



DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VINEYARD RIDGE SUBDIVISION

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE § KNOWN ALL MEN BY THESE PRESENTS

This declaration made on the date hereinafter set forth by Vineyard Ridge, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of that certain tract of land located in Gillespie County, Texas, containing 659.723 acres more or less and being more fully described on the map and plat recorded in Volume 5, Page 122-134, of the Map and Plat Records of Gillespie County, Texas hereinafter referred to as "Subdivision;"

WHEREAS, it is the desire and purpose of Developer to place certain restrictions, easements, covenants, conditions and reservations (hereinafter "Restrictions") upon the Subdivision in order to establish a uniform plan for its development, insure the use of the subdivision for residential purposes only, prevent nuisances, prevent the impairment of the value of the Subdivision, maintain the desired character of the community, and insure the preservation of such uniform plan for the benefit of the present and future Owners of the Tracts within the Subdivision, and to promote the health, safety, and welfare of the residents within the Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon the Subdivision, the following Restrictions for the purposes of enhancing and protecting the value, desirability and attractiveness of the Subdivision, which Restrictions shall run with the land and inure to the benefit of each Owner and his invitees:

ARTICLE I

DEFINITIONS

1.01 Architectural Control Committee or ACC. "Architectural Control Committee" or "ACC" shall mean the Developer until the Control Transfer Date and thereafter a committee initially appointed by the Developer pursuant to these Restrictions to review and approve plans for the construction of Improvements as more specifically provided by Section 4.02 hereof. Board appointment shall mean property owners only, not developer board.

1.02 Annual Assessment. “Annual Assessment” means the amount set forth in Section 6.02 hereof.

1.03 Assessment. "Assessment" means the Annual Assessment, Special Assessments or other charges, interest, penalties and fees authorized by these Restrictions together with the cost and expense incurred in collecting Assessments, including, but not limited to court costs and attorney's fees.

1.04 Association. "Association" means and refers to the Developer until the Control Transfer Date and thereafter Vineyard Ridge Property Owners' Association, Inc. and its successors and assigns.

1.05 Board of Directors. "Board of Directors" means and refers to the Board of Directors of the Association.

1.06 Bylaws. "Bylaws" mean the Bylaws of the Association as from time to time amended.

1.07 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of Vineyard Ridge Property Owners' Association, Inc., and any amendments thereto, which have been or will be filed in the office of the Secretary of State of the State of Texas.

1.08 Common Area. "Common Area" means the portions of the Subdivision, including any applicable easements, owned by the Association for the common use and enjoyment of the Members including, but not limited to, all roads and the entrance, together with such other property as the Association may acquire in the future for the common use and enjoyment of the Members.

1.09 Common Area Expense. "Common Area Expense" means all expense necessary to maintain, replace, repair and expand the Common Area as well as all necessary expense to operate the Association including, but not limited to, casualty and liability insurance, directors and officers liability insurance and all other reasonable and necessary expenses of the Association. Additionally, Common Area Expense shall include (a) the cost of repair and maintenance of the roads, (b) mowing of the Common Areas (c) Common Area maintenance and replacement of landscaping, (d) as well as such other expense and capital enhancements as may be determined by the Board of Directors to promote the safety, health, recreation and welfare of the Members and maintain the Subdivision in an attractive manner.

1.10 Control Transfer Date. The "Control Transfer Date" shall mean the earlier date of: 1.) Developer no longer owns any part of the entire Subdivision, including but not limited to Common Areas; 2.) Fifteen (15) years from date of recordation of this Declaration; or 3.) Developer, in its sole discretion, voluntarily relinquishes control of the Association as set forth in Sections 4.02(a) or 7.01 hereof. Notwithstanding this provision, on or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to this Declaration are conveyed to owners other than Developer, at least one-third of the board members must be elected by owners other than the Developer.

1.11 Construction Deposit. The Construction Deposit has the meaning described in Section 4.06 hereof.

1.12 Developer. "Developer" means and refers to Vineyard Ridge, LLC, a Delaware Limited Liability Company, its successors and assigns.

1.13 Improvement. "Improvement" means every structure and all appurtenances of

every type and kind, including but not limited to buildings, outbuildings, patios, storage buildings, barns, garages, decks, stairs, retaining walls, screening walls, fences, landscaping art or statuary, poles, signs, exterior air conditioning units, exterior water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, utilities, lines, meters, antennas, towers, satellite dishes or any other sound or data receivers or transmitters. The term "Improvement" excludes the interior of each residence, guest quarters, barn or other approved building and the ACC shall have no authority to approve or disapprove improvements made to the interior of such buildings where the exterior of the building is not affected by the interior improvement.

1.14 Member. "Member" means and refers to every current Owner of a Lot.

1.15 Notice. Whenever any "notice" is required by these Restrictions, such notices shall be in writing and shall be deemed received when actually received, or five days after the deposit of such notice in the United States mail, postage prepaid and addressed to the last known address of an Owner appearing on the books of the Association, whether or not such notice is actually received. It shall be the duty of each lot Owner to keep the Association apprised of its current address.

1.16 Owner. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee-simple title to any Lot(s), but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

1.17 Plans or Specifications. "Plans" or "Specifications" means any and all drawings and documents describing the construction or erection of any Improvement, including, but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, fencing plans, elevation drawings, floor plans, specifications concerning building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to the construction or installation of any Improvement.

1.18 Plat. "Plat" means and refers to the plat of Vineyard Ridge Subdivision filed on July 21, 2017, in Volume 5, Page 122-134, of the Map and Plat Records of Gillespie County, Texas.

1.19 Road. Road or roads means property or any road located within the Subdivision which has been dedicated for the purpose of ingress and egress through the Subdivision for the benefit of the property Owners.

1.20 Special Assessment. "Special Assessment" shall have the meaning given to that term in Section 6.03 hereof.

1.21 Tract or Lot. "Tract" or "Lot" means the 160 individual tracts of land or lots identified on the Plat or any amendments thereto.

1.22 Vote of Members. "Vote of Members" means the affirmative vote of two thirds (2/3) of the Members entitled to vote who are present at a meeting of Members, either in person or by written proxy. In accordance with Section 5.04, only one Member is entitled to vote for each Tract and only one vote shall be counted for each Tract even though a Tract may have several Owners.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

2.01 Property Subject to Restrictions. The Subdivision, including all the individual Tracts, are subject to these Restrictions which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof. As of the date of these Restrictions there are two Lots that have existing structures. Lot 83 has a small cabin and Lot 112 has a residence. Any building restrictions contained herein shall not apply to these existing improvements, and any variance that exists shall have been deemed accepted by the ACC. The improvements located on Lots 83 and 112 are still subject to all the Restrictions contained herein, including but not limited to obtaining Developer or, after the Control Transfer Date, the ACC approval for all modifications and improvements. The use of the cabin on Lot 83 may be used as the lot owner's temporary residence during the construction of the main dwelling or as a "weekend getaway" for such lot owner prior to the construction of the residence; however, it cannot be used as a permanent residence.

2.02 Utility Easements. The Subdivision and each Tract shall be subject to the easements reserved herein and in favor of the Association, the Tract Owners and the utility companies. A utility easement measuring fifteen feet (15') in width is reserved along the front of each Tract. A utility easement measuring twenty feet (20') in width and centered on the common boundary line that any Tract in the Subdivision shares with another Tract is reserved. A utility easement twenty feet (20') in width is reserved along the perimeter boundary lines of the Subdivision. The utility easements shall be used for the construction, maintenance and repair of utilities, including but not limited to, electrical systems, telephone, cable, water, gas and any other utilities which the Developer or utility providers may install for the benefit of the Tract Owners. Notwithstanding the foregoing, the Developer has no obligation to provide utilities and all such utilities shall be provided by the local utility companies in accordance with the policies of such utility companies. All utility easements in the Subdivision may also be used for the construction of drainage facilities in order to provide for improved surface drainage of the Tracts. The Developer reserves the right to grant specific utility easements without the joinder of any Tract Owner to public utility providers within the boundaries of any of the easements herein reserved. Any utility company serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installing, repairing, and maintaining their respective facilities. Neither Developer nor any utility company, political subdivision or other authorized entity using the easements herein reserved shall be liable for any damages done by them or their assigns, agents or employees to fences, shrubbery, trees and lawns or any other property of the Tract Owners located within the easements.

2.03 Underground Utilities Required. All utilities installed or constructed which are located in the easements which run along any Tract boundary line which is shared in common with

another Tract boundary line shall be located underground. Utilities along the perimeter boundary lines of the Subdivision may be above ground. The ACC or the developer, prior to the transfer control date, shall have authority to grant variances to the underground utility requirement in situations where the installation of underground utilities is impractical as a result of the existence of extensive solid rock or other terrain or subterranean conditions.

2.04 Construction of Improvements on Utility Easements. No buildings or walls shall be located over, under, upon or across any portion of any utility easement. The Owner of each Tract shall have the right to construct, keep and maintain concrete drives, landscaping, fences and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Tracts, provided, however, any concrete drive, landscaping, fencing or similar improvement placed upon any utility easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be responsible for repairing any damage caused by the utility providers to Improvements constructed within the easements located on his Tract.

2.05 Road Easement. A road easement as shown on the Plat measuring sixty feet (60') in width is reserved in favor of the Association and the Tract Owners (including their guests, invitees and tenants) for the purpose of granting the Tract Owners ingress and egress to and from their Tracts and to the Common Areas. No Tract Owner shall be prevented from using the road easement as a result of any failure of a Tract Owner to comply with these Restrictions or pay Assessments. Except as specifically set forth herein, no Improvement shall be constructed on or over the road easement except as authorized by the Association. Tract Owners shall not take any action which would prevent other Tract Owners from using the road easement. The Association reserves the right to make reasonable rules and regulations regarding the use of the road easement. The road easement may also be used for the construction, installation and maintenance of landscaping and utilities provided that such utilities are installed underground.

2.06 County Road Easement. Lots 1 -8 and 92- 93 and 116 - 123 that front North Grape Creek Road are subject to a twelve foot (12') road easement that is held by Gillespie County, Texas for future expansion of North Grape Creek Road. No buildings, walls or other permanent structure shall be built, erected constructed or located over, under, upon or across any portion of the County Road Easement. The Owner of each Tract shall have the right to construct, keep and maintain landscaping, fences and similar removeable improvements across the County Road Easement until such time as the County begins to exercise its rights to use the easement for purposes of public access, provided, however, any landscaping, fencing or similar improvement placed upon the County Road Easement shall be constructed, maintained and used at the Owner's risk and each Tract Owner shall be obligated to remove and/or relocate the same at the request of the County at the Tract Owner's expense, and shall have no claim or cause of action for any damage to or removal of such improvements by the County at such time as it commences to utilize the Road Easement for public access purposes.

ARTICLE III **USE RESTRICTIONS FOR TRACTS**

3.01 Single Family. Except as specifically set forth in these Restrictions, all Tracts shall

be used for single family residential purposes only. Except as expressly permitted herein, only one single family residence for each Tract is permitted.

3.02 Minimum Square Footage. Lots 30, 31, 32, 33, 34, 35 and 36 shall have a required minimum square footage for a single family dwelling unit of at least two thousand five hundred (2,500) square feet of living area, excluding porches, garages and storage areas. All other Lots in the Subdivision shall have a required minimum square footage for a single family dwelling unit of at least one thousand eight hundred (1,800) square feet of living area, excluding porches, garages and storage areas.

3.03 Garages. All single family dwelling units, except approved guest quarters, shall have at least a two-car attached, or detached garage. All garages must be constructed out of the same materials as used for the main dwelling. All garages shall be located on the Tract as indicated by the Architectural Control Committee approved site plan.

3.04 Guest/Servants Quarters. One guest or servant quarters may be built upon each Tract provided the guest or servant quarters contains no less than five hundred (500) square feet and is no more than half the size of the main house. Guest or servant quarters must be built along with or after the construction of the main dwelling and may not be built or occupied prior to the main dwelling unit being occupied. Guest or servant quarters must be constructed with material harmonious with the main dwelling.

3.05 Barns, Workshops & Storage Buildings. Except as limited below, for each Lot one permanent metal, rock, and/or hardiplank barn, workshop or storage building shall be allowed so long as such building has rock wainscoat or approved landscaping beginning at the bottom of the building and extending three feet (3') upward. Color of all buildings are to be harmonious with the main dwelling. Lots 8, 12, 30, 31, 32, 33, 34, 35, 36, 56, 82, 92, 93, 102, 103, 113, 116, 124 and 160 shall only be allowed one barn, workshop or storage building as long it is constructed with material and colors harmonious with the main dwelling. Metal structures are prohibited on these tracts. All structures on Lots 30, 31, 32, 33, 34, 35, 36 must be constructed of 100% Masonry. Detailed plans and specifications for barns, workshops and storage buildings must be submitted to the Developer or ACC in order to be considered for approval. For all Lots such structures must be located behind the main dwelling site and may be constructed on the Tracts prior to the main dwelling being constructed or occupied. No portable storage buildings shall be allowed.

