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SUBDIVISION PLAT
(PLAT)

**NAME OF
SUBDIVISION:**

**VINTAGE OAKS AT THE VINEYARD,
U10**

**THE ATTACHED DRAWING IS FOR *REFERENCE USE ONLY*.
REFER TO MAP AND PLAT RECORDS FOR OFFICIAL PLAT RECORDING.**

PREPARED IN THE OFFICE OF THE COMAL COUNTY CLERK

BY: *Jammy Kowalski*
Deputy Clerk

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Bobbie Koepf, County Clerk
Comal County, Texas
10/15/2015 03:28:55 PM
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Bobbie Koepf

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**TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
FILED BY AND RESTRICTIONS FOR
PRESIDIO TITLE VINTAGE OAKS AT THE VINEYARD, UNIT 10**

THIS TENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD, UNIT 10, is made as of the date listed below, by SOUTHSTAR AT VINTAGE OAKS, LLC (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant's predecessor in title 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 "Master Declaration"); and

WHEREAS, Declarant's predecessor in title 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's predecessor in title 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 Document #200706015464 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Second Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One under Clerk's Document #200706027104 in the Official Public Records of Comal County, Texas (herein referred to as the "Second Amendment"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit Two under Clerk's Document #200706040721 in the Official Public Records of Comal County, Texas (herein referred to as the "Second Supplement"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain First Amendment to Declaration of Covenants, Conditions and

Restrictions for Vintage Oaks at the Vineyard, all Units under Clerk's Document #201106044284 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant prepared and filed of record that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 3 under Clerk's Document #201206037003 in the Official Public Records of Comal County, Texas (herein referred to as the "Third Supplement");

WHEREAS, Declarant prepared and filed of record that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4 under Clerk's Document #201206041113 in the Official Public Records of Comal County, Texas (herein referred to as the "Fourth Supplement");

WHEREAS, Declarant prepared and filed of record that certain Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 5 under Clerk's Document #201306039084 in the Official Public Records of Comal County, Texas and such was amended by the First Amendment to the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 5 and filed of record at Clerk's Document #201306042081, Official Public Records of Comal County, Texas (herein collectively referred to as the "Fifth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Sixth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 6 under Clerk's Document #201306051565 in the Official Public Records of Comal County, Texas (herein referred to as the "Sixth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Seventh Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 7 under Clerk's Document #201406006128 in the Official Public Records of Comal County, Texas (herein referred to as the "Seventh Supplement")

WHEREAS, Declarant prepared and filed of record that certain Eighth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 8 under Clerk's Document #201406026570 in the Official Public Records of Comal County, Texas (herein referred to as the "Eighth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Ninth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage

Oaks, Unit 9 under Clerk's Document # 201506012054 in the Official Public Records of Comal County, Texas (herein referred to as the "Ninth Supplement")

WHEREAS, through an Assignment of Declarant's Rights, SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company was assigned all Declarant's Rights in the Vintage Oaks development in a document filed of record at Clerk's Document #201206016339, Official Public Records of Comal County, Texas (hereinafter referred to as the "Assignment"); and

WHEREAS, Declarant is the owner of the real property described as 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 (the "Additional Property"); and

WHEREAS, pursuant to the terms of Article 7 of the Master Declaration, the Declarant may submit additional property as described on Exhibit "B" of the Master Declaration to the terms of the Master Declaration.

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

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Master Declaration, namely Vintage Oaks at the Vineyard, Unit 10.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant hereby subjects the Additional Property (Vintage Oaks, Unit 10) to the provisions of the Master Declaration and this Tenth Supplemental Declaration, 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 Tenth Supplemental Declaration and the Master 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 Tenth Supplemental Declaration shall be binding upon in accordance with the terms of the Master Declaration.

No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants of other terms and provisions contained in this Tenth Supplement or contained in the Master Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no

warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE 1

Definitions

The definitions set forth in Article 1 of the Master Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein. Except as expressly defined in this Tenth Supplemental Declaration, all capitalized terms have the meaning(s) assigned in the Master Declaration.

ARTICLE 2

Neighborhood Designation

The Property is hereby annexed into, and shall hereafter be subject to the terms and provisions of, the Master Declaration, except as otherwise provided in this Tenth Supplemental Declaration. Whenever the term "Property" is used in the Master Declaration, such term shall hereafter include the Property described above on the plat of Vintage Oaks, Unit 10 (as "Additional Property"), except as otherwise provided in this Tenth Supplemental Declaration or in the Master Declaration. The Property shall be designated as a Neighborhood which shall be known as "Vintage Oaks, Unit 10".

ARTICLE 3

Use Restrictions

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

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 shall have no less than three thousand, (3,000) square feet of heated and cooled 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.

