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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
VINTAGE OAKS AT THE VINEYARD

COMAL COUNTY, TEXAS

THIS DOCUMENT AMENDS, RESTATES AND REPLACES IN ITS ENTIRETY, THAT CERTAIN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VINTAGE OAKS AT THE VINEYARD, COMAL COUNTY, TEXAS, RECORDED AS DOCUMENT NO. 202206028966 IN THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, INCLUDING ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Every Lot in Vintage Oaks at the Vineyard is subject to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, as amended, and is within a Unit that is subject to a supplemental declaration of covenants, conditions, and restrictions specific to that Unit. Every Owner of a Lot in Vintage Oaks at the Vineyard is encouraged to obtain and become familiar with the supplemental declaration applicable to such Owner's Lot. This document does not replace, restate or amend any such supplement, each of which remains in full effect as recorded and/or amended.

Table of Contents

Page

Table of Contents

Page

SECOND AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VINTAGE OAKS AT THE VINEYARD

This Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard is made by **SOUTHSTAR AT VINTAGE OAKS, LLC**, a Texas limited liability company ("SouthStar"), and is as follows:

R E C I T A L S:

A. Bluegreen Southwest One, L.P, a Delaware limited partnership, previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 200706000771, Official Public Records of Comal County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded under Document No. 201106044284, Official Public Records of Comal County, Texas; by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201406032083 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Adopting of Working Capital Assessment, recorded as Document No. 201406037322, Official Public Records of Comal County, Texas; by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201606000890 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201606048482 in the Official Public Records of Comal County, Texas; by that certain Revised Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, recorded as Document No. 201706014965 in the Official Public Records of Comal County, Texas; by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document No. 201706028668 in the Official Public Records of Comal County, Texas, as corrected in that certain Non-Material Correction Instrument dated April 9, 2018 and recorded as Document No. 201806013767, Official Public Records, Comal County, Texas; further amended by that certain Vintage Oaks at The Vineyard Second Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201706050125 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Third Amended and Restated Adoption of Working Capital Assessment, recorded as Document No. 201906041535 in the Official Public Records of Comal County, Texas; by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, recorded under Document Number 202106026921 in the Official Public Records of Comal County, Texas; by that certain Vintage Oaks at The Vineyard Fourth Amended and Restated Adoption of Working Capital Assessment, recorded as

Document No. 202206000436 in the Official Public Records of Comal County, Texas; and further amended by that Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206028966, Official Public Records of Comal County, Texas; and the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206040111, Official Public Records of Comal County, Texas (collectively, the "Combined Declarations").

B. Pursuant to the terms and provisions of that certain Assignment of Declarant's Rights recorded under Document No. 201206016339 in the Official Public Records of Comal County, Texas, SouthStar presently holds all rights of the "**Declarant**" under the Combined Declarations. For the purpose of this Second Amended and Restated Declaration, all references herein to the Declarant shall mean and refer to SouthStar acting in such capacity.

C. Pursuant to *Section 15.2 (a)* of the Amended and Restated Declaration, the Amended and Restated Declaration may be amended unilaterally by the Declarant for any purpose until termination of the Class "B" membership. There after the Declarant has limited powers to amend. The Class "B" membership shall terminate simultaneously with Declarant's execution and recording of the Assignment of Declarant's Rights in the Official Public Records of Comal County, Texas.

D. This Second Amended and Restated Declaration is filed with respect to that certain real property located in Comal County, Texas, described on Exhibit "A" and the additional units annexed by Supplemental Declarations described on Exhibit "B" hereto (the "Property").

E. Declarant now desires to amend, restate, and replace the First Amended and Restated Declaration and any amendments and restatements thereof in their entirety. Specific Neighborhood Supplemental Declarations shall remain in full force and effect.

ARTICLE I
DEFINITIONS

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

1.1 "Act" shall mean and refer to the Texas Residential Property Owners Protection Act, Chapter 209 of the Texas Property Code, as such act may be amended.

1.2 "Adjacent Properties" shall mean and refer to any residential, nonresidential, or recreational areas, including, without limitation: single family residential developments, assisted living facilities, retail, office, commercial, or institutional areas, which are located adjacent to, in the vicinity of, or within the Properties; which are owned and operated, in whole or in part, by Persons other than the Association; which are not subject to this Second Amended and Restated

Declaration; and which are neither Lots nor Common Areas as defined in this Second Amended and Restated Declaration.

1.3 "ARA" shall mean and refer to the Architectural Review Authority, as defined by the TEX. PROP. CODE § 209.00505 and as described in *Section 9.2*.

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

1.5 "Assessment" or "Assessments" shall mean and refer to all assessment(s) and charges imposed by the Association under this Second Amended and Restated Declaration to be charged to the Members, including but not limited to, general assessments, neighborhood assessments, special assessments, specific assessments and working capital assessments, as applicable, and Charges as defined herein.

1.6 "Association" shall mean and refer to the Property Owners Association of Vintage Oaks, Inc., a Texas nonprofit corporation, its successors or assigns.

1.7 "Board of Directors" or "Board" shall mean and refer to the group of persons vested with the management of the affairs of a nonprofit corporation homeowners' association and are responsible for performing the duties and responsibilities set forth in the Governing Document.

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

1.9 "Bylaws" shall mean and refer to the Bylaws, as restated, amended or supplemented, of the Property Owners Association of Vintage Oaks, Inc.

1.10 "Certificate of Formation" shall mean and refer to the Certificate of Formation of Property Owners Association of Vintage Oaks, Inc., as filed with the Secretary of State of the State of Texas on August 15, 2006 (File Number: 0800694935), and recorded as Document No. 202206040190, in the Official Public Records of Comal County, Texas.

1.11 "Charges" shall mean and refer to those expenses, late fees, administrative fees, fines, interest, professional fees, and charges as set forth in *Article VIII* herein, and all of which are secured by the Assessment lien established in *Section 8.1*.

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

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

1.14 "Community Manual" shall mean and refer to the Community Manual which may be adopted and amended, from time to time, by the Association as part of the project documentation for the benefit of the Association and the Property. The Community Manual may include the Bylaws, Rules, Regulations and Policies governing the Association. The Community Manual may be amended or supplemented, from time to time, by a Majority of the Board.

1.15 "Community-Wide Standard" shall mean and refer to the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. The current community standard shall be continued as is now and as more specifically determined in the future by the Board of Directors and the ARA.

1.16 "Cost Sharing Agreement" shall mean and refer to any agreement, contract or covenant between the Association and an owner or operator of property adjacent to, in the vicinity of or within the Properties.

1.17 "Declarant" shall mean and refer to the Declarant, SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, its successors or assigns; provided that any assignment(s) of the rights of SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company, as Declarant, must be expressly set forth in writing and recorded.

1.18 "Design Guidelines" shall mean and refer to the design and construction guidelines and application and review procedures applicable to the Properties. The Declarant previously adopted Design Guidelines for The Grove ("The Grove Design Guidelines") which are separate and distinct from the Design Guidelines for the remainder of the Lots within the Properties outside of the Grove (the "Vintage Oaks Design Guidelines"). The ARA may make recommendations for amending, supplementing and/or restating the Design Guidelines. The Board of Directors is vested with the authority to amend, supplement and/or restate the Design Guidelines, in its sole discretion. The Grove Design Guidelines and the Vintage Oaks Design Guidelines may be collectively referred to herein as the "Design Guidelines".

1.19 "Development" shall mean and refer to the Properties subject to this Second Amended and Restated Declaration and known as Vintage Oaks at the Vineyard.

1.20 "Exclusive Common Area" shall mean and refer to a portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Neighborhoods or Lots, as more particularly described herein.

1.21 "First Amended and Restated Declaration" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206028966, Official Public Records of Comal County, Texas; as amended by the First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at the Vineyard, Comal County, Texas, recorded as Document Number 202206040111, Official Public Records of Comal County, Texas.

1.22 "General Assessment" shall mean and refer to an Assessment levied on all Lots subject to assessment under *Article VIII* to fund Common Expenses for the general benefit of all Lots, as more particularly described in *Section 8.2* and the Bylaws.

1.23 "Governing Documents" shall mean and refer to this Second Amended and Restated Declaration, the Bylaws, Certificate of Formation, all Supplemental Declarations, the Design Guidelines, and any rules, regulations and policies adopted by the Association, all Cost Sharing Agreements and all additional covenants governing any portion of the Properties or any of the above, as each may be supplemented and amended from time to time.

1.24 "The Grove" shall mean and refer to Unit 15, as described on the plat recorded as Document No. 201706006749, in the Official Public Records of Comal County, Texas; Unit 18, as described on the plat recorded as Document No. 201806005052, in the Official Public Records of Comal County, Texas; Unit 24, as described on the plat recorded as Document No. 201906011302 in the Official Public Records of Comal County, Texas; Unit 27, as described on the plat recorded as Document No. 202006030773 in the Official Public Records of Comal County, Texas; and Unit 29, as described on the plat recorded as Document No. 202106018739 in the Official Public Records of Comal County, Texas, inclusive.

1.25 "Improvement" shall mean and refer to all physical enhancements and alterations to the Property, including but not limited to staking, grading, excavation, clearing, removal of trees, alteration of drainage flow, and site work, and every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, basketball hoops, swing sets and similar sport and play equipment, clotheslines, recreational facilities, swimming pools, hot tubs, gazebos, pergolas, solar panels, satellite dishes, dog runs, animal pens, artificial vegetation, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, signs, antennas, exterior air conditioning equipment, including window units, or

fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.26 "Lien" shall mean and refer to an encumbrance and charge against an Owner(s) Lot to secure all Assessments and Charges, including expenses, late fees, administrative fees, fines, interest, professional fees including reasonable attorney's fees, incurred by the Association in collecting unpaid amounts which is due and payable to the Association by an Owner as established in *Section 8.1* of this Second Amended and Restated Declaration, as amended or restated from time to time. The Lien shall be a continuing lien and shall run with the land.

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

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

1.28 "Majority" shall mean and refer to those votes, Owners, Members, Board of Directors or other groups, as the context may indicate, totaling more than fifty percent (50%) of the total eligible number.

1.29 "Master Plan" shall mean and refer to the land use plan or development plan for Vintage Oaks at The Vineyard prepared by M & S Engineering, PO Box 970, Spring Branch TX 78070, as such plan may be amended from time to time, which includes the property described on Exhibit "A" and the additional property described on Exhibit "B" that Declarant has annexed and made subject to this Second Amended and Restated Declaration.

1.30 "Member" shall mean and refer to a Person entitled and subject to membership in the Association pursuant to *Section 3.1* and the Bylaws.

1.31 "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot.

1.32 "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

1.33 "Neighborhood" shall mean and refer to a particular Unit (as defined below) within the Properties.

1.34 "Neighborhood Assessments" shall mean and refer to assessments levied against the Lots in a particular Unit or Units of Vintage Oaks at the Vineyard, but less than all Units, to fund expenses specific to such Unit or Units, as described in *Section 8.3* and the Bylaws.

1.35 "Neighborhood Expenses" **sha**ll mean and refer to the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Owners of Lots within a particular Unit within the Development, but less than all Units, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize from time to time and as may be authorized herein or in Supplemental Declarations applicable to such Unit(s).

1.36 "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot, including any Builder but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a recorded land sales contract, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner. If a Lot is owned by more than one (1) Person, such Persons shall be jointly and severally obligated to perform the responsibilities of such Owner. For purposes of voting, no fractional votes are permitted.

1.37 "Person" shall mean and refer to a natural person, a corporation, a partnership, a limited liability company, a fiduciary acting on behalf of another person or any other legal entity.

1.38 "Properties" shall mean and refer to the real property described on Exhibit "A", and the additional units annexed by Supplemental Declarations described on Exhibit "B" hereto, as such exhibits may be amended or supplemented from time to time to reflect any additions of property in accordance with *Article VII*.

1.39 "Public Records" shall mean and refer to the Official Public Records of Comal County, Texas.

1.40 "Record, Recordation, Recorded and Recording" shall mean and refer to documents recorded or to be recorded in the Official Public Records of Comal County, Texas.

1.41 "Residence" or "Single-Family Residence" shall mean and refer to the Improvements constructed upon any Lot including any garage or outbuildings, if any, subject to this Second Amended and Restated Declaration, for use as a single-family residence.

1.42 "Second Amended and Restated Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Vintage Oaks at the Vineyard, to be recorded in the Official Public Records of Comal County, Texas.

1.43 "Special Assessments" shall mean and refer to the Special Assessments for expenses which may be imposed pursuant to *Section 8.4* of this Second Amended and Restated Declaration for each of the Lots or Neighborhood Lots, as applicable, in Vintage Oaks at The Vineyard and secured by a lien thereon. Capital improvements must be approved in accordance with this Second Amended and Restated Declaration and the Bylaws, as amended or restated. The inclusion of capital improvements in the annual budget is not, for the purposes herein, an approval of the expenditure.

1.44 "Specific Assessments" shall mean and refer to the assessments levied against specific Lots in accordance with *Section 8.5*.

1.45 "Supermajority of the Board of Directors" shall mean and refer to a minimum of seventy percent (70%) of the total number of seats of the Board of Directors without regard to quorum or vacancy.

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

1.47 "Unit" shall mean and refer to a portion of the Properties made subject to a plat and designated as a Neighborhood by a Supplemental Declaration.

1.48 "Vintage Oaks at The Vineyard" shall mean and refer to that certain planned community located in Comal County, Texas, which is commonly known and referred to as Vintage Oaks at The Vineyard and/or Vintage Oaks and referenced in *Section 13.8* herein, sometimes referred to as the Properties.

1.49 "Working Capital Assessment" shall mean and refer to the one-time working capital assessment on Lots to be paid by each Owner as more particularly described in *Section 8.11* and the Bylaws.