3.06 Barns as Temporary Living Space. Guest quarters located inside of a barn which is constructed on the Property shall be allowed so long as the guest quarters are not used as a permanent residence. Guest quarters shall not be rented for income and cannot compromise more than thirty percent of the interior space of such barn. Such guest quarters may be used as the lot owner's temporary residence during the construction of the main dwelling or as a "weekend getaway" for such lot owner prior to the construction of the residence. All barns, workshops, and storage buildings must be approved by the Developer or, after the Control Transfer Date, the ACC.

3.07 No Prefabricated or Mobile Homes. No prefabricated structures or mobile homes are permitted to be located on any Tract except as permitted by Section 3.08 hereof.

3.08 Temporary Structures & Use of RVs. No structure of a temporary character, whether trailer, motor home, recreational vehicle, tent, basement, shack, garage, barn or other outbuilding shall be maintained or used on any Tract at any time as a residence, either temporarily or permanently, except as provided below. No Tract shall be used as a camping ground.

Prior to the construction of a residence on a Tract, an Owner may use a recreational vehicle camper or motor home (Recreation Vehicle or "RV") for camping purposes no more than seven (7) days out of any thirty (30) day period and no more than twenty-five (25) days per year. TEMPORARY CAMPING OR USING ANY TYPE OF RECREATIONAL VEHICLE, WILL NO LONGER BE PERMITTED, ONCE FIFTY (50) OR MORE RESIDENCES HAVE BEEN BUILT ON THE LOTS IN THE SUBDIVISION. With written approval from the ACC, an RV may be used as a temporary residence during construction, not to exceed twelve (12) months, provided an approved septic system has been installed for the RV and the RV is placed at the rear of the construction site.

Temporary structures, including a business office, portable restroom facilities, or construction storage facilities may be located on a Tract while the main residence for a Tract is actively under construction, provided that such are removed upon substantial completion of construction and are not located on a Tract for longer than the time allowed for construction of a main residence pursuant to Section 3.11 hereunder.

The Developer reserves the exclusive right to install and make use of a temporary office or temporary storage facilities within Subdivision while the developer is selling Tracts or building homes in the subdivision.

3.09 Storage of Trailers, RVs and Boats. All trailers, RVs, trucks (other than pickups with a rated capacity of one (1) ton or less), boats, personal water craft, tractors, wagons, buses, motorcycles, motor scooters, all-terrain vehicles, golf carts and other recreational vehicles, lawn or garden equipment, farm or ranch equipment, construction equipment and other similar items shall be stored in enclosed structures or reasonably screened from view from the road.

3.10 Construction Sites. All construction sites shall have sufficient portable restroom facilities or other adequate restroom facilities as determined by the Architectural Control Committee or Developer prior to transfer control date. Construction Sites shall be kept neat and clean at all times and comply with such construction site guidelines as may be established by the Architectural Control Committee from time to time.

3.11 Construction Time. Any construction of any Improvement shall be completed, as to the exterior, within twelve (12) months from the construction commencement date.

3.12 Height Restrictions. No Improvement shall be erected, altered or placed on any Tract which exceeds the lesser of thirty-five feet (35') in height (measured from the ground to the topmost part of the roof) or 2 - 1/2 stories in height.

3.13 Construction Materials. All Improvements must be built with new construction materials and must be built in place on the Tract. All construction materials used shall be of

materials such as wood, rock, brick, hardiplank or stucco, and are subject to the masonry restrictions set forth in Section 3.16. The use of aluminum siding or vinyl siding is prohibited. The Architectural Control Committee or the developer prior to transfer control date may authorize the use of other materials on a case by case basis. Barns and other out buildings may be constructed of metal or materials listed above except for those listed in Section 3.05.

3.14 Roofing Materials. Only the following roofing materials may be used for the main residence, guest quarters and garages: slate, stone, concrete tile, clay tile, or other tile of ceramic nature, metal or composition shingles with a thirty (30) year or more warranty. Colors of roofing material are subject to the approval of the Architectural Control Committee or the Developer (prior to the transfer control date) approval. The Architectural Control Committee or the Developer (prior to the transfer control date) shall have the authority and sole discretion to approve other roof treatments and materials which are harmonious with the surrounding homes and the Subdivision as a whole. The materials and colors of Roofs on all other structures must be approved by the Architectural Control Committee or Developer (prior to the transfer control date). Owners may install roof shingles that are wind and hail resistant, energy efficient or solar generating, if the quality and appearance are comparable to the subdivision standard. All such materials will need approval from the Architectural Control Committee or Developer (prior to the transfer control date).

3.15 Color. All exterior color schemes for Improvements are subject to the prior written approval of the Architectural Control Committee or Developer (prior to the transfer control date).

3.16 Masonry. Any residence, guest quarters or garage constructed on Lots 30, 31, 32, 33, 34, 35 and 36 shall be constructed with hundred percent (100%) masonry materials. For all the remaining Lots in the Subdivision, any residence, guest quarters or garage shall be constructed from at least fifty-one percent (51%) masonry materials. Masonry materials includes masonry veneer, stucco, brick, rock and all other materials commonly referred to in the Gillespie County, Texas area as masonry, and specifically excludes hardiboard or any synthetic material. Tract Owners are encouraged to use hardiboard materials where non masonry materials are permitted.

3.18 Construction Equipment Damage. Tract Owners shall be responsible for any damage caused to the roads by construction equipment or trucks making deliveries to their Tracts.

3.19 Propane Fuel Storage. Propane fuel storage for residential use may be located on the Tracts and may be placed above ground or below ground. The exact location and quantity of said fuel storage tanks are subject to written approval of the Architectural Control Committee or Developer (prior to the transfer control date). All above ground tanks, pumps, vent pipes and other equipment must be concealed or attractively screened.

3.20 Consolidated Building Site. Any Owner of one or more adjoining Tracts may, with the prior written approval of the Board of Directors and with the approval of the Gillespie County Commissioners Court, if required, consolidate two or more Tracts into one Tract or building site, in which case the common boundary line between any combined Tract shall be eliminated and the setback lines shall be measured from the remaining exterior boundary lines. Any portion of any utility easement located within the common boundary lines of any combined Tract shall be

eliminated if such utility easements are not being used at the time any Tracts are combined. No Tract shall be deemed to be combined with another Tract until such time as an appropriate re-plat of the combined Tracts is filed with the Gillespie County Plat Records and all necessary approvals have been obtained. Any Tracts which are combined as provided above shall be assessed as one Tract for Assessment purposes. Developer shall not be liable for any fees associated with Tract consolidation.

3.21 Setback Lines. For all Lots in the Subdivision, except for fencing, light posts, driveways, walkways and landscaping, no improvements shall be located nearer than: a) fifty feet (50') from the front property line; b) fifty feet (50') from the rear property line and c) fifteen feet (15') from the side property lines of the Tract unless otherwise noted on the recorded plat. Any exterior lighting, including but not limited to light post, must be approved by the Architectural Control Committee or Developer (prior to the transfer control date). The Architectural Control Committee or Developer (prior to the transfer control date) has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting. If Owner fences more than one acre surrounding its main dwelling site, then in order to maintain a uniform appearance of fences along the roads, all fencing must be located at the property lines. The Architectural Control Committee or Developer (prior to the transfer control date) may waive or alter any setback line, if in the Architectural Control Committee's or Developer's (prior to the transfer control date) sole discretion, such waiver or alteration is necessary to permit effective utilization of a Tract due solely to drainage or land contour related concerns.

3.22 Maintenance. The Owner shall keep its Improvements in good condition and repair at all times and ensure that all Improvements are adequately painted and otherwise maintained by the Owner.

3.23 Alteration or Removal of Improvements. No exterior Improvements shall be altered, modified or removed without the prior written approval of the Architectural Control Committee or Developer (prior to the transfer control date). Improvements may be repainted the same color without approval of the Architectural Control Committee or Developer (prior to the transfer control date).

3.24 Walls and Fences. Walls, fences and light posts, if any, must be approved prior to Construction by the Architectural Control Committee or Developer (prior to the transfer control date) and must be constructed of new material, and unless otherwise permitted by the Architectural Control Committee or Developer (prior to the transfer control date), constructed of masonry, wrought iron, wood, metal, pipe, or ranch fencing with t-posts. Wood fences must be constructed in a low profile, open view, style with horizontal rails. Fence heights shall not exceed five feet (5'). Chain link fencing is prohibited, except if used as a dog run and only if such fencing is not visible from any road. If pipe fencing is used, such fences must have a minimum of three (3) horizontal pipes along the front of the lot and otherwise conform with the Architectural Control Committee's or Developer's (prior to the transfer control date) specifications. The community's perimeter fencing is not to be altered or removed on any lot. **If a buyer decides to fence their property they could be in jeopardy of losing their Ag exemption.**

3.25 Mailboxes. All mailboxes will be erected at the Subdivision entrance. The construction of mailboxes will be coordinated with the United States Postal Service. The Association or the Developer (prior to the transfer control date) shall have the right to make such other rules and regulations regarding the location and construction of mailboxes as may be reasonable and necessary.

3.26 Driveways. The first fifty linear feet (50') of any driveway which is connected to any road shall be constructed of concrete, asphalt, or brick paving. All driveways shall begin where the paved portion of any road ends. All driveways must be shown on the plans submitted to the Architectural Control Committee or Developer (prior to the transfer control date), completed no later than thirty (30) days after the completion of the main residence and approved by the Architectural Control Committee or Developer (prior to the transfer control date) prior to construction.

3.27 Antennas, Towers and Satellite Dishes. Antennas, towers, satellite dishes or other sound or data receivers or transmitters of any kind shall not exceed ten feet (10') above the roof of the residence or accessory building upon which they are attached. Any antenna, tower or satellite dishes or other sound or data receivers or transmitters must be located to the side or the rear of the residence or accessory building and not within twenty five feet (25') of any property line. The Architectural Control Committee or Developer (prior to the transfer control date) must approve all exterior antennas, towers, satellite dishes or other sound or data receivers or transmitters.

3.28 Prohibited Activities and Nuisance. No activity (including the operation of a bed and breakfast or similar activity) whether for profit or not, shall be conducted on any Tract which is not related to the occupation of a Tract for single family residential purposes, unless said activity meets the following criteria: (a) no exterior sign of the activity is present, (b) no additional traffic is created as a result of the activity, and (c) no toxic substances (as determined at the sole discretion of the Association) are stored on the Tract. Nothing herein shall prohibit the use of home offices in compliance with the preceding subsections (a), (b) and (c). This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance. All exterior lighting must be approved by the Developer or, after the Control Transfer Date, the ACC. The Developer or ACC has the sole discretion to reject any exterior lighting, as it is the intent of these restrictions that exterior lighting be installed so that there is down lighting.

3.29 Garbage and Trash Disposal. No Tract shall be used to maintain as a dumping ground for rubbish, landscape trimmings, or other debris. All Tracts shall be kept in a neat and orderly condition. No refrigerators, freezers, washing machines, dryers, furniture, tools, equipment, toys, or other such items shall be stored outside of a building on any Tract. No junk of any kind or character shall be kept on any Tract. Trash, garbage, landscape trimmings, or other debris shall not be allowed to accumulate on any Tract. Any such items shall be kept in sanitary containers and shall be disposed of regularly in accordance with all applicable laws, rules and regulations. All equipment for the storage or disposal of trash and other debris shall be kept in a clean and sanitary condition. Except on established garbage collection days and in connection solely with that collection process, all trash containers shall be stored in enclosed structures or

screened from view from the Road. Controlled burn piles which are concealed from public view are permitted in accordance with applicable laws, rules, and regulations.

3.30 Unregistered or Junked Motor Vehicles Prohibited. No Tract shall be used as a depository for abandoned, junked or unregistered motor vehicles, boats, airplanes, trailers or other similar items.

3.31 Signs. No signs, advertising, billboards or advertising structure of any kind may be erected or maintained on any Tract without the consent in writing of the Architectural Control Committee or Developer (prior to the transfer control date). Political signs for a political candidate or ballot item for election, as set forth in the Texas Property Code §202.009, may be displayed on a Lot but can only be displayed on or after the 90th day before the date of the election to which the sign relates and must be removed 11 days after the election. The sign must be ground mounted, 2'x 3' in size and a Lot Owner may only display one sign for each candidate or ballot item. In addition to other signs which may be allowed by the Architectural Control Committee or Developer (prior to the transfer control date), the Architectural Control Committee or Developer (prior to the transfer control date) shall allow one (1) professionally made sign not more than twenty-four inches (24") by thirty inches (30") advertising Owner's Tract for sale or rent and one (1) professionally made sign, not more than twelve inches (12") by twenty-four inches (24") identifying the name of the Tract Owner. The term "professionally made sign" does not include plastic or metal pre-made "for sale" or "for rent" signs. No signs shall be nailed to a tree. Signs erected on any vacant Tract advertising "for sale" shall not be permitted during the Developer's control of the Subdivision.

3.32 Animal Husbandry. Domestic livestock and exotic animals shall be allowed only on Tracts 10 acres or larger, so long as such animals do not exceed one (1) animal for every two (2) fenced acres and do not become a nuisance or threat to other Owners. The Association shall have the sole discretion in determining if any animal is a nuisance and make regulations on banning such animal. Pigs, hogs and peacocks are not allowed on any Tract.