3.1.1. **Lots greater in size than two acres.** Lots consisting of more than two (2) acres or combined single lots (through a replat in Comal County, Texas) that are greater than 2.00 acres may have a maximum of three (3) buildings, including the Dwelling, located on the Lot. Lots consisting of more than two (2) acres 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 dwelling's livable square footage, and (ii) is built during or after completion of construction of the Dwelling. Lots consisting of two (2) acres or less may not have a detached guesthouse/servant's quarters building on the Lot.

3.1.2. Other buildings. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this Paragraph 3.1 and its subparts. 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-five percent (25%) of the main Dwelling, based on square footage of living area. Detached garages and workshops must be erected, altered or placed on the Lot, 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 (only applicable to Lots that are two (2) or more acres in size), barns and detached garages may be the same height as the Dwelling, but cannot be taller than the main Dwelling.

3.1.3. New Materials. 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. 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 chimneys must have a masonry exterior. Improvements on all Lots must be built on a concrete slab constructed with concrete and rebar and/or on a pier foundation.

3.1.4. Roofing. All Dwellings and other buildings must have tile, standing seam metal or metal roofs, as approved by the ARB.

3.1.5. Garages. 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 five (5) cars, must have finished interiors (sheet rocked, taped/floated and painted) and must face away from all roadways. Special consideration will be given to a single 3rd car front facing garage on a case by case basis provided the use of proper screening. Special consideration will also be given to corner lots, i.e. the garage must face away from the street on which the home is addressed. No carports shall be allowed. Porte-cocheres may be allowed by the Architectural Review Board (ARB) or appropriate architectural control reviewing body on a case-by-case basis.

3.1.6. **Construction Time.** 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, asphalt or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit. 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.

3.3. Landscaping. All homes must be landscaped. (See Design Guidelines for details.). Landscaping plans must be submitted for review by the Architectural Review Board no later than ninety (90) days after plan approval by the ARB. Any additional delay must be with the approval of the ARB.

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.

3.5. Drainage Facilities in Existing 20-foot Utility Easements Prohibited. No drainage facilities shall be allowed, located or constructed within the dedicated Easements that are adjacent to public or private right of ways. Such 20-foot easements have been dedicated per the Plat of Unit 9 and are depicted on the Plat, which are hereby incorporated herein by reference as if set forth in full.

3.6. Fences. Fences are allowed for all lots within Unit 10. Certain fence types such as chain-link or split-rail fences are prohibited. Refer to the Architectural and Site Design Guidelines for allowed fence types. All fences must be submitted for review and approval by the Architectural Review Board (the "ARB") prior to construction.

3.7. Trees. There can be no clear cutting or destruction of all the trees on a lot. Owners must strive to maintain the natural trees located on the lot. Any removal of trees with a caliper measurement of greater than four (4) inches that is not directly located on the pad site must have ARB approval prior to removal.

ARTICLE 4 Neighborhood Assessments

4.1 Lots contained in Vintage Oaks, Unit 10, Canyon Ranch shall have private roads and the assessment for maintaining the roads shall be borne by only Lots in Canyon Ranch and not the full Association.

4.2 If one (1) or more lots are combined into a single composite build site, the lot owner shall remain responsible for paying all associated Assessments for each lot as shown on the original plat regardless of the composite build site; however, only one (1) Assessment will be due on a single composite building site, when 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 Declarant/Association.

4.3 The Association shall have the right to levy, fine and lien the owners of VINTAGE OAKS, Unit 10 for non-payment of the Neighborhood Assessment as stated in the Master Declaration for non-payment of Association Fees and/or Assessments.

ARTICLE 5 Amendment to Supplemental Declaration

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

5.2 By Members. In addition to the requirements of Section 15.2(b) of the Master Declaration with respect to amendment by Members, any amendment to this Tenth 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 Tenth Supplemental Declaration.

ARTICLE 6 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 Tenth Supplemental Declaration on this the 30th day of September, 2015.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC

By: 
Thad Rutherford, Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of September, 2015, by Thad Rutherford, Vice President of SOUTHSTAR AT VINTAGE OAKS, LLC, on behalf of said limited liability company.


Notary Public, State of Texas



Filed and Recorded
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Comal County, Texas
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 *Bobbie Koepf*



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.

4820-0914-6154v.1 58617-1 11/11/2015

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



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Bobbie Koepf

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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: *Laura Fico*
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 Korb
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.

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Bobbie Koepf

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

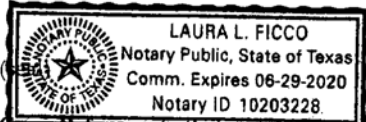
ADOPTED:

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: [Signature]
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.



