202.010 for the adoption of a Solar Energy Devices Policy that sets forth the limitations and requirements for the installation and maintenance of Solar Energy Devices and for the regulation of use of Solar Energy Devices by an Owner on the Owner's Lot located within the boundaries Vintage Oaks at the Vineyard, Comal County, Texas. Any previously adopted solar energy devices policy is of no further force or effect.

The adoption of this Solar Energy Devices Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Solar Energy Devices Policy shall become effective as of the date the Solar Energy Devices Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. For the purposes herein, the term "Solar Energy Device" or "SED" shall mean a system or series of mechanisms, including the solar tubes or solar shingles 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 in the production of power.

2. Solar panels shall be allowed to be placed on the roof of the Residence or ground-mounted, in a location approved by the Architectural Review Authority ("ARA"). All other locations are prohibited. Ground-mounted panels must not be visible from the front lot line of the Lot on which such solar panel is located. Ground-mounted solar panels cannot exceed six feet (6') in height. If the ARA, in its sole discretion, determines that the solar panels will detract from the overall ambiance of Vintage Oaks at the Vineyard, even if such solar panels meet the requirements set forth herein, the ARA may require additional screening requirements (masonry wall, etc.) or shall not approve the use of such solar panels. For roof mounted solar panels Owners should check with the contractor to ensure roof warranty is not voided due to the installation of panels on the roof.

3. Applications for approval of the installation of Solar Energy Device subject to this Solar Energy Devices Policy shall be submitted to the Association's ARA in the same manner as applications for approval of other Improvements within Vintage Oaks at the Vineyard, however, the fee is waived. All ARA findings shall be in writing.

4. The ARA shall have thirty (30) days from the date all plans, specifications, and deposits, if required, are submitted and received by the ARA to approve or disapprove the submittal. If the ARA fails

to approve or disapprove such plans and documents in writing within the thirty (30) day period or the vote of the members of the ARA results in a tie, such plans, specifications, and documents **shall be deemed disapproved**.

5. If installed on the roof of the Owner's Residence, the SED shall:

A. not extend higher than or beyond the roofline;

B. conform to the slope of the roof;

C. have a top edge that is parallel to the roofline; and

D. have a frame support bracket or visible wiring or piping that is in silver, bronze or black color commonly available in the marketplace, and is appropriate to the materials of and harmonious with the Residence.

6. If installed in a fenced yard or patio owned and maintained by the Owner, the SED as installed may not exceed the height of a fence that meets applicable height requirements in the Governing Documents of the Association or restrictive covenants applicable to Vintage Oaks at the Vineyard. The ARA reserves the right to require additional screening as necessary.

7. The ARA may deny an application for, or impose reasonable restrictions on, the installation of an SED that:

A. As adjudicated by a Court, threatens the public health or safety or violates a law;

B. is located on Property owned or maintained by the Association;

C. is located on Property owned in common by the Members of the Association;

D. is located in an area on the Owner's Lot other than the roof of the home or in a fenced yard or patio owned and maintained by Owner;

E. does not meet all requirements for installation of the SED on a roof or in a fenced yard or patio owned and maintained by the Owner as set out above;

F. was installed without prior approval of the ARA; or

G. the ARA finds that placement of the SED as proposed will substantially interfere with the use and enjoyment of land by causing unreasonable discomfort due to the SED by all property owners of adjoining property.

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Solar Energy Devices Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2022, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Solar Energy Devices Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

ATTACHMENT 12

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
YARD ART POLICY

This Yard Art Policy ("Yard Art Policy") of the Property Owners Association of Vintage Oaks, Inc. (the "Association") was duly adopted on the 28th day of December, 2022, setting forth certain policies of the Association in connection with the management of the Association and the properties known as Vintage Oaks at the Vineyard, subject to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded as Document No. 202206053304 in the Official Public Records of Comal County, Texas; and all amendments, annexations and supplements thereto (collectively, "Declaration"), the Bylaws of the Association, and all policies, rules, and regulations duly adopted by the Association from time to time (collectively, "Governing Documents").