ARTICLE II
PROPERTY RIGHTS

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

(a) This Second Amended and Restated Declaration and all Governing Documents;

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

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

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

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

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

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

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

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

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

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

(l) Owners who lease their Lot shall be deemed to have assigned all such rights appurtenant to the leased Lot to the lessee of such Lot; provided, however, the Owners shall remain responsible for payment of all assessments and other charges. The Association shall have no obligation to pursue delinquent assessments from a lessee or tenant.

2.2 Private Streets. The private streets within each gated Neighborhood are designated as Exclusive Common Area for the use and benefit of the Owners and residents within a Neighborhood; and with the consent of the Owner or resident, the use and benefits shall inure to their respective family members, lessees, tenants, licensees, invitees and guests ("Authorized

Person"). Each Authorized Person shall have a right and nonexclusive easement for the use, access and enjoyment in and to, over and across the private streets and roads within their Neighborhood ("Private Streets"). The rights and nonexclusive easements granted herein are appurtenant to the title to each Lot, subject to the limitations contained in this Second Amended and Restated Declaration.

2.3 Exclusive Common Area.

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

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

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

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

property or from acquiring and disposing of real property which may or may not be subject to this Second Amended and Restated Declaration.

2.5 Condemnation.

(a) The Association shall be the sole representative with respect to condemnation proceedings concerning Common Area and shall act as attorney in fact for all Owners in such matters. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of at least a Supermajority of the Board of Directors) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association.

(b) If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) Days after such taking a Majority of a quorum of the total Class "A" votes of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board and the ARA. The provisions of *Section 6.1(c)* regarding funds for the repair of damage or destruction shall apply.

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

(d) For the purposes of this *Section 2.5*, quorum shall be at least thirty-three percent (33%) of the total of all Class A votes in the Association.

2.6 Delegation of Use. Any Owner may delegate Owner's right of enjoyment to the Common Areas and facilities to the Owner's family, lessees, tenants, guests, invitees or contract purchasers who reside on the Property, subject to the policies, rules and regulations established by the Association, including but not limited to, the regulation of the maximum number of individuals that can use the Common Area.

2.7 Maintenance Obligations of Association. The Association will maintain any improvements to the Common Areas as soon as they are built or installed. The Association will take responsibility for mowing and maintaining any landscaping as soon as it is installed. Publicly dedicated drainage ditches and detention control structures, if any, are to be maintained by the Association unless maintained by Comal County, Texas, and such maintenance shall begin immediately upon creation of any such drainage improvements.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

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

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

3.3 Common Areas. No voting authority shall be attributable for ownership of any portions of the Common Areas.

ARTICLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

4.2 Personal Property and Real Property for Common Use. The Association, through actions of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property subject to the limitations imposed by this Second Amended and Restated Declaration, Texas Property Code, Texas Business Organizations Code or other applicable rules, regulations, statutes or Federal or State laws.

4.3 Enforcement. The Board, or any committee established by the Board but only to the extent empowered by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing procedures set forth in the Governing Documents and the Act. Such sanctions may include, without limitation:

(a) imposing monetary fines which shall constitute a lien upon the Lot of the violator. Owners are ultimately responsible for violations of the Governing Documents that are the result of actions by their family members, tenants, guests, invitees, permittees, occupants, Builders,

suppliers, contractors, and subcontractors. In the event the Association levies a fine against a non-Owner of a Lot, the Owner of such Lot may be obligated to pay such fine in the sole discretion of the Board.

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

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

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

(e) levying Specific Assessments to cover costs included in bringing a Lot into compliance in accordance with Section 8.5(c);

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

(g) filing suit to enforce any of the above sanctions; provided, however, compliance with the notice and hearing procedures set forth in the Act is not required prior to filing suit: (i) to collect Assessments; (ii) to foreclose the Association's lien for Assessments set forth in Section 8.1 of this Second Amended and Restated Declaration; (iii) to obtain a temporary restraining order or temporary injunctive relief; or (iv) that includes foreclosure as a cause of action.

(h) In the event that any of Owners' family members, lessees, tenants, invitees, licensees guests, occupants, Builders, suppliers, contractors, or subcontractors violates the Governing Documents, the Board or any committee established by the Board, with the Board's approval, may sanction such violator and/or the Owner of the Lot that the violator is occupying or visiting. In the event the Association incurs attorney's fees associated with enforcement of the Governing Documents, the Association may, at the sole discretion of Board, access a Specific Assessment which shall constitute a lien upon the Lot of the violator and/or Owner. An Owner shall be responsible for any Specific Assessment resulting from the acts of the Owner(s) and their respective family, lessees, tenants, invitees, licensees or guests.

(i) In addition, the Board or the Property Manager at the direction of the Board, may elect to enforce any provision of the Governing Documents by entering the Lot and exercising self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules, the removal of pets that are in violation of pet rules or the correction of any maintenance, construction or other violation of the Governing Documents) or by suit at law or in equity to enjoin any violation or to foreclose a lien or both without the necessity of compliance with the procedures set forth in the Bylaws. The foregoing entry and self-help cure rights specifically include the right of the Association to enter an Owner's Lot and mow, trim, cut, and

otherwise maintain all landscaping and vegetation if the Owner fails to maintain the landscaping and vegetation in accordance with the requirements set forth in the Governing Documents.

(j) All remedies set forth in this Second Amended and Restated Declaration and the Bylaws shall be cumulative of any remedies available at law or in equity. In any action to enforce the provisions of the Governing Documents, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorney's fees, and court costs, reasonably incurred in such action.

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

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

(m) In the event of a catastrophic event caused by an act of God (e.g., floods, fires, earthquakes, tornados) or other causes, such as: war, an act of terrorism, an epidemic, pandemic, or public health crisis, a mandated quarantine, shelter in place or similar order from any applicable state, county or local governmental authority or agency; or, any other cause or event which poses a material risk to adversely impact the health, safety, welfare or property of the Members of the Association ("Catastrophic Event"), by a vote of a Supermajority of the Board, the Board may temporarily suspend enforcement of portions or all of the covenants, conditions and restrictions contained in this Second Amended and Restated Declaration. Any such suspension shall in no way be considered a waiver of the provisions so suspended and may be reinstated by a majority vote of the Board of Directors.

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

4.5 Indemnification.

(a) In accordance with the provisions contained herein, *Article VIII* of the Bylaws, Civil Practice and Remedies Code, Chapter 84, Charitable Immunity and Liability Act and the Act, the Association shall indemnify every officer, director, ARA member and committee member against all damages, liability, and expenses, including attorney's fees, reasonably incurred in connection

with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which the individual may be a party by reason of being or having been an officer, director, ARA member or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this *Section 4.5*, the Certificate of Formation and Texas law.

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

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

4.7 Security. Each Owner(s) of a Lot and their respective family, lessees, tenants, invitees, licensees and guests shall be responsible for their own personal safety and security on their Lot and on the Properties. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. The Association shall not in any way be considered insurers or guarantors of security within the Properties, nor shall the Association be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, including any mechanism or system for limiting access to the Properties, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Lot that the Association, its Board of Directors and committees, are not insurers or guarantors of security within the Properties, and that each Person using the Properties assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

4.8 Powers of the Association Relating to Neighborhood Assessments. The Association may levy Neighborhood Assessments for Neighborhood Expenses, including but not limited to, maintaining Neighborhood gates, private roads and streets, perimeter fencing,

maintaining or construction of Neighborhood entrance Improvements or such other Improvements or services provided to the Neighborhood not otherwise provided to all the Properties. The Neighborhood Assessment may include reserves for anticipated future expenses such as maintaining, repairing and/or replacement of private streets and other capital improvements, as determined in the sole discretion of the Board. All Neighborhood Assessments shall be used exclusively for the benefit of the Owners in the assessed Neighborhood. The determination and control of the use of the Neighborhood Assessments shall be in the sole discretion of the Board and the Owners shall not be empowered to exercise any control or discretion as to the use of the proceeds.

4.9 Presence and Management of Wildlife.

(a) Each Owner and their respective family, lessees, tenants, invitees, licensees and guests acknowledges that the Properties include and/or are located adjacent to and in the vicinity of wetlands, bodies of water and other natural areas with native wildlife. Neither the Association nor the Board shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence of such wildlife on the Properties. Each Owner and their respective family, lessees, tenants, invitees, licensees and guests shall assume all risk of personal injury, illness, or other loss or damage arising from the presence of such wildlife and further acknowledges that the Association, the Board, or any Committee thereof, have made no representations or warranties, nor has any Owner and/or occupant, or any tenant, guest, or invitee of any Owner and/or occupant relied upon any representations or warranties, expressed or implied relative to the presence of such wildlife.

(b) The Association, acting in its sole and absolute discretion, retains the right, but not the obligation, to engage in wildlife and fishery management plans and practices on the Properties to the extent that such practices are permitted by applicable state and federal law. For the purpose of illustration and not limitation, and notwithstanding the general prohibition against the use of firearms in *Section 10.13*, this includes the right to manage and control any populations of wildlife through a variety of techniques, including organized hunting, shooting and trapping.

(c) **The Association shall not be responsible for any loss, damage, or injury to any person or property arising from indigenous wildlife, including, but not limited to, damage within the Properties caused by deer, wild hogs, feral dogs and cats, raccoons and squirrels. The Association is not responsible for the management of wildlife, including wild hogs, boars, pigs, deer, or such other species which may cause a nuisance within the Properties. The Association shall have no duty to install fencing anywhere on the Vintage Oaks at the Vineyard subdivision perimeter or upon such other location that may prevent the entry of wildlife into Vintage Oaks at the Vineyard. The Association has no obligation to repair or replace landscaping, improvements or any other element of the Properties that has been damaged by wildlife other than Common Areas and Areas of Common Responsibility, as defined in this Second Amended and Restated Declaration.**

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

ARTICLE V
MAINTENANCE

5.1 Association's Maintenance Responsibility.

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

(i) Common Area;

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

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

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

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

(vi) all streams and/or wetlands located within the Properties which serve as part of the drainage and storm water retention system for the Properties, including any retaining walls, bulkheads or dams (earthen or otherwise) retaining water therein, and any fountains, lighting, pumps, conduits, and similar equipment installed therein or used in connection therewith.

(vii) any property and facilities owned by the Association and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members.

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

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

(d) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless a Majority of Board vote to discontinue such operation.

(e) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Lots as part of the General Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Second Amended and Restated Declaration, any Cost Sharing Agreements, any recorded covenants, or any agreements with the owner(s) thereof. All costs associated with maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed as a Neighborhood Assessment solely against the Lots within the Neighborhood(s) to which the Exclusive Common Areas are assigned, or a Specific Assessment against the particular Lots to

which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(f) The Association shall have the right, but not the obligation, to maintain the grass and other landscaping on each unimproved Lot, at the Owners' expense. For purposes of this *Section 5.1 (f)*, unimproved Lot shall mean a Lot without a dwelling.

5.2 Owner's Maintenance Responsibility. Each Owner shall maintain such Owner's Lot, and all structures, parking areas, landscaping, easements and other improvements comprising the Lot in a manner consistent with this Second Amended and Restated Declaration and all Governing Documents unless such maintenance responsibility is otherwise assumed by or assigned to the Association. With respect to any Lot upon which a dwelling has not yet been constructed, such maintenance responsibility shall include but is not limited to, the removal of all litter and trash on a regular basis and may also include mowing native grasses pursuant to any drought measures instituted by Comal County or such other governmental authority. In addition to any other enforcement rights, if an Owner fails to perform properly such Owner's maintenance responsibility, such failure shall constitute a violation of the Governing Documents, and the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner in accordance with *Section 8.5*. The Association shall afford the Owner reasonable notice and an opportunity to cure the violation prior to entry, except when entry is required due to an emergency. Entry by the Association or its designee under this *Section 5.2* shall not constitute a trespass. Owners and occupants (including lessees) of any Lot shall jointly have the duty and responsibility, at their sole cost and expense, to keep the Lot so owned or occupied, including buildings, improvements, grounds or drainage easements or rights of way incident thereto, and vacant land in a well-maintained, safe, clean and attractive condition at all times.

5.3 Exteriors Generally. The exterior of all Improvements on a Lot shall be kept in generally good, clean condition, with any components thereof in good repair. All exterior lighting shall be maintained in working order. Any peeling, stained, flaking or otherwise, discolored paint shall be replaced with paint of the same shade as originally approved by the ARA. Any changes to the color of the paint shall require prior written approval of the ARA. All exteriors shall be kept free of stains, mold, biofilms, or such other growth or discoloration.

5.4 Garbage and Recycle Containers. Owners must remove all litter, trash, dead vegetation, refuse, waste, garbage, debris, unused construction materials, brush, yard trimmings, discarded items, and items that are broken or beyond repair and dispose of these appropriately. Each individual Owner is required to have and maintain a contracted trash service. Trash and recycling receptacles shall be stored out of sight as evaluated from lot line to lot line of the street-facing façade of the house, or in Owner garages, or with a good faith effort behind approved screening. Approved screening shall be made of masonry or stone that matches the dwelling exterior. Use of live screening is prohibited (i.e. shrubs, vines, or other plant material). Additionally, screening trash or recycle containers by placing them behind equipment, driveway drop-offs, or vehicles is prohibited. Trash and recycling containers should not be placed for pick-

up any earlier than 5:00 pm the day prior to collection and shall be returned to their storage location no later than the end of the day of regular trash collection. Trash and recycling containers shall not be placed on the roadway or in any other manner which creates a safety hazard.

5.5 Landscape Plan. Each Lot is subject to an original landscape plan that was approved by the ARA at the time of home construction. After purchase, any substantial changes to the front envelope of the dwelling from the existing layout shall require a new approval or formal notification to the ARA. Minor changes, such as the addition of new plants, or removal of old plants to existing landscaping only require an email notification to the ARA of those changes.

