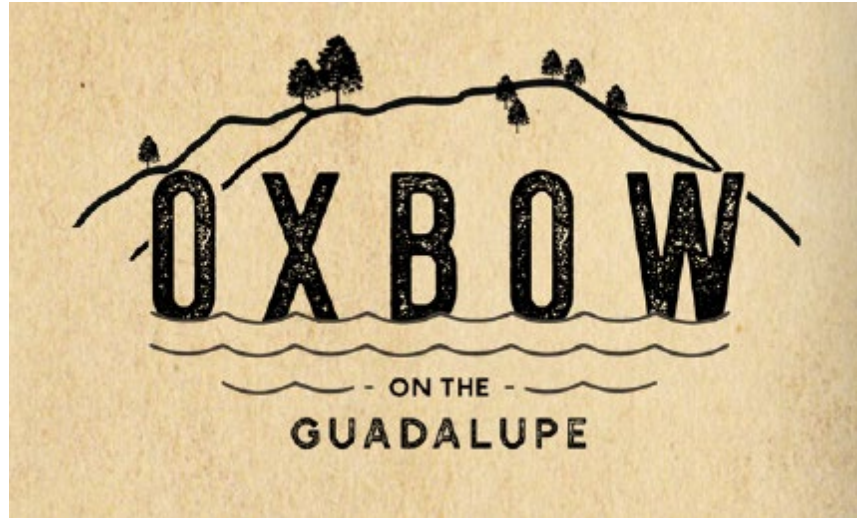


William P. McLean
McLean & Howard, L.L.P.
901 South Mopac Expressway
Building II, Suite 225
Austin, Texas 78746

M&H
McLEAN & HOWARD, L.L.P.
Real Property Lawyers



Current as of May 27, 2020

GOVERNANCE DOCUMENTS

1. *Declaration of Covenants, Conditions and Restrictions*, recorded on May 23, 2019, under Document Number 201906017560, of the Official Public Records of Comal County, Texas.
 - A. *First Amendment to the Declaration of Covenants, Conditions and Restrictions*, recorded on August 6, 2019, under Document Number 201906027152, of the Official Public Records of Comal County, Texas.
2. *Subdivision Plat*, recorded on May 23, 2019, under Document Number 201906017559, of the Official Public Records of Comal County, Texas.
3. *Lienholder Acknowledgement*, recorded on May 23, 2019, under Document Number 201906017557, of the Official Public Records of Comal County, Texas.
4. *Access Easement for Emergency Access*, recorded on May 23, 2019, under Document Number 201906017558, of the Official Public Records of Comal County, Texas.
5. *Maintenance Plan for Private Roads*, recorded on May 23, 2019, under Document Number 201906017562, of the Official Public Records of Comal County, Texas.

6. *Adoption of Working Capital Assessment*, recorded on June 20, 2019, under Document Number 201906021216, of the Official Public Records of Comal County, Texas.
7. *Design Guidelines*, recorded on June 20, 2019, under Document Number 201906021183, of the Official Public Records of Comal County, Texas.
 - A. *First Amendment to the Design Guidelines*, recorded on December 30, 2019, under Document Number 201906047073, of the Official Public Records of Comal County, Texas.
 - B. *Second Amendment to the Design Guidelines*, recorded on February 3, 2020, under Document Number 202006004107, of the Official Public Records of Comal County, Texas.
 - C. *Third Amendment to the Design Guidelines*, recorded on May 27, 2020, under Document Number 202006019478, of the Official Public Records of Comal County, Texas.
8. *Assignment and Assumption of Declarant Rights*, recorded on July 11, 2019, under Document Number 201906023848, of the Official Public Records of Comal County, Texas.

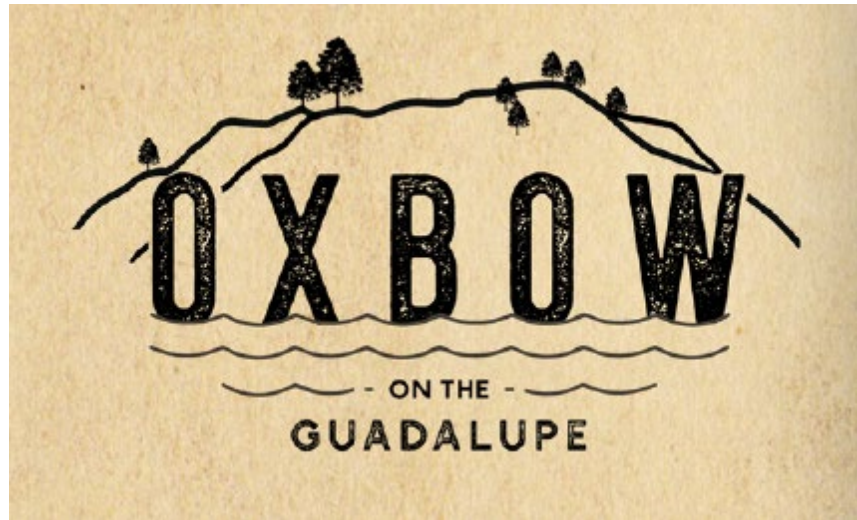
ASSOCIATION DOCUMENTS

1. *Certificate of Filing and Certificate of Formation* of Oxbow on the Guadalupe Homeowners' Association, Inc., filed on February 1, 2019 with the Texas Secretary of State.
2. *Acceptance of Appointment and Consent to Serve as Registered Agent* for Oxbow on the Guadalupe Homeowners' Association, Inc.
3. *Employer Identification Number Confirmation Letter*, issued by the Internal Revenue Service, for Oxbow on the Guadalupe Homeowners' Association, Inc.
4. *Bylaws* of Oxbow on the Guadalupe Homeowners' Association, Inc. recorded on May 23, 2019, under Document Number 201906017561, of the Official Public Records of Comal County, Texas.
5. *Minutes of the Organizational Meeting of the Board of Directors*, dated effective February 1, 2019.
6. *Community Manual*, recorded on June 20, 2019, under Document Number 201906021188, of the Official Public Records of Comal County, Texas.

- A. *First Amendment to the Community Manual*, recorded on September 20, 2019, under Document Number 201906033548, of the Official Public Records of Comal County, Texas.
7. *Management Certificate*, recorded on October 4, 2019, under Document Number 201906035504, of the Official Public Records of Comal County, Texas.

William P. McLean
McLean & Howard, L.L.P.
901 South Mopac Expressway
Building II, Suite 225
Austin, Texas 78746

M&H
McLEAN & HOWARD, L.L.P.
Real Property Lawyers



Current as of February 3, 2020

GOVERNANCE DOCUMENTS

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 - A. *First Amendment to the Declaration of Covenants, Conditions and Restrictions*, recorded on August 6, 2019, under Document Number 201906027152, of the Official Public Records of Comal County, Texas.
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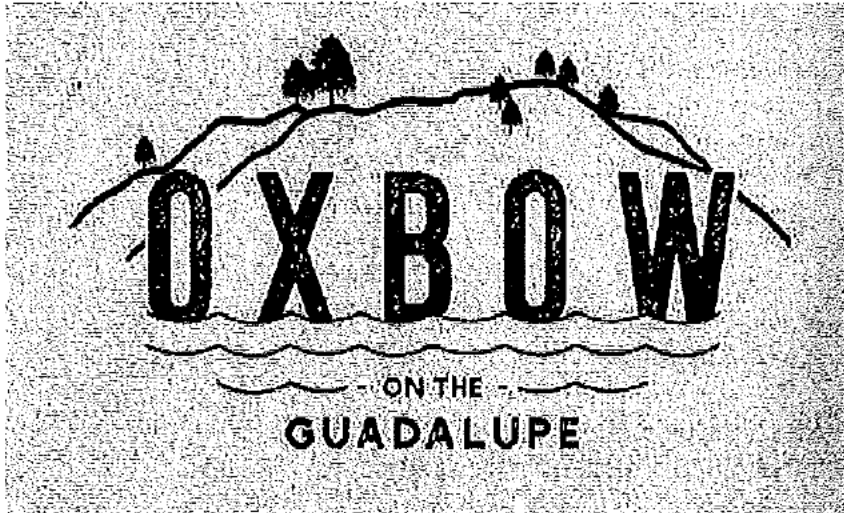
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William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



OXBOW ON THE GUADALUPE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Comal County, Texas

Declarant: Kona Coast Venture, Ltd., a Texas limited partnership

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COUNTY ENGINEER

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OXBOW ON THE GUADALUPE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe (the "Declaration") is made by **Kona Coast Venture, Ltd.**, a Texas limited partnership (the "Declarant"), and is as follows:

A. This Declaration is filed with respect to those certain tracts of real property described in Exhibit "A", all in Comal County, Texas, (the "Property"). Declarant is the owner of the Property.

B. Declarant desires to create and carry out a uniform plan for the development, improvement, and sale of the Property.

C. By the filing of this Declaration, Declarant serves notice that the Property will be subjected to the terms and provisions of this Declaration.

NOW, THEREFORE, it is hereby declared: (i) that the Property (or any portion thereof) will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with such portions of the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed conveying the Property (or any portion thereof) will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

ARTICLE 1 DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

"Applicable Law" means the statutes and public laws and ordinances in effect at the time a provision of the Restrictions is applied, and pertaining to the subject matter of the Restriction provision. Statutes and ordinances specifically referenced in the Restrictions are "Applicable Law" on the date of the Restrictions, and are not intended to apply to the Property if they cease to be applicable by operation of law, or if they are replaced or superseded by one or more other statutes or ordinances.

"Architectural Control Committee" or "ACC" means the committee created pursuant to this Declaration to review and approve or deny plans for the construction, placement, modification, alteration or remodeling of any Improvements on a Lot, as provided in *Article 7*.

“Assessment” or “Assessments” means assessments imposed by the Association under this Declaration.

“Assessment Unit” has the meaning set forth in *Section 6.7(b)*.

“Association” means the Oxbow on the Guadalupe Homeowners’ Association, Inc., a Texas nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 4* and elsewhere in this Declaration.

“Board” means the Board of Directors of the Association.

“Bulk Rate Contract” or “Bulk Rate Contracts” means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, “broadband” services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services, wastewater services, and any other services of any kind or nature which are considered by the Board to be beneficial to all or a portion of the Property.

“Bylaws” means the Bylaws of the Association as adopted and as amended from time to time by a Majority of the Board.

“Certificate” means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

“Common Area” means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including any property or facilities held by the Declarant for the benefit of the Association or its Members. Common Area includes any property that the Association holds under a lease, license, or any easement in favor of the Association. Some Common Area will be solely for the common use and enjoyment of the Owners, while other portions of the Common Area may be for the use and enjoyment of the Owners and members of the public. Common Area specifically includes all land designated as Common Area on a Plat of the Property. Common Area also includes (but is not limited to) central mail kiosks, private streets, park areas, walkways, trails, entry lighting, irrigation and monumentation, the Entry Gate, and perimeter walls.

“Community Manual” means the community manual, which may be initially adopted and recorded by the Declarant or the Board of the Association and Recorded as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Rules and Regulations and other policies set forth in the Community Manual may be amended, from time to time, by the Declarant until expiration or termination of the Development Period. Any amendment to the Bylaws, Rules and Regulations and other policies governing the Association prosecuted by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period. Upon expiration or termination of the Development Period, the Community Manual may be amended by a Majority of the Board.

“Community Systems” means any and all cable television, telecommunications, alarm/monitoring, internet, telephone or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials and installations and fixtures (including those based on, containing and serving future technological advances not now known), if installed by Declarant pursuant to any grant of easement or authority by Declarant within the Property.

“Declarant” means Kona Coast Venture, Ltd., a Texas limited partnership, its successors or assigns; provided that any assignment(s) of the rights of Kona Coast Venture, Ltd., a Texas limited partnership, as Declarant, must be expressly set forth in writing and Recorded.

“Design Guidelines” means the standards for design, construction, landscaping, and exterior items that may be adopted, as the same may be amended or restated from time to time. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. Declarant may adopt the initial Design Guidelines. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines.

“Development Period” means the period of time beginning on the date when this Declaration has been Recorded, and ending ten (10) years later, unless earlier terminated by Declarant. Declarant may terminate the Development Period by an instrument executed by Declarant and Recorded. The Development Period is the period in which Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property.

“Homebuilder” means an Owner (other than the Declarant) who acquires a Lot for the construction of a single-family residence for resale to a third party.

“Improvement” means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

“Lot” means any portion of the Property designated by Declarant or as shown as a subdivided Lot on a Plat, other than Common Area.

“Majority” means more than half.

“Management Company” has the meaning set forth in *Section 4.5(h)*.

“Members” means every person or entity that holds membership privileges in the Association.

“Mortgage” or “Mortgages” means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

“Mortgagee” or “Mortgagees” means the holder(s) of any Mortgage(s).

“Owner” means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

“Plat” means a Recorded subdivision plat of any portion of the Property and any amendments thereto.

“Property” means that certain property in Comal County, Texas described in Exhibit “A” attached hereto and incorporated by reference herein, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 12.3* and *Section 12.4* of this Declaration.

“Record, Recording, Recordation and Recorded” means recorded or to be recorded in the Official Public Records of Comal County, Texas.

“Resident” means an occupant or tenant of a Lot, regardless of whether the person owns the Lot.

“Restrictions” means the restrictions, covenants, and conditions contained in this Declaration, the Design Guidelines, Bylaws, Community Manual, Rules or policies promulgated by the Declarant or Board, and as may be amended from time to time.

“Rules” means any instrument, however denominated, which is adopted by the Board or Management Company for the regulation and management of the Property, including any amendments to those instruments.

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

ARTICLE 2 USE RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.1 General.

(a) Conditions and Restrictions. All Lots within the Property will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Restrictions.

(b) Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. Compliance with the Restrictions is not a substitute for compliance with such Applicable Law. Please be advised that the Restrictions do not purport to list or describe each ordinance or regulation which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Board or Management Company for approval. Furthermore, approval by the Board or Management Company should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirements, regulations or encumbrances which may affect the Owner's Lot.

(c) Controlled Entry Gate. The Declarant will cause to be constructed an electronic controlled entry gate and related access facilities (the "Entry Gate") for access by Owners to and from the Property. The specifications, materials, location, and design of the Entry Gate will be determined by the Declarant in its sole and absolute discretion. The Entry Gate, upon completion, will be maintained by the Association with all maintenance, repair and replacement costs discharged through Assessments levied by the Association. The Board may adopt rules and regulations associated with use and operation of the Entry Gate, and may implement an access system consisting of cards, codes, and/or other access technology.

(d) Emergency Access. The Declarant will cause to be constructed an emergency access point with all-weather access ("Emergency Access") at the approximate location that aligns with the existing roadway/right-of-way adjacent to Lot 903 in the southwest corner of the Property. The Emergency Access, upon completion, will be owned and maintained by the Association with all maintenance, repair and replacement costs discharged through Regular Assessments levied by the Association. The Board may adopt rules and regulations associated with the use and operation of the Emergency Access, and may implement an access system consisting of cards, codes, and/or other access technology. Emergency vehicles and maintenance vehicles should have full, uninterrupted access to the Lot 903 via this Emergency Access. The access system selected by the Association should be conveyed/provided to Comal County and PEC representatives to allow for access through the Emergency Access.

(e) Single-Family Residential Use. The Lots may be used solely for private single family residential purposes and there will not be constructed or maintained thereon more than one detached single-family residence. No professional, business, or commercial activity to which the general public is invited may be conducted on any Lot, except an Owner or Resident may conduct business activities within a residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Property; (iii) the business activity does not involve door-to-

door solicitation of residents within the Property; (iv) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Property as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, will be construed to have their ordinary, generally accepted meanings and will include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity is intended to or does generate a profit; or (z) a license is required. Leasing of a residence is not considered a business or trade within the meaning of this subsection. This subsection will not apply to any activity conducted by the Declarant or an Owner engaged in the business of constructing homes for resale (a homebuilder) who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

Notwithstanding any provision in this Declaration to the contrary, until the expiration or termination of the Development Period:

(a) Declarant and/or its licensees may construct and maintain upon portions of the Common Area and any Lot owned by the Declarant such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single-family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and/or its licensees have an easement over and across the Common Area for access and use of such facilities at no charge; and

(b) Declarant and/or its licensees shall have an access easement over and across the Common Area for the purpose of making, constructing and installing improvements to the Common Area.

2.2 Window or Glass Door Treatments. No aluminum foil, reflective film or other reflective treatment, window tinting, window decals, stickers or similar treatments shall be placed on any windows or glass doors on any on a residence or other structure on the Lot. The use of bed sheets, tablecloths, towels or other obviously non-drapery fabrics are expressly prohibited, even on a temporary basis. All window or glass door treatments which are visible from public view must be maintained in good condition, and must be removed or replaced if they become stained, torn, damaged, or otherwise unsightly in the opinion of the Board.

2.3 Rubbish and Debris. As determined by the Board, no rubbish or debris of any kind may be placed or permitted to accumulate on or within the Property, and no odors shall be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or Residents. Refuse, garbage, and

trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner shall contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.4 Trash Containers. Trash containers and recycling bins must be stored in one of the following locations: (i) inside the garage of the residence; or (ii) behind or on the side of a residence in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent residence, e.g. behind a privacy fence or other appropriate screening. The Board shall have the right to specify additional locations in which trash containers or recycling bins must be stored.

2.5 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Trucks with payload tonnage in excess of one (1.0) ton and any commercial vehicle with painted advertisements shall not be permitted to park overnight on the Property except those used by Declarant or a Homebuilder during the construction of Improvements. Without limiting the generality of the foregoing, trailers, graders, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No vehicle of any size which transports flammable or explosive cargo may be kept on the Property at any time. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Property. Motorcycles shall be operated in a quiet manner.

2.6 Noise. No horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes and speakers and audio systems installed as part of approved outdoor decks and patios) shall be located, used, or placed on any portion of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its Residents. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

2.7 Outside Burning. There shall be no exterior fires, except that barbecues, outside fireplaces, braziers and incinerator fires contained within facilities or receptacles and in areas designated and approved by the Board shall be permitted. No open fires may be lighted or

permitted except while attended and in use for cooking purposes. No Owner shall permit any condition upon a Lot which creates a fire hazard or violates Applicable Law.

2.8 Hazardous Activities. No activities may be conducted on or within the Property and no Improvements may be constructed on or within any portion of the Property which, in the opinion of the Board, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by the Board. No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.9 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such as pot-bellied pigs, miniature horses, chickens, exotic snakes or lizards, ferrets, monkeys or other exotic animals). **The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words.** No Owner or Resident may keep on such Owner's or Resident's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than within the residence, or the fenced yard space associated therewith, unless confined to a leash. The Board may restrict pets to certain areas on the Property. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in front yards, porches or other unenclosed outside areas of the Lot. All pet waste will be removed and appropriately disposed of by the owner of the pet. All pets must be registered, licensed and inoculated as required by Applicable Law. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Property.

2.10 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Board, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Board, in its sole discretion:

- (a) Prompt removal of all litter, trash, refuse, and wastes.
- (b) Lawn mowing and edging.

- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping planting beds free of turf grass.
- (h) Keeping driveways in good repair.
- (i) Complying with Applicable Law.
- (j) Repainting of Improvements.
- (k) Repair of exterior damage and wear and tear to Improvements.
- (l) Maintaining decks, patios, and balconies in good condition and repair.
- (m) Maintaining all Solar Energy Devices, if any, in good condition and repair.

2.11 Liability of Owners for Damage to Other Lots, Recreational Facilities and Common Area. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Common Areas without the prior written approval of the Board. Each Owner shall be liable to the Association for any and all damages to the Common Areas and any Improvements constructed thereon; or any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, and for which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any Resident of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an Assessment against such Owner's Lot secured by a lien against such Owner's Lot and collectable on the same manner as Assessments.

2.12 Compliance with Setbacks. No residence may be constructed on any Lot nearer to a street than the minimum building setback lines shown on the Plat containing such Lot and no building shall be located on any utility easements.

2.13 Dumping. No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in areas of the Property designated for this purpose by Declarant (in connection with its construction) or by the Board, provided that these materials are kept in sanitary containers in a clean and sanitary condition. Owners shall place these containers for collection only in the designated areas and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

2.14 Owner Conduct in Common Areas. Owners and their guests, invitees, residents and family shall at all times exhibit good behavior while present in the Commons Areas. The

Board may adopt additional rules governing the use of the Common Areas. At a minimum, the following standards shall apply to all Owners and their guests, invitees, residents and family while present in the Common Areas and such standards shall be in addition to the standards otherwise set forth in this Declaration:

- (a) noise including, without limitation, playing of music, shall be kept at reasonable levels at all times;
- (b) rude, obnoxious or lewd behavior while in Common Areas shall be strictly prohibited;
- (c) pets shall remain on a leash at all times and all pet waste shall be immediately removed from the Common Areas; and
- (d) there shall be no obstruction of the Common Areas, nor shall anything be kept on, stored on or removed from any part of the Common Area without prior written consent of the Board thereafter, except as specifically provided herein.

2.15 Owner's Obligation to Maintain Street Landscape. Each Owner shall be responsible, at such Owner's sole cost and expense, for maintaining, mowing, replacing, pruning, and irrigating the landscaping between the boundary of such Owner's Lot and the edge of the pavement of any adjacent public right-of-way, street or alley (the "ST Landscape Area") unless the responsibility for maintaining the ST Landscape Area or any portion thereof has been assumed by the Association, in the Board's sole discretion, in a Recorded written instrument identifying all or any portion of the ST Landscape Area to be maintained (the "Association Landscape Area"). If the Association assumes such responsibility as set forth herein, Owner shall neither perform any maintenance in the Association Landscape Area nor construct any Improvements therein. Otherwise specifically, and not by way of limitation, each Owner, at such Owner's sole cost and expense, shall be required to maintain, irrigate and replace any trees located within the ST Landscape Area. No landscaping, including trees, may be removed from or installed within the ST Landscape Area without the advance written consent of the Board. In the event an Owner fails to properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) mow, replace, prune, and/or irrigate any landscaping, including trees, in such Owner's ST Landscape Area, such failure shall constitute a violation of the Restrictions and the Board may cause such landscaping, including trees, to be mowed, replaced, pruned and/or irrigated in a manner determined by the Board, in its sole and absolute discretion. If the Board causes such landscaping, including trees, to be mowed, replaced, pruned and irrigated, the Owner otherwise responsible therefor shall be personally liable to the Association for all costs and expenses incurred by the Association for effecting such work. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot hereunder shall be secured by the liens reserved in the Restrictions and may be collected by any means provided in the Restrictions for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s).

EACH OWNER AND OCCUPANT SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.16 Insurance Rates. Nothing shall be done or kept on the Property that would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, or the Improvements located thereon, without the prior written approval of the Board.

2.17 Mining and Drilling. No portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Property by the Declarant. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Board which are installed to provide water to all or any portion of the Property. All water wells must also be approved in advance by the Board and any applicable regulatory authority.

2.18 Release. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION, DECLARANT, THE BOARD AND THEIR AFFILIATES, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON AREA. Neither the Association nor Declarant shall assume any responsibility or liability for any personal injury or property damage which is occasioned by use of any Common Area, and in no circumstance shall words or actions by the Association or Declarant constitute an implied or express representation or warranty regarding the fitness or condition of any Common Area.

2.19 Compliance with Restrictions. Each Owner, his or her family, occupants of a Lot, and the Owner's tenants, guests, invitees, and licensees shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation thereof and may result in a fine against the Owner in accordance with this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by the Declarant, the Board on behalf of the Association, the Board, or by an aggrieved Owner. Without limiting any rights or

powers of the Association, the Board may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in this Declaration and may be collected by any means provided in the Restrictions for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). EACH SUCH OWNER SHALL RELEASE AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

2.20 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions. Any Owner acquiring a Lot in reliance on one or more of the Restrictions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

ARTICLE 3 CONSTRUCTION RESTRICTIONS

3.1 Construction of Improvements. Unless prosecuted by the Declarant, no Improvements of any kind shall hereafter be placed, maintained, erected or constructed upon any portion of the Property unless approved in advance and in writing by the Board in accordance with the Restrictions. The Declarant or Board may adopt Design Guidelines applicable to the Property. If adopted, all Improvements shall strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Restrictions. The Design Guidelines may be supplemented, modified, amended, or restated by the Board as authorized by the Restrictions.

3.2 Drainage; Driveways. There shall be no interference with the established drainage patterns over any of the Property, including the Lots, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the ACC. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots. All driveways must be constructed in accordance with any plat requirements and are required to have a minimum of an 18 inch culvert to convey drainage through roadside ditches.

3.3 Construction Activities. The Restrictions will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant or a Homebuilder) upon or within the Property. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of the Restrictions by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole and reasonable judgment, the ACC will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the ACC may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.4 Septic Systems. Each Lot shall be connected to a private on-site sewage facility (“OSSF”) constructed and located entirely within the boundaries of the buildable area of the applicable Lot at the sole expense of the Owner thereof prior to occupancy of any premises on the Lot. The OSSF system shall be in conformity with the restrictions outlined on the recorded Plat and conform to all Applicable Law, including, without limitation, the Texas Commission on Environmental Quality rules and regulations or any successor agency and, if required by Applicable Law, be inspected by any applicable governmental or quasi-governmental entity. Written certification by the inspecting authority that the OSSF system complies with applicable requirements shall be presented to the Board by the Owner of a Lot prior to occupancy of any premises on the Lot or as reasonably requested by the Board. __

3.5 Utility Lines. Unless otherwise approved by the Board, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property other than within buildings or structures unless the same shall be contained in conduits or cables constructed, placed or maintained underground, concealed in or under buildings or other structures.

3.6 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Board; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Board.

3.7 Removal of Nonconforming Improvements. The Association, upon request of the Board and after reasonable notice to the offender and, if different, to the Owner, may enter upon any Lot at any reasonable time after notice to the Owner, without being deemed guilty of trespass, and remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of the Restrictions. The Owner of the Improvement will immediately

reimburse the Association for all expenses incurred in connection with such removal. If the Owner fails to reimburse the Association within thirty (30) days after the Association gives the Owner notice of the expenses, the sum owed to the Association will bear interest at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one half percent (1½%) per month, from the date the expense was incurred by the Association through the date of reimbursement in full, and all such sums and interest will be an Individual Assessment enforceable as provided in this Declaration.

3.8 Continuity of Construction. All Improvements commenced on the Property, other than Improvements constructed by the Declarant, will be prosecuted diligently to completion and will be completed within twelve (12) months after commencement, unless an exception is granted in writing by the Board. If an Improvement on any Lot is commenced and construction is then abandoned for more than ninety (90) days, or if construction is not completed within the required twelve (12) month period, then such delay will constitute a violation of this Declaration and the Owner of such Lot will be subject to fine in accordance with the Design Guidelines. Any fine and/or charge for damage levied in accordance with this Section will be considered an Individual Assessment pursuant to this Declaration.

3.9 Builder Performance. In no event will the Association, the Board, the ACC, Declarant or affiliates of Declarant be responsible for, or guarantors of, performance by any builder of all or any of its obligations to any Owner pursuant to any contracts for the sale or construction of Improvements or otherwise. Neither the Association, the Board, the ACC, Declarant nor any affiliates of Declarant has made, or have made, any warranty or representation with respect to performance by any builder under any contract or otherwise.

ARTICLE 4

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

4.1 Organization. The Association will be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas nonprofit corporation. Neither the Certificate nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2 Membership.

(a) **Mandatory Membership.** Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot.

(b) **Easement of Enjoyment - Common Area.** Every Member will have a right and easement of enjoyment in and to all of the Common Area and an access easement by and through any Common Area, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and

reservations:

(i) The right of the Declarant to cause such Improvements and features to be constructed upon the Common Area, as determined from time to time by the Declarant, in the Declarant's sole and absolute discretion;

(ii) The right of the Association to suspend the right to use the Common Area for any period during which any Assessment against such Member's Lot remains past due and for any period during which such Member is in violation of any provision of this Declaration;

(iii) The right of the Association and Declarant (during the Development Period) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for any purpose;

(iv) The right of the Association and Declarant (during the Development Period) to grant easements or licenses over and across the Common Area;

(v) The right of the Association to borrow money for the purpose of improving the Common Area and, in furtherance thereof, to mortgage the Common Area;

(vi) The right of the Declarant, during the Development Period, and the Board thereafter, to promulgate Rules regarding the use of the Common Area and any Improvements thereon; and

(vii) The right of the Association to contract for services with any third parties on such terms as the Association may determine.

4.3 Governance. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the tenth (10th) anniversary of the date this Declaration is Recorded. No later than the tenth (10th) anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board will hold a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

4.4 Voting Rights. The right to cast votes and the number of votes which may be cast for election of members to the Board (except as provided by *Section 4.3*) and on all other matters to be voted on by the Members will be calculated as set forth below.

(a) Owner Votes. The Owner of each Lot will have one (1) vote for each Lot so owned.

(b) Declarant Votes. In addition to the votes to which Declarant is entitled by reason of *Section 4.4(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period.

(c) Co-Owner Votes. When more than one person or entity owns a portion of the fee simple interest in any Lot, all such persons or entities will be Members. The vote or votes (or fraction thereof) for such Lot will be exercised by the person so designated in writing to the Secretary of the Association by the Owner of such Lot, and in no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled under this *Section 4.4*.

4.5 Powers. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by Applicable Law or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules, Bylaws and Community Manual. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, Bylaws and Community Manual not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property (including the operation, maintenance and preservation thereof) or the Association. Any Rules, and any modifications to existing Rules, or the Bylaws proposed by the Board must be approved in advance and in writing by the Declarant until expiration or termination of the Development Period.

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours.

(d) Assessments. To levy and collect assessments, as provided in *Article 6* below.

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner or Resident, upon any Lot and into any Improvement thereon for the purpose of enforcing the Restrictions or for the purpose of

maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed an Individual Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Area in enforcing these Restrictions before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. EACH SUCH OWNER AND RESIDENT WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.5(e) (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area for the purpose of constructing, erecting, operating or maintaining the following:

- (i) Parks, parkways or other recreational facilities or structures;
- (ii) Roads, private streets, sidewalks, signs, street lights, walks, driveways, trails and paths;
- (iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar Improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed by the Restrictions or by Applicable Law. In addition, until expiration or termination of the Development Period, any grant or conveyance under this *Section 4.5(g)* must be approved in advance and in writing by the Declarant.

(h) Management Company. To retain and pay for the services of a person or firm (the "Management Company"), which may include Declarant or any affiliate of Declarant, to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Personnel may be employed directly by the Association or may be furnished by the Management Company. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Management Company. In addition, the Board or the Management Company may adopt transfer fees, resale certificate fees or any other fees associated with the provision of management services to the Association or its Members. THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGEMENT COMPANY OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property, Common Area, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes, each as may be applicable.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Restrictions or as determined by the Board.

(k) Construction on Common Area. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area or other property, or to provide any service, including but not limited to, cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members.

During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of the Association hereunder must be approved in advance and in writing by the Declarant.

(n) Rules. To establish, amend and restate Rules governing and limiting the use of the Common Area and any Improvements thereon.

4.6 Acceptance of Common Area. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. Declarant and its assignees reserve the right, from time to time and at any time, to designate by written Recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the filing of such designation, the portion of the Property identified therein will be considered Common Area for the purpose of this Declaration. Declarant and its assignees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Property or the Property and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. In addition, Declarant may reserve from any such property, easements for the benefit of Declarant, any third party, and/or property not otherwise subject to the terms and provisions of this Declaration. Such property will be accepted by the Association and thereafter will be maintained as Common Area by the Association for the benefit of the Property and/or the general public subject to any restrictions set forth in the deed or other instrument transferring or assigning such property to the Association. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association free of monetary consideration to the extent conveyed in error or needed to make minor adjustments in property lines, as determined in the sole and absolute discretion of the Declarant. Declarant and/or its assignees may construct and maintain upon portions of the Common Area such facilities and may conduct such activities which, in Declarant's sole opinion, may be required, convenient, or incidental to the construction or sale of Improvements on the Property, including, but not limited to, business offices, signs, model homes, and sales offices. Declarant and its assignees shall have an easement over and across the Common Area for ingress and egress and shall have the right to use such facilities and to conduct such activities.

4.7 Indemnification. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW BUT WITHOUT DUPLICATION (AND SUBJECT TO) ANY RIGHTS OR BENEFITS ARISING UNDER THE CERTIFICATE OR BYLAWS OF THE ASSOCIATION, THE ASSOCIATION WILL INDEMNIFY ANY PERSON WHO WAS, OR IS, A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE BY REASON OF THE FACT THAT HE IS, OR WAS, A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION AGAINST EXPENSES, INCLUDING

ATTORNEYS' FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING IF IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT OF COMPETENT JURISDICTION THAT HE OR SHE: (I) ACTED IN GOOD FAITH AND IN A MANNER HE OR SHE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION; OR (II) WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD NO REASONABLE CAUSE TO BELIEVE HIS OR HER CONDUCT WAS UNLAWFUL. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF *NOLO CONTENDERE* OR ITS EQUIVALENT, WILL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH WAS REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION OR, WITH RESPECT TO ANY CRIMINAL ACTION OR PROCEEDING, HAD REASONABLE CAUSE TO BELIEVE THAT HIS OR HER CONDUCT WAS UNLAWFUL. THE ASSOCIATION AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY DECLARANT, DECLARANT'S LENDER(S), AND DECLARANT'S RESPECTIVE AFFILIATES (DIRECT AND INDIRECT), PARENTS, JOINT VENTURERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, CONTRACTORS, REPRESENTATIVES, OFFICERS, DIRECTORS, EMPLOYEES, AND STAFF (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, DAMAGES, EXPENSES, COSTS, AND CLAIMS FOR PERSONAL INJURY, ILLNESS OR PROPERTY DAMAGE, INCLUDING DEATH (THE "CLAIMS"), ARISING OUT OF OR RELATING IN ANY WAY TO ANY ASSOCIATION ACTIVITIES, FUNCTIONS, COMPLETED PRODUCTS OR OPERATIONS, INCLUDING, BUT NOT LIMITED TO, THE OPERATION, MAINTENANCE OR REPAIR OF ANY COMMON AREA OR ANY OTHER PORTION OF THE PROPERTY WHICH THE ASSOCIATION OWNS OR IS OTHERWISE HELD BY OR FOR THE BENEFIT OF THE ASSOCIATION, INCLUDING WITHOUT LIMITATION PORTIONS HELD UNDER ANY LEASE, LICENSE OR EASEMENT IN FAVOR OF THE ASSOCIATION, OR THE EXERCISE OF ANY RIGHTS CONFERRED UPON THE ASSOCIATION IN THE RESTRICTIONS.

4.8 Insurance. The Board may purchase and cause to be maintained, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against or incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability or otherwise.

4.9 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 4.5* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute

discretion. The Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available pursuant to Applicable Law, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or the Resident of such Owner's Lot) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or the Resident of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

4.10 Community Systems. The Association is specifically authorized to provide, or to enter into contracts with other persons or entities to provide Community Systems. Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Board determines appropriate. Each Owner acknowledges that interruptions in cable television and other Community Systems and services will occur from time to time. Declarant and the Association, or any of their respective successors or assigns shall not be liable for, and no Community System or service user shall be entitled to refund, rebate, discount, or offset in applicable fees for, any interruption in Community Systems and services, regardless of whether or not such interruption is caused by reasons within the service provider's control. In addition, until expiration or termination of the Development Period, any contracts entered pursuant to this *Section 4.10* must be approved in advance and in writing by the Declarant.

4.11 Fence Maintenance Services. The Association is authorized to repair and maintain the perimeter fencing along the outer Property boundary. The Association's fence maintenance services include (a) replacement of rotted wood; (b) repair or replacement of damaged gates; (c) repair or replacement of damaged posts; (d) staining repaired or replaced components of the fence; and (e) re-staining fencing at least once every four (4) years or as otherwise determined by the Board. The Board shall determine, in its sole discretion, whether to repair versus replace components of a fence. Notwithstanding the foregoing, the Board will have the right to modify the fence maintenance services provided hereunder from time to time. Each Owner is required to maintain all fencing on an Owner's Lot which includes the following: (a) replacement of rotted wood; (b) repair or replacement of damaged gates; (c) repair or replacement of damaged posts; (d) staining repaired or replaced components of the fence; and (e)

re-staining fencing at least once every four (4) years or as otherwise determined by the Board. Fences crossing public utility easements must include gates or access for emergency and maintenance vehicles at all times. The Board will have the right to approve or dictate the access location along fences on the Property, including fences on an Owner's Lot.

4.12 Lot 901. The Association is authorized to maintain Lot 901 (gravesite lot), the cost for which shall be an Association expense funded by Assessments. The Board will have the right to determine what maintenance services are provided to Lot 901 from time to time. The Board may promulgate rules regarding access to Lot 901.

4.13 Private Streets. The Entry Gate, streets, and any sidewalks within the Property are private and constitute a portion the Common Area that is subject to the jurisdiction and administration by the Association. Maintenance of the Common Area, including the streets and any related easements, are paid for by the Association from Assessments of its Members. The Board is authorized to adopt, implement and enforce rules, regulations, and procedures governing the use, maintenance, repair and replacement of the Entry Gate, sidewalks, and streets. Declarant has caused to be filed a *Maintenance Plan for Private Roads*, recorded as Document No. _____ in the Comal County Official Public Records ("Maintenance Plan"), pursuant to Section IV, Subsection D(2) of the Comal County Subdivision Regulations. The Board of Directors of the Association (with written approval of the Declarant during the Development Period) has the authority to amend or restate the Maintenance Plan and the budgets included therein, from time to time to address projected expenses for the maintenance of the private streets on the Property.

4.14 Declarant's Right to Contribute to Revenues of the Association. Declarant shall have the right, *but not the obligation*, in its sole discretion and from time to time, to contribute to the revenues of the Association. At the option of Declarant, such contribution may be reflected on the books and records of the Association as a loan, in which event it shall be repaid by the Association to Declarant, at the discretion of Declarant. If treated as a loan, the contribution shall accrue interest, compounded monthly, from the date it is made until the date of its repayment, at the short term Applicable Federal Rate ("AFR"), as published by the Internal Revenue Service, and adjusted each month to reflect the AFR for such month.

4.15 Protection of Declarant's Interests. Despite any assumption of control of the Board by Owners other than Declarant, until the expiration or termination of the Development Period, the Board is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant. The Board will be required to continue the same level and quality of maintenance, operations and services as that provided immediately prior to assumption of control of the Board by Owners other than Declarant until the expiration or termination of the Development Period.

4.16 Administration of Common Area. The administration of the Common Area by the Association shall be in accordance with the provisions of Applicable Law and the Restrictions, and of any other agreements, documents, amendments or supplements to the

foregoing which may be duly adopted or subsequently required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

4.17 Notices and Disclaimers as to Security Systems. NEITHER THE DECLARANT, NOR A HOMEBUILDER, NOR THE ASSOCIATION, NOR THEIR SUCCESSORS NOR ASSIGNS, GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR RESIDENT OF PROPERTY RECEIVING SECURITY SERVICES THROUGH THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT NEITHER THE DECLARANT, NOR A HOMEBUILDER, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS NOR ASSIGNS ARE INSURERS OF THE OWNER OR RESIDENT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE LOT AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the party of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or Resident of property receiving security services through the Community Systems agrees that neither the Declarant, nor a Homebuilder, nor the Association, nor their successors nor assigns assumes liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of: (a) any failure of the Owner's security system; (b) any defective or damaged equipment, device, line or circuit; (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees; or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner and Resident obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, a Homebuilder, the Association, or their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars (\$250.00), which limitation applies irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, a Homebuilder, or the Association, or their successors or assigns. Further, in no event will Declarant, a Homebuilder, the Association, or their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

ARTICLE 5

INSURANCE

5.1 Insurance. Each Owner will be required to purchase and maintain commercially standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the Assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

5.2 Restoration. In the event of any fire or other casualty, unless otherwise approved by the ACC, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner and diligently pursued to completion using exterior materials substantially similar to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by Applicable Law from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, then at the rate of one and one-half percent (1½%) per month) will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

5.3 Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 6 COVENANT FOR ASSESSMENTS

6.1 Assessments.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied against each Lot in amounts determined pursuant to *Section 6.7* below. The total amount of Assessments will be determined by the Board pursuant to *Sections 6.3, 6.4, 6.5* and/or *6.6*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this *Article 6*.

6.2 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association may be used for any purpose authorized by the Restrictions and the Applicable Law.

6.3 Regular Assessments. Prior to the beginning of each fiscal year, the Board will prepare a budget for the purpose of determining amounts sufficient to pay the estimated net expenses of the Association (the "Regular Assessments") which sets forth:

(a) an estimate of the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under the Restrictions, including, but not limited to, the cost of all management, repair and maintenance of Common Areas, the cost of providing street and other lighting, the cost of administering and enforcing the Restrictions, the improvement, maintenance and/or repaving of streets, costs to maintain landscaped areas, walkways and trail, costs to fund taxes and insurance; and

(b) an estimate of the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, giving due consideration to any

expected income and any surplus from the prior year's fund.

Regular Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any Individual Assessment by any Owner, the Association may at any time, and from time to time, levy further Regular Assessments in the same manner. All such Regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal quarterly installments, or in such other manner as the Board may designate in its sole and absolute discretion.

6.4 Working Capital Assessment. Each Owner (other than Declarant) of a residential Lot will pay a one-time working capital assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion, which the Association may use to discharge operating expenses. Such working capital assessment need not be uniform among all Lots, and the Board is expressly authorized to levy working capital assessments of varying amounts depending on the size, use and general character of the Lots then being made subject to such levy. The levy of any working capital assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the working capital assessment and the Lots to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent. Additionally, an Owner who (i) is a Homebuilder; or (ii) acquires a Lot for the purpose of resale to a Homebuilder (a "Development Owner") will not be subject to the working capital assessment; however, the working capital assessment will be payable by any Owner who acquires a Lot from a Homebuilder or Development Owner for residential living purposes or by any Owner who: (i) acquires a Lot and is not in the business of constructing single-family residences for resale to a third party; or (ii) who acquires the Lot for any purpose other than constructing a single-family residence thereon for resale to a third party. The working capital assessment will be in addition to, not in lieu of, any other assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such assessments. The working capital assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any working capital assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

6.5 Special Assessments. In addition to the Regular Assessments provided for above, the Board may levy special assessments (the "Special Assessments") whenever in the Board's opinion such Special Assessments are necessary to enable the Board to carry out the

functions of the Association under the Restrictions. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area.

6.6 Individual Assessments. In addition to any other Assessments, the Board may levy an individual assessment (the "Individual Assessment") against an Owner and the Owner's Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with the Declaration; fines for violations of the Restrictions; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Residents of the Owner's Lot; common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received.

6.7 Amount of Assessment.

(a) Assessments to be Levied. The Board shall levy Assessments against each "Assessment Unit" (as defined in *Section 6.7(b)* below). Unless otherwise provided in this Declaration, Assessments levied pursuant to *Section 6.3* and *Section 6.5* shall be levied uniformly against each Assessment Unit allocated to a Lot.

(b) Assessment Unit. Each Lot shall constitute one "Assessment Unit" unless otherwise provided in the Restrictions.

(c) Assessment Exemption. Notwithstanding anything in this Declaration to the contrary, no Assessments shall be levied upon Lots owned by Declarant or upon Lot 901 (gravesite lot).

(d) Other Exemptions. Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Property or any Lot from any Assessments levied or charged pursuant to this *Article 6*; or (ii) delay the levy of Assessments against any un-platted, unimproved or improved portion of the Property. Declarant or the Board may also exempt any portion of the Property which is dedicated and accepted by public authority from Assessments.

6.8 Late Charges. If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however,

such charge will never exceed the maximum charge permitted under Applicable Law.

6.9 Owner's Personal Obligation; Interest. Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of one and one half percent (1½%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Lot owned by such Owner.

6.10 Assessment Lien and Foreclosure. The payment of all sums assessed in the manner provided in this *Article 6* is, together with late charges as provided in *Section 6.8* and interest as provided in *Section 6.9* hereof and all costs of collection, including attorney's fees as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to *Section 6.1(b)* above, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for: (i) tax liens; (ii) all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot in question and (iii) home equity loans or home equity lines of credit which are secured by a second mortgage lien or second deed of trust lien of record; provided that, in the case of subparagraphs (ii) and (iii) above, such Mortgage was Recorded before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer, agent, or attorney of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the officers, agents, or attorneys of the Association and will be Recorded. Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration, will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than sixty (60) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Lot; except, however, that in the event of foreclosure of any lien superior to the Assessment lien, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that

funds are available after the satisfaction of the indebtedness secured by the Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this *Section 6.10*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been Recorded as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer, agent, or attorney of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such twelve (12) day period) to such Owner, in addition to all other rights and remedies available pursuant to Applicable Law, terminate, in such manner as the Board deems appropriate, any utility or cable service provided through the Association and not paid for directly by an Owner or Resident to the utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Resident of the Owner's Lot can make arrangements for payment of the bill and for reconnection of service. Utility or cable service will not be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by Applicable Law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than liens superior to the Assessment lien and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no transfer fee will be due upon the transfer of a Lot from Declarant to a third party.

6.11 Exempt Property. The following areas within the Property will be exempt from the Assessments provided for in this *Article 6*:

- (a) All area dedicated and accepted by a public authority;
- (b) Lot 901 (gravesite lot);
- (c) The Common Area; and
- (d) Any portion of the Property owned by Declarant.

6.12 Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Resident's guests, agents or invitees. Any fine and/or charge for damage levied in accordance with this *Section 6.12* will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities caused by the Owner, Resident, or their guests, agents, or invitees. The Management Company will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt, amend, and/or re-state a schedule of fines.

(b) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.9* hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.1(b)* of this Declaration. Unless otherwise provided in this *Section 6.12*, the fine and/or damage charge will be considered an Assessment for the purpose of this *Article 6* and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 6*.

ARTICLE 7 ARCHITECTURAL CONTROL COMMITTEE

Until Declarant has delegated its right to appoint and remove all members of the ACC to the Board as provided in *Section 7.2(a)* below, the ACC will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. **Notwithstanding any provision in this Declaration to the contrary, Declarant may act as the ACC or appoint a single person to exercise the rights of the ACC until the expiration of twelve (12) months after the expiration of the Development Period.**

7.1 Construction of Improvements. No Improvement may be erected, placed, constructed, painted, altered, modified or remodeled on any Lot, and no Lot may be re-subdivided or consolidated with other Lots or Property, by anyone other than Declarant without the prior written approval of the ACC.

7.2 Architectural Control Committee.

(a) Composition. The ACC will be composed of not more than three (3) persons (who need not be Members or Owners) appointed as provided below, who will review Improvements proposed to be made by any Owner other than Declarant. Declarant will have the right to appoint and remove (with or without cause) all members

of the ACC. Declarant may assign its right to appoint all members of the ACC to the Association by Recorded written instrument, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the ACC. Any assignment by Declarant of the right to appoint and remove all members of the ACC may be withdrawn until expiration of twelve (12) months after the expiration of the Development Period. If Declarant withdraws its assignment of the right to appoint and remove all members of the ACC, then on the date of such withdrawal, Declarant will have the right to appoint and remove (with or without cause) all members of the ACC. **Declarant's right to appoint all members of the ACC will automatically be assigned to the Association upon the expiration of twelve (12) months after the expiration of the Development Period.** Declarant, at its option, may create and assign specific duties and responsibilities to one or more sub-committees consisting of members and/or nonmembers of the ACC. In the event responsibilities and duties are assigned to a sub-committee, those responsibilities and duties will no longer be discharged by the ACC unless the sub-committee exercising such duties and responsibilities is dissolved by Declarant. The right to create, dissolve, and appoint members of such sub-committees will reside exclusively with Declarant until such time as Declarant has assigned its right to appoint members of the ACC to the Association. The ACC will have the right to employ consultants and advisors as it deems necessary or appropriate.

(b) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines or any additional rules adopted by the ACC together with any review fee which is imposed by the ACC to the ACC at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications thereof have been approved in writing by a Majority of the members of the ACC. The ACC may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the ACC or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The ACC may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the ACC, in its sole discretion, may require. Site plans must be approved by the ACC prior to the clearing of any Lot, or the construction of any Improvements. The ACC may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the ACC, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

Notwithstanding any provision to the contrary in the Declaration, the ACC may issue an approval to Homebuilders for the construction of Improvements based on the review and approval of plan types and adopt a procedure which differs from the procedures for review and approval of Improvements set forth in this Declaration.