The adoption of this Yard Art Policy for the purposes stated herein is in compliance with the TEX. PROP. CODE § 202.006, requiring all property owners' associations to file all Governing Documents in the real property records of each county in which the Property to which the Governing Documents relate is located. This Yard Art Policy shall become effective as of the date the Yard Art Policy is filed in the Official Public Records of Comal County, Texas.

Capitalized terms contained herein shall have the definitions as set forth in the Declaration, as applicable.

1. General. An Owner may install yard art ("Yard Art") on their Lot, provided they follow these guidelines.

2. Restrictions.

A. All Yard Art is limited in size, quantity, and type, and may be subject to approval. Yard Art includes, but is not limited to, any metal, wood, glass, resin, concrete, or stone object. Yard Art may include figurines, statuary, pots, water fountains, water features, free-standing art, or antique pieces, such as farm implements set out for display on Lots in Vintage Oaks. Yard Art is often displayed in flower beds as well as turf grass of the Manicured Landscape areas. Yard Art objects must be free-standing or have the appearance of being free-standing in that objects must not require T-post stakes, or like stakes to remain upright. Yard Art that contains a light feature is subject to Lighting conditions and restrictions as detailed in the Design Guidelines.

B. Yard Art objects on Lots in Vintage Oaks larger than thirty-six inches (36") in width and thirty-six inches (36") in height, shall require written approval of the Architectural Review Authority for use in a street-front facing yard.

[Signature on following page]

CERTIFICATE OF OFFICER

The undersigned certifies that the foregoing Yard Art Policy was duly approved and adopted by the Board of Directors of the **PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.**, on the 28 day of December, 2022, and that the undersigned has been authorized by the Board of Directors to execute and record this instrument. The undersigned further certifies that the foregoing Yard Art Policy constitutes a dedicatory instrument under TEX. PROP. CODE § 202.006 which applies to the operation of Vintage Oaks at the Vineyard, a subdivision located in Comal County, Texas, as hereinabove described.

Signed this 28 day of December, 2022.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
DONALD E. WAGNER, President

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/29/2022 01:17:49 PM
TERRI 39 Pages(s)
202206053399

Bobbie Koepp

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
for
PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

THE STATE OF TEXAS §
§
COUNTY OF COMAL §

The undersigned, LAURA FICCO, President of The Neighborhood Company, the Managing Agent for PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., a nonprofit corporation (the "Association") organized and existing under the laws of the State of Texas, submits the following information pursuant to TEX. PROP. CODE § 209.004 which supersedes any prior Management Certificate filed by the Association:

1. Name of the Subdivision: Vintage Oaks at the Vineyard

2. Name of Association: Property Owners Association of Vintage Oaks, Inc.

3. Recording Data for the Subdivision: Official Public Records of Comal County, Texas

UNIT NUMBER	SUBDIVISION NAME	DOCUMENT NUMBER
1	Vintage Oaks at The Vineyard Unit 1, (SAVE AND EXCEPT Lot 2R, Vintage Oaks according to certain Replat recorded as Document No. 201806031474)	200706000394
2	Vintage Oaks at The Vineyard Unit Two	200706040713
3	Vintage Oaks at The Vineyard Unit 3	201206036750
4	Vintage Oaks at The Vineyard Unit 4	201206040252
5	Vintage Oaks at The Vineyard Unit 5	201306040370
6	Vintage Oaks at The Vineyard Unit 6	201306051565
7	Vintage Oaks at The Vineyard Unit 7	201406005729
8	Vintage Oaks at The Vineyard Unit 8	201406026476
9	Vintage Oaks at The Vineyard Unit 9	201506011975
10	Vintage Oaks at The Vineyard Unit 10	201506042037
11	Vintage Oaks at The Vineyard Unit 11	201506048246
12	Vintage Oaks at The Vineyard Unit 12	201606022241
13	Vintage Oaks at The Vineyard Unit 13	201606041095
14	Vintage Oaks at The Vineyard Unit 14	201706006744
15	Vintage Oaks at The Vineyard Unit 15	201706006749
16	Vintage Oaks at The Vineyard Unit 16	201706026888
17	Vintage Oaks at The Vineyard Unit 17	201706036819
18	Vintage Oaks at The Vineyard Unit 18	201806005052
19	Vintage Oaks at The Vineyard Unit 19	201806006077
20	Vintage Oaks at The Vineyard Unit 20	201806019282
21	Vintage Oaks at The Vineyard Unit 21	201806030248
22	Vintage Oaks at The Vineyard Unit 22	201806032357
23	Vintage Oaks at The Vineyard Unit 23	201906007202