5.6 Backflow Devices. Owners who wish to cover and protect their backflow prevention device (BFD) pipes are permitted to do so. Approved materials include faux rocks and backflow bags that fit over the pipes to provide protection from freezing. Such bags must conform in color and in muted earth tones such as neutral browns and hunter-greens. All BFD covers should be maintained in good condition. Worn or torn covers must be replaced as needed and shall not be altered from their original material condition.

5.7 Driveways. Driveways should be cleaned to remove mold, mildew, and excessive stains. Driveway joints should be properly maintained, with all exterior damage repaired. Exteriors of all structures should be clean and free of mold and mildew.

5.8 Fences. Fences should be in good condition, without rust, broken wires, or missing slats. For repairs and maintenance of fencing with the same material, color and style fence (wrought iron or metal pipe), ARA approval is not required. Changes in type, height or color of fence require prior written approval from the ARA.

5.9 Windows. Window screens must be in good condition and not warped, buckled, torn, or deteriorated. Use of foil, or foil-backed window treatments, sheets, blankets, or other such materials as window screening is prohibited. Blinds that are visible from street-facing windows must be well maintained. Use of sunscreen films on the inside of dwelling windows is permitted except for the use of foil, reflective, or blackout films. Replacement of street front-facing screens or shutters of a different color must be reviewed by the ARA. All exterior awnings, whether front or rear, shall require prior written approval of the ARA.

5.10 Landscaping.

(a) The entire envelope of the main residence and all accessory structures need to be landscaped (a minimum of 20 ft. around the entire structure). On the side yard, any exposed grade of eighteen inches (18") or higher must be painted with paint that matches the main dwelling. Yards that are missing original turf, foundation shrubs, or trees should be replaced to be in compliance. (See the Landscape Guidelines for Plant, Tree, Shrub, or Turf options in the appropriate set of Design Guidelines). Potted plants may not be used as front envelope foundation screening or utility box screening unless permitted as outlined in the Owner's Landscape Plan. Permitted side yard landscaping includes turf grass, hardscape, and in-ground plants or shrubs. Foundation shrubs and utility box shrubs are recommended to be evergreen

shrubs that do not lose their leaves annually. Owners are required to plant 5-gallon shrubs (generally 18-24 inches in height) on center as to be able to create a solid screen within one growing season, therefore, withstanding the occasional Hill Country freeze.

(b) Lawn mowing shall be performed on regular basis. Maximum grass height for Manicured Landscape Areas ("MLA") is six inches (6") or less. Natural Landscaped Areas ("NLA") that contain native wild grasses have a maximum height level of twenty-four (24") inches. Owners are responsible for keeping their lawns, flowerbeds, and all other landscaped features free of weeds, and in a pleasing and attractive condition. Shrubs against foundations shall be maintained to allow visibility of the first-floor windows; the ideal is visibility of at least two-thirds (2/3) of the front window surface being visible. Dead wood, diseased, or broken branches in shrubs and trees shall be removed. All MLA's shall be watered according to guidance from local authorities during drought conditions or when recommended by the applicable water utility, and in compliance with any applicable ordinance. When no such watering restrictions are in place, all MLA's shall be watered frequently enough to keep such vegetation alive and in healthy condition.

(c) Keeping front yards attractive is often a subjective standard. In order to comply with Association standards, front yards should appear neat, uncluttered and maintained. Owners are encouraged to move statuary, unused, or excessive flowerpots, and other personal items to the backyard. Owners with an excessive number of objects, such as pots, yard art, statuary, or other objects that visually obstruct the permanent landscape, or is an attempt to substitute for permanent landscaping shall be subject to plan submission and approval by the ARA. All xeriscaping landscape plans must comply with the Association's Xeriscaping Policy.

5.11 Easements. Every Unit plat of Vintage Oaks at the Vineyard contains platted Lot dimensions and right-of-way information. Each Owner received a plat at the time of sale of said Lot. Owners should refer to the Notes section of their Lot plat which states: "Property Owners are advised they are responsible for maintenance of indicated easements on their property and may not utilize these easements for any purpose detrimental to their intended use" (i.e. no structures, septic tank fields, etc.). The grantees of said dedicated easements reserve the right of access to such easements. Owners must maintain these easements by mowing and/or weeding their right-of-way.

5.12 Association Responsibility. Upon a resolution of the Board of Directors, the Owners of certain Lots shall be responsible for paying, through Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility that inure exclusively to the benefit such Owner's Lots. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space and adjacent public roads, private streets within a gated community, and lakes or ponds, regardless of Ownership or the Person performing the maintenance. Any such maintenance performed shall be in accordance with this Second Amended and Restated Declaration and any applicable Supplemental Declaration thereto.

5.13 Standard of Performance. Unless otherwise specifically provided herein or in other instruments creating and assigning such maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary. All maintenance shall be performed in a manner consistent with the Community Wide Standard and all Governing Documents. Neither the Association, nor any Owner shall he liable for any damage or injury occurring on, or arising out of the condition of, property which such Person does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

5.14 Party Walls and Similar Structures.

(a) Each wall, fence, driveway or similar structure built as a part of the original construction on the Lots which serves and/or separates any two (2) adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this *Section 5.14*, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

(d) The right of any Owner to contribution from any other Owner under this *Section 5.14* shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

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

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

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

(c) to obligate the Association to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of such Adjacent Properties, if any,

which are used by or benefit jointly the owners of such Adjacent Properties and the Owners within the Properties.

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

(e) The owners of such Adjacent Properties shall be subject to assessment by the Association only in accordance with the provisions of such Cost Sharing Agreement(s). If the Association is obligated to share costs incurred by the owners of such Adjacent Properties, the Cost Sharing Agreement shall provide whether such payments by the Association shall constitute Common Expenses or Neighborhood Expenses of the Association. The owners of the Adjacent Properties shall not be subject to the restrictions contained in this Second Amended and Restated Declaration except as otherwise specifically provided herein.

ARTICLE VI
INSURANCE AND CASUALTY LOSSES

6.1 Association Insurance.

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

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

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

(iii) Workers compensation insurance and employers liability insurance for any employees employed by the Association, if and to the extent required by law;

(iv) Directors and officers liability coverage in an amount determined by the Board of Directors, in its sole discretion;

(v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment in its sole discretion. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

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

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

(viii) Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the General Assessment, except that (i) premiums for property insurance obtained on behalf of a Neighborhood shall be charged to the Owners of Lots within the benefitted Neighborhood as a Neighborhood Assessment; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Assessment of the Neighborhood(s) benefitted unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate. In the event of an insured loss, the deductible shall be treated as a Neighborhood Expense and assessed in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one (1) or more Owners, or their family members, lessees, tenants, licensees, invitees or guests, then the Board may specifically assess the full amount of such deductible against such Owner(s) and their Lots pursuant to *Section 8.5*.

(b) Policy Requirements. The Association shall arrange for periodic reviews of the sufficiency of insurance coverage by one (1) or more qualified Persons, at least one (1) of whom must be familiar with insurable replacement costs in the Comal County and/or San Antonio, Texas metropolitan area. All Association policies shall provide for a certificate of insurance to be furnished to the Association. The policies may contain a reasonable deductible as determined by the Board of Directors, in its sole discretion, and the amount thereof shall not be subtracted from

the face amount of the policy in determining whether the policy limits satisfy the requirements of *Section 6.1(a).*

(c) Insurance coverage obtained by the Board shall:

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

(ii) be written in the name of the Association. Policies on the Common Areas shall be for the benefit of the Association;

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

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

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

(a) Any damage to or destruction of the Common Area or Exclusive Common Area Improvements shall be repaired or reconstructed unless a Majority of the total Board, without regard to vacancies, votes not to repair or reconstruct.

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

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

(d) Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and

for the benefit of the Association or the Neighborhood, as appropriate, and placed in a capital improvements account.

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

6.3 Owners' Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless the Association carries such insurance (which they may, but are not obligated to do hereunder). If the Association assumes responsibility for obtaining any insurance coverage on behalf of Owners, the premiums for such insurance shall be levied as a Specific Assessment against the benefitted Lot and the Owner thereof pursuant to *Section 8.5*.

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

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

Each Owner, by virtue of the acceptance of title to such Owner's Lot, and each other Person having an interest in or right to use any portion of the Properties, by virtue of accepting such interest or right to use, shall be bound by this *Section 6.4* and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed under this *Section 6.4*.

ARTICLE VII
ANNEXATION OF PROPERTY

7.1 Annexation of Unimproved Property. In the event the Association acquires ownership of unimproved Adjacent Properties, including but not limited to, a 25.114 acre proposed school tract situated in the Spencer Morris Survey No. 397, Abstract No. 411, Comal County, Texas and being out of that certain 504.494 acre tract, Tract 2, recorded in Document No. 200606016591, Official Real Property Records of Comal County, Texas, being the same tract of land conveyed by Bluegreen Southwest One, L.P., a Delaware Limited Partnership to the Board of Trustees of the Comal Independent School District by Special Warranty Deed recorded in Document No. 200906040730 in the Official Real Property Records of Comal County, Texas, the Association may annex any acquired unimproved Adjacent Properties to the provisions of this Second Amended and Restated Declaration. The annexation of such acquired Adjacent Properties shall require an affirmative vote of a Supermajority of the Board of Directors and without the vote of the Membership as permitted by the Restated Bylaws Article V, Section 5.20(B).

7.2 Annexation of Improved Property. In the event the Association acquires ownership of improved Adjacent Properties, the Association may annex any improved Adjacent Properties to the provisions of the Second and Amended and Restated Declaration. The annexation of such acquired improved Adjacent Properties shall require and affirmative vote of a Supermajority of the Board of Directors and approval by seventy percent (70%) or more of the total outstanding eligible votes of the Membership. For the purposes herein, improved Adjacent Properties shall be such adjacent properties that have been developed and improved with permanent structures and improvements.

7.3 Supplemental Declaration. Such annexation shall be accomplished by recording a Supplemental Declaration describing the property being annexed in the Public Records. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the annexed property. Any such annexation shall be effective upon recording unless otherwise provided therein.

ARTICLE VIII
ASSESSMENTS

8.1 Creation of Liens to Secure and Personal Obligation of Assessments and Charges.

(a) There are hereby created assessments for Association expenses as the Board may specifically authorize from time to time. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association as to each such Lot: (i) General Assessments to fund Common Expenses for the general benefit of all Lots as described in *Section 8.2*; (ii) Neighborhood Assessments for Neighborhood Expenses benefiting only Lots within a particular Neighborhood or Neighborhoods as described in *Section 8.3*; (iii) Special Assessments as described in *Section 8.4*;

(iv) Specific Assessments as described in *Section 8.5;* Working Capital Assessments as described in *Section 8.11; and* (f) other Charges.

(b) The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Property; for the improvement and maintenance of the Common Areas; for retention of professionals to aid and assist the Board of Directors, to hire professional management; to fund the day-to-day affairs of the Association, the acquisition of equipment, supplies, software and other necessary personal property for the operation of the Association and enforcement of the Governing Documents. The Assessments shall be placed in an operating account (the "Common Fund") for such purposes. At the sole discretion of the Board of Directors, additional money market and/or savings accounts may be maintained to allow all funds to be FDIC insured.

(c) All assessments and fees, together with interest, late charges, administrative fees, costs of collection, and reasonable attorneys' fees, shall be a charge and continuing lien upon each Lot against which the assessment is made until paid, as more particularly provided in this *Section 8.1* and in *Section 8.6*. Each such assessment, together with Charges, including interest, late charges, administrative fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first Mortgagee who obtains title to a Lot by exercising the remedies provided in its Mortgage or through a deed in lieu of foreclosure shall be liable for unpaid assessments which accrued prior to such acquisition of title.

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

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

(f) No Owner shall be exempt from liability for assessments by such Owner's non-use of Common Area, including Exclusive Common Area reserved for such Owner's use, abandonment of such Owner's Lot, or any other means. The obligation to pay assessments is appurtenant to, and inseparable from, ownership of Lot. Notwithstanding the above or anything herein to the contrary, however: (i) the obligation to pay assessments shall not commence until the Lot is conveyed to a Person as set forth in *Section 8.7*; (ii) no Owner who owns multiple Lots as of December 31, 2016, shall be obligated to pay more General Assessments, Neighborhood Assessments, or Special Assessments in any one fiscal year than the amount allocated to two (2) Lots, irrespective of the number of Lots owned by such Owner in Vintage Oaks at The Vineyard; and (iii) if an Owner owns more than one (1) Lot in Vintage Oaks at The Vineyard, the lien rights set forth herein shall attach to each and every Lot owned by said Owner in Vintage Oaks at The Vineyard for the full amount of all assessments and charges due and owing. An Owner that acquires multiple lots on or after January 1, 2017 shall pay one (1) General Assessment, Neighborhood Assessment and Special Assessment on a per lot basis for all Lots. Subject to the foregoing, an Owner that combines one (1) or more Lots into a single composite build site is still responsible for paying all Neighborhood Assessments for each Lot shown on the original plat regardless of the composite build site, unless such Owner provides to the Association replat verification of the combined Lots into one (1) Lot from Comal County. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

8.2 Budget and Payment of General Assessments.

(a) For the General Assessments, the Board of Directors shall determine the annual budget, based upon the anticipated Common Expenses, including reserves. The budget may contain other items as the Board of Directors may approve. The Board of Directors shall prepare the budget, on an annual basis, in the fourth (4th) quarter of each fiscal year for the following fiscal year, with each fiscal year beginning on January 1. The Board of Directors shall calculate each Lot's proportionate share and levy the General Assessments against each of the Lots for each calendar year on a uniform basis. In determining the total funds to be generated through the levy of General Assessments, the Board, in its sole discretion, may consider other sources of funds available to the Association, including any surplus from prior years and any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. The approval of the proposed budget increase of fifteen percent (15%) or less over the previous year shall be by a vote of a Majority of the Board of Directors. The approval of the proposed budget increase of more than fifteen percent (15%) shall be by a vote of a Supermajority of the Board of Directors.