(c) Design Guidelines. Declarant may adopt the initial Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines. Upon expiration or termination of the Development Period, the Board, or any sub-committee, will have the power from time to time, to amend, modify, or supplement the Design Guidelines; provided, however, that any amendment to the Design Guidelines made by a sub-committee will only apply to the Improvements under the jurisdiction of such sub-committee, and during the Development Period, any such amendment, modification or supplement must be approved in advance and in writing by the Declarant. In the event of any conflict between the terms and provisions of the Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the ACC will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant to the terms of this Declaration. Such charges will be held by the ACC and used to defray the administrative expenses incurred by the ACC in performing its duties hereunder; provided, however, that any excess funds held by the ACC will be distributed to the Association at the end of each calendar year. The ACC will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the ACC. The ACC will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

(d) Actions of the ACC. The ACC may, by resolution unanimously adopted in writing, designate one or more of its members, or an agent acting on its behalf, to take any action or perform any duties for and on behalf of the ACC, except the granting of variances. In the absence of such designation, the vote of a Majority of all of the members of the ACC taken at a duly constituted meeting will constitute an act of the ACC.

(e) Failure to Act. In the event that any plans and specifications are submitted to the ACC as provided herein, and the ACC fails either to approve or reject such plans and specifications for a period of sixty (60) days following such submission, rejection of such plans and specifications by the ACC will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the ACC to act upon a request for a variance will not be deemed a consent to such variance, and the ACC's written approval of all requests for variances will be expressly required.

(f) Variances. The ACC may grant variances from compliance with any of the provisions of the Design Guidelines or this Declaration, when, in the opinion of the ACC, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be signed by at least a Majority of the members of the ACC. Each variance must also be Recorded; provided however, that failure to record a

variance will not affect the validity thereof or give rise to any claim or cause of action against the ACC, including the Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Design Guidelines.

(g) Duration of Approval. Unless otherwise directed by the ACC, the approval of the ACC of any plans and specifications, and any variances granted by the ACC, will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such plans and specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion, the Owner will be required to resubmit such plans and specifications or request for a variance to the ACC, and the ACC will have the authority to re-evaluate such plans and specifications in accordance with this Section and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(h) No Waiver of Future Approvals. The approval of the ACC to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the ACC will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the ACC.

(i) Non-Liability of Committee Members. NEITHER DECLARANT, THE ACC, NOR ANY PARTNER, EMPLOYEE, DIRECTOR, OFFICER, COMMITTEE MEMBER, OR AGENT WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ACC'S DUTIES UNDER THIS DECLARATION.

ARTICLE 8 MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this *Article 8* apply to the Declaration and the Bylaws of the Association.

8.1 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its

Mortgage relates) (thereby becoming an “Eligible Mortgage Holder”), will be entitled to timely written notice of:

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

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

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

8.2 Examination of Books. The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

8.3 Taxes, Assessments and Charges. All taxes, Assessments and charges that may become liens prior to first lien mortgages under Applicable Law will relate only to the individual Lots and not to any other portion of the Property.

ARTICLE 9 GENERAL PROVISIONS

9.1 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is Recorded, and continuing through and including January 1, 2068, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word “change” meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the Recording of a certified copy of such resolution. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. Notwithstanding any provision in this *Section 9.1* to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Applicable Law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living, as of the date that this Declaration was Recorded, descendants of Elizabeth II, Queen of England.

9.2 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Common Area for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners. In the event any proceeds attributable to acquisition of Common Area are paid to Owners, such payments will be allocated on the basis of Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on the respective Lot.

9.3 Amendment. This Declaration may be amended or terminated by the Recording of an instrument setting forth the amendment executed and acknowledged by (i) the Declarant, acting alone, during the Development Period; or (ii) by the president and secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association. The foregoing sentence shall in no way be interpreted to mean sixty-seven percent (67%) of a quorum as established pursuant to the Bylaws. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Declaration: (i) to bring any provision into compliance with Applicable Law; (ii) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (iv) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

9.4 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Homebuilder or other developer of any portion of the Property makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Property and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or Improvements within the Property. Each Owner who acquires a Lot within the Property acknowledges that development of the Property will likely extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

9.5 Enforcement. The Association and the Declarant will have the right to enforce, by a proceeding at law or in equity, the Restrictions. The Association and/or the Declarant may

initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement will include both damages for and injunctive relief against the breach of any provision hereof. Every act or omission whereby any provision of the Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association. Any violation of any Applicable Law pertaining to the ownership, occupancy, or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein. Failure to enforce any right, provision, covenant, or condition set forth in the Restrictions will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future. Failure of the Declarant or the Association to enforce the terms and provisions of the Restrictions shall in no event give rise to any claim or liability against the Declarant, the Association, or any of their partners, directors, officers, or agents. EACH OWNER, BY ACCEPTING TITLE TO ALL OR ANY PORTION OF THE PROPERTY, HEREBY RELEASES AND SHALL HOLD HARMLESS EACH OF THE DECLARANT, THE ASSOCIATION, AND THEIR PARTNERS, DIRECTORS, OFFICERS, OR AGENTS FROM AND AGAINST ANY DAMAGES, CLAIMS, OR LIABILITY ASSOCIATED WITH THE FAILURE OF THE DECLARANT OR THE ASSOCIATION TO ENFORCE THE TERMS AND PROVISIONS OF THE RESTRICTIONS.

9.6 Higher Authority. The terms and provisions of this Declaration are subordinate to Applicable Law. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with Applicable Law.

9.7 Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by Applicable Law, the validity of such provision as applied to any other person or entity.

9.8 Conflicts. If there is any conflict between the provisions of this Declaration, the Certificate, the Bylaws, or any Rules adopted pursuant to the terms of such documents, the provisions of this Declaration, the Certificate, the Bylaws, and the Rules, in such order, will govern.

9.9 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

9.10 Acceptance by Grantees. Each grantee of Declarant of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land

within the Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

9.11 Damage and Destruction. The Association shall undertake the following actions subsequent to damage or destruction to all or any part of the Common Area covered by insurance:

(a) **Claims.** Promptly after damage or destruction by fire or other casualty to all or any part of the Common Area covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 9.11(a)*, means repairing or restoring the Common Area to substantially the same condition as existed prior to the fire or other casualty.

(b) **Repair Obligations.** Any damage to or destruction of the Common Area will be repaired unless a Majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) **Restoration.** In the event that it should be determined by the Board that the damage or destruction of the Common Area will not be repaired and no alternative Improvements are authorized, then the affected portion of the Common Area will be restored to its natural state and maintained as an undeveloped portion of the Common Area by the Association in a neat and attractive condition.

(d) **Special Assessment.** If insurance proceeds are paid to restore or repair any damaged or destroyed Common Area, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair.

(e) **Proceeds Payable to Owners.** In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Common Area, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of Mortgages or deeds of trust on their Lots.

9.12 No Partition. Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Common Area or any part thereof will be permitted, nor will any person acquiring any interest in the Property or any part thereof seek any such judicial partition unless the portion of the Property in question has been removed from the provisions of this Declaration. This *Section 9.12* will not be construed to prohibit the Board from acquiring

and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration.

9.13 Notices. Any notice permitted or required to be given to any person by this Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by Applicable Law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

9.14 View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area within the Property will be preserved without impairment. Neither the Declarant, the ACC, nor the Association shall have any obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area) will have the right to add trees and other landscaping from time to time, subject to Applicable Law. There shall be no express or implied easements for view purposes or for the passage of light and air.

9.15 Safety, Security and Acknowledgment of Gravesite Lot. Each Owner and Resident of a Lot and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property. The Association or the Declarant may, but shall not be obligated to, maintain or support certain activities within the Property designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, in no event shall the Association, the Declarant or their board members, directors, officers, committee members, employees, or agents be considered insurers or guarantors of safety or security within the Property nor shall the Association, the Declarant or their board members, directors, officers, committee members, employees, or agents be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems, the Entry Gate, or any gate, mechanism or system for limiting access to the Property or any portion thereof, cannot be compromised or circumvented; or that any such system or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any occupants of such Owner's Lot that the Association, the Declarant or their board members, directors, officers, committee members, employees, or agents are not insurers or guarantors of security or safety and that each person within the Property assumes all risks of personal injury and loss or damage to property, including any residences or Improvements constructed upon any Lot and the contents thereof, resulting from acts of third parties. Each Owner further acknowledges and understands that Lot 901 on the Property contains a gravesite. Each Owner is encouraged to conduct such due diligence as it deems proper to determine any effect Lot 901 may have on an Owner's Lot. Neither the Declarant or the Association is responsible for any claim by an Owner as to any affect on an Owner's Lot resulting from Lot 901.

ARTICLE 10 EASEMENTS

10.1 Right of Ingress and Egress. Declarant, its agents, employees and designees will have a right of ingress and egress over and the right of access to the Common Area to the extent necessary to use the Common Area and the right to such other temporary uses of the Common Area as may be required or reasonably desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property. The Property shall be subject to a perpetual non-exclusive easement for the installation and maintenance of, including the right to read meters, service or repair lines and equipment, and to do everything and anything necessary to properly maintain and furnish the Community Systems and the facilities pertinent and necessary to the same, which easement shall run in favor of Declarant. Declarant shall have the right, but not the obligation, to install and provide the Community Systems and to provide the services available through the Community Systems to any and all Lots within the Property. Neither the Association nor any Owner shall have any interest therein. Any or all of such services may be provided either directly through the Association and paid for as part of the Assessments or paid directly to Declarant, any affiliate of Declarant, or a third party, by the Owner who receives the services. The Community Systems shall be the property of Declarant unless transferred by Declarant, whereupon any proceeds of such transfer shall belong to Declarant. Declarant shall have the right but not the obligation to convey, transfer, sell or assign all or any portion of the Community Systems or all or any portion of the rights, duties or obligations with respect thereto, to the Association or to any person or entity. The rights of Declarant with respect to the Community Systems installed by Declarant and the services provided through such Community Systems are exclusive, and no other person or entity may provide such services through the Community Systems installed by Declarant without the prior written consent of Declarant. In recognition of the fact that interruptions in Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

10.2 Reserved Easements. All dedications, limitations, restrictions and reservations shown on any Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant or any third party prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing the Property.

10.3 Utility Easements. Declarant hereby reserves unto itself and Declarant's successors and assigns a perpetual non-exclusive easement over and across the Property for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Property and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Property and any other

property owned by Declarant; and (iii) the installation, operation and maintenance of roadways, gates, walkways, pathways and trails, drainage systems, street lights, signage, and other Improvements to serve the Property and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (i) through (iii) of this *Section 10.3*. The exercise of the easement reserved herein will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

10.4 Roadway and Utility Easements. Declarant reserves the right to create, locate, relocate, construct, erect, and maintain or cause to be created, located, relocated, constructed, erected, and maintained in and on any portion of the Property then owned by Declarant or the streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Common Area, roadways, access points for emergency access gates and all weather access roads, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of access, repair and maintenance.

10.5 Fencing, Landscape, Monumentation and Signage Easement. Declarant hereby reserves an easement over and across the Property and the Common Area for the installation, operation, maintenance, repair, relocation, removal and/or modification of subdivision entry facilities, utilities, walls, streets, perimeter fencing, signs, monument signs and/or landscaping which serve the Property and the Common Area, and any other property owned by the Declarant or the Association. No improvements or structures shall be constructed on the easement areas and continuous access shall be granted through a gate for Pedernales Electric Cooperation per the transmission easement affecting the Property as noted on the plat and recorded under Volume 336, Page 491 of the Comal County Official Public Records. Declarant will have the right, from time to time, to Record a written notice which identifies the easement area for subdivision entry facilities, utilities, walls, streets, perimeter fencing, signs, monument signs and/or landscaping to which the easement reserved hereunder applies. Declarant may designate all or any portion of the easement area for subdivision entry facilities, utilities, walls, streets, perimeter fencing, signs, monument signs and/or landscaping as Common Area. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

ARTICLE 11 DECLARANT AS ATTORNEY-IN-FACT

11.1 Declarant as Attorney-in-fact. To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of

substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party. The aforesaid power shall be vested in Declarant, its successors and assigns, for a period of ten (10) years from the date the first Lot is conveyed to an individual purchaser, or until the expiration or termination of the Development Period, whichever occurs first. Declarant hereby reserves for itself, its successors and assigns the right to execute on behalf of each Owner, Mortgagee, and third party claiming a legal or equitable interest in the Common Area, any such agreements, documents, amendments or supplements to the Restrictions which may be required by any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans (including, for example, the Federal Home Loan Mortgage Corporation) designated by Declarant or by any governmental or quasi-governmental agency having regulatory jurisdiction over the Common Area or by any title insurance company selected by Declarant to insure title to any portion of the Common Area.

ARTICLE 12 DEVELOPMENT RIGHTS

12.1 Development by Declarant. It is contemplated that the Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to pursue the development, construction and marketing of the Property, the right to direct the size, shape, and composition of the Property, the right to create and/or designate Lots and Common Areas and to subdivide with respect to any of the Property pursuant to the terms of this *Section 12.1*, subject to any limitations imposed on portions of the Property by any applicable Plat. Collectively, the rights reserved to the Declarant as set forth in this Declaration shall be known as the "Development Rights," and Declarant hereby reserves the right and privilege for itself, and/or its assigns, to exercise the Development Rights, and any other rights reserved on behalf of the Declarant as set forth in this Declaration until twenty-four (24) months after the expiration or termination of the Development Period, except the right to appoint and remove Board members and officers of the Association which shall be governed by the provisions set out in *Section 4.3*. These rights may be exercised with respect to any portions of the Property and the Common Area. As each area is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area.

12.2 Special Declarant Rights. Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property and the Common Area. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and Declarant hereby reserves the right and privilege for

itself to conduct the activities enumerated in this *Section 12.2* until two (2) years after expiration or termination of the Development Period.

12.3 Addition of Land. Declarant may, at any time and from time to time, add additional lands to the Property. Upon the filing of a notice of addition of land, such land will be considered part of the Property for purposes of this Declaration, and such added lands will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add lands to the Property, Declarant will be required only to Record a notice of addition of land containing the following provisions:

- (a) A reference to this Declaration, which reference will state the document number or volume and initial page number of the Official Public Records of Comal County wherein this Declaration is Recorded;
- (b) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and
- (c) A legal description of the added land.

12.4 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association any portion of the Property. Upon any such withdrawal and removal this Declaration and the covenants, conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to Record a notice of withdrawal of land containing the following provisions:

- (a) A reference to this Declaration, which reference will state the document number or volume and initial page number of the Official Public Records of Comal County wherein this Declaration is recorded;
- (b) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and
- (c) A legal description of the withdrawn land.

12.5 Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

**ARTICLE 13
DISPUTE RESOLUTION**

13.1 Introduction and Definitions. The Association, the Owners, Declarant, all persons subject to this Declaration, and any person not otherwise subject to this Declaration who agrees to submit to this *Article 13* (collectively, the "Parties") agree to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation and arbitration if at all possible. Accordingly, each Party hereby covenants and agrees that this *Article 13* applies to all Claims as hereafter defined. This *Article 13* may only be amended with the prior written approval of the Declarant, the Association (acting through a Majority of the Board), and Owners holding one hundred percent (100%) of the votes in the Association. As used in this *Article 13* only, the following words, when capitalized, have the following specified meanings:

(a) "Claim" means:

(i) Claims relating to the rights and/or duties of Declarant, the Association, or the ACC, under the Restrictions.

(ii) Claims relating to the acts or omissions of the Declarant, the Association or a Board member or officer of the Association during Declarant's control and administration of the Association, and any claim asserted against the ACC.

(iii) Claims relating to the design or construction of the Community Systems, Common Area or any Improvements located on the Property.

(b) "Claimant" means any Party having a Claim against any other Party.

(c) "Respondent" means any Party against which a Claim has been asserted by a Claimant.

13.2 Mandatory Procedures. Claimant may not initiate any proceeding before any administrative tribunal seeking redress or resolution of its Claim until Claimant has complied with the procedures of this *Article 13*. As provided in *Section 13.9* below, a Claim will be resolved by binding arbitration.

13.3 Claim Affecting Community Systems and Common Area. The Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Lot Owner (whether one or more); or (ii) pertaining to a Claim, as defined in *Section 13.1* above, relating to the design or construction of Improvements on a Lot (whether one or more). In the event the Association or a Lot Owner asserts a Claim related to the Community Systems or Common Area, as a precondition to providing the Notice defined in *Section 13.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 13*, or taking any other action to prosecute a Claim related to the Community Systems or Common Area, the Association or a Lot Owner, as applicable, must:

(a) Independent Report on the Condition of the Community Systems or Common Area. Obtain an independent third-party report (the "Community Systems or Common Area Report") from a licensed professional engineer which: (i) identifies the Community Systems or Common Area subject to the Claim including the present physical condition of the Community Systems or Common Area; (ii) describes any modification, maintenance, or repairs to the Community Systems or Common Area performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Community Systems or Common Area subject to the Claim. For the purposes of this *Section 13.3*, an independent third-party report is a report obtained directly by the Association or a Lot Owner and paid for by the Association or a Lot Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or a Lot Owner in the Claim. As a precondition to providing the Notice described in *Section 13.5*, the Association or Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Community Systems or Common Area Report, the specific Community Systems or Common Area to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Community Systems or Common Area Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 13.5*, the Association or the Lot Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Community Systems or Common Area Report.

(b) Claim by the Association - Owner Meeting and Approval. If the Claim is prosecuted by the Association, the Association must first obtain approval from Members holding sixty-seven percent (67%) of the votes in the Association to: (i) provide the Notice described in *Section 13.5*; (ii) initiate the mandatory dispute resolution procedures set forth in this *Article 13*; or (iii) take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (a) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (b) a copy of the Community Systems or Common Area Report; (c) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the "Engagement Letter"); (d) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not proceed with the Claim; (e) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (f) an estimate of the impact on the value of each Lot if the Claim is prosecuted and an estimate of the impact

on the value of each Lot after resolution of the Claim; (g) an estimate of the impact on the marketability of each Lot if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot during and after resolution of the Claim; (h) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (i) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Lot Owner, as applicable, in the Claim. In the event Members approve providing the Notice described in *Section 13.5*, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

13.4 Claim by Lot Owners – Improvements on Lots. Notwithstanding anything contained herein to the contrary, in the event a warranty is provided to a Lot Owner by the Declarant or a Homebuilder relating to the design or construction of any Improvements located on a Lot, then this *Article 13* will only apply to the extent that this *Article 13* is more restrictive than such Lot Owner’s warranty, as determined in the Declarant’s sole discretion. If a warranty has not been provided to a Lot Owner relating to the design or construction of any Improvements located on a Lot, then this *Article 13* will apply. If a Lot Owner brings a Claim, as defined in *Section 13.1*, relating to the design or construction of any Improvements located on a Lot (whether one or more), as a precondition to providing the Notice defined in *Section 13.5*, initiating the mandatory dispute resolution procedures set forth in this *Article 13*, or taking any other action to prosecute a Claim, the Lot Owner must obtain an independent third-party report (the “Owner Improvement Report”) from a licensed professional engineer which: (i) identifies the Improvements subject to the Claim including the present physical condition of the Improvements; (ii) describes any modification, maintenance, or repairs to the Improvements performed by the Lot Owner(s) and/or the Association; and (iii) provides specific and detailed recommendations regarding remediation and/or repair of the Improvements subject to the Claim. For the purposes of this *Section 13.4*, an independent third-party report is a report obtained directly by the Lot Owner and paid for by the Lot Owner, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Lot Owner in the Claim. As a precondition to providing the Notice described in *Section 13.5*, the Lot Owner must provide at least ten (10) days prior written notice of the inspection, calculated from the date of receipt of such notice, to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Owner Improvement Report, the specific Improvements to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Owner Improvement Report shall be provided to each party subject to a Claim. In addition, before providing the Notice described in *Section 13.5*, the Lot Owner shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Owner Improvement Report.

13.5 Notice. Claimant must notify Respondent in writing of the Claim (the “Notice”), stating plainly and concisely: (i) the nature of the Claim, including date, time, location, persons

involved, and Respondent's role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this *Section 13.5*. For Claims governed by Chapter 27 of the Texas Property Code, the time period for negotiation in *Section 13.6* below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with *Section 13.6*, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. *Section 13.6* does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 could affect a Claim if the Claim is subject to Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in *Section 13.7* below, is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to *Section 13.7* is required without regard to the monetary amount of the Claim.

If the Claimant is the Association, the Notice will also include: (a) a true and correct copy of the Community Systems or Common Area Report; (b) a copy of the Engagement Letter; (c) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Community Systems or Common Area which forms the basis of the Claim; (d) a true and correct copy of the special meeting notice provided to Members in accordance with *Section 13.3(b)* above; and (e) reasonable and credible evidence confirming that Members holding sixty-seven percent (67%) of the votes in the Association approved providing the Notice. If the Claimant is not the Association and pertains to the Community Systems or Common Area, the Notice will also include a true and correct copy of the Community Systems or Common Area Report. If the Claimant is not the Association and pertains to Improvements on a Lot, the Notice will also include a true and correct copy of the Owner Improvement Report.

13.6 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action.

13.7 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to

mediation within the 30-day period, Respondent may submit the Claim to mediation in accordance with this *Section 13.7*.

13.8 Termination of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this *Article 13*.

13.9 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this *Section 13.9*.

(a) **Governing Rules.** If a Claim has not been resolved after mediation as required by *Section 13.7*, the Claim will be resolved by binding arbitration in accordance with the terms of this *Section 13.9* and the rules and procedures of the American Arbitration Association (“AAA”) or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent in Comal County, Texas. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA’s “Construction Industry Dispute Resolution Procedures” and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this *Section 13.9*, this *Section 13.9* will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal except as provided in *Section 13.9(d)*, but may be reduced to judgment or enforced in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

(i) One arbitrator shall be selected by Respondent, in its sole and absolute discretion;

(ii) One arbitrator shall be selected by the Claimant, in its sole and absolute discretion; and

(iii) One arbitrator shall be selected by mutual agreement of the arbitrators having been selected by Respondent and the Claimant, in their sole and absolute discretion.

(b) Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this *Section 13.9* will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (i) exercising self-help remedies (including set-off rights); or (ii) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of selfhelp remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

(c) Statute of Limitations. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding under this *Section 13.9*.

(d) Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law. The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of this *Section 13.9* and subject to *Section 13.10* below (attorney's fees and costs may not be awarded by the arbitrator); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have the right to seek vacation or modification of any award that is based in whole, or in part, on (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (ii) conclusions of law that are erroneous; (iii) an error of federal or state law; or (iv) a cause of action or remedy not expressly provided under existing state or federal law. In no event may an arbitrator award speculative, consequential or punitive damages for any Claim.

(e) Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in Comal County, Texas. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and Applicable Law. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by Applicable Law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

13.10 Allocation of Costs. Notwithstanding any provision in this Declaration to the contrary, each party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Binding Arbitration sections above, including its attorney's fees. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

13.11 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant's Claim.

13.12 Period of Limitation.

(a) **For Actions by an Owner.** The exclusive period of limitation for any of the Parties to bring any Claim, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design, four (4) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 13.12(a)* be interpreted to extend any period of limitations under Texas law.

(b) **For Actions by the Association.** The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim of construction defect or defective design of the Community Facilities, shall be the earliest of: (i) for Claims alleging construction defect or defective design, two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim; (ii) for Claims other than those alleging construction defect or defective design of the Community Facilities, four (4) years and one (1) day from the date that the Association discovered or reasonably should have discovered evidence of the Claim; or (iii) for all Claims, the applicable statute of limitations under Texas law. In no event shall this *Section 13.12(b)* be interpreted to extend any period of limitations under Texas law.

13.13 Funding Arbitration and Litigation. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney's fees, conducted pursuant to this *Article 13* or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association's annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

[Signature page follows.]

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OXBOW ON THE GUADALUPE]

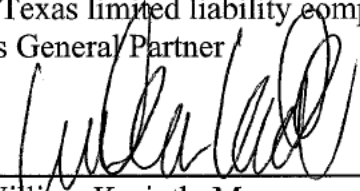
EXECUTED this the 17th day of July, 2019.

DECLARANT:

OXBOW LAND PARTNERS, LLC,
a Texas limited liability company

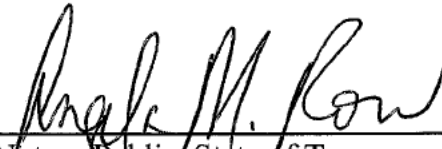
By: Kona Coast Venture, Ltd.,
a Texas limited partnership, its Member

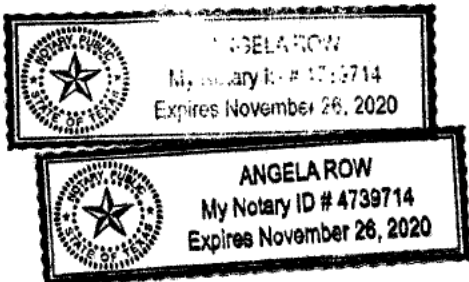
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on this 17th day of July, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, the Member of Oxbow Land Partners, LLC, a Texas limited liability company, on behalf of said entities.


Notary Public, State of Texas



After Recording, Please Return to:
McLean & Howard, LLP
Barton Oaks Plaza, Building 2, Suite 225
901 S. Mopac Expressway
Austin, Texas 78746
Attention: William P. McLean

Exhibit A

Tract 1:

77.391 acres, more or less, situated in the C. A. Smith Survey No. 321, Comal County, Texas, said tract being more particularly described in that certain *Special Warranty Deed with Vendor's Lien* from Ed Nell River Ranch Partnership, a Texas general partnership to Kona Coast Venture, Ltd., a Texas limited partnership, dated August 31, 2017 and recorded as Document No. 201706040749 in the Official Public Records of Comal County, Texas.

Tract 2:

2.833 acres, more or less, situated in the C.A. Smith Survey No. 321, Comal County, Texas, said tract being more particularly described in that certain General Warranty Deed with Vendor's Lien from Francine Corbett-Voltz, formerly known as Francine Karen Corbett, Linda Corbett and Sean Michael Corbett to Kona Coast Venture, Ltd., a Texas limited partnership, dated September 21, 2017 and recorded as Document No. 201706043512 in the Official Public Records of Comal County, Texas.

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the lien created by a Deed of Trust recorded as Document No. 201906023783 in the Official Public Records of Comal County, Texas (the "Lien"), securing a note of even date therewith, executes this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe solely for the purposes of (i) evidencing its consent to this First Amendment, and (ii) subordinating the Lien to this First Amendment, both on the condition that the Lien shall remain superior to the Assessment Lien in all events.

Moody National Bank

By: [Signature]
Name: Jeffery M. Hutchens
 Executive Vice President
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 15 day of July, 2019, by JEFFERY M. HUTCHENS as EVP of Moody National Bank, on behalf of said entity.



[Signature]
Notary Public – State of Texas

(SEAL)

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/06/2019 10:15:39 AM
LAURA 4 Pages(s)
201906027152

 Bobbie Koepp



201906017559 05/23/2019 10:32:39 AM 1/7

SUBDIVISION PLAT
(PLAT)

**NAME OF
SUBDIVISION:**

OXBOW ON THE GUADALUPE

(Reference #)

PLAT MAP IMAGE(S) LOCATED IN PLAT MAP RECORDS

PREPARED IN THE OFFICE OF THE COMAL COUNTY CLERK

BY: *Sammy Kowalski*
Deputy Clerk

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/23/2019 10:32:39 AM
CASHFOUR 7 Page(s)
201906017559



Bobbie Koepf

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 79741 Geo ID: 740522004001
Legal Acres: 77.3910
Legal Desc: A-522 SUR-321 C A SMITH, ACRES 77.391
Situs: 795 SATTLER RD NEW BRAUNFELS, TX 78132
DBA:
Exemptions:

Owner ID: 216790 100.00%
KONA COAST VENTURE LTD
11860 FM 306
NEW BRAUNFELS, TX 78132-2211

For Entities

Value Information

COMAL COUNTY
COMAL ISD
Credit
ESD #2 (EMS)
ESD #3 (FIRE)
Lateral Road
Rural Fire #4

Improvement HS: 0
Improvement NHS: 74,980
Land HS: 0
Land NHS: 7,400
Productivity Market: 565,630
Productivity Use: 5,730
Assessed Value 88,110

Property is receiving Ag Use

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc/JP&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 01/23/2019

Total Due if paid by: 01/31/2019

0.00

RECEIVED

FEB 12 2019

COUNTY ENGINEER

Tax Certificate Issued for:	Taxes Paid in 2018
COMAL COUNTY	260.09
Lateral Road	55.27
COMAL ISD	1,224.73
ESD #2 (EMS)	70.49
ESD #3 (FIRE)	70.14

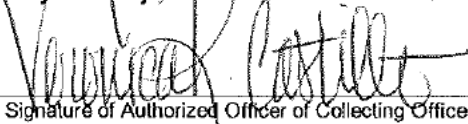
If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

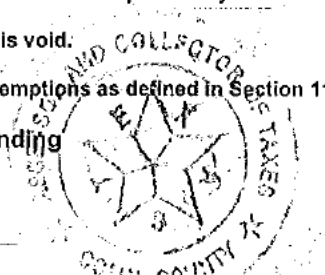
Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending


Signature of Authorized Officer of Collecting Office



Date of Issue: 01/23/2019
Requested By: KONA COAST VENTURE LTD
Fee Amount: 10.00
Reference #:

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 79742 Geo ID: 740522004002
Legal Acres: 2.8340
Legal Desc: A-522 SUR-321 CA SMITH, ACRES 2.834
Situe: 807 SATTler RD NEW BRAUNFELS, TX 78132
DBA:
Exemptions:

Owner ID: 216790 100.00%
KONA COAST VENTURE LTD
11860 FM 306
NEW BRAUNFELS, TX 78132-2211

For Entities

COMAL COUNTY
COMAL ISD
Credit
ESD #2 (EMS)
ESD #3 (FIRE)
Lateral Road
Rural Fire #4

Value Information

Improvement HS: 0
Improvement NHS: 0
Land HS: 0
Land NHS: 104,930
Productivity Market: 0
Productivity Use: 0
Assessed Value 104,930

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year Entity	Taxable	Tax Due	Disc JP&I	Attorney Fee	Total Due
Totals:		0.00	0.00	0.00	0.00

Effective Date: 01/23/2019

Total Due if paid by: 01/31/2019

0.00

RECEIVED

FEB 12 2019

COUNTY ENGINEER

Tax Certificate Issued for:	Taxes Paid in 2018
COMAL COUNTY	309.74
Lateral Road	65.82
COMAL ISD	1,458.53
ESD #2 (EMS)	83.94
ESD #3 (FIRE)	83.52

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

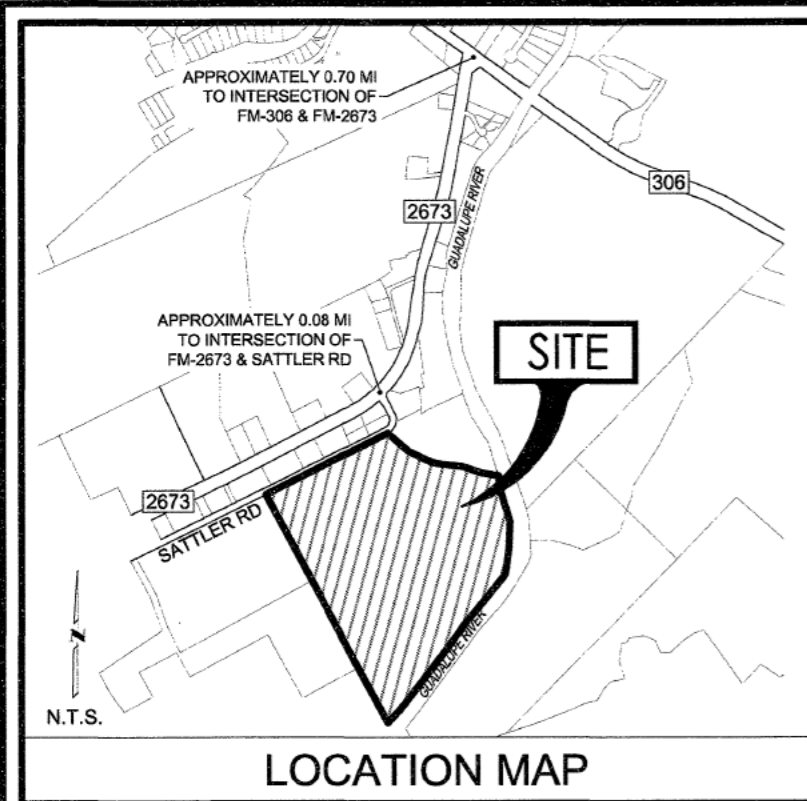
A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Signature of Authorized Officer of Collecting Office

Date of Issue: 01/23/2019
Requested By: KONA COAST VENTURE LTD
Fee Amount: 10.00
Reference #:



LEGEND

- = PROPOSED BOUNDARY
- = EXISTING BOUNDARY
- = CENTERLINE
- = FOUND 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- = SET IRON ROD WITH CAP STAMPED "DAM #5348"
- P.E.C.** = PEDERNALES ELECTRIC COOPERATIVE, INC.
- O.P.R.C.C.T.** = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- D.R.C.C.T.** = DEED RECORDS OF COMAL COUNTY, TEXAS
- PDE** = PUBLIC DRAINAGE EASEMENT
- = EXISTING CONTOUR
- = EASEMENT (ESMT)
- = FLOOD PLAIN

201906017559

SCALE: 1"=200'

OXBOW ON THE GUADALUPE SUBDIVISION

BEING 78.170 ACRES OF LAND OUT OF THE C.A. SMITH SURVEY NO. 321, ABSTRACT NO. 522, COMAL COUNTY, TEXAS AND ALSO BEING OUT OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN DOCUMENT NO. 201706040749 AND DOCUMENT NO. 201706043512 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

GENERAL NOTES

- REFERENCE SHEET 4 OF 4 FOR LINE TABLE & CURVE TABLE INFORMATION.
- LOT 900 SHALL SERVE AS INGRESS & EGRESS FOR THE PROPERTY OWNERS WITHIN THIS SUBDIVISION AND BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF OXBOW ON THE GUADALUPE SUBDIVISION. NO ON-SITE SEWAGE DISPOSAL FACILITIES OR HABITABLE STRUCTURES SHALL BE PERMITTED ON LOT 900.
- LOT 901 IS A CEMETERY LOT, ACCESSIBLE VIA LOT 900 (BINGHAM LN), AND SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF OXBOW ON THE GUADALUPE SUBDIVISION. NO ON-SITE SEWAGE FACILITIES OR HABITABLE STRUCTURES SHALL BE PERMITTED ON LOT 901.

NOTES:

- ALL BEARING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83.
- DATE OF PLAT PREPARATION: 5/8/2019
- MONUMENTS WERE FOUND OR SET AT EACH CORNER OF THE SURVEY BOUNDARY OF THE SUBDIVISION. MONUMENTS AND LOT MARKERS SET WITH 1/2" IRON PIN WITH PLASTIC CAP LABELED "DAM #5348 PROP. COR."
- 61 LOTS, BEING 78.170 ACRES.
- LOTS 900, 901, 902 AND 903 SHALL BE MAINTAINED BY PROPERTY OWNERS ASSOCIATION OF OXBOW ON THE GUADALUPE SUBDIVISION.
- THIS PROPERTY DOES NOT LIE WITHIN THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY.
- DRIVEWAY ACCESS IS PROHIBITED ALONG SATTLER ROAD FOR LOTS 50, 51, 52, AND 53. DRIVEWAY ACCESS IS PROHIBITED ALONG BINGHAM LN FOR LOTS 53, 54, AND 57.
- THIS PROPERTY WILL BE SERVED BY A STATE-CERTIFIED PUBLIC WATER SUPPLY SYSTEM.
- THIS PROPERTY WILL BE SERVED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES.

210.860.9224

WWW.BIGREDDOG.COM

ENGINEERING | CONSULTING
8710 W. HANSHAW FARM, SUITE 118
SAN ANTONIO, TEXAS 78249 TEXAS REG. NO. F-11201

LAND SURVEYING
5151 W. S.H. 46
NEW BRAUNFELS, TX 78132
PH(833) 730-4449
FIRM #10191500

STATE OF TEXAS
COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, HEREBY SUBDIVIDES THIS LAND ACCORDING TO THE DIMENSIONS AS SHOWN. ALL ROADS TO BE CONSTRUCTED BY THIS PLAT SHALL NOT BE DEDICATED TO ANY STATE, MUNICIPALITY, OR OTHER GOVERNMENT ENTITY. THEY SHALL REMAIN PRIVATE ROADS.

OWNER/DEVELOPER
KONA COAST VENTURE LTD,
A TEXAS LIMITED PARTNERSHIP
785 SATTLER ROAD
NEW BRAUNFELS, TEXAS 78132

BY: William Koriath, MANAGER

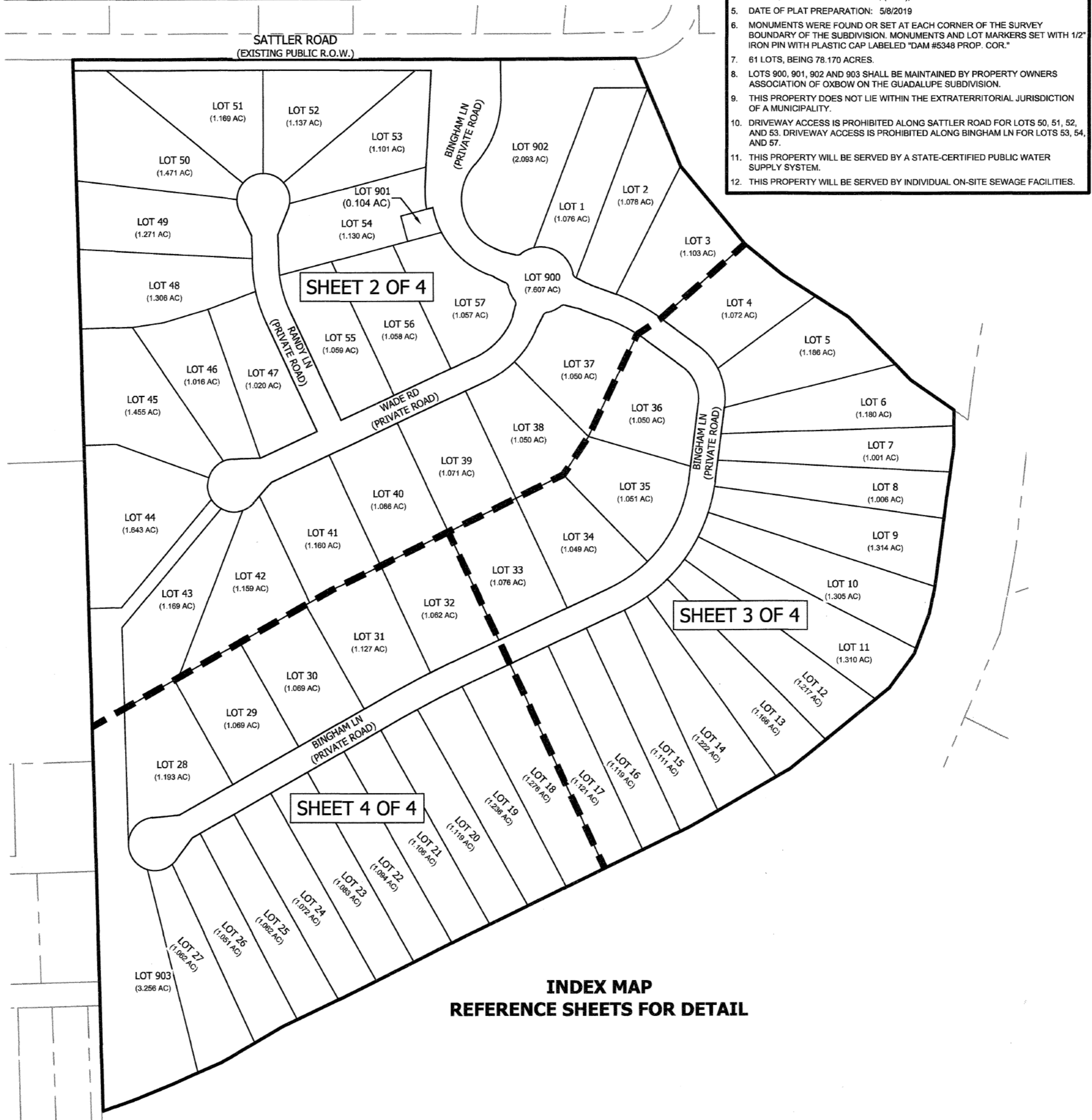
STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED WILLIAM KORIATH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE
THIS 23 DAY OF May, 2019.

Angela Row
My Notary ID # 4739714
Expires November 26, 2020
NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: Nov 26 2020



- THIS PROPERTY DOES NOT LIE WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- SUBJECT SUBDIVISION IS WITHIN THE COMAL INDEPENDENT SCHOOL DISTRICT.
- COMAL COUNTY REQUIRES A MINIMUM 25 FT BUILDING SET-BACK LINE FROM ROAD FRONTAGE.
- A DRAINAGE ANALYSIS HAS BEEN COMPLETED FOR THIS PLAT AND IS AVAILABLE FOR REVIEW AT THE COMAL COUNTY ENGINEER'S OFFICE. AREAS IDENTIFIED BY THE STUDY AS BEING INUNDATED DURING CERTAIN STORM EVENTS HAVE BEEN PLACED WITHIN BUILDING SET-BACKS OR DRAINAGE EASEMENTS. THE CONSTRUCTION OF BUILDINGS WITHIN BUILDING SET-BACKS REQUIRES COMMISSIONERS COURT APPROVAL. THE CONSTRUCTION OF BUILDINGS WITHIN DRAINAGE EASEMENTS IS PROHIBITED.
- PROPERTY OWNERS ARE ADVISED THAT THEY ARE RESPONSIBLE FOR THE MAINTENANCE OF DEDICATED EASEMENTS ON THEIR PROPERTY AND MAY NOT UTILIZE THESE EASEMENTS FOR ANY PURPOSE DETRIMENTAL TO THEIR INTENDED USE (I.E., NO STRUCTURES, SEPTIC TANK FIELDS, ETC.). GRANTEEES OF SAID DEDICATED EASEMENT RESERVE THE RIGHT OF ACCESS TO SUCH EASEMENTS.
- LOTS 42, 43, 44, 45, 50, 51, 52 & 53 WILL NOT MEET THE MINIMUM ROAD FRONTAGE REQUIREMENTS FOR RE-SUBDIVISION IN COMAL COUNTY, TEXAS, AND THE SUBDIVISION OF THIS LOT/THOSE LOTS FOR THE PURPOSE OF FINANCING HOME CONSTRUCTION OR FOR ANY OTHER PURPOSE WILL NOT COMPLY WITH CURRENT COMAL COUNTY SUBDIVISION REGULATIONS.
- LIENHOLDER:**
MOODY NATIONAL BANK
400 WEST 15TH STREET, SUITE 100, AUSTIN, TX 78701
LIEN DOCUMENTS # 201706040749,
201706040750, 201706040751, 201706043512, AND 201706043513,
COMAL COUNTY OFFICIAL PUBLIC RECORDS
LIENHOLDER ACKNOWLEDGEMENT DOCUMENT # 201906017559
COMAL COUNTY OFFICIAL PUBLIC RECORDS

PRIVATE ROAD NOTES:

- ALL PRIVATE ROADS SHOWN HEREON AND ALL SECURITY GATES AND DEVICES CONTROLLING ACCESS TO SUCH ROADS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF THIS SUBDIVISION.
- THE PROPERTY OWNERS WITHIN THIS SUBDIVISION ARE HEREBY NOTIFIED THAT IF THE PRIVATE ROADS WITHIN THIS SUBDIVISION ARE DESIRED TO BECOME PUBLIC ROADS IN THE FUTURE, THE PROPERTY OWNERS ARE REQUIRED TO BRING THE ROADS INTO COMPLIANCE WITH PUBLIC ROAD STANDARDS OR MAY BE ASSESSED AN AMOUNT SUFFICIENT FOR ALL COSTS ASSOCIATED WITH THE CONVERSION OF SAID PRIVATE ROADS TO COUNTY MAINTAINED ROADS. CONDITIONS FOR CONVERSION TO PUBLIC ROADS MAY INCLUDE NEW ROAD CONSTRUCTION, REPAIR/IMPROVEMENT OF EXISTING ROADS, CLEARING OF RIGHT-OF-WAY, RELOCATION OF UTILITIES, REMOVAL AND REPLACEMENT OF DRIVEWAYS AND MAILBOXES, REMOVAL OF ISLANDS AND DECORATIVE TREATMENTS, REMOVAL OF SIGNS, REMOVAL OF LANDSCAPING, REPLACEMENT OF SIGNS AND POSTS, AND ANY OTHER IMPROVEMENTS AS DEEMED NECESSARY BY COMAL COUNTY TO BRING EXISTING ROADS UP TO COUNTY ROAD DESIGN STANDARDS.
- THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 7.607 ACRES OF LAND FOR PRIVATE ROADS, OUT OF SAID 78.170 ACRE TRACT, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "OXBOW ON THE GUADALUPE SUBDIVISION", SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES THE USE OF ALL PRIVATE ROAD AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, TO THE OWNERS OF THE LOTS IN THE SUBDIVISION. THE PUBLIC UTILITIES SERVING THE SUBDIVISION, THE EMERGENCY SERVICE PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES. THE PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE ROADS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE ROADS OR ANY DULY CONSTITUTED HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE ROADS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, VEHICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY.
- PRIVATE ROADS IDENTIFIED ON THIS PLAT SHALL SERVE AS ACCESS, DRAINAGE, AND PUBLIC UTILITY EASEMENTS TO SERVE THE PROPERTY OWNERS WITHIN THE SUBDIVISION.
- ALL DRAINAGE EASEMENTS (INCLUDING THOSE ALONG LOTS 44, 45, 46, 49 AND 50) WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION OF "OXBOW ON THE GUADALUPE" SUBDIVISION.

PUBLIC UTILITY NOTES:

- IT IS HEREBY UNDERSTOOD AND AGREED THAT NON-EXCLUSIVE, PERPETUAL EASEMENTS ARE RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND ALL NECESSARY APPURTENANCES. WHETHER THESE IMPROVEMENTS ARE INSTALLED UNDERGROUND, OVERHEAD AND/OR ON THE SURFACE OF THE GROUND WITHIN THE PUBLIC UTILITY ESMT'S DEDICATED ON THIS PLAT, NOTHING SHALL BE PLACED OR PERMITTED TO REMAIN IN A PUBLIC UTILITY ESMT AREA WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION AND MAINTENANCE OF SAID PUBLIC UTILITIES. THE PUBLIC UTILITY ESMT AREA OF EACH LOT AND ALL IMPROVEMENTS WITHIN IT SHALL BE MAINTAINED BY THE OWNER OF THE LOT, EXCEPT FOR THOSE FACILITIES FOR WHICH AN AUTHORITY OR PUBLIC UTILITY PURVEYOR IS RESPONSIBLE. PUBLIC UTILITY PURVEYORS AND THEIR EMPLOYEES SHALL HAVE ALL OF THE RIGHTS AND BENEFITS NECESSARY FOR THE FULL ENJOYMENT OF THE RIGHTS HEREIN GRANTED, INCLUDING BUT NOT LIMITED TO INGRESS AND EGRESS FROM PRIVATE ROADS AND EASEMENTS, AND THE RIGHT FROM TIME TO TIME TO CUT ANY AND ALL TREES, UNDERGROWTH, AND OTHER OBSTRUCTIONS THAT MAY CAUSE INTERFERENCE WITH THE OPERATION OF SAID PUBLIC UTILITY FACILITIES.
- THIS PROPERTY LIES WITHIN THE FOLLOWING PUBLIC UTILITY SERVICE AREA(S):
ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE, INC. (P.E.C.)
TELEPHONE: AT&T, SPECTRUM
WATER: CANYON LAKE WATER SERVICE COMPANY (C.L.W.S.C.)

THIS PLAT OF OXBOW ON THE GUADALUPE SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE COMMISSIONERS COURT OF COMAL COUNTY, TEXAS, AND IS HEREBY APPROVED FOR FILING BY SAID COURT ON:

May 23, 2019.

DATED THIS 23 DAY OF May, A.D. 2019.