24	Vintage Oaks at The Vineyard Unit 24	201906011302
25	Vintage Oaks at The Vineyard Unit 25	201906013327
26	Vintage Oaks at The Vineyard Unit 26	201906028631
27	Vintage Oaks at The Vineyard Unit 27 *[converts Lots 23 & 40R, Vintage Oaks at The Vineyard, Unit 18, into Vintage Oaks at The Vineyard Unit 27]*	202006030773
28	Vintage Oaks at The Vineyard Unit 28	202006037730
29	Vintage Oaks at The Vineyard Unit 29	202106018739
30	Vintage Oaks at The Vineyard Unit 30	202206006690

4. Recording Data for the Declaration, Supplements and Amendments as of the date hereof: Recorded in the Official Public Records of Comal County, Texas

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS		**DOCUMENT NUMBER**
Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Vintage Oaks at the Vineyard		202206053304
SUPPLEMENTAL DECLARATIONS		
UNIT NUMBER	**DOCUMENT**	**DOCUMENT NUMBER**
One	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One, ***Amended by:*** First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One Second Amendment to The First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One	200706000772 200706015464 200706027104
Two	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit Two	200706040721
3	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 3	201206037003
4	Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 4	201206041113
5	First Amended Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 5, *[amended and replaced prior Fifth Supplemental Declaration recorded as Doc. No. 201306039084]*	201306042081
6	Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 6	201306051741

7	Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 7	201406006128
8	Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 8	201406026570
9	Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 9	201506012054
10	Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 10	201506042121
11	Eleventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 11	201506048349
1, 2, 4, 5, 6, 7 8, 10 and 11	Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions Unit 1, Unit 2, Unit 4, Unit 5, Unit 6, Unit 8, Unit 9, Unit 10, Unit 11	201706028671
12	Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 12	201606024016
13	Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 13	201606045633
14	Fourteenth Supplement to Declaration of Covenants Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 14	201706007697
15	Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard The Grove, Unit 15	201706008104
16	Sixteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 16	201706027258
17	Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 17	201706037155
18	Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 18 ***Amended by:*** First Amendment to the Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 18	201806005728 201806021323
19	Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 19 ***Amended by:*** First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 19	201806006130 201806021325

20	Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 20	201806020106
21	Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 21	201806030528
22	Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 22	201806033120
23	Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 23	201906007292
24	Twenty-Fourth Supplement to Declaration of Covenants, Conditions, and Restrictions for Vintage Oaks at The Vineyard, Unit 24	201906011867
25	Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 25	201906013760
26	Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 26	201906032537
27	Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 27	202006033902
28	Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 28	202006038426
29	Twenty-Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 29	202106058260
30	Thirtieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 30	202206007284
1, 2, 4, & 16	Vintage Oaks at the Vineyard [Gated Roadway Construction Fee] [Units 1, 2, 4, & 16] Comal County, Texas	202206002224

5. Recording Data for the Articles, Bylaws, Rules, Regulations and Policies as of the date hereof: Recorded in the Official Public Records of Comal County, Texas