(b) The General Assessment may be adjusted annually by the Board of Directors but shall not be increased by more than fifteen percent (15%) above that of the previous year. The approval of the budget with no increase shall be approved by a Majority of the Board of Directors.

Any increase in the General Assessment of fifteen percent (15%) or less shall require a vote of the Majority of the Board. Any increase in the General Assessment of more than fifteen percent (15%) above that of the previous year shall require the approval of a Supermajority of the Board of Directors.

(c) After the Board of Directors has determined the annual budget and the General Assessment for a given year, it shall give each Member prior written notice of the next General Assessment and each Member's proportionate share thereof, which will be uniform across all Lots subject to Assessments pursuant to this Second Amended and Restated Declaration. The Members' General Assessments are due and payable on the first (1st) day of January of each year and shall be collected annually, semi-annually, quarterly, or monthly in advance, as determined by the Board of Directors from time to time. Special Assessments, Specific Assessments, Working Capital Assessments and Charges are due and payable in accordance with the due date specified by the invoice provided to the Owner or party liable for the payment thereof.

8.3 Budget and Payment of Neighborhood Assessments.

(a) For the Neighborhood Assessments, the Board of Directors shall determine the separate annual budget, based upon the anticipated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred, including but not limited to, a gated roadway construction fee contained in each respective Supplement Declaration for gated communities. The Board shall establish a budget only to the extent this Second Amended and Restated Declaration, any Supplemental Declaration or the Bylaws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment. Any Neighborhood may request that additional services or a higher level of services be provided by the Association and, upon approval of a Majority of the Owners in the Neighborhood. Subject to the approval of the Board, the additional services may be provided, and any additional costs shall be added to such budget. Such budget may include a contribution establishing a reserve fund for repair and replacement of capital items maintained as a Neighborhood Expense, if any, within the Neighborhood. The Board of Directors shall prepare the budget, on an annual basis, in the fourth (4th) quarter of each fiscal year for the following fiscal year, with each fiscal year beginning on January 1. The Board of Directors shall calculate each Lot's proportionate share and levy the Neighborhood Assessments against each of the Lots for each calendar year on a uniform basis. The approval of the proposed annual Neighborhood budget with no increase shall be by a vote of a Majority of the Board of Directors. The approval of the proposed budget increase of fifteen percent (15%) or less over the previous year shall be by a vote of a Majority of the Board of Directors. The approval of the proposed budget increase of more than fifteen percent (15%) shall be by a vote of a Supermajority of the Board of Directors.

(b) The Neighborhood Assessment may be adjusted annually by a Majority vote of the Board of Directors but shall not be increased by more than fifteen percent (15%) above that of the previous year. Any increase in the Neighborhood Assessment of more than fifteen percent (15%) above that of the previous year shall require the approval of a Supermajority of the Board of Directors.

(c) After the Board of Directors has determined the annual budget and the Neighborhood Assessment for a given year, it shall give each Member prior written notice of the next Neighborhood Assessment and each Member's proportionate share thereof, which will be uniform across all Lots subject to Assessments pursuant to this Second Amended and Restated Declaration, a Supplement Declaration or the Bylaws. The Members' General Assessments are due and payable on the first (1st) day of January of each year and shall be collected annually, semi-annually, quarterly, or monthly in advance, as determined by the Board of Directors from time to time. Special Assessments, Specific Assessments, Working Capital Assessments and Charges are due and payable in accordance with the due date specified by the invoice provided to the Owner or party liable for the payment thereof.

8.4 Special Assessments.

(a) In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover (i) all or part of unbudgeted expenses or expenses in excess of those budgeted; (ii) non-recurring maintenance or for acquisition, construction, reconstruction, repair, or replacement of any capital improvements or Common Areas; (iii) the acquisition of property to become part of the Common Areas; (iv) to cover extraordinary expenses incurred or to be incurred by the Association; or for any other use consistent with the provisions of this Second Amended and Restated Declaration. The following procedure is hereby imposed to approve a Special Assessment.

(b) Any such Special Assessment may be levied against all Lots, if such Special Assessment is for Common Expenses, or against the Lots within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Special Assessments shall be allocated equally among all affected Lots and Owners ("Affected Owners"), subject to such Special Assessment.

(c) The power of the Association to levy a Special Assessment is vested in the Board of Directors, in its sole discretion and without approval of the Members. The approval of a Special Assessment shall require an affirmative vote of a Supermajority of the Board of Directors.

(d) Special Assessments shall be payable in such manner and at such times as determined by the Board, and in the sole discretion of the Board, may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

(e) Each Special Assessment shall be allocated among the Affected Owners s based on each Affected Owner's proportionate share. The obligation to pay Special Assessments shall be the joint and several obligation of each Affected Owner, provided, however, that if more than one (1) Person owns a Lot, then each such fractional Owner shall be jointly and severally liable for all of the obligations attributable to the Lot in the same manner as if such Lot were owned by one (1) Person.

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

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

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

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

(d) The Association may also levy a Specific Assessment against the Lots within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Second Amended and Restated Declaration, any applicable Supplemental Declaration, the Certificate of Formation, the Bylaws, and rules; provided, however, the Board shall give prior written notice to the Owners of Lots in, the Neighborhood and an opportunity for such Owners to be heard before levying any such assessment.

8.6 Remedies for Non-Payment of Assessments.

(a) Any assessments or other charges which are not paid when due shall be delinquent. Delinquent assessments shall bear interest from the due date at the rate established by the Board **of** Directors of the Association, or if not set by the Board, the lesser of (i) eighteen percent (18%); or (ii) at the highest rate allowed by law, together with such late fees as may be set by the Board. The Association may file a lien of record against any Lot where there remains an assessment unpaid for a period of thirty (30) Days or longer. Said lien shall be filed in the Public Records in a manner provided therefore by Title 5, Chapter 12 of the Texas Property Code. Such lien shall be superior to all other liens, except (a) the liens of any taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. The Association may bring an action at law against any Owner personally obligated to pay any assessments, charges, interest or other costs. Costs and reasonable attorneys' fees for the prosecution of any such action as allowed by the Act, shall be added to the amount due. In the event of such action at law and in the further event that such action results in a judgment being entered against the Owner and in favor of the Association, then, and in that event the Association shall collect on such judgment in such manner and to the extent provided and permitted by the laws of the State of Texas.

(b) The Association's lien may be foreclosed by judicial or nonjudicial foreclosure in like manner as a Mortgage on real estate under power of sale under Title 5, Chapter 5 of the Texas Property Code. Alternatively, the Association may foreclose the lien with power of sale by use of the procedures for Expedited Foreclosure as permitted by TEX. PROP. CODE § 209.0092 and shall give all required notices of the foreclosure sale as required by TEX. PROP. CODE § 209.0092, § 51.002 *et seq.* then in effect or any successor statute thereto. All fees, charges, late charges, fines, and interest are enforceable as assessments.

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

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

(e) The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to such sale or transfer. A Mortgagee or other purchaser of a Lot who obtains title pursuant to foreclosure of the Mortgage shall not be personally liable for assessments on such Lot due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.7 including such acquirer, its successors and assigns.

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

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

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

(a) All Common Area and such portions of the property that are included in the Area of Common Responsibility pursuant to *Section 5.1*;

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

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

8.10 Default Interest Rate; NSF Checks; Late Fees. Except as otherwise provided in the Governing Documents, any assessment levied upon an Owner which is not paid within fifteen (15) Days after the date upon which it is due shall bear interest at the lesser of: (i) the rate of eighteen percent (18%) per annum; or (ii) the maximum rate of interest permissible under the laws of the State of Texas. In addition, if any Owner pays any assessment (General, Neighborhood, Special or Specific) with a check on an account that has insufficient funds ("NSF"), the Board may, in its sole discretion, demand that all future payments be made by certified check or money order along with imposing a reasonable processing charge. Finally, the Association may charge a delinquent Owner an administrative late fee in an amount determined by the Board of Directors for each installment due to the Association which is delinquent. Any payment received by the Association shall be applied to the delinquent account in accordance with TEX. PROP. CODE § 209.0063.

8.11 Working Capital Assessment.

(a) Each Owner that acquires a Lot by deed, conveyance, transfer or assignment will pay a one-time Working Capital Assessment to the Association in such amount as may be determined by the Board from time to time in its sole and absolute discretion. The Working

Capital Assessment shall be due and payable simultaneously with the acquisition of title. Such Working Capital Assessment need not be uniform among all Lots, and the Board is expressly authorized to levy Working Capital Assessments of varying amounts depending if the Lot is improved or unimproved. For the purposes herein, an improved Lot has an existing, completed dwelling whether occupied or unoccupied. An unimproved Lot does not have an existing, completed dwelling. The Association may use the working capital to discharge operating expenses, unbudgeted expenditures, non-recurring maintenance or for acquisition, construction, reconstruction, repair, or replacement of any capital improvements or Common Areas, including fixtures and personal property related thereto, or for any other use consistent with the provisions of this Second Amended and Restated Declaration. The levy of any Working Capital Assessment will be effective only upon the Recordation of a written notice, signed by a duly authorized officer of the Association, setting forth the amount of the Working Capital Assessment and the Lots to which it applies. The Working Capital Assessment for improved Lots is currently set at One Thousand Five Hundred and No/100 Dollars ($1,500.00) and for unimproved Lots is set at Seven Hundred Fifty and No/100 Dollars ($750.00). The Board, at its discretion, may amend the Working Capital Assessment amount by way of resolution approved by a Supermajority of the Board.

(b) Notwithstanding the foregoing provision, the following transfers will not be subject to the Working Capital Assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (ii) transfer to, from, or by the Association; and (iii) voluntary transfer by an Owner to one or more co-owners, or by Owner to the Owner's spouse, child, parent or irrevocable trust of which Owner is the sole beneficiary. In the event of any dispute regarding the application of the Working Capital Assessment to a particular Owner, the Board's determination regarding the application of the exception will be binding and conclusive without regard to any contrary interpretation of this Section 8.11. The Working Capital Assessment will be in addition to, not in lieu of, any other Assessments levied in accordance with this Article VIII or otherwise (e.g. contained in a Supplemental Declaration) and will not be considered an advance payment of such Assessments. The Working Capital Assessment hereunder will be due and payable by the transferee to the Association immediately upon each transfer of title to the Lot, including upon transfer of title from one Owner of such Lot to any subsequent purchaser or transferee thereof. The Board will have the power to waive the payment of any Working Capital Assessment attributable to a Lot (or all Lots) by the Recordation of a waiver notice, which waiver may be temporary or permanent.

ARTICLE IX
ARCHITECTURAL STANDARDS

9.1 General. No exterior structure or improvement as described in *Section 1.25*, shall be placed, erected, constructed, installed or made (i) upon any Lot, or (ii) adjacent to any Lot where the purpose of the structure is to service such Lot, and no improvements shall be permitted except in compliance with this *Article IX*, and with the prior written approval of the ARA, unless exempted from the application and approval requirements pursuant to *Section 9.5(c)*.

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

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

(c) This *Article IX* shall not apply to improvements to the Common Area by or on behalf of the Association.

9.2 Architectural Review Authority. The ARA shall consist of not less than three (3) members, nor more than nine (9) members appointed by the Board. ARA members may not be members of the Board pursuant to TEX. PROP. CODE § 209.00505, provided however, should it become lawful for a member of the Board to be a member of the ARA, the Board, it its sole discretion, may then appoint Board members to the ARA. ARA members also may not be member of the Covenants and Guidelines Committee unless otherwise approved by the Board. The Board shall have the power of appointment and removal of any ARA member with or without cause, in its sole discretion. The members of the ARA must be Members of the Association or representatives of entity Members.

9.3 Vacancies. In the event of death, incapacity, resignation, or removal of any member of the ARA, the remaining member(s) shall have full authority to perform the duties of the ARA, until a replacement is properly appointed by the Board. No member of the ARA or its designated representatives shall be entitled to any compensation for services performed.

9.4 Power and Authority.

(a) The ARA shall have the power and authority to: (i) perform fact finding functions hereunder, (ii) construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction, (iii) from time to time, with Board approval, determine and publish reasonable standards for materials, colors and design for improvements and landscaping, site planning and other design guidelines for the Properties; (iv) designate one (1) or more members of the ARA or other designated representative to respond on behalf of the entire ARA; and (v) in the event of non-compliance with this *Article IX*, recommend to the Board the assessment of fines against the violating Owner, the Compliance Deposit and the Lot, if applicable and/or halt the non-complying construction (by sending statutory written notice to the non-complying Owner or proceeding by restraining order and/or injunction if necessary) and require resolution of such non-compliance before continuation of construction. The Board shall have the sole authority to establish from time to time, the charges ("ARA Fees) for plan review and inspections, for construction of Improvements and landscaping and the amount of any required compliance deposit ("Compliance Deposit") and landscaping deposit ("Landscaping Deposit") to be deposited with the Association prior to the commencement of the primary Single-

Family Residence. The Compliance Deposit is to ensure compliance of the Owner, Builder, supplier, contractor or subcontractors with the Governing Documents and the Design Guidelines and/or to cover damages to the Common Areas caused by Owner, Builder, supplier, contractor or subcontractors during the construction of the primary Single-Family Residence. Compliance Deposits or Landscaping Deposits are not required for construction of Improvements after the initial construction of the primary Single-Family Residence ("Supplemental Construction"). For Supplemental Construction of Improvements, including but not limited to, guesthouses, casitas, pool houses, swimming pools and hot tubs, room additions, remodeling and other Improvements ancillary to the primary Single-Family Residence, an Owner, Builder, supplier, contractor, or subcontractor shall comply with this Second Amended and Restated Declaration and Design Guidelines and other applicable Association Governing Documents. Failure to do so will subject the Owner, Builder, supplier, contractor or subcontractor to the provisions of *Section 4.3* and *9.11* herein.