BY: Sammy Kowalski
COUNTY CLERK - DEPUTY

ATTEST: Sammy Kowalski
COUNTY CLERK - DEPUTY

STATE OF TEXAS
COUNTY OF COMAL

I, BOBBIE KOEPP, COUNTY CLERK OF COMAL COUNTY, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE 23 DAY OF May, A.D. 2019 AT 10:24 AND DULY RECORDED THE 23 DAY OF May, A.D. 2019, AT 10:24 IN THE RECORDS OF MAPS AND PLATS IN SAID OFFICE, OF SAID COUNTY, IN DOCUMENT # 201906017559.

TESTIMONY WITNESSED BY MY HAND AND OFFICIAL SEAL OF OFFICE THIS 23 DAY OF May, 2019.

Sammy Kowalski
COUNTY CLERK
COMAL COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Drew A. Mawyer
DREW A. MAWYER, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348

SWORN AND SUBSCRIBED BEFORE ME
THIS 11 DAY OF May, 2019.

Angela Row
My Notary ID # 4739714
Expires November 26, 2020
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES: Nov 26, 2020

**INDEX MAP
REFERENCE SHEETS FOR DETAIL**

LEGEND

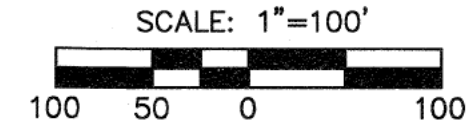
- = PROPOSED BOUNDARY
- = EXISTING BOUNDARY
- = CENTERLINE
- = FOUND 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- = SET IRON ROD WITH CAP STAMPED "DAM #5348"
-
- P.E.C. = PEDERNALES ELECTRIC COOPERATIVE, INC.
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS OF COMAL COUNTY, TEXAS
- PDE = PUBLIC DRAINAGE EASEMENT
- 50- = EXISTING CONTOUR
- - - = EASEMENT (ESMT)
- = FLOOD PLAIN

GENERAL NOTES:
1. REFERENCE SHEET 4 OF 4 FOR LINE TABLE & CURVE TABLE INFORMATION.

**OXBOW ON THE GUADALUPE
SUBDIVISION**

BEING 78.170 ACRES OF LAND OUT OF THE C.A. SMITH SURVEY NO. 321, ABSTRACT NO. 522, COMAL COUNTY, TEXAS AND ALSO BEING OUT OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN DOCUMENT NO. 201706040749 AND DOCUMENT NO. 201706043512 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

201906017659



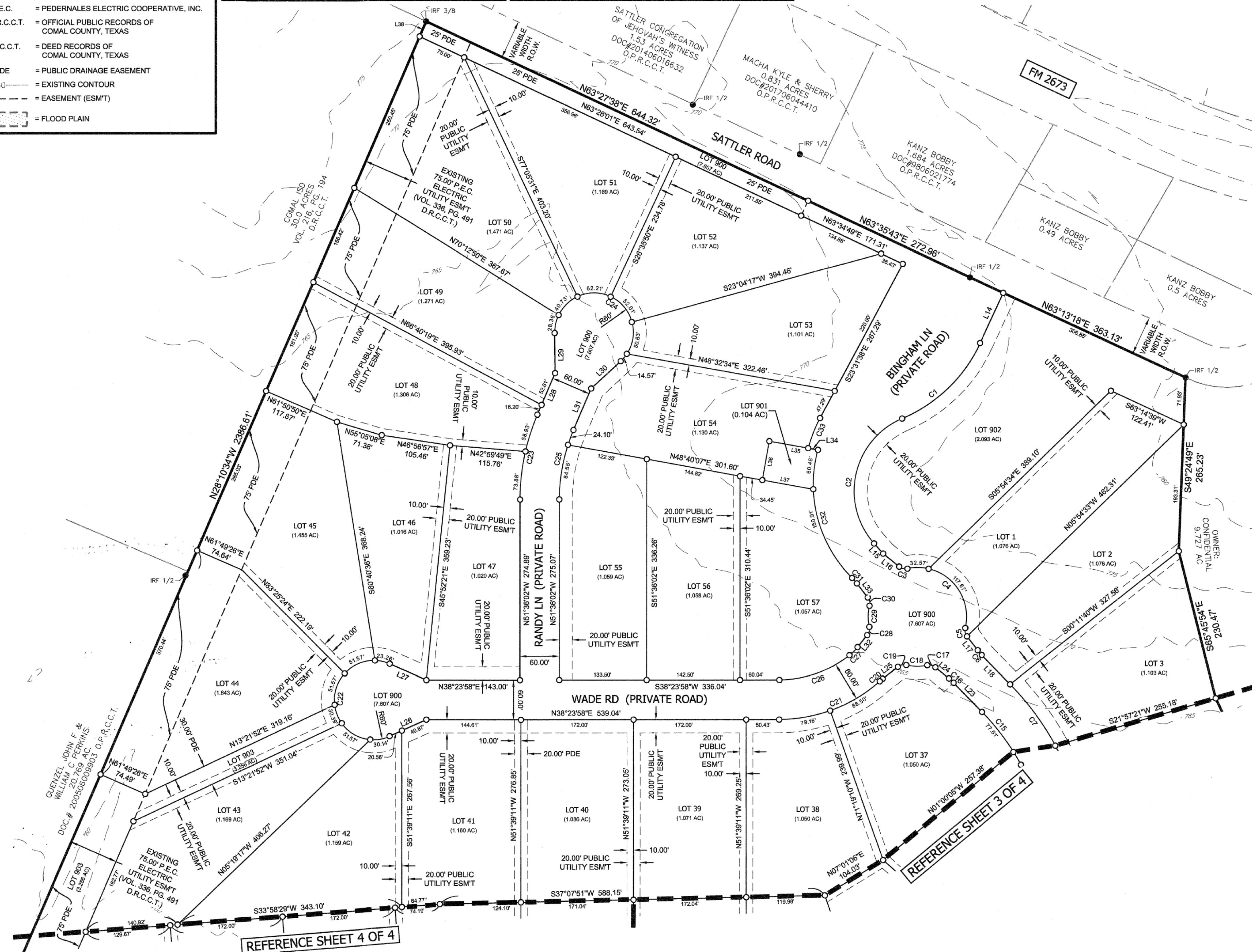
210.860.9224 WWW.BIGREDDOG.COM

BIG RED DOG

ENGINEERING | CONSULTING
8710 W. HAINSBAM ROAD, SUITE 115
SAN ANTONIO, TEXAS 78244 TEXAS REG. NO. P-119201

D.A. MAWYER






LAND SURVEYING
5151 W. S.H. 46
NEW BRAUNFELS, TX 78132
PH: (830) 730-4449
FIRM #10191500






REFERENCE SHEET 4 OF 4

REFERENCE SHEET 3 OF 4

LEGEND

-  = PROPOSED BOUNDARY
-  = EXISTING BOUNDARY
-  = CENTERLINE
-  = FOUND 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
-  = SET IRON ROD WITH CAP STAMPED "DAM #5348"

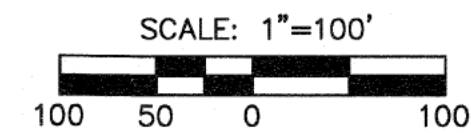
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- PDE = PUBLIC DRAINAGE EASEMENT
-  = EXISTING CONTOUR
-  = EASEMENT (ESMT)
-  = FLOOD PLAIN

GENERAL NOTES:
 1. REFERENCE SHEET 4 OF 4 FOR LINE TABLE & CURVE TABLE INFORMATION.

**OXBOW ON THE GUADALUPE
 SUBDIVISION**

BEING 78.170 ACRES OF LAND OUT OF THE C.A. SMITH SURVEY NO. 321, ABSTRACT NO. 522, COMAL COUNTY, TEXAS AND ALSO BEING OUT OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN DOCUMENT NO. 201706040749 AND DOCUMENT NO. 201706043512 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

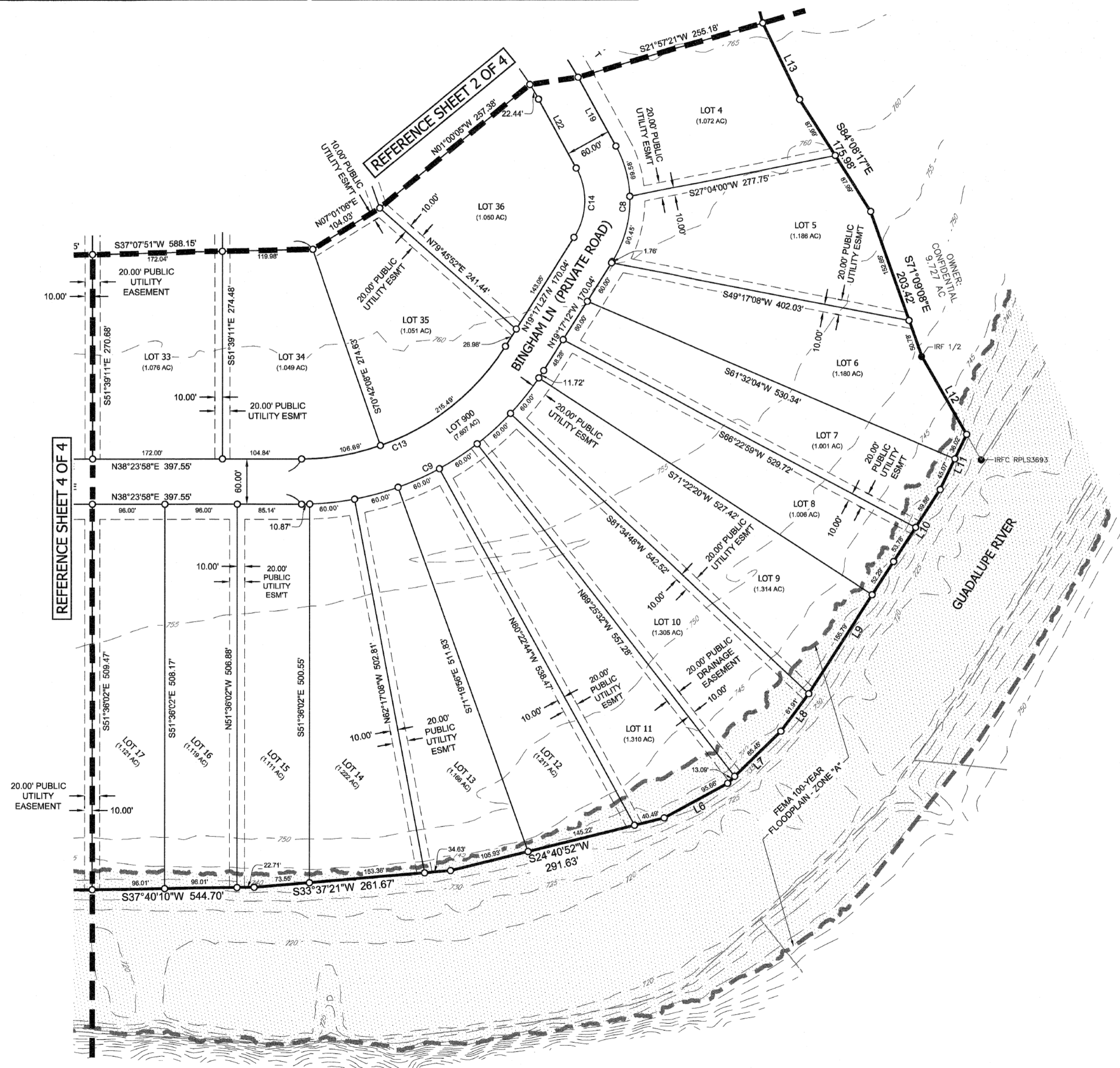
#201906017554



210.860.9224 WWW.BIGREDDOG.COM

BIG RED DOG
 ENGINEERING | CONSULTING
 8710 W. HAIRMAN ROAD, SUITE 110
 SAN ANTONIO, TEXAS 78249 TEXAS REG. NO. P-11201

D.A. MAWYER
 LAND SURVEYING
 5151 W. SH. 46
 NEW BRAUNFELS, TX 78132
 PH: (830) 730-4449
 FIRM #10191500



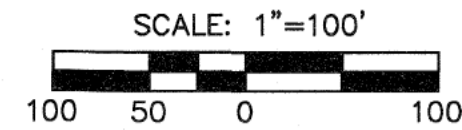
LEGEND

- = PROPOSED BOUNDARY
- = EXISTING BOUNDARY
- = CENTERLINE
- = FOUND 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- = SET IRON ROD WITH CAP STAMPED "DAM #5348"
- P.E.C. = PEDERNALES ELECTRIC COOPERATIVE, INC.
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS
- D.R.C.C.T. = DEED RECORDS OF COMAL COUNTY, TEXAS
- PDE = PUBLIC DRAINAGE EASEMENT
- = EXISTING CONTOUR
- = EASEMENT (ESMT)
- = FLOOD PLAIN

**OXBOW ON THE GUADALUPE
SUBDIVISION**

BEING 78.170 ACRES OF LAND OUT OF THE C.A. SMITH SURVEY NO. 321, ABSTRACT NO. 522, COMAL COUNTY, TEXAS AND ALSO BEING OUT OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN DOCUMENT NO. 201706040749 AND DOCUMENT NO. 201706043512 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

201906017559



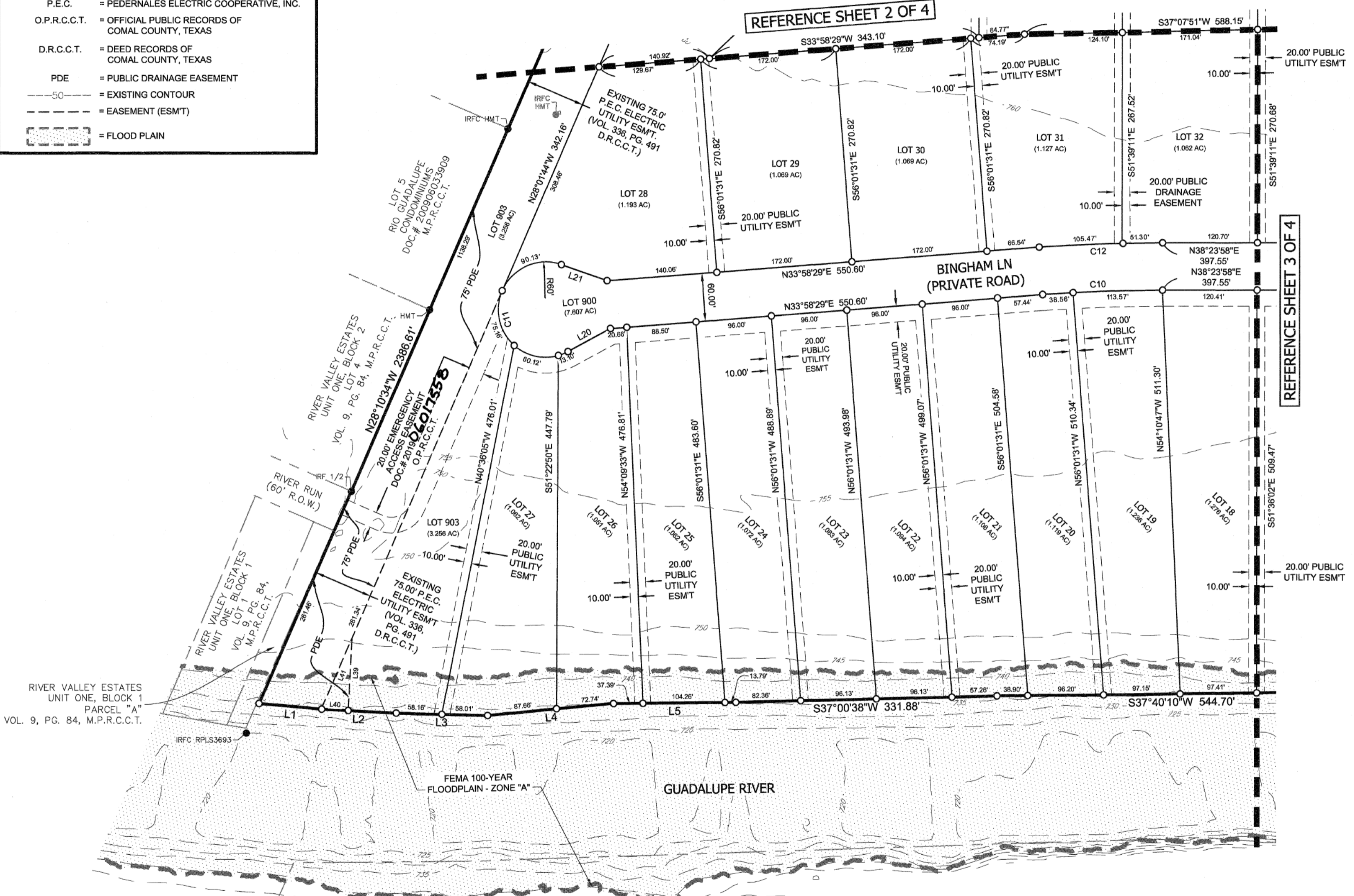
210.860.8224 WWW.BIGREDDOG.COM

BIG RED DOG
LAND SURVEYING
ENGINEERING | CONSULTING
6710 W. HAUPTMAN ROAD, SUITE 110
SAN ANTONIO, TEXAS 78249 TEXAS REG. NO. F-11201

D.A. MAWYER
LAND SURVEYING
5151 W. S.H. 46
NEW BRAUNFELS, TX 78132
PH: (830) 790-4449
FIRM #10191500

REFERENCE SHEET 2 OF 4

REFERENCE SHEET 3 OF 4



LINE TABLE		
LINE	LENGTH	BEARING
L1	80.09'	S43°35'19"W
L2	94.72'	S41°21'05"W
L3	116.33'	S39°58'45"W
L4	160.40'	S33°05'57"W
L5	155.29'	S37°46'26"W
L6	95.66'	S09°42'02"W
L7	98.54'	N05°52'48"W
L8	61.91'	N14°56'16"W
L9	208.08'	S18°51'36"E
L10	113.63'	S18°37'56"E
L11	81.08'	S26°05'20"E
L12	118.69'	N81°35'49"W
L13	112.34'	N77°24'18"W
L14	84.21'	S26°47'21"E
L15	20.88'	S86°36'18"W
L16	31.52'	S77°31'28"W
L17	26.70'	N89°20'35"W
L18	62.11'	S84°05'26"W
L19	104.11'	N80°24'56"W
L20	61.43'	N10°05'55"E
L21	61.43'	S75°51'03"W
L22	104.11'	S80°24'56"E
L23	62.11'	N84°05'26"E
L24	26.70'	N77°31'07"E
L25	29.41'	N00°39'25"E
L26	61.43'	N14°31'24"E
L27	61.43'	S62°16'32"W
L28	68.81'	S28°32'30"E
L29	61.43'	N52°25'04"W
L30	61.43'	N04°39'56"W
L31	68.81'	N28°32'30"W
L32	23.43'	S12°28'53"E
L33	27.05'	S89°20'14"E
L34	15.05'	N48°40'07"E
L35	60.21'	S48°40'07"W
L36	48.97'	S41°19'53"E
L37	79.10'	N48°40'07"E
L38	25.00'	S28°10'34"E
L39	91.93'	S48°38'55"E
L40	33.58'	N41°21'05"E
L41	97.87'	N28°34'56"W

CURVE TABLE						CURVE TABLE						CURVE TABLE						CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING	CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING	CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING	CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	230.00'	170.01'	42°21'08"	166.17'	S5°36'47"E	C10	1970.00'	152.14'	4°25'29"	152.10'	N36°11'13"E	C19	15.00'	13.52'	51°37'49"	13.06'	N26°28'19"E	C28	15.00'	13.30'	50°48'48"	12.87'	S37°53'17"E
C2	120.00'	227.91'	108°49'02"	195.17'	N38°59'10"W	C11	60.00'	238.50'	227°45'09"	109.73'	N56°01'31"W	C20	230.00'	167.65'	41°45'51"	163.97'	N17°31'02"E	C29	75.00'	32.42'	24°46'14"	32.17'	S50°54'34"E
C3	15.00'	13.30'	50°49'15"	12.87'	S52°06'50"W	C12	2030.00'	156.77'	4°25'29"	156.73'	S36°11'13"W	C21	230.00'	167.65'	41°45'51"	163.97'	N17°31'02"E	C30	15.00'	13.30'	50°48'48"	12.87'	S63°55'51"E
C4	75.00'	150.24'	114°46'29"	126.35'	S84°05'26"W	C13	320.00'	322.18'	57°41'10"	308.74'	N9°33'23"E	C22	60.00'	238.50'	227°45'10"	109.73'	S51°36'02"E	C31	84.00'	11.06'	7°32'41"	11.06'	N86°53'25"E
C5	15.00'	13.30'	50°49'15"	12.87'	N63°55'57"W	C14	90.00'	96.02'	61°07'44"	91.53'	S49°51'04"E	C23	330.00'	132.81'	23°03'32"	131.92'	S40°04'16"E	C32	200.00'	211.39'	60°33'29"	201.68'	S66°36'10"E
C6	84.00'	9.63'	6°33'58"	9.62'	S87°22'28"W	C15	370.00'	100.05'	15°29'37"	99.75'	S88°09'45"E	C24	60.00'	238.50'	227°45'11"	109.73'	S61°27'30"W	C33	215.00'	49.33'	13°08'48"	49.22'	S30°06'02"E
C7	430.00'	116.28'	15°29'37"	115.92'	S86°09'45"E	C16	84.00'	9.64'	6°34'19"	9.63'	N80°48'17"E	C25	270.00'	108.66'	23°03'32"	107.93'	N40°04'16"W						
C8	150.00'	160.03'	61°07'44"	152.55'	N49°51'04"W	C17	15.00'	13.30'	50°48'48"	12.87'	N52°06'44"E	C26	170.00'	115.62'	38°57'59"	113.40'	S18°54'58"W						
C9	380.00'	382.59'	57°41'10"	366.63'	N9°33'23"E	C18	75.04'	32.22'	24°35'49"	31.97'	S39°00'28"W	C27	84.00'	17.47'	11°54'51"	17.44'	S6°31'27"E						

EXHIBIT A



SUBDIVISION PLAN ESTABLISHING SUBDIVISION

BEING PART OF THE SUBDIVISION OF THE COUNTY OF TARRANT, TEXAS, AND ALSO BEING PART OF THE COUNTY OF TARRANT, TEXAS, AS DECIDED IN DOCUMENT NO. 20170602032 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.

LEGEND
- - - PROPOSED BOUNDARY
- - - EXISTING BOUNDARY
- - - CENTERLINE
- - - FENCE
- - - SET FROM ROAD WITH CAP STAMPED
- - - SET FROM ROAD WITH CAP STAMPED
- - - SET FROM ROAD WITH CAP STAMPED
- - - SET FROM ROAD WITH CAP STAMPED

NOTES:

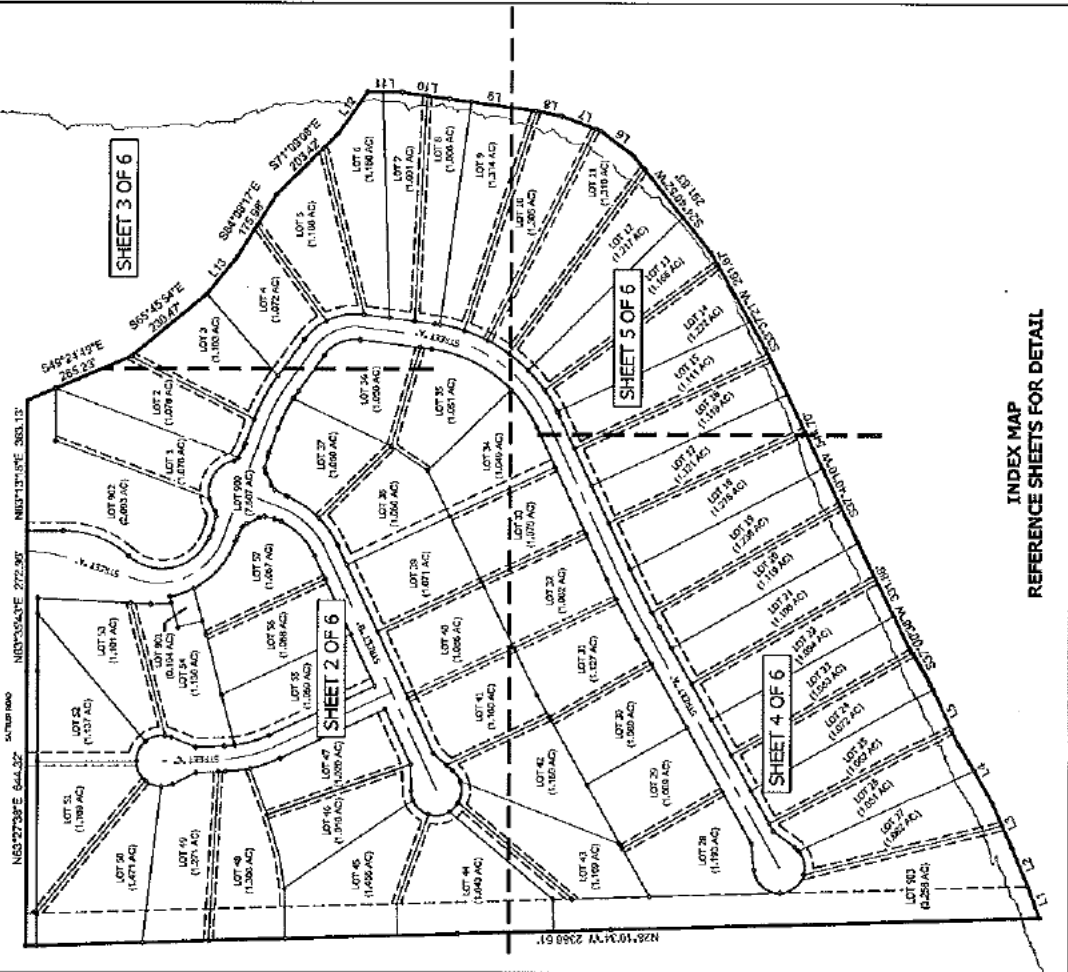
1. THIS SUBDIVISION PLAN IS A PART OF THE SUBDIVISION OF THE COUNTY OF TARRANT, TEXAS, AS DECIDED IN DOCUMENT NO. 20170602032 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.
2. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
3. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
4. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.

STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that this is a true and correct copy of the original as recorded in my office.

NOTES:

1. ALL RIGHTS RESERVED BY THE STATE OF TEXAS, COUNTY OF TARRANT, TEXAS, AND THE COUNTY OF TARRANT, TEXAS, AS DECIDED IN DOCUMENT NO. 20170602032 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.
2. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
3. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
4. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.

STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that this is a true and correct copy of the original as recorded in my office.



STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that this is a true and correct copy of the original as recorded in my office.

STATE OF TEXAS
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STATE OF TEXAS
COUNTY OF TARRANT
I, _____, County Clerk, do hereby certify that this is a true and correct copy of the original as recorded in my office.

1. ALL RIGHTS RESERVED BY THE STATE OF TEXAS, COUNTY OF TARRANT, TEXAS, AND THE COUNTY OF TARRANT, TEXAS, AS DECIDED IN DOCUMENT NO. 20170602032 OF THE OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.
2. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
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19. THE LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.

BIG RED DOG
A COMMITMENT TO EXCELLENCE

D-M HAMMER
A COMMITMENT TO EXCELLENCE

- NOTES:**
1. ALL INFORMATION ON THIS SUBDIVISION WAS OBTAINED FROM THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AND IS SUBJECT TO THE PUBLIC RECORDS ACT.
 2. THE DATE OF PREPARATION FOR THIS SUBDIVISION WAS JANUARY 15, 2014.
 3. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
 4. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
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 19. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
 20. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.

- PRIVATE ROAD NOTES:**
1. ALL PRIVATE ROADS SHOWN ON THIS PLAN ARE SUBJECT TO THE PUBLIC RECORDS ACT.
 2. THE PRIVATE ROAD IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
 3. THE PRIVATE ROAD IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
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 20. THE PRIVATE ROAD IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.

SUBDIVISION PLAN
ESTABLISHING
OXBOW ON THE GUADALUPE
SUBDIVISION

BEING IN LOT 100 OF BLOCK 10 OF THE GUADALUPE SUBDIVISION, TARRANT COUNTY, TEXAS, AND ALSO BEING PART OF THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS, AS DISCLOSED IN DOCUMENT NO. 2013040001 AND DOCUMENT NO. 2013040002 OF THE PUBLIC RECORDS OF TARRANT COUNTY, TEXAS.

LEGEND

- - - PROPOSED BOUNDARY
- - - EXISTING BOUNDARY
- - - CENTERLINE
- - - FOUND OR RECORDED POUND (UNLESS OTHERWISE NOTED)
- - - SET BACK ROAD WITH GAP STAMPED "GAP ROAD"
- - - OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
- - - EXISTING CONTOUR
- - - EASEMENT

NOTES:

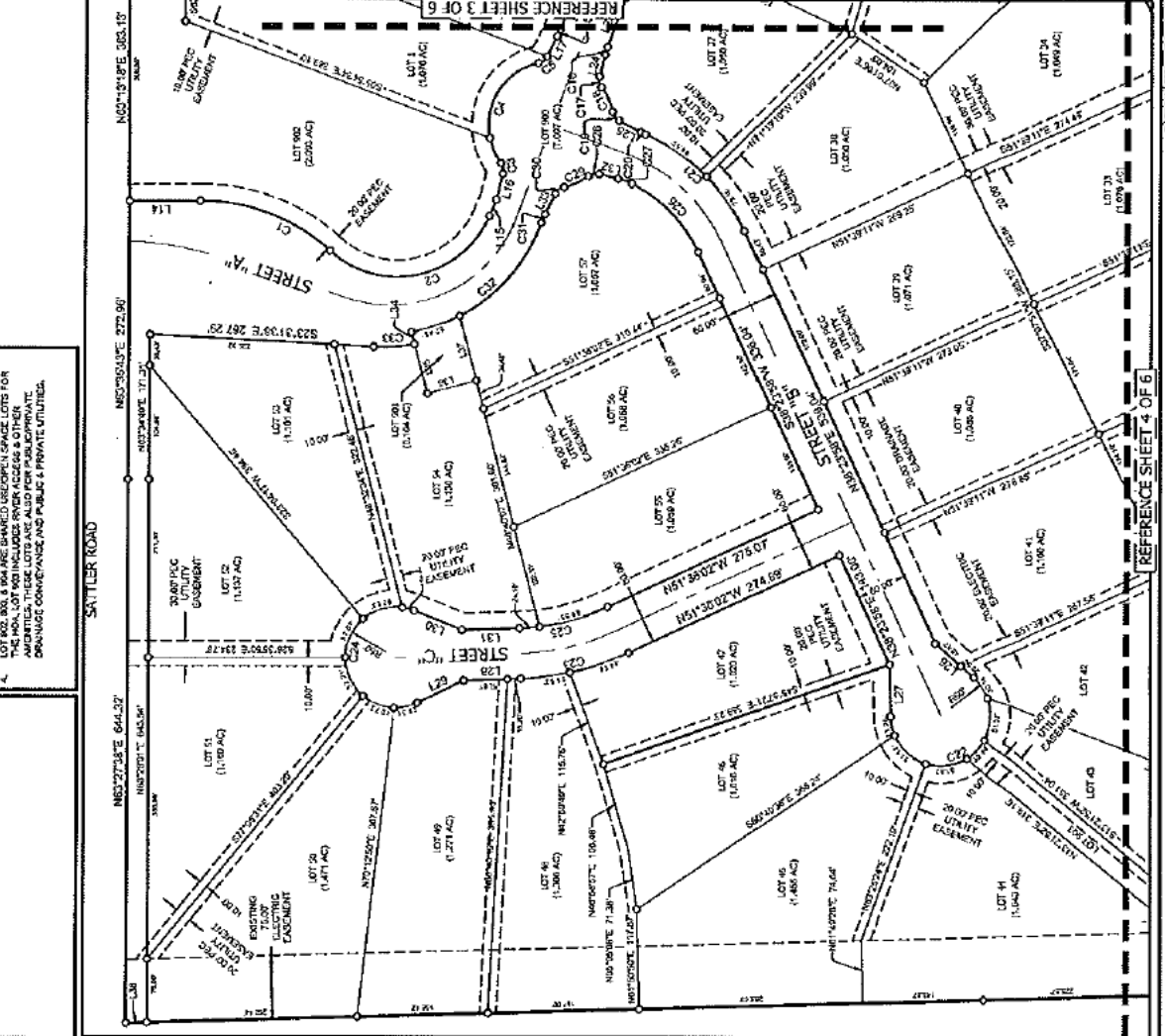
1. REFERENCE SHEET 3 OF 5 FOR LINE TABLE & CURVE TABLE INFORMATION.
2. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
3. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
4. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
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19. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.
20. THE SUBDIVISION IS LOCATED ON THE EAST SIDE OF THE COUNTY OF TARRANT COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas



STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2014.

Notary Public in and for the State of Texas



ACCESS EASEMENT FOR EMERGENCY ACCESS

THIS ACCESS EASEMENT FOR EMERGENCY ACCESS (this “Easement”) is entered into by and between **Kona Coast Venture, Ltd., a Texas limited partnership (“Grantor”)**, its successors and assigns, and **Comal County, Texas, a public entity, and all emergency, fire, police and related personnel or agencies serving Comal County (collectively “Grantee”)**, and is effective as of the 23rd day of May, 2019. Grantor and Grantee are sometimes collectively referred to herein as a “Party” or as the “Parties”

ARTICLE I: RECITALS

1.1. Grantor is the owner of certain real property in Comal County, Texas described in **Exhibit A** attached hereto and incorporated by reference herein that Grantor intends to develop for single family residential and related purposes (the “Grantor Tract”).

1.2. Grantor has agreed to provide Grantee with a non-exclusive access easement across a portion of the Grantor Tract on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and the mutual covenants set forth herein and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged and confessed, the Parties hereby agree to the following:

ARTICLE II: ACCESS EASEMENT

2.1. **Grant of Easement and Purpose.** Grantor hereby grants and conveys to Grantee a twenty foot (20 foot), non-exclusive right-of-way easement (the “Access Easement”) for emergency vehicular and pedestrian access in, over, and across the portion of the Grantor Tract more particularly described on **Exhibit B** attached hereto and incorporated herein (the “Easement Area”), on the terms and conditions stated herein, to have and to hold the Access Easement to Grantee, and its respective successors and assigns, subject to all items that are of record in the Comal County Real Property Records affecting or encumbering the Easement Area including easements, rights of way, all validly existing restrictions, reservations, covenants, limitations, conditions, oil and gas leases, and mineral interests outstanding, and all other conveyances that affect the Access Easement to the extent they are valid and subsisting. The Easement Area may be used for the purpose of ingress and egress to (and from) the River Run right-of-way and to (and from) the Property by Grantee, its employees, agents and representatives. Nothing herein shall create rights in the public to use the Easement Area. The Easement Area is further depicted on Lot 903 shown on the proposed plat for Oxbow on the Guadalupe Subdivision to be recorded in the Comal County Official Public Records.

2.2. **Character of Easement.** This perpetual, non-exclusive Easement is appurtenant to and runs with the land, whether or not the Easement is referenced or described in any conveyance of all or

such portion of the Grantor Tract.

2.3. Reservation of Rights by Grantor. Grantor hereby reserves for itself, and future owners of the Grantor Tract, and their successors and assigns, the non-exclusive right to the continual use and enjoyment of the surface of the Easement Area for all purposes that are not inconsistent with the Access Easement, the right to use all or part of the Easement Area in conjunction with Grantee, and the right to convey to others the right to use all or part of the Easement Area in conjunction with Grantee.

2.4. Compliance with Laws. In using the Easement, Grantee shall comply with all applicable laws, codes, and governmental regulations.

ARTICLE III: MODIFICATION AND CANCELLATION

3.1 Other than as expressly set forth elsewhere in this Easement, this Easement may be modified or terminated only by a written agreement signed by Grantor and Comal County, or their respective successors and assigns.

ARTICLE IV: GENERAL PROVISIONS

4.1 Obligation to Construct, Maintain or Repair. Grantor or the owners association for the subdivision for the Property is required to construct, maintain or repair any improvements necessary for Grantee to utilize the Access Easement for the purposes stated herein. Grantor may install gates or other improvements across the Easement Area provided that Grantee's use of the Easement for the purposes set forth herein is not impeded and provided that Grantee is provided with the combination, key, or access device to any locked gate.

4.2 No Other Rights. It is the intention of the Grantor that no easements, rights, or interests in real property or restrictions be created by this Easement except for the express easements and other provisions set forth herein. Except as otherwise set forth herein, Grantees shall have no right to construct any improvement on the Easement Area without the prior written consent of Grantor.

4.3 No Other Use. Grantee shall use the Easement Area only for the purposes permitted herein.

4.4 Attorney's Fees. If any Party retains an attorney to enforce this Easement, the Party prevailing in litigation or other alternative dispute resolution is entitled to recover reasonable attorney's fee, court and other costs.

4.5 Choice of Law. This Easement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction.

4.6 Waiver of Default. It is not a waiver of or consent to default if a Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Easement does not preclude pursuit of other remedies in this Easement or provided by law or in equity.

4.7 Further Assurances. Grantor agrees to execute and deliver any additional documents and instruments and to perform any additional acts reasonably necessary or appropriate to perform the terms, provisions, and conditions of this Easement and all transactions contemplated by this Easement.

4.8 Legal Construction. If any provision in this Easement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Easement will be construed as if the unenforceable provision had never been a part of the Easement. Whenever the context requires, the singular will include the plural, the neuter will include the masculine or feminine gender, and vice versa. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of intent of this document or in any way affect the terms and provisions thereof. This Easement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

4.9 Notices. Any notice required or permitted under this Easement must be in writing. Any notice required by this Easement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Easement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received or in the case of facsimile transmission, upon the sender's receipt of electronic confirmation of delivery. Any address for notice may be changed by written notice to the other party.

4.10 Rights of Successors. The benefits and obligations of the Easement created hereunder shall constitute benefits and servitudes running with the land.

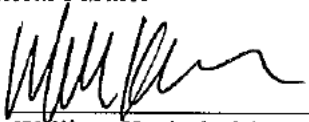
[Signature on following page]

Executed on the dates shown below to be effective on the date first set forth above.

GRANTOR:

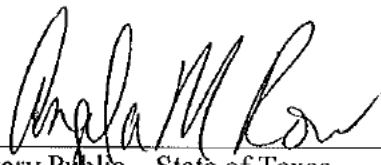
KONA COAST VENTURE, LTD.,
a Texas limited partnership

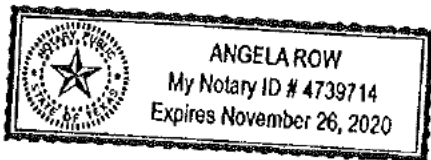
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me this 9th day of May, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, on behalf of said entities.


Notary Public – State of Texas



AFTER RECORDING RETURN TO:
McLean & Howard, LLP
901 S. Mopac Expy, Bldg 2, Suite 225
Austin, Texas 78746
Attention: William P. McLean

Exhibit A

Legal Description of the Grantor Tract

Tract 1: 77.391 acres, more or less, situated in the C. A. Smith Survey No. 321, Comal County, Texas, said tract being more particularly described in that certain *Special Warranty Deed with Vendor's Lien* from Ed Nell River Ranch Partnership, a Texas general partnership to Kona Coast Venture, Ltd., a Texas limited partnership, dated August 31, 2017 and recorded as Document No. 201706040749 in the Official Public Records of Comal County, Texas

Tract 2: 2.833 acres, more or less, situated in the C.A. Smith Survey No. 321, Comal County, Texas, said tract being more particularly described in that certain General Warranty Deed with Vendor's Lien from Francine Corbett-Voltz, formerly known as Francine Karen Corbett, Linda Corbett and Sean Michael Corbett to Kona Coast Venture, Ltd., a Texas limited partnership, dated September 21, 2017 and recorded as Document No. 201706043512 in the Official Public Records of Comal County, Texas

Exhibit B

The legal description and location of the Easement Area is as follows:



METES AND BOUNDS DESCRIPTION
FOR A
0.169 OF AN ACRE
"20' WIDE EMERGENCY ACCESS EASEMENT"

BEING a 0.169 acre tract of land situated in the A. Smith Survey No. 21, Abstract No. 522, in Comal County, Texas, and being out of a called 77.391 acre tract of land, as conveyed to Kona Coast Venture Limited Partnership, and recorded in Document No. 201706040749, of the Official Public Records of Comal County, Texas, and said 0.169 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron pin found at the intersection of the Northwesterly Right-of-Way (R.O.W.) line of River Run (a 60' wide R.O.W.) and the Northeasterly terminal line of said River Run, being the most Easterly corner of Lot 4, Block 2, River Valley Estates, Unit 1, as recorded in Volume 9, Page 84, of the Map and Plat Records of Comal County, Texas, and being in the Southwesterly line of said 77.391 acre tract of land;

THENCE departing the Northwesterly R.O.W. line of said River Run, with the Northeasterly terminal line of said River Run, and with the Southwesterly line of said 77.391 acre tract of land, S 28° 10' 34" E, a distance of 11.95 feet to a point in the Northeasterly terminal line of said River Run, being in the Southwesterly line of said 77.391 acre tract of land, being the most Westerly South corner of this herein described tract of land and the POINT OF BEGINNING;

THENCE departing the Northeasterly terminal line of said River Run, same being the Southwesterly line of said 77.391 acre tract of land, and across and through said 77.391 acre tract of land, the following courses:

N 61° 49' 26" E, a distance of 50.00 feet to a point at the beginning of a curve to the left, and being a Southeasterly interior corner;

With said curve to the left, having an arc length of 39.27 feet, a radius of 25.00 feet, a delta angle of 90° 00' 00", a tangent length of 25.00 feet, and a chord bearing and distance of N 16° 49' 26" E, 35.36 feet to a point for a Southeasterly interior corner;

N 28° 10' 34" W, a distance of 291.05 feet to a point for the most Northwesterly corner, and being at the beginning of a curve to the left;

With said curve to the left, having an arc length of 46.30 feet, a radius of 60.00 feet, a delta angle of 44° 12' 46", a tangent length of 24.37 feet, and a chord bearing and distance of S 54° 27' 49" E, 45.16 feet to a point for a Northwesterly corner;

S 28° 10' 34" E, a distance of 250.56 feet to a point for the most Easterly Southeast corner, and being at the beginning of a curve to the right;

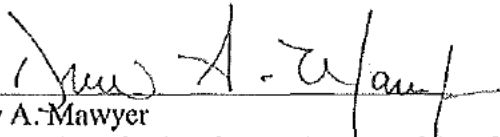
With said curve to the right, having an arc length of 70.69 feet, a radius of 45.00 feet, a delta angle of 90° 00' 00", a tangent length of 45.00 feet, and a chord bearing and distance of S 16° 49' 26" W, 63.64 feet to a point for a Southeasterly corner;

THENCE continuing across and through said 77.391 acre tract of land, S 61° 49' 26" W, a distance of 50.00 feet to a point in the Northeasterly terminal line of aforementioned River Run, being in the Southwesterly line of said 77.391 acre tract of land, and being the most Southerly corner of this herein described tract of land;

THENCE with the Northeasterly terminal line of said River Run, and with the Southwesterly line of said 77.391 acre tract of land, N 28° 10' 34" W, a distance of 20.00 feet to the POINT OF BEGINNING, and containing 0.169 acres of land, more or less.

Bearings based on the Texas State Plane Coordinate System, Texas South Central Zone (4204), North American Datum 1983.

Exhibit prepared this the 22nd day of February, 2019.



Drew A. Mawyer
Registered Professional Land Surveyor No. 5348
TBPLS Firm Registration #10191500
5151 W. SH 46, NEW BRAUNFELS, TX 78132
BRD277- ACCESS ESMT- 022219

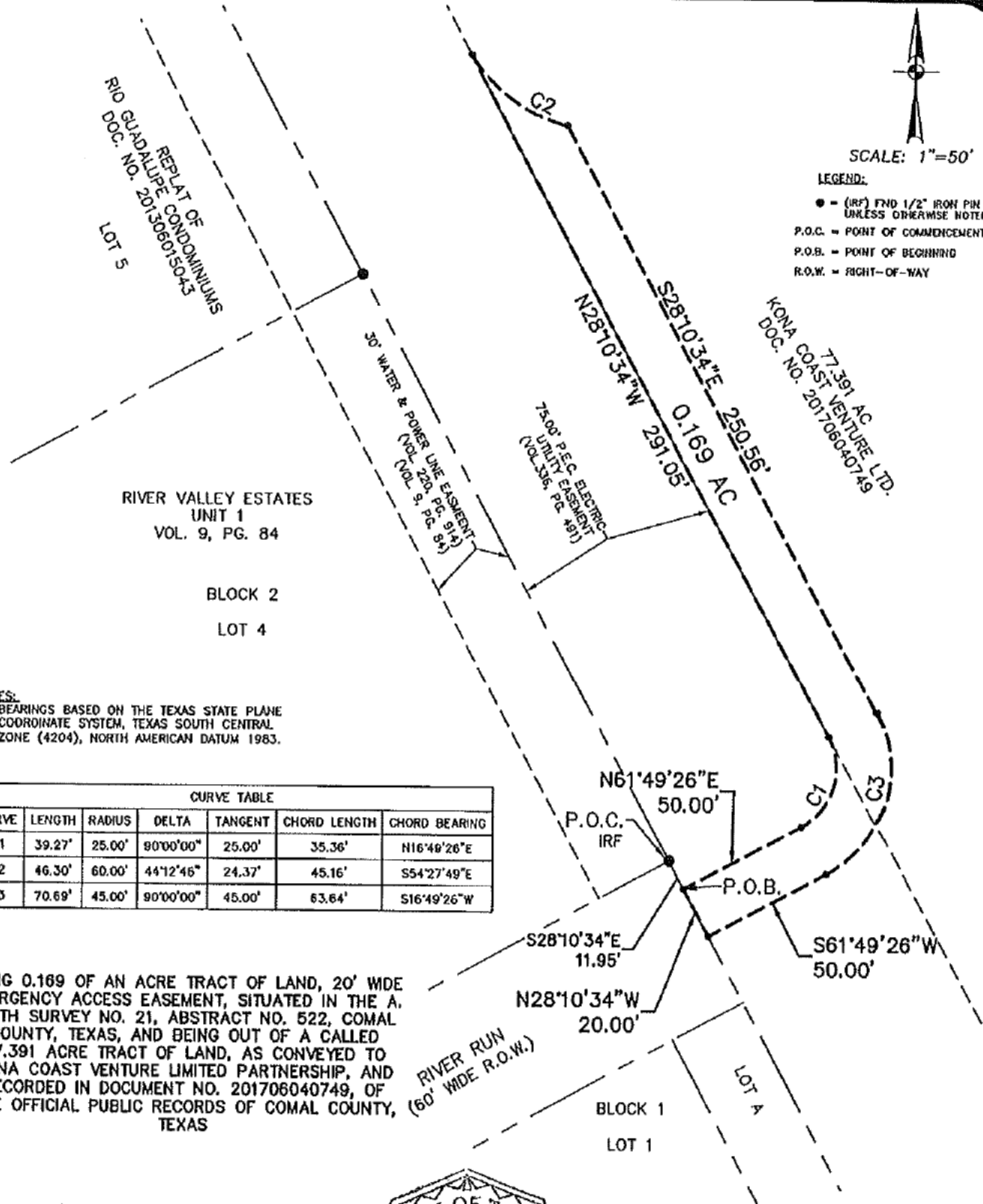




SCALE: 1"=50'

LEGEND:

- = (IRF) FND 1/2" IRON PIN UNLESS OTHERWISE NOTED
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R.O.W. = RIGHT-OF-WAY



NOTES:

1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983.

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD LENGTH	CHORD BEARING
C1	39.27'	25.00'	90°00'00"	25.00'	35.36'	N16°49'26"E
C2	46.30'	60.00'	44°12'46"	24.37'	45.16'	S54°27'49"E
C3	70.69'	45.00'	90°00'00"	45.00'	63.64'	S16°49'26"W

BEING 0.169 OF AN ACRE TRACT OF LAND, 20' WIDE EMERGENCY ACCESS EASEMENT, SITUATED IN THE A. SMITH SURVEY NO. 21, ABSTRACT NO. 522, COMAL COUNTY, TEXAS, AND BEING OUT OF A CALLED 77.391 ACRE TRACT OF LAND, AS CONVEYED TO KONA COAST VENTURE LIMITED PARTNERSHIP, AND RECORDED IN DOCUMENT NO. 201706040749, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS

D. MAWYER
 LAND SURVEYING
 5151 W. SH 46
 NEW BRAUNFELS, TX 78132
 ph: 830.730.4449
 drewm@dam-b.com
 1104 11019100



STATE OF TEXAS
COUNTY OF COMAL

THIS 22 DAY OF FEBRUARY 2019

Drew A. Mawyer
 DREW A. MAWYER
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5348

DATE: FEBRUARY 2019 JOB BRD27Z

CONSENT OF MORTGAGEE

The undersigned, being the sole owner and holder of the lien created by a Deed of Trust recorded as Document No. 201906040749 in the Official Public Records of Comal County, Texas (the "Lien"), securing a note of even date therewith, executes this Access Easement for Emergency Access solely for the purposes of (i) evidencing its consent to this Access Easement for Emergency Access, and (ii) subordinating the Lien to this Access Easement for Emergency Access.