[Signature]
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.

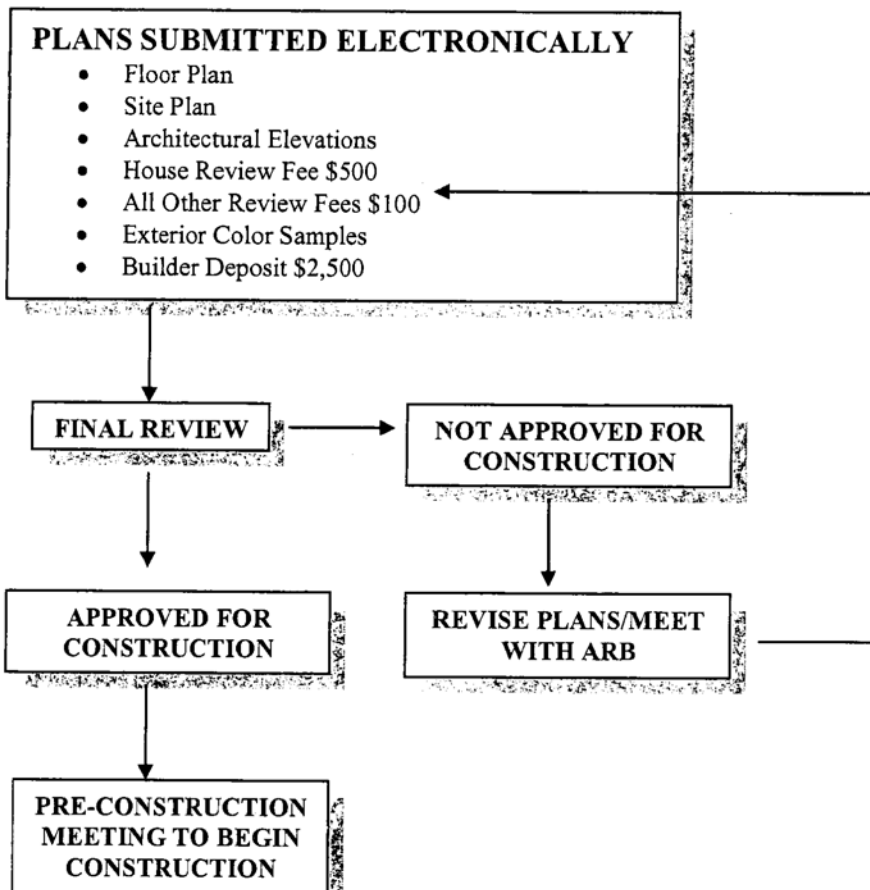
3.09 Renovation / Additions to Existing Structures

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 peeled 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 it 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 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	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 determining 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, outcroppings, 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	
<i>Botanical Name</i>	<i>Common Name</i>
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*

SHRUBS

<i>Botanical Name</i>	<i>Common Name</i>
Anisacanthus Wrightii	Flame Aacanthus*
Lantana Horrida	Texas Lantana*
Opuntiaspp	Cactus*
Rhus Virens	Evergreen Sumac*
Salvia Greggii	Autumn Sage*

ANNUALS, PERENNIALS & GRASSES

<i>Botanical Name</i>	<i>Common Name</i>
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
Liatriis	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

<i>Botanical Name</i>	<i>Common Name</i>
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

<i>Botanical Name</i>	<i>Common Name</i>
Abelia spp	Abelia*
Aspidisstra Elatior	Cast-Iron Plant*
Aucubajaponica	Japanese Aucuba*
Berberis Thunbergii	Redleaf Barberry*
Berberis Trifoliolata	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)	
<i>Botanical Name</i>	<i>Common Name</i>
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	
<i>Botanical Name</i>	<i>Common Name</i>
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*
Nephrolepis spp	Sword Fern*
Salvia Farinacea	Mealy Blue Sage
Salvia spp	Indigo Spires*

Senecio Cineraria	Dusty Miller*
Tagetes spp	Mexican Mint Marigold*
Thelypteris Kunthii	Wood Fern*
Verbena Tenuisecta	Moss Verbena*
Vinca Rosea	Periwinkle*
Zinnia spp	Zinnia*
GROUND COVERS	
<i>Botanical Name</i>	<i>Common Name</i>
Ophiopogon japonicus	Mondo Grass
Thymus spp	Creeping Thyme
Trachelospermum Asiaticum	Asian Jasmine
LAWN/TURF GRASS	
<i>Common Name</i>	
Bermuda, Improved Varieties Zoysia, Improved Varieties	
Buffalo Grass, Improved Varieties	
VINES	
<i>Botanical Name</i>	<i>Common Name</i>
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.