(b) After the successful completion of the proposed Owner's Lot improvements (including all structures, fencing, landscaping, irrigation and cleanup), the ARA will refund the Compliance Deposit less any unpaid ARA fees or Charges that may have been assessed against the Compliance Deposit by the ARA for non-compliance with this Second Amended and Restated Declaration or any other Governing Document. For the purposes herein, Charges against the Compliance Deposit shall include, but are not limited to, fines, expenses incurred by the Association to correct or complete Improvements, maintenance, removal of debris or materials, cleaning or repairing Common Areas, administrative costs related to compelling compliance herewith, reasonable attorney's fees and any other costs directly related to the enforcement of this Second Amended and Restated Declaration. If at any time the Compliance Deposit falls below the required amount, the Owner or builder shall replenish the Compliance Deposit amount within ten (10) days' notice from the ARA. Failure to replenish the Compliance Deposit amount may result in the issuance of a cease and desist order by the ARA and assessment of fines.

9.5 Guidelines and Procedures.

(a) Design Guidelines. The Association has adopted Design Guidelines, that are separate and apart from this Second Amended and Restated Declaration, for all of the Properties and are subject to further supplementation, amendment or restatement. In addition to the residential restrictions contained in this Second Amended and Restated Declaration, **the Association has in force the Grove Design Guidelines and the Vintage Oaks Design Guidelines that are in addition and supplemental to this Second Amended and Restated Declaration**.

(b) The Board of Directors shall have the sole authority to supplement, amend or restate the Design Guidelines. Any supplements, amendments or restatements to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Board is expressly authorized to supplement, amend or restate and expand the Design

Guidelines to establish and maintain the Community-Wide Standards. The ARA shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

(c) Procedures. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of all proposed structures, Improvements and landscaping shall be submitted to the ARA, as appropriate, for review and approval (or disapproval). In addition, information concerning irrigation systems, drainage, lighting, grading, landscaping and other features of proposed construction shall be submitted as applicable and as required by the Design Guidelines. In reviewing each submission, the ARA may consider the quality of workmanship and design, harmony of external design with existing structures, and location in relation to surrounding structures, topography, and finish grade elevation, among other considerations. Decisions of the ARA may be based solely on aesthetic considerations. Each Owner acknowledges that opinions on aesthetic matters are subjective and may vary over time.

(d) The ARA shall have thirty (30) days from the date all plans, specifications, deposits, and fees are submitted and received by the ARA to approve or disapprove the submittal. If the ARA fails to approve or disapprove such plans and documents in writing within the thirty (30) day period or the vote of the members of the ARA results in a tie, such plans, specifications, and documents **shall be deemed disapproved**. The ARA, at its sole discretion, shall have the option to review the submittal after the expiration of the thirty (30) days or may request the Owner to renew its submittal. If a completely new submittal is required by the ARA, the ARA Fees, the Compliance Deposit and Landscaping Deposit shall transfer to the new submittal. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Design Guidelines unless a variance has been granted in writing by the appropriate reviewing body pursuant to *Section 9.9*.

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

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

(g) If the ARA determines that the complexity of a request for architectural approval so warrants, it may retain an architect, engineer or other needed professional for assistance and advice, in which event the estimated reasonable costs of such architect, engineer or professional shall be paid, in advance, by the Owner requesting the approval, and the thirty (30) day review period shall begin once such payment has been made. The relevant Owner will be reimbursed for any overpayment of such costs, or shall pay any underpayment of such costs, promptly after the final costs are known.

(h) Approval by the ARA for Supplemental Improvements shall be effective for a period of ninety (90) days unless otherwise stipulated in the approval letter. If work has not commenced within the approved time frame, the approval shall expire, and no work shall thereafter be commenced without resubmitting plans to the appropriate reviewing body. Additional construction deposits may also be requested where new approvals are required.

9.6 Specific Guidelines and Restrictions. In addition to the following activities requiring prior approval for the commencement of construction of structures and Improvements within the Properties, the hereinafter scheduled items are strictly regulated, and the Board shall have the right, in its sole discretion, to prohibit or restrict these items within the Properties by supplementing, amending or restating the Design Guidelines for application by the ARA. Each Owner must strictly comply with the terms of this *Section 9.6* unless approval or waiver in writing is obtained from the ARA or the Board, as applicable. The Board may, but is not required to, adopt specific guidelines as part of the Design Guidelines or rules, regulations and policies which address the following items:

(a) Plan Approval. No building, fence or other structure or Improvement of any character, including but not limited to, swimming pools, driveways, sidewalks, drainage facilities, landscaping (original installation and replacement thereof), walkways, fountains, statuary, outdoor lighting, in ground basketball goals, playscapes, gardens, including raised gardens, greenhouses, rainwater collection systems, gazebos, pergolas, playhouses, hot tubs, landscaping berms, permanent and temporary dog runs and animal pens, front and backyard patios, window air conditioning units, synthetic turf and signs shall be erected, placed, added to, removed, demolished, modified or altered on any Lot until the building plans and specifications, including dimensions, exterior elevations and exterior colors and all exterior materials therefor and the location of the proposed structure, pavement, and landscaping have been submitted to and approved by the ARA as being in compliance with this Second Amended and Restated Declaration as to use, quality of workmanship and materials, nature of materials, harmony of external design and external colors with existing and proposed structures in Vintage Oaks at the Vineyard, and location of Improvements with respect to topography, finished grade elevation, boundary lines and building lines. The ARA has complete authority in its discretion to approve or disapprove any variance prospectively or retroactively concerning such Improvements subject to the right of appeal as set forth in TEX. PROP. CODE § 209.00505.

Notwithstanding the foregoing, the Association shall regulate antennas, satellite dishes, or any other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind only in strict accordance with all federal laws and regulations. Placement of satellite dishes in the front yard, or in the side yard, or in front of the rear dwelling setback is prohibited.

(b) Lighting. All exterior lighting, including LED light arrays, or solar lights, must be approved by the ARA whether for use in front of the home or the back yard. Low voltage, down-lighting is required to reduce glare and light pollution. The location, placement and direction of all lighting, whether for security or decorative, including solar lights, should enhance the landscape and dwelling and must not encroach upon adjacent property.

(c) Temporary or Detached Structures. Except as may be permitted by the appropriate reviewing body, no temporary house, dwelling, garage, barn or outbuilding shall be placed or erected on any Lot. No mobile home, trailer home, travel trailer, camper or recreational vehicle shall be stored, parked or otherwise allowed to be placed on a Lot as a temporary or permanent dwelling. These recreational vehicles shall be subject to the restrictions set forth in *Section 10.4* of this Second Amended and Restated Declaration. Additionally, no manufactured home shall be placed, erected, constructed or permitted within the Properties. "Manufactured home" shall include any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home, and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, of Vernon's Texas Civil Statutes. The placement of prefabricated and transportable sections onto a permanent foundation and the inspection of the resulting structure by the building inspector of the local governing authority shall not exempt such structure from this prohibition. Prefabricated accessory structures, such as sheds and gazebos, must be reviewed and approved by the ARA in strict accordance with this *Article IX*.

(d) Accessory Structures. With the approval of the ARA, accessory structures, such as wood bins, raised garden beds, trellises, arbors, fire pits and landscape berms, may be placed on a Lot. Such accessory structures shall conform in exterior design and quality to the dwelling on the Lot. Location of all accessory structures shall be determined by the ARA and located within the side and rear setback lines. No such structures shall be permitted in front of the street-facing side of the dwelling. Notwithstanding anything herein to the contrary, the ARA may, in its discretion, establish stricter or more restrictive standards. Walled structures and structures that utilize a foundation and/or create a climate-controlled environment, such as outbuildings, sheds, and detached garages are considered accessory buildings and are subject to approval by the ARA, in addition to the terms, conditions, rules, regulations and policies of the applicable site Design Guidelines which govern the applicable Unit. For additional information, please see the Vintage Oaks Design Guidelines, *Section 7.0*, or the Grove Site Design Guidelines, *Section 8.09*).

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

(f) Minimum Dwelling Size. A minimum square footage of enclosed, heated and cooled living space for residential dwellings, which minimum may vary from one Neighborhood to another, or which minimum may vary from one Lot to another, may be established in the Design Guidelines or in a Supplemental Declaration. Upon written request of an Owner, the ARA may waive the minimum square footage requirement if, in the reviewing body's sole discretion, the resulting appearance of such residential dwelling will preserve and conform to the overall appearance, scheme, design, value and quality within the Properties. The front, street-facing side of the main dwelling shall have varied design elements so as to avoid "flat" or "straight" front facades.

(g) Fences, Walls and Hedges. All fences, walls (including gabion, or stacked stone), and hedges shall be installed in accordance with the applicable Design Guidelines, and as may be set forth in a Unit Supplemental Declaration and, unless otherwise approved by the ARA, shall be located on or within the Lot property line.

(h) Driveways on Lots Less Than One (1) Acre. All driveways for lots within the Subdivision that are 0.99 of an acre or less that access the Public Right-of-Way (as defined in *Section 9.6 (i) (*below) must be constructed in accordance with the driveway detail standard contained in the Design Guidelines (the "Driveway Detail"). Each Owner will maintain the driveway that provides access to such Owner's Lot in good condition and repair, reasonable wear and tear excepted. Any reconstruction or modification of driveways described in this *Section 9.6 (h)* must conform to the Driveway Detail and must be approved in advance by the ARA.

(i) Improvements Within Right-of-Way (Lots Less than One (1) Acre). For those Lots within the Subdivision that are 0.99 of an acre, or less, which also include a street right-of-way (the "Public ROW") that will be dedicated to Comal County, Texas (the "County"), those portions of the Public ROW include, or will include, landscaping and irrigation facilities, green/open space and curbs (collectively, the "ROW Facilities"). The Association shall have an easement over and across the Public ROW for the installation, operation, maintenance, repair, removal, and/or modification of the ROW Facilities. Notwithstanding the foregoing provision, the ROW Facilities may not be relocated from the portion of the Public ROW on which the ROW Facilities were originally constructed or expanded to include other portions of the Public ROW without the express written consent of the County. Upon completion of the ROW Facilities, the ROW Facilities will be considered Common Area of the Association and the Association shall be responsible for maintaining the ROW Facilities in good condition and repair, reasonable wear and tear excepted, and in accordance with applicable law. The estimated costs incurred, or expected to be incurred, by the Association to operate, maintain, repair, remove, and/or modify the ROW Facilities will be paid by the Members through Assessments. The easement reserved in favor of the Association is expressly subject and subordinate to the present and future rights of the County, its successors, assigns, lessees, grantees, and licensees, to enter upon the Public ROW for any purpose including, but not limited to: the construction, installation, maintenance, and/or operation and renewal of any public utilities, franchised public utilities or roadways or streets on, beneath or above the surface of the Public ROW. The easement and rights reserved and conferred herein to the Association shall not be construed to limit, in any way, the County's ownership interest in or to the Public ROW, or the authority of the County to widen, construct, alter, or improve the Public ROW, or the County's right, at any time, to enter upon the Public ROW.

(j) The Association is advised that the County may require that the ROW Facilities be removed if deemed necessary by the County in the interest of public health, safety, and/or welfare. The Association, shall, at its sole expense, maintain commercial general liability insurance with a combined single limit of not less than FIVE HUNDRED THOUSAND AND N0/100 DOLLARS ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the County as an additional insured. This insurance coverage shall remain effective so long

as the ROW Facilities exist. To the extent permitted by applicable law, the Association shall indemnify, defend, and hold harmless the County and its officers, agents, and employees against any and all claims, suits, demands, judgments, and expenses, including attorney's fees, including, but not limited to, liability for personal injury, death or damage to any person or property which is proximately caused by the Association's operation, maintenance, repair, removal, and/or modification of the ROW Facilities. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses: (i) for which the County shall have been, or is entitled to be compensated by insurance as provided by this *Section 9.6(j)*; or (ii) which are proximately caused by the negligent or willful acts of the County, its officers, agents, employees, or contractors.

(k) Rules, Regulations and Policies. The Association shall, from time to time, adopt rules, regulations and policies as permitted by the Governing Documents and/or the Act, including but not limited to, solar systems, rainwater collection systems, yard art, flags, xeriscaping, security measures, pool enclosures and such other policies as the ARA determines is appropriate to maintain the Community-Wide Standards, subject to the approval of the Board. Land use restrictions contained in any rule, regulation or policy shall be enforceable to the same extent as the restrictions contained in this Second Amended and Restated Declaration, subject to the limitations of the Governing Documents and the Act.

(l) Signage. No sign of any kind shall be erected by an Owner, occupant or Builder without the prior written consent of the ARA except such signs as may be required by legal proceedings. Otherwise, all signs must comply with the Grove Design Guidelines or the Vintage Oaks Design Guidelines, and other Governing Documents, as applicable, as amended from time to time. Unless in compliance with the Design Guidelines and other Governing Documents, no signs shall be posted or erected by any Owner or occupant within any portion of the Properties, including the Common Area, any Lot, any structure, or dwelling located on the Common Area or any Lot (if such sign would be visible from the exterior of such structure or dwelling).

9.7 Completion of Construction: Occupancy of Unfinished Lots. No dwelling erected upon any Lot shall be occupied in any manner during the course of construction, or at any time prior to the dwelling being fully completed. After the commencement of construction, each Owner shall diligently continue construction to complete such construction in a timely manner. With respect to the construction of a residential dwelling, such construction shall be completed within one (1) year from the date of approval by the ARA. The Board shall have the discretionary authority to extend completion dates under extraordinary circumstances, including but not limited to, contractor, labor, supply chain shortages, *force majeure* or other events not within the control of the Builder and/or Owner that delayed the construction.

(a) For the purposes of this *Section 9.7*, commencement of construction shall mean that (i) all plans for such construction have been approved by the ARA; (ii) a building permit has been issued for the Lot by the appropriate jurisdiction; and (iii) construction of a residential dwelling on the Lot has physically commenced beyond site preparation. Completion of a dwelling shall be deemed to have occurred upon "substantial completion."