Moody National Bank

By: [Signature]
Name: Jeffery M. Hutchinson
Title: Executive Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 9 day of May, 2019, by Jeffery M. Hutchinson as EVO of Moody National Bank, on behalf of said bank.



Michelle Farrow
Notary Public – State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/23/2019 10:32:38 AM
CASHFOUR 9 Page(s)
201906017558



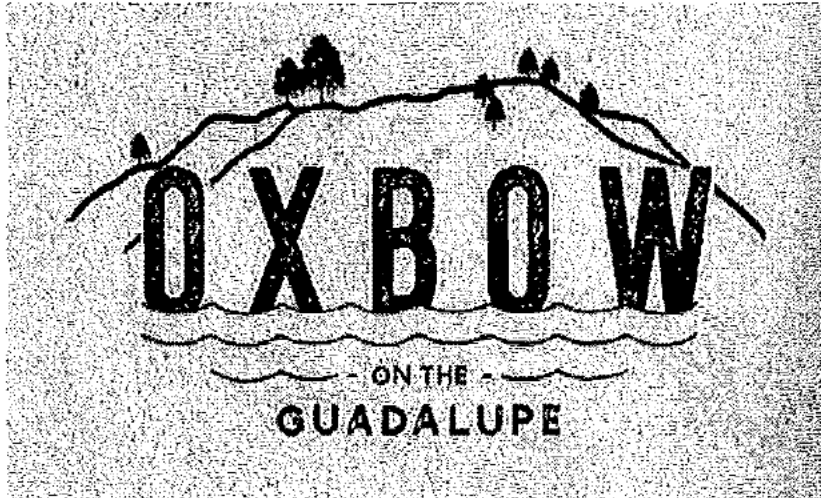
Bobbie Koepf



201906017562 05/23/2019 10:32:42 AM 1/9

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



OXBOW ON THE GUADALUPE

MAINTENANCE PLAN FOR PRIVATE ROADS

Comal County, Texas

RECEIVED

APR 04 2019

COUNTY ENGINEER

Declarant: Kona Coast Venture, Ltd., a Texas limited partnership

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560 Official Public Records of Comal County, Texas.

OXBOW ON THE GUADALUPE

MAINTENANCE PLAN FOR PRIVATE ROADS

This Maintenance Plan for Private Roads (the "Plan") is made by **Kona Coast Venture, Ltd.**, a Texas limited partnership (the "Declarant") under that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe.

A. Declarant has caused to be Recorded that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. **201906017560** in the Official Public Records of Comal County, Texas (the "Declaration") encumbering that certain property in Comal County, Texas (the "Property") described in Exhibit "A" attached hereto and incorporated by reference herein.

B. Declarant enters into this Plan pursuant to Section IV, Subsection (D)(2) of the Comal County Subdivision Regulations regarding the platting of private road subdivisions.

ARTICLE I ROADWAY AND EASEMENT MAINTENANCE COSTS

1.1. Budget. A projected budget for roadway maintenance expenses (including maintenance expenses for the public drainage easement shown on the plat for the subdivision) is attached in Exhibit "B" attached hereto and incorporated by reference herein. This budget projects expenses for annual crack sealing of the subdivision roads, a 10% cut out (for base failures) and replacement for a portion of the subdivision roads every 5 years, a single course surface treatment of asphalt and rock every 10 years, and a mill and overlay every 20 years to provide a new roadway surface and reshape the existing roadway crown or cross slope to address drainage and ponding and to prevent new base failures from occurring. The budget further includes maintenance expenses relating to the maintenance of the public drainage easement shown on the plat for the subdivision.

ARTICLE 2 FUNDING FOR MAINTENANCE OF PRIVATE ROADS AND EASEMENTS

2.1. Association. Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation, which will be created by Declarant to exercise the authority and assume the powers specified in *Article 4* and elsewhere in the Declaration, will be the eventual owner and party responsible for maintenance of certain Common Areas (which include the private streets for the Property and maintenance costs for the public drainage easement shown on the plat for the subdivision), as defined in the Declaration.

2.2. Regular Assessments. The Association has the authority under the Declaration to assess Owners Regular Assessments, which are estimates of the expenses to be incurred by

the Association for management, repair and maintenance of the Common Areas, including but not limited to improvements, maintenance and repaving of the private streets the subdivision and maintenance costs for the public drainage easement shown on the plat for the subdivision. .

- (a) The initial Regular Assessments are projected to be \$2,400.00 per year/per Lot pursuant to the initial projected budget attached hereto as Exhibit "C" attached hereto and incorporated by reference herein.

2.3. Working Capital Assessments. Each Owner (other than Declarant) of a residential Lot will pay a one-time working capital assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. The working capital assessment is paid by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The working capital assessments can be used to pay operating costs of the Association, including the costs for maintenance or repaving of the private streets and for maintenance costs for the public drainage easement shown on the plat for the subdivision. Per the attached initial budget, the working capital assessment is projected to be \$350.00 per residential Lot.

2.4. Frequency of Assessments. Assessments are paid by Owners at the beginning of the fiscal year or during the fiscal year in equal quarterly installments, or in such other manner as the Board may designate.

ARTICLE 3 REMEDIES FOR NON-PAYMENT

3.1. Remedies for Non-payment. If any Assessment is not paid by an Owner by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot.

ARTICLE 4 GENERAL

4.1. Amendment. This Plan, and the budgets attached as Exhibit "B" and Exhibit "C", may be amended or restated by (i) the Declarant, acting alone; or (ii) by the president or secretary of the Association setting forth the amendment or restatement and certifying that such amendment or restatement has been approved by Declarant (until expiration or termination of the Development Period) or by a majority of the Board thereafter. No amendment to this Plan, or the budgets attached as Exhibit "B" and Exhibit "C", will be effective without the written consent of Declarant, its successors or assigns, during the Development Period.

4.2. Capitalized Terms. Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Declaration.

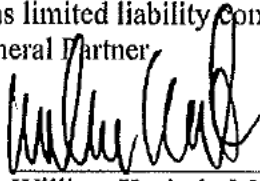
[SIGNATURE PAGE TO PLAN]

EXECUTED to be effective on the date this Plan is Recorded.

DECLARANT:

KONA COAST VENTURE, LTD.,
a Texas limited partnership

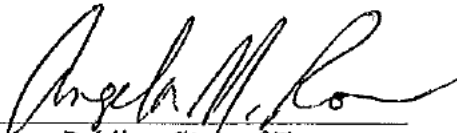
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

THE STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me this 4th day of April, 2019, by William Koriath, Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, on behalf of said entities.




Notary Public – State of Texas

(SEAL)

Exhibit "A"

Legal Description of the Property

Tract 1: 77.391 acres, more or less, situated in the C. A. Smith Survey No. 321, Comal County, Texas, said tract being more particularly described in that certain *Special Warranty Deed with Vendor's Lien* from Ed Nell River Ranch Partnership, a Texas general partnership to Kona Coast Venture, Ltd., a Texas limited partnership, dated August 31, 2017 and recorded as Document No. 201706040749 in the Official Public Records of Comal County, Texas

Tract 2: 2.833 acres, more or less, situated in the C.A. Smith Survey No. 321, Comal County, Texas, said tract being more particularly described in that certain General Warranty Deed with Vendor's Lien from Francine Corbett-Voltz, formerly known as Francine Karen Corbett, Linda Corbett and Sean Michael Corbett to Kona Coast Venture, Ltd., a Texas limited partnership, dated September 21, 2017 and recorded as Document No. 201706043512 in the Official Public Records of Comal County, Texas

Yearly	Entire roadway / 10 years	10% of area / 5 years	Remove/Replace HMAP	Easement Maintenance	Balance
Year	Crack Seal	Single Course Surface Treatment	Base Failure/Repair	2" Mill and Overlay	Debris Removal/Abatement
1					\$ 40,000.00
2	\$ 3,500.00			\$ 5,000.00	\$ 71,500.00
3	\$ 3,570.00			\$ 5,100.00	\$ 102,830.00
4	\$ 3,650.00			\$ 5,210.00	\$ 133,970.00
5	\$ 3,730.00		\$ 50,000.00	\$ 5,320.00	\$ 114,920.00
6	\$ 3,810.00			\$ 5,430.00	\$ 145,680.00
7	\$ 3,890.00			\$ 5,540.00	\$ 178,250.00
8	\$ 3,970.00			\$ 5,650.00	\$ 205,620.00
9	\$ 4,050.00			\$ 5,760.00	\$ 236,790.00
10		\$ 90,000.00	\$ 57,000.00	\$ 5,900.00	\$ 123,890.00
11	\$ 4,230.00			\$ 6,020.00	\$ 153,640.00
12	\$ 4,320.00			\$ 6,150.00	\$ 183,170.00
13	\$ 4,410.00			\$ 6,280.00	\$ 212,480.00
14	\$ 4,500.00			\$ 6,410.00	\$ 241,570.00
15	\$ 4,590.00		\$ 63,000.00	\$ 6,540.00	\$ 207,440.00
16	\$ 4,690.00			\$ 6,690.00	\$ 236,070.00
17	\$ 4,790.00			\$ 6,820.00	\$ 264,460.00
18	\$ 4,890.00			\$ 6,960.00	\$ 282,610.00
19	\$ 4,990.00			\$ 7,100.00	\$ 320,520.00
20			\$ 70,000.00	\$ 280,000.00	\$ 3,270.00
2% Inflation					Overall Total:
Totals:	\$ 71,580.00	\$ 90,000.00	\$ 240,000.00	\$ 280,000.00	\$ 115,150.00
2% Inflation					\$ 796,730.00

Roadway and Easement Contribution
\$ 40,000.00

\$35000 for roadway
\$5000 for easement maintenance

Roadway Maintenance Budget

Exhibit "B"

Pavement Area
17500 SY

Curb
11020 LF

- Year 1: No repairs/rehab, under warranty from contractor
- Year 5, 10, 15, 20: Base failure repairs (8" flex base plus 2" TY D surface course). Estimated to be 10% of overall asphalt roadway
- Year 10: Single Course (paving and aggregate) applied to entire asphalt roadway
- Year 20: 2" Mill and Overlay of overall asphalt roadway. Base failure repair prior to mill and overlay
- Years 1 - 20: Ribbon curb may need to be repaired, but amount would be difficult to determine

*** The costs noted are based on 2018-2019 data and today's \$ and shall be considered for inflation (approx. 2%) and future costs

Exhibit "C"

Initial Budget

See following two (2) pages.

Oxbow on the Guadalupe

Build-Out Budget Projection

Dues begin @ \$200/mo 200.00 2400.00

	Build-Out	
Builder Lots Sales	0	
Home Sales (Owners)	57	Total Lots
Cumulative Home Sales	57	57
INCOME		
Assessment Income	\$ 136,800	
Less: Bad Debt @ 1%	\$ -	
Working Capital (Est \$350/dw/10)	\$ -	
Amenity Use Fee (pool)	\$ -	
Violation Fines	\$ -	
Reimbursements	\$ -	
Late Fees	\$ -	
Interest Income	\$ -	
Miscellaneous	\$ -	
Insurance Proceeds	\$ -	
Developer Funds Needed	\$ -	\$ -
=====		
Total Income net DF	\$ 136,800	
Funding Short-Fall	\$ 6	No Shortfall
TOTAL INCOME	\$ 136,800	
EXPENSES		
ADMINISTRATIVE		
Accounting (tax return)	\$ 350	Federal & Franchise Tax Returns
Annual Audit	\$ -	
Copies	\$ 296	
Coupon Books	\$ 228	
Courtesy Patrol	\$ -	
Dues/Licenses/Permits	\$ -	
Legal	\$ 500	
Management Fees	\$ 11,940	Estimate
Meeting Expense	\$ -	
Misc. General Expenses	\$ 100	
Newsletter	\$ -	
Other Prof Svcs	\$ -	
Postage/Delivery	\$ 160	
Social Events	\$ -	
Web Site Hosting	\$ -	
=====		
Total Administrative	\$ 13,574	
UTILITIES		
Cable	\$ -	
Electric Service	\$ 11,400	Estimate-irrigation & pool area
Gas	\$ -	No gas currently
Telephone	\$ 2,700	Entry Gate, 911 & pool access system phone lines
Communications / Internet	\$ 720	Internet at Pool
Trash	\$ -	Dumpster at pool?
Water & Sewer	\$ 18,000	Estimate Sewer by septic tanks
=====		
Total Utilities	\$ 32,820	
PROPERTY EXPENSES		
Auto Gates/Access Control	\$ 1,000	Pool Access Gate Maint - Ensure Accessibility
Custodian Services/Supplies	\$ 5,400	Porter-Pool/Park Areas
Electrical Repairs	\$ -	
Equipment & Major Purchases	\$ -	
Extermination	\$ -	
Fence Maint/Repair	\$ -	
Irrigation Repair	\$ 1,000	
Keys / Locks Property	\$ -	
Landscape Maintenance	\$ 15,000	Estimate - Easement maintenance can be handled by landscaper
Easement Maintenance	\$ 5,000	Cleaning or debris removal from drainage structures and easements (Bi-annually @ \$3000)
Landscape Replcmt / Décor	\$ -	
Lighting	\$ 300	Roadway light standards/bubb replacement
Main/Repair-Misc.	\$ 500	
Misc. Property Expenses	\$ -	
Plumbing Maint/Repair	\$ -	
Pond Maintenance	\$ -	
Pool Lifeguards/Monitors	\$ -	
Pool Maint & Supplies	\$ 10,800	Estimate
Security / Safety / Monitoring	\$ -	
Signage	\$ -	
Road Maintenance	\$ 35,000	In conjunction with maintenance plan and estimated costs
Street/Parking Lot Cleaning	\$ -	
Tree Trim/Rep/Maint	\$ -	
=====		
Total Property Expense	\$ 74,000	

		Build-Out	
TAXES & INSURANCE			
Property Insurance- Package	\$	4,500	property & GL
Property Insurance- Umbrella	\$	-	
Property Insurance- Crime	\$	600	
Property Insurance- D&O	\$	1,200	
Taxes- Property	\$	200	
Taxes- Federal Income	\$	-	
		=====	
Total Tax & Insurance	\$	6,400	
TOTAL OPER. EXPENSES	\$	126,794	
NON-OPERATING EXPENSES			
Operating Reserves	\$	-	
Reserve Contribution (see projected LTCE below)	\$	10,000	\$ 10,000 10% of dues rate
Total Reserves	\$	10,000	
TOTAL EXP & RESERVES	\$	136,794	\$ 199.99
NET FUND CHANGE	\$	10,006	
<hr/>			
Projected Cash Balance	0	10,006	
<hr/>			
Reserve Allocation- Cumulative		10,000	
<i>(Projected Cash Balance should be greater than the Reserve Allocation at all times.)</i>			

Filed and Recorded
 Official Public Records
 Bobbie Koepf, County Clerk
 Comal County, Texas
 05/23/2019 10:32:42 AM
 CASHFOUR 9 Page(s)
 201906017562



Bobbie Koepf

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



ADOPTION OF WORKING CAPITAL ASSESSMENT

Comal County, Texas

Declarant: Kona Coast Venture, Ltd., a Texas limited partnership

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas.

OXBOW ON THE GUADALUPE
ADOPTION OF WORKING CAPITAL ASSESSMENT

OXBOW ON THE GUADALUPE

ADOPTION OF WORKING CAPITAL ASSESSMENT

The following Adoption of Working Capital Assessment is made pursuant to *Section 6.4* of that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas (the “**Declaration**”) by Kona Coast Venture, Ltd., a Texas limited partnership (the “**Declarant**”), and is as follows:

1. Working Capital Assessment – Residential Lots. In accordance with *Section 6.4* of the Declaration, Declarant hereby adopts a working capital assessment (the “**Working Capital Assessment**”) in the amount of Three Hundred and Fifty Dollars (\$350.00) per residential Lot. The Working Capital Assessment applies to each residential Lot subject to the Declaration, unless otherwise exempt pursuant to *Section 6.4* of the Declaration.

2. Subject to Change. The amount of the Working Capital Assessment designated to residential Lots hereunder is subject to change from time to time by the Declarant during the Development Period, and by the Board thereafter.

3. Capitalized Terms. Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Declaration.

[signature page follows]

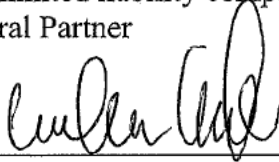
[SIGNATURE PAGE TO ADOPTION OF WORKING CAPITAL ASSESSMENT]

EXECUTED to be effective as of the date this instrument is Recorded.

DECLARANT:

KONA COAST VENTURE, LTD.,
a Texas limited partnership

By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

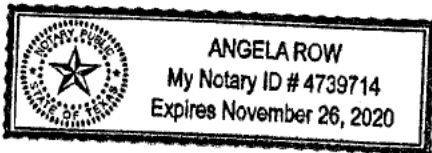
By: 
William Koriath, Manager

THE STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me this 1st day of June, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, on behalf of said entities.


Notary Public – State of Texas

(SEAL)



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/20/2019 12:16:25 PM
LAURA 3 Pages(s)
201906021216



Bobbie Koepf

After Recording, Return To:
William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



OXBOW ON THE GUADALUPE DESIGN GUIDELINES

Comal County, Texas

Declarant: Kona Coast Venture, Ltd., a Texas limited partnership

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas.

ARTICLE I

INTRODUCTION

1.1. Background. Oxbow on the Guadalupe is a master planned community located in Comal County, Texas (the “**Property**”). Kona Coast Venture, Ltd., a Texas limited partnership (the “**Declarant**”) has a substantial interest in ensuring that improvements within the Property maintain and enhance Declarant’s reputation as a community developer and do not impair Declarant’s ability to market and sell all or any portion of the Property. As a consequence thereof, Declarant acts solely in Declarant’s interest and shall owe no duty to any other Owner or to the Association.

1.2. Interpretation. In the event of any conflict between these Design Guidelines and the Declaration, the Declaration shall control. Capitalized terms used in these Design Guidelines and not otherwise defined in this document shall have the same meaning as set forth in the Declaration.

1.3. Governmental Requirements. Governmental ordinances and regulations are applicable to all Lots within the Development. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement which may be applicable to a Lot. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans for approval. Furthermore, approval by the ACC should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner’s Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ACC. The ACC shall bear no responsibility for ensuring plans submitted comply with any applicable building codes, zoning regulation and other government requirements. It is the responsibility of the Owner to secure any required governmental approvals prior to construction on such Owner’s Lot.

1.4. Amendments. The Board may amend, modify, or restate these Design Guidelines as provided in the Restrictions. All amendments shall become effective upon recordation in the Official Public Records of Comal County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

ARTICLE II

ARCHITECTURAL REVIEW PROCESS

2.1. Objective. The objective of the review process is to promote aesthetic harmony within the Provence community by providing for compatibility of specific designs with surrounding buildings, the environment and the topography. The review process strives to maintain objectivity and sensitivity to the individual aspects of design.

2.2. Review Process. Requests for approval of proposed construction (both new home and improvements to existing homes), landscaping, or exterior modifications must conform to the review process described in the “**Design Review and Approval Process**” section of these Design Guidelines.

2.3. Responsibility for Compliance. An applicant is responsible for ensuring that all of the applicant’s representatives, including the applicant’s architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Design Guidelines, the Declaration and all requirements imposed by the ACC as a condition of approval.

2.4. Inspection. Upon completion of all approved work, the Owner must notify the ACC. The ACC may, but is not obligated to, inspect the work at any time to verify conformance with the approved submittals.

ARTICLE III DESIGN PHILOSOPHY

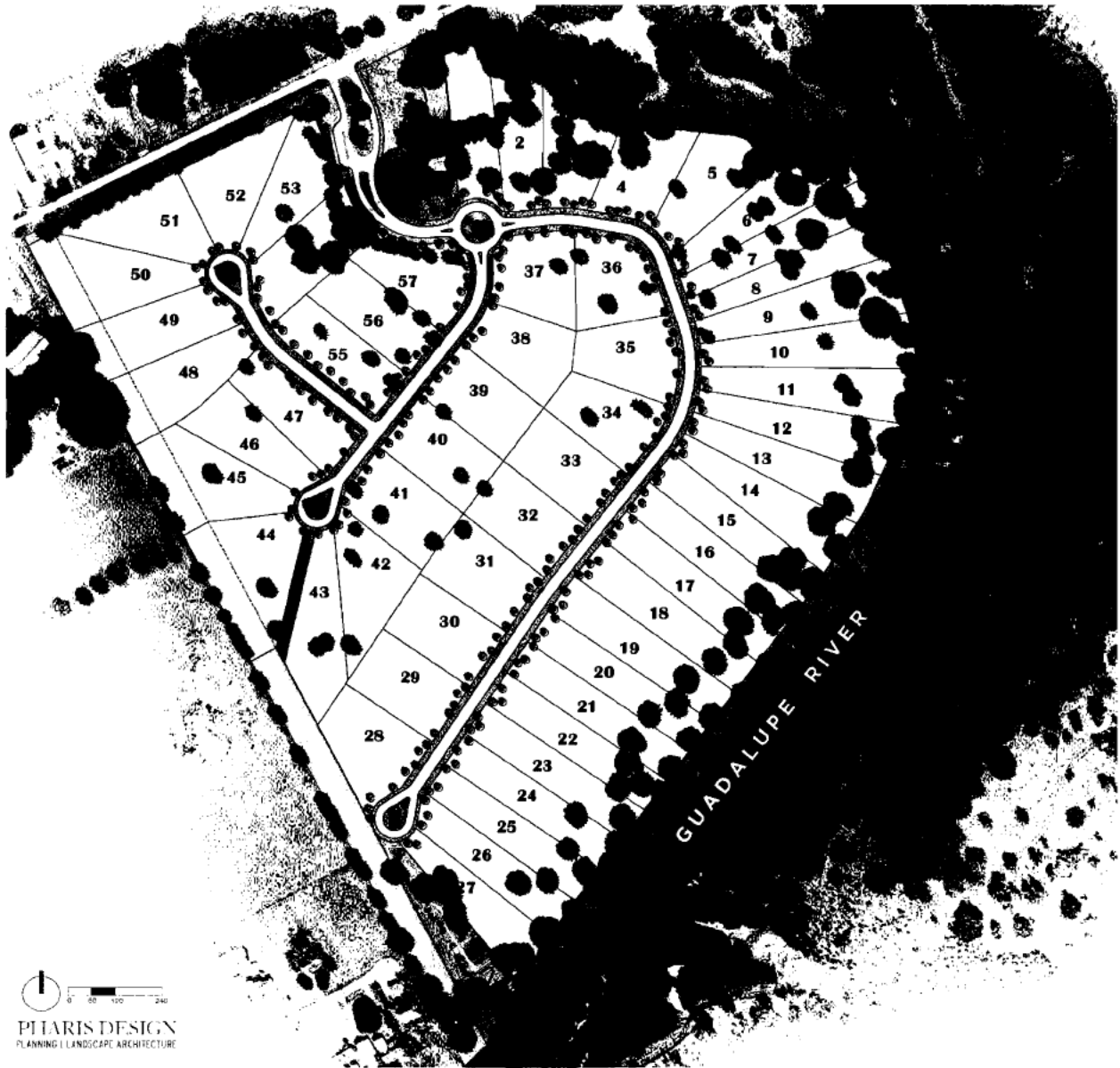
3.1. Introduction and Design Objectives. The Design Guidelines set forth herein are intended to provide guidance for all new homes, additions, site work and landscape improvements at Oxbow on the Guadalupe, so as to create a cohesive identity for the community. The design criteria set forth in these guidelines provide the parameters for the landscaping, lighting, signage and the exterior design of all buildings within the community. All improvements will be reviewed by the “Architectural Control Committee” or “ACC” for Oxbow to ensure that the proposed designs are compatible with this document’s design criteria. No improvement may be constructed within the Oxbow Community without the advanced written approval of the Declarant, in its capacity of the ACC.

Oxbow is a large lot, riverfront community located in Sattler, Texas on the Guadalupe River. It is designed to offer a comfortable and relaxed experience, with connections and respect of the natural environment.

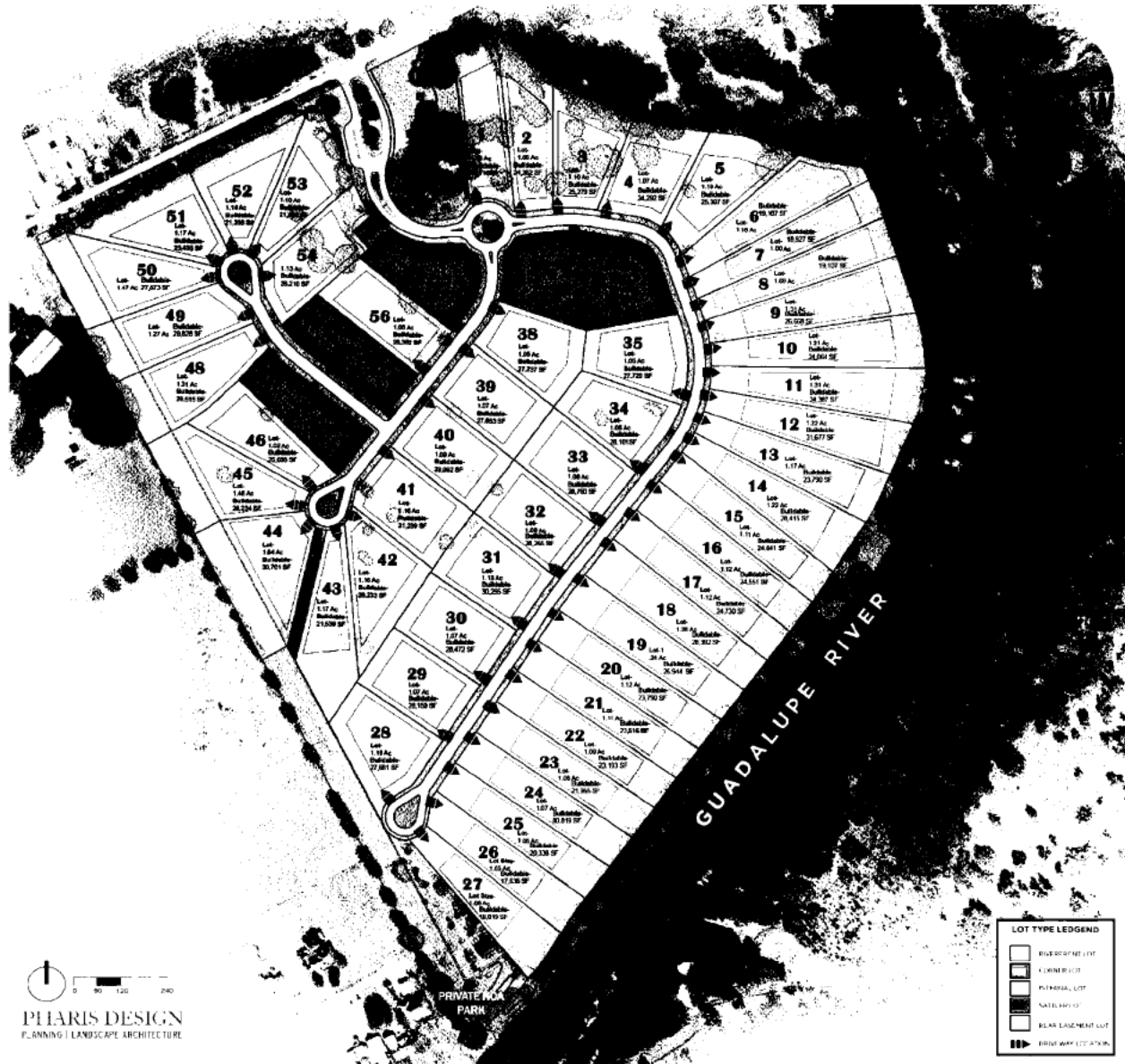
Home designs for Oxbow shall:

- Coordinate landscape designs that extend native planting throughout the project, and leave large areas in a natural state.
- Incorporate designs that are contemporary interpretations of the Hill Country style, emphasizing simple character, deep shade and the use of natural materials.

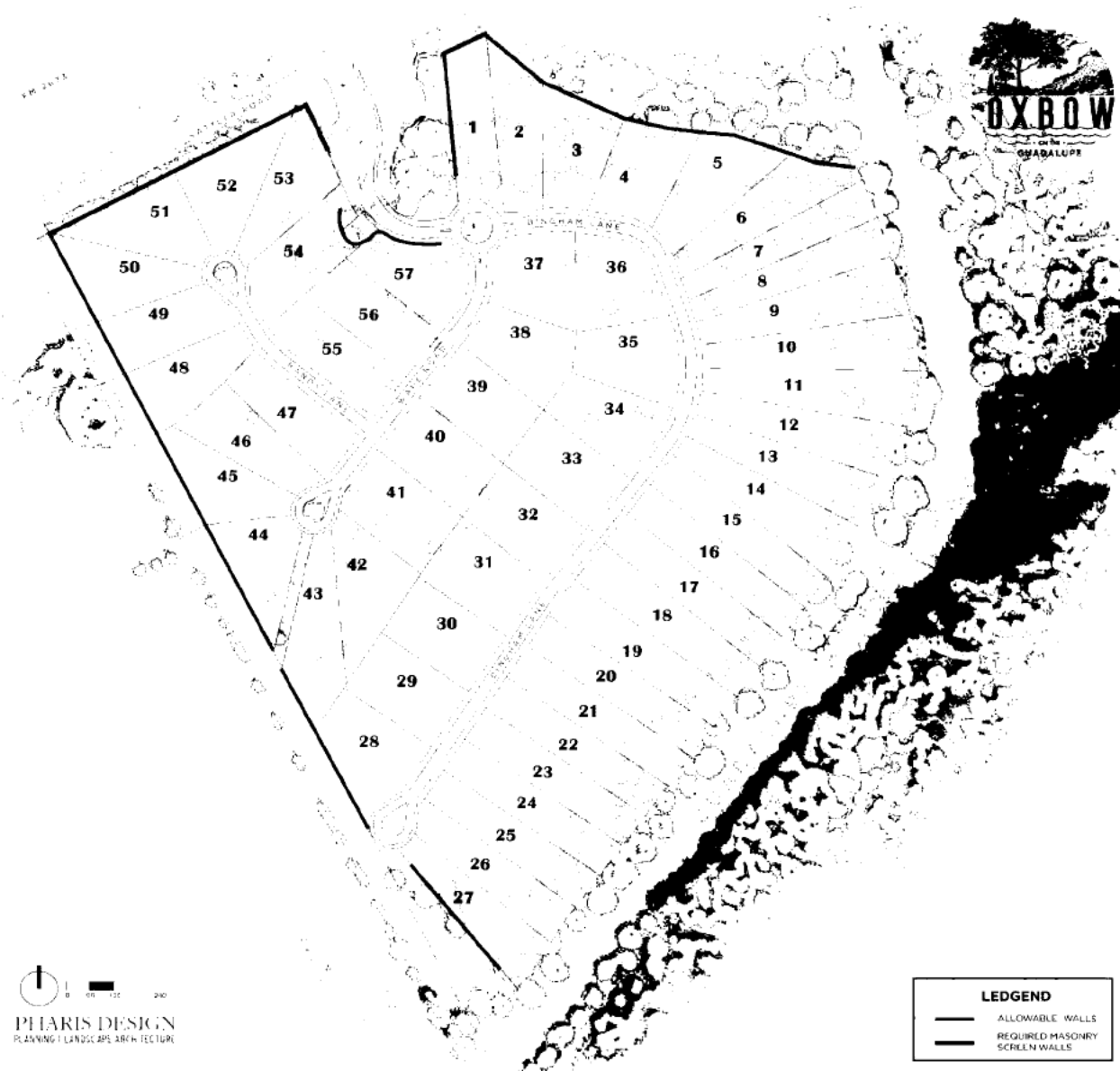
3.2. Community Wide Design.



3.3. Overall Lot Shell Exhibits.



3.4. Overall Fencing and Wall Layout Exhibit.



ARTICLE IV
SITE AND LANDSCAPE DESIGN GUIDELINES

4.1. Typical Lot Diagrams.

- 4.1.1. Each lot has been designed with a buildable area within which all improvements must occur. Driveways, utility connections, and river access points are notable exceptions.
- 4.1.2. Areas outside the buildable area should remain native, and can be enhanced through the addition of landscaping. Regular mowing of the native area is discouraged.

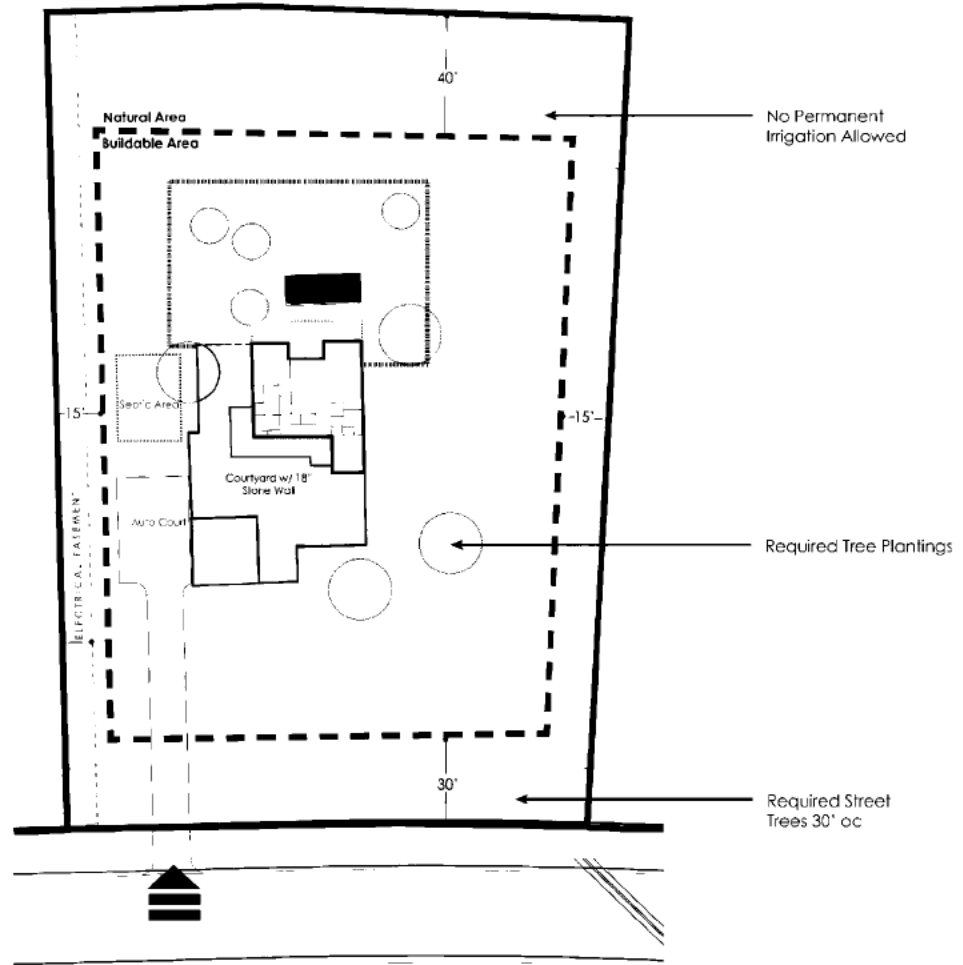
4.2. Combining Lots.

- 4.2.1. When desired, the combining of two individual lots to create one, large lot may be allowed. Applicants must receive written consent from the Oxbow ACC in order to combine lots.
- 4.2.2. A revised building envelope will be prepared by the ACC with input from owner and their consultants and shall not exceed the sum of the building envelope area of the combined lots.
- 4.2.3. All other restrictions will not be modified.

4.3. Driveways and Parking.

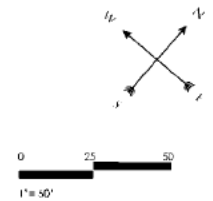
- 4.3.1. Allowable driveway materials include: Concrete, stone pavers, precast concrete pavers, colored or textured concrete, stabilized gravel (road base) with stone or concrete border. Colored concrete must be integral color and may not include any primary or bright colors. A neutral palette is preferred. Color and finish samples for all driveway materials must be submitted to the ACC for final approval.
- 4.3.2. Prohibited Materials: Un-stabilized gravel, stamped asphalt, bare dirt, grass
- 4.3.3. Vehicular gates on individual driveways/ lots are not permitted.
- 4.3.4. All driveways must include an auto court to accommodate easy turnaround and guest parking. Auto courts shall minimize the visibility of paved areas from adjacent lots, common areas and streets paired with the use of planting/ screening and/or low walls.
- 4.3.5. The minimum driveway width is 10 feet and the maximum driveway width is 15 feet. Driveway width may be wider than 15 feet at driveway aprons to garage entrances, connections to the street and/or where they provide turnaround into an auto court and/or guest parking.

Internal Lot

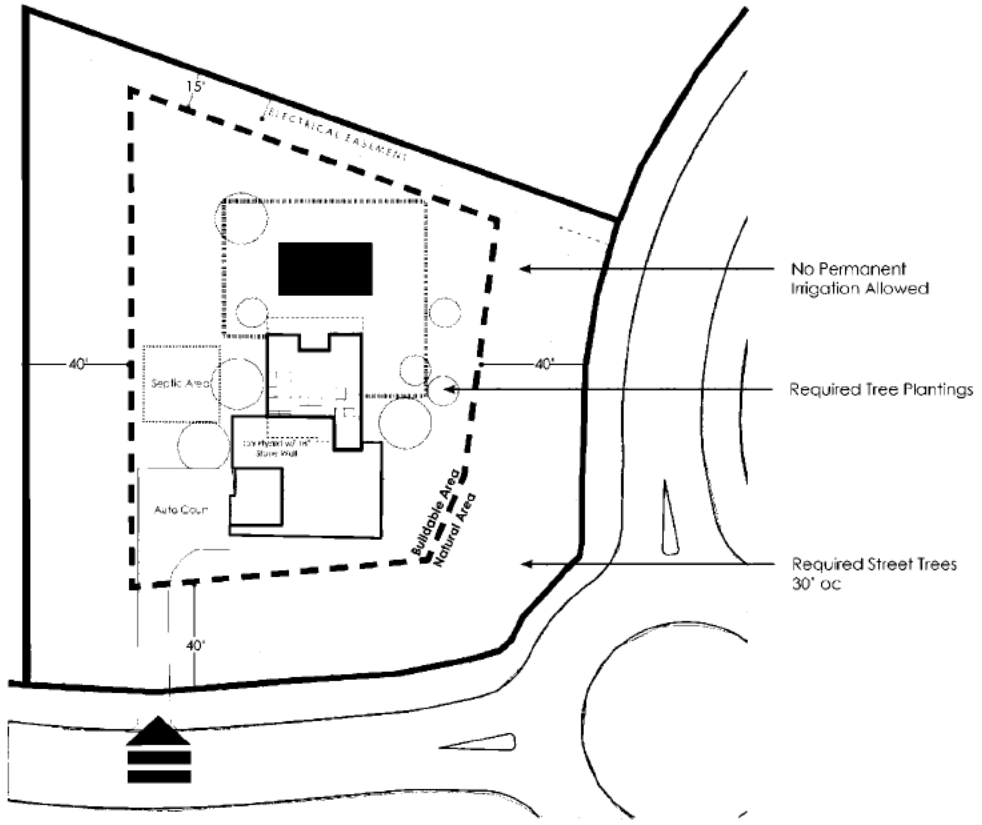


LEGEND

-  Property Line
-  Buildable Area
-  Right of Way
-  12' Driveway Location
-  View Fencing (250 LF max.)
-  Screen Fencing (100 LF max.)

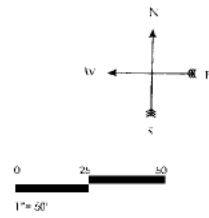


Corner Lot

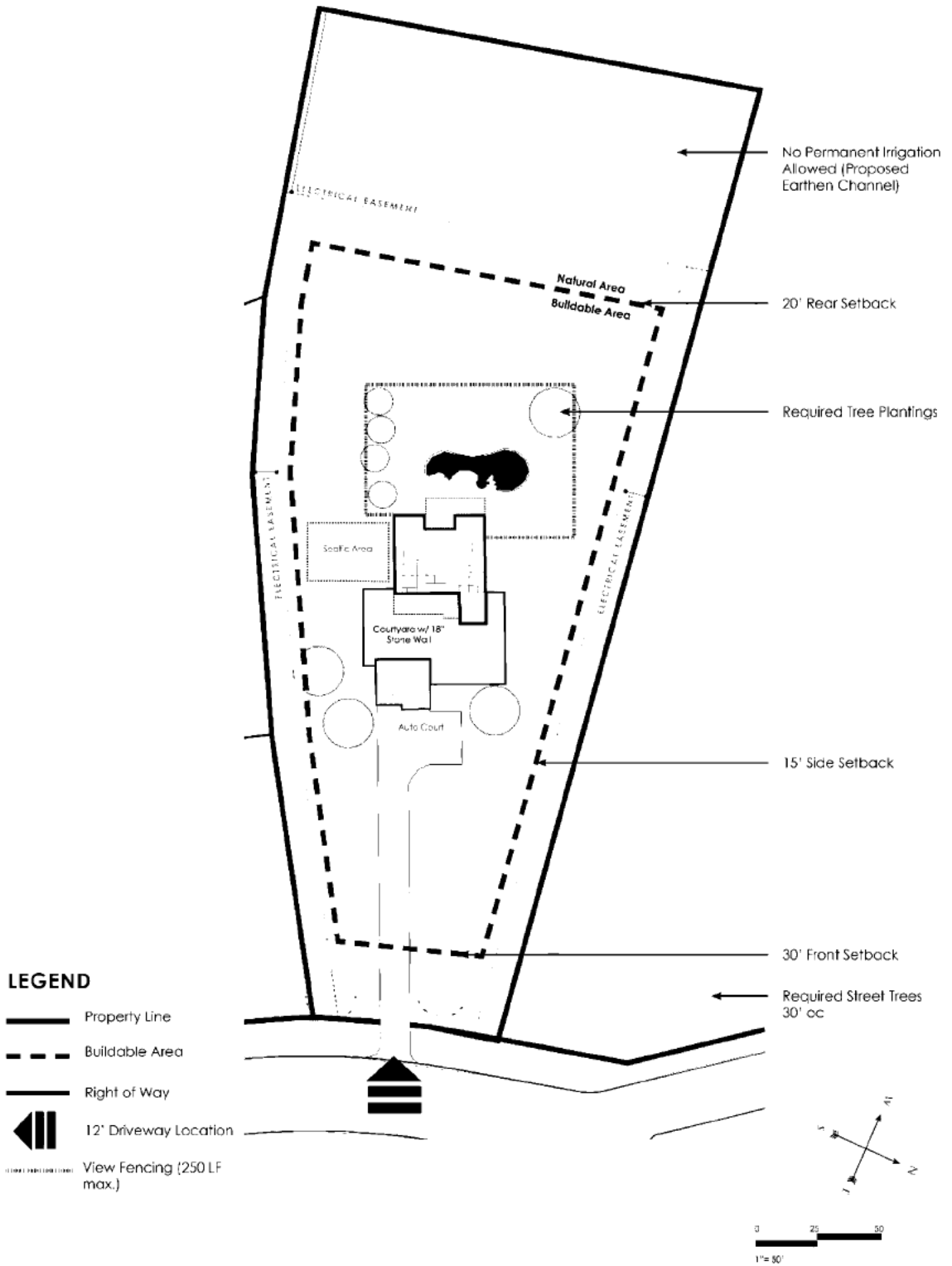


LEGEND

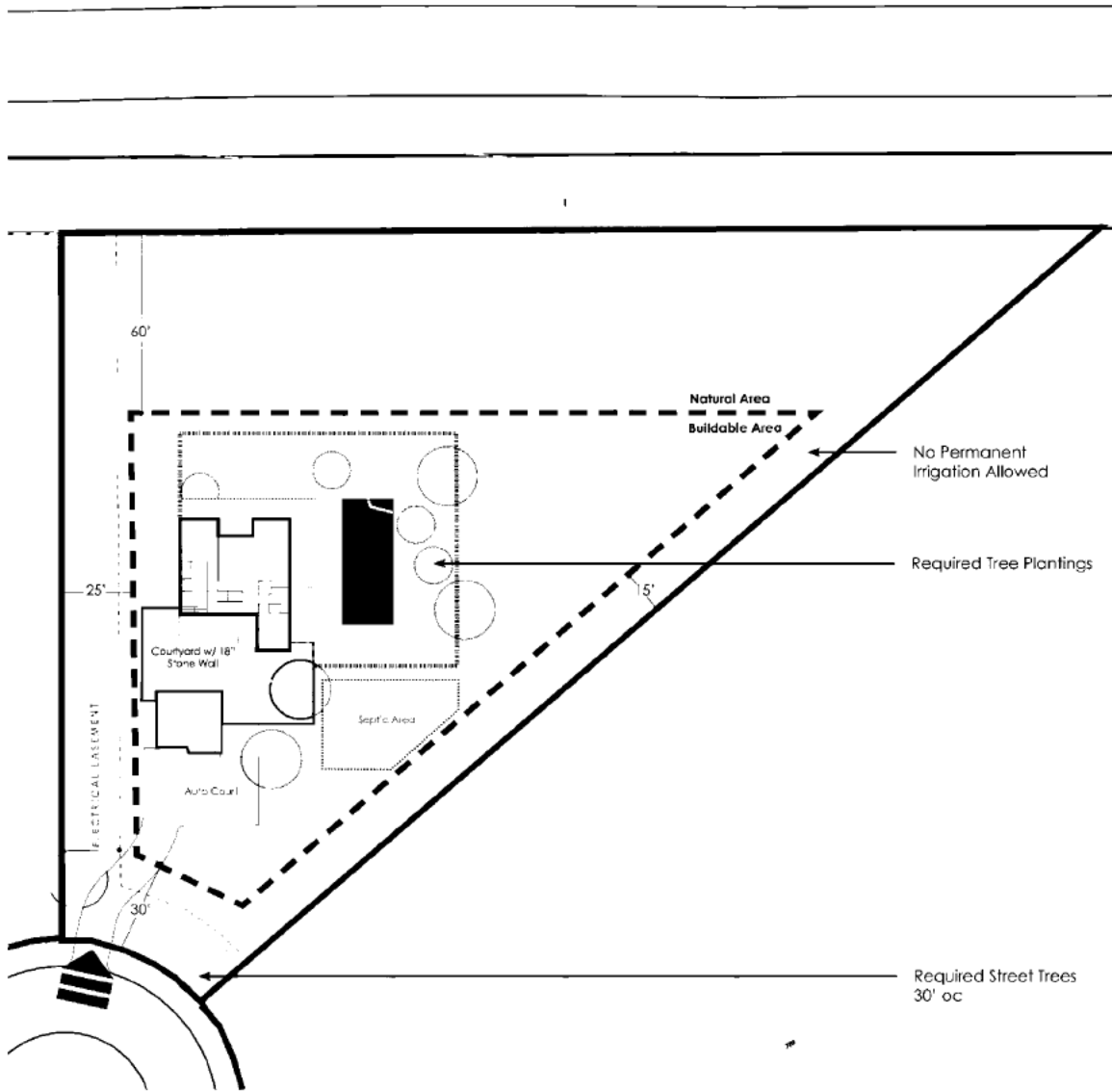
-  Property Line
-  Buildable Area
-  Right of Way
-  12' Driveway Location
-  View Fencing (250 LF max.)