Chickens shall only be allowed so long as such birds are kept in a coup and do not exceed ten (10) birds per Tract. Regardless of lot size, coups must be preapproved by the ACC in writing to ensure they are screened from view from the road and on any other Tract in Subdivision.

Dogs, cats or other common household pets may be kept on a Tract. Dogs will not be permitted to run loose in the Subdivision. Dogs and cats must be vaccinated for rabies and other diseases required by applicable laws, rules and regulations and shall be licensed or registered as may be required by applicable laws, rules and regulations.

All animals being raised by the individual Tract Owners must be kept in a fenced area on the Owner's Tract. No overgrazing is permitted on any portion of the Tract as determined by the sole discretion of the Association. No feedlots for any type of animal shall be permitted.

3.33 Mineral Development. No Owner shall be allowed to permit on their own behalf, commercial drilling, mineral development operations, mineral refining, quarrying, mining or water operation of any kind in, on or under any Tract owned by such lot owner.

3.34 Drainage. Natural established drainage patterns for drainage will not be impaired by any Tract Owner. Driveway culverts must be installed and shall be of sufficient size to afford proper drainage of ditches without allowing water to pool, back up or be diverted from its natural course. Drainage culvert installation is subject to the inspection and approval of the Architectural Control Committee or Developer (prior to the transfer control date) and shall comply with any applicable governmental rules and regulations. All water retainage structures (ponds, dams and other facilities) not already existing within the Subdivision must be reviewed and approved by the Architectural Control Committee or Developer (prior to the transfer control date) prior to construction and must comply with all governmental rules and regulations.

3.35 Re-plating and Subdividing. No Tract may be subdivided into smaller tracts.

3.36 Maintenance and Landscaping of Lots. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds on such Tract which would tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. Each Owner shall be required to landscape the area around his home. Occupancy prior to completion of landscaping shall require the written approval of the ACC, shall be for good cause only, and shall be no earlier than one hundred twenty days prior to completion of landscaping.

3.37 Firearms. The discharge of firearms in the Subdivision is strictly prohibited.

3.38 Hunting. No hunting of any kind is allowed in Subdivision.

3.39 Water Wells and Irrigation Systems No water wells or irrigation water wells of any type that draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals, or other groundwater, whether surface or subsurface waters, within the Subdivision shall be installed, constructed, or operated within the Subdivision by any person, unless prior written approval has been received from the Developer or, after the Control Transfer Date, the ACC in accordance with Section 4.02 of this Declaration. This Section shall not apply to the Developer, and it may not be amended without the written consent of the Developer or the ACC. It is the intent of this restriction that no private water wells or individual drinking water supply systems shall be allowed upon any Lot within the Subdivision. All lots shall be connected to the Subdivision Central Water System for their primary water needs. Such lot connections shall comply with all Federal, State, and Local Rules, Regulations, and Ordinances and shall further comply with the Rules and Regulations of the Central Water Supply System for the Subdivision. Rain Water collection is permitted but all associated appurtenances must be approved by the ACC.

ARTICLE IV **ARCHITECTURAL CONTROL COMMITTEE**

4.01 Basic Control & Applications.

- (a) No Improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made to the exterior design or appearance of any

Improvement, without first obtaining the Architectural Control Committee's or Developer's (prior to the transfer control date) approval. No demolition or destruction of any Improvement by voluntary action shall be made without first obtaining the Architectural Control Committee's or Developer's (prior to the transfer control date) approval.

- (b) Each application made to the Architectural Control Committee or Developer (prior to the transfer control date) for approval, shall contain an application in the form specified by the Architectural Control Committee or Developer (prior to the transfer control date), two sets of professionally drawn Plans and Specifications for all proposed Improvements, showing the location of all Improvements in the Tract, and any applicable fees or deposits together with such other reasonable necessary information as the Architectural Control Committee or Developer (prior to the transfer control date) shall request. These plans must be submitted in PDF format to the Developer, or after the Control Transfer Date, to the ACC. A non-refundable fee of \$250.00 is required at time of plan submittal to cover administrative costs involving the home plan approval process.

4.02 Architectural Control Committee.

- (a) All ACC authority is initially vested in the Developer. The ACC authority of the Developer shall cease upon the appointment of a three (3) member Architectural Control Committee by the developer. The Developer shall continue to have ACC authority as to any Plans and Specifications or Construction projects submitted to the Developer prior to the initial appointment of the ACC members.
- (b) After the initial members of the ACC are appointed by the Developer, the Developer shall cause an instrument transferring ACC authority to the Association to be recorded in the Official Public Records of Real Property, Gillespie County, Texas. Subsequent appointments of the ACC members shall be by the Board of Directors. The ACC members shall serve staggered terms with the first term ending on the date of the next succeeding annual meeting of Members following the Control Transfer Date. After the Control Transfer Date, each Member of the ACC must be an Owner of a Tract in the Subdivision.

4.03 Effect of Inaction. All approvals or disapprovals issued by the ACC shall be in writing. In the event the ACC fails to approve or disapprove any request received by it in compliance with the Article IV within thirty (30) days following the submission of a completed application and full compliance with the declarations set out herein, such request shall be deemed approved and the construction of any Improvements may commence in accordance with the Plans and Specifications submitted for approval. Any ACC approval obtained as a result of inaction by the ACC shall not authorize the construction of any Improvement in violation of these Restrictions.

4.04 Effect of Approval. The granting of an ACC approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the ACC that the proposed Improvement to be erected complies with these Restrictions; and such approval shall not prevent the Association from requiring removal of any Improvement which fails to comply with these Restrictions. Further, no ACC member shall incur any liability by reason of the good faith exercise

of the authority granted hereunder.

4.05 Variance. The ACC or the Developer, may on a case by case basis, authorize variances from the requirements of the Restrictions if, in the reasonable opinion of the ACC or the Developer, the Restrictions unreasonably restrain the development of a Tract in accordance with the general scheme of the Subdivision. The developer will retain the right to grant variances after the Control Transfer Date so long as the Developer continues to own Tracts in the Subdivision. All variances shall be in writing and signed by the Developer or if granted by the ACC then it must be signed by at least two (2) members of the ACC. No violation of these Restrictions shall be deemed to have occurred with respect to any matter for which a variance is granted. The granting of such a variance shall not operate to waive any of the terms and provisions of these Restrictions for any purpose except as to the particular Lot and improvements and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Lot.

4.06 Construction Deposit. A deposit of \$1,000.00 must be paid at the time Plans and Specifications are submitted for the construction of a new residence, barn, workshop or storage building. This deposit will be held for the purpose of securing a Tract Owner's performance, during the construction process, of the obligations imposed by these Restrictions, for wear and tear on the Subdivision roads by construction equipment and construction traffic, and for damage to the Common Areas. Upon completion of construction, the Tract Owner will be refunded the deposit less any obligations incurred as a result of any uncured violation of these Restrictions, any damage to the roads of the Subdivision and any damage to the Common Areas.

ARTICLE V VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.

5.01 Non-Profit Corporation. Vineyard Ridge Property Owners' Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Certificate of Formation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

5.02 Bylaws. The Association has adopted, or may adopt, whatever Bylaws it may choose to govern the organization and operation of the Association, provided that the same are not in conflict with the terms and provisions hereof.

5.03 Membership. Every person or entity who is a record Owner of any Tract shall be a "Member" of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation or those only having an interest in the mineral estate. Memberships shall be appurtenant to and may not be separated from the Tracts. Regardless of the number of persons who may own a Tract, there shall be but one membership for each Tract and one (1) vote for each Tract. Ownership of the Tracts shall be the sole qualification for Membership.

5.04 Voting Rights. The Association shall have two classes of voting memberships. Developer shall be entitled to ten (10) votes for each Lot owned. Each Tract, other than those

owned by the Developer, shall have only one vote regardless of the number of Owners of the Tract. In the event that more than one person owns a Tract and the group of Owners do not have a unified vote for purposes hereunder, then the Association shall not recognize the vote for that Tract and such vote shall not be counted when the calculating membership votes. Notwithstanding the foregoing, the presence of any Owner of a Tract at a meeting of Members permits the inclusion of the Tract represented when calculating any necessary quorum.

ARTICLE VI

ASSESSMENTS

6.01 Assessments. Each Tract Owner by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the Assessments provided herein. The Assessments shall be a charge on the Tracts and shall be a continuing lien upon the Tract against which each such Assessment is made. Both Annual and Special Assessments must be fixed at a uniform rate for all Tracts subject to assessment and may be collected on a monthly basis or on an annual basis at the discretion of the Board of Directors.

6.02 Annual Assessment.

- (a) An Annual Assessment shall be paid by each of the Tract Owners and the Annual Assessment shall be used to pay all reasonable and necessary operating expenses and reserve requirements of the Association as herein provided. The Annual Assessment for the year of purchase shall be pro-rated as of the purchase date and then shall be paid annually.
- (b) The initial amount of the Annual Assessment applicable to Lots 1 – 7 and 117 – 123 shall be three hundred dollars (\$300.00) per Tract. The initial amount of the Annual Assessment applicable to all other Lots in the Subdivision shall be six hundred dollars (\$600.00) per Tract. The Annual Assessment is payable in advance and is due on the thirty first (31) day of January during each calendar year. All other matters relating to the collection, expenditure and administration of the Annual Assessment shall be determined by the Board of Directors of the Association, subject to the provisions hereof.
- (c) The Board of Directors of the Association, from and after the Control Transfer Date, shall have the further right at any time to adjust, alter, increase or decrease the Annual Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to enable the Association to carry out its duties hereunder. However, the Board of Directors shall not increase the Annual Assessment by more than ten percent (10%) from the previous year without the affirmative Vote of the Members.

6.03 Special Assessments. In addition to the Annual Assessment, the Association, upon the Vote of the Members, may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted.

6.04 Interest of Assessment. Any Assessment which is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law.

6.05 Creation of Lien and Personal Obligation. In order to secure the payment of the Assessments, each Owner of a Tract hereby grants the Association a contractual lien on such Tract which may be foreclosed by non-judicial foreclosure, pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such Owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said section 51.002 of the Texas Property Code, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the association by means of written instrument executed by the President or any Vice-President of the Association and filed of record in the Official Public Records of Real Property of Gillespie County, Texas. In the event the Association has determined to non-judicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended. Upon request by the Association, the Trustee shall give any further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Tract to the highest bidder for cash by Trustee's Deed. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with collecting the Assessments and foreclosing on the Tract, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association and amount equal to the amount of the Assessment in default; and third, the remaining balance shall be paid to the Tract Owner or Lien Holder for the benefit of the Tract Owner. Following any such foreclosure, each occupant of a Tract which is foreclosed upon shall be deemed a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action for forcible detainer.

In the event of non-payment by any Owner of any Assessment or other charge, fee, assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, exercise all other rights and remedies available at law or in equity, including but not limited to bringing an action at law against the Owner personally obligated to pay the same.

It is the intent of the Provisions of this 6.05 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale. In the event of the amendment of Section 51.002 of the Texas Property Code, the Association, acting without joinder of any Owner or Mortgagee, may, by amendment to these Restrictions, file any required amendments to these Restrictions so as to comply with said amendments to Section 51.002 of the Texas Property Code or any other statute applicable to foreclosures.

Notwithstanding anything contained this Article VI, all notices and procedures relating to foreclosures shall comply with Chapter 209 of the Texas Property Code.

6.06 Notice of Lien. In addition to the right of the Association to enforce the Assessment, the Association may file a claim of lien against the Tract of the delinquent Owner by recording a Notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest thereon, (c) the costs of collection which have been accrued thereon, (d) the legal description and street address of the Tract against which the lien is claimed, and (e) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Association to cover the preparation and recordation of such release of lien instrument.

6.07 Liens Subordinate to Mortgages. The lien described in this Article VI shall be deemed subordinate to any lien in favor of any bank, mortgage company, real estate lending establishment, financial institution, insurance company, savings and loan association, or any other third party lender, including the Developer, who may have advanced funds, in good faith, to any Tract Owner for the purchase, improvement, equity lending, renewal, extension, rearrangement or refinancing of any lien secured by a Tract, provided that any such lien holder has made due inquiry as to the payment of any required assessments at the time the lien is recorded. Any consensual lien holder who obtains title to any Tract pursuant to the remedies provided in a deed of trust or mortgage or by judicial foreclosure shall take title of the Tract free and clear of any claims for unpaid assessments or other charges against said Tract which accrued prior to the time such holder acquired title to such Tract. No such sale or transfer shall relieve such holder from liability for any Assessments or other charges or assessments thereafter becoming due. Any other sale or transfer of a Tract shall not affect the Association's lien for Assessments or other charges or assessments. The Association shall make a good faith effort to give each such mortgage sixty (60) days advance written notice of the Association's foreclosure of an Assessment lien, which notice shall be sent to the nearest office of such mortgage by prepaid United State registered or certified mail, return receipt requested, and shall contain a statement of delinquent Assessment or other charges or assessments upon which the said action is based, provided however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

6.08 Purpose of the Assessments. The Annual Assessments and Special Assessments shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Subdivision and the maintenance of the Common Areas. In particular, the Assessments shall be used for any Improvement or services in furtherance of these purposes and the performance of the Association's duties described herein, including the maintenance of any drainage easements, Common Areas, Common Area Expenses, the enforcement of these Restrictions and the establishment and maintenance of reserve funds. The Assessments may be used by the Association for any purpose which, in the judgment of the Association's Board of Directors, is necessary or desirable to maintain the property value of the Subdivision, including but not limited to, providing funds to pay all taxes, insurance, repairs, utilities and any other expense incurred by the Association. Except for the Association's use of the Assessments to perform its duties as described

in these Restrictions, the use of the Assessments for any of these purposes is permissive and not mandatory. It is understood that the judgment of the Board of Directors as to the expenditure of Assessments shall be final and conclusive so long as such judgment is exercised in good faith.