- | | |
|--|---|
| <input type="checkbox"/> Site Plan | <input type="checkbox"/> Exterior Color Samples |
| <input type="checkbox"/> Building Elevations | <input type="checkbox"/> Landscape Plans (submit no later than 30 days prior to completion of home) |
| <input type="checkbox"/> Floor Plan | |

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)

Date Received: _____

Received by: _____

Check # _____

Note: To be refunded upon completion of home construction less any fines for "Clean Site" violations or damage.

****Check must come from Builder**

**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 _____
 OTHER STREET NAME

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.

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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Bobbie Koepp

**THIRTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
VINTAGE OAKS AT THE VINEYARD UNIT 13**

THIS THIRTEENTH SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD, UNIT 13, is made as of the date listed below, by SOUTHSTAR AT VINTAGE OAKS, LLC (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant's predecessor in title 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 "Master Declaration"); and

WHEREAS, Declarant's predecessor in title 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's predecessor in title 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 Document #200706015464 in the Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Second Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit One under Clerk's Document #200706027104 in the Official Public Records of Comal County, Texas (herein referred to as the "Second Amendment"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit Two under Clerk's Document #200706040721 in the Official Public Records of Comal County, Texas (herein referred to as the "Second Supplement"); and

WHEREAS, Declarant's predecessor in title prepared and filed of record that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, all Units under Clerk's Document #201106044284 in the

Official Public Records of Comal County, Texas (herein referred to as the "First Amendment"); and

WHEREAS, Declarant prepared and filed of record that certain Third Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 3 under Clerk's Document #201206037003 in the Official Public Records of Comal County, Texas (herein referred to as the "Third Supplement");

WHEREAS, Declarant prepared and filed of record that certain Fourth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 4 under Clerk's Document #201206041113 in the Official Public Records of Comal County, Texas (herein referred to as the "Fourth Supplement");

WHEREAS, Declarant prepared and filed of record that certain Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 5 under Clerk's Document #201306039084 in the Official Public Records of Comal County, Texas and such was amended by the First Amendment to the Fifth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 5 and filed of record at Clerk's Document #201306042081, Official Public Records of Comal County, Texas (herein collectively referred to as the "Fifth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Sixth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 6 under Clerk's Document #201306051565 in the Official Public Records of Comal County, Texas (herein referred to as the "Sixth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Seventh Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 7 under Clerk's Document #201406006128 in the Official Public Records of Comal County, Texas (herein referred to as the "Seventh Supplement")

WHEREAS, Declarant prepared and filed of record that certain Eighth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 8 under Clerk's Document #201406026570 in the Official Public Records of Comal County, Texas (herein referred to as the "Eighth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Ninth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks, Unit 9 under Clerk's Document # 201506012054 in the Official Public Records of Comal County, Texas (herein referred to as the "Ninth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Tenth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks, Unit 10 under Clerk's Document # 201506042121 in the Official Public Records of Comal County, Texas (herein referred to as the "Tenth Supplement")

WHEREAS, Declarant prepared and filed of record that certain Eleventh Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks, Unit 11 under Clerk's Document # 201506048349 in the Official Public Records of Comal County, Texas (herein referred to as the "Eleventh Supplement")

WHEREAS, Declarant prepared and filed of record that certain Twelfth Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks, Unit 12 under Clerk's Document # 201606024016 in the Official Public Records of Comal County, Texas (herein referred to as the "Twelfth Supplement")

WHEREAS, through an Assignment of Declarant's Rights, SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company was assigned all Declarant's Rights in the Vintage Oaks development in a document filed of record at Clerk's Document #201206016339, Official Public Records of Comal County, Texas (hereinafter referred to as the "Assignment"); and

WHEREAS, Declarant is the owner of the real property described as 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 (the "Additional Property"); and

WHEREAS, pursuant to the terms of Article 7 of the Master Declaration, the Declarant may submit additional property as described on Exhibit "B" of the Master Declaration to the terms of the Master Declaration.

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

WHEREAS, the Declarant desires to submit the Additional Property to the terms of the Master Declaration, namely Vintage Oaks, Unit 13.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Master Declaration, Declarant hereby subjects the Additional Property (Vintage Oaks, Unit 13) to the provisions of the Master Declaration and this Thirteenth Supplemental Declaration, 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 Thirteenth Supplemental Declaration and the Master 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 Thirteenth Supplemental Declaration shall be binding upon in accordance with the terms of the Master Declaration.

No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants of other terms and provisions contained in this Thirteenth Supplement or contained in the Master Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE 1

Definitions

The definitions set forth in Article 1 of the Master Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein. Except as expressly defined in this Thirteenth Supplemental Declaration, all capitalized terms have the meaning(s) assigned in the Master Declaration.