ARTICLES AND BYLAWS	**DOCUMENT NUMBER**
Notice of Filing of Certificate of Formation Property Owners Association of Vintage Oaks, Inc.	202206040190
Affidavit in Compliance with Tex. Prop. Code § 202.006 with: Restated Bylaws of Property Owners Association of Vintage Oaks, Inc.	202206053376
POLICIES, RULES, RESOLUTIONS, AND GUIDELINES	**DOCUMENT NUMBER**
Property Owners Association of Vintage Oaks, Inc.	201706038551

Amended Fine Enforcement Policy	
Property Owners Association of Vintage Oaks, Inc. Assessment Collection Policy	201706050096
Property Owners Association of Vintage Oaks, Inc. Fireworks Policy	201706050099
Vintage Oaks COVID-19 Policy - Amenities Policy [Comal County, Texas]	202006018349
Vintage Oaks at The Vineyard Supplemental Policies and Rules Adopted Pursuant to the 2021 Legislative Session Includes: Covenant Violation Hearing Procedures; Board of Director Meeting Notice Requirements; Service Contract Bid Procedures; Pool Enclosures and Security Measures Policy; Assessment Collection – Delinquency Cure Deadlines; Religious Display Policy; and Statement Notice of Posting and Recordation of Documents	202106055905
Leasing Policy Vintage Oaks Comal County	202206040110
Vintage Oaks at The Vineyard Third Amended and Restated Architectural and Site Design Guidelines [Comal County, Texas]	202206053386
Vintage Oaks at The Vineyard [The Grove] [Comal County, Texas] Second Amended and Restated Design Guidelines	202206053388
Property Owners Association of Vintage Oaks, Inc. Resolution Adopting Supplemental Policies Includes: Records Production and Copying Policy; Records Retention and Destruction Policy; Email Registration Policy with sample Promulgated Email Registration Form; Bee Keeping Policy; Generators Policy; Open Board Meetings Policy; Rainwater Collection Systems Policy; Roofing Materials and Approval Policy; Seasonal and Holiday Decorations and Lighting Policy; Sign Policy; Solar Energy Devices Policy; and Yard Art Policy	202206053399

6. Association Fees Related to Property Transfer:

Resale Certificate Fee:	$375.00
Transfer Fee:	$375.00
Working Capital Assessment (Unimproved Lots):	$750.00
Working Capital Assessment (Improved Lots):	$1,500.00

7. Mailing Address for the Association:

Property Owners Association of Vintage Oaks, Inc.
1118 Vintage Way
New Braunfels, Texas 78132

8. Association Management or Representative and Contact Information:

The Neighborhood Company
1118 Vintage Way
New Braunfels, Texas 78132
Phone: 830-264-2454
Email: info@NeighborhoodCo.com

9. Association Website:
www.VintageOaksOwners.com

Executed on this 25 day of January 2023.

PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.

By: _____
LAURA FICCO, President,
The Neighborhood Company,
Managing Agent

STATE OF TEXAS §
§
COUNTY OF COMAL §

BEFORE ME, the undersigned notary public, on this 25 day of January, 2023, personally appeared LAURA FICCO, President of The Neighborhood Company, the Managing Agent for PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.

NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/08/2024
ID No 132772463

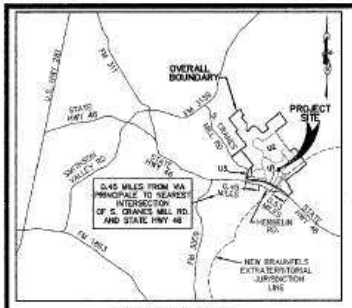
_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
Michael B. Thurman
THURMAN & PHILLIPS, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: (210) 341-2020
Email: mike@thurmanphillips.com

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/27/2023 08:10:36 AM
LOUISA 6 Pages(s)
202306002768