6.09 Handling of Assessments. The collection and management of the Assessment shall be performed by the Developer until the Transfer Control Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer, and upon transfer, the Association, shall maintain a separate account for these funds.

6.10 Developer Exemption. In consideration of the Subdivision infrastructure, the Developer shall be exempt from the payment of all Assessments.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in these Restrictions with respect to the Association from the date hereof, until the earlier of the date the Developer gives written notice to the Association of Developer's termination of the rights described in this Article VII or the Control Transfer Date. Notwithstanding the foregoing, the Developer rights set forth in Sections 7.02 and 7.03 shall not be released until such time as a document relinquishing said rights is filed of record or the Developer no longer holds record title to any Tracts in the Subdivision. The rights and reservations hereinafter set forth shall be deemed accepted and reserved in each conveyance by the Developer whether or not specifically stated therein. The rights, reservations and easements set forth herein shall be prior and superior to any other provisions of these Restrictions and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment to these Restrictions. Developer's consent to any amendment shall not be construed as consent to any other amendment.

7.02 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any Owner or the Association, to grant or create temporary or permanent easements throughout the Subdivision, for ingress, egress, utilities, cable and satellite television systems, communication and security systems, drainage, water and other purposes incidental to the development, sale, operation and maintenance of the Subdivision. The rights reserved to the Developer under this Section 7.02 apply to the entire Subdivision, including Tracts previously sold by the developer.

7.03 Developer's Rights to Convey Common Areas to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey real property and improvements thereon, if any, to the Association for use as Common Areas at any time and from time to time in accordance with these Restrictions, without the consent of any other Owner or Association.

7.04 Annexation of Additional Areas. Developer may cause additional real property to be annexed into Subdivision, by causing a written Annexation Declaration confirming the

annexation thereof, to be recorded in the Official Public Records of Real Property of Gillespie County, Texas. No consent shall be required of the Association or any Member thereof, each Owner being deemed to have appointed the Developer as his agent and attorney-in fact to effect this Annexation, which power hereby granted to the Developer is and shall be a power coupled with any interest. Thereafter, the Association shall be the Association for the entirety of the Development, including the annexed property.

7.05 Developer Control of Association and ACC. Until such time Developer elects to establish the Association and the ACC all authority and powers reserved to the Association, the Board of Directors or the ACC shall be held and exercised by the Developer. The Developer may elect to transfer control of the Association or the ACC at the same time or at different times in which case the Control Transfer Date may be different for the Association and the ACC. The initial Board of Directors of the Association, made up of Owners, shall be designated by the Developer.

ARTICLE XIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has designated such powers (and subject to the provisions of the bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the Members and to improve and enhance the attractiveness, desirability and safety of the Subdivision. The Board of Directors shall minimally be composed of three individuals with the titles of President, Vice-President, and Secretary/Treasurer.

8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any real property, improvements to real property, personal property and any related equipment which the Developer transfers to the Association, together with the responsibility to perform any all maintenance and administrative functions associated therewith, provided that such property and responsibilities are not inconsistent with the terms of these Restrictions. Property interest transferred to the Association by the Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by the Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of any declaration of covenants, conditions and restriction or easements set forth in the transfer instrument. Except as otherwise specifically approved by resolution of the board of Directors, no property or instrument transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to the developer or any affiliate of the developer including, but not limited to, any purchase price, rent charge or fee.

8.03 Other Insurance Bonds. The Association shall obtain such insurance as may be deemed necessary or desirable by the Board or by law, including but not limited to, comprehensive liability and casualty insurance, worker's compensation insurance, fidelity and indemnity

insurance, officers and directors liability insurance, as well as such other insurances or bonds as the Association shall deem necessary or desirable.

8.04 Duty to Prepare Annual Budgets. The Association shall prepare an annual budget for the Association and deliver a copy of the annual budget to the Members along with, or prior to, the delivery of the invoice sent to each Tract Owner for the Annual Assessment. The Association shall strive to deliver the annual budget and the Annual Assessment invoice at least thirty (30) days before the start of each calendar year.

8.05 Duty to Levy and Collect Assessments. The Association shall levy, collect and enforce the Assessments as provided in these Restrictions.

8.06 Duty to Provide Annual Financial Statement. The Association shall prepare an annual financial statement, including a balance sheet, for review by the Members.

8.07 Duties with Respect to Architectural Approvals. The Association, through the ACC, shall perform the ACC duties described in these Restrictions.

8.08 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases and easements) for the common benefit of Owners including any improvements and personal property. The Association may construct improvements on the Subdivision property and may demolish any existing improvements.

8.09 Power to Adopt Rules and Regulation. The Association shall have the power to make reasonable rules and regulations regarding the use of the Common Areas. The rules and regulations may be enforced in the same manner as any other provision of the Restrictions.

8.10 Enforcement of Restrictions. The Association (or any Owner if the Association fails to do so after reasonable written notice) shall enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these Restrictions. Failure by the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If it becomes necessary for any Owner or the Association to file a Court action to enforce these Restrictions, the defaulting Owner shall be liable for all reasonable attorney's fees and costs incurred by the enforcing Owner or the Association to obtain compliance by the defaulting Owner. The defaulting Owner shall be liable for all damages suffered by the enforcing Owner or the Association which shall be in an amount established by the Court.

8.11 Remedies. In the event a Tract Owner fails to remedy any violation of these Restrictions within ten (10) days after written notice by the Association, the Association, or its authorized representatives, may take any one or more of the following actions:

- (a) Enter upon the Tract Owner's property and remove the violating condition, or cure the violation, at the expense of the Tract Owner, and the violating Tract Owner shall pay on demand all costs and expenses, including reasonable attorney's fees, incurred by the Association in removing such violating condition;

- (b) Assess a charge of \$50.00 per day against any Owner and/or his Tract until the violating condition is corrected. The Violation charge may be increased by the Association in accordance with increases in the National Consumer Price Index using 2017 as a base year. Failure to pay such assessment by the violating Owner within ten (10) days from receipt of assessment will result in a lien against the Tract with the same force and effect as the lien for Annual or Special assessments;
- (c) File suit in order to enforce the above remedies and/or pursue any other remedy which may be available at law or in equity;

After a Tract Owner receives a written notice of a violation of these Restrictions, the violating Tract Owner shall not be entitled to any further notice of the same violation if it occurs within a six (6) month period. The Association reserves the easement across each Owner's Tract for the purpose of correcting or removing conditions in violation of these Restrictions, and in doing so, shall have no liability for trespass or other tort in connection therewith, or arising from such correction or removal of a violating condition. The Association shall further have the right to have any vehicle or other property stored or used in violation of these Restrictions removed from the Owner's Tract at the expense of the Owner and stored at the expense of the Owner.

8.12 Authority to Combine ACC and Board. In order to efficiently manage the Association, and to perform the duties of the Association, the Association may elect to combine the duties of the Board of Directors and the duties of the ACC into one body to be known as the ACC/ Board.

ARTICLE IX

GENERAL PROVISIONS

9.01 Term. The provisions hereof shall run with the land and shall be binding upon all Owners, their guests and invitees and all other persons claiming under them for a period of forty (40) years from the date these Restrictions are recorded. These Restrictions shall be automatically extended for successive periods of twenty (20) years each time unless these Restrictions are cancelled by a two-thirds (2/3) majority Vote of the Members and an appropriate document is recorded evidencing the cancellation of these Restrictions.

9.02 Amendments. Except for any amendment affecting any existing Improvements, these Restrictions may be amended or changed, in whole or in part, at any time by a two-third (2/3) majority Vote of the Members. Copies of any records pertaining to such amendments shall be retained by the Association permanently.

9.03 Amendment by the Developer. The Developer shall have and reserve the right at any time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend these Restrictions by an instrument in writing duly signed, acknowledged, and filed for record so long as the Developer owns at least one Tract of land and provided that any such amendment shall be consistent with and is furtherance of the general plan and scheme of development of the Subdivision and evidenced by these Restrictions.

9.04 Severability. Each of these provisions of these Restrictions shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partially unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

9.05 Liberal Interpretation. The provisions of these Restrictions shall be liberally construed as a whole to effectuate the purpose of these Restrictions.

9.06 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the developer and the Association, and their respective guests, invitees, heirs, legal representatives, executors, administrators, successors and assigns.

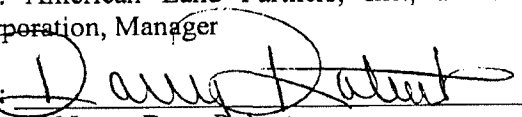
9.07 Effect of Violation on Mortgages. No violation of the provisions herein contained or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgage under any such mortgage, the holder of any such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

9.08 Terminology. All personal pronouns used in these Restrictions, whether used in the masculine, feminine or neuter gender, shall include all other genders, the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limits nor amplifies the provisions of these Restrictions. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, Section or Article which such terms appear.

IN WITNESS WHEREOF, the undersigned, being the Developer, herein, has hereunto set its hand on this the 21 day of July, 2017.

Vineyard Ridge, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

By: 
Printed Name: Davy Roberts
Title: Authorized Agent

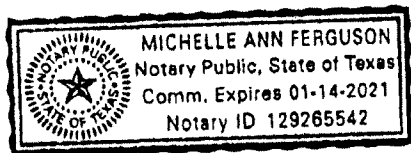
STATE OF TEXAS §
 §
COUNTY OF Gillespie §

DAVY ROBERTS Before me, the undersigned Notary Public, on this day personally appeared who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent as set

forth above and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 21st day of July, 2017.

Michelle Ferguson
NOTARY PUBLIC, State of Texas



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche



Mary Lynn Rusche, County Clerk

Gillespie County Texas

July 21, 2017 10:14:42 AM

FEE: \$108.00 CCHEESEMAN **20173583**
DCC

2 pgs
RES

20203682

CERTIFIED RESOLUTION OF THE BOARD OF DIRECTORS
OF VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, Vineyard Ridge Property Owners' Association, Inc., a Texas non-profit corporation, is the "Association" under the terms and provision of that certain Declaration of Covenants, Conditions and Restrictions for Vineyard Ridge Subdivision recorded as Document Number 20173583 of the Official Public Records of Gillespie County, Texas (the "Declaration");

WHEREAS, the Article III of the Declaration sets forth certain use restrictions for property within the Vineyard Ridge Subdivision (the "Subdivision");

WHEREAS, the Association is charged with enforcing the restrictions contained in Article III of the Declaration;

WHEREAS, the Association wishes to adopt certain interpretations and definitions of Sections 3.05, 3.09, 3.19, 3.28, and 3.36 of Article III of the Declaration to assist owners in the Subdivision to better understand how these provisions will be interpreted and enforced; and

WHEREAS, at a meeting of the Board of Directors of the Association, held on October 29, 2019, at which a quorum of the Directors was present and for which proper and timely notice was given to all Directors, the Board of Directors resolved to adopt that certain Interpretation and Definition of Construction Restrictions for Vineyard Ridge attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, that the Association hereby adopts the Interpretation and Definition of Construction Restrictions for Vineyard Ridge attached hereto as Exhibit "A."

By: David Trost
 Printed Name: David Trost
 Title: President, Vineyard Ridge POA, Inc.

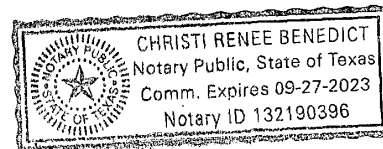
STATE OF TEXAS §
 COUNTY OF GILLESPIE §

This instrument was acknowledged before me on July 8 2020, by David Trost, of the Vineyard Ridge Property Owners' Association, Inc., Texas non-profit corporation, on behalf of said non-profit corporation.