(b) For the purposes of this *Section 9.7*, substantial completion shall be defined to be the date that the ARA certifies that the improvements are sufficiently complete in accordance with the Governing Documents and any other building specifications of the ARA as such may be established and amended from time to time and, with respect to initial construction, that the Owner may occupy the improvements for use as a single-family residential dwelling.

(c) It shall be the responsibility of a builder of any residences which are not under contract to a buyer to install appropriate landscaping materials within six (6) months from the date the residence constructed by said builder has been declared available for occupancy (provided no buyer has entered into contract on the residence). The ARA reserves the right to withhold the Compliance Deposit until such time that a Landscape Plan has been submitted to the ARA, and the work has been satisfactorily completed (refer to Vintage Oaks Design Guidelines, *Section 9.0,* and the Grove Design Guidelines, *Section 8.0*).

9.8 No Waiver of Future Approvals. Approval of proposals, plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval. The ARA shall not withhold future approvals contingent upon completion or correction of an applicant's current Improvements.

9.9 Variance and Waivers. The ARA, at its discretion, may authorize Variances and Waivers from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations or other reasons require, but only in accordance with duly adopted rules, regulations and policies. A Variance is defined as a formal request initiated by the Owner and at Owner's expense to formalize a material noncompliance from the Covenants or Design Guidelines and must be approved by the ARA. A Waiver is defined as an informal request initiated by the Owner, at Owner's expense, to evidence an immaterial deviation from an applicable rule, regulation or Design Guideline that is determined by the ARA, in its sole discretion, to not warrant a formal Variance. Variances are issued by the ARA through a formal, documented process that produces the rationale used in issuing the Variance and is memorialized for future reference by filing the Variance in the Official Public Records of Comal County, Texas. A Waiver is evidenced by a written informal letter issued by the ARA to the Owner identifying the permitted deviation from an applicable rule, regulation or Design Guideline. Such Variances and Waivers may only be granted, however, when unique circumstances dictate, and no Variance or Waiver shall be effective unless in writing. No circumstance prevents the ARA from denying a Variance or Waiver in other similar circumstances. If the ARA elects to grant a Variance or Waiver, the Variance or Waiver will recite the basis for the approval and issuance of the Variance or Waiver, specifically detailing the existing circumstances warranting the Variance or Waiver. The grant of a Variance or Waiver to allow a deviation from the Second Amended and Restated Declaration, Design Guidelines or any applicable rules or regulations shall not be considered a precedent for other similar circumstances. Each consideration of a Variance and Waiver shall be on a case-by-case basis. For purposes of this *Section 9.9*, the inability to obtain approval of any governmental

agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a Variance or Waiver.

(a) A Variance or Waiver granted due to hardship may be temporary or permanent and responsive to the unique circumstances of each case. The ARA shall also authorize a submission of construction plans that include a wheel chair ramp access to the front door of any home as may be required for a disabled individual in accordance with ADA or other State law requirements.

(b) A Variance or Waiver from compliance with the Design Guidelines, the Second Amended and Restated Declaration, or an approved ARA Application may be requested by an Owner or Builder, and shall be requested in writing to the ARA. An Owner or Builder shall seek a Variance or Waiver **before** any modification, alteration, or deviation from an approved design or construction is executed. Any such modification, alteration or deviation must be approved in writing by the ARA in advance of any work done pursuant to the Variance or Waiver requested.

(c) The ARA may, but has no duty to, consider granting a Variance or Waiver for such modifications, alterations or deviations after the fact. However, if the ARA denies such a Variance or Waiver, the ARA reserves the right to require any Owner to restore their Lot to its previous and/or approved condition in the event un-approved Improvements or modifications are constructed thereon. The Owner or Builder receiving the ARA denial shall have a right of appeal pursuant to TEX. PROP. CODE § 209.00505, as amended. The ARA may, from time to time, grant Variance or Waiver in accordance with *Section 9.9* of this Second Amended and Restated Declaration. The ARA will grant or deny the Variance or Waiver request in writing. No variance and exception are allowed unless the Owner or the Builder has received a written notice of approval from the ARA.

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

held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the committees and their members shall be defended and indemnified by the Association as provided in *Section 4.5.* NEITHER THE BOARD, THE ARCHITECTURAL REVIEW AUTHORITY, NOR ANY MEMBER WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL REVIEW AUTHORITY'S DUTIES UNDER THIS SECOND AMENDED AND RESTATED DECLARATION.

9.11 Enforcement. Any member of the ARA or the Board, or the representatives of each, shall have the right, during reasonable hours and after reasonable notice, to enter upon any Lot to inspect for the purpose of ascertaining whether any structure or improvement is in violation of this *Article IX*. Any structure, improvement or landscaping placed or made in violation of this *Article IX* shall be deemed to be nonconforming. Upon written request from the ARA, the Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of the ARA or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed. Entry for such purposes and in compliance with this *Section 9.11* shall not constitute a trespass. In addition, the Board may enforce the decisions of the ARA by any means of enforcement described in *Section 4.3.* All costs, together with the interest at the maximum rate then allowed by law and attorney's fees as allowed by the Act, may be assessed against the benefited Lot and collected as a Specific Assessment.

(a) Unless otherwise specified in writing by the ARA, an approval granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Lot, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work, the Association shall be authorized, after notice to the Owner of the Lot and an opportunity to be heard in accordance with the Association's Hearing Policy and TEX. PROP. CODE § 209.007, as amended, to enter upon the Lot and remove or complete any incomplete work and to assess all costs incurred against the Lot and the Owner thereof as a Specific Assessment.

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

(c) In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this *Article IX* and the decisions of the ARA.

ARTICLE X
USE RESTRICTIONS

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

10.2 Rules, Regulations and Policies. In addition to the use restrictions set forth in this *Article X*, as permitted by *Section 9.06 (k)*, the Board may, from time to time, without consent of the Members, promulgate, modify or delete rules, regulations and policies applicable to the Properties. Such rules, regulations and policies shall be distributed to all Owners and occupants prior to the date that they are to become effective and shall thereafter be binding upon the Owners and occupants.

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

(a) No real estate brokerage firms, real estate sales offices, or any other business directly or indirectly selling and/or managing real property or improvements shall be permitted within the Properties except with the Board's prior written approval which may be denied in Board's sole discretion. No other trade or business activity shall be conducted upon a Lot without the prior written approval of the Board.

(b) The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is

engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required,

10.4 Vehicles and Parking.

(a) Generally. Automobiles, and non-commercial trucks or vans shall be parked only in garages or on Owner driveways serving the Lots unless otherwise approved by the ARA; provided, however, the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Visitor parking on the street is permitted on a limited basis as determined by the Board of Directors from time to time, in its sole discretion. Vehicles parked on the street shall be parked facing the direction of traffic flow for the side of the street the vehicle is parked. Notwithstanding the preceding, overnight parking is strictly prohibited. Owners are expected to require overnight guests to park in the Owner's driveway and not park on the street or within any easement. Owners are encouraged to consider future overflow parking needs in their driveway design and construction, and the design should allow for safe maneuvering of vehicles in and out of the garage and driveway. No parking of any vehicles on crushed granite, grass or other natural areas is permitted. Vehicles must be parked parallel with the direction of the driveway, either facing forward or backwards but no parking sideways on a driveway is permitted. The Board of Directors is empowered to adopt, amend or supplement, by a majority vote, any of these parking rules and regulations in its sole discretion. Any such amendments, rules or regulations may be adopted in the form of a policy to supplement this *Section 10.4(a).*

(b) Grove Parking. In addition to the general parking rules in *Section 10.4(a)*, Lot within the Grove shall have additional parking rules. Owner street parking is not permitted within the Grove. Visitors may park on the street during daylight hours from 7 a.m. until 7 p.m. Owners may not habitually park their vehicles on the street, which can create a traffic flow problem on neighborhood streets and may create an impasse for first responders arriving in firetrucks or ambulances and delay their arrival response in an emergency.

(c) Inoperable Vehicles. No automobile, non-commercial truck or van, or commercial vehicle may be left upon any portion of the Properties, except in a garage, if it is unlicensed, inoperable or is otherwise incapable of being operated upon a public highway. Tarped vehicles, particularly if left sitting on a driveway, may be subject to such vehicle Owners' having to present proof of licensure and operational status, or else the vehicle must be stored in the garage. Such vehicles shall be considered a nuisance and the Association may affect their removal from the Properties.

(d) Motorized Vehicles. No motorized vehicles (excluding motorized mobility devices used pursuant to person's disability), shall be permitted on pathways, trails, or unpaved Common Areas except for public safety vehicles and vehicles used by the Association.

(e) Recreational Vehicles. Recreational and utility vehicles shall be parked or stored in garages only as set forth in this Second Amended and Restated Declaration. The term "recreational vehicles," as used herein, shall include but is not limited: to motor homes, travel

trailers, travel vans, buses, and campers. Recreational vehicles which may be legally operated on a public street may be operated on the streets within the Properties only by a licensed driver in accordance with Texas law. Non-licensed drivers are not permitted to drive vehicles of any type on streets within Vintage Oaks at the Vineyard Neighborhoods. Motorized recreational vehicles are not permitted in Timber Ridge Park except for event parking and the park playground use. Off-roading in Timber Ridge Park or other Common Areas, or adjacent undeveloped areas is not permitted.

(f) The term "watercraft," as used herein shall include but is not limited to boats, jet skis or other watercraft. The term "motorized sports equipment" as used herein shall include but is not limited to off-road motorcycles, unlicensed dirt bikes, "all-terrain" vehicles, mini bikes, scooters, go-carts, and golf carts, subject to the provisions of TEX. TRANS. CODE CHAPTER 551, Section 551.403. Any recreational vehicle parked or stored in violation of the provision shall be considered a nuisance and may be removed from the Properties.

(g) Recreational Vehicles Temporary Parking ("RVs").

(i) Owners may only park RVs on their driveways for purposes of loading for a trip, or for offloading upon return from a trip. Owners may not park on the driveways for more than seventy-two (72) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager. Owners must not store their RVs on their driveways.

(ii) Guests visiting in recreational vehicles may park the visiting recreational vehicle in the driveway of a Lot for a period of seventy-two (72) hours and for a period not to exceed seven (7) days with a visitor's parking permit. Permits must be obtained from the Property Manager in advance for Owner guests.

(iii) Watercraft. Owners may only park watercraft on their driveways for purposes of loading, unloading or maintaining the same. Owners may only park watercraft on a driveway for no more than seventy-two (72) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager.

(iv) Motorized Sports Equipment. Owners may only park motorized sports equipment on their driveways for purposes of loading, unloading or maintaining the same. Owners may only park such equipment on a driveway for no more than forty-eight (48) hours at a time. Where additional time is required, permits may be obtained by contacting the Property Manager.

(v) Utility Trailers. Utility trailers and any construction vehicle or heavy machinery, including but not limited to a BobCat, skid-steer, or a tractor may not be parked on driveways except during construction or in actual use. Utility trailers attached to vehicles parked in a driveway are equally subject to this provision.

(vi) Commercial Vehicles. A commercial motor vehicle (CMV) is one that is operated primarily for commercial purposes, and in the course of business-related thereto. Any vehicle with decals, graphics or writing (excluding bumper stickers and other common displays affixed to non-commercial vehicles), which advertise a service, product or business shall be considered a commercial vehicle. Commercial vehicles must be parked in the Owner's enclosed garage when not in use, and not on the Lot, driveway, or in an easement.

(vii) In addition to the definition given above, the following shall be considered commercial vehicles:

(1) Vehicles having road tag exemptions;

(2) Class 4 (buses)*;

(3) Class 6 or higher vehicles*;

(4) A combined weight of 10,000 lbs.;

(5) A passenger capacity of 10+ persons;

(6) A length of 28 feet or longer; and

(7) Industry specific hardware fixed to the exterior such as but not limited to ladders, storage racks, storage panels, cranes, etc.

**As defined by the Federal Motor Carrier Safety Administration*

(h) All other vehicles are classified noncommercial, recreational, or residential and may be subject to other guidelines. Exempt from these commercial vehicle restrictions are all police, public service, or rescue vehicle.

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

10.5 Leasing. The leasing of Lots shall be regulated by the provisions in this *Section 10.5* and any duly adopted Leasing Policies setting for the rules and procedures for leasing within the Properties as determined by the Board of Directors, in its sole discretion.

(a) Lots may be leased by an Owner, so long as: (i) the Owner resided in the residence on the Lot for the first twelve (12) consecutive months after acquiring an ownership interest in the Lot; (ii) residents are leasing the entire Lot (including all improvements thereon) for single-family residential use; (iii) the term of the lease is not less than six (6) months; and (iv) the Owner and the residents have the intent that the residents remain on the Lot, and that it becomes the resident's place of residency; that is, that the residents will make the Lot and residence thereon their home. Subleasing of a Lot and residence is strictly prohibited unless prior written approval is received from the Board which shall be determined in its sole discretion. Uses such as short-term leases (less than six (6) months), temporary or transient housing, hotel, motel, vacation

rental, and bed and breakfast, residences listed on, or rented or exchanged through, an online service or platform such as Airbnb, Vrbo (Vacation rentals by owner), HomeAway, HomeExchange, Intervac, Home Swap, CasaHop, or any company offering or facilitating similar services or platforms for short-term rentals, vacation rentals, weekend or special events rentals, or home exchanges shall each be considered a "business use" and are expressly prohibited. The preceding restriction shall also include swimming pools leased, rented or exchanged on a temporary basis. The Board of Directors, in its sole discretion, may grant a waiver of any of the preceding conditions if special circumstances warrant such a waiver.