Rear Easement Lot

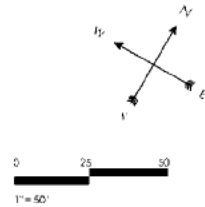


Sattler Road Lot

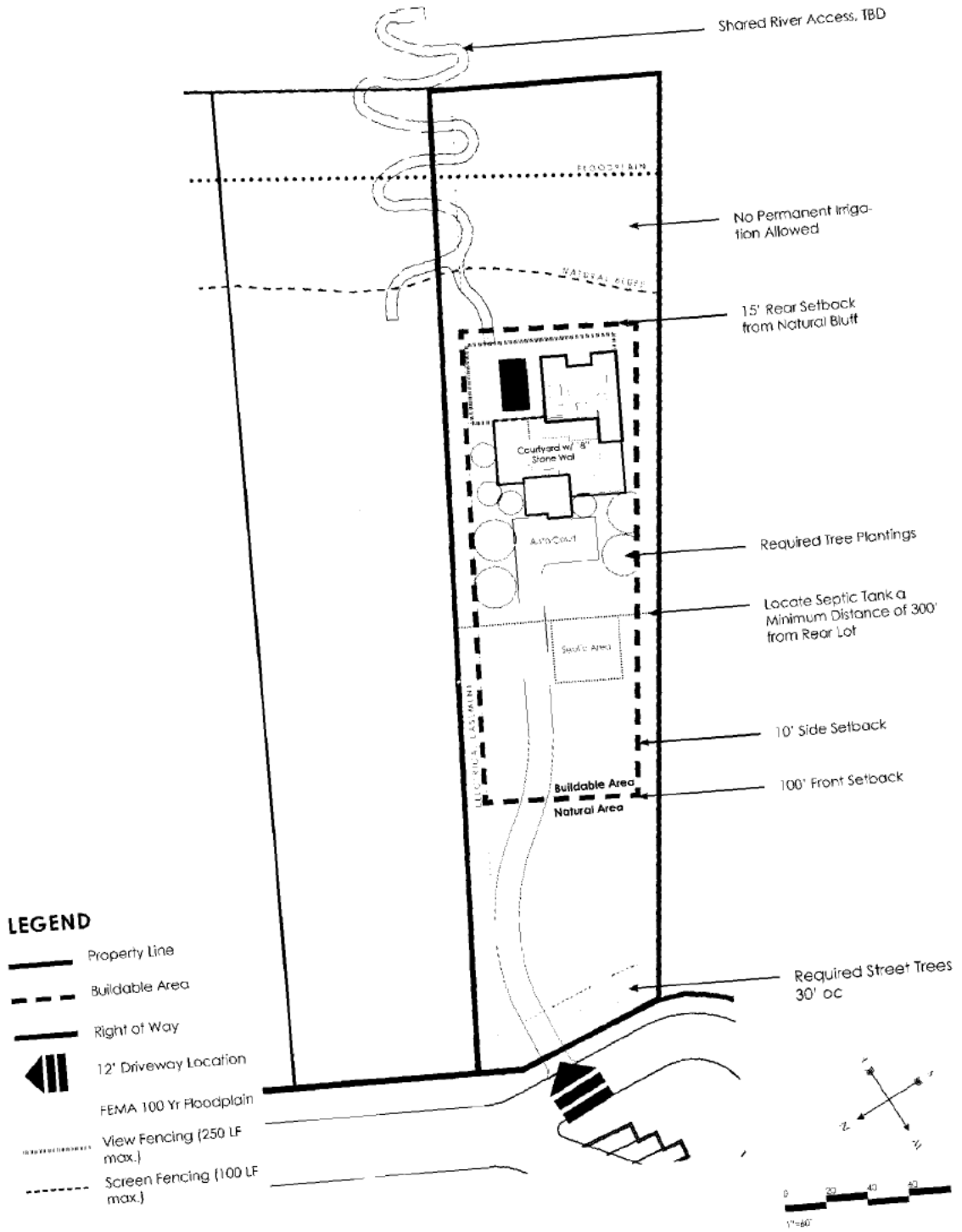


LEGEND

-  Property Line
-  Buildable Area
-  Right of Way
-  12' Driveway Location
-  View Fencing (250 LF max.)
-  Screen Fencing (100 LF max.)



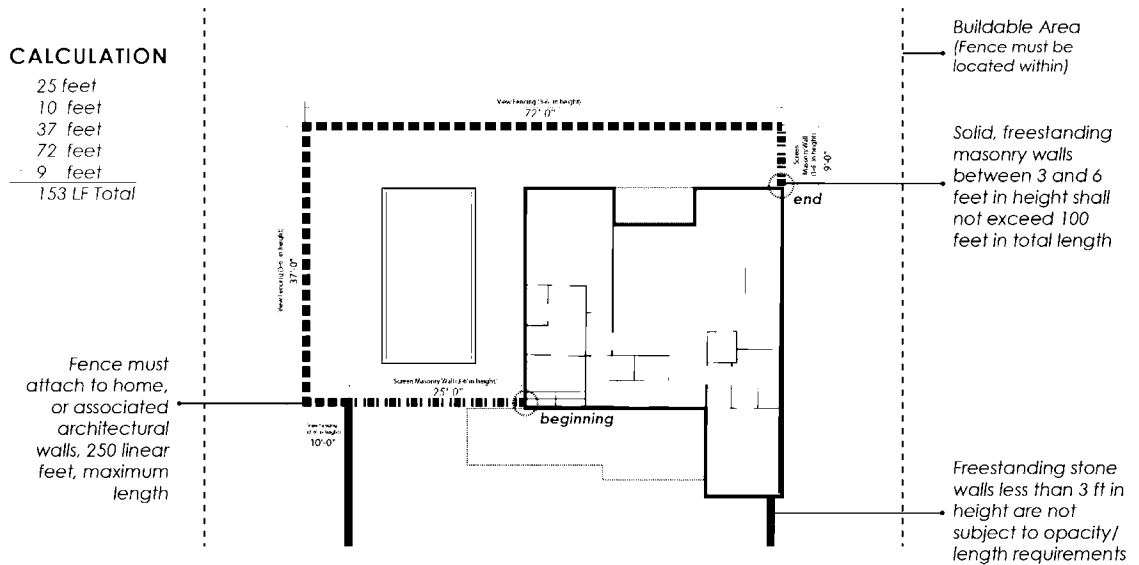
Riverfront Lot



4.4. Fencing, walls and gates.

- 4.4.1. Fences and walls must be located within the buildable area of the lot. Notable exceptions include a masonry wall along Sattler Road.
- 4.4.2. Retaining walls required outside of the building area must obtain approval from the ACC prior to construction.
- 4.4.3. Fencing and walls must be attached to the home (beginning and ending) and may not exceed 250 feet in total length. The intent is for only a small yard/ patio area to be fenced for privacy, pool enclosure, pets, etc. in the rear yard area of the home. Solid, freestanding masonry walls between 3 and 6 feet in height are allowable, but shall be limited to a total of 100 feet in length and should be used in areas where screening is desired. IE side yard views from neighbors.
- 4.4.4. Freestanding fences or walls shall not exceed 6 feet in height.

4.4.4.1. Fencing Diagram



- 4.4.5. No solid wood picket fencing shall be allowed. All fences shall be designed to allow views through the fencing, through picket spacing, etc. The use of ornate finials as picket caps shall not be allowed.

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4.4.5.1. Allowable Fencing Types:



4.4.5.2. Non-Allowable Fencing Types:



- 4.4.6. Solid masonry screen walls are allowed along the rear lot line for lots abutting Sattler Road and the western electrical easement. These portions of fencing shall not count towards the allowable 250 linear feet. Refer to overall wall and fence diagram figure 3.4.

4.4.6.1. Allowable Solid Masonry Screen Walls:



- 4.4.7. Retaining walls are limited to 4 feet in height and are encouraged to step with topography.
- 4.4.8. Masonry walls less than 3 feet in height are not subject to fence length or opacity requirements, and must be located within the buildable area.

4.4.8.1. Allowable Short Masonry Wall Types:



- 4.4.9. Fences must be finished in a natural color palette (gray, brown, white, dark green, etc.) and may not include any primary or bright colors. All finishes must be presented to the ACC for review and approval.

4.5. Culverts and Drainage.

- 4.5.1. Layout of driveways shall follow alignments that minimize grading and other disturbance to the site.
- 4.5.2. Driveways must allow for adequate drainage along the street with the use of a culvert.
- 4.5.3. Culverts shall maintain a maximum 3:1 slope at driveway aprons.
- 4.5.4. The visibility of the culvert shall be minimized to the greatest extent feasible.
- 4.5.5. Refer to overall Lot Shell Exhibit figure 3.3 for recommended driveway locations for each lot. Final driveway location shall be provided on the site plan for review and approval by the Oxbow ACC.

4.6. Landscaping.

- 4.6.1. Minimum planting requirements for individual lots:
 - 4 Shade trees (Minimum 2” caliper)
 - 2 Ornamental Trees (Minimum 30 Gallon)
 - A minimum of 250 square feet of Planting beds, which shall include at least the following:
 - 20 (5 Gallon) Shrubs
 - 20 (1 Gallon) Shrubs
 - All landscaping and irrigation must be installed prior to occupancy of the home.
- 4.6.2. Plant Material
 - 4.6.2.1. All planting shall utilize native and/or well adapted plant species. Reference the City of Austin Grow Green Guide and/or the Lady Bird Johnson Wildflower Center. See Appendix A for approved and prohibited plant species.
 - 4.6.2.2. Manicured Areas (Those requiring permanent irrigation, regular maintenance and/or mowing) shall be limited to the extents of the buildable area.
 - 4.6.2.3. Planting designs are encouraged to transition and blend into the native landscape and natural areas.

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4.6.3. Natural Areas

- 4.6.3.1. Areas outside of the developed, buildable area shall preserve the native existing vegetation to the greatest extent possible.
- 4.6.3.2. All natural areas damaged during construction must be vegetated to a minimum of what existed before construction.
- 4.6.3.3. Grading, cut/fill shall be limited in these areas to preserve the natural character.

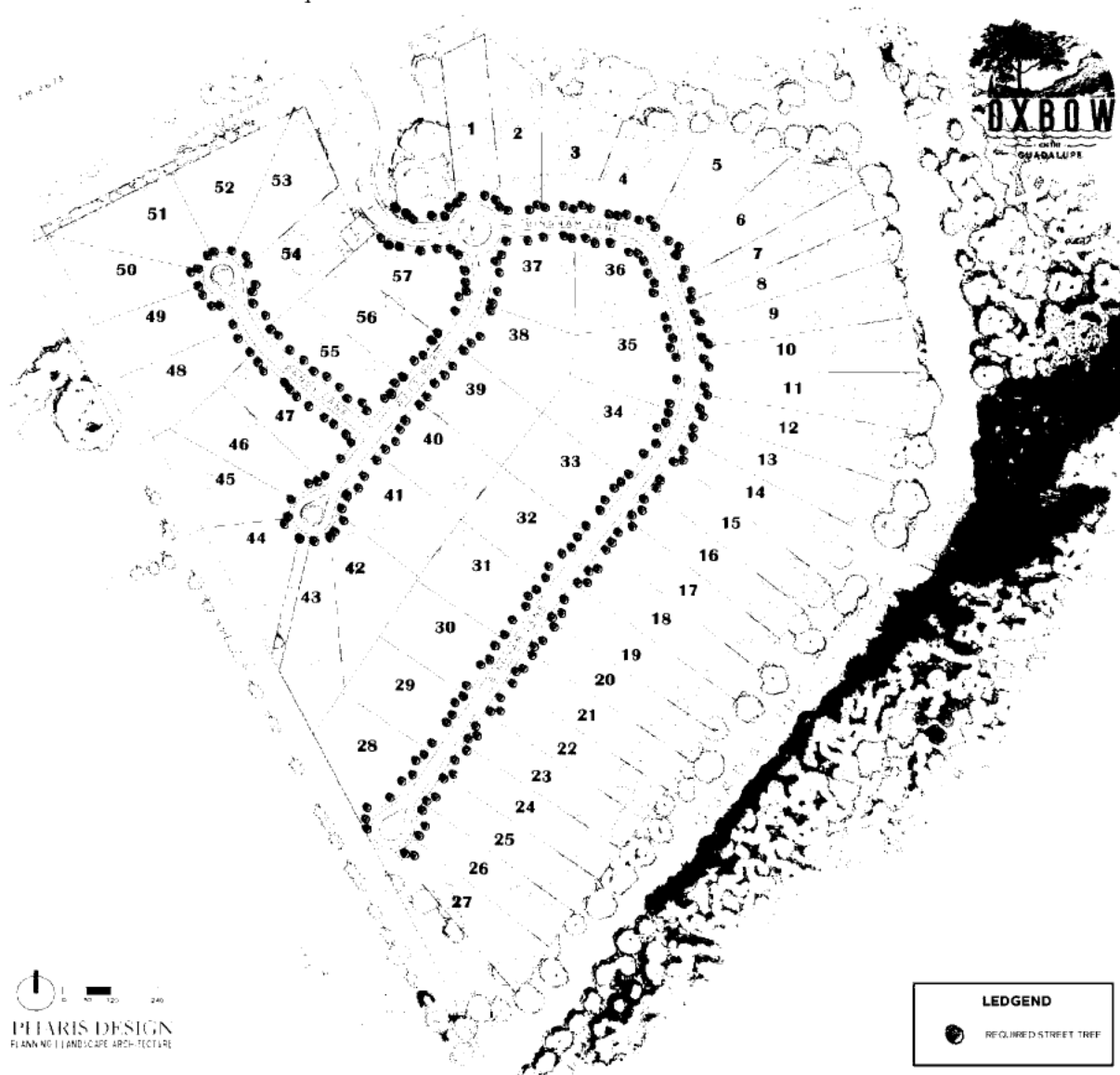
4.6.4. Irrigation

- 4.6.4.1. A permanent irrigation system shall only be allowed within the buildable area of the lot and shall not be permitted in the natural area of the lot.
- 4.6.4.2. No more than 30% of the buildable area may be sodded, maintained or irrigated as a grass lawn. St. Augustine and Bermuda Seed grasses are prohibited. Bermuda Hybrid grasses are permitted.
- 4.6.4.3. An automatic, underground irrigation system is required and must be installed by a licensed irrigation contractor.
- 4.6.4.4. All irrigation shall be drip type irrigation. Spray irrigation is not allowed.
- 4.6.4.5. All permanent systems must utilize an automatic, programmable controller and a rain/weather gauge to maximize efficiency.
- 4.6.4.6. Temporary above ground spray irrigation may be installed in the natural areas to establish native plantings and/or seed, only until plants are established and/or for a maximum of one year.

4.7. **Streetscape Planting Guidelines.**

- 4.7.1. Each lot is required to install and maintain a minimum of 2 shade trees (minimum 2 inches in caliper).
- 4.7.2. Trees shall be installed within the front setback area and should be spaced an average of 30 feet on center, following an organic alignment (not in a straight line). Refer to Required Streetscape Exhibit 4.7.4 for the approximate location of the required trees.
- 4.7.3. Allowable species for required street trees are:
 - 4.7.3.1. Cedar Elm
 - 4.7.3.2. Burr Oak
 - 4.7.3.3. Live Oak
 - 4.7.3.4. Monterrey (Mexican White) Oak
 - 4.7.3.5. Lacey Oak

4.7.4. Required Street Trees



4.7.5. Streetscape planting areas shall preserve the existing vegetation of desirable species to greatest extent possible.

4.8. **Legacy Tree Protection.**

- 4.8.1. Legacy trees shall not be removed unless approved by the ACC.
- 4.8.2. A legacy tree is a tree larger than 26 caliper inches and includes the following species: Oak (any species), Pecan, Cypress, Cedar Elm, Sycamore and Walnut.
- 4.8.3. Homes and improvements shall be designed to protect legacy trees and their root zones.

4.9. Screening Required.

- 4.9.1. Screening of auto court paving, a/c units, pool equipment, utility and gas meters, OSSF equipment, and irrigation equipment, is required.
- 4.9.2. Homes must employ evergreen vegetation as a screening option to the greatest extent possible.
- 4.9.3. Solid masonry walls may be utilized for screening, but are only allowable within the buildable area of the lot and are subject to the overall wall/fence requirements as outlined in Section 4.4. When solid masonry walls are utilized, they must be used in combination with planting material.

4.10. Sport Courts.

- 4.10.1. All exterior recreational or play equipment – swings, slides, play structures, jungle gyms, etc. must be within the buildable envelope
- 4.10.2. Play equipment may not exceed 12 feet in height
- 4.10.3. Must utilize neutral and conservative colors in appearance.
- 4.10.4. Tennis courts and/ or sport courts may not be illuminated, and must be heavily screened from the view of a neighbor and are only allowed to be located within the buildable area of the lot.
- 4.10.5. Plans for recreational facilities must be approved by the ACC and shown on a copy of the approved site plan and must include proposed masonry/vegetative screening.

4.11. Courtyards / Patios.

- 4.11.1. Generally, outdoor rooms that are extensions of the home are encouraged within the Oxbow community.
- 4.11.2. All courtyards and patios shall be built within buildable area of the lot.
- 4.11.3. Should use natural materials such as stone and stone tile, and gravel. Concrete is allowed, but should be colored or textured to compliment residence.
- 4.11.4. Extending floor material from the inside of the home to the outdoor space is encouraged.

4.12. Lighting.

- 4.12.1. The Oxbow community will follow International Dark Sky Community guidelines.
- 4.12.2. When operated, light fixtures must not produce an intense glare or direct illumination across the property line.
- 4.12.3. No strobe lights, up lighting, or distracting flashing lights are allowed.
- 4.12.4. Security lights must be on a motion sensor
- 4.12.5. All exterior light fixtures must be fully shielded.
- 4.12.6. All exterior luminaires shall be directed downward.
- 4.12.7. String lights and lower level, pedestrian scale lights are allowed.

- 4.12.8. Light fixtures shall generally be cohesive with the architecture of the home related to style, finish and color.

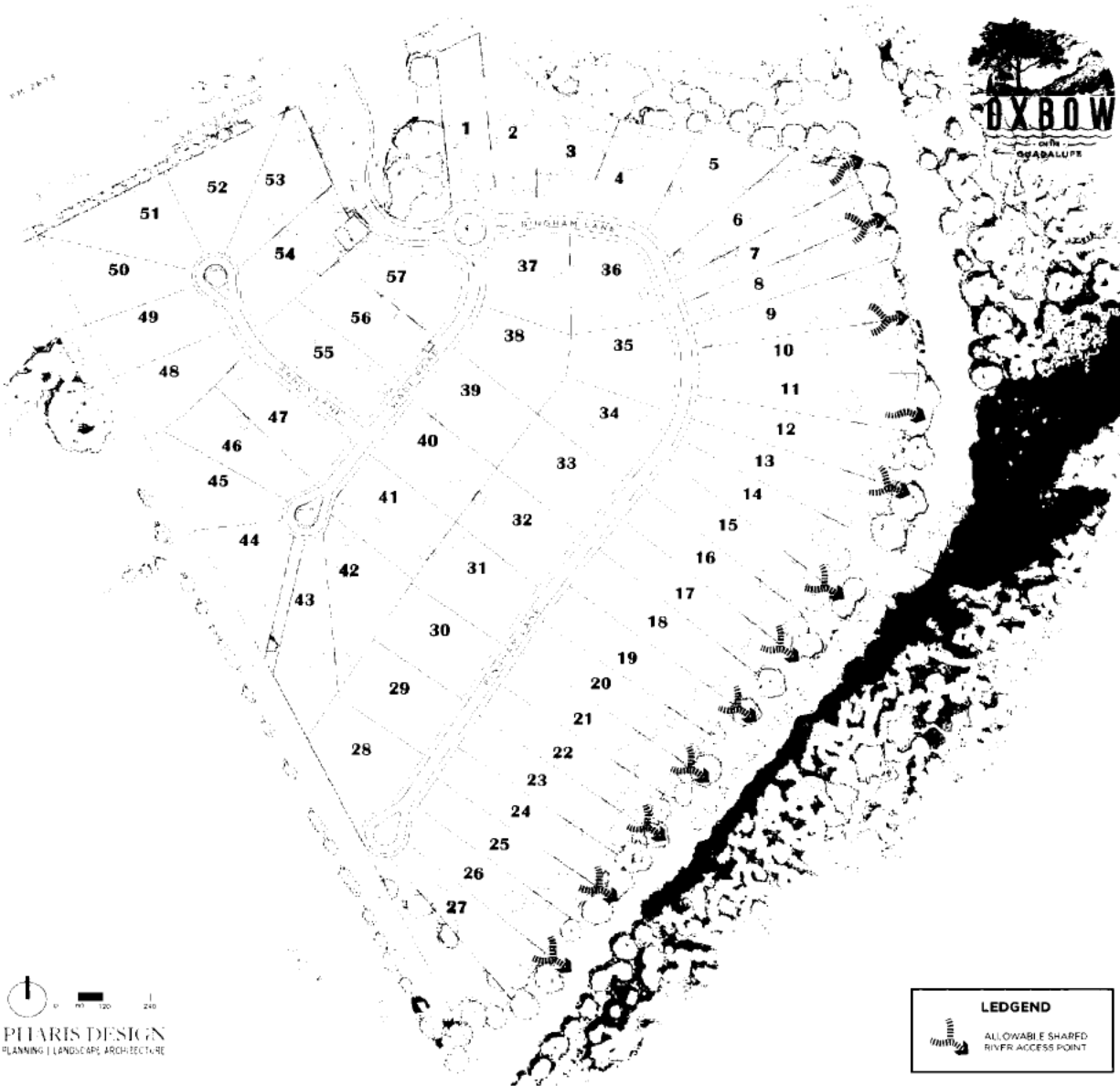
4.13. Pools and Water Features.

- 4.13.1. Must be built within the buildable area envelope
- 4.13.2. Swimming pools shall only be in-ground, on balanced cut and fill, and shall be designed to be compatible with the site and dwelling.
- 4.13.3. Pool plans must be approved by the ACC and submitted as part of the site plan, or when being installed after completion of a home, the pool must be drawn on a copy of a previously approved site plan.
- 4.13.4. In general, pools and water features must be designed to be integral parts of outdoor rooms and visually blend with landscape.
- 4.13.5. Mechanical equipment for the pool must be located next to the home, and must not be visible from the street, common areas, adjacent lots/ homes.
- 4.13.6. Pools, gates and enclosures must be constructed in accordance with the regulations of the current international building code, and Comal county regulations, including enclosure height.
- 4.13.7. Above ground hot tubs are allowed, but must be screened and shall not be visible to/ from adjacent lots and homes.

4.14. River Access.

- 4.14.1. A common HOA lot is located to allow river access by residents and guest of the Oxbow community. Any resident without direct ownership of the river frontage is only permitted to access the river in this location.
- 4.14.2. River Access Lots
- 4.14.3. To avoid disturbance and protect views, all river front lots shall share access as identified in the River Access Plan
- 4.14.4. River access steps shall be made of natural materials: boulders, pavers, stepping stones, and incorporate handrails and landings were necessary for safety.
- 4.14.5. Paved pathways made of asphalt or concrete are not permitted.
- 4.14.6. Shall be designed and constructed to minimize site disturbance and preserve existing vegetation.

4.14.6.1. Riverfront Access Plan:



ARTICLE V
ARCHITECTURAL DESIGN GUIDELINES

5.1. Homestyle Character.

5.1.1. The architectural character of the homes should reflect the regional vernacular Texas and the Hill Country region. Materials should be local, true, and natural to the greatest extent feasible to reduce long term maintenance, and ensure timeless value. Home designs should value

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outdoor connections, and include spaces that blur the line between indoor and outdoor living.

5.1.1.1. Complying Example images



5.1.1.2. Non-complying Example images



5.2. Architectural Design Requirements.

5.2.1. Roof Pitches

5.2.1.1. Roof designs shall incorporate offsets and/or multi level design to avoid the appearance of large, unbroken roof planes. In general, maximum allowable roof pitch is 6:12.

5.2.2. Primary Home Size

5.2.2.1. Minimum: 2,200 Square Feet

5.2.2.2. Maximum: 5,000 Square Feet

5.3. Building Height.

5.3.1. Single story: no more than 24 feet in height

5.3.2. Two story: no more than 32 feet in height.

5.4. Building Colors.

5.4.1. Generally, building should be finished in a natural color palette (gray, brown, white, dark green, etc.) and may not include any primary or bright colors. All finishes must be presented to the ACC for review and approval.

5.5. Building Massing.

5.5.1. In general, buildings shall be simple volumes, asymmetrical, one or two story masses that respond to the site's significant features.

5.5.2. For home sizes between:

5.5.2.1. 2,200 SF – 3,000 SF the second floor conditioned space shall not exceed 40% of total primary home size;

5.5.2.2. 3,000 SF – 4,000 SF the second floor conditioned space shall not exceed 35% of total primary home size;

5.5.3. 4,000 SF – 5,000 SF the second floor conditioned space shall not exceed 30% of total primary home size.

5.5.4. Building masses shall respond to the site and natural topography, with stepped foundations, stem walls, etc. when necessary and appropriate.

5.5.5. No more than 12" of exposed foundation shall be permitted. Foundations exceeding this requirement must be clad in stone, brick, etc. and shall be cohesive with the overall home design.

5.6. Primary Building Materials.

5.6.1. Shall utilize local building materials to the greatest extent feasible.
Allowable: Stone, Stucco, Painted Cementous siding, Wood, and metal accents.

5.6.2. Vinyl Siding and EIFs are non-allowable building materials.

5.7. Garages.

- 5.7.1. All lots shall include an enclosed garage that can accommodate a minimum of 2 cars.
- 5.7.2. Garages must be sited and located so that visibility from any street is minimized.
- 5.7.3. In situations where a 3 or more car garage is desired, the 3rd garage must be separate in form and mass.
- 5.7.4. Side entry garages are strongly encouraged
- 5.7.5. Garage doors which face streets or common areas must be set an additional 5 feet back from the building front façade.
- 5.7.6. Garage panels shall be complementary in color, material and design to the primary home.

5.8. Accessory Structures.

- 5.8.1. Outdoor storage buildings, unless designed by an architect and submitted for review by the ACC shall not be permitted.
- 5.8.2. Other accessory structures (guest houses, servant's quarters, in law apartments, etc.) are permissible and shall be submitted as per these Design Guidelines and approved by the ACC and Comal County prior to construction.
- 5.8.3. Accessory structures shall not exceed 1,000 square feet and must occur entirely within the buildable portion of the lot.
- 5.8.4. In instances of combined lots, one accessory structure shall be allowed, occurring entirely within the buildable portion of the lot.

**ARTICLE VI
GENERAL STANDARDS**

6.1. Garages. All garages, carports and other open automobile storage units shall be approved in advance of construction by the Board. No garage may be permanently enclosed or otherwise used for habitation. The garage requirements for each residence are set forth in the Design Guidelines.

6.2. Fences. No fence may be constructed on the Property without the prior written consent of the Board. If adopted, all fences must strictly comply with the requirements of the Design Guidelines unless a variance is obtained pursuant to the Restrictions. The fencing requirements for each residence constructed on a Lot are set forth in the Design Guidelines.

6.3. Driveways. The design, construction material, and location of: (i) all driveways, and (ii) culverts incorporated into driveways for ditch or drainage crossings, must be approved by the Board and be in conformance with the Plat and drainage design for the Property. Each Owner will be responsible, at such Owner's sole cost and expense, for properly and on a timely basis (both standards to be determined by the Board in the Board's sole and absolute discretion) maintaining

and repairing the driveway on such Owner's Lot. Each Owner will be required to construct a driveway with a culvert as determined by the drainage design for the Property. Additional driveway requirements may be set forth in the Design Guidelines.

6.4. Roofing. All roofing material shall be approved in advance of construction by the Board. In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Board. For the purpose of this Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Board will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (i) resemble the shingles used or otherwise authorized for use within the Property; (ii) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth in the Restrictions. In conjunction with any such approval process, the Owner should submit information which will enable the Board to confirm the criteria set forth in this Section. Any other type of roofing material shall be permitted only with the advance written approval of the Board.

6.5. Air Conditioning Units; No Window AC Units. Air conditioning units shall be screened from visibility from any street by appropriate landscaping or fencing. No window or wall type air conditioner that is visible from any street or any other Improvement shall be permitted to be used, placed or maintained on or in any structure on any part of the Property. Window air conditioners are prohibited.

6.6. HVAC Location. No air-conditioning apparatus may be installed on the ground in front of a residence or on the roof of any residence, unless otherwise approved in advance by the Board. No air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of a residence or at any other location where it would be visible from any street, any other residence, Common Area, unless otherwise approved in advance by the Board. All HVAC units must be screened in a manner approved in advance by the Board, or as otherwise set forth in the Design Guidelines.

6.7. Barbecue Units. Barbecue units are only permitted within the rear yard of each Lot in and placed in such manner as to be reasonably screened from any other portion of the Development, if possible. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot including, without limitations, rear porches, patios, or decks. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard" the opinion of the Board will be final, binding, and conclusive.

6.8. Clotheslines; Awnings. No clotheslines and no outdoor clothes drying or hanging shall be permitted in the Development, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of or any residence on any Lot, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed in accordance with Plans and Specifications

approved by the ACC) shall be affixed or placed upon the exterior walls or roofs of any residence on any Lot, or any part thereof, nor relocated or extended, without the prior written consent of the ACC.

6.9. Basketball Goals. Permanent basketball goals are permitted on a Lot provided that the basketball goal location and all materials are approved in advance and in writing by the ACC. Portable basketball goals are permitted, provided that: (i) no portable basketball goal may be placed or utilized on or within any right-of-way; and (ii) the basketball goal location must be approved by the ACC. All basketball goals must be properly maintained and painted, with the net in good repair. In the event that an Owner fails to comply with the provisions of this Section, the ACC, or its agent shall have the express authority to remove the offending Improvements, the expense of which shall be borne by the Owner thereof.

6.10. Wind Energy Generation Equipment. No windmills, wind generators or other apparatus for generating power from wind shall be erected or installed on any Lot.

6.11. Tennis Courts, Recreational Courts and Playscapes. Tennis courts, playscapes, recreational, e.g., “sport courts” or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Board. The Board may prohibit the installation of tennis courts, recreational courts, playscapes or similar recreational facilities on any Lot.

6.12. Decorations and Lighting. Unless otherwise permitted by the ACC, no decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments shall be placed on the residence or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the ACC. Customary seasonal decorations for holidays are permitted without approval by the ACC but shall be removed within thirty (30) days of the applicable holiday. Outside lighting fixtures shall be placed so as to illuminate only the yard of the applicable Lot and so as not to affect or reflect into surrounding residences or yards. No mercury vapor, sodium or halogen light shall be installed on any Lot which is visible from any street unless otherwise approved by the ACC.

6.13. Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes, travel trailers or recreational vehicles shall be parked or placed on any street, right of way, Lot (except pursuant to an approved covered structure) or used as a residence, either temporary or permanent, at any time. However, such vehicles may be parked temporarily for a period not to exceed seventy-two (72) consecutive hours during each two (2) month period. Mobile homes, travel trailers or recreational vehicles may be stored on a Lot in a garage or covered structure approved in advance by the ACC.

6.14. Tanks. The ACC must approve any tank used or proposed in connection with a residence, including tanks for storage of fuel, water, oil, or liquid petroleum gas (LPG). No elevated tanks of any kind may be erected, placed or permitted on any Lot within the Property. All permitted tanks must be buried. This provision will not apply to a tank used to operate a standard residential gas grills, nor shall it apply to air conditioning compressors or swimming pool filter tanks (which must be screened from view if visible from any street in accordance with a

screening plan approved in advance by the ACC), or barrels used as part of a Rainwater Harvesting Systems with a capacity of less than 50 gallons, so long as such barrels are actively being used for rainwater collection and storage.

6.15. Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Property without the prior written approval of the ACC; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for Homebuilders, architects, and foremen during actual construction may be maintained with the prior approval of the Declarant, approval to include the nature, size, duration, and location of such structure.

6.16. Signs. Unless otherwise prohibited by Applicable Law, no sign of any kind may be displayed to the public view on any Lot without the prior written approval of the ACC, except for:

(a) **Declarant Signs.** Signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) **Security Signs.** One small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) **Permits.** Permits as may be required by Applicable Law;

(d) **Religious Item on Door.** A religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(e) **Sale or Rental Signs.** One (1) temporary “For Sale” or “For Lease” sign per Lot, provided that the sign shall be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4’); and (iii) the sign shall be removed within two (2) business days following the sale or lease of the Lot;

(f) **Political Signs.** Political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) **No Soliciting: Signs.** A “no soliciting” sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

6.17. Flags. Owners are permitted to display certain flags on the Owner's Lot, as further set forth below.

(a) Approval Requirements. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("Permitted Flag") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("Permitted Flagpole"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the ACC. Approval by the ACC is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("Freestanding Flagpole"). Freestanding flagpoles are not allowed in the front yard of any Lot. To obtain ACC approval of any Freestanding Flagpole, the Owner shall provide the ACC with the following information: (a) the location of the Freestanding Flagpole to be installed on the Lot; (b) the type of Freestanding Flagpole to be installed; (c) the dimensions of the Freestanding Flagpole; and (d) the proposed materials of the Freestanding Flagpole (the "Flagpole Application"). A Flagpole Application may only be submitted by an Owner.

(a) Flags - Installation and Display. Unless otherwise approved in advance and in writing by the Board, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, shall comply with the following:

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

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

(iii) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3' x 5');

(iv) With the exception of flags displayed on Common Area and any Lot which is being used for marketing purposes by Declarant or a Homebuilder, the flag of the United States of America shall be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas shall be displayed in accordance with Chapter 3100 of the Texas Government Code;

(v) The display of a flag, or the location and construction of the flagpole shall comply with Applicable Law, easements and setbacks of Record;

(vi) Any Permitted Flagpole and Freestanding Flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the residence;

(vii) A Permitted Flag, Permitted Flagpole or Freestanding Flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe Permitted Flag, Permitted Flagpole or Freestanding Flagpole shall be repaired, replaced or removed;

(viii) Any Permitted Flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity, as determined by the ACC in its discretion, which shall not be aimed towards or directly affect any neighboring Lot; and

(ix) Any external halyard of a Permitted Flagpole or Freestanding Flagpole shall be secured so as to reduce or eliminate noise from flapping against the metal of the Permitted Flagpole or Freestanding Flagpole.

6.18. Solar Energy Device. Solar Energy Devices may be installed with the advance written approval of the Declarant, or after expiration of termination of the Development Period the ACC, in accordance with the procedures and requirements set forth below:

(a) Application. To obtain approval of a Solar Energy Device, the Owner shall provide the Declarant or ACC with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the “Solar Application”). A Solar Application may only be submitted by an Owner.

(b) Approval Process. The Declarant or ACC shall review the Solar Application in accordance with the terms and provisions of this Declaration. The Declarant or ACC shall approve a Solar Energy Device if the Solar Application complies with Subsection (c) below UNLESS the Declarant or ACC makes a written determination that placement of the Solar Energy Device, despite compliance with Subsection (c) below, shall create a condition that substantially interferes with the use and enjoyment of property within the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Declarant or ACC’s right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Declarant or ACC, each Solar Application and each Solar Energy Device to be

installed in accordance therewith shall comply with the following:

(i) The Solar Energy Device shall be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device shall be located on the roof of the residence, the Declarant or ACC may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than ten percent (10%) percent above the energy production of the Solar Energy Device if installed in the location designated by the Declarant or ACC. If the Owner desires to contest the alternate location proposed by the Declarant or ACC, the Owner should submit information to the Declarant or ACC which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device shall be located in the fenced area of the Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

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

6.19. Rainwater Harvesting Systems. Rainwater Harvesting Systems may be installed with the advance written approval of the ACC.

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

(b) Approval Process. The decision of the Declarant or ACC shall be made in accordance with this Declaration. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Declarant or ACC, and the Declarant or ACC need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Declarant or ACC, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith shall comply with the following:

(i) The Rainwater Harvesting System shall be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Declarant or ACC.

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

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

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Declarant or ACC.

(d) Guidelines. If the Rainwater Harvesting System is installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, or another Owner's Lot, the Declarant or ACC may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, such application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, Common Area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that shall be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Common Area, or another Owner's Lot, any additional requirements imposed by the Declarant or ACC to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Declarant or ACC.

6.20. Native and Well Adapted Species. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping upon written approval by the ACC. All Owners implementing drought tolerant landscapes shall comply with the following:

(a) Application. Approval by the ACC is required prior to installing Xeriscaping. To obtain the approval of the ACC for Xeriscaping, the Owner shall provide ACC with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "Xeriscaping Application"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The ACC is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the ACC each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith shall comply with the following:

(i) The Xeriscaping shall be aesthetically compatible with other landscaping in the community as reasonably determined by the ACC. For purposes of this Section, “aesthetically compatible” shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner’s Lot plan may be denied if the ACC determines that: (A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner’s Lot.

(ii) No Owner shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner’s front yard or ten percent (10%) of such Owner’s back yard.

(iii) The Xeriscaping shall not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the ACC.

(c) Process. The decision of the ACC shall be made within a reasonable time, or within the time period otherwise required by the specific provisions in the Design Guidelines, if adopted, or other provisions in the Restrictions that govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association shall not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Section when considering any such request.

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

a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

6.21. Generators. Approval by the ACC is required prior to installing a Generator. To obtain the approval of the ACC for a Generator, the Owner shall provide the ACC with the following information: (i) the proposed site location of the Generator on the Owner's Lot; (ii) a description of the Generator, including a photograph or other accurate depiction; and (iii) the size of the Generator (the "Generator Application"). A Generator Application may only be submitted by a tenant if the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Generator Application. The ACC is not responsible for: (i) errors or omissions in the Generator Application submitted to the ACC for approval; (ii) supervising installation or construction to confirm compliance with an approved Generator Application or (iii) the compliance of an approved application with Applicable Law.

(a) Approval Conditions. Each Generator Application and all Generators to be installed in accordance therewith must comply with the following:

(i) The Owner must install and maintain the Generator in accordance with the manufacturer's specifications and meet all applicable governmental health, safety, electrical, and building codes.

(ii) The Owner must use a licensed contractor(s) to install all electrical, plumbing, and fuel line connections and all electrical connections must be installed in accordance with all applicable governmental health, safety, electrical, and building codes.

(iii) The Owner must install all natural gas, diesel fuel, biodiesel fuel, and/or hydrogen fuel line connections in accordance with applicable governmental health, safety, electrical, and building codes.

(iv) The Owner must install all liquefied petroleum gas fuel line connections in accordance with the rules and standards promulgated and adopted by the Railroad Commission of Texas and other applicable governmental health, safety, electrical, and building codes.

(v) The Owner must install and maintain all non-integral standby Generator fuel tanks in compliance with applicable municipal zoning ordinances and governmental health, safety, electrical, and building codes.

(vi) The Owner must maintain in good condition the Generator and its electrical lines and fuel lines. The Owner is responsible to repair, replace, or remove any deteriorated or unsafe component of a Generator, including electrical and fuel lines.

(vii) The Owner must screen a Generator if it is visible from the street faced by the residence, located in an unfenced side or rear yard of a Lot, and is

visible either from an adjoining residence or from adjoining property owned by the Association, and/or is located in a side or rear yard fenced by a wrought iron or residential aluminum fence and is visible through the fence either from an adjoining residence or from adjoining property owned by the Association.

(viii) The Owner may only perform periodic testing of the Generator consistent with the manufacturer's recommendations between the hours of 9 a.m. to 5 p.m., Monday through Friday.

(ix) No Owner shall use the Generator to generate all or substantially all of the electric power to the Owner's residence unless the utility-generated electrical power to the residence is not available or is intermittent due to causes other than nonpayment for utility service to the residence.

(x) No Owner shall locate the Generator (i) in the front yard of a residence; or (ii) in the side yard of a residence facing a street.

(xi) No Owner shall locate a Generator on property owned by the Association.

(xii) No Owner shall locate a Generator on any property owned in common by Members of the Association.

(b) Process. Any proposal to install a Generator on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this Generator Policy when considering any such request.

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

6.22. Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any Solar Energy Device, may be erected, maintained or placed on a Lot without the prior written approval of the ACC; provided, however, that:

(a) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(b) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(c) an antenna that is designed to receive television broadcast signals;

(collectively, (a) through (c) are referred to herein as the “Permitted Antennas”) shall be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the ACC, consistent with Applicable Law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Property.

(d) Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner’s Lot and may not encroach upon any street, Common Area, or any other portion of the Property. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which shall be considered least visible by the Board are as follows:

(i) attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

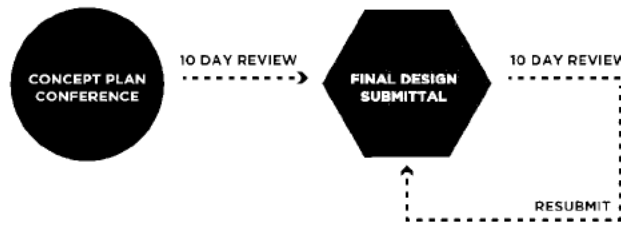
The ACC may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas. Satellite dishes one meter or less in diameter, *e.g.*, DirecTV or Dish satellite dishes, are permitted; HOWEVER, an Owner is required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Board from time to time. Please contact the Board for the current rules regarding installation and placement.

ARTICLE VII
APPROVAL PROCESS AND SUBMITTAL REQUIREMENTS

7.1. Overview of Design and Approval Process.

- 7.1.1. The Design review process takes place in two steps: Concept and Final Design. Any improvement will require and be preceded by a submission of the plans and specifications outlining the proposed improvements and accompanied by an application fee
- 7.1.2. The Owner shall retain competent assistance from a licensed architect, and landscape architect. The Owner and consultant(s) shall carefully review the ACC and these design guidelines prior to commencing with the design review process.

7.1.2.1. Review Process Diagram



7.2. Conceptual Design Review Conference.

- 7.2.1. Shall be scheduled prior to final design to ensure that the design intent is in alignment with the design guidelines and the Declarant’s vision.
- 7.2.2. Color renderings of all proposed architectural and landscape architectural design concept(s).
- 7.2.3. 3-D models (IE SketchUp) are encouraged to minimize review time and enhance the understanding of the proposed concepts.

7.3. Final Design Submittal Format.

- 7.3.1. Hard Copies - (1) full size (24x36) set and (1) half size (11x17) set.
- 7.3.2. Digital Copies – (1) full size (24x36) set of entire submittal.
- 7.3.3. All plans shall be submitted for review. Landscape plans shall be at a scale of 1” = 20’ and depict landscape, hardscape, fencing/walls, screening, lighting, irrigation, and cut sheets for all proposed outdoor site furnishings. All materials to be used in the final landscape plan must be clearly identified, including but not limited to plant species and container size, edging, mulch, fencing, gates, walls, and any additional materials.

Scaled construction details (section and elevation) of all walls, fencing or other features such as arbors shall be provided.

- 7.3.4. Architectural floor plans and elevations shall be at a scale of 1/8" = 1' and shall include overall building heights and floor to floor heights, colors and finishes, key architectural elements, roofing plans, doors and window locations, covered entries, photos of material selections, A/C locations, downspouts, etc.

7.4. Application Fees must be Paid at the time of the Submittal and Remitted to:

- 7.4.1. **Will Koriath**
c/o Oxbow on the Guadalupe
11860 FM 306
New Braunfels, Texas 78132

7.5. Review Fees.

- 7.5.1. Concept Design

<u>Flat Fee Lot Types:</u>	<u>Fee:</u>
Single lot	\$250
Combined lot	\$500

- 7.5.2. Final Design

<u>Flat Fee Lot Types:</u>	<u>Fee:</u>
Single lot	\$500
Combined lot	\$1,000

7.6. Review Time/Process.

- 7.6.1. Review comments will be issued within 10 business days from the date the submittal is received.
- 7.6.2. Any meetings requested to bring the plan into compliance shall be a separate fee charged at the standard billing rate for each consultant required.

7.7. Resubmittals.

- 7.7.1. In the event that final submittals are not approved by the Declarant, the Owner will follow the same procedures for a resubmission as for original submittals. A review fee of half the original payment shall be remitted with the submission. A detailed description of any and all changes from the previous submittal will also be required.

7.8. Modification and Enforcement.

- 7.8.1. These Design Guidelines are effective upon Recording. The Declarant may at any time, in its sole discretion, amend these guidelines. As the Declarant reviews plans, it is inevitable that unforeseen situations will require amendments to these guidelines. Every effort will be made to notify Owners of these changes; however, it is ultimately the Owner's responsibility to obtain the latest Guidelines.
- 7.8.2. The Declarant shall have the right to enforce all terms and provisions of these Guidelines. The rights of enforcement are more specifically spelled out in the ACC.

7.9. All approvals in Writing.

- 7.9.1. All approvals by the Declarant shall be in writing. No verbal approvals or representations by the Declarant shall be valid or enforceable.

7.10. Variances.

- 7.10.1. Because each site is unique, strict applications of these Design Guidelines may not be feasible for sites within the development. Providing sufficient demonstration that an alternative to a specific guideline will enhance site performance, an Owner may request a variance from the Declarant. The Declarant has full latitude to determine what is appropriate on a site by site basis; previously conceded variances shall not set a precedent.
- 7.10.2. It is suggested that a variance request from the Design Guidelines be presented as early in the review process as possible. Ideally, requests for variances should be presented at the conceptual design conference.
- 7.10.3. All variance approvals must be in writing. A variance shall be requested for each specific type of variance.

ARTICLE VIII
APPENDICES

APPENDIX A – Approved Plant List

In addition to the plants listed below, all plant species listed in the current edition of the City of Austin Grow Green “Native and Adapted Landscape Plants” shall be accepted.

CANOPY TREES

Scientific Name:	Common Name:
<i>Acer grandidentatum</i>	Bigtooth Maple
<i>Carya illinoensis</i>	Pecan
<i>Fraxinus texensis</i>	Texas Ash
<i>Platanus occidentalis glabrata</i>	Mexican Sycamore
<i>Quercus muhlenbergii</i>	Chinkapin Oak
<i>Quercus laceyi</i>	Lacey Oak
<i>Quercus shumardii</i>	Shumard Oak
<i>Taxodium distichum</i>	Bald Cypress
<i>Ulmus crassifolia</i>	Cedar Elm

ORNAMENTAL TREES

Scientific Name:	Common Name:
<i>Morella cerifera</i>	Wax Myrtle
<i>Rhus virens</i>	Evergreen Sumac
<i>Cordia boissieri</i>	Mexican Olive
<i>Eysenhardtia texana</i>	Kidneywood
<i>Leucaena retusa</i>	Goldenball Leadtree
<i>Styphnolobium affinis</i>	Eve’s Necklace
<i>Bauhinia lunarioides</i>	Anacacho Orchid
<i>Aesculus pavia</i>	Red Buckeye
<i>Cercis canadensis texana</i>	Texas Redbud
<i>Chilopsis linearis</i>	Desert Willow
<i>Diospyros texana</i>	Texas Persimmon
<i>Ilex decidua</i>	Possumhaw Holly
<i>Ilex vomitoria</i>	Yaupon Holly
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Parkinsonia aculeata</i>	Retama / Palo Verde
<i>Prunus Mexicana</i>	Mexican Plum
<i>Prunus caroliniana</i>	Carolina Laurel Cherry
<i>Rhamnus Caroliniana</i>	Carolina Buckthorn
<i>Sophora secundiflora</i>	Texas Mountain Laurel
<i>Ungnadia speciosa</i>	Mexican Buckeye
<i>Cercis canadensis mexicana</i>	Mexican Redbud
<i>Rhus lanceolata</i>	Flameleaf Sumac

SHRUBS

Scientific Name:

Abelia grandiflora
Agave spp.
Anisacanthus wrightii
Callicarpa americana
Cotoneaster horizontalis
Dasylirion texanum
Eysenhardtia texana
Forestiera pubescens
Garrya ovata
Hesperaloe parviflora
Ilex vomitoria
Ilex vomitoria "Nana"
Lantana horrida
Leucophyllum frutescens
Mahonia trifoliolata
Myrica cerifera
Rhus aromatic
Rhus virens
Rosmarinus officinalis
Sabal texana
Sophora affinis
Symphoricarpos
Orbiculatus
Viburnum rufidulum
Yucca pallida

Common Name:

Glossy Abelia
Agave, various
Flame Acanthus
American Beauty Berry
Cotoneaster
Texas Sotol
Texas Kidneywood
Texas Elbow Bush
Silk Tassel, Mexican
Red Yucca
Yaupon Holly
Dwarf Yaupon
Texas Lantana
Texas Sage
Agarita
Wax Myrtle
Fragrant Sumac
Evergreen Sumac
Rosemary
Texas Sabal Palm
Eve's Necklace
Coralberry
Rusty Blackhaw
Viburnum
Pale Leaf Yucca

PERENNIALS

Scientific Name:

Achillea millefolium
Aquilegia canadensis
Liriope muscari
Lonicera sempervirens
Nolina texana
Ophiopogon japonicus
Pavonia lasiopetala
Poliomentha longiflora
Rosmarinus officinalis "prostratus"
Salvia farinacea
Salvia greggii
Salvia romeriana
Santolina chamaecyparissus
Tradescantia spp.