Christi Renee Benedict
 Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE PUGH
 4301 Westbank Dr.
 Bldg. A, Ste. 150
 Austin, TX 78746



Interpretation and Definition of Construction Restrictions for Vineyard Ridge

- **3.05 Barns Workshops Storage Buildings – “behind main dwelling”**
Behind the back corner of the furthest element of the home.
- **3.09 Storage of RVs Trailers & Boats – “reasonably screened from view”**
Not seen from any point of a roadway while maintaining the integrity of the neighborhood.
- **3.19 Propane Fuel Storage – “concealed or attractively screened”**
Not seen from any point of a roadway while maintaining the integrity of the neighborhood.
- **3.28 Prohibited Activities & Nuisance – “lighting approved by ACC”**
Exterior lighting should be kept to a minimum, but consistent with good security practices. Lighting should be installed to be down lighting. No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Sodium, mercury vapor, or bare HID yard lights are not allowed. Holiday lighting is an exception.
- **3.36 Maintenance & Landscaping Lots – identify owner landscape requirements.**
Maintenance to include the mowing, weeding and tree clearing of your lot on regular basis.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County Texas

July 08, 2020 01:56:55 PM

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**BYLAWS OF
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.,
A NONPROFIT CORPORATION**

**Article I
Definitions**

The words, phrases and terms used in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, and Restrictions for Vineyard Ridge Subdivision executed by Vineyard Ridge, LLC, as Developer therein, and recorded in the Official Records of the County Clerk's office, Gillespie County, Texas (as modified, amended or supplemented, from time to time, the "Declaration").

Section 1.1 "Association" means and refers to Vineyard Ridge Property Owners' Association, Inc., its successors and assigns, a nonprofit Texas Corporation.

Section 1.2 "Common Area" means all real property owned by the association for the common use and enjoyment of the Owners and as further set forth in the Declaration of Covenants, Conditions, and Restrictions for Vineyard Ridge Subdivision.

Section 1.3 "Developer" means and refers to Vineyard Ridge, LLC, a Delaware Limited Liability Company, its successors and assigns.

Section 1.4 "Declaration" means and refers to the Declaration of Covenants, Conditions, and Restrictions for Vineyard Ridge Subdivision, as it may be amended from time to time.

Section 1.5 "Lot" means and refers to any lot of land shown on the recorded subdivision plat with the exception of the Common Area and as further set forth in the Declaration of Covenants, Conditions, and Restrictions for Vineyard Ridge Subdivision.

Section 1.6 "Member" means and refers to an Owner who is a member of the Association as provided in Article V of the Declaration of Covenants, Conditions, and Restrictions for Vineyard Ridge Subdivision.

Section 1.7 "Owner" means and refers to the record Owner, whether one or more persons or entities, of the fee-simple title to any Lot(s) later developed, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure. Said term "Owner" shall also refer to the heirs, successors and assigns of any Owner. The Developer shall not be deemed an Owner.

Section 1.8 "Subdivision" means and refers to all property including Lots and Common Area on the plat of the subdivision filed by the Developer in the Map and Plat Records of Gillespie County Texas and all areas subject to the Declaration. All references to "Vineyard Ridge" or "Properties" means this subdivision as defined in this Section 1.8.

Article II Administration of Subdivision

Section 2.1 Power and Authority: The Association shall have the following powers and authority:

A. To own, purchase, manage, maintain, repair and replace the Common Area or any other part of the Property for which the Association is responsible under the Governing Documents, as well as any or all of the equipment or property of any type used in connection with the maintenance and preservation thereof.

B. To make assessments against the Owners of Lots in the Subdivision for payment of expenses incurred in accordance with the provisions of the Declaration or as otherwise permitted by law.

C. To promulgate such rules and regulations with respect to the Project, and to perform such deeds and acts as are deemed necessary to achieve the aforesaid objectives, and to promote the recreation, health, safety and welfare of the Members of the Association, all in accordance with the provisions of the Declaration.

D. To do or undertake any other lawful act or activity for which nonprofit corporations may be organized under the Texas Nonprofit Corporation Act (the "Act") and to exercise all powers which may be granted unto the Association by applicable law.

Section 2.2 Official Action: Unless specifically required in the Declaration or otherwise by law, all actions taken or to be taken by the Association shall be valid when such are approved by the Board as hereinafter set forth or when taken by the officer, committee, person or entity to whom such authority has been duly delegated by the Board as permitted in the Governing Documents or as otherwise allowed by law. The Association, its Board, officers and Members shall at all times act in conformity with the Act, and the Governing Documents.

Article III Offices-Seal-Fiscal Year

Section 3.1 Principal Office and Registered Office: The principal office of the Association shall be located at such places as the Board may fix from time to time. The registered office of the Association required by law to be maintained in the State of Texas may be, but need not be, identical with the principal office.

Section 3.2 Other Offices: The Association may have other offices at such other places within the State of Texas as the Board may from time to time determine or as the affairs of the Association may require.

Section 3.3 Seal: The seal of the Association shall be in the form of two concentric circles with the name of the Association and year 2017 printed between the two concentric circles with a star in the middle with the word "TEXAS" printed in the star.

Section 3.4 Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

Article IV Membership

Section 4.1 Qualification: Membership in the Association shall be limited to the Owners, and every Owner of a Lot shall automatically be a Member of the Association. "Membership" means all Members as a group. Membership in the Association shall be appurtenant to and may not be separated from Lot ownership. The date of recordation in the Official Records of the County Clerk's office of Gillespie County, Texas of the deed conveying any Lot shall govern the date of ownership of that Lot. However, in the case of death, the transfer of ownership shall occur on the date of death (in the case of intestacy), or on the date of probate of the will (in the case of testacy). Until a descendant's will is probated, the Association will rely upon the presumption that a deceased Owner died intestate.

Section 4.2 Place of Meeting: All meetings of the Membership shall be held at a place within Gillespie County, Texas, or at such other place, either within or without the State of Texas, as designated in the notice of the meeting.

Section 4.3 Annual Meeting: A meeting of the Association shall be held at least once each year. The first annual meeting of the Members will be held within one year from the date of incorporation of the Association or not later than thirty (30) days after one hundred percent (100%) of the lots have been sold, whichever first occurs. Thereafter, the Annual Meeting of the Association shall be held on the second Tuesday in May of each year at 7:00 p.m., Central Standard Time, if not a legal holiday. If the day for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday. At such meetings, the Board shall be elected in accordance with Article V of these Bylaws, and the Members shall transact such other business as may properly come before the meeting.

Section 4.4 Substitute Annual Meetings: If an Annual Meeting is not held on the day designated by these Bylaws, a Substitute Annual Meeting may be called in accordance with the provisions of Sections 4.5 and 4.6. A meeting so called shall be designated and treated for all purposes as the Annual Meeting.

Section 4.5 Special Meetings: After the first Annual Meeting of the Members, Special Meetings of the Members may be called at any time by the President, by Owners having ten percent (10%) of the votes of the Association, by a majority of the Board, or as permitted by law. Business to be acted upon at all Special Meetings shall be confined to the subjects stated in the notice of such meeting.

Section 4.6 Notices of Meetings: Written or printed notice stating the time and place of a Membership meeting, including Annual Meetings, and the items on the agenda, including the general nature of any proposed amendment to the Declaration or these Bylaws, any budget

changes, and any proposal to remove a director or officer, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of any such Membership meeting, by or at the direction of the President or the Secretary, either by hand delivery or by mail, to the mailing address of each Lot or to any other mailing address designated in writing by an Owner. Notice given to any one tenant in common, tenant by entirety or other joint Owner of a Lot shall be deemed notice to all Owners of the subject Lot. Notice of any Special Meeting shall specifically state the purpose or purposes for which the meeting is called.

Section 4.7 Quorum: Except as otherwise expressly required in these Bylaws, the presence in person or by proxy of Members entitled to cast thirty percent (30%) of the votes which may be cast, shall constitute a quorum at all meetings of the Members. If a quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting to another date and time without having to give notice other than the announcement of the new date and time of the meeting. At a subsequent meeting held due to the lack of a quorum then the presence in person or by proxy of Members entitled to cast twenty percent (20%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then the presence in person or by proxy of Members entitled to cast fifteen (15%) of the votes which may be cast, shall constitute a quorum at that meeting of the Members. If a quorum is still not present or represented at that meeting then, the Members entitled to vote shall have the power to adjourn the meeting to another date and time, without notice other than the announcement at that meeting of the new date and time of the meeting. At a subsequent meeting held due to a continued lack of a quorum then a majority vote of those votes present in person or by proxy shall constitute a quorum at that meeting of the Members. The Members at any meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of Members leaving less than a quorum in attendance.

Section 4.8 Voting Rights: The voting rights of Members in the Association shall be as set forth in the Declaration. If fee simple title to a Lot is owned of record by more than one person or entity, all such persons or entities shall be Members of the Association, but the vote with respect to any such jointly owned Lot shall be cast as hereinafter provided.

In no event may the vote which may cast with respect to any Lot be divided among joint Owners of the Lot or cast in any manner other than as a whole, it being the intention of this Section 4.8 that there be no "splitting" of votes that may be cast by any Member or Members.

Section 4.9 Proxies: Members may vote either in person or by agents duly authorized by written proxy executed by the subject Member or by his duly authorized attorney-in-fact. A proxy is not valid after the earlier of the term stated therein or the expiration of eleven (11) months from the date of its execution. In order to be effective, all proxies must be dated and filed with the Secretary or duly acting Secretary either during or prior to the meeting in question. A Member may not revoke a proxy given pursuant to this Section 4.9 except by actual notice of

revocation delivered to the person presiding over a meeting of the Association. The proxy of any Owner will automatically terminate on conveyance by such Owner of his or her lot.

Section 4.10 Majority Vote: The cast of a majority of the votes represented at a meeting at which a quorum is present, in person or by proxy, shall be binding for all purposes except where a different percentage vote is required by these Bylaws, the Declaration, the Certificate of Formation of the Association, or by law.

Section 4.11 Actions By Written Ballots: Any action which may be taken at a meeting of the Membership may be taken without a meeting by written ballot.

Article V Board

Section 5.1 General Powers: The business and affairs of the Association shall be managed by the Board or by such committees as the Board may establish pursuant to Article VI of these Bylaws. Provided, however, the Board may not act on behalf of the Association to amend the Declaration, to terminate the planned community, to elect Members of the Board, or to determine the qualifications, powers and duties, or terms of office of Board Members. The Board may, however, fill vacancies in its Membership for the unexpired portion of any term.

Section 5.2 Number, Term, and Qualifications: The initial Board shall consist of the three (3) individuals appointed by the Developer and who need not be Members. The Board members appointed by the Developer need not be Owners in the Subdivision. On or before the 120th day after the date seventy five percent (75%) of the lots that may be created and made subject to the Declaration are conveyed to Owners other than Developer, at least one-third of the Board Members must be elected by Owners other than the Developer. After all of the lots are sold then the Board shall consist of not less than three (3) but no more than five (5) directors. Within these limits, the Board may change the number of directors. No decrease in the number of directors may shorten the current term of a director. The directors, after the Developer transfers control, shall be elected by the Members. Directors after Developer transfers control shall be elected to staggered terms. Board members may succeed themselves in office.

Section 5.3 Election of Board Members: Subject to the right of the Developer to appoint Directors as provided in Section 5.2, the election of all Board Members shall be by ballot. Persons receiving the highest number of votes (see Section 4.8) shall be elected. Cumulative voting is not permitted.

Section 5.4 Removal: Any Board Member, other than a Member appointed by the Developer, may be removed from the Board, with or without cause, by a vote of at least sixty-seven percent (67%) of the votes entitled to be cast by all Members present and entitled to vote at any meeting of the Membership at which a quorum is present; provided, the notice of the meeting must state the purpose, or one of the purposes, of the meeting is removal of the Board Member. Board Members appointed by the Developer may only be removed by the Developer and can be removed with or without cause. If any Board Members are so removed, their successors as Board Members may be elected by the Developer or the Membership at the same

meeting to fill the unexpired terms of the Board Members so removed as provided in Section 5.3.

Section 5.5 Vacancies: A vacancy occurring in the Board may be filled by a majority of the remaining Board Members, though less than a quorum, or by the sole remaining Board Member; provided, however, a vacancy created by an increase in the authorized number of Board Members shall be filled only by election at an Annual or substitute Annual Meeting or at a Special Meeting of Members called for that purpose. The Members may elect a Board Member at any time to fill any vacancy not filled by the Board Members. As provided in Section 5.4, the Developer or the Membership shall have the first right to fill any vacancy created by the Developer or the Membership's removal of a Board Member by electing a replacement at the meeting where the removal occurs.

Section 5.6 Chairman: A Member of the Board shall be elected as Chairman of the Board by the Board Members at the first meeting of the Board. The Chairman shall preside at all meetings of the Board and perform such other duties as may be directed by the Board. Prior to election of a Chairman and/or in the event that the Chairman is not present at any meeting of the Board, the President shall preside.

Section 5.7 Compensation: No Member of the Board shall receive any compensation from the Association for acting as such. Provided, however, each Board Member shall be reimbursed for reasonable out-of-pocket expenses incurred and paid by him on behalf of the Association, and nothing herein shall prohibit the Board from reasonably compensating a Board Member for unusual and extraordinary services which are beyond services usually and customarily provided by Board Members. Further provided, each Board Member, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon service as a Board Member.