(b) The provisions regarding leasing contained herein shall not preclude: (i) the Association or an institutional lender from leasing a Lot upon taking title following foreclosure of its security interest in the Lot or upon acceptance of a deed in lieu of foreclosure, or (ii) the seller or transferor of a Lot from leasing back the Lot for a period of time up to one hundred eighty (180) Days after the closing of the sale or transfer of such Lot. Leases will not relieve the Owner from compliance with the Second Amended and Restated Declaration, Bylaws, use restrictions and rental and leasing rules, regulations and policies of the Association. All leases shall be in writing and shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, use restrictions, and rental and leasing rules, regulations and policies of the Association. The lease shall also obligate the tenant to comply with the foregoing. The Board may require notice of any lease together with such additional information deemed necessary by the Board, subject to the limitations of TEX. PROP. CODE § 209.016, as amended. The Board is empowered to adopt additional leasing rules, regulations and policies as determined in its sole discretion. Any additional rules, regulations and policies adopted shall be prospective and not retroactive.

10.6 Occupants Bound. All provisions of the Second Amended and Restated Declaration, Bylaws, and of any rules, regulations and policies, use restrictions or Design Guidelines governing the conduct of Owners and establishing sanctions against Owners shall also apply to all occupants even though occupants are not specifically mentioned. Fines may be levied against Owners or occupants. If a fine is first levied against an occupant and is not paid timely, the fine may then be levied against the Owner. Owners of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with the enforcement of the Governing Documents against the Owner's tenant. The Association shall not be liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association's enforcement of the Association's Governing Documents against the Owner's tenant.

10.7 Animals and Pets. No animals, livestock, swine, poultry or fowl of any kind may be raised, bred, kept, or permitted on any Lot except for dogs, cats, (as such may be made subject to rules, regulations and policies adopted by the Board) or other usual and common household pets, not to exceed four (4) in total number, except as otherwise permitted by the Board within certain Units, or as may be set forth in a Unit Supplemental Declaration. The keeping of bees shall be subject to the approval of the Board, in its sole discretion, and subject to any limitations, restrictions and policies duly adopted by the Board. No exotic pets may be kept, bred, or

otherwise maintained on a Lot. No animal shall be allowed to be off leash when outside of the Owner's Lot. The Board may adopt further rules, regulations and policies governing animals on the Properties. Owners are required to promptly remove any solid pet wastes from all Common Areas, roadways, Private Streets and Subdivision trails.

The Board, in its sole and absolute discretion, may determine that an animal constitutes a danger or nuisance (barking dogs, bees for example) in the Properties, or a danger to Owners, guests, nearby property, or wildlife. Any such animal shall be removed from the Properties. By way of explanation and not limitation, this *Section 10.7* may be enforced by exercising self-help rights provided in *Section 4.3*.

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

(a) No noxious or offensive activity shall be carried on within the Properties, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Properties There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

(b) Without limiting the generality of the foregoing, no speaker, loud music, horn, whistle, siren, bell, amplifier or other sound device, (except such devices as may be used exclusively for security purposes or as approved by the ARA) shall be located, installed or maintained upon the exterior of any structure on the Lot unless required by law. Any siren or device for security purposes shall contain a device or system which causes it to be shut off automatically.

Quiet Hours: All loud music and noise originating from a Lot shall cease by 12:00 A.M. (Midnight) on Friday and Saturday, and by 10:00 P.M. on Sunday through Thursday. The quiet hours may be amended from time to time by resolution by a Majority of the Board of Directors, in its sole discretion.

10.9 Streams. No streams that run across any Lot may be dammed, or the water therefrom impounded, diverted or used for any purpose without the prior written consent of the Board.

10.10 Drainage and Grading.

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

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

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

10.12 Storage and Disposal of Garbage and Refuse.

(a) No trash may be stored on the street or in view of the street, and trash only should be put out for pick up in the morning on the day of pick up. No Lot shall be used or maintained as dumping grounds for rubbish. Trash, garbage, or other waste materials must be kept in sanitary containers issued by the waste removal provider. For any additional containers used by an Owner, the containers must be constructed of metal, plastic, or masonry materials with sanitary covers or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. Trash and recycle containers shall be stored out of sight from the street-facing front facade (Lot line to lot line view), or in Owner garages, or with a good faith effort behind approved masonry screening. Trash and recycling containers should not be placed for pick-up any earlier than 5:00 pm the day prior to collection and shall be returned to their storage location no later than the end of the day of regular trash collection. Trash and recycling

containers shall not be placed on the roadway or in any other manner which creates a safety hazard.

(b) Cut brush may not be stored on the street or in view of the street any earlier than the weekend prior to brush pickup. When stored on the street or in view of the street, brush may not extend beyond the Owner's Lot onto adjoining Lots or right-of-way. Said brush must be bundled in four foot (4') lengths. The disposal of mattresses on bulk trash pick-up days is prohibited.

(c) All rock piles or debris piles created during initial construction, or during a subsequent improvement must be used as part of a Landscaping Plan or removed from the property within six (6) months of the initial build, or three (3) months of a subsequent improvement project.

(d) No lumber, metals, bulk materials, refuse, or other similar materials shall be kept, stored, or allowed to accumulate outside the buildings on any Lot, except during the initial construction period of the improvements to the Lot. In addition, during construction the building materials on any Lot shall be placed and kept in an orderly fashion. Trash and debris shall not be permitted to be windblown from the Lot to neighboring Lots and if it should occur, the Owner and/or Builder shall immediately retrieve the trash or debris and dispose of it properly. Any Lot on which construction is in progress shall be monitored daily. At all times all materials shall be neatly stacked or placed, and any trash or waste materials shall be removed. Trash and debris shall be contained in standard size dumpsters or other appropriate trash receptacles and removed regularly from Lots and shall not be buried or covered on the Lot. Should Owner or Builder fail to have the dumpster emptied when full just below the top of the dumpster, the Owner and Builder appoint the Association as its agent to have the dumpster serviced at Owner's and Builder's expense. Other rules and regulations for maintenance of a Lot during construction may be contained in the Design Guidelines.

(e) No activity shall be conducted on the Lots and no Improvements shall be constructed on the Lots which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires shall be lighted or permitted, except within interior and exterior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult, and no butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for: (i) portable, small-sized tanks used solely to fuel barbecue units or portable heaters, (ii) fuel tanks installed in vehicles, boats or equipment, (iii) a reasonable number of portable cans/tanks used to refuel equipment or vehicles; or (iv) butane tanks fully buried and not visible from any street or other Lot unless otherwise approved by the ARA.

(f) Burning of brush or debris is permitted but, any outside burning of brush or debris shall be in strict compliance with the outside burning regulations of Comal County, Texas, or any other relevant government body. Before burning, visit the Comal County Fire Marshal

(https://www.co.comal.tx.us/Fire_Marshal.htm) for information about burning regulations and to determine if a burn ban is on or off. Additionally, the following rules will apply in Vintage Oaks at the Vineyard:

(i) No burning is permitted unless weather conditions are conducive to commencing and completing an open burning of brush or debris;

(ii) Burning should be done only in a location that is safe for the open burn without risk of damage to any surrounding area or improvements;

(iii) Smoke from the burn must not move in a direction to cause nuisance to any third party;

(iv) The burn must be supervised by an adult at all times until the fire is completely extinguished, smoldering embers will be treated as a burning fire;

(v) After the burn is complete, precautions must be taken to cover the ashes to prevent them from being rekindled while unsupervised;

(vi) No burning under power lines, trees or structures;

(vii) A hose, water supply and/or shovels shall be on site to control the fire in a concentrated area;

(viii) Adequate manpower should remain on site to control the fire in the case of an emergency;

(ix) The fire must be extinguished if the party monitoring the fire leaves the fire site;

(x) Burning is limited to brush, debris and natural vegetation materials from the lot only and no materials may be imported for burning; and

(xi) Burning construction debris or materials is explicitly prohibited.

(xii) **There shall be no burning on any Association Common Areas by Owners or guests, and specifically, but not limited to, open firepits, campfires and burn piles are PROHIBITED. Notwithstanding the preceding, the Association or its designee shall be permitted to burn cleared trees, brush, limbs and debris in connection with the Association's maintenance of Common Areas. The burn shall be a controlled, fully supervised fire compliant with all local and county rules and regulations.**

Any infractions shall result in fines being assessed and privileges to use the Association Common Areas suspended by the Board of Directors, at its discretion.

(g) No Lot may be subdivided except with the written consent of Declarant during the Development Period and thereafter, by the Association. Any Owner owning two (2) or more adjoining Lots, or portions of two (2) or more such Lots, may with the prior approval of the Board, replat and consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) Residence and such other Improvements as are permitted herein. The setbacks for the common boundary of the combined Lots shall not apply to allow construction of the Residence across the common boundary. The Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all Assessments applicable to the Lot. Provided the unimproved Lots have been consolidated by a replat, as approved by the Board, the Assessment for this consolidated Lot shall be the same as any other single unimproved or improved Lot. If the Lot is consolidated as permitted by the TEX. PROP. CODE § 209.015 and not by replat, the Assessment shall continue to be based on two (2) Lots. Once improved as a consolidated Lot, the Owner shall be prohibited from selling the Lots as separate Lots in the future, except in compliance with the requirements of the TEX. PROP. CODE § 209.015.

10.13 Guns. The discharge of firearms on the Properties is prohibited. The term "firearms" includes without limitation "B-B" guns, pellet guns, cross bows, compound bows, and firearms of all types. Hunting of any kind, and by any method, including but not limited to firearms, snares, bow and arrows, crossbow, slingshot or manually propelled missiles is prohibited. Notwithstanding the preceding, the Board may implement game management plans pursuant to its rights under *Section 4.9(b)* herein, including, but not limited to, permitting management of deer (subject to State limitations), feral hogs and other overpopulated wildlife. Lot Owners are permitted to employ a professional trapper or an Owner may use hog traps for the control of feral hogs without the necessity of approval of the Board of Directors. The Board may impose fines and exercise other enforcement remedies as set forth in this Second Amended and Restated Declaration to enforce this restriction but shall not be obligated to exercise self-help to prevent any such discharge.

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

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

10.16 Flags.

(a) For the purposes of this Second Amended and Restated Declaration, "Flag" or "Flags" shall mean: (i) the flag of the United States of America; (ii) the flag of the state of Texas; (iii) an official or replica flag of any branch of the United States armed forces, including Blue Star and Gold Star Service flag; or POW/MIA flags as sanctioned by the United States armed forces. All other flags, unless otherwise provided in this *Section* 10.16, are prohibited. Political flags promoting any candidate for public office are prohibited at all times from being flown on a flagpole mounted on a dwelling or on a free-standing flagpole.

(b) Applications for approval of the installation and display of all flags subject to this Policy and shall be submitted to the Association's Architectural Review Board (the "ARB") in the same manner as applications for approval of other Improvements within the subdivision, however, the fee is waived. All ARB findings will be in writing.

(c) Any flag approved as provided by applicable law and this policy shall be displayed in accordance with the following requirements:

i. The flag of the United States shall be displayed in accordance with 4 U.S.C. Sections 5-10.

ii. The flag of the State of Texas shall be displayed in accordance with Chapter 3100, Texas Government Code.

iii. Any other flag allowed by restrictive covenants applicable to the subdivision shall be appropriately displayed in a manner similar to the United States and/or Texas flag.

iv. A sports team flag may be flown on game day in conjunction with collegiate or professional team sports, however, they must be taken down upon completion of the day's competition. Flags must meet size, location, and condition requirements as noted in line item ix below.

v. Two types of flagpoles are permitted. The permitted method of flag display is:

1. One short flagpole attached to the dwelling, or two short flagpoles may be attached to the street-facing entryway to the Dwelling (not to exceed six feet (6') in length).

OR

2. A free-standing flagpole constructed of durable, long-lasting materials with a finish appropriate to the materials and harmonious with the dwelling. The single freestanding flagpole shall not exceed twenty-five

feet (25') in height and must be placed a minimum of 25' from the front setback boundary of the Lot.

vi. In The Grove, a free-standing flagpole must be placed no more than ten feet (10) from the front of the main Dwelling.

vii. In The Grove, the external halyard of the flagpole shall be of such material and design to prevent any noise from transmitting beyond the boundaries of the lot or property that may be a nuisance to any neighboring properties.

viii. Flags or flagpoles attached to trees, shrubs, fences, gates, or gutters, or the like are not permitted. The Association may establish reasonable rules which provide that a specified finish or finishes of a specified type or color shall be deemed to be allowed in all circumstances.

ix. The display of any permitted flag and the location and construction of the associated flagpole must comply with any applicable zoning ordinances, easements, and setbacks of record.

x. All displayed flags and the flagpole on which they are flown must be maintained in good condition and repair. Structurally unsafe or deteriorated flagpoles must be repaired, replaced, or removed.

xi. Individual flags may not exceed 4 feet high by 6 feet.

10.17 Ordinances. Ordinances and requirements imposed by local governmental authorities are applicable to all Lots within the Property. Compliance with this Second Amended and Restated Declaration is not a substitute for compliance with such ordinances and regulations. Please be advised that the Second Amended and Restated Declaration does not purport to list or describe each ordinance or regulation which may be applicable to a Lot located within the Property. Each Owner is advised to review all ordinances, requirements, regulations, and encumbrances affecting the use and improvement of their Lot prior to submitting plans to the ARA for approval. Furthermore, approval by the ARA should not be construed by the Owner that any Improvement complies with the terms and provisions of any ordinances, requirement, regulations, or encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the ARA.

ARTICLE XI
EASEMENTS

Declarant reserved, created, established, promulgated and declared the non-exclusive, perpetual easements set forth herein for the enjoyment of the Association, the Members, the Owners, and their successors-in-title.

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

11.2 Easements for Utilities, etc.

(a) There are hereby reserved to the Association, and the designees of each (which may include, without limitation, any governmental or quasigovernmental entity and any utility company) perpetual non-exclusive easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails; lakes, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including but not limited to: sewer, telephone, gas and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across and through the Properties, as necessary, to exercise the easements described above.