ARTICLE 2

Neighborhood Designation

The Property is hereby annexed into, and shall hereafter be subject to the terms and provisions of, the Master Declaration, except as otherwise provided in this Thirteenth Supplemental Declaration. Whenever the term "Property" is used in the Master Declaration, such term shall hereafter include the Property described above on the plat of Vintage Oaks, Unit 13 (as "Additional Property"), except as otherwise provided in this Thirteenth Supplemental Declaration or in the Master Declaration. The Property shall be designated as a Neighborhood which shall be known as "Vintage Oaks, Unit 13.

ARTICLE 3

Use Restrictions

In addition to the Use Restrictions set forth in Article 10 of the Master Declaration, the following shall apply to Vintage Oaks, Unit 13:

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

3.1.1. **Minimum Square Footage.** All Dwellings shall have a minimum of two thousand three hundred, (2,300) square feet of heated and cooled living area,

excluding porches and garages. One and one-half (1½) 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.

3.1.2 Two Acre or Less Lots. Lots consisting of two (2.00) acres or less shall have no more than two (2) buildings, with the Dwelling being considered as one building. Lots consisting of two (2) acres or less may not have a detached guesthouse/servant's quarters building on the lot.

3.1.3 Lots Greater in Size than Two Acres. Lots consisting of more than two (2) acres or combined single lots (through a replat in Comal County, Texas) that are greater than 2.00 acres may have a maximum of three (3) buildings, including the Dwelling, located on the Lot. Lots consisting of more than two (2) acres 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 dwelling's livable square footage, and (ii) is built during or after completion of construction of the Dwelling. Lots consisting of two (2) acres or less may not have a detached guesthouse servant's quarters building on the Lot.

3.1.4 Other buildings. A detached garage, barn, workshop, etc., shall each be considered as a separate building for purposes of this Paragraph 3.1 and its subparts. 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-five percent (35%) of the main Dwelling, based on square footage of living area. Detached garages and workshops must be erected, altered or placed on the Lot, 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, guest/servant houses (only applicable to Lots that are two (2) or more acres in size), barns and detached garages may be the same height as the Dwelling, but cannot be taller than the main Dwelling.

3.1.5 New Materials. 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. 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 chimneys must have a masonry exterior. Improvements on all Lots must be built on a concrete slab constructed with concrete and rebar and/or on a pier foundation.

3.1.6 **Roofing.** All lots may have shingles, tile, standing seam metal or metal roofs, as approved by the ARB.

3.1.7 **Garages.** 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. Special consideration will be given to a single 3rd car front facing garage on a case by case basis provided the use of proper screening. Special consideration will also be given to corner lots, i.e. the garage must face away from the street on which the home is addressed. No carports shall be allowed. Porte-cocheres may be allowed by the Architectural Review Board (ARB) or appropriate architectural control reviewing body on a case-by-case basis.

3.1.8 **Construction Time.** 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, asphalt or a combination thereof. Driveways must be surfaced upon completion of construction of the dwelling unit. 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.

3.3 **Landscaping.** All homes must be landscaped. (See Design Guidelines for details). Landscaping plans must be submitted for review by the Architectural Review Board no later than thirty (30) days prior to the completion of the main dwelling. The landscape installation must be completed within six (6) months of move in. And furthermore, landscaping must not alter the drainage pattern nor are you permitted to alter any drainage easement on your lot without a certified engineer's report.

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.

3.5 **Drainage Facilities in Existing 20-foot Utility Easements Prohibited.** No drainage facilities shall be allowed, located or constructed within the dedicated Easements that are adjacent to public or private right of ways. Such 20-foot easements have been dedicated per the Plat of Unit 13 and are depicted on the Plat, which are hereby incorporated herein by reference as if set forth in full. If you intend to make any improvements to the drainage ditch, as this is a public right of way, it is your responsibility to submit and obtain a PIPROW permit from the county and construct any and all improvements in such a manner that they do not hinder the capacity of the drainage ditch.

3.6 **Fences.** Fences are allowed for all lots within Unit 13. Certain fence types such as chain-link or split-rail fences are prohibited. Refer to the Architectural

and Site Design Guidelines for allowed fence types. All fences must be submitted for review and approval by the Architectural Review Board (the "ARB") prior to construction.

3.7 Trees. There can be no clear cutting or destruction of all the trees on a lot. Owners must strive to maintain the natural trees located on the lot. Any removal of trees with a caliper measurement of greater than four (4) inches that is not directly located on the pad site must have ARB approval prior to removal.