Common Name:

Yarrow
Columbine, Red
Liripoe
Coral Honeysuckle
Bear grass or Basket Grass
Monkey Grass
Pavonia
Mexican Oregano
Trailing Rosemary
Blue Sage
Cherry Sage
Cedar Sage
Santolina Lavender Cotton
Spiderwort

GRASSES

Scientific Name:

Andropogon gerardii
Andropogon Scoparius
Buchloe dactyloides
Cynodon spp.
Muhlenbergia lindheimeri
Panicum virgatum
Zoysia spp.

Common Name:

Big Bluestem
Little Bluestem
Buffalo Grass
Bermuda Grass
Big Muhly
Switchgrass
Zoysia Grass

VINES

Scientific Name:

Bignonia capreolata
Campsis radicans
Gelsemium Sempervirens
Lonicera sepmervirens
Parthenocissus quinquefolia

Common Name:

Crossvine
Trumpet Creeper
Carolina Yellow Jasmine
Coral Honeysuckle
Virginia Creeper
Fig Vine

Prohibited Plant List

In addition to the plants listed below, all plant species listed in the current edition of the City of Austin Grow Green “Native and Adapted Landscape Plants” as invasive plants to be avoided, shall be prohibited from being installed at Oxbow.

Scientific Name:

Photonia glabra
Nerium Oleander
Melia azedarach
Nandina Domesitca
Ligustrum japonicum
Lonicera japonica
Ailanthus altissima
Stenotaphrum secundatum
Colocasis esculanta
Cynodon spp.

Common Name:

Red Tip Photinia
Oleander
Chinaberry
Nandina
Ligustrum
Japanese Honeysuckle
Tree of Heaven
St Augustine Grass
Elephant Ear
Bermuda Seed

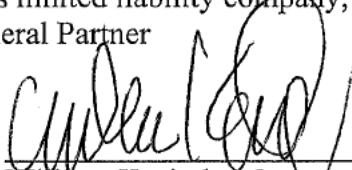
[SIGNATURE PAGE TO DESIGN GUIDELINES]

EXECUTED to be effective on the date these instrument is Recorded.

DECLARANT:

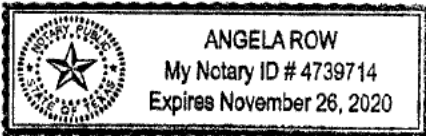
KONA COAST VENTURE, LTD.,
a Texas limited partnership

By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

THE STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me this 1st day of June, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, on behalf of said entities.




Notary Public - State of Texas

(SEAL)

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/20/2019 11:17:56 AM
LAURA 43 Pages(s)
201906021183





After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



**FIRST AMENDMENT
TO
OXBOW ON THE GUADALUPE
DESIGN GUIDELINES**

Comal County, Texas

Declarant: Oxbow Land Partners, LLC, a Texas limited liability company

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas, as amended from time to time.

Cross reference to that certain Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906021183, Official Public Records of Comal County, Texas.

OXBOW ON THE GUADALUPE
FIRST AMENDMENT TO DESIGN GUIDELINES

OXBOW ON THE GUADALUPE

FIRST AMENDMENT TO DESIGN GUIDELINES

This Oxbow on the Guadalupe First Amendment to Design Guidelines (the “**First Amendment to Design Guidelines**”), is made by **OXBOW LAND PARTNERS, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

RECITALS

A. Kona Coast Venture, LP, a Texas limited partnership has caused to be Recorded that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas, as amended from time to time (the “**Declaration**”).

B. Kona Coast Venture, LP, a Texas limited partnership has further caused to be Recorded that Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906021183, Official Public Records of Comal County, Texas (the “**Design Guidelines**”).

C. Oxbow Land Partners, LLC, a Texas limited liability company was assigned Declarant Rights from Kona Coast Venture, LP, a Texas limited partnership in accordance with that certain Assignment and Assumption of Declaration Rights, recorded as Document No. 201906023848, Official Public Records of Comal County, Texas.

D. Pursuant to Article 7 of the Declaration, the Declarant may act as the ACC and has the power to adopt, amend, modify, revoke, or supplement the Design Guidelines.

E. In exercise of its rights under Article 7 of the Declaration, Declarant hereby deletes and replaces in its entirety the original Article VII to the Design Guidelines with the Article VII that follows.

NOW, THEREFORE, the original Article VII of the Design Guidelines is deleted in its entirety and hereby replaced with the following Article VII. The remainder of the Design Guidelines shall remain unchanged.

ARTICLE VII

APPROVAL PROCESS AND SUBMITTAL REQUIREMENTS

7.1 Overview of Design and Approval Process

- 7.1.1 Any improvement will require and be preceded by a submission of the plans and specifications outlining the proposed improvements and accompanied by an application fee.
- 7.1.2 The official submittal of plans and specifications to the Oxbow on the Guadalupe Architectural Control Committee (ACC) is to provide a review process for conformance to guidelines and standards, adopted by the ACC. All new construction, subsequent

construction, remodeling with exterior exposure, expansion and demolition of structures must be reviewed and approved by the ACC prior to commencement of any on-site building or construction activity.

- 7.1.3 The site plan (including landscape and irrigation) and architecture must be approved in writing by the ACC and a pre-construction meeting to identify existing trees and utilities. This must take place before construction begins. A final inspection of the property may also be required by the ACC.

7.2 Design Review Conference and Design Submittal Format (Site Plan and Architectural Plan)

The following items shall be submitted with the review application:

- 7.2.1 Color renderings of all proposed architectural and landscape architectural design concept(s).
- 7.2.2 3-D models (IE SketchUp) are encouraged to minimize review time and enhance the understanding of the proposed concepts.
- 7.2.3 Hard Copies - (1) full size (24x36) set and (1) half size (11x17) set.
- 7.2.4 Digital Copies – (1) full size (24x36) set of entire submittal.
 - 7.2.4.1 Site Plan
 - 7.2.4.2 Architectural Plan
- 7.2.5 Site plans shall be at a scale of 1" = 20' and depict setbacks and building lines, landscape, hardscape, fencing/walls, driveway, screening, lighting, irrigation, and cut sheets for all proposed outdoor site furnishings. All materials to be used in the final landscape plan must be clearly identified, including but not limited to plant species and container size, edging, mulch, fencing, gates, walls, and any additional materials. Scaled construction details (section and elevation) of all walls, fencing or other features such as arbors shall be provided.
- 7.2.6 Architectural floor plans and elevations shall be at a scale of 1/8" = 1'-0" and shall include overall building heights and floor to floor heights, colors and finishes, key architectural elements, roofing plans, doors and window locations, floor plan, square footages on plans, stamped foundation plans covered entries, photos of material selections, A/C locations, downspouts, etc.

A conference shall be scheduled prior to final design to ensure that the design intent is in alignment with the design guidelines and the Declarant's vision.

7.3 Application Fees must be Paid at the time of the Submittal and Remitted to:

- 7.3.1 **Oxbow on the Guadalupe ACC
c/o Inframark, Managing Agent**

Architectural Review Department
2002 West Grand Parkway North
Suite 100
Katy, Texas 77449

7.4 Review Fees

<u>Flat Fee Lot Types:</u>	<u>Fee:</u>
Single lot	\$1,450
Combined lot	\$1,700
Refundable Deposit	\$1,000
Additional Inspections, as may be requested	\$175
Certificate of Compliance, as may be requested by an Owner and/or required by the Association	\$250

7.5 Review Time/Process

- 7.5.1 Review comments will be issued within 10 business days from the date the submittal is received.
- 7.5.2 An Owner will be charged \$175 for any meeting requested to bring the plan into compliance

7.6 Modification and Enforcement

- 7.6.1 These Design Guidelines are effective upon Recording. Amendments to these Design Guidelines may be made with a Recorded amendment in accordance with the terms of the Declaration. It is the Owner's responsibility to obtain the latest Design Guidelines and all Recorded amendments.
- 7.6.2 The Declarant shall have the right to enforce all terms and provisions of these Design Guidelines in accordance with the terms of the Design Guidelines and the Declaration.

7.7 All approvals in Writing

- 7.7.1 All approvals by the Declarant shall be in writing. No verbal approvals or representations by the Declarant shall be valid or enforceable.

7.8 Variances

- 7.8.1 Because each site is unique, strict applications of these Design Guidelines may not be feasible for sites within the development. Providing sufficient demonstration that an alternative to a specific guideline will enhance site performance, an Owner may request a variance from the Declarant. The Declarant has full latitude to

determine what is appropriate on a site by site basis; previously conceded variances shall not set a precedent.

- 7.8.2 It is suggested that a variance request from the Design Guidelines be presented as early in the review process as possible. Ideally, requests for variances should be presented at the design conference.
- 7.8.3 All variance approvals must be in writing. A variance shall be requested for each specific type of variance.

Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Design Guidelines and the Declaration. Unless expressly amended by this First Amendment to the Design Guidelines, all other terms and provisions of the Design Guidelines and the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS.]

[SIGNATURE PAGE TO FIRST AMENDMENT TO DESIGN GUIDELINES]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

OXBOW LAND PARTNERS, LLC,
a Texas limited liability company

By: Kona Coast Venture, Ltd.,
a Texas limited partnership,
its Member

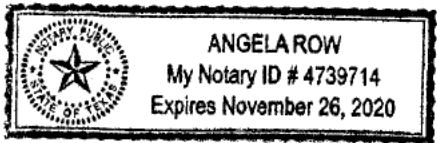
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

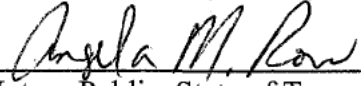
By: 
William Koriath, Manager

STATE OF TEXAS §
 §
COUNTY OF COMAL §

Before me, the undersigned authority, on this day personally appeared William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, the Member of Oxbow Land Partners, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entities.

Given under my hand and seal of office on this the 17th day of December, 2019.



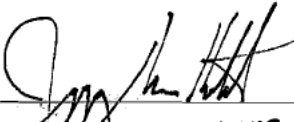

Notary Public, State of Texas
Angela M. Row
Notary's Typed or Printed Name

My Commission Expires 11/26/20

CONSENT OF MORTGAGEE

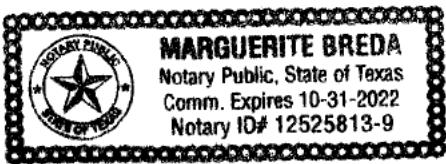
Moody National Bank, as the holder of a lien(s) ("Lien") on the property subject to the First Amendment to Oxbow on the Guadalupe Design Guidelines executes this First Amendment solely for the purposes of (i) evidencing its consent to this First Amendment, and (ii) subordinating the Lien to this First Amendment, both on the condition that the Lien shall remain superior to the Assessment Lien in all events. Moody National Bank's consent and subordination is not intended to and does not and shall not impact the subordination of the liens and encumbrances held by Moody National Bank to any other document, right, interest or other matter whatsoever.

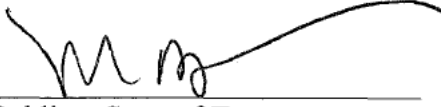
Moody National Bank

By: 
Name: Jeffery M. Hutchens
Title: Executive Vice President

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me this 10 day of December, 2019, by Jeffery M. Hutchens, as Executive Vice President of Moody National Bank, on behalf of said entity.




Notary Public – State of Texas

(SEAL)

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/30/2019 02:24:13 PM
LAURA 7 Pages(s)
201906047073

 Bobbie Koepf

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



**SECOND AMENDMENT
TO
OXBOW ON THE GUADALUPE
DESIGN GUIDELINES**

Comal County, Texas

Declarant: Oxbow Land Partners, LLC, a Texas limited liability company

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas, as amended from time to time.

Cross reference to that certain Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906021183, Official Public Records of Comal County, Texas; as amended by that certain First Amendment to Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906047073, Official Public Records of Comal County, Texas.

OXBOW ON THE GUADALUPE
SECOND AMENDMENT TO DESIGN GUIDELINES

OXBOW ON THE GUADALUPE

SECOND AMENDMENT TO DESIGN GUIDELINES

This Oxbow on the Guadalupe Second Amendment to Design Guidelines (the “**Second Amendment to Design Guidelines**”), is made by **OXBOW LAND PARTNERS, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

RECITALS

A. Kona Coast Venture, Ltd., a Texas limited partnership, has caused to be Recorded that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas, as amended from time to time (the “**Declaration**”).

B. Kona Coast Venture, Ltd., a Texas limited partnership, has further caused to be Recorded that Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906021183, Official Public Records of Comal County, Texas (the “**Original Design Guidelines**”), which was amended by that First Amendment to Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906047073, Official Public Records of Comal County, Texas (the “**First Amendment to Design Guidelines**”). The Original Design Guidelines as amended by the First Amendment to Design Guidelines shall be referred to herein as the “**Design Guidelines**.”

C. Oxbow Land Partners, LLC, a Texas limited liability company, was assigned Declarant Rights from Kona Coast Venture, Ltd., a Texas limited partnership, in accordance with that certain Assignment and Assumption of Declarant Rights, recorded as Document No. 201906023848, Official Public Records of Comal County, Texas.

D. Pursuant to Article 7 of the Declaration, the Declarant may act as the ACC and has the power to adopt, amend, modify, revoke, or supplement the Design Guidelines.

E. In exercise of its rights under Article 7 of the Declaration, Declarant hereby deletes and replaces in its entirety the original Section 5.2.1.1. to the Design Guidelines with the Section 5.2.1.1. that follows.

NOW, THEREFORE, the original Section 5.2.1.1. of the Design Guidelines is deleted in its entirety and hereby replaced with the following Section 5.2.1.1. The remainder of the Design Guidelines shall remain unchanged.

- 5.2.1.1. Roof designs shall incorporate offsets and/or multi level design to avoid the appearance of large, unbroken roof planes. In general, maximum allowable roof pitch is 10:12.

Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Design Guidelines and the Declaration. Unless expressly amended by this Second Amendment to the Design Guidelines, all other terms and provisions of the Design Guidelines and the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS.]

[SIGNATURE PAGE TO SECOND AMENDMENT TO DESIGN GUIDELINES]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

OXBOW LAND PARTNERS, LLC,
a Texas limited liability company

By: Kona Coast Venture, Ltd.,
a Texas limited partnership,
its Member

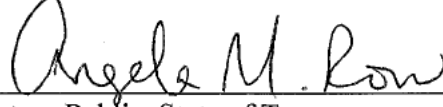
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

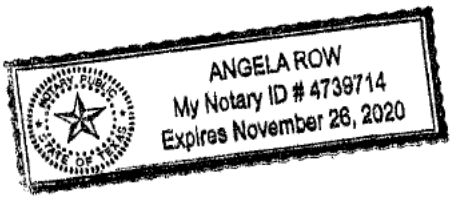
STATE OF TEXAS §
 §
COUNTY OF COMAL §

Before me, the undersigned authority, on this day personally appeared William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, the Member of Oxbow Land Partners, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entities.

Given under my hand and seal of office on this the 25th day of January, 2020.


Notary Public, State of Texas
Angela M. Row
Notary's Typed or Printed Name

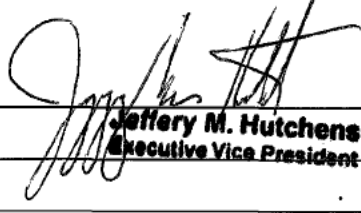
My Commission Expires 11-26-2020



CONSENT OF MORTGAGEE


Moody National Bank, as the holder of a lien(s) ("Lien") on the property subject to the Second Amendment to Oxbow on the Guadalupe Design Guidelines executes this Second Amendment solely for the purposes of (i) evidencing its consent to this Second Amendment, and (ii) subordinating the Lien to this Second Amendment, both on the condition that the Lien shall remain superior to the Assessment Lien in all events. Moody National Bank's consent and subordination is not intended to and does not and shall not impact the subordination of the liens and encumbrances held by Moody National Bank to any other document, right, interest or other matter whatsoever.

Moody National Bank

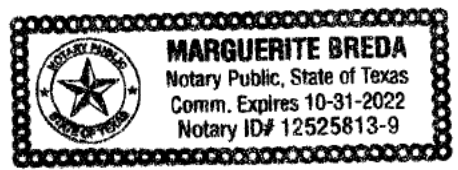
By: 
Name: Jeffery M. Hutchens
Title: Executive Vice President

STATE OF TEXAS §
COUNTY OF Texas §

This instrument was acknowledged before me this 27 day of January, 2020, by Jeffery M. Hutchens, as Executive Vice President of Moody National Bank, on behalf of said entity.


Notary Public – State of Texas

(SEAL)



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/03/2020 01:46:05 PM
TERRI 5 Pages(s)
202006004107



Bobbie Koepf

OXBOW ON THE GUADALUPE
SECOND AMENDMENT TO DESIGN GUIDELINES

After Recording, Return To:

William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



**THIRD AMENDMENT
TO OXBOW ON THE GUADALUPE
DESIGN GUIDELINES**

Comal County, Texas

Declarant: Oxbow Land Partners, LLC, a Texas limited liability company

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas, as amended from time to time.

Cross reference to that certain Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906021183, Official Public Records of Comal County, Texas; First Amendment to Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906047073, Official Public Records of Comal County, Texas; and Second Amendment to Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 202006004107, Official Public Records of Comal County, Texas.

OXBOW ON THE GUADALUPE
THIRD AMENDMENT TO DESIGN GUIDELINES

OXBOW ON THE GUADALUPE

THIRD AMENDMENT TO DESIGN GUIDELINES

This Oxbow on the Guadalupe Third Amendment to Design Guidelines (the “**Third Amendment to Design Guidelines**”), is made by **OXBOW LAND PARTNERS, LLC**, a Texas limited liability company (the “**Declarant**”), and is as follows:

RECITALS

A. Kona Coast Venture, Ltd., a Texas limited partnership, has caused to be Recorded that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas, as amended from time to time (the “**Declaration**”).

B. Kona Coast Venture, Ltd., a Texas limited partnership, has further caused to be Recorded that Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906021183, Official Public Records of Comal County, Texas; and such instrument was amended by the First Amendment to Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 201906047073, Official Public Records of Comal County, Texas; and the Second Amendment to Oxbow on the Guadalupe Design Guidelines, recorded as Document No. 202006004107, Official Public Records of Comal County, Texas (collectively referred to as the “**Design Guidelines**”).

C. Oxbow Land Partners, LLC, a Texas limited liability company, was assigned Declarant Rights from Kona Coast Venture, Ltd., a Texas limited partnership, in accordance with that certain Assignment and Assumption of Declarant Rights, recorded as Document No. 201906023848, Official Public Records of Comal County, Texas.

D. Pursuant to Article 7 of the Declaration, the Declarant may act as the ACC and has the power to adopt, amend, modify, revoke, or supplement the Design Guidelines.

E. In exercise of its rights under the Declaration, Declarant hereby amends the Design Guidelines as follows:

NOW, THEREFORE, the original Design Guidelines are amended as follows:

1. The Overall Lot Shell Exhibits (labeled as 3.3. Overall Lot Shell Exhibits located on page 5 of the Design Guidelines) is deleted in its entirety and replaced with the new 3.3. Overall Lot Shell Exhibits attached as **Attachment 1**.
2. Section 4.1. (Typical Lot Diagrams) (located on page 7 of the Design Guidelines) is deleted in its entirety and replaced with the following new Section 4.1.:

4.1. Typical Lot Diagrams.

4.1.1. Each lot has been designed with a buildable area within which all improvements must occur. Driveways, utility connections, and river access points are notable exceptions.

4.1.2. On riverfront lots, development (patios, pools, etc.) is not permitted in the “bluff zone”. River access points are a notable exception.

4.1.3. Areas outside the buildable area should remain native, and can be enhanced through the addition of landscaping. Regular mowing of the native area is discouraged.

3. The Riverfront Lot depiction (located on page 12 of the Design Guidelines) is deleted in its entirety and replaced with the new Riverfront Lot depiction on **Attachment 2**.
4. Section 4.14. (River Access) (located on page 21 of the Design Guidelines) is deleted in its entirety and replaced with the following new Section 4.14.:

4.14. River Access.

4.14.1. A common HOA lot is located to allow river access by residents and guest of the Oxbow community. Any resident without direct ownership of the river frontage is only permitted to access the river in this location.

4.14.2. River Access Lots

4.14.3. To avoid disturbance and protect views, all river front lots shall share access as identified in the River Access Plan

4.14.4. River access steps shall be made of natural materials: boulders, pavers, stepping stones, and incorporate handrails and landings were necessary for safety.

4.14.5. Paved pathways made of asphalt are not permitted.

4.14.6. Shall be designed and constructed to minimize site disturbance and preserve existing vegetation.

5. The Riverfront Access Plan depiction (labeled as 4.14.6.1. Riverfront Access Plan located on page 22 of the Design Guidelines) is deleted in its entirety and replaced with the new 4.14.6.1. Riverfront Access depiction and a new 4.14.6.2 Allowable River Access Types depiction on **Attachment 3**. The remainder of page 22 of the Design Guidelines is not amended.
6. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Design Guidelines and the Declaration. Unless expressly amended by this Third Amendment to Design Guidelines, all other terms and provisions of the Design Guidelines and the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS.]

[SIGNATURE PAGE TO THIRD AMENDMENT TO DESIGN GUIDELINES]

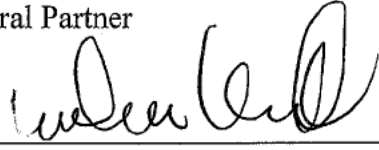
EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

OXBOW LAND PARTNERS, LLC,
a Texas limited liability company

By: Kona Coast Venture, Ltd.,
a Texas limited partnership,
its Member

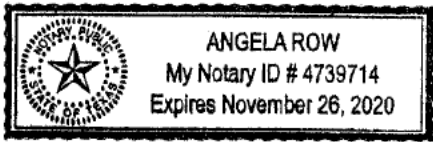
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

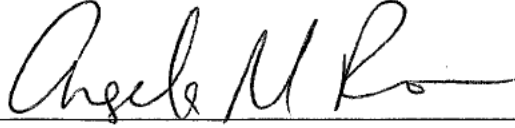
By: 
William Koriath, Manager

STATE OF TEXAS §
 §
COUNTY OF COMAL §

Before me, the undersigned authority, on this day personally appeared William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, the Member of Oxbow Land Partners, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said entities.

Given under my hand and seal of office on this the 30th day of April, 2020.

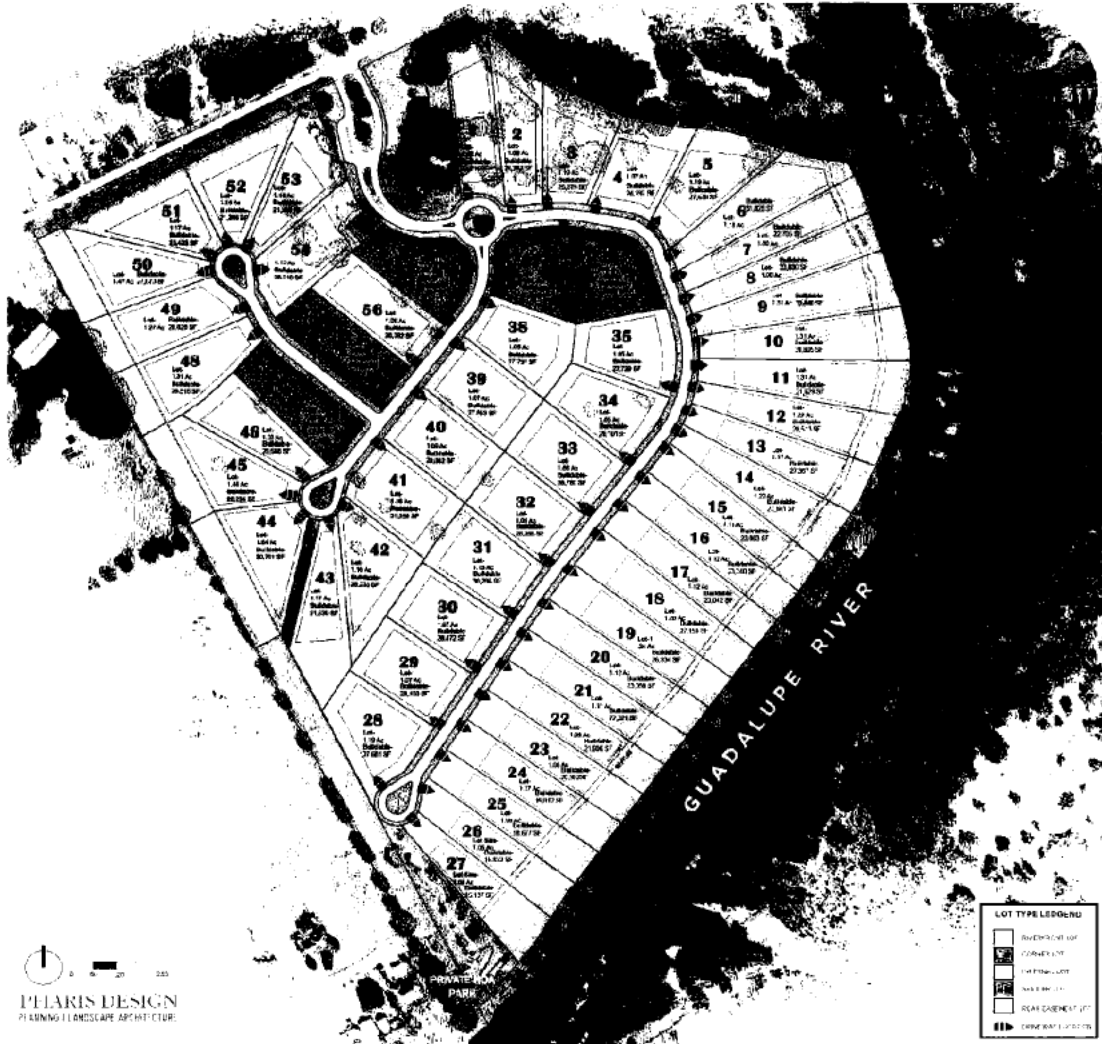



Notary Public, State of Texas
Angela M. Row
Notary's Typed or Printed Name

My Commission Expires 11/26/2020

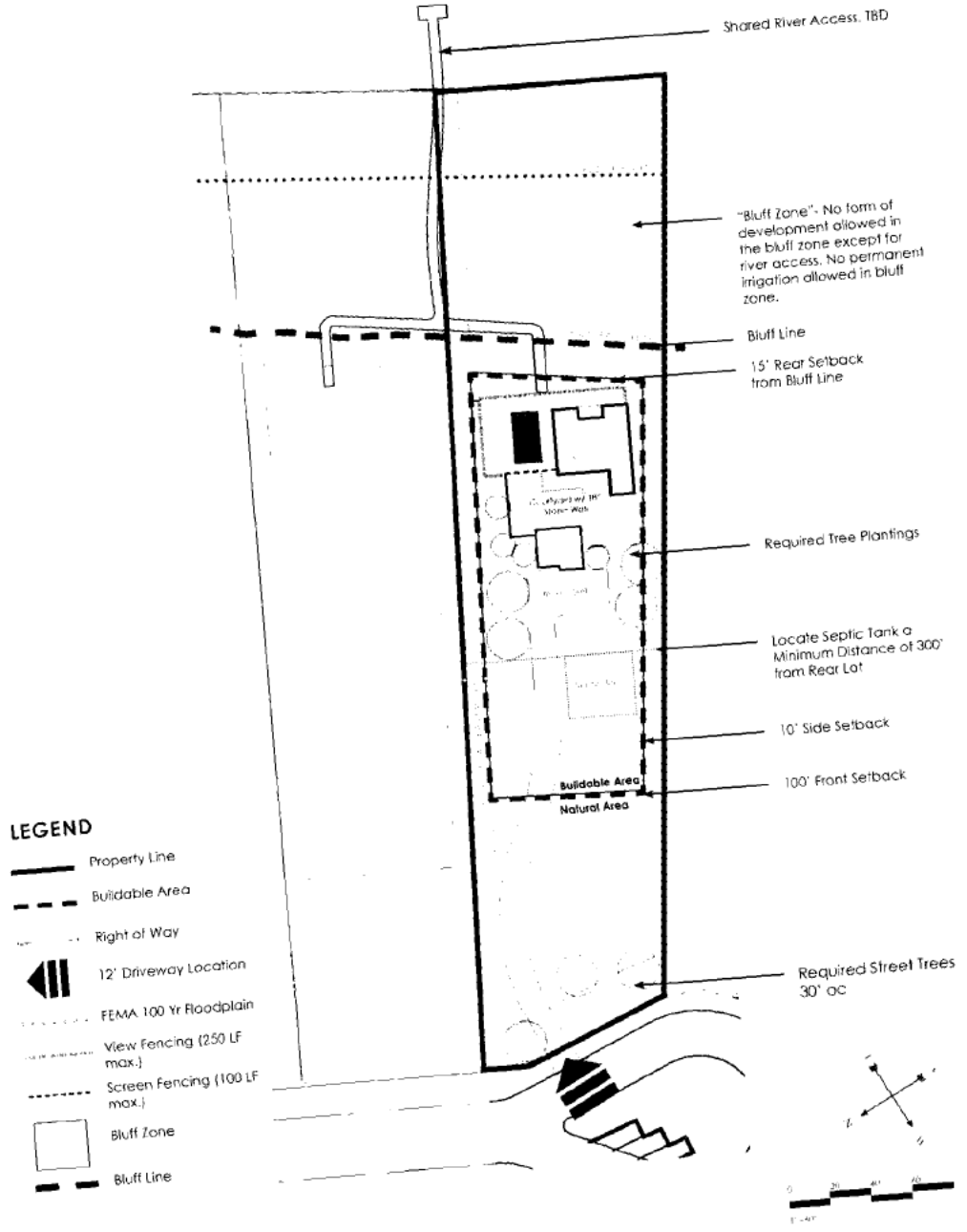
Attachment 1

3.3 Overall Lot Shell Exhibits



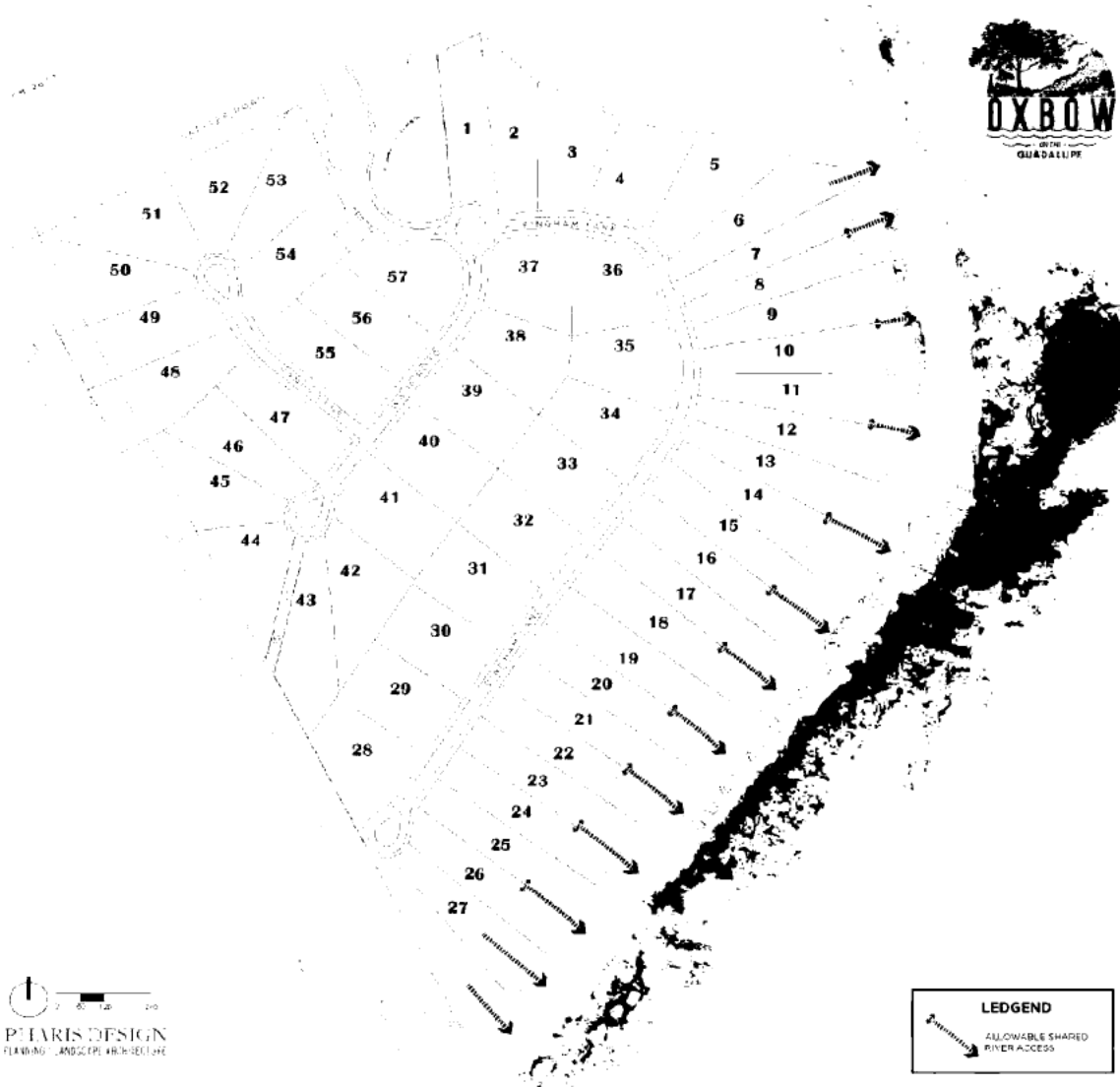
Attachment 2

Riverfront Lot



Attachment 3

4.14.6.1. Riverfront Access



4.14.6.2. Allowable River Access Types:



CONSENT OF MORTGAGEE

Moody National Bank, as the holder of a lien(s) ("Lien") on the property subject to the Third Amendment to Oxbow on the Guadalupe Design Guidelines executes this Third Amendment to Design Guidelines solely for the purposes of (i) evidencing its consent to this Third Amendment to Design Guidelines, and (ii) subordinating the Lien to this Third Amendment to Design Guidelines, both on the condition that the Lien shall remain superior to the Assessment Lien in all events. Moody National Bank's consent and subordination is not intended to and does not and shall not impact the subordination of the liens and encumbrances held by Moody National Bank to any other document, right, interest or other matter whatsoever.

Moody National Bank

By: [Signature]
Name: _____
Title: _____

Jeffery M. Hutchens
Executive Vice President

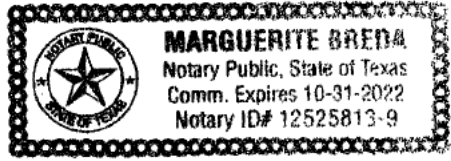
THE STATE OF TEXAS §
 §
COUNTY OF Travis §

This instrument was acknowledged before me this 5 day of MAY, 2020, by Jeffery M. Hutchens, as Executive Vice President of Moody National Bank, on behalf of said bank.

[Signature]
Notary Public – State of Texas

(SEAL)

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/27/2020 01:13:51 PM
TERRI 9 Pages(s)
202006019478



 Bobbie Koepf

New Braunfels Title Co.

G.F.# NBT-351-2019KB

ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS (this "Assignment") is made to be effective on the date this Assignment is recorded in the Comal County Official Public Records (the "Effective Date"), by and between **KONA COAST VENTURE, LTD.**, a Texas limited partnership ("Assignor"), and **OXBOW LAND PARTNERS, LLC**, a Texas limited liability company ("Assignee").

RECITALS

A. Assignor executed and recorded that certain *Declaration of Covenants, Conditions and Restrictions*, recorded on May 23, 2019, under Document Number 201906017560, of the Official Public Records of Comal County, Texas (the "Declaration"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings defined for them in the Declaration.

B. Assignor is the current "Declarant" under the Declaration and prior to the Effective Date, has not assigned, conveyed or transferred any of its right, title or interest as the "Declarant" thereunder.

C. Pursuant to Section 12.5 of the Declaration, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under the Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties as Declarant under the Declaration.

D. Assignor and Assignee have agreed that the Assignor shall assign to the Assignee all of Assignor's right, title, interest and power as "Declarant" under the Declaration (collectively, the "Declarant Rights") and designate Assignee as its Successor Declarant thereunder, and Assignee has agreed to assume all of Assignor's obligations and responsibilities as "Declarant" under the Declaration, to the extent accruing from and after the Effective Date (collectively, the "Declarant Obligations").

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. **ASSIGNMENT OF DECLARANT RIGHTS.** Assignor hereby sells, bargains, conveys, transfers and assigns to Assignee, its successors and assigns, all of the Declarant Rights, and designates Assignee as its Successor Declarant under the Declaration.

2. **ASSUMPTION OF DECLARANT OBLIGATIONS.** Assignee hereby accepts the sale, bargain, conveyance, transfer and assignment of the Declarant Rights, and hereby assumes and agrees to perform and discharge all of the Declarant Obligations, to the extent accruing from and after the Effective Date.

3. **INDEMNIFICATION.** Assignor shall indemnify, defend and hold Assignee harmless from and against all claims, demands, losses, damages, expenses and costs including without limitation reasonable attorneys' fees and expenses actually incurred, arising out of, related to, or in connection with Assignor's acts or omissions as Declarant prior to the Effective Date. Assignee shall indemnify, defend and hold Assignor harmless from and against all claims, demands, losses, damages, expenses and costs including without limitation reasonable attorneys' fees and expenses actually incurred, arising out of, related to, or in connection with Assignee's acts or omissions as Declarant on or after the Effective Date.

4. **MISCELLANEOUS PROVISIONS.**

(a) Assignor and Assignee agree, at the other party's request, whether on or after the date hereof, and without further consideration, that each shall execute and deliver any and all further instruments and documents, and take such further actions, as the other party may reasonably request or as may reasonably be required in order more effectively to vest in Assignee all of the Declarant Rights, and to evidence Assignee's assumption of the Declarant Obligations, to the extent accruing from and after the Effective Date, or to otherwise carry out the provisions of this Assignment.

(b) All of the terms, provisions and conditions of this Assignment shall be binding on, and shall inure to and be enforceable by, the parties hereto and their respective successors and assigns.

(c) This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile, electronic mail, or other means of electronic transmission is to constitute effective execution and delivery of this Assignment as to the parties.

(d) If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

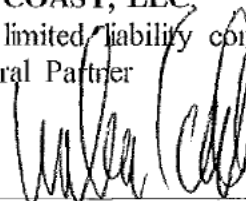
[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

KONA COAST VENTURE, LTD.,
a Texas limited partnership

By: **KONA COAST, LLC,**
a Texas limited liability company,
its General Partner

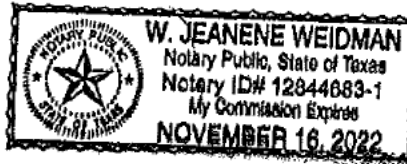
By: 
William Koriath, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me this 9 day of July, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, on behalf of said entities.


Notary Public – State of Texas

(SEAL)

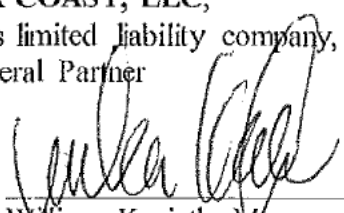


ASSIGNEE:

OXBOW LAND PARTNERS, LLC,
a Texas limited liability company

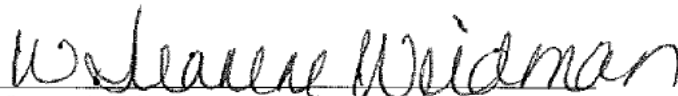
By: **KONA COAST VENTURE, LTD.,**
a Texas limited partnership, its Member

By: **KONA COAST, LLC,**
a Texas limited liability company,
its General Partner

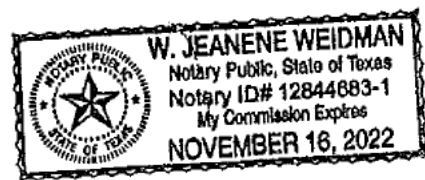
By: 
William Koriath, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me this 9 day of July, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, the Member of Oxbow Land Partners, LLC, a Texas limited liability company, on behalf of said entities.


Notary Public – State of Texas

(SEAL)



After Recording, Please Return to:
McLean & Howard, LLP
Barton Oaks Plaza, Building 2, Suite 225
901 S. Mopac Expressway
Austin, Texas 78746
Attention: William P. McLean

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
07/11/2019 02:02:48 PM
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201906023848







Office of the Secretary of State

CERTIFICATE OF FILING OF

Oxbow on the Guadalupe Homeowners' Association, Inc.
File Number: 803228077

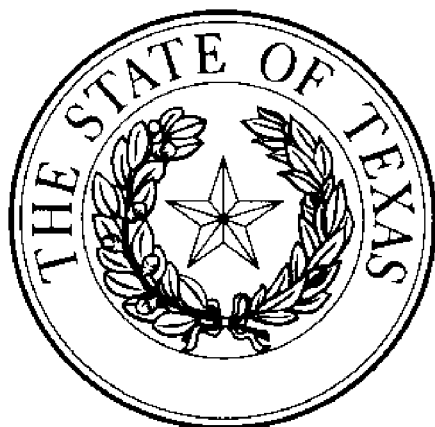
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/01/2019

Effective: 02/01/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

CERTIFICATE OF FORMATION

OF

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as organizer of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is Oxbow on the Guadalupe Homeowners' Association, Inc. (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, are set forth in that certain Declaration of Covenants, Conditions and Restrictions, recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration"), the Bylaws, or Applicable Law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Applicable Law;
- (b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and

- (c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation, shall have the meaning subscribed to such terms in the Declaration.

ARTICLE V REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is **11860 FM 306, New Braunfels, Texas 78132**. The name of its initial registered agent at such address is **William Koriath**.

ARTICLE VI MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VII VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration.

**ARTICLE VIII
ORGANIZER**

The name and street address of the organizer is:

<u>NAME</u>	<u>ADDRESS</u>
Leslie Keyser	901 South Mopac Expressway Building II, Suite 225 Austin, Texas 78746

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
William Koriioth	3400 Oakmont Blvd. Austin, TX 78703
John Selman	315 S. Ronay Dr Spicewood, TX 78669
Ann Koriioth	2305 Barton Creek Blvd, Unit 34 Austin, TX 78735

All of the powers of the Association shall be exercised by the Board of Directors named above until their successors are elected or appointed in accordance with the Declaration.

**ARTICLE X
LIMITATION OF DIRECTOR LIABILITY**

A member of the Board of Directors shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in *Section 4.7* of the Declaration.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed consent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each member of the Association written notice at least ten (10) days in advance of the date the Board of Directors proposes to initiate securing consent as contemplated by this *Article XIII*. Consents obtained pursuant to this *Article XIII* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

**ARTICLE XIV
AMENDMENT**

Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, this Certificate of Formation may be amended by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand, this 18th day of February, 2019.



Leslie Keyser, Organizer

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

**ACCEPTANCE OF APPOINTMENT
AND
CONSENT TO SERVE AS REGISTERED AGENT**

I acknowledge, accept and consent to my designation and appointment as registered agent in the State of Texas for Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation.

I am a resident of the State of Texas and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of Oxbow on the Guadalupe Homeowners' Association, Inc.; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.


William Korioth

Dated to be effective February 1, 2019

Date of this notice: 02-06-2019

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 A

OXBOW ON THE GUADALUPE HOMEOWNERS
ASSOCIATION INC
% WILLIAM KORIOTH
11860 FM 306
NEW BRAUNFELS, TX 78132

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you [REDACTED]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120H

04/15/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

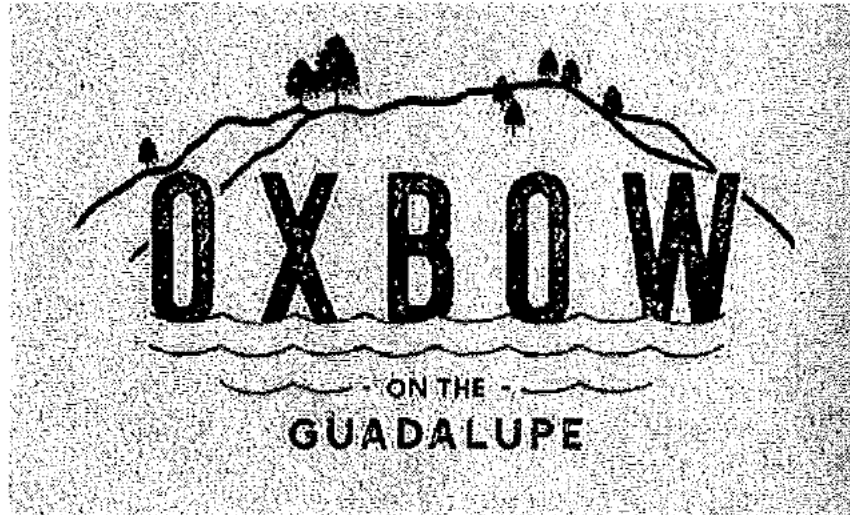
Your name control associated with this EIN is OXBO. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



201906017561 05/23/2019 10:32:41 AM 1/21

After Recording, Return To:
William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



OXBOW ON THE GUADALUPE

BYLAWS

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Comal County, Texas

COUNTY ENGINEER

Association: Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation

Cross Reference: *Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe*, recorded as Document No. 201906017560 Comal County Official Public Records.

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**

**ARTICLE I
NAME AND LOCATION**

The name of the nonprofit corporation is the Oxbow on the Guadalupe Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located initially in Comal County, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Comal, as may be designated by the Board.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in the certain Declaration of Covenants, Conditions and Restriction for Oxbow on the Guadalupe, recorded in the Official Public Records of Comal County, Texas, including the number, qualification, appointment, removal, and replacement of directors.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean such sum levied by the Association in the manner and against the Property under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation, created or to be created pursuant to the Certificate of Formation, its successors and assigns.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now or hereafter owned or held by the Association.

Section 2.4. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.5. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.6. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.7. Certificate. "Certificate" shall mean the Certificate of Formation of Oxbow on the Guadalupe Homeowners' Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.8. Community Manual. "Community Manual" means the community manual, which may be initially adopted and recorded in the Official Public Records of Comal County, Texas, by Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Community Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period (as defined in the Declaration), any amendment to the Community Manual must be approved in advance and in writing by Declarant.

Section 2.9. Declarant. "Declarant" shall mean Kona Coast Venture, Ltd., a Texas limited partnership, its successors or assigns; provided that any assignment of the rights of Kona Coast Venture, Ltd., a Texas limited partnership, as Declarant must be expressly set forth in writing recorded in the Official Public Records of Comal County, Texas.

Section 2.10. Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time.

Section 2.11. Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of Oxbow on the Guadalupe, together with all Improvements located thereon, excluding, however, any Common Areas.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership rights in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

Section 2.17. Property. "Property" shall mean and refer to that tract or parcel of land situated in Comal County, Texas, that is more fully described in the Declaration.

Section 2.18. Restrictions. "Restrictions" means, singularly or collectively as the case may be, the Declaration, the Certificate, Bylaws, the Community Manual, the Design Guidelines, if any, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Restriction is part of a Restriction.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Membership. Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Declaration.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Property or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.5. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) and no more than sixty (60) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Any meeting of the Members requiring a vote or election must comply with the notice requirements set forth in this *Section 3.5*.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed a waiver of notice of all

business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.8. Voting. At all meetings of Members, each Member may vote in person, by proxy, electronically or by absentee ballot. All votes that are not made in person shall be in writing, signed by the Member and filed with the Secretary. A proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Absentee or electronic votes must comply with the provisions of Section 209.00593 of the Texas Property Code.

Section 3.9. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.10. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Declaration, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void. In a Board election, each candidate is allowed to name one person to observe the counting of the ballots, provided that the designated observer (i) is prohibited from seeing the name of the Member who cast any ballot, and (ii) shall not be disruptive, and if found to be disruptive, shall be removed.

Section 3.11. Methods of Voting: In Person, Proxies, Absentee Ballots, Electronically.
The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; or (c) by electronic ballot. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic

votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races.

Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (1) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (2) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (3) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) Absentee Ballots. No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot for which it was given. Any solicitation for votes by absentee ballot must include:

- a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

- b. instructions for delivery of the completed absentee ballot, including the delivery location; and
- c. the following language: *“By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in person vote will prevail.”*

(ii) *Electronic Ballots.* “Electronic ballot” means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner’s ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

Section 3.12. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 3.13* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.13* shall be given access to any Association ballots.