Section 5.8 Loan to Board Members and Officers: No loans shall be made by the Association to its Board Members or officers. The Board Members who vote for or assent to the making of a loan to a Board Member or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

Section 5.9 Liability of Board Members: To the extent permitted by the provisions of the Act in effect at the applicable time, each Board Member is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as a Board Member. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 5.10 Meetings of the Board:

A. Regular Meeting: Regular Meetings may be held, without notice, at such hour and address as may be fixed from time to time by resolution of the Board.

B. Special Meetings: Special Meetings shall be held when called by the Chairman of the Board, the President of the Association, or by a majority of the Board Members

upon written notice sent to each Board Member by any usual means of communication not less than five (5) days before the meeting.

C. Waiver of Notice: The notice provided for herein may be waived by written instrument signed by those Board Members who do not receive said notice. Attendance by a Board Member at a meeting shall constitute a waiver of notice of such meeting unless the subject Board Member at the beginning of the meeting (or promptly upon his arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

D. Meeting Place: The Board may hold Regular or Special Meetings in or out of the State of Texas.

E. Quorum: A majority of the Board Members then holding office shall constitute a quorum for the transaction of business and every act or decision done or made by a majority of the Board Members present at a duly held meeting at which a quorum is present, in person or by teleconference, shall be regarded as the act or decision of the Board.

Section 5.11 Action Without Meeting: The Board Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Board. Said written approval shall be filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

Section 5.12 Presumption of Assent: A Board Member who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his contrary vote is recorded or his dissent is otherwise entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Board Member who voted in favor of such action.

Section 5.13 Powers of the Board: The Board shall have the authority to exercise all powers of the Association necessary for the administration of the affairs of the Subdivision except such powers and duties as by law or by Governing Documents may not be delegated by the Members to the board. The powers that may be exercised by the Board shall include, but shall not be limited to, the following:

A. Operation, care, upkeep and maintenance of the Common Area, to extent such operation, care, upkeep, and maintenance is not the obligation of the Owners;

B. Determination of the funds required for operation, administration, maintenance and other affairs of the Project and collection of the assessments for the Owners, as provided in the Governing Documents;

C. Employment and dismissal of personnel (including without limitation the Independent Manager) necessary for the efficient operation, maintenance, repair, and replacement of the Common Area;

D. Adoption of rule and regulations covering the details of the operation, maintenance, repair, replacement, use and modification of the Common Area, the personal conduct of the Members and their guests in using them; and to establish penalties for infractions of such rules and regulations;

E. Opening of bank accounts on behalf of the Association and designating the signatories required therefor;

F. Obtaining insurance as required or permitted under the terms of the applicable provisions of the Declaration;

G. Keeping detailed accurate records of the receipts and expenditures of the Association, obtaining annual audits and/or reviews of financial records of the Association from the Association's public accountant, furnishing the annual reports, and furnishing current budgets. All books and records shall be kept in accordance with good and accepted accounting practices;

H. Keeping a complete record of the minutes of all meetings of the Board and Membership in which a minute book shall be kept and actions taken by the Board and/or Members by written ballot or by consent without meeting shall be inserted into such minute book;

I. Supervising all officers, agents and employees of the Association and insuring that their duties are properly performed;

J. Enforcing, on behalf of the Association, the obligations and assessments provided in the Declaration, including but not limited to, the institution of civil actions to enforce payment of the assessments as provided in the Declaration, the institution of actions to foreclose liens for such assessments in accordance with the terms of the Declaration and the procedures set forth in the Texas Property Code, the imposition of charges for late payment of assessments, and after notice and an opportunity to be heard as provided in The Texas Property Code, levying reasonable fines for violations of the Declaration, Bylaws and rules and regulations of the Association;

K. Making repairs, additions, and improvements to or alterations or restoration of the Property in accordance with the other provisions of these Bylaws and the Declaration, after damage or destruction by fire or other casualty, or as a result of a condemnation or eminent domain proceeding;

L. Enforcing by any legal means or proceedings, the provisions of the Certificate of Formation of the Association, these Bylaws, the Declaration, or the rules and regulations hereinafter promulgated governing the Property, including use of the Common Area;

M. Paying all taxes and assessments which are or may become liens against any part of the Common Area, and to assess the same against the Owners in the manner herein provided;

N. Hiring attorneys and other professionals;

O. Maintaining and repairing any Lot or Improvement, if such maintenance or repair is required by the Declaration or is necessary in the discretion of the Board to protect the Common Area or any other Lot or Improvement or if the Owner of such Lot has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered or mailed by the Board to said Owner.

P. Entering any Improvement, when necessary, in connection with any maintenance or construction for which the Board is responsible; provided, such entry shall be made during reasonable hours and with notice to the Owner when practicable. Any damage caused thereby shall be repaired by the Board and such expenses shall be treated as an expense of the Association.

Q. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President, any Vice President, the Treasurer or the Assistant Treasurer of the Association, and countersigned by any Board Member;

R. Furnishing certificates setting forth amounts of unpaid assessments that have been levied upon a Lot to the Owner or Mortgagee of such Lot, or a proposed purchaser or Mortgagee of such Lot, and imposing and collecting reasonable charges therefore; and

S. Exercising any other powers allowed in the Declaration, the Certificate of Formation, these Bylaws, or otherwise by law.

T. Suspend the voting rights and right to use the recreational facilities of any Member during any period in which such Member is in default as allowed by the Texas Property Code;

U. Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Certificate of Formation, or by other provisions of these Bylaws;

V. Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three consecutive regular meetings of the Board of Directors; and

W. Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

Section 5.14 Independent Manager: The Board may employ or enter into a management contract with any individual, firm or entity it deems appropriate and in the best interest of the Association. The Board may delegate to such person, firm or entity (referred to in these Bylaws

as "Independent Manager") such duties and responsibilities in the management of the Property as the Board deems appropriate. Provided, the Board may not delegate to the Independent Manager responsibilities and duties of the Association in violation of the Nonprofit Corporation Act of Texas. The Board shall have authority to fix the reasonable compensation for the Independent Manager. The Independent Manager shall at all times be answerable to the Board and subject to its direction.

Section 5.15 Duties: It will be the duty of the board of directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement of such acts and affairs to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-half (1/2) of the Members entitled to vote at the meeting;

B. Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

C. As more fully provided in the declaration, to:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject to the assessment at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same;

D. Issue, or cause an appropriate officer to issue, on demand by any person and on imposition of a reasonable charge, a certificate setting forth whether or not any assessment has been paid, a statement in a certificate to the effect that an assessment has been paid constituting conclusive evidence of such payment;

E. Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

F. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

G. Cause the Common Area to be maintained.

Article VI Committees

Section 6.1 Creation: The Board may create such committees as they deem necessary and appropriate in aiding the Board to carry out its duties and responsibilities

Section 6.2 Vacancy: Any vacancy occurring on a committee shall be filled by a majority of the number of Board Members then holding office at a regular or special meeting of the Board.

Section 6.3 Removal: Any Member of a committee may be removed at any time with or without cause by a majority of the number of Board Members then holding office.

Section 6.4 Minutes: Each committee shall keep regular minutes of its proceedings and report the same to the Board when required.

Section 6.5 Responsibility of Board Members: The designation of committees and the delegation thereto of authority shall not operate to relieve the Board or any Member thereof of any responsibility or liability imposed upon it or him by law.

Section 6.6 Architectural Review Committee: Notwithstanding anything in this Article VI to the contrary, the Architectural Review Committee shall be created, appointed and governed as provided in the Declaration.

Article VII Officers

Section 7.1 Enumeration of Officer: The officers of the Association shall consist of a President, a Secretary, a Treasurer and one or more Vice Presidents, Assistant Secretaries, Assistant treasurers and other officers as the Board may from time to time appoint. Except for the President, no officer need be a Member of the Board.

Section 7.2 Appointment and Term: The officers of the Association shall be appointed annually by the Board at the first meeting of the Board next following the Annual or Substitute Annual Meeting of the Members and shall serve for the terms of one year. Each officer shall hold office until his death, resignation, removal or until his successor is appointed.

Section 7.3 Removal: Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interest of the Association will be served thereby.

Section 7.4 Vacancy: A vacancy in any office may be filled by the appointment by the Board of a successor to such office. Such appointment may take place at any meeting of the Board. The officer appointed to such vacancy shall serve for the remaining term of the officer he replaces.

Section 7.5 Multiple Offices: The person holding the office of President shall not also hold the office of Secretary or Treasurer at the same time. Any other offices may be simultaneously held by one person. Any officer may also be a Member of the Board.

Section 7.6 President: The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members. In the absence of the Chairman, he shall also preside at all meetings of the Board. He shall see that the orders and resolutions of the Board are carried out; he shall sign all written agreements or instruments on behalf of the Association and co-sign all promissory notes of the Association, if any, with the Treasurer; and he shall have all of the general powers and duties which are incident to the office of President of a corporation organized under the Act in connection with the supervision, control and management of the Association in accordance with the Governing Documents.

Section 7.7 Vice President: The Vice President in the order of their appointment, unless otherwise determined by the Board shall, in the absence or disability of the President, perform the duties and exercise the powers of that office. In addition, they shall perform such other duties and have such other powers as the Board shall prescribe.

Section 7.8 Secretary: The Secretary shall keep the minutes of all meetings of Members and of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all duties incident to the Office of Secretary of a corporation organized under the Act.

Section 7.9 Treasurer: The Treasurer shall have the responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall co-sign promissory notes of the Association; he shall prepare a proposed annual budget (to be approved by the Board) and the other reports to be furnished to the Members as required in the Declaration. He shall perform all duties incident to the office of Treasurer of a corporation organized under the Act.

Section 7.10 Assistant Secretaries and Assistant Treasurers: The Assistant Secretaries and Assistant Treasurers shall, in the absence or disability of the Secretary or the Treasurer, respectively, perform the duties and exercise the powers of those offices, and they shall, in general, perform such other duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President of the Board.

Section 7.11 Compensation: Officers shall not be compensated for the usual and ordinary services tendered to the Association incident to the offices they hold. The Board may, however, reasonably compensate any officer or officers who render unusual and extraordinary services to the Association beyond those usually and customary expected of persons serving as officers. Each officer, by assuming office, waives his right to institute suit against or make claim upon the Association for compensation based upon services usually or customarily rendered by persons occupying the office each holds.

Section 7.12 Indemnification: To the extent permitted by the provisions of the Act in effect at the applicable times, each officer is hereby indemnified by the Association with respect to any liability and expense of litigation arising out of his activities as an officer. Such indemnity shall be subject to approval by the Members only when such approval is required by the Act.

Section 7.13 Amendment Authority: Amendments to the Declaration may be prepared, executed, certified and recorded by the President, the Secretary, the Treasurer or any Vice President of the Association.

Article VIII Amendments

Section 8.1 Amendments by Members: Subject to Section 8.2 and the last sentence of this Section 8.1, these Bylaws may be amended. All persons or entities who own or hereafter acquire any interest in the Property shall be bound to abide by any amendment to these Bylaws which is duly adopted as provided herein. No amendment to these Bylaws shall be adopted or passed which shall impair or prejudice the rights of Developer provided for in the Governing Documents, without the consent of Developer.

Section 8.2 Amendments by Developer or Board: Developer, for so long as it owns lots in the subdivision, and thereafter the Board, shall have the right to amend these Bylaws for the purposes set forth in the Declaration, without the consent or approval of any other Member.

Section 8.3 Agency Approval: So long as Developer still owns lots in the subdivision, any amendment of these Bylaws, except as expressly provided in Section 8.2 above, shall require the prior written approval of any Agency then holding or insuring any Mortgage.

Article IX Miscellaneous

Section 9.1 Severability: Invalidation of any covenant, condition, restriction or other provisions of the Declaration or these Bylaws shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 9.2 Successors Bound: The rights, privileges, duties and responsibilities set forth in the Governing Documents, as amended for time to time, shall run with the ownership of the Property and shall be binding upon all persons who own or hereafter acquire any interest in the Property.

Section 9.3 Gender, Singular. Plural: Whenever the context so permits, the use of the singular or plural shall be interchangeable in meaning and the use of any gender shall be deemed to include all genders.

Section 9.4 Nonprofit Corporation: No part of the Association's assets or net income shall inure to the benefit of any of the Members, the officers of the Association, or the Members of the Board, or any other private individual either during its existence or upon dissolution

except as reasonable compensation paid or distributions made in carrying out its declared nonprofit purposes set forth in the Declaration, the Certificate of Formation of the Association and these Bylaws.

Section 9.5 Books and Records: The books, records, papers of the Association will be subject to inspection by any Member during ordinary business hours. The Declaration, Certificate of Formation, and Bylaws of the Association will be available for inspection by any Member at the principal office of the Association, where copies will be made available for sale at a reasonable price.

Section 9.6 Assessments: As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments which are not paid when due, are considered delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment bears interest from the date of delinquency at the maximum rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against his or her property. Interest, costs, and reasonable attorney fees of any such action will be added to the amount of any assessment due. No Owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.