ARTICLE 4 Neighborhood Assessments

4.1 Lots contained in Vintage Oaks, Unit 13, shall be assessed the annual general assessment only.

4.2 The Association shall have the right to levy, fine and lien the owners of VINTAGE OAKS, Unit 13 for non-payment of the Neighborhood Assessment as stated in the Master Declaration for non-payment of Association Fees and/or Assessments.

ARTICLE 5 Amendment to Supplemental Declaration

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

5.2 By Members. In addition to the requirements of Section 15.2(b) of the Master Declaration with respect to amendment by Members, any amendment to this Thirteenth 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 Thirteenth Supplemental Declaration.


ARTICLE 6 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 Thirteenth Supplemental Declaration on this the 30 day of November, 2016.

DECLARANT:

SOUTHSTAR AT VINTAGE OAKS, LLC

By: 

Thad Rutherford, COO

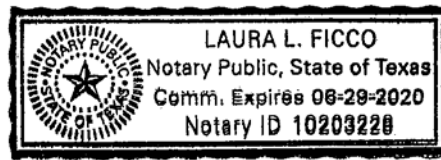
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30 day of November, 2016, by Thad Rutherford, COO of SOUTHSTAR AT VINTAGE OAKS, LLC, on behalf of said limited liability company.



Notary Public, State of Texas



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/02/2016 11:34:44 AM
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Bobbie Koepf

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.

4849-5208-9147v.1 58167-1

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: [Signature]
Printed Name: Thad Rutherford
Title: Director and Officer

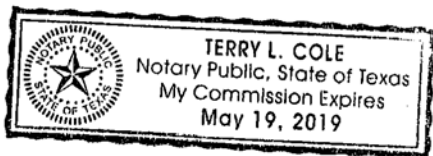
By: [Signature]
Printed Name: Jim VATER
Title: Director and Officer

By: [Signature]
Printed Name: LUNAY 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)

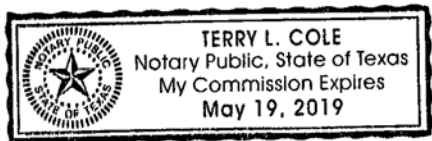


[Signature]
Notary Public Signature

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)

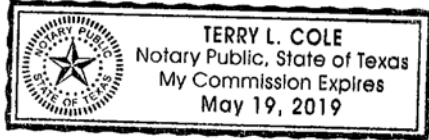


[Signature]
Notary Public Signature

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on this the 20 day of December, 2016, by Lundy Crabb, 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 Signature

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/22/2016 10:40:12 AM
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Bobbie Koepf



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
FOR VINTAGE OAKS AT THE VINEYARD

**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

FOURTH AMENDMENT TO DECLARATION
FOR VINTAGE OAKS AT THE VINEYARD

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 FOLLOW]

FOURTH AMENDMENT TO DECLARATION
FOR VINTAGE OAKS AT THE VINEYARD

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

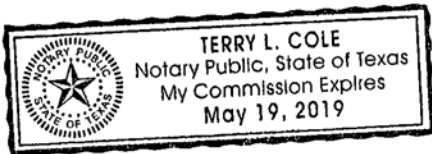
Title: Senior Vice President of Operations

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)



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Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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Bobbie Koepp

FOURTH AMENDMENT TO DECLARATION
FOR VINTAGE OAKS AT THE VINEYARD

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

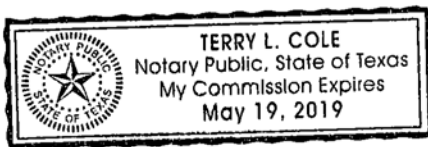
THE STATE OF TEXAS §
 §
COUNTY OF Travis §

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)



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/13/2017 12:06:15 PM
LAURA 7 Pages(s)
201706028671



Bobbie Koepf



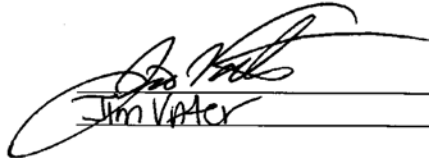
AFTER RECORDING RETURN TO:

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.

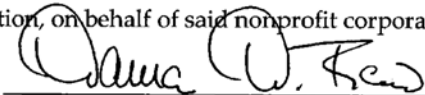
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 25 day of July, 2017.



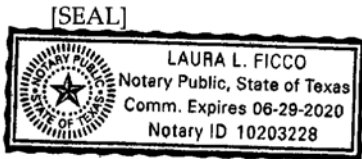
Jim Vater, Secretary

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.



Notary Public Signature



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.