Section 3.13 Recounts. Any Member (the “Recount Requesting Member”) may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the “Recount Request”). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association’s mailing address as reflected on the latest management certificate; or (ii) in person to the Association’s managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association, pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the twentieth (20th) day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "Initial Recount Invoice") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the thirtieth (30th) day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "Deadline"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the thirtieth (30th) day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the thirtieth (30th) day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "Final Recount Invoice") to the Recount Requesting Member on or before the thirtieth (30th) business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the thirtieth (30th) business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

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

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

Section 3.14. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified.

(b) In accordance with *Section 4.3* of the Declaration, i.e., no later than the tenth (10th) anniversary of the date the Declaration is Recorded, the President of the Association must have held a meeting of the Members of the Association (the "Initial Member Election Meeting") where the Members will elect one-third of the Board. Prior to the Initial Member Election Meeting, the Board will consist of three (3) persons. At the Initial Member Election Meeting, the Board will increase to five (5) persons. At the Initial Member Election Meeting, the Members will elect two (2) members of the Board, each to serve a one (1) year term ("First Member Elected Directors"). Declarant will continue to appoint and remove two-thirds of the Board (three (3) members of the Board) after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the First Member Elected Director's position will expire as of the date of the Member Election Meeting.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members, including Declarant, will elect five (5) new directors (to replace all Declarant appointed Directors and the First Member Elected Directors) (the "Member Election Meeting"). Three (3) Directors will be elected for a two (2) year term, and two (2) Directors will be elected for a (1) year term (with the three

(3) individuals receiving the highest number of votes to serve the two (2) year terms and the two (2) individuals receiving the next highest number of votes to serve the one (1) year terms. Upon expiration of the term of a Director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate, partnership, or other entity ownership of a Lot, a duly authorized agent or representative of the corporation, the partnership, or other entity which owns the Lot. The corporate, partnership, or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 4.2. Compensation. The Directors shall serve without compensation for such service. As determined by the Board, Directors may be reimbursed for any reasonable and necessary out-of-pocket expenses.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by the vote of Members holding a Majority of the votes entitled to be cast in the Association.

Section 4.6. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "Solicitation Notice") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Declaration) during which period the Board may take action by unanimous written consent in lieu of a meeting, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Restrictions (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners; or (g) matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a part of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.8. Records; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Restrictions (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.11. Meeting without Prior Notice. The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above, consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. Telephone and Electronic Meetings. Any action permitted to be taken by the Board may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE VI
POWERS AND DUTIES OF THE BOARD**

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) Adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) Exercise for the Association all powers, duties and authority vested in or ~~related to the Association and not reserved to the membership by other provisions of the~~ Restrictions;

(d) To enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) Employ such employees as they deem necessary, and to prescribe their duties;

(g) As more fully provided in the Declaration, to:

(i) Fix the amount of the Assessments against each Lot in advance of each annual Assessment period and any other Assessments provided by the Declaration; and

(ii) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if

a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) Procure and maintain adequate liability and hazard insurance on Association Property;

(j) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) Exercise such other and further powers or duties as provided in the Declaration or by law.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution. The Board may appoint one or more vice presidents and such other officers and assistant officers as it deems necessary.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he resigns sooner, or shall be removed, or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 7.4*.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary, if any, shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer, if any, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members. In the event no Treasurer is then serving, the President shall be empowered with the Treasurer's duties.

Section 7.9. Execution of Instruments. Except when the Restrictions require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

**ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE IX
BOOKS AND RECORDS**

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

**ARTICLE X
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

**ARTICLE XI
CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XII
AMENDMENTS**

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period.

**ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The Association shall indemnify every director, officer or committee member against, and reimburse and advance to every director, officer and committee member for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no director, officer or committee member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such director, officer or committee member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such director, officer or committee member is expressly provided for by statute.

ARTICLE XIV MISCELLANEOUS

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of formation.

Section 14.2. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. Conflict. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between these Bylaws and any provision of the applicable laws of the State of Texas, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

[SIGNATURE PAGE TO FOLLOW]

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**

[EXECUTION PAGE TO BYLAWS]

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation.

IN WITNESS WHEREOF, I hereunto set my hand this the 4th day of April, 2019.

Oxbow on the Guadalupe Homeowners' Association, Inc. a Texas nonprofit corporation

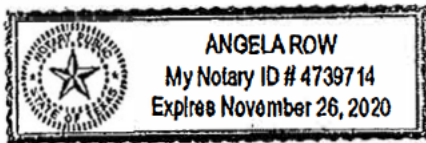
By: [Signature]
William Koriath, President

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §


COUNTY OF Comal §

BEFORE ME, the undersigned authority, on this 4th day of April, 2019, personally appeared, William Koriath, President of Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.



[Signature]
Notary Public in and for the State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/23/2019 10:32:41 AM
CASHFOUR 21 Page(s)
201906017561

 Bobbie Koepf

**MINUTES OF THE ORGANIZATIONAL MEETING
OF
THE BOARD OF DIRECTORS OF
OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.**

1. CONVENING OF MEETING. The organizational meeting of the Board of Directors ("Directors") of Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation ("Corporation") was convened at 901 S. Mopac Expressway, Building 2, Suite 225, Austin, Texas 78746 pursuant to a call by the initial Directors named in the Certificate of Formation. Present at the meeting, either in person or via teleconference, were the initial Directors, who accepted their offices and began the discharge of their duties:

William Korioth	INITIAL DIRECTOR
John Selman	INITIAL DIRECTOR
Ann Korioth	INITIAL DIRECTOR

Also present at the meeting was the attorney for the Corporation, William P. McLean. At this organizational meeting, the following business was conducted, and on motions duly made, seconded, and unanimously carried, the following resolutions were adopted:

2. MEETING CHAIRMAN & SECRETARY. By unanimous consent, the organizational meeting of the Directors was conducted by the following:

William Korioth	CHAIRMAN
Angie Row	SECRETARY

3. OFFICERS. On nomination and by unanimous vote, the following people were elected as officers, with the titles shown, to serve until the first Directors' meeting after the next annual Members' meeting:

William Korioth	PRESIDENT
Angie Row	SECRETARY
Ann Korioth	TREASURER

4. EXPRESS AUTHORITY OF OFFICERS. The newly-elected officers were present, accepted their offices, and began the discharge of their duties.

RESOLVED that the officers of the Corporation shall have the powers and duties as set forth in the Bylaws of the Corporation.

5. ACCEPTANCE OF CERTIFICATE OF FORMATION. Legal counsel for the Corporation advised the Directors that the Certificate of Formation was filed in the office of the Secretary of State of Texas on February 1, 2019, and a Certificate of Filing was issued on the same day.

RESOLVED that the Certificate of Formation is hereby accepted and approved; and it is further directed that the Secretary shall insert it into the corporate record book.

- 6. ADOPTION OF COMMUNITY MANUAL AND BYLAWS.** Legal counsel presented a Community Manual and Bylaws for the regulation and management of the affairs of the Corporation which were reviewed and adopted by the Directors.

RESOLVED, that the form of community manual attached hereto as Exhibit "A" and the form of bylaws attached hereto as Exhibit "B" are approved and adopted by the Board as the Community Manual and Bylaws of the Association, and the Secretary of the Association is instructed to insert the originals thereof in the corporate records of the Association.

- 7. OFFICES.** Legal counsel discussed the merits of maintaining a principal place of business and the requirements of the registered office and agent.

*RESOLVED that the **principal office** of the Corporation be maintained at the following address:*

11860 FM 306, New Braunfels, Texas 78132

and that meetings of the Board of Directors from time to time may be held either at this office or at such other place as the Board of Directors shall from time to time order.

*BE IT FURTHER RESOLVED that the **registered office** of the Corporation be established and maintained at the following location:*

11860 FM 306, New Braunfels, Texas 78132

and that **William Koriath** shall serve as the **registered agent** at such registered office.

- 8. ANNUAL MEETINGS.** Legal counsel discussed the requirements of maintaining a corporate status and the necessity of regular annual meetings for review of recent actions, dissemination of reports, discussion of upcoming events and anticipated actions, and for the election of Directors.

RESOLVED that the annual meeting of all Members shall be held pursuant to the regulations determined in the Bylaws and upon proper notice thereof;

BE IT FURTHER RESOLVED that meetings of the Directors shall be held upon notice as set forth in the Bylaws, and may be held concurrently with the annual members meeting upon unanimous

consent of all Directors, pursuant to regulation of the Bylaws and upon proper notice thereof; and providing other regular and special meetings of the Board of Directors may be called at the discretion of the Board.

- 9. BANKING AUTHORITY.** The Chairman discussed the desirability of designating a depository for the funds of the Corporation.

RESOLVED that the President, Treasurer and the Secretary are hereby authorized to establish one or more bank accounts on behalf of and in the name of the Corporation with the banking/savings institutions chosen by the President, Treasurer and the Secretary, on such terms and conditions as may be agreed with such institutions.

- 10. AUTHORITY TO SIGN CHECKS.** The Treasurer discussed the signing of the corporate checks and whether or not dual signatures should be required.

RESOLVED that one (1) signature shall be required on checks of the Corporation, that of any officer.

- 11. AUTHORITY TO PAY CHARGES.**

RESOLVED that the any officer of the Corporation is hereby authorized to pay all charges and expenses incident to or arising out of the organization of the Corporation and to reimburse any person who has made any disbursement therefor.

- 12. FISCAL YEAR.** Legal counsel briefly reviewed the necessities in determining the fiscal year of the Corporation, and further advised that any action or decision taken at this time be further modified following consultation with tax counsel or the established corporate accountant.

RESOLVED that the fiscal year of the Corporation shall be the year ending December 31.

- 13. WAIVER & CONSENT.**

RESOLVED that the signing of these minutes shall constitute full ratification and approval of content thereof by all Directors, as well as waiver of notice of the meeting by all initial Directors.

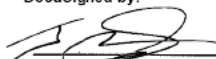
- 14. ADJOURNMENT.** There being no further business to come before the meeting, it was adjourned by unanimous agreement.

Dated to be effective February 1, 2019.



William Koriath, Director

DocuSigned by:



John Selman, Director

DocuSigned by:



Ann Koriath, Director

Exhibit "A"

[attach copy of Community Manual]

After Recording, Return To:
William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



OXBOW ON THE GUADALUPE
COMMUNITY MANUAL

Declarant: Kona Coast Venture, Ltd., a Texas limited partnership

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas.

Cross reference to that certain Bylaws for Oxbow on the Guadalupe, recorded as Document No. 201906017561, Official Public Records of Comal County, Texas.

[SIGNATURE PAGE TO COMMUNITY MANUAL]

This Community Manual becomes effective when Recorded.

DECLARANT:

KONA COAST VENTURE, LTD.,
a Texas limited partnership

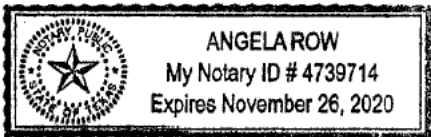
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me this 1st day of June, 2019,
by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the
General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, on behalf of said
entities.


Notary Public Signature



OXBOW ON THE GUADALUPE

COMMUNITY MANUAL

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1.	Certificate of Formation	Attachment 1
2.	Fine and Enforcement Policy	Attachment 2
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4.	Records Inspection, Copying, and Retention Policy	Attachment 4
5.	Statutory Notice of Posting and Recordation of Association Governance Documents	Attachment 5
6.	Email Registration Policy	Attachment 6

COMMUNITY MANUAL

for

OXBOW ON THE GUADALUPE

A Master Planned Community in Comal County, Texas

Kona Coast Venture, Ltd., a Texas limited partnership, is the developer of Oxbow on the Guadalupe (the “Community”). The guiding principles for the Community have been set forth in the Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe (the “Declaration”), the Design Guidelines, if any, and this Community Manual (collectively referred to as the “Restrictions”), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Restrictions contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and occupants in the Community, now or in the future.

Under the Restrictions, the developer is the “Declarant” who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built out (the “Development Period”). Furthermore, the Restrictions identify and set forth the obligations of Oxbow on the Guadalupe Homeowners’ Association, Inc., the nonprofit corporation created by the Declarant to exercise the authority and assume the powers described in the Declaration (the “Association”). Integral to the functioning of the Community, the Association’s roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Restrictions.

Other specific Restrictions include such instruments as the Certificate of Formation and Bylaws, which set forth the corporate governance structure of the Association, as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the “Association Documents”). Except for the Bylaws, it is the Association Documents which are included within this Community Manual, as further set forth herein. The Bylaws have been recorded separately, under Document No. 201906017561, Official Public Records of Comal County, Texas.

Capitalized terms used but not defined in this Community Manual shall have the meaning subscribed to such terms in the Declaration.

ATTACHMENT 1

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

CERTIFICATE OF FORMATION



Office of the Secretary of State

CERTIFICATE OF FILING OF

Oxbow on the Guadalupe Homeowners' Association, Inc.
File Number: 803228077

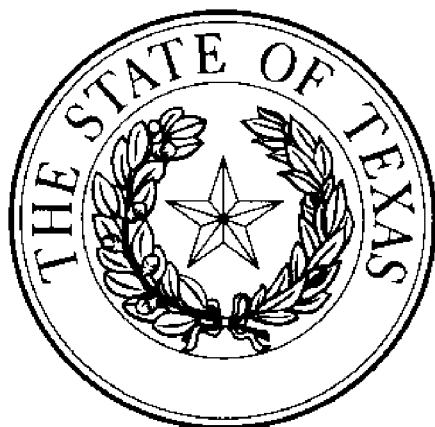
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/01/2019

Effective: 02/01/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

CERTIFICATE OF FORMATION

OF

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as organizer of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is Oxbow on the Guadalupe Homeowners' Association, Inc. (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, are set forth in that certain Declaration of Covenants, Conditions and Restrictions, recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration"), the Bylaws, or Applicable Law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Applicable Law;
- (b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and

- (c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation, shall have the meaning subscribed to such terms in the Declaration.

ARTICLE V REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is **11860 FM 306, New Braunfels, Texas 78132**. The name of its initial registered agent at such address is **William Koriath**.

ARTICLE VI MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VII VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration.

**ARTICLE VIII
ORGANIZER**

The name and street address of the organizer is:

<u>NAME</u>	<u>ADDRESS</u>
Leslie Keyser	901 South Mopac Expressway Building II, Suite 225 Austin, Texas 78746

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
William Koriioth	3400 Oakmont Blvd. Austin, TX 78703
John Selman	315 S. Ronay Dr Spicewood, TX 78669
Ann Koriioth	2305 Barton Creek Blvd, Unit 34 Austin, TX 78735

All of the powers of the Association shall be exercised by the Board of Directors named above until their successors are elected or appointed in accordance with the Declaration.

**ARTICLE X
LIMITATION OF DIRECTOR LIABILITY**

A member of the Board of Directors shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in *Section 4.7* of the Declaration.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed consent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each member of the Association written notice at least ten (10) days in advance of the date the Board of Directors proposes to initiate securing consent as contemplated by this *Article XIII*. Consents obtained pursuant to this *Article XIII* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

**ARTICLE XIV
AMENDMENT**

Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, this Certificate of Formation may be amended by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand, this 18th day of February, 2019.



Leslie Keyser, Organizer

ATTACHMENT 2

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

FINE AND ENFORCEMENT POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

FINE AND ENFORCEMENT POLICY

1. **Background.** Oxbow on the Guadalupe is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (“Declaration”). In accordance with the Declaration, Oxbow on the Guadalupe Homeowners’ Association, Inc., a Texas nonprofit corporation (the “Association”), was created to administer the terms and provisions of the Declaration. Unless the Declaration or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the “Board”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), and any rules and regulations promulgated by the Association pursuant to the Declaration, as each may be adopted and amended from time to time (collectively, the “Restrictions”), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

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

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

2. **Policy.** The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association’s use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. **Owner’s Liability.** An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. **Amount.** The Association may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and

should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. **Violation Notice.** Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. section *et seq.*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:
 - A. **First Violation.** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) - (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
 - B. **Uncurable Violation/Violation of Public Health or Safety.** If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
 - C. **Repeat Violation without Attempt to Cure.** If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property

Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. **Violation Hearing.** If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Management Company (or the Board if there is no Management Company) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least ten (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and Request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as **Exhibit A**.

7. **Due Date.** Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final

decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. **Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.9* of the Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.1(b)* of the Declaration. Unless otherwise provided in *Section 6.12* of the Declaration, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to *Article 6* of the Declaration.
9. **Levy of Fine.** Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
10. **Foreclosure.** The Association may not foreclose its assessment lien on a debt consisting solely of fines.
11. **Amendment of Policy.** This policy may be revoked or amended from time to time by the Board (with the approval of the Declarant during the Development Period). This policy will remain effective until the Association records an amendment to this policy in the Comal County Official Public Records.

SCHEDULE OF FINES

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES*

New Violation:

Notice of Violation

Fine Amount:

\$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)

Repeat Violation (No Right to Cure or Uncurable Violation):

1st Notice

\$50.00

2nd Notice

\$75.00

3rd Notice

\$100.00

4th Notice

\$125.00

Continuous Violation:

Continuous Violation Notice

Fine Amount:

Amount TBD

*The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

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

I. Introduction:

Hearing Officer: The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

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

II. Presentation of Facts:

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

[Presentations]

III. Discussion:

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

IV. Resolution:

Hearing Officer: This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 3

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

Oxbow on the Guadalupe is a community (the "Community") created by and subject to Oxbow on the Guadalupe Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, and any amendments or supplements thereto ("Declaration"). The operation of the Community is vested in Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation (the "Association"), acting through its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "Restrictions"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Restrictions.

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

SECTION 1. DELINQUENCIES, LATE CHARGES, AND INTEREST

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

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

1-C. **Late Fees and Interest.** If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25.00 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1½% per month) until paid in full.

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

1-E. **Insufficient Funds.** The Association may levy a charge of \$25.00 for any check returned to the Association marked "not sufficient funds" or the equivalent.

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

SECTION 2. INSTALLMENTS AND ACCELERATION

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

SECTION 3. PAYMENTS

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

- (1) Delinquent Assessments
- (2) Current Assessments
- (3) Attorney fees and costs associated with delinquent Assessments
- (4) Other attorney's fees
- (5) Fines
- (6) Any other amount

3-B. **Payment Plans**. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under *Paragraph 5-B* expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in *Paragraph 3-A*.

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

3-D. **Partial and Conditioned Payment**. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the

Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

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

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

SECTION 4. LIABILITY FOR COLLECTION COSTS

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

SECTION 5. COLLECTION PROCEDURES

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

5-B. **Delinquency Notices.** If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

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

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

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

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

5-G. **Collection by Attorney.** If the Owner's account remains delinquent for a period of ninety (90) days, the Management Company of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

- (1) **Initial Notice:** Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within thirty (30) days (unless such notice has previously been provided by the Association), then
- (2) **Lien Notice:** Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (30) days, then
- (3) **Final Notice:** Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within thirty (30) days, then
- (4) **Foreclosure of Lien:** Only upon specific approval by a majority of the Board.

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

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

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

SECTION 6. GENERAL PROVISIONS

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

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

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

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

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

ATTACHMENT 4

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

RECORDS INSPECTION, COPYING AND RETENTION POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas (the "Declaration"), as the same may be amended from time to time.

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

1. **Written Form.** The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
2. **Request in Writing; Pay Estimated Costs in Advance.** An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the thirtieth (30th) business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the thirtieth (30th) business day after the date the final invoice is sent to the Owner.
3. **Period of Inspection.** Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:
 - (a) **Permanent:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.
 - (b) **Four (4) Years:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
 - (c) **Five (5) Years:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
 - (d) **Seven (7) Years:** Minutes of all meetings of the Board and the Owners.
 - (e) **Seven (7) Years:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
 - (f) **General Retention Instructions:** “Permanent” means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.(b) above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2016, and the retention period is five (5) years, the retention period begins on December 31, 2016 and ends on December 31, 2021. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.
5. **Confidential Records.** As determined in the discretion of the Board, certain Association records, such as personnel files, Owner accounts or other personal information (except addresses), may be kept confidential, unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.
6. **Attorney Files.** Attorney’s files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney’s files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney’s files and records if the Association has not maintained a

separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

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

TEXAS ADMINISTRATIVE CODE

TITLE 1, PART 3, CHAPTER 70

RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

- (a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).
- (b) Copy charge.
- (1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- (2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
- (A) Diskette—\$1.00;
 - (B) Magnetic tape—actual cost;
 - (C) Data cartridge—actual cost;
 - (D) Tape cartridge—actual cost;
 - (E) Rewritable CD (CD-RW)—\$1.00;
 - (F) Non-rewritable CD (CD-R)—\$1.00;
 - (G) Digital video disc (DVD)—\$3.00;
 - (H) JAZ drive—actual cost;
 - (I) Other electronic media—actual cost;
 - (J) VHS video cassette—\$2.50;
 - (K) Audio cassette—\$1.00;

- (L) Oversize paper copy (*e.g.*, 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper—See also § 70.9 of this title)—\$.50; and
 - (M) Specialty paper (*e.g.*, Mylar, blueprint, blue-line, map, photographic)—actual cost.
- (c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.
 - (1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.
 - (2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with § 552.231 of the Texas Government Code.
 - (3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of § 552.261(b) of the Texas Government Code.
- (d) Labor charge for locating, compiling, manipulating data, and reproducing public information.
 - (1) The charge for labor costs incurred in processing a request for public information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
 - (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other; or
 - (B) A remote storage facility.
 - (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
 - (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

- (B) To research or prepare a request for a ruling by the attorney general's office pursuant to § 552.301 of the Texas Government Code.
- (4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, § 552.261(a)(1) or (2).
- (5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, § 552.261(b).
- (6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (e) Overhead charge.
- (1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.
- (2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, § 552.261(a)(1) or (2).
- (3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

- (1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.
- (2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

- (1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.
- (2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

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

- (2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.
- (3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System—Rate: mainframe—\$10.00 per CPU minute; Midsize—\$1.50 per CPU minute; Client/Server—\$2.20 per clock hour; PC or LAN—\$1.00 per clock hour.
- (4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .
- (5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the § 552.231 of the Texas Government Code.
 - (i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
 - (j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
 - (k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter 0, § 3.341 and §3.342).
 - (l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.
 - (m) These charges are subject to periodic reevaluation and update.

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

ATTACHMENT 5

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

STATUTORY NOTICE OF POSTING AND RECORDATION OF

ASSOCIATION GOVERNING DOCUMENTS

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

STATUTORY NOTICE OF POSTING AND RECORDATION OF

ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Declaration as the "Restrictions."
2. **Recordation of All Restrictions.** The Association shall file all of the Restrictions in the real property records of each county in which the property to which the Restrictions relate is located. Any dedicatory instrument comprising one of the Restrictions of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.
3. **Online Posting of Restrictions.** The Association shall make all of the Recorded Restrictions relating to the Association or Development available on a website if the Association or the Management Company, on behalf of the Association, if any, maintains a publicly accessible website.

ATTACHMENT 6

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time.

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.
2. **Email Registration.** Should the Owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the Owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the Owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.
3. **Failure to Register.** An Owner may not receive email notification or communication of annual or special meetings of members of the Association should the Owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association's Management Company from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.
4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/20/2019 11:37:21 AM
LAURA 38 Pages(s)
201906021188



Bobbie Koepf

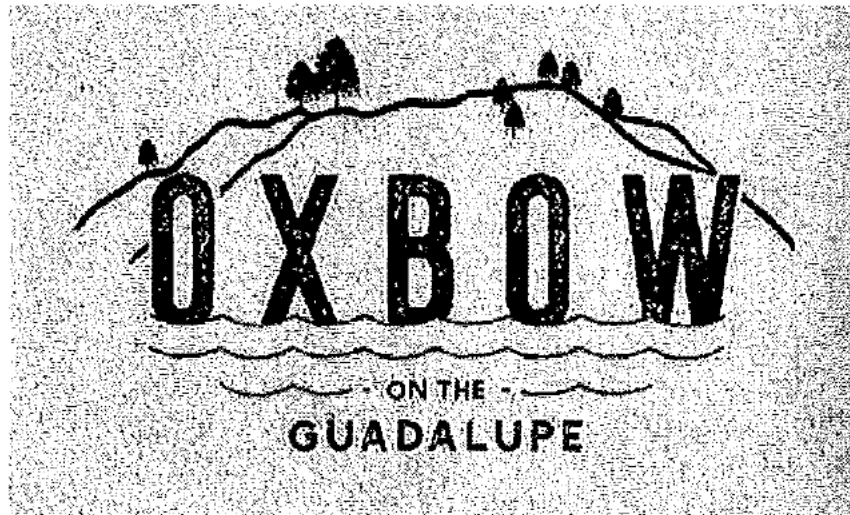
Exhibit "B"

[attach copy of Bylaws]



201906017561 05/23/2019 10:32:41 AM 1/21

After Recording, Return To:
William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



OXBOW ON THE GUADALUPE

BYLAWS

RECEIVED

APR 04 2019

Comal County, Texas

COUNTY ENGINEER

Association: Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation

Cross Reference: *Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe*, recorded as Document No. 201906017560 Comal County Official Public Records.

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**

**ARTICLE I
NAME AND LOCATION**

The name of the nonprofit corporation is the Oxbow on the Guadalupe Homeowners' Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall be located initially in Comal County, Texas, but meetings of members and directors may be held at such places within the State of Texas, County of Comal, as may be designated by the Board.

Notwithstanding anything to the contrary in these Bylaws, a number of provisions are modified by the Declarant's reservations in the certain Declaration of Covenants, Conditions and Restriction for Oxbow on the Guadalupe, recorded in the Official Public Records of Comal County, Texas, including the number, qualification, appointment, removal, and replacement of directors.

**ARTICLE II
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in these Bylaws shall have the meanings hereinafter specified:

Section 2.1. Assessment. "Assessment" or "Assessments" shall mean such sum levied by the Association in the manner and against the Property under the terms and provisions of the Declaration.

Section 2.2. Association. "Association" shall mean and refer to Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation, created or to be created pursuant to the Certificate of Formation, its successors and assigns.

Section 2.3. Association Property. "Association Property" shall mean all real or personal property now or hereafter owned by the Association, including without limitation, all easement estates, licenses, leasehold estates and other interests of any kind in and to real or personal property which are now are hereafter owned or held by the Association.

Section 2.4. Association Rules. "Association Rules" shall mean the rules and regulations adopted by the Board pursuant to the Declaration, as the same may be amended from time to time.

Section 2.5. Board. "Board" shall mean the Board of Directors of the Association.

Section 2.6. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board and as from time to time amended.

Section 2.7. Certificate. "Certificate" shall mean the Certificate of Formation of Oxbow on the Guadalupe Homeowners' Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as the same may from time to time be amended.

Section 2.8. Community Manual. "Community Manual" means the community manual, which may be initially adopted and recorded in the Official Public Records of Comal County, Texas, by Declarant as part of the initial project documentation for the benefit of the Association. The Community Manual may include the Bylaws, Rules and Regulations and other policies governing the Association. The Community Manual may be amended, from time to time, by a Majority of the Board; provided, however, that during the Development Period (as defined in the Declaration), any amendment to the Community Manual must be approved in advance and in writing by Declarant.

Section 2.9. Declarant. "Declarant" shall mean Kona Coast Venture, Ltd., a Texas limited partnership, its successors or assigns; provided that any assignment of the rights of Kona Coast Venture, Ltd., a Texas limited partnership, as Declarant must be expressly set forth in writing recorded in the Official Public Records of Comal County, Texas.

Section 2.10. Declaration. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time.

Section 2.11. Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on the Plat of Oxbow on the Guadalupe, together with all Improvements located thereon, excluding, however, any Common Areas.

Section 2.12. Manager. "Manager" shall mean the person, firm, or corporation, if any, employed by the Association pursuant to the Declaration and delegated the duties, powers, or functions of the Association.

Section 2.13. Member. "Member" or "Members" shall mean any person(s), entity or entities holding membership rights in the Association as provided in the Declaration.

Section 2.14. Mortgage. "Mortgage" or "Mortgages" shall mean any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

Section 2.15. Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any lien or liens upon any portion of the Property.

Section 2.16. Owner. "Owner" or "Owners" shall mean the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but shall not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

Section 2.17. Property. "Property" shall mean and refer to that tract or parcel of land situated in Comal County, Texas, that is more fully described in the Declaration.

Section 2.18. Restrictions. "Restrictions" means, singularly or collectively as the case may be, the Declaration, the Certificate, Bylaws, the Community Manual, the Design Guidelines, if any, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time. An appendix, exhibit, schedule, or certification accompanying a Restriction is part of a Restriction.

ARTICLE III MEETING OF MEMBERS

Section 3.1. Membership. Each Owner of a Lot is a mandatory Member of the Association, as more fully set forth in the Declaration.

Section 3.2. Place of Meetings. Meetings of the Association shall be held where designated by the Board, either within the Property or as convenient as possible and practical.

Section 3.3. Annual Meetings. There shall be an annual meeting of the Members of the Association for the purposes of Association-wide elections or votes and for such other Association business at such reasonable place, date and time as set by the Board.

Section 3.4. Special Meetings. Special meetings of Members may be called in accordance with Section 22.155 of the Texas Business Organizations Code or any successor statute.

Section 3.5. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) and no more than sixty (60) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Any meeting of the Members requiring a vote or election must comply with the notice requirements set forth in this *Section 3.5*.

Section 3.6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting by a Member shall be deemed a waiver of notice of all

business transacted at such meeting unless an objection by a Member on the basis of lack of proper notice is raised before the business is put to a vote.

Section 3.7. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the total votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Certificate, the Declaration, or these Bylaws. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 3.8. Voting. At all meetings of Members, each Member may vote in person, by proxy, electronically or by absentee ballot. All votes that are not made in person shall be in writing, signed by the Member and filed with the Secretary. A proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. Absentee or electronic votes must comply with the provisions of Section 209.00593 of the Texas Property Code.

Section 3.9. Conduct of Meetings. The President or any other person appointed by the Board shall preside over all Association meetings, and the Secretary, or the Secretary's designee, shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 3.10. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated by reference. Except as otherwise provided in the Declaration, action may be taken at any legally convened meeting of the Members upon the affirmative vote of the Members having a Majority of the total votes present at such meeting in person or proxy or by absentee ballot or electronic voting, if such votes are considered present at the meeting as further set forth herein. Cumulative voting shall not be allowed. The person holding legal title to a Lot shall be entitled to cast the vote allocated to such Lot and not the person merely holding beneficial title to the same unless such right is expressly delegated to the beneficial Owner thereof in writing. Any provision in the Association's governing documents that would disqualify an Owner from voting in an Association election of Board Members or on any matter concerning the rights or responsibilities of the Owner is void. In a Board election, each candidate is allowed to name one person to observe the counting of the ballots, provided that the designated observer (i) is prohibited from seeing the name of the Member who cast any ballot, and (ii) shall not be disruptive, and if found to be disruptive, shall be removed.

Section 3.11. Methods of Voting: In Person, Proxies, Absentee Ballots, Electronically.
The voting rights of an Owner may be cast or given: (a) in person or by proxy at a meeting of the Association; (b) by absentee ballot; or (c) by electronic ballot. Any vote cast in an election or vote by a Member of the Association must be in writing and signed by the Member. Electronic

votes constitute written and signed ballots. In an Association election, written and signed ballots are not required for uncontested races.

Votes shall be cast as provided in this Section:

(a) Proxies. Any Member may give a revocable written proxy in the form as prescribed by the Board from time to time to any person authorizing such person to cast the Member's vote on any matter. A Member's vote by proxy is subject to any limitations of Texas law relating to the use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws. No proxy shall be valid unless signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Proxies shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall a proxy be valid more than eleven (11) months after the effective date of the proxy. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot for which it was given.

(b) Absentee and Electronic Ballots. An absentee or electronic ballot: (1) may be counted as an Owner present and voting for the purpose of establishing a quorum only for items appearing on the ballot; (2) may not be counted, even if properly delivered, if the Owner attends any meeting to vote in person, so that any vote cast at a meeting by an Owner supersedes any vote submitted by absentee or electronic ballot previously submitted for that proposal; and (3) may not be counted on the final vote of a proposal if the proposal was amended at the meeting to be different from the exact language on the absentee or electronic ballot. For the purposes of this Section, a nomination taken from the floor in a Board member election is not considered an amendment to the proposal for the election.

(i) Absentee Ballots. No absentee ballot shall be valid unless it is in writing, signed by the Member for which it is given or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. Absentee ballots shall be valid only for the specific meeting for which given and for lawful adjournments of such meeting. In no event shall an absentee ballot be valid after the specific meeting or lawful adjournment of such meeting at which such ballot is counted or upon conveyance of the Lot for which it was given. Any solicitation for votes by absentee ballot must include:

- a. an absentee ballot that contains each proposed action and provides an opportunity to vote for or against each proposed action;

- b. instructions for delivery of the completed absentee ballot, including the delivery location; and
- c. the following language: *“By casting your vote via absentee ballot you will forgo the opportunity to consider and vote on any action from the floor on these proposals, if a meeting is held. This means that if there are amendments to these proposals, your votes will not be counted on the final vote on these measures. If you desire to retain this ability, please attend any meeting in person. You may submit an absentee ballot and later choose to attend any meeting in person, in which case any in person vote will prevail.”*

(ii) *Electronic Ballots.* “Electronic ballot” means a ballot: (a) given by email, facsimile or posting on a website; (b) for which the identity of Owner submitting the ballot can be confirmed; and (c) for which the Owner may receive a receipt of the electronic transmission and receipt of the Owner’s ballot. If an electronic ballot is posted on a website, a notice of the posting shall be sent to each Owner that contains instructions on obtaining access to the posting on the website.

Section 3.12. Tabulation of and Access to Ballots. A person who is a candidate in an Association election or who is otherwise the subject of an Association vote, or a person related to that person within the third degree by consanguinity or affinity may not tabulate or otherwise be given access to the ballots cast in that election or vote except such person may be given access to the ballots cast in the election or vote as part of a recount process. A person tabulating votes in an Association election or vote or who performs a recount pursuant to *Section 3.13* may not disclose to any other person how an individual voted. Notwithstanding any provision of these Bylaws to the contrary, only a person who tabulates votes pursuant to this Section or performs a recount pursuant to *Section 3.13* shall be given access to any Association ballots.

Section 3.13 Recounts. Any Member (the “Recount Requesting Member”) may, not later than the fifteenth (15th) day after the later of the date of any meeting of Members at which an election or vote was held, or the date of the announcement of the results of the election or vote, require a recount of the votes (the “Recount Request”). A Recount Request must be submitted in writing either: (i) by any method of mailing for which evidence of mailing is provided by the United States Postal Service or a common carrier, with signature confirmation service to the Association’s mailing address as reflected on the latest management certificate; or (ii) in person to the Association’s managing agent as reflected on the latest management certificate or to the address to which absentee and proxy ballots are mailed. The Recount Requesting Member shall be required to pay, in advance, expenses associated with the recount as estimated by the Association, pursuant to subsection (a) below.

(a) Cost of Recount. The Association shall estimate the costs for performing the recount by a person qualified to tabulate votes under subsection (b), and no later than the twentieth (20th) day after the date the Association receives the Recount Request, shall send an invoice for the estimated costs (the "Initial Recount Invoice") to the Recount Requesting Member at the Recount Requesting Member's last known address according to the Association's records. The Recount Requesting Member must pay the Initial Recount Invoice in full to the Association on or before the thirtieth (30th) day after the date the Initial Recount Invoice was delivered to the Recount Requesting Member (the "Deadline"). If the Initial Recount Invoice is not paid by the Recount Requesting Member by the Deadline, the Recount Requesting Member's Recount Request shall be considered withdrawn and the Association shall not be required to perform a recount. If the Initial Recount Invoice is paid by the Recount Requesting Member by the Deadline, then on or before the thirtieth (30th) day after the date of receipt of payment of the Invoice, the recount must be completed and the Association must provide each Recount Requesting Member with notice of the results of the recount. If the recount changes the results of the election, the Association shall reimburse the Recount Requesting Member for the cost of the recount not later than the thirtieth (30th) day after the date the results of the recount are provided. If the recount does not change the results of the election, and the estimated costs included on the Initial Recount Invoice are either lesser or greater than the actual costs of the recount, the Association shall send a final invoice (the "Final Recount Invoice") to the Recount Requesting Member on or before the thirtieth (30th) business day after the date the results of the recount are provided. If the Final Recount Invoice reflects that additional amounts are owed by the Recount Requesting Member, the Recount Requesting Member shall remit such additional amounts to the Association immediately. Any additional amounts not paid to the Association by the Recount Requesting Member before the thirtieth (30th) business day after the date the Final Recount Invoice is sent may be charged as an Individual Assessment against the Recount Requesting Member. If the costs estimated in the Initial Recount Invoice costs exceed the amount reflected in the Final Recount Invoice, then the Recount Requesting Member shall be entitled to a refund, which such refund shall be paid at the time the Final Recount Invoice is delivered pursuant to this Section.

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

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

Section 3.14. Action Without a Meeting. Any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated, and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

ARTICLE IV BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 4.1. Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors named in the Certificate. The initial Directors shall serve until their successors are elected and qualified.

(b) In accordance with *Section 4.3* of the Declaration, i.e., no later than the tenth (10th) anniversary of the date the Declaration is Recorded, the President of the Association must have held a meeting of the Members of the Association (the "Initial Member Election Meeting") where the Members will elect one-third of the Board. Prior to the Initial Member Election Meeting, the Board will consist of three (3) persons. At the Initial Member Election Meeting, the Board will increase to five (5) persons. At the Initial Member Election Meeting, the Members will elect two (2) members of the Board, each to serve a one (1) year term ("First Member Elected Directors"). Declarant will continue to appoint and remove two-thirds of the Board (three (3) members of the Board) after the Initial Member Election Meeting until expiration or termination of the Development Period. Notwithstanding the foregoing, the First Member Elected Director's position will expire as of the date of the Member Election Meeting.

(c) At the expiration or termination of the Development Period, the Declarant will thereupon call a meeting of the Members of the Association where the Declarant appointed Directors will resign and the Members, including Declarant, will elect five (5) new directors (to replace all Declarant appointed Directors and the First Member Elected Directors) (the "Member Election Meeting"). Three (3) Directors will be elected for a two (2) year term, and two (2) Directors will be elected for a (1) year term (with the three

(3) individuals receiving the highest number of votes to serve the two (2) year terms and the two (2) individuals receiving the next highest number of votes to serve the one (1) year terms. Upon expiration of the term of a Director elected by the Members pursuant to this *Section 4.1(c)*, his or her successor will be elected for a term of two (2) years.

(d) A Director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed.

(e) Each Director, other than Directors appointed by Declarant, shall be a Member and resident, or in the case of corporate, partnership, or other entity ownership of a Lot, a duly authorized agent or representative of the corporation, the partnership, or other entity which owns the Lot. The corporate, partnership, or other entity Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. Other than as set forth in this subparagraph (e), the Association may not restrict an Owner's right to run for a position on the Board.

Section 4.2. Compensation. The Directors shall serve without compensation for such service. As determined by the Board, Directors may be reimbursed for any reasonable and necessary out-of-pocket expenses.

Section 4.3. Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination; or

(b) A Director who is eligible to be re-elected shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek reelection in a writing addressed to the Board of Directors.

Section 4.4. Vacancies on Board of Directors. Except with respect to Directors appointed by the Declarant, if the office of any elected Director shall become vacant by reason of death, resignation, or disability, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws. Except with respect to Directors appointed by the Declarant, any Board Member whose term has expired or who has been removed from the Board must be elected by the Members.

Section 4.5. Removal of Directors. Subject to the right of Declarant to nominate and appoint Directors as set forth in *Section 4.1* of these Bylaws, an elected Director may be removed, with or without cause, by the vote of Members holding a Majority of the votes entitled to be cast in the Association.

Section 4.6. Solicitation of Candidate for Election to the Board. At least thirty (30) days before the date an Association disseminates absentee ballots or other ballots to Members for the purpose of voting in a Board election, the Association shall provide notice (the "Solicitation Notice") of the election to the Members. The Solicitation Notice shall: (a) solicit candidates that are eligible under *Section 4.1(e)* and interested in running for a position on the Board; (b) state that an eligible candidate has fifteen (15) days to respond to the Solicitation Notice and request to be placed on the ballot; and (c) must be: (1) mailed to each Member; (2) e-mailed to each Member that has registered their e-mail address with the Association; or (3) posted in a conspicuous manner reasonably designed to provide notice to Members, such as: (i) within the Common Area or, with the Member's consent, on other conspicuously located privately owned property within the subdivision; or (ii) on any website maintained by the Association or other internet media.

ARTICLE V MEETINGS OF DIRECTORS

Section 5.1. Development Period. The provisions of this *Article V* do not apply to Board meetings during the Development Period (as defined in the Declaration) during which period the Board may take action by unanimous written consent in lieu of a meeting, except with respect to a meeting conducted for the purpose of: (a) adopting or amending the Restrictions (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.2. Definition of Board Meetings. A meeting of the Board means a deliberation between a quorum of the Board, or between a quorum of the Board and another person, during which Association business is considered and the Board takes formal action.

Section 5.3. Regular Meetings. Regular meetings of the Board shall be held annually or such other frequency as determined by the Board, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 5.4. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days' notice to each Director.

Section 5.5. Quorum. A Majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a Majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board of Directors.

Section 5.6. Open Board Meetings. All regular and special Board meetings must be open to Owners. However, the Board has the right to adjourn a meeting and reconvene in closed executive session to consider actions involving: (a) personnel; (b) pending or threatened litigation; (c) contract negotiations; (d) enforcement actions; (e) confidential communications with the Association's attorney; (f) matters involving the invasion of privacy of individual Owners; or (g) matters that are to remain confidential by request of the affected parties and agreement of the Board. Following an executive session, any decision made by the Board in executive session must be summarized orally in general terms and placed in the minutes. The oral summary must include a general explanation of expenditures approved in executive session.

Section 5.7. Location. Except if otherwise held by electronic or telephonic means, a Board meeting must be held in the county in which all or a part of the property in the subdivision is located or in a county adjacent to that county, as determined in the discretion of the Board.

Section 5.8. Records; Minutes. The Board shall keep a record of each regular or special Board meeting in the form of written minutes of the meeting. The Board shall make meeting records, including approved minutes, available to a Member for inspection and copying on the Member's written request to the Association's managing agent at the address appearing on the most recently filed management certificate or, if there is not a managing agent, to the Board.

Section 5.9. Notices. Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session. The notice shall be: (a) mailed to each Member not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting; or (b) provided at least seventy-two (72) hours before the start of the meeting by: (i) posting the notice in a conspicuous manner reasonably designed to provide notice to Members in a place located on the Association's common area or on any website maintained by the Association; and (ii) sending the notice by e-mail to each Member who has registered an e-mail address with the Association. It is the Member's duty to keep an updated e-mail address registered with the Association. The Board may establish a procedure for registration of email addresses, which procedure may be required for the purpose of receiving notice of Board meetings. If the Board recesses a regular or special Board meeting to continue the following regular business day, the Board is not required to post notice of the continued meeting if the recess is taken in good faith and not to circumvent this Section. If a regular or special Board meeting is continued to the following regular business day, and on that following day the Board continues the meeting to another day, the Board shall give notice of the continuation in at least one manner as set forth above within two (2) hours after adjourning the meeting being continued.

Section 5.10. Unanimous Consent. During the Development Period, Directors may vote by unanimous written consent. Unanimous written consent occurs if all Directors individually or collectively consent in writing to a Board action. The written consent must be filed with the minutes of Board meetings. Action by written consent shall be in lieu of a meeting and has the same force and effect as a unanimous vote of the Directors. As set forth in *Section 5.1*, Directors may not vote by unanimous consent if the Directors are considering any of the following actions: (a) adopting or amending the Restrictions (i.e., declarations, bylaws, rules, and regulations); (b) increasing the amount of Regular Assessments of the Association or adopting or increasing a Special Assessment; (c) electing non-Declarant Board members or establishing a process by which those members are elected; or (d) changing the voting rights of Members.

Section 5.11. Meeting without Prior Notice. The Board may take action outside a meeting, including voting by electronic or telephonic means, without prior notice to the Members if each Board member is given a reasonable opportunity (i) to express his or her opinions to all other Board members and (ii) to vote. Any action taken without notice to Members must be summarized orally, including an explanation of any known actual or estimated expenditures approved at the meeting, and documented in the minutes of the next regular or special Board meeting. The Board may not, unless done in an open meeting for which prior notice was given to the Members pursuant to *Section 5.9* above, consider or vote on: (a) fines; (b) damage assessments; (c) the initiation of foreclosure actions; (d) the initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in assessments; (f) levying of special assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Member before the Member has an opportunity to attend a Board meeting to present the Member's position, including any defense, on the issue; (i) the lending or borrowing of money; (j) the adoption of any amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget that increases the budget by more than ten percent (10%); (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

Section 5.12. Telephone and Electronic Meetings. Any action permitted to be taken by the Board may be taken by telephone or electronic methods provided that: (1) each Board member may hear and be heard by every other Board member; (2) except for any portion of the meeting conducted in executive session: (i) all Members in attendance at the meeting may hear all Board members; and (ii) any Members are allowed to listen using any electronic or telephonic communication method used or expected to be used by a participating Board member at the same meeting; and (3) the notice of the Board meeting provides instructions to the Members on how to access the electronic or telephonic communication method used in the meeting. Participation in such a meeting constitutes presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

**ARTICLE VI
POWERS AND DUTIES OF THE BOARD**

Section 6.1. Powers. The Board shall have power and duty to undertake any of the following actions, in addition to those actions to which the Association is authorized to take in accordance with the Declaration:

(a) Adopt and publish the Association Rules, including regulations governing the use of the Association Property and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right of a Member to use of the Association Property during any period in which such Member shall be in default in the payment of any Assessment levied by the Association, or after notice and hearing, for any period during which an infraction of the Association Rules by such Member exists;

(c) Exercise for the Association all powers, duties and authority vested in or ~~related to the Association and not reserved to the membership by other provisions of the~~ Restrictions;

(d) To enter into any contract or agreement with a municipal agency or utility company to provide electric utility service to all or any portion of the Property;

(e) Declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board;

(f) Employ such employees as they deem necessary, and to prescribe their duties;

(g) As more fully provided in the Declaration, to:

(i) Fix the amount of the Assessments against each Lot in advance of each annual Assessment period and any other Assessments provided by the Declaration; and

(ii) Foreclose the lien against any property for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(h) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid and to levy a reasonable charge for the issuance of these certificates (it being understood that if

a certificate states that an Assessment has been paid, such certificate shall be conclusive evidence of such payment);

(i) Procure and maintain adequate liability and hazard insurance on Association Property;

(j) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(k) Exercise such other and further powers or duties as provided in the Declaration or by law.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 7.1. Enumeration of Offices. The officers of this Association shall be a President, who shall at all times be a member of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time create by resolution. The Board may appoint one or more vice presidents and such other officers and assistant officers as it deems necessary.

Section 7.2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.

Section 7.3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he resigns sooner, or shall be removed, or otherwise disqualified to serve.

Section 7.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6. Vacancies. A vacancy in any office may be filled through appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to *Section 7.4*.

Section 7.8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The Vice President, if any, shall generally assist the President and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him by the President or the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Assistant Secretaries. Each Assistant Secretary, if any, shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to him or her by the Secretary, the President, the Board or any committee established by the Board.

(e) Treasurer. The Treasurer, if any, shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account in appropriate form such that they could be audited by a public accountant whenever ordered by the Board or the membership; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members. In the event no Treasurer is then serving, the President shall be empowered with the Treasurer's duties.

Section 7.9. Execution of Instruments. Except when the Restrictions require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association, including without limitation checks from the Association's bank account. In the absence of Board designation, and unless otherwise provided herein, the President and the Secretary are the only persons authorized to execute instruments on behalf of the Association.

**ARTICLE VIII
OTHER COMMITTEES OF THE BOARD OF DIRECTORS**

The Board may, by resolution adopted by affirmative vote of a majority of the number of Directors fixed by these Bylaws, designate two or more Directors (with such alternates, if any, as may be deemed desirable) to constitute another committee or committees for any purpose; provided, that any such other committee or committees shall have and may exercise only the power of recommending action to the Board and of carrying out and implementing any instructions or any policies, plans, programs and rules theretofore approved, authorized and adopted by the Board.