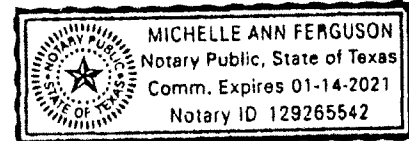
Section 9.7 Conflict: In the case of any conflict between the Certificate of Formation and these Bylaws, the Articles will control. In the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

PASSED, ADOPTED AND APPROVED on this the 26th day of April, 2017.

By: Davy Roberts
Davy Roberts, President

ATTEST:

Michelle Ferguson
Michelle Ferguson, Secretary



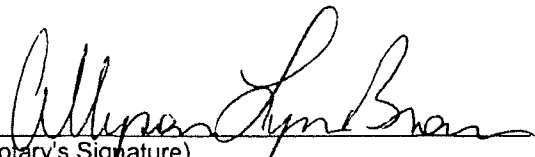
4/26/17

JURAT:

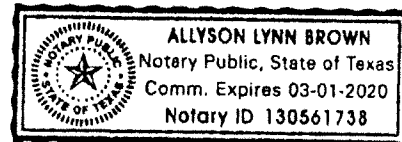
The State of Texas

County of Gillespie

Subscribed and sworn to before me on this 27 day of December, 2017, by Davy Roberts


(Notary's Signature)
Notary Public, State of Texas

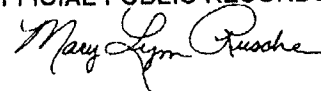
(Seal)



After Recording Return to:

Preferred Association Management Company
1101 Arrow Point Drive, Suite 101
Cedar Park, TX 78613

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**



Mary Lynn Rusche, County Clerk
Gillespie County Texas

January 30, 2018 01:46 29 PM

FEE: \$72.00 CCHEESEMAN **20180421**

BY



16 pgs
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20190846

**RESOLUTION ADOPTING A SOLAR ENERGY DEVICE INSTALLATION POLICY
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
(the "Association")**

WHEREAS, Texas Property Code §§ 202.010 & 202.011 (or other numbered sections subsequently used to prevent confusion by the enacting of identically numbered, separate provisions) are effective immediately, allowing owners in property owner associations the limited right to install solar energy devices; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the enforcement of its current conditions, covenants, restrictions, and rules, and the installation of solar energy devices.

BE IT RESOLVED, that, to the extent any dedicatory instrument of the Association prohibits the installation of any Solar energy device, as defined by Section 171.107 of the Texas Tax Code (herein, "Device" or "Devices"), the Association shall enforce that restriction only to the extent allowable by law, and therefore adopts the following guidelines as follows:

1. No Device may be installed on property owned or maintained by the Association nor on property owned in common by the members of the Association.
2. All such Devices must receive architectural approval of the Association prior to installation, pursuant to the Conditions, Covenants, and Restrictions of and for the Association and any and all application procedures currently in effect.
3. No such Devices may be installed on an owner's property other than on the roof of the home, or the roof of another structure owned by the owner which is allowed under a dedicatory instrument, or in a fenced yard or patio owned and maintained by the owner.
4. If a Device is mounted on the roof of the home, it may not extend higher than or beyond the roofline.
5. If a Device is mounted on the roof of the home, it must be in the location designated by the Association unless the alternate location increases the estimated annual energy production of the device as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10% above the energy production of the Device if located in the area designated by the Association.
6. The Device must conform to the slope of the roof and have a top edge that is parallel to the roofline.
7. The frames, support brackets, and visible piping or wiring must be in a silver, black, or bronze tone commonly available in the marketplace.
8. If the Device is located in a fenced yard or patio, the Device may not be taller than the fence line.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

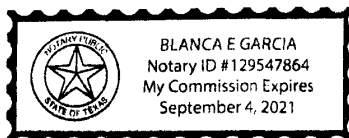
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below to be effective immediately.

Executed this the 29th day of Jan, 2019.

By: Cynthia Chesak
 Name: Cynthia Singes
 Title: President

STATE OF TEXAS)
)
 COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January, 2019, by Cynthia Chesak, President of and for the Association, for the purposes therein expressed.



[Signature]
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE CARPENTER HAZLEWOOD
 8400 North Mopac
 Suite 100
 Austin, Texas 78759

**RESOLUTION ADOPTING A COLLECTION POLICY
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
(the "Association")**

WHEREAS, Texas Property Code §§ 209.0062 & .0064 requires associations to provide notice to members that are delinquent in their assessments by certified mail, return-receipt requested and waiting a period of 30 days for the member to bring their account current or arrange an alternative payment schedule, as prescribed by Texas Property Code § 209.0062, as conditions precedent to holding the member liable for costs of collection of a delinquent account, and

WHEREAS, the Association, desires to modify its current collection policy and operating procedures to comply with the law.

BE IT RESOLVED, that any part of any collections policy currently in effect for the Association that is in conflict with this Resolution is hereby rescinded.

BE IT FURTHER RESOLVED, that the Association's collection policy and process shall be as follows:

1. Members that are delinquent in the payment of any amount, prior to referral to an attorney for collection of the same, shall be notified by certified mail, return-receipt requested, of: the amount due to the association supported by an itemization of same, notice of the Member's option to enter into an alternative payment schedule based on the Association's policy of record, and their right to a period of 30 days to cure the delinquency before further collection action is taken.
2. The amount of the delinquency that triggers the aforementioned notice shall be determined by the board from time to time.
3. No less than 30 days subsequent to the notice sent pursuant to Number 1 above, the delinquent Member shall be referred to the Association's attorney for collection of all delinquent amounts. At that time, the delinquent Member shall be responsible for all reasonable and necessary attorney fees associated with the collection of the delinquent amount.
4. All other provisions of the Association's current collection policy shall remain in effect as originally written.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

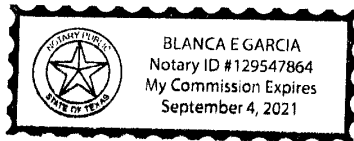
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

Executed this the 29th day of Jan, 2019.

By: Cynthia C. Sings
Name: Cynthia C. Sings
Title: President

STATE OF TEXAS)
)
COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January, 2019, by Cynthia Chesak, President of and for the Association, for the purposes therein expressed.



[Signature]
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE CARPENTER HAZLEWOOD
8400 North Mopac
Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING BOARD MEETING NOTICE PROCEDURE
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
(the "Association")**

WHEREAS Texas Property Code § 209.0051(e) requires associations to provide notice to all members of Board Meetings, and

WHEREAS, the Association, desires to set forth its guidelines for providing notice for Board Meetings.

BE IT RESOLVED, that the Association hereby adopts the following guidelines:

Notice of all Board Meetings, to include the general subject of a regular or special Board Meeting, including a general description of any matter to be brought up in deliberation in executive session, will be:

1. Mailed to each property owner, at the address previously provided by such owner, no later than the 10th day, nor earlier than the 60th day, before the date of the meeting, OR
2. Provided at least 72 hours before the start of the meeting by:
 - a. Posting the written notice in a conspicuous manner at a place reasonably designed to provide notice to property owners OR posting the notice on an internet site maintained by the Association or its agent, and
 - b. Sending the notice by email to each owner who has registered an email address with the association. The Association shall maintain on its internet site a place for residents to register their email address.

Members are hereby advised that Texas Property Code § 209.0051(f) requires them to register their email address with the Association and update it from time to time. Failure to do so will likely result in said Member not receiving notice of meetings.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

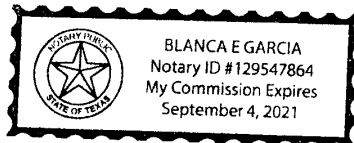
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

Executed this the 29th day of Jan, 2019.

By: Cynth. Chesak
 Name: Cynthia Dinges
 Title: President

STATE OF TEXAS)
)
 COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January, 2019, by Cynthia Chesak, President of and for the Association, for the purposes therein expressed.



[Signature]
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE CARPENTER HAZLEWOOD
 8400 North Mopac
 Suite 100
 Austin, Texas 78759

**RESOLUTION ADOPTING A RECORDS PRODUCTION AND COPYING POLICY
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
(the "Association")**

WHEREAS Texas Property Code § 209.005(i) requires associations to file a records production and copying policy that prescribes the costs the Association will charge for compilation, production, and reproduction of information requested by a Member.

WHEREAS, failing the existence of such a policy, the Association shall be liable to compile and produce such records, but shall not be entitled to charge for same.

BE IT RESOLVED, that the following shall be the Association's policy for records production and copying:

Upon receipt of a proper request for information, by a proper party pursuant to Texas Property Code § 209.005(c), the Association shall make the records described by § 209.005 available pursuant to the terms thereof, within the time allotted therein, and shall otherwise comply with such provisions of Texas Property Code § 209.005, including the withholding of certain information described therein.

Further, the Association itself or by and through its agent or manager, shall charge as follows when it is required to produce records accordingly:

- a. \$25 per hour if clerical staff performs the compilation/production task.
- b. \$75 per hour if a manager performs the compilation/production task.
- c. The prevailing billing rate for an attorney, CPR, or other third party profession if they perform the compilation/production task.'
- d. A minimum hourly charge for compilation/production shall be two hours.
- e. \$.10 per photocopy.
- f. \$.50 per pdf or other image file.
- g. \$1.00 per CD or \$3.00 for DVD.
- h. The aforementioned amounts shall be increased annually by the Consumer Price Index for All Urban Consumers ("CPI-U") as published by the U.S. Bureau of Labor and Statistics (1967=100) starting January 2013, or its replacement index if publication of the CPI-U is discontinued.
- i. To the extent that the aforementioned charges may exceed those allowed by current or future law, the charges shall be reduced to the legal maximum limit.
- j. Members may be required to pay an estimated cost in advance of the compilation/production and copying process with a final reconciliation to be prepared after the compilation/production and copying is performed. Any costs over the amount prepaid by the member may be charged to the member's account as an assessment. Any overpayment by the member shall be promptly refunded.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in

addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

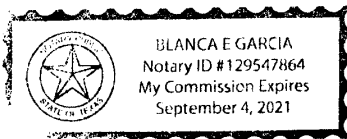
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

Executed this the 29th day of Jan, 2019.

By: Cynthi C. Xing
 Name: Cynthia Xing
 Title: President

STATE OF TEXAS)
)
 COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January, 2019, by Cynthia Chesak President and for the Association, for the purposes therein expressed.



[Signature]
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE CARPENTER HAZLEWOOD
 8400 North Mopac
 Suite 100
 Austin, Texas 78759

**RESOLUTION ADOPTING A RECORDS RETENTION POLICY
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC. (the "Association")**

WHEREAS Texas Property Code § 209.005(m) requires associations to adopt policies to retain certain records for minimum periods of time.

BE IT RESOLVED, that the following is the Association's policy for records retention:

1. Formation documents, bylaws, CCRs – permanently
2. Financials – 7 years
3. Owner account records – 5 years
4. Contracts with a one year term or more – 4 years from the date of termination.
5. Board meeting minutes – 7 years
6. Tax returns and audits – 7 years

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

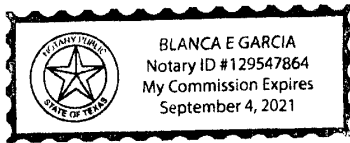
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

Executed this the 29th day of Jan, 2019.

By: Cynth. Chesak
Name: Cynthia Chesak
Title: President

STATE OF TEXAS)
)
COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January, 2019, by Cynthia Chesak President of and for the Association, for the purposes therein expressed.



[Signature]
Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
CAGLE CARPENTER HAZLEWOOD
8400 North Mopac
Suite 100
Austin, Texas 78759

**RESOLUTION ADOPTING A PAYMENT PLAN POLICY
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
(the "Association")**

WHEREAS Texas Property Code § 209.0062(d) requires associations to develop payment plan policies allowing members that are delinquent in their assessments to arrange an alternative payment schedule to avoid incurring additional costs of collection and to file the same in the real property records of each county wherein the association is located, and

WHEREAS, the Association, desires to set forth its guidelines for alternative payment schedules.

BE IT RESOLVED, that the Association hereby adopts the following guidelines:

1. Any Member that is delinquent in the payment of any amount may enter into a payment plan with the Association.
2. No Member shall be entitled to enter into a payment plan if such Member was in violation of any payment plan with the Association in the previous two-year period prior to the request for payment plan.
3. Payment plans shall be for a period not to exceed 3 months, unless otherwise determined by the Association or its representative or attorney. Payment plans shall include the following information: all amounts owed by the Member, all amounts that will come due during the term of the plan, and all amounts for the cost of the administration of the payment plan as indicated in Number 7 below. Each payment under the payment plan shall be equal.
4. After a member is notified of a delinquency in the payment of amounts due to the Association, the member shall have a period of 30 days within which to request a payment plan. A payment plan will be prepared and delivered to the member within a reasonable amount of time. The member must execute and return the payment plan along with the first payment due under the plan within five (5) days of receipt of the payment plan by the member. If the member fails to request an alternative payment schedule within the thirty (30) day period allowed by the notice to the member provided pursuant to Texas Property Code § 209.0064(b)(3), the Association shall not be obligated to offer such alternative payment schedule.
5. If the member does not execute and deliver the payment plan to the Association within said 30 day period, it shall be conclusively presumed that the owner does not elect to enter into a payment plan and no further alternative payment schedules shall be offered.
6. Any payment returned for insufficient funds shall be a breach of the payment plan agreement.
7. Members shall be responsible for all legal fees associated with the preparation of the payment plan agreement, which shall not be less than \$200, as well as the administrative costs of the management company, which shall not be less than \$25 per payment under the payment plan.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

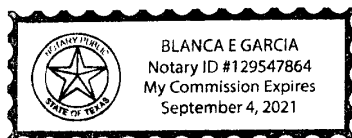
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

Executed this the 29th day of Jan, 2019.