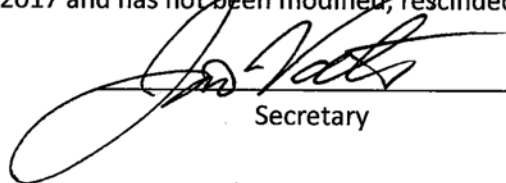
15. Severability and Legal Interpretation. In the event that any provision herein shall be determined by a court with jurisdiction to be invalid or unenforceable in any respect, such determination shall not affect the validity or enforceability of any other provision, and this Enforcement Policy shall 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 Koepf, County Clerk
Comal County, Texas
08/17/2017 10:32:40 AM
LAURA 8 Pages(s)
201706038551



Bobbie Koepf

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.

4843-3439-4465v.1

58167-1 4/9/2018

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

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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.

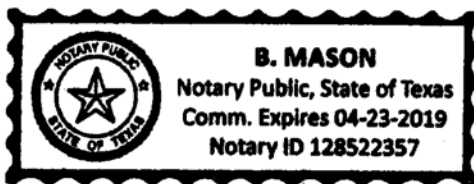



Preston Patten

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]





NOTARY PUBLIC, State of Texas
My Commission Expires: 4-23-19
Printed Name: Brittany mason

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
04/10/2018 08:34:20 AM
TERRI 3 Pages(s)
201806013767





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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEVELOPER'S DEED AND BILL OF SALE
VINTAGE OAKS AT THE VINEYARD, UNIT 12

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

Grantor: SOUTHSTAR AT VINTAGE OAKS, LLC
 1114 Lost Creek Blvd., Suite 270
 Austin, Texas 78746

Grantee: PROPERTY OWNERS ASSOCIATION OF VINTAGE OAKS, INC.
 1110 Vintage Drive
 New Braunfels, Texas 78130

WHEREAS, Grantor, the developer of the subdivision located in Comal County, Texas, designated as VINTAGE OAKS AT THE VINEYARD (hereinafter referred to as the "Subdivision") situated in the Jose Maria Tejerino Survey No. 349, Abstract No. 616, the C.C.S.D. & R.G.N.G.R.Y. Co. Survey No. 841, Abstract No. 695; the William Kingston Survey No. 303, Abstract No.333, the Thomas Stewart Survey No. 304, Abstract No. 561; the Charles Stapper Survey No. 981, Abstract No. 916; the John H. Pleasant Survey No. 389, Abstract No. 475; the Spencer Morris Survey No. 397, Abstract No. 411; the Franz Heimer Survey No. 912, Abstract No. 882; the G.W.T. & P. Railroad Co. Survey No. 837, Abstract No. 697; the Carl Bergeman Survey No. 631, Abstract No. 60; the H.E. & W.T. Railroad Co. Survey No. 925, Abstract No. 788 and the Heinrich Englehart Survey No. 670, Abstract No. 149 all in Comal County, Texas and according to the maps and/or plats thereof recorded as follows (hereinafter referred to as the "Plats"):

VINTAGE OAKS AT THE VINEYARD, UNIT 12, Comal County, Texas, according to the Amendment to Plat thereof recorded in Document #201706006776, Map and Plat Records of Comal County, Texas;

VINTAGE OAKS AT THE VINEYARD, UNIT 12, Comal County, Texas, according to the Amendment to Plat thereof recorded in Document #201706006778, Map and Plat Records of Comal County, Texas;

WHEREAS, the Grantee is a Texas non-profit corporation, and is primarily engaged in the maintenance, preservation and architectural control of the Subdivision and in the promotion of the health, safety and welfare of the residents within the Subdivision pursuant to the specific Declaration of Covenants, Conditions and Restrictions for the Subdivision and filed of record in the Official Public Records of Comal County, Texas.

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD (ALL

Units and Future Units): filed under Comal County Clerk's Document #200706000771, Official Real Property Records of Comal County, Texas (hereinafter referred to as the "Master Restrictions"); and

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS, filed of record at Comal County Clerk's Document #201106044284, Official Real Property Records of Comal County, Texas;

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS, filed of record at Comal County Clerk's Document #201406032083, Official Real Property Records of Comal County, Texas

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS, filed of record at Comal County Clerk's Document #2016060008980, Official Real Property Records of Comal County, Texas;

REVISED FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS, filed of record at Comal County Clerk's Document #201706014965, Official Real Property Records of Comal County, Texas (replaces the Fourth Amendment recorded at Document #201706014957);

VINTAGE OAKS ARCHITECTURAL AND SITE DESIGN GUIDELINES filed of record at Document #201606020343, Official Real Property Records of Comal County, Texas;

VINTAGE OAKS AMENDED ARCHITECTURAL AND SITE DESIGN GUIDELINES filed of record at Document #201606034595, Official Real Property Records of Comal County, Texas;

VINTAGE OAKS AT THE VINEYARD, ADOPTION OF WORKING CAPITAL ASSESSMENT, filed of record at Document #201406037322, Official Real Property Records of Comal County, Texas