**ARTICLE IX
BOOKS AND RECORDS**

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

**ARTICLE X
ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessments are made. Assessments shall be due and payable in accordance with the Declaration.

**ARTICLE XI
CORPORATE SEAL**

The Association may, but shall have no obligation to, have a seal in a form adopted by the Board.

**ARTICLE XII
AMENDMENTS**

These Bylaws may be amended by: (i) the Declarant until expiration or termination of the Development Period; or (ii) a Majority vote of the Board of Directors with the advance written consent of the Declarant until expiration or termination of the Development Period.

**ARTICLE XIII
INDEMNIFICATION OF DIRECTORS AND OFFICERS**

The Association shall indemnify every director, officer or committee member against, and reimburse and advance to every director, officer and committee member for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Texas Business Organizations Code and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no director, officer or committee member shall be indemnified for: (a) a breach of duty of loyalty to the Association or its Members; (b) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (c) a transaction from which such director, officer or committee member received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (d) an act or omission for which the liability of such director, officer or committee member is expressly provided for by statute.

ARTICLE XIV MISCELLANEOUS

Section 14.1. Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of formation.

Section 14.2. Review of Statutes and Court Rulings. Users of these Bylaws should also review statutes and court rulings that may modify or nullify provisions of this document or its enforcement, or may create rights or duties not anticipated by these Bylaws.

Section 14.3. Conflict. In the case of any conflict between the Certificate and these Bylaws, the Certificate shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. In the case of any conflict between these Bylaws and any provision of the applicable laws of the State of Texas, the conflicting aspect of the Bylaws provision is null and void, but all other provisions of these Bylaws remain in full force and effect.

Section 14.4. Interpretation. The effect of a general statement is not limited by the enumerations of specific matters similar to the general. The captions or articles and sections are inserted only for convenience and are in no way to be construed as defining or modifying the text to which they refer. The singular is construed to mean the plural, when applicable, and the use of masculine or neuter pronouns includes the feminine.

Section 14.5. No Waiver. No restriction, condition, obligation, or covenant contained in these Bylaws may be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

[SIGNATURE PAGE TO FOLLOW]

**ADDED TO EFFECT
SCANNING PER COMAL
COUNTY CLERK**

[EXECUTION PAGE TO BYLAWS]

CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Bylaws of Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation.

IN WITNESS WHEREOF, I hereunto set my hand this the 4th day of April, 2019.

Oxbow on the Guadalupe Homeowners' Association, Inc. a Texas nonprofit corporation

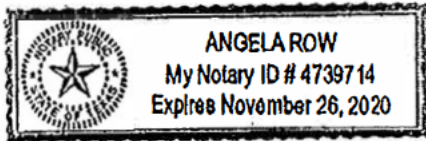
By: [Signature]
William Koriath, President

NOTARY ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF Comal §

BEFORE ME, the undersigned authority, on this 4th day of April, 2019, personally appeared, William Koriath, President of Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of the Association.



[Signature]
Notary Public in and for the State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/23/2019 10:32:41 AM
CASHFOUR 21 Page(s)
201906017561

Bobbie Koepf

After Recording, Return To:
William P. McLean
McLean & Howard, L.L.P.
901 S. Mopac Expressway
Building 2, Suite 225
Austin, Texas 78746



OXBOW ON THE GUADALUPE
COMMUNITY MANUAL

Declarant: Kona Coast Venture, Ltd., a Texas limited partnership

Cross reference to that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, Official Public Records of Comal County, Texas.

Cross reference to that certain Bylaws for Oxbow on the Guadalupe, recorded as Document No. 201906017561, Official Public Records of Comal County, Texas.

[SIGNATURE PAGE TO COMMUNITY MANUAL]

This Community Manual becomes effective when Recorded.

DECLARANT:

KONA COAST VENTURE, LTD.,
a Texas limited partnership

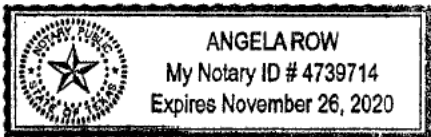
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

THE STATE OF TEXAS §
 §
COUNTY OF Comal §

This instrument was acknowledged before me this 1st day of June, 2019,
by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the
General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, on behalf of said
entities.


Notary Public Signature



OXBOW ON THE GUADALUPE

COMMUNITY MANUAL

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1.	Certificate of Formation	Attachment 1
2.	Fine and Enforcement Policy	Attachment 2
3.	Assessment Collection Policy	Attachment 3
4.	Records Inspection, Copying, and Retention Policy	Attachment 4
5.	Statutory Notice of Posting and Recordation of Association Governance Documents	Attachment 5
6.	Email Registration Policy	Attachment 6

COMMUNITY MANUAL

for

OXBOW ON THE GUADALUPE

A Master Planned Community in Comal County, Texas

Kona Coast Venture, Ltd., a Texas limited partnership, is the developer of Oxbow on the Guadalupe (the “Community”). The guiding principles for the Community have been set forth in the Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe (the “Declaration”), the Design Guidelines, if any, and this Community Manual (collectively referred to as the “Restrictions”), all of which are recorded in the property records by the developer generally prior to the time that you purchased your property. The Restrictions contain covenants, conditions and restrictions which not only encumber your property, but also have a legal and binding effect on all Owners and occupants in the Community, now or in the future.

Under the Restrictions, the developer is the “Declarant” who has reserved certain rights to facilitate the development, construction, and marketing of the Community, including its size, shape and composition, while the Community is being built out (the “Development Period”). Furthermore, the Restrictions identify and set forth the obligations of Oxbow on the Guadalupe Homeowners’ Association, Inc., the nonprofit corporation created by the Declarant to exercise the authority and assume the powers described in the Declaration (the “Association”). Integral to the functioning of the Community, the Association’s roles include owning, operating and maintaining various Common Areas and Community amenities, as well as administering and enforcing all of the Restrictions.

Other specific Restrictions include such instruments as the Certificate of Formation and Bylaws, which set forth the corporate governance structure of the Association, as well as the various Rules, which include rules, regulations, policies and procedures outlining the operation of the Association and required standards for use of property, activities and conduct (the “Association Documents”). Except for the Bylaws, it is the Association Documents which are included within this Community Manual, as further set forth herein. The Bylaws have been recorded separately, under Document No. 201906017561, Official Public Records of Comal County, Texas.

Capitalized terms used but not defined in this Community Manual shall have the meaning subscribed to such terms in the Declaration.

ATTACHMENT 1

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

CERTIFICATE OF FORMATION



Office of the Secretary of State

CERTIFICATE OF FILING OF

Oxbow on the Guadalupe Homeowners' Association, Inc.
File Number: 803228077

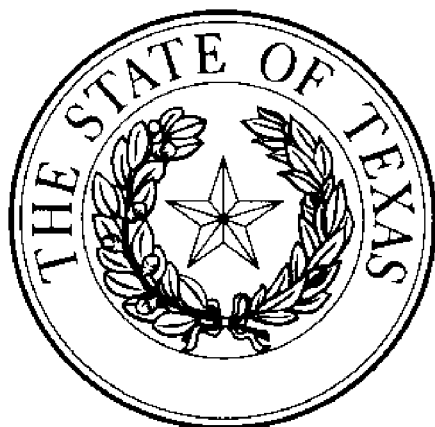
The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/01/2019

Effective: 02/01/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

CERTIFICATE OF FORMATION

OF

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

The undersigned natural person, being of the age of eighteen (18) years or more, a citizen of the State of Texas, acting as organizer of a nonprofit corporation under the Texas Business Organizations Code, does hereby adopt the following Certificate of Formation for such corporation:

**ARTICLE I
NAME**

The name of the corporation is Oxbow on the Guadalupe Homeowners' Association, Inc. (hereinafter called the "Association").

**ARTICLE II
NONPROFIT CORPORATION**

The Association is a nonprofit corporation.

**ARTICLE III
DURATION**

The Association shall exist perpetually.

**ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized in accordance with, and shall operate for nonprofit purposes pursuant to, the Texas Business Organizations Code, and does not contemplate pecuniary gain or profit to its members. In furtherance of its purposes, the Association shall have the following powers which, unless indicated otherwise by this Certificate of Formation, are set forth in that certain Declaration of Covenants, Conditions and Restrictions, recorded in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration"), the Bylaws, or Applicable Law, may be exercised by the Board of Directors:

- (a) all rights and powers conferred upon nonprofit corporations by Applicable Law;
- (b) all rights and powers conferred upon property associations by Applicable Law, in effect from time to time, provided, however, that the Association shall not have the power to institute, defend, intervene in, settle or compromise proceedings in the name of any Owner or Member; and

- (c) all powers necessary, appropriate, or advisable to perform any purpose or duty of the Association as set out in this Certificate of Formation, the Bylaws, the Declaration, or Applicable Law.

Notwithstanding any provision in *Article XIV* to the contrary, any proposed amendment to the provisions of this *Article IV* shall be adopted only upon an affirmative vote of Members holding one-hundred percent (100%) of the total number of votes of the Association and the Declarant during the Development Period.

Terms used but not defined in this Certificate of Formation, shall have the meaning subscribed to such terms in the Declaration.

ARTICLE V REGISTERED OFFICE; REGISTERED AGENT

The street address of the initial registered office of the Association is **11860 FM 306, New Braunfels, Texas 78132**. The name of its initial registered agent at such address is **William Koriath**.

ARTICLE VI MEMBERSHIP

Membership in the Association shall be dependent upon ownership of a qualifying property interest as defined and set forth in the Declaration. Any person or entity acquiring such a qualifying property interest shall automatically become a member of the Association, and such membership shall be appurtenant to, and shall run with, the property interest. The foregoing shall not be deemed or construed to include persons or entities holding an interest merely as security for performance of an obligation. Membership may not be severed from or in any way transferred, pledged, mortgaged, or alienated except together with the title to the qualifying property interest, and then only to the transferee of title to said property interest. Any attempt to make a prohibited severance, transfer, pledge, mortgage, or alienation shall be void.

ARTICLE VII VOTING RIGHTS

Voting rights of the members of the Association shall be determined as set forth in the Declaration.

**ARTICLE VIII
ORGANIZER**

The name and street address of the organizer is:

<u>NAME</u>	<u>ADDRESS</u>
Leslie Keyser	901 South Mopac Expressway Building II, Suite 225 Austin, Texas 78746

**ARTICLE IX
BOARD OF DIRECTORS**

The affairs of the Association shall be managed by an initial Board of Directors consisting of three (3) individuals, who need not be members of the Association. The Board shall fulfill all of the functions of, and possess all powers granted to, Boards of Directors of nonprofit corporations pursuant to the Texas Business Organizations Code. The number of Directors of the Association may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of initial Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
William Koriioth	3400 Oakmont Blvd. Austin, TX 78703
John Selman	315 S. Ronay Dr Spicewood, TX 78669
Ann Koriioth	2305 Barton Creek Blvd, Unit 34 Austin, TX 78735

All of the powers of the Association shall be exercised by the Board of Directors named above until their successors are elected or appointed in accordance with the Declaration.

**ARTICLE X
LIMITATION OF DIRECTOR LIABILITY**

A member of the Board of Directors shall not be personally liable to the Association for monetary damages for any act or omission in his capacity as a board member, except to the extent otherwise expressly provided by Applicable Law. Any repeal or modification of this Article shall be prospective only, and shall not adversely affect any limitation of the personal liability of a member of the Board of Directors existing at the time of the repeal or modification.

ARTICLE XI INDEMNIFICATION

Each person who acts as a member of the Board of Directors, officer or committee member of the Association shall be indemnified by the Association against any costs, expenses and liabilities which may be imposed upon or reasonably incurred by him in connection with any civil or criminal action, suit or proceeding in which he may be named as a party defendant or in which he may be a witness by reason of his or her being or having been a member of the Board of Directors, officer, or committee member of the Association, or by reason of any action alleged to have been taken or omitted by him or her in either such capacity. Such indemnification shall be provided in the manner and under the terms, conditions and limitations set forth in *Section 4.7* of the Declaration.

ARTICLE XII DISSOLUTION

The Association may be dissolved with the written and signed consent of not less than ninety percent (90%) of the total number of votes of the Association, as determined under the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

ARTICLE XIII ACTION WITHOUT MEETING

Any action required or permitted by Applicable Law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if written consent specifically authorizing the proposed action is signed by the Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all the Members entitled to vote thereon were present. If the action is proposed by the Association, the Board of Directors shall provide each member of the Association written notice at least ten (10) days in advance of the date the Board of Directors proposes to initiate securing consent as contemplated by this *Article XIII*. Consents obtained pursuant to this *Article XIII* shall be dated and signed within sixty (60) days after receipt of the earliest dated consent and delivered to the Association at its principal place of business in Texas. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action.

**ARTICLE XIV
AMENDMENT**

Except as otherwise provided by the terms and provisions of *Article IV* of this Certificate of Formation, this Certificate of Formation may be amended by a Majority of the Board of Directors; provided, however, that any amendment to this Certificate of Formation by a Majority of the Board of Directors must be approved in advance and in writing by the Declarant during the Development Period.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand, this 18th
day of February, 2019.



Leslie Keyser, Organizer

ATTACHMENT 2

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

FINE AND ENFORCEMENT POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

FINE AND ENFORCEMENT POLICY

1. **Background.** Oxbow on the Guadalupe is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (“Declaration”). In accordance with the Declaration, Oxbow on the Guadalupe Homeowners’ Association, Inc., a Texas nonprofit corporation (the “Association”), was created to administer the terms and provisions of the Declaration. Unless the Declaration or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the “Board”). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), and any rules and regulations promulgated by the Association pursuant to the Declaration, as each may be adopted and amended from time to time (collectively, the “Restrictions”), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

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

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

2. **Policy.** The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association’s use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. **Owner’s Liability.** An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. **Amount.** The Association may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation, and

should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.

5. **Violation Notice.** Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known address as shown in the Association records) (the "**Violation Notice**") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Service Members Civil Relief Act (50 U.S.C. app. section *et seq.*), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

- A. **First Violation.** If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) - (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the *Schedule of Fines* may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
- B. **Uncurable Violation/Violation of Public Health or Safety.** If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
- C. **Repeat Violation without Attempt to Cure.** If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property

Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.

6. **Violation Hearing.** If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Management Company (or the Board if there is no Management Company) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing at least ten (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and Request for hearing should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as **Exhibit A**.

7. **Due Date.** Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final

decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

8. **Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 6.9* of the Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 6.1(b)* of the Declaration. Unless otherwise provided in *Section 6.12* of the Declaration, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to *Article 6* of the Declaration.
9. **Levy of Fine.** Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
10. **Foreclosure.** The Association may not foreclose its assessment lien on a debt consisting solely of fines.
11. **Amendment of Policy.** This policy may be revoked or amended from time to time by the Board (with the approval of the Declarant during the Development Period). This policy will remain effective until the Association records an amendment to this policy in the Comal County Official Public Records.

SCHEDULE OF FINES

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The Board also reserves the right to set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effect of the violation:

FINES*

New Violation:

Notice of Violation

Fine Amount:

\$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)

Repeat Violation (No Right to Cure or Uncurable Violation):

1st Notice

\$50.00

2nd Notice

\$75.00

3rd Notice

\$100.00

4th Notice

\$125.00

Continuous Violation:

Continuous Violation Notice

Fine Amount:

Amount TBD

*The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT A

HEARING BEFORE THE BOARD

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

I. Introduction:

Hearing Officer: The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

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

II. Presentation of Facts:

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

[Presentations]

III. Discussion:

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

IV. Resolution:

Hearing Officer: This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution, if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

ATTACHMENT 3

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

ASSESSMENT COLLECTION POLICY

Oxbow on the Guadalupe is a community (the "Community") created by and subject to Oxbow on the Guadalupe Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, and any amendments or supplements thereto ("Declaration"). The operation of the Community is vested in Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation (the "Association"), acting through its board of directors (the "Board"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, the Design Guidelines (if adopted), and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "Restrictions"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Restrictions.

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

SECTION 1. DELINQUENCIES, LATE CHARGES, AND INTEREST

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

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

1-C. **Late Fees and Interest.** If the Association does not receive full payment of an Assessment by 5:00 p.m. on the due date established by the Board, the Association may levy a late fee of \$25.00 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of 1½% per month) until paid in full.

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

1-E. **Insufficient Funds.** The Association may levy a charge of \$25.00 for any check returned to the Association marked "not sufficient funds" or the equivalent.

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

SECTION 2. INSTALLMENTS AND ACCELERATION

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

SECTION 3. PAYMENTS

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

- (1) Delinquent Assessments
- (2) Current Assessments
- (3) Attorney fees and costs associated with delinquent Assessments
- (4) Other attorney's fees
- (5) Fines
- (6) Any other amount

3-B. **Payment Plans**. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner in their sole and absolute discretion. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. The Association is not required to make a payment plan available to a Member after the Delinquency Cure Period allowed under *Paragraph 5-B* expires. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in *Paragraph 3-A*.

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

3-D. **Partial and Conditioned Payment**. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the

Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

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

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

SECTION 4. LIABILITY FOR COLLECTION COSTS

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

SECTION 5. COLLECTION PROCEDURES

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

5-B. **Delinquency Notices.** If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by certified mail, stating: (a) the amount delinquent and the total amount of the payment required to make the account current, (b) the options the Owner has to avoid having the account turned over to a collection agent, as such term is defined in Texas Property Code Section 209.0064, including information regarding availability of a payment plan through the Association, and (c) that the Owner has thirty (30) days for the Owner to cure the delinquency before further collection action is taken (the "**Delinquency Cure Period**"). The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.

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

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

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

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

5-G. **Collection by Attorney.** If the Owner's account remains delinquent for a period of ninety (90) days, the Management Company of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses. Upon referral of a delinquent account to the Association's attorney, the Association's attorney will provide the following notices and take the following actions unless otherwise directed by the Board:

- (1) **Initial Notice:** Preparation of the Initial Notice of Demand for Payment Letter. If the account is not paid in full within thirty (30) days (unless such notice has previously been provided by the Association), then
- (2) **Lien Notice:** Preparation of the Lien Notice and Demand for Payment Letter and Recordation of a Notice of Unpaid Assessment Lien. If the account is not paid in full within thirty (30) days, then
- (3) **Final Notice:** Preparation of the Final Notice of Demand for Payment Letter and Intent to Foreclose and Notice of Intent to Foreclose to Lender. If the account is not paid in full within thirty (30) days, then
- (4) **Foreclosure of Lien:** Only upon specific approval by a majority of the Board.

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

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

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

SECTION 6. GENERAL PROVISIONS

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

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

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

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

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

ATTACHMENT 4

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

RECORDS INSPECTION, COPYING AND RETENTION POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

RECORDS INSPECTION, COPYING AND RETENTION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas (the "Declaration"), as the same may be amended from time to time.

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

1. **Written Form**. The Association shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
2. **Request in Writing; Pay Estimated Costs in Advance**. An Owner (or an individual identified as an Owner's agent, attorney or certified public accountant, provided the designation is in writing and delivered to the Association) may submit a written request via certified mail to the Association's mailing address or authorized representative listed in the management certificate to access the Association's records. The written request must include sufficient detail describing the books and records requested and whether the Owner desires to inspect or copy the records. Upon receipt of a written request, the Association may estimate the costs associated with responding to each request, which costs may not exceed the costs allowed pursuant to Texas Administrative Code Section 70.3, as may be amended from time to time (a current copy of which is attached hereto). Before providing the requested records, the Association will require that the Owner remit such estimated amount to the Association. The Association will provide a final invoice to the Owner on or before the thirtieth (30th) business day after the records are provided by the Association. If the final invoice includes additional amounts due from the requesting party, the additional amounts, if not reimbursed to the Association before the thirtieth (30th) business day after the date the invoice is sent to the Owner, may be added to the Owner's account as an Assessment. If the estimated costs exceeded the final invoice amount, the Owner is entitled to a refund, and the refund shall be issued to the Owner not later than the thirtieth (30th) business day after the date the final invoice is sent to the Owner.
3. **Period of Inspection**. Within ten (10) business days from receipt of the written request, the Association must either: (1) provide the copies to the Owner; (2) provide available inspection dates; or (3) provide written notice that the Association cannot produce the documents within the ten (10) business days along with either: (i) another date within an additional fifteen (15) business days on which the records may either be inspected or by which the copies will be sent to the Owner; or (ii) a notice that after a diligent search, the requested records are missing and cannot be located.

4. **Records Retention.** The Association shall keep the following records for at least the time periods stated below:
 - (a) **Permanent:** The Articles of Incorporation or the Certificate of Formation, the Bylaws and the Declaration, any and all other governing documents, guidelines, rules, regulations and policies and all amendments thereto Recorded in the property records to be effective against any Owner and/or Member of the Association.
 - (b) **Four (4) Years:** Contracts with a term of more than one (1) year between the Association and a third party. The four (4) year retention term begins upon expiration of the contract term.
 - (c) **Five (5) Years:** Account records of each Owner. Account records include debit and credit entries associated with amounts due and payable by the Owner to the Association and written or electronic records related to the Owner and produced by the Association in the ordinary course of business.
 - (d) **Seven (7) Years:** Minutes of all meetings of the Board and the Owners.
 - (e) **Seven (7) Years:** Financial books and records produced in the ordinary course of business, tax returns and audits of the Association.
 - (f) **General Retention Instructions:** “Permanent” means records which are not to be destroyed. Except for contracts with a term of one (1) year or more (See item 4.(b) above), a retention period starts on the last day of the year in which the record is created and ends on the last day of the year of the retention period. For example, if a record is created on June 14, 2016, and the retention period is five (5) years, the retention period begins on December 31, 2016 and ends on December 31, 2021. If the retention period for a record has elapsed and the record will be destroyed, the record should be shredded or otherwise safely and completely destroyed. Electronic files should be destroyed to ensure that data cannot be reconstructed from the storage mechanism on which the record resides.
5. **Confidential Records.** As determined in the discretion of the Board, certain Association records, such as personnel files, Owner accounts or other personal information (except addresses), may be kept confidential, unless the Owner requesting the records provides a court order or written authorization from the person whose records are sought.
6. **Attorney Files.** Attorney’s files and records relating to the Association (excluding invoices requested by an Owner pursuant to Texas Property Code Section 209.008(d)), are not records of the Association and are not: (a) subject to inspection by the Owner; or (b) subject to production in a legal proceeding. If a document in an attorney’s files and records relating to the Association would be responsive to a legally authorized request to inspect or copy Association documents, the document shall be produced by using the copy from the attorney’s files and records if the Association has not maintained a

separate copy of the document. The Association is not required under any circumstance to produce a document for inspection or copying that constitutes attorney work product or that is privileged as an attorney-client communication.

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

TEXAS ADMINISTRATIVE CODE

TITLE 1, PART 3, CHAPTER 70

RULE §70.3 - CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

- (a) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, governmental bodies other than agencies of the state, may request an exemption in accordance with §70.4 of this title (relating to Requesting an Exemption).
- (b) Copy charge.
- (1) Standard paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.
- (2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
- (A) Diskette—\$1.00;
 - (B) Magnetic tape—actual cost;
 - (C) Data cartridge—actual cost;
 - (D) Tape cartridge—actual cost;
 - (E) Rewritable CD (CD-RW)—\$1.00;
 - (F) Non-rewritable CD (CD-R)—\$1.00;
 - (G) Digital video disc (DVD)—\$3.00;
 - (H) JAZ drive—actual cost;
 - (I) Other electronic media—actual cost;
 - (J) VHS video cassette—\$2.50;
 - (K) Audio cassette—\$1.00;

- (L) Oversize paper copy (*e.g.*, 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper—See also § 70.9 of this title)—\$.50; and
 - (M) Specialty paper (*e.g.*, Mylar, blueprint, blue-line, map, photographic)—actual cost.
- (c) Labor charge for programming. If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the governmental body may charge for the programmer's time.
 - (1) The hourly charge for a programmer is \$28.50 an hour. Only programming services shall be charged at this hourly rate.
 - (2) Governmental bodies that do not have in-house programming capabilities shall comply with requests in accordance with § 552.231 of the Texas Government Code.
 - (3) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of § 552.261(b) of the Texas Government Code.
- (d) Labor charge for locating, compiling, manipulating data, and reproducing public information.
 - (1) The charge for labor costs incurred in processing a request for public information is \$15.00 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.
 - (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other; or
 - (B) A remote storage facility.
 - (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
 - (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the Texas Government Code, Subchapter C, Chapter 552; or

- (B) To research or prepare a request for a ruling by the attorney general's office pursuant to § 552.301 of the Texas Government Code.
- (4) When confidential information pursuant to a mandatory exception of the Act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to Texas Government Code, § 552.261(a)(1) or (2).
- (5) If the charge for providing a copy of public information includes costs of labor, a governmental body shall comply with the requirements of Texas Government Code, Chapter 552, § 552.261(b).
- (6) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (e) Overhead charge.
- (1) Whenever any labor charge is applicable to a request, a governmental body may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If a governmental body chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection. Although an exact calculation of costs will vary, the use of a standard charge will avoid complication in calculating such costs and will provide uniformity for charges made statewide.
- (2) An overhead charge shall not be made for requests for copies of fifty (50) or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to Texas Government Code, § 552.261(a)(1) or (2).
- (3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times .20 = \3.00 ; or Programming labor charge, $\$28.50 \times .20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times .20 = \8.70 .

(f) Microfiche and microfilm charge.

- (1) If a governmental body already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the governmental body should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction. The Texas State Library and Archives Commission has the capacity to reproduce microfiche and microfilm for governmental bodies. Governmental bodies that do not have in-house capability to reproduce microfiche or microfilm are encouraged to contact the Texas State Library before having the reproduction made commercially.
- (2) If only a master copy of information in microfilm is maintained, the charge is \$.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.

(g) Remote document retrieval charge.

- (1) Due to limited on-site capacity of storage documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort should be made by governmental bodies to store current records on-site. State agencies are encouraged to store inactive or non-current records with the Texas State Library and Archives Commission. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.
- (2) If a governmental body has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (d)(1) of this section.

(h) Computer resource charge.

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

- (2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.
- (3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Each governmental body using this cost recovery charge shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System—Rate: mainframe—\$10.00 per CPU minute; Midsize—\$1.50 per CPU minute; Client/Server—\$2.20 per clock hour; PC or LAN—\$1.00 per clock hour.
- (4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (d) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10 / 3 = \3.33 ; or $\$10 / 60 \times 20 = \3.33 .
- (5) A governmental body that does not have in-house computer capabilities shall comply with requests in accordance with the § 552.231 of the Texas Government Code.
 - (i) Miscellaneous supplies. The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
 - (j) Postal and shipping charges. Governmental bodies may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
 - (k) Sales tax. Pursuant to Office of the Comptroller of Public Accounts' rules sales tax shall not be added on charges for public information (34 TAC, Part 1, Chapter 3, Subchapter 0, § 3.341 and §3.342).
 - (l) Miscellaneous charges: A governmental body that accepts payment by credit card for copies of public information and that is charged a "transaction fee" by the credit card company may recover that fee.
 - (m) These charges are subject to periodic reevaluation and update.

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

ATTACHMENT 5

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

STATUTORY NOTICE OF POSTING AND RECORDATION OF

ASSOCIATION GOVERNING DOCUMENTS

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

STATUTORY NOTICE OF POSTING AND RECORDATION OF

ASSOCIATION GOVERNING DOCUMENTS

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration").

1. **Dedicatory Instruments.** As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the Declaration, or any similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' association; (b) properly adopted rules and regulations of the property owners' association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The term "dedicatory instrument" is referred to in this notice and the Declaration as the "Restrictions."
2. **Recordation of All Restrictions.** The Association shall file all of the Restrictions in the real property records of each county in which the property to which the Restrictions relate is located. Any dedicatory instrument comprising one of the Restrictions of the Association has no effect until the instrument is filed in accordance with this provision, as set forth in Texas Property Code Section 202.006.
3. **Online Posting of Restrictions.** The Association shall make all of the Recorded Restrictions relating to the Association or Development available on a website if the Association or the Management Company, on behalf of the Association, if any, maintains a publicly accessible website.

ATTACHMENT 6

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

EMAIL REGISTRATION POLICY

Terms used but not defined in this policy will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 201906017560 in the Official Public Records of Comal County, Texas, as the same may be amended from time to time.

1. **Purpose.** The purpose of this Email Registration Policy is to facilitate proper notice of annual and special meetings of members of the Association pursuant to Section 209.0051(e) of the Texas Property Code.
2. **Email Registration.** Should the Owner wish to receive any and all email notifications of annual and special meetings of members of the Association, it is the Owner's sole responsibility to register his/her email address with the Association and to continue to keep the registered email address updated and current with the Association. In order to register an email address, the Owner must provide their name, address, phone number and email address through the method provided on the Association's website, if any, and/or to the official contact information provided by the Association for the community manager.
3. **Failure to Register.** An Owner may not receive email notification or communication of annual or special meetings of members of the Association should the Owner fail to register his/her email address with the Association and/or properly and timely maintain an accurate email address with the Association. Correspondence to the Association and/or Association's Management Company from an email address or by any method other than the method described in Paragraph No. 2 above will not be considered sufficient to register such email address with the Association.
4. **Amendment.** The Association may, from time to time, modify, amend, or supplement this Policy or any other rules regarding email registration.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/20/2019 11:37:21 AM
LAURA 38 Pages(s)
201906021188



Bobbie Koepf

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO THE
COMMUNITY MANUAL FOR OXBOW ON THE GUADALUPE]

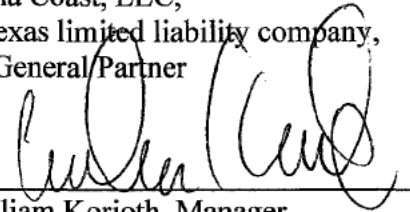
EXECUTED this the 19th day of September, 2019.

DECLARANT:

OXBOW LAND PARTNERS, LLC,
a Texas limited liability company

By: Kona Coast Venture, Ltd.,
a Texas limited partnership, its Member

By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

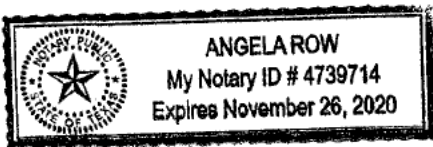
By: 
William Koriath, Manager

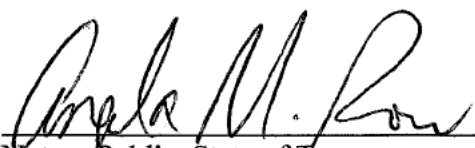
STATE OF TEXAS

COUNTY OF Comal

§
§
§

This instrument was acknowledged before me on this 19th day of September, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, the Member of Oxbow Land Partners, LLC, a Texas limited liability company, on behalf of said entities.




Notary Public, State of Texas

After Recording, Please Return to:
McLean & Howard, LLP
Barton Oaks Plaza, Building 2, Suite 225
901 S. Mopac Expressway
Austin, Texas 78746
Attention: William P. McLean

ATTACHMENT 7

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

RIVERFRONT PARK AND ACCESS AREA RULES

Terms used but not defined in these Rules will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration").

ARTICLE 1 PURPOSE

The purpose of these Riverfront Park and Access Area Rules (the "**Rules**") is to define the policies, procedures and rules for use of the riverfront park and access area (the "**Riverfront Park and Access Area**") managed by the Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation (the "**Association**") or its Management Company. These Rules are designed to ensure all Oxbow on the Guadalupe community facilities and river access provided from the Riverfront Park and Access Area are fun, safe, and sanitary areas for the enjoyment of Owners, Owners' Tenants (as defined below) and guests. The Declarant during the Development Period and the Board of Directors of the Association thereafter is responsible for adopting all Rules related to the Property. The Declarant during the Development Period and the Board of Directors of the Association thereafter reserves the right to modify or amend these Rules at any time. The Association has the right to interpret and enforce the Rules. Any questions as to the meaning of any part of these Rules, including any attached addendums and policies, shall be submitted to the Association.

ARTICLE 2 RIVER ACCESS

2.1. **Access Rights.** Only Owners in "Good Standing" with the Association and their Tenants (as defined below) and guests will be allowed to utilize the Riverfront Park and Access Area. As used herein, "**Good Standing**" shall be defined as meeting each of the following requirements:

- (i) All Assessments, fees and/or fines posted to an Owner's account are current;
- (ii) An Owner's Lot is in compliance and free of violations as determined by the Association, in its sole discretion; and
- (iii) An Owner does not have current or pending litigation with the Association.

An Owner in Good Standing who leases their Lot may assign their access rights to the Riverfront Park and Access Area to their designated tenant ("**Tenant**"). An Owner may not hold access rights to the Riverfront Park and Access Area during the same time period in which such access rights are assigned to a Tenant.

2.2. **Tenant Access Rights.** If the Owner of a leased Lot is not currently in Good Standing, the Tenant's access rights to the Riverfront Park and Access Area may be suspended or terminated as set forth in these Rules.

2.3. **Guests Access Rights.** All guests must be accompanied by an Owner or Tenant in order to use the Riverfront Park and Access Area.

ARTICLE 3 GENERAL RULES

3.1. **Conduct.** All Owners, Tenants and their guests using the Riverfront Park and Access Area are expected to conduct themselves in a responsible, courteous, and safe manner, and shall refrain from improper or disruptive conduct toward other Owners, Tenants and their guests.

3.2. **Hours.** The Riverfront Park and Access Area is available for use during normal operating hours to be established and/or posted or distributed by the Association and/or Management Company or which may be found on the Association's website. The Association and/or Management Company may modify normal operating hours as needed without notice. The Association and/or Management Company shall have the ability to close all or any portion of the Riverfront Park and Access Area, for any necessary maintenance, health or safety precautions.

3.3. **Children.** Children younger than the age of eighteen (18) years of age must be accompanied by an adult while utilizing the Riverfront Park and Access Area.

3.4. **Pets.** Leashed, well-behaved pets are allowed in the Riverfront Park and Access Area; however, the Association or Management Company may require any Owner, Tenant or guest to remove any offending pet, in the Association or Management Company's sole and absolute discretion. All waste generated by a pet while in the Riverfront Park and Access Area must be collected by the pet's owner or handler and disposed of in an appropriate trash receptacle.

3.5. **Vehicles.** Vehicles must be parked in designated areas.

3.6. **Trash and Debris.** Owners, Tenants and their guests are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

3.7. **Private Rental.** The Riverfront Park and Access Area shall be used on a first-come, first-served basis. No private rental of the Riverfront Park and Access Area is allowed; however, the Association reserves the right to provide community events, in its sole discretion. The Association has the authority to reserve all or any portion of the Riverfront Park and Access Area that is not available for private rental to Owners or Tenants.

3.8. **Fireworks.** Fireworks of any kind are strictly prohibited within Oxbow on the Guadalupe unless approved for an event in advance by the Board.

3.9. **Firearms.** Firearms are not permitted at the Riverfront Park and Access Area.

3.10. **Public Intoxication.** Public intoxication is strictly prohibited at the Riverfront Park and Access Area. The Association and/or Management Company shall have the authority in their sole discretion to deny use of the Riverfront Park and Access Area to any person they deem to be intoxicated or conducts themselves in an unruly manner.

3.11. **Emergencies.** **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911.** After contacting 911, if required, all emergencies and injuries must be reported to the Association and/or the Management Company.

3.12. **Violation.** Owners, Tenants and their guests shall abide by and comply with Applicable Law and these Rules while present at or utilizing the Riverfront Park and Access Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of these Rules and/or misuse or destruction of the Riverfront Park and Access Area, Improvements or equipment may result in the suspension or termination of access rights to the Riverfront Park and Access Area as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of the Riverfront Park and Access Area property, Improvements or equipment.

ARTICLE 4 LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

USE OF THE RIVERFRONT PARK AND ACCESS AREA IS AT YOUR OWN RISK. The Association, Declarant and Management Company are not responsible for accidents, injuries or loss of personal property. The Riverfront Park and Access Area is unattended. Owners, Tenants and their guests, use the Riverfront Park and Access Area at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

Owners, Tenants and their guests, as a condition of invitation to the Riverfront Park and Access Area, shall assume the sole responsibility for their personal property. The Association shall not be responsible for the loss or damage to any private property. No Owner, Tenant or guest shall remove from the Riverfront Park and Access Area, any property or furniture belonging to the Association without proper authorization. Owners, Tenants and their guests shall be liable for any property damage and/or personal injury at the Riverfront Park and Access Area, or at any activity or function operated, organized, arranged or sponsored by the Association or its contractors, caused by the Owner, Tenant, his/her family member or his/her guests. The Association reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

ANY OWNER, TENANT AND THEIR GUESTS OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF, ACCESSES, ENTERS, OR ACCEPTS THE USE OF ANY APPARATUS, APPLIANCE, FACILITY, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE ASSOCIATION, DECLARANT OR ITS CONTRACTORS, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE ASSOCIATION, EITHER ON OR OFF THE OXBOW ON THE GUADALUPE PREMISES, SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL HOLD THE ASSOCIATION, DECLARANT, THE BOARD, THE

MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS, HARMLESS FOR ANY AND ALL LOSS, COST, CLAIM, INJURY DAMAGE OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING THEREFROM AND/OR FROM ANY ACT OF OMISSION OF THE ASSOCIATION, DECLARANT, THE BOARD, THE MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS.

Any Owner or Tenant shall have, owe, and perform the same obligation to the Association, the Board, the Management Company, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Owner or Tenant.

Should any party bound by these Rules file a lawsuit or arbitration action against the Declarant, Association, Board, Management Company, or their officers, employees, representatives, contractors or agents (in such case, the “**Defending Parties**”) in connection with: (1) any event operated, organized, arranged or sponsored by the Association; (2) any claim or matter in connection with any event operated, organized, arranged or sponsored by the Association; or (3) any claim arising out the use of any Riverfront Park and Access Area; and such party fails to obtain judgment therein against the Defending Parties, such party shall be liable to the Defending Parties for all costs of court and attorney’s fees incurred by it in the defense of such suit (including court costs and attorney’s fees through all appellate proceedings, if so permitted). This unilateral fee provision does not create or establish a right to recover costs of court and attorney’s fees against any Defending Party.

ARTICLE 5 SUSPENSION AND TERMINATION OF PRIVILEGES

Owners, Tenants and their guests shall abide by and comply with Applicable Law and these Rules while present at or utilizing the Riverfront Park and Access Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of this policy, the Rules and/or misuse or destruction of the Riverfront Park and Access Area property, Improvements or equipment may result in the suspension or termination of access rights to the Riverfront Park and Access Area as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of any Riverfront Park and Access Area property, Improvements or equipment.

ATTACHMENT 8

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC. POOL AREA RULES

Terms used but not defined in these Rules will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration").

1. **Purpose.** The purpose of these Pool Area Rules (the "**Rules**") is to define the policies, procedures and rules for use of the pool area (the "**Pool Area**") managed by the Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation (the "**Association**") or its Management Company. These Rules are designed to ensure the Oxbow on the Guadalupe Pool Area is a fun, safe, and sanitary area for the enjoyment of Owners and their guests. The Declarant during the Development Period and the Board of Directors of the Association thereafter is responsible for adopting all Rules related to the Property. The Declarant during the Development Period and the Board of Directors of the Association thereafter reserves the right to modify or amend these Rules at any time. The Association has the right to interpret and enforce the Rules. Any questions as to the meaning of any part of these Rules, including any attached addendums and policies, shall be submitted to the Association.

2. **Access Rights.** Only Owners in "Good Standing" with the Association and their guests will be allowed to utilize the Pool Area. Tenants and their guests are not permitted access to the Pool Area. As used herein, "**Good Standing**" shall be defined as meeting each of the following requirements:

(i) All Assessments, fees and/or fines posted to an Owner's account are current;

(ii) An Owner's Lot is in compliance and free of violations as determined by the Association, in its sole discretion; and

(iii) An Owner does not have current or pending litigation with the Association.

3. **Use.**

a. Children under the age of fourteen (14) should not use the Pool Area without adult supervision.

b. All guests must be accompanied by an Owner unless otherwise approved in advance by the Association.

c. Owners and their guests may be required to register at the time of admission to the Pool Area.

- d. No more than five (5) guests for each Owner are permitted at any one time in the Pool Area unless otherwise approved in advance by the Association and/or the Management Company.
 - e. The Association and the Management Company reserve the right to deny use of the Pool Area to anyone at any time.
 - f. At the sole discretion of the Association, access and use of the Pool Area or any portion thereof may be limited from time to time due to occupancy limits, weather, seasons of the year, the condition of the Pool Area, maintenance or specialized activities or events. The Pool Area or any portion thereof is officially closed when a "CLOSED" sign is posted.
 - g. During thunder and lightning or an emergency incident, all persons must clear the Pool Area.
4. **Pool Gates.** The pool gates shall be kept closed and locked at all times. Owners and their guests may not attempt to prop open the pool gates for any reason.
5. **Hours of Operation.** Use of the Pool Area is only permitted during designated hours, as posted in a location in the Pool Area and/or on the Association's website. The scheduled days and hours of operation will be determined by the Association and/or the Management Company and are subject to change without notice. The Association and/or the Management Company may modify hours of operation as needed without notice.
6. **Maintenance.** The Pool Area and/or surrounding area may be closed for various periods of time to facilitate maintenance, winterize and to maintain standards set forth by the Association and/or Applicable Law.
7. **No Private Rental.** The Pool Area is not available for exclusive private rental; however, the Pool Area may be available for non-exclusive group reservations. Please contact the Association and/or the Management Company for further information.
8. **Pets Not Allowed.** Pets are not allowed in the Pool Area except leashed service animals. Service animals are prohibited from entering the water. Every effort will be made to accommodate those with special needs. Please contact the Association and/or the Management Company for assistance or questions.
9. **Pool Area Toys.** Toys, beach balls and approved floating devices may be allowed in the Pool Area at the discretion of the Association and/or the Management Company.
10. **ADA Chair Lift Rules.** An ADA chair lift is available for use by disabled Owners and their guests. The ADA chair lift is designed for self-use. The Association and the Management Company are not authorized to assist Owners and their guests with use beyond initial review of the operating instructions. Use of the ADA chair lift by non-disabled Owners, and their guests may result in immediate suspension and removal from the Pool Area by the Association and/or the Management Company.

11. **Pool Area Equipment.** Pool furniture and equipment may not be removed from the Pool Area. All persons using the Pool Area are required to cover the pool furniture with a towel when using suntan oils and lotions.

12. **Attire, Swim Diapers and Personal Flotation Devices.**

- a. Appropriate swim attire must be worn in the Pool Area. No denim or cotton shorts are permitted in the pool. Use of aquatic socks or water sandals with non-marking soles is suggested.
- b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers or disposable swim diapers, as well as a swimsuit over the swim diaper. The changing of diapers or clothes is not allowed in the Pool Area. Changing rooms are available in both the men's and women's pool restrooms.
- c. Any child that is unable to swim must wear a U.S. Coast Guard-approved personal flotation device.
- d. While in the water, children three (3) years old and under must be within arm's length of a parent or responsible adult eighteen (18) years of age or older. Children four (4) years old to six (6) years old must have a parent or responsible adult eighteen (18) years of age or older in the water within ten (10) feet of the child.

13. **Prohibitions.** The following are NOT permitted in the Pool Area:

- a. Diving, somersaults, cannon balls, or similar type entries from the edge of the pool;
- b. Running, roughhousing or disorderly conduct;
- c. Remote-controlled water crafts;
- d. Wave riding boards;
- e. Snorkel gear;
- f. Hard objects such as, but not limited to, tennis balls or hard plastic Frisbees;
- g. Releasing unauthorized chemicals or soaps within the Pool Area (failure to comply could result in the Owner being liable for any costs incurred in treating and reopening the pool);
- h. Excessive screaming;
- i. Language that is loud, abusive, vulgar, cussing or harassing in nature;
- j. Loud or inappropriate music (personal audio or visual devices may only be used with headphones);

- k. Glass containers of any kind and other breakable items;
 - l. Food in the pool (soft drinks and food items must be consumed in designated areas only and away from the pool);
 - m. Loitering during non-posted hours of operation;
 - n. Tobacco products, smoking and/or vaping;
 - o. Use of controlled substances;
 - p. Public intoxication;
 - q. Any person having an apparent infectious disease (including, but not limited to, conjunctivitis, signs of infection from a runny nose, diarrhea, etc.), plaster cast, open cuts or bandage; and
 - r. The storage, placement or maintaining of any personal items of Owners and their guests (any items or personal property found are deemed abandoned and may be disposed of by the Association and/or the Management Company).
14. **Trash and Debris.** Owners and their guests are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.
15. **USE OF THE POOL AREA IS AT YOUR OWN RISK.**
- a. The Association and the Management Company are not responsible for accidents, injuries or loss of personal property.
 - b. The Association and the Management Company are not responsible for any effects the chemicals within the pool may cause. Do not swallow pool water.
 - c. The Pool Area is unattended. **THE ASSOCIATION AND THE MANAGEMENT COMPANY DO NOT EMPLOY LIFEGUARDS OR STAFF MEMBERS WITH LIFEGUARD TRAINING TO MONITOR THE POOL AREA.**
 - d. Owners and their guests use the Pool Area at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

The Association, Declarant and Management Company are not responsible for accidents, injuries or loss of personal property. No Owner or guest shall remove from the Pool Area any property or furniture belonging to the Association without proper authorization. Owners and their guests shall be liable for any property damage and/or personal injury at the Pool Area. The Association reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

ANY OWNER AND THEIR GUESTS OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF, ACCESSES, ENTERS, OR ACCEPTS THE USE OF ANY

APPARATUS, APPLIANCE, FACILITY, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE ASSOCIATION, DECLARANT OR ITS CONTRACTORS, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE ASSOCIATION, EITHER ON OR OFF THE OXBOW ON THE GUADALUPE PREMISES, SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL HOLD THE ASSOCIATION, DECLARANT, THE BOARD, THE MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS, HARMLESS FOR ANY AND ALL LOSS, COST, CLAIM, INJURY DAMAGE OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING THEREFROM AND/OR FROM ANY ACT OF OMISSION OF THE ASSOCIATION, DECLARANT, THE BOARD, THE MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS.

Any Owner shall have, owe, and perform the same obligation to the Association, the Board, the Management Company, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Owner. Should any party bound by these Rules file a lawsuit or arbitration action against the Declarant, Association, Board, Management Company, or their officers, employees, representatives, contractors or agents (in such case, the “**Defending Parties**”) in connection with: (1) any event operated, organized, arranged or sponsored by the Association; (2) any claim or matter in connection with any event operated, organized, arranged or sponsored by the Association; or (3) any claim arising out the use of any Pool Area; and such party fails to obtain judgment therein against the Defending Parties, such party shall be liable to the Defending Parties for all costs of court and attorney’s fees incurred by it in the defense of such suit (including court costs and attorney’s fees through all appellate proceedings, if so permitted). This unilateral fee provision does not create or establish a right to recover costs of court and attorney’s fees against any Defending Party.

16. **Emergencies.** FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911. After contacting 911, if required, all emergencies and injuries must be reported to the Association and/or the Management Company.

17. **Violation.** Owners and their guests shall abide by and comply with Applicable Law, these Pool Area Rules, and other Rules while present at or utilizing the Pool Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of these Pool Area Rules, the Rules and/or misuse or destruction of the Pool Area property, Improvements or equipment may result in the suspension or termination of access rights to the Pool Area as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of any Pool Area property, Improvements or equipment.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/20/2019 11:54:35 AM
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Bobbie Koepf

[SIGNATURE PAGE TO MANAGEMENT CERTIFICATE]

SIGNED this 27 day of September, 2019.

OXBOW ON THE GUADALUPE
HOMEOWNERS' ASSOCIATION, INC.,
a Texas nonprofit corporation

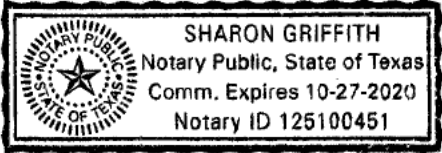
By: Inframark, LLC,
a Texas limited liability company,
its Property Manager

By: Kelly Reznicek
Kelly Reznicek,
Director of Property Management

STATE OF TEXAS §
 §
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 27 day of September, 2019, personally appeared Kelly Reznicek, as Director of Property Management of Inframark, LLC, a Texas limited liability company, the Property Manager of Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation, on behalf of the said limited liability company and nonprofit corporation.

Sharon Griffith
Notary Public in and for the State of Texas



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
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AFTER RECORDING RETURN TO:
McLean & Howard, LLP
Attn: William P. McLean
Barton Oaks Plaza, Building 2
901 S. Mopac Expressway, Suite 225
Austin, Texas 78746

 Bobbie Koepf