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

(b) The Declarant originally reserved the non-exclusive right and power to grant such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibit "A" or Exhibit "B".

(c) Any damage to a Lot resulting from the exercise of the easements described in subsections (a) and (b) of this *Section 11.2* shall promptly be repaired by, and at the expense of, the Person exercising the easement. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot, and except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner and/or occupant.

(d) Association reserves unto itself the right, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance

of any of the easements granted or reserved under this *Section 11.2*, or (ii) to define the limits of any such easements.

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

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

(b) drainage of natural or manmade water flow and water areas from any portion of the Properties;

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

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

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

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

11.5 Easements for Maintenance and Enforcement. Authorized agents of the Association shall have the right, and a perpetual easement is hereby granted to the Association, to enter any portions of the Properties, including each Lot to (a) perform its maintenance responsibilities under *Article V;* and (b) make inspections to ensure compliance with the Governing Documents. Except in emergencies, entry onto a Lot shall be only during reasonable hours. This easement shall be exercised with a minimum of interference to the quiet enjoyment

to Owners' property, and any damage shall be repaired by the Association at its expense. Entry under this *Section 11.5* shall not constitute a trespass. The Association also may enter a Lot to abate or remove, using such measures as may be reasonably necessary, any structure, thing or condition that violates the Governing Documents. All costs incurred, including reasonable attorneys' fees allowed by the Act may be assessed against the violator as a Specific Assessment.

11.6 Easements for Lake and Pond Maintenance and Flood Water. The Association and its successors, assigns, and designees shall have the nonexclusive right and easement, but not the obligation, to enter upon the lakes, ponds, streams, and wetlands located within the Area of Common Responsibility to (a) install, keep, maintain, and replace pumps and irrigation systems in order to provide water for the irrigation of any of the Area of Common Responsibility; (b) construct, maintain, and repair any bulkhead, wall, dam or other structure retaining water; and (c) remove trash and other debris therefrom and fulfill their maintenance responsibilities as provided in this Second Amended and Restated Declaration. Association and its designees shall have an access easement over and across any of the Properties abutting or containing any portion of any pond, stream, or wetland to the extent reasonably necessary to exercise their rights under this *Section 11.6*.

(a) Association and its successors, assigns and designees, shall have a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within twenty feet (20') of ponds, streams and wetlands in order to (a) temporarily flood and back water upon and maintain water over such portions of the Properties; (b) fill, drain, dredge, deepen, clean, fertilize, dye, and generally maintain the ponds, streams, and wetlands within the Area of Common Responsibility; (c) maintain and landscape the slopes and banks pertaining to such ponds, streams, and wetlands; and (d) enter upon and across such portions of the Properties for the purpose of exercising its rights under this *Section 11.6*. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make the Association or any other Person liable for damage resulting from flooding due to heavy rainfall or other natural disasters.

(b) Association, in the exercise of its sole discretion, upon the request of any Person holding, or intending to hold, an interest in the Properties, or at any other time, (i) to release all or any portion of the Properties from the burden, effect, and encumbrance of any of the easements granted or reserved under this *Section 11.6*, or (ii) to define the limits of any such easements.

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

ARTICLE XII
MORTGAGEE PROVISIONS

The following provisions are for the benefit holders, insurers, and guarantors of first Mortgages on Lots in the Properties. The provisions of this *Article XII* apply to both this Second Amended and Restated Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

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

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

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

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

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

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

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

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

12.5 Construction. Nothing contained in this *Article XII* shall be construed to reduce the percentage vote that must otherwise be obtained under this Second Amended and Restated Declaration, the Bylaws, or Texas law for any of the acts set out in this *Article XII*.

ARTICLE XIII
GENERAL PROVISIONS

13.1 Duration.

(a) Unless terminated as provided in *Section 13.1(b)*, this Second Amended and Restated Declaration shall run with the land and shall be binding on all parties and Persons claiming under them for a period of thirty (30) years from the date this Second Amended and Restated Declaration is recorded. This Second Amended and Restated Declaration shall automatically be extended at the expiration of such period for successive periods of ten (10) years each, unless terminated as provided herein. Notwithstanding the above, if any of the covenants, conditions, restrictions, or other provisions of this Second Amended and Restated Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

(b) Unless otherwise provided by Texas law, in which case such law shall control, this Second Amended and Restated Declaration may not be terminated within thirty (30) years of the date of recording without the consent of all Owners. Thereafter, it may be terminated only by an instrument signed by Owners of at least ninety percent (90%) of the total Lots within the Properties, which instrument is recorded in the Public Records. Nothing in this *Section 13.1* shall be construed to permit termination of any easement created in this Second Amended and Restated Declaration without the consent of the holder of such easement.

13.2 Amendment.

(a) By the Board of Directors. A majority of the Board of Directors may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determinations; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee Mortgage loans on the Lots; or (iv) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner of such Lot shall consent in writing.

(b) By Members. Except as otherwise specifically provided above and elsewhere in this Second Amended and Restated Declaration, this Second Amended and Restated Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of a Majority vote of a quorum of Members present at a meeting or for an association-wide vote

without a meeting. For the purposes of a vote for amendment of this Second Amended and Restated Declaration, quorum shall be at least fifty-one percent (51%) of the total of votes for all Class A Members.

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

(c) Validity and Effective Date. Any amendment to this Second Amended and Restated Declaration shall become effective upon recordation in the Public Records unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within one (1) year of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Second Amended and Restated Declaration.

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

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

13.4 Dispute Resolution. It is the intent of the Association to encourage the amicable resolution of disputes involving the Properties and to avoid the emotional and financial costs of litigation if at all possible. Accordingly, the Association, and each Owner covenants and agrees that it shall attempt to resolve all claims, grievances or disputes involving the Properties, including, without limitation, claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Second Amended and Restated Declaration, the Bylaws, the Association rules or the Certificate of Formation through alternative dispute resolution methods such as mediation and arbitration. To foster the amicable resolution of disputes, the Board may adopt alternative dispute resolution procedures. Participation in alternative dispute resolution procedures shall be voluntary and confidential. Should either party conclude that such discussions have become unproductive or unwarranted, then the parties may proceed with litigation subject to any limitations set forth elsewhere herein and in the Bylaws.

13.5 Non-Merger. Easements established in this Second Amended and Restated Declaration for the benefit of the Properties and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successors. Any conveyance of all or a portion of the Properties shall be subject to the terms and provisions of this Second Amended and Restated Declaration, regardless of whether the instrument of conveyance refers to this Second Amended and Restated Declaration.

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

13.7 Cumulative Effect: Conflict. The provisions of this Second Amended and Restated Declaration shall be cumulative with any additional covenants, restrictions, and declarations applicable to any Neighborhood, and the Association may, but shall not be required to, enforce the additional covenants, conditions and provisions applicable to any Neighborhood. The foregoing priorities shall apply, but not be limited to, the lien for assessments created in favor of the Association. Nothing in this *Section 13.7* shall preclude any Supplemental Declaration or other recorded declaration, covenants and restrictions applicable to any portion of the Properties from containing additional restrictions or provisions that are more restrictive than the provisions of this Second Amended and Restated Declaration, and the Association shall have the standing and authority to enforce the same.

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

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

13.10 Additional Covenants. No Person shall record any declaration of covenants, conditions, and restrictions, declaration of condominium, easements, or similar instrument affecting any portion of the Properties without the Board of Directors' review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the authorized member of the Board of Directors and recorded in the Public Records. No such instrument recorded by any Person may conflict with this Second Amended and Restated Declaration, the Bylaws, or Certificate of Formation.

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

13.12 **Notice by Association**. **Whenever written notice to a Member of the Association is permitted or required hereunder, such shall be given by the mailing of such to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated and/or by email provided the Member has registered the address with the Association for purposes of notice. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not. It is the duty and obligation of the Member to notify the Association in writing of any change of address and the Association has no duty to make inquiry beyond the records of the Association.**

[*SIGNATURE PAGE FOLLOWS*]

DECLARANT:

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

By: _____
Printed Name: Thad Rutherford
Title: President

THE STATE OF TEXAS §
§
COUNTY OF Comal §

This instrument was acknowledged before me on this 28 day of December, 2022, by Thad Rutherford, President of **SOUTHSTAR AT VINTAGE OAKS, LLC,** a Texas limited liability company, on behalf of said company.

(seal) NOTARY PUBLIC STATE OF TEXAS
Heidi Krasner
My Commission Expires
11/09/2024
ID No 132772463

Heidi Krasner
Notary Public, State of Texas

EXHIBIT "A"

Land Initially Submitted to this Second Amended and Restated Declaration

ALL THOSE TRACTS or parcel of land, together with the improvements and appurtenances belonging thereto, lying and being in Comal County, Texas, as shown on a plat for survey made by M&S Engineering, a copy of which was recorded on January 4, 2007, as Document No. 200706000394, Official Public Records of Comal County, Texas, and to which plat reference is hereby made for a more particular description of said land, SAVE AND EXCEPT Lot 2R, Vintage Oaks at the Vineyard Unit 1, according to that certain replat recorded as Document No. 201806031474, Official Public Records of Comal County, Texas.

EXHIBIT "B"

ANNEXED PROPERTY

Subdivision Plats and Supplemental Declarations adding additional Units in Vintage Oaks

VINTAGE OAK PLATS			SUPPLEMENTAL DECLARATIONS	
UNIT #	**SUBDIVISION NAME**	**COMAL COUNTY RECORDING INFO-PLATS**	**SUPPLEMENTAL DECLARATION**	**COMAL COUNTY RECORDING INFO**
One	Vintage Oaks at The Vineyard Unit One	200706000394	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One, ***Amended by:*** First Amendment to the First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One Second Amendment to The First Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit One	200706000772 200706015464 200706027104
Two	Vintage Oaks at The Vineyard Unit Two	200706040713	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit Two	200706040721
3	Vintage Oaks at The Vineyard Unit 3	201206036750	Supplemental Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 3	201206037003
4	Vintage Oaks at The Vineyard Unit 4	201206040252	Fourth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 4	201206041113
5	Vintage Oaks at The Vineyard Unit 5	201306040370	First Amended Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 5, [*amended and replaced prior Fifth Supplemental Declaration recorded as Doc. No. 201306039084]*	201306042081

6	Vintage Oaks at The Vineyard Unit 6	201306051565	Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 6	201306051741
7	Vintage Oaks at The Vineyard Unit 7	201406005729	Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 7	201406006128
8	Vintage Oaks at The Vineyard Unit 8	201406026476	Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 8	201406026570
9	Vintage Oaks at The Vineyard Unit 9	201506011975	Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 9	201506012054
10	Vintage Oaks at The Vineyard Unit 10	201506042037	Tenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 10	201506042121
11	Vintage Oaks at The Vineyard Unit 11	201506048246	Eleventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 11	201506048349
			Amendment to Supplemental Declarations of Covenants, Conditions and Restrictions Unit 1, Unit 2, Unit 4, Unit 5, Unit 6, Unit 8, Unit 9, Unit 10, Unit 11	201706028671
12	Vintage Oaks at The Vineyard Unit 12	201606022241	Twelveth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 12	201606024016
13	Vintage Oaks at The Vineyard Unit 13	201606041095	Thirteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 13	201606045633
14	Vintage Oaks at The Vineyard Unit 14	201706006744	Fourteenth Supplement to Declaration of Covenants Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 14	201706007697
15	Vintage Oaks at The Vineyard Unit 15	201706006749	Fifteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard The Grove, Unit 15	201706008104
16	Vintage Oaks at The Vineyard Unit 16	201706026888	Sixteenth Supplement to Declaration of Covenants, Conditions and	201706027258

			Restrictions for Vintage Oaks at The Vineyard, Unit 16	
17	Vintage Oaks at The Vineyard Unit 17	201706036819	Seventeenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 17	201706037155
18	Vintage Oaks at The Vineyard Unit 18	201806005052	Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 18 ***Amended by:*** First Amendment to the Eighteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard Unit 18	201806005728 201806021323
19	Vintage Oaks at The Vineyard Unit 19	201806006077	Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 19 ***Amended by:*** First Amendment to Nineteenth Supplement to Declaration of Covenants, Conditions and Restrictions Unit 19	201806006130 201806021325
20	Vintage Oaks at The Vineyard Unit 20	201806019282	Twentieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 20	201806020106
21	Vintage Oaks at The Vineyard Unit 21	201806030248	Twenty-First Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 21	201806030528
22	Vintage Oaks at The Vineyard Unit 22	201806032357	Twenty-Second Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 22	201806033120
23	Vintage Oaks at The Vineyard Unit 23	201906007202	Twenty-Third Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 23	201906007292
24	Vintage Oaks at The Vineyard Unit 24	201906011302	Twenty-Fourth Supplement to Declaration of Covenants, Conditions, and Restrictions for	201906011867

			Vintage Oaks at The Vineyard, Unit 24	
25	Vintage Oaks at The Vineyard Unit 25	201906013327	Twenty-Fifth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 25	201906013760
26	Vintage Oaks at The Vineyard Unit 26	201906028631	Twenty-Sixth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 26	201906032537
27	Vintage Oaks at The Vineyard Unit 27 *[converts Lots 23 & 40R, Vintage Oaks at The Vineyard, Unit 18, into Vintage Oaks at The Vineyard Unit 27]*	202006030773	Twenty-Seventh Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 27	202006033902
28	Vintage Oaks at The Vineyard Unit 28	202006037730	Twenty-Eighth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 28	202006038426
29	Vintage Oaks at The Vineyard Unit 29	202106018739	Twenty-Ninth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 29	202106058260
30	Vintage Oaks at The Vineyard Unit 30	202206006690	Thirtieth Supplement to Declaration of Covenants, Conditions and Restrictions for Vintage Oaks at The Vineyard, Unit 30	202206007284

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