The following supplemental and amended restrictions filed in the Official Real Property Records, Comal County, Texas under the following:

VINTAGE OAKS AT VINEYARD, UNIT 12: Twelfth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Unit 12, filed of record at Comal County Clerk's Document #201606024016, Official Real Property Records of Comal County, Texas;

WHEREAS, Grantor has developed Units 1 through 17 of the Subdivision in satisfaction of the terms of the Restrictions, and subject to the Reservations set forth below AND previously transferred by Developer Deed certain lots and common area

in the Document #201706012753 and as corrected in Document #201706016598, Official Public Records of Comal County, Texas;

WHEREAS, Grantor hereby desires to GRANT, SELL and CONVEY to Grantee the easements and building lines as shown on the Plat for the respective lots as hereinafter described, in order to insure the preservation of the uniform plan for the development, maintenance and improvement of the Subdivision for the benefit for both the present and future owners of Lots within the Subdivision in accordance with terms and provisions of the Restrictions and the Plats.

NOW THEREFORE, Grantor for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it in hand paid by Grantee to Grantor, receipt of which is hereby acknowledged and confessed has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY, unto the said Grantee, the following described property located within the Subdivision, to-wit:

Lot 1459R, VINTAGE OAKS AT THE VINEYARD, UNIT 12, Comal County, Texas, according to the Amendment to Plat thereof recorded in Document #201706006776, Map and Plat Records of Comal County, Texas; and

Lot 1440R, VINTAGE OAKS AT THE VINEYARD, UNIT 12, Comal County, Texas, according to the Amendment to Plat thereof recorded in Document #201706006778, Map and Plat Records of Comal County, Texas.

This conveyance specifically includes the areas, rights of way, Common Areas and Reserves as shown on the Plats, including but not limited to those areas designated as detention ponds, parks, nature trails or pedestrian trails as more particularly shown and described in the Plats and the Restrictions; as well as:

1. All easements and building lines including but not limited to, those designated as Drainage Easements, Utility Easements, Pedestrian Access Easements, Landscape Easements, Access Easements, nature trails and/or any other easement shown on the Plats and as more particularly set forth in the Plats; and
2. All items of personal property which may be situated on the real property transferred herein and specifically including all monuments for entrances to various sections of the Subdivision;
3. All personal property, both tangible and intangible, relating or appurtenant to or that is attached to such portion of the property being transferred herein or the improvements thereof (the "Improvements") and has become part of the property transferred herein or Improvements.

TO HAVE AND TO HOLD the above described property, premises, easements, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its heirs and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Property unto the said Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or

any part thereof, when the claim is by, through or under Grantor, but not otherwise, except as to the reservations and exceptions listed below.

IT IS expressly UNDERSTOOD, ACKNOWLEDGED and AGREED that Grantor hereby RESERVES and EXCEPTS from this conveyance all oil, gas and other minerals of any type or form including all rights to ingress and egress as well as other rights appurtenant to the minerals and the mineral estate owned by Grantor, and does not transfer the minerals and the appurtenant rights thereto to Grantee.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT TO taxes for the current year and all subsequent years, which Grantee assumes, all restrictions, covenants, conditions, easements, reservations, leases, plats, mineral severances, and other instruments that affect the property and are shown in the public records of Comal County, Texas; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the Property.


The acreage and interest herein conveyed is conveyed "AS IS" and "WHERE IS" and "WITH ALL FAULTS AND DEFECTS" INCLUDING ALL LATENT AND PATENT DEFECTS, AND EXCEPT AS SET FORTH HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING FITNESS FOR ANY PARTICULAR PURPOSE (EXCEPT FOR WARRANTIES OF TITLE SET FORTH IN THIS DEED).

Grantee hereby agrees and covenants to maintain the acreage and interest herein conveyed in the future.

EXECUTED on the 4 day of January, 2018.

GRANTOR:

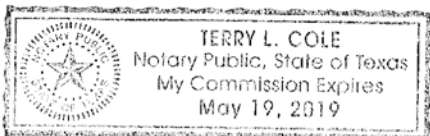
SOUTHSTAR AT VINTAGE OAKS, LLC

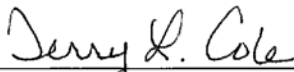
By: 
Thad Rutherford, Senior Vice
President of Operations

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me on the 4 day of January, 2018, by Thad Rutherford, Senior Vice President of Operations of SOUTHSTAR AT VINTAGE OAKS, LLC, Grantor in above Developer's Deed.




NOTARY PUBLIC, STATE OF TEXAS

**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
01/04/2018 03:09:47 PM
LAURA 5 Pages(s)
201806001026**



Bobbie Koepf