Bobbie Koepp

201806030238



LOCATION MAP
NOT TO SCALE

LEGEND

- 1/2" DIAMETER IRON PINS FOUND WITH YELLOW CAP STAMPED "SHERWOOD SURVEYING" UNLESS NOTED
- 1/2" DIAMETER IRON PINS SET WITH YELLOW CAP STAMPED "SHERWOOD SURVEYING"
- BSL — BUILDING SETBACK LINE
- MPRCOT — MAP & PLAT RECORDS, COMAL COUNTY, TEXAS
- ORIGINAL ITEM BEING AMENDED
- ITEM AS AMENDED

MAIN OFFICE
POST OFFICE BOX 970
SPRING BRANCH, TEXAS 78070
PHONE * (830) 228-0446
FAX * (830) 885-2170

M & S ENGINEERING, L.L.C.
ENGINEERS, PLANNERS, SURVEYORS
TEXAS REGISTERED ENGINEERING FIRM NO. F-1054

BRANCH OFFICES
P.O. BOX 391
McQUEENEY, TEXAS 78123
370 LANDA ST.
NEW BRAUNFELS, TEXAS 78130
PHONE * (830) 629-2938

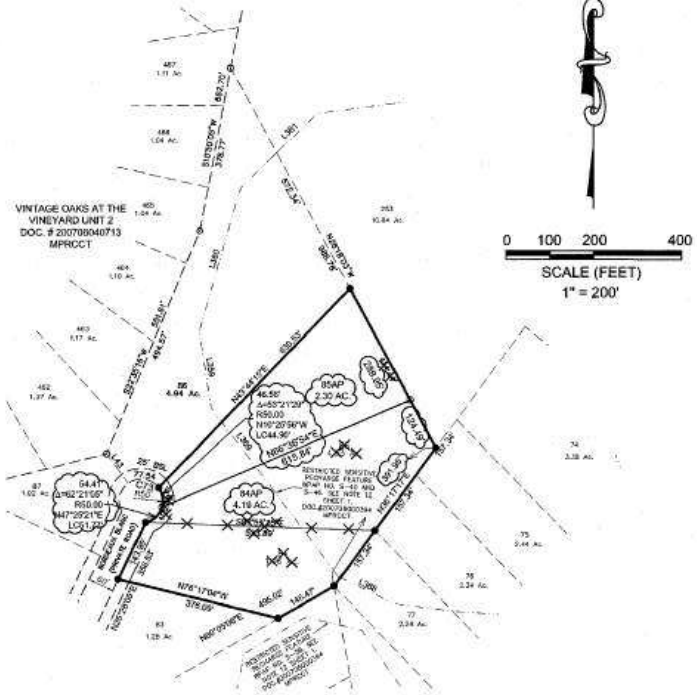
SHERWOOD SURVEYING & S.U.E.
POST OFFICE BOX 992
SPRING BRANCH, TEXAS 78070
PHONE * (830) 228-0446

AMENDING PLAT OF VINTAGE OAKS AT THE VINEYARD, UNIT 1 AMENDING LOTS 84 AND 85, ESTABLISHING LOTS 84AP AND 85AP

THIS AMENDING PLAT CONTROLS OVER THE PRECEDING PLAT, VINTAGE OAKS AT THE VINEYARD, UNIT 1 RECORDED IN DOC.#200708000394 OF THE COMAL COUNTY MAP AND PLAT RECORDS, WITHOUT THE VACATION, REVISION, OR CANCELLATION OF THE PRECEDING PLAT.

NOTES:

1. IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 232.0095, THE PURPOSE OF THIS AMENDING PLAT IS TO RELOCATE THE LOT LINE BETWEEN ADJACENT LOTS 84 AND 85.
2. DATE OF PLAT PREPARATION: JULY 11, 2018



STATE OF TEXAS
COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY AMEND THE PLAT AS SHOWN.