By: Cynthia C Dinges
 Name: Cynthia Dinges
 Title: President

STATE OF TEXAS)
)
 COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January 2019, by Cynthia Chesak, President of and for the Association, for the purposes therein expressed.



[Signature]
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE CARPENTER HAZLEWOOD
 8400 North Mopac
 Suite 100
 Austin, Texas 78759

**RESOLUTION ADOPTING A VOTE RECOUNT POLICY
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
(the "Association")**

WHEREAS Texas Property Code § 209.0057 was amended regarding the payment of the cost of performing recounts of certain elections and votes for property owner associations by qualified persons; and

WHEREAS, the Association desires to put all members of the Association on notice as to its vote recount policy.

BE IT RESOLVED, that the following shall be the Association's policy for the payment of costs and the performance of recounts of votes or elections held at any meeting of the members of the Association:

Upon receipt of a proper request for a recount of a vote or an election held at any meeting of the members of the Association, sent to the Association and delivered pursuant to Texas Property Code § 209.0057(b)(1) OR (b)(2), not later than the fifteenth (15) day after the later of the date of the meeting at which the vote was held or the date of the announcement of such vote, the Association shall:

- 1) Estimate the costs for performance of the proposed recount by a person qualified to tabulate votes pursuant to Texas Property Code § 209.0057(c); and
- 2) Send an invoice for the costs estimated pursuant to Number 1 above to the requesting owner not later than the twentieth (20th) day after the date the Association receives the request for recount.

If the Association receives payment in full of the invoice sent pursuant to Number 2 above prior to the thirtieth (30th) day after the invoice is sent to the requesting owner, the Association shall:

- 3) At the expense of the requesting owner, retain for the purposes of performing the proposed recount, a qualified person to tabulate votes pursuant to Texas Property Code § 209.0057(c);
- 4) Complete the recount on or before the thirtieth (30th) day after the date of receipt of payment in full of the invoice described in Number 2 above;
- 5) Provide each requesting owner with notice of the results of the recount;
- 6) In the event the recount changes the results of the election, the Association shall reimburse the requesting owner for the cost of the recount not later than the thirtieth (30th) day after the results of the recount are provided. "Changes the results of the elections" as used herein means that there is a material change in the results, not merely that the votes were counted incorrectly; and
- 7) In the event that the recount does not materially change the results of the elections, and the estimated costs of the recount were different from the actual costs, the Association shall send a final invoice to the requesting owner on or before the

thirtieth (30th) business day after the date the results of the recount are provided. If the final invoice includes additional amounts owed by the owner, any additional amounts not paid to the association before the thirtieth (30th) business day after the date the invoice is sent to the owner may be added to the owner's account as an assessment. If the amount paid by the owner to the association for the recount exceed the final invoice amount, the owner shall be paid the difference at the time the final invoice is sent to the requesting owner.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

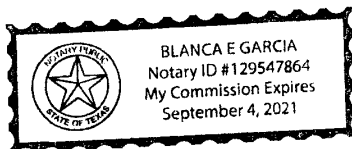
This resolution was passed by a unanimous vote of the Board of Directors of the Association on the date set forth below.

Executed this the 29th day of Jan, 2019.

By: Cynth. C. Sings
 Name: Cynthia Sings
 Title: President

STATE OF TEXAS)
)
 COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January, 2019, by Cynthia Chesak President of and for the Association, for the purposes therein expressed.



[Signature]
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE CARPENTER HAZLEWOOD
 8400 North Mopac
 Suite 100
 Austin, Texas 78759

**RESOLUTION ADOPTING POLITICAL SIGN POLICY
FOR
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.
(the "Association")**

WHEREAS, Texas Property Code § 202.009 allows owners in property owner associations the limited right to display political signs advertising a political candidate or ballot item; and

WHEREAS, the Association desires to adopt a resolution setting forth guidelines on the display of such signs in accordance with the law.

BE IT RESOLVED, that the Association's supplementary guidelines for Owners and Members are as follows:

1. No political sign may be displayed prior to the 90th day before the date of the election to which the sign relates.
2. No political sign may be displayed after the 10th day following the date of the election to which the sign relates.
3. All political signs must be ground-mounted.
4. Property owners may not display more than one sign for each candidate or ballot item.
5. Political signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components.
6. Political signs may not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object.
7. Political signs may not include the painting of architectural surfaces.
8. Political signs may not threaten the public health or safety.
9. Political signs may not be larger than four feet by six feet.
10. Political signs may not violate the law.
11. Political signs may not contain language, graphics, or any display that would be offensive to an ordinary person.
12. Political signs may not be accompanied by music or other sounds or by streamers or be distracting to motorists.
13. In the event an owner displays a political sign in violation of these rules, the Association may, but is not required to, remove the sign at the owner's expense.

To the extent these guidelines contradict with any previous guidelines, rules, covenants, or restrictions, these guidelines shall control. These guidelines are supplementary and are in addition to any and all other covenants, conditions, restrictions, rules, and guidelines in effect for the Association.

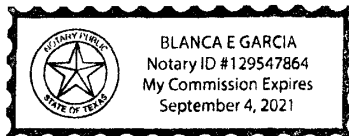
This resolution was passed by a unanimous vote of the Board of Directors of the Association, at a duly noticed meeting, with a quorum of directors present, on the date set forth below.

Executed this the 29th day of Jan, 2019.

By: Cynth. Chesak
 Name: Cynthia Chesak
 Title: President

STATE OF TEXAS)
)
 COUNTY OF Harris)

This instrument was acknowledged before me on this the 29 day of January, 2019, by Cynthia Chesak President of and for the Association, for the purposes therein expressed.



[Signature]
 Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

Adam Pugh
 CAGLE CARPENTER HAZLEWOOD
 8400 North Mopac
 Suite 100
 Austin, Texas 78759

**FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS**

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County Texas

February 22, 2019 10:58:01 AM

FEE: \$76.00

NCALVO

20190846

RES



LAWRENCE W. NEBGEN

TO

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

After Recording Return to

CENTRAL TEXAS ELECTRIC
COOPERATIVE, INC.

P. O. Box 553
Fredericksburg, Texas 78624

LINE NO. 85-0070

EASEMENT NO.

NAME

RIGHT OF WAY EASEMENT

(Distribution)

THE STATE OF TEXAS)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF Gillespie)

That the undersigned, Lawrence W. Nebgen

for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the CENTRAL TEXAS ELECTRIC COOPERATIVE, INC., a corporation, whose postoffice address is P.O. BOX 553, FREDERICKSBURG, TEXAS 78624, and its successors or assigns, the right to enter upon the lands of the undersigned,

situated in the County of Gillespie, State of Texas and more particularly described as follows:

A tract of land located approximately Nine (9) miles Northeast
(Show Direction Above)

from the town of Stonebriar, Texas; and bounded on
the north by land owned by:

County Road

on the south by land owned by:

Don Jackson - Wrentham

County Road

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads, or highway abutting said lands an electric transmission or distribution line or system, and to clear, cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to clear, cut and trim from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling;

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, operating, repairing, maintaining, relocating, replacing and removing said lines and appurtenances.

In granting this easement it is understood that at pole locations, the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this 7 day of Jan, 1985.
Sealed and delivered in the presence of:

Kenneth W. Kruse
Kenneth W. Kruse

Lawrence W. Nebgen

Date 7 JAN 85

L. S.

L. S.

VOL 168 PAGE 56

For the single acknowledgement of one person, man or woman, married or unmarried, use:
The State of Texas,)

County of

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

Given under my hand and seal of office, this day of, A.D. 19.....

Notary Public, County, Texas.

For the joint acknowledgement of man and wife, use:
The State of Texas,)

County of

Before me, the undersigned authority, on this day personally appeared and wife,
....., known to me to be the persons whose names are subscribed to the foregoing instrument,
and acknowledged to me that they each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this day of, A.D. 19.....

Notary Public, County, Texas.

For the acknowledgement of a person who has signed in a representative capacity, corporate officer, independent
executor, or whatever, use:
The State of Texas,)

County of

Before me, the undersigned authority, on this day personally appeared
....., known to me to be the person whose name is subscribed to the
foregoing instrument; and acknowledged to me that
executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this day of, A.D. 19.....

Notary Public, County, Texas.

WITNESS ACKNOWLEDGEMENT

The State of Texas,)

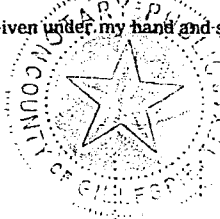
County of Delaware

Before me, the undersigned authority in and for said County and State, on this day personally appeared

.....
known to me to be the person whose name is subscribed as a witness to the foregoing instrument of writing, and, after
being duly sworn by me, stated on oath that he saw Lawrence W. Nelson
the Grantor, subscribe the same and that he signed the same as a witness at the request of the Grantor.

Given under my hand and seal of office, this 22 day of April, A.D. 19 85

Notary Public, Delaware County, Texas. John Egan 6-28-85



1 pg
MC

20180016

MANAGEMENT CERTIFICATE

This management certificate is filed in Gillespie County in accordance with Section 209.004 of the Texas Property Code.

This management certificate certifies that Preferred Association Management Company is the managing agent for Vineyard Ridge Property Owners' Association, Inc.

Name of the subdivision: Vineyard Ridge

Name of the association: Vineyard Ridge Property Owners' Association, Inc.

Recording data for the subdivision: Final Plat of Vineyard Ridge, according to the map or plat thereof, recorded in Volume 5, Page 122-134, Document No. 2017010617, of the Map and Plat Records of Gillespie County, Texas.

Recording data for the declaration: (i) Declaration of Covenants, Conditions, and Restrictions for Vineyard Ridge Subdivision filed and recorded as Document No. 20173583 in the Official Public Records of Gillespie County, Texas.

Transfer Fee. A transfer fee is to be collected each time a unit is sold. The transfer fee is to be made payable to the Management Company at the time of closing. The fee is to be disclosed at the time of the resale request.

This management certificate is to be attached with all recorded documents pertaining to the association and hereby amends and replaces any previously recorded management certificates for the Association in their entirety.

The name and mailing address for the Association and Managing Agent is as follows:

Vineyard Ridge Property Owners' Association, Inc.
c/o Preferred Association Management Company
PO Box 200145, Austin, TX 78720
Phone (512) 918-8100 Fax (512) 918-8121

Signed

Douglas Plas

Managing Agent, Vineyard Ridge Property Owners' Association, Inc.

OCTOBER 4, 2017
Date

JURAT:

The State of Texas

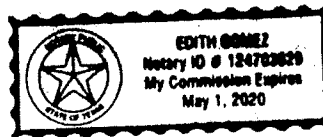
County of Williamson

Subscribed and sworn to before me on this 4 day of October, 20 17 by Doug Plas

(seal)

Edith Gomez
(Notary's Signature)

Notary Public, State of Texas



After Recording Return to:

Preferred Association Management Company
1101 Arrow Point Drive, Suite 101
Cedar Park, TX 78613

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
Gillespie County Texas
January 02, 2018 02:45:00 PM

FEE: \$16.00 CCHEESEMAN 20180016
MC



8 pgs
AG

20194388

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

ROAD ACCESS AND UTILITY EASEMENT AGREEMENT

STATE OF TEXAS

§
§
§

COUNTY OF GILLESPIE

Effective Date: August 28th, 2019**Grantor:**

Vineyard Ridge, LLC
P.O.Box 1987
Marble Falls, Texas 78654

Grantee and Holder of the Easement:

Vineyard Ridge Water Supply, LLC
P.O. Box 631
Spicewood, TX 78669

Dominant Estate Property: The Vineyard Ridge Subdivision, said property is described on on the map and plat recorded under Clerk's Instrument Number 2017010017, Volume 5, Page 122-134 of the Official Public Records of Gillespie County, Texas.

Easement Property:**TRACT 1:**

All the Public Utility Easements (of variable widths) set forth on the plat of the Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas. Save and Except the specific Public Utility Easements described herein as Tracts 2, 4, 5, 6, 8 and 10.

TRACT 2:

The Variable Width Public Utility Easement found on sheet 5 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas, and located within Lot 111.

TRACT 3:

Two 150' Sanitary Control Easements found on sheet 5 of 13 of the of Vineyard

Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas.

TRACT 4:

A 60' X 60' Public Utility Easement found on sheet 5 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas, and located within Lot 111.

TRACT 5:

A 60' X 60' Public Utility Easement found on sheet 6 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas and located within Lot 108.

TRACT 6:

A 20' Public Utility Easement found on sheet 6 