BY: Cary Mark Graham Cindy Graham

CARY MARK & CINDY GRAHAM
OWNERS OF LOTS 85
1615 BORDEAUX BLANC
NEW BRAUNFELS, TX. 78132

STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED CARY MARK & CINDY GRAHAM KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 19 DAY OF July A.D., 2018

Kristina Elaine Denham
NOTARY PUBLIC, STATE OF TEXAS
Kristina Elaine Denham
NOTARY PUBLIC (PRINT NAME)

KRISTINA ELAINE DENHAM
My Notary ID # 129272794
Expires January 21, 2021

STATE OF TEXAS
COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

THE OWNERS OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAMES ARE SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY AMEND THE PLAT AS SHOWN.

BY: Stephen Grant Brown Melissajane Brown

STEPHEN GRANT & MELISSA JANE BROWN
OWNERS OF LOTS 84 AND 85
606 HAYS DR
KELLER, TX. 76248

STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEPHEN GRANT & MELISSA JANE BROWN KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 24 DAY OF July A.D., 20__

NOTARY PUBLIC, STATE OF TEXAS
Joseph Ploszewski
NOTARY PUBLIC (PRINT NAME)

JOSEPH PLOSZEWSKI
Notary ID # 129266965
My Commission Expires
July 24, 2020

LINE TABLE		
L43	83.88'	N35°57'55"W
L359	176.10'	N08°41'16"W
L360	342.21'	N16°09'28"E
L361	241.52'	N45°56'23"E
L368	143.93'	N64°07'38"W
L369	484.86'	N36°57'41"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C73	249.81'	50.00'	37.50'	60.00'	N64°31'55"W	286°15'37"

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

RICHARD A. GOODWIN
4069
REGISTERED PROFESSIONAL LAND SURVEYOR

RICHARD A. GOODWIN
REGISTERED PROFESSIONAL LAND SURVEYOR #4069
SHERWOOD SURVEYING & S.U.E.
P.O. BOX 992
SPRING BRANCH, TEXAS 78070

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 23 DAY OF July A.D., 2018

Kristina Elaine Denham Kristina Elaine Denham
NOTARY PUBLIC, STATE OF TEXAS

KRISTINA ELAINE DENHAM
My Notary ID # 129272794
Expires January 21, 2021

STATE OF TEXAS
COUNTY OF COMAL

I, BOBBIE KOEPP, COUNTY CLERK OF COMAL COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 3 DAY OF August A.D., 2018 AT 10:41 A AND DULY RECORDED THE 3 DAY OF August A.D., 2018 AT 10:41 A IN THE RECORDS OF MAPS AND PLATS IN SAID OFFICE, OF SAID COUNTY, IN DOCUMENT # 201806030238 IN TESTIMONY WHEREOF WITNESS MY HAND AND OFFICIAL SEAL OF OFFICE THIS 3 DAY OF August A.D. 2018

COUNTY CLERK
COMAL COUNTY, TEXAS
BY: Tammy Kowalski
DEPUTY

AMENDING PLAT OF VINTAGE OAKS AT THE VINEYARD, UNIT 1, AMENDING LOTS 84 AND 85, ESTABLISHING LOTS 84AP AND 85AP HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF COMAL COUNTY, TEXAS AND IS HEREBY APPROVED FOR FILING BY SAID COURT ON August 2 2018

DATED THIS 2nd DAY OF August A.D., 2018.

BY: COUNTY JUDGE

ATTEST: COUNTY CLERK - DEPUTY

JOB # : 188SW000 DATE: JULY 18, 2018 SHEET 1 OF 1

Date: Jul 19, 2018, 9:23am User ID: brandon File: S:\Active Projects_2018\10 New Braunfels Retreat Civil\2018SW000 Plat\Lots 84-85 VOV UT1.dwg\188SW000-PLAT-PLH-001 - AMENDING PLAT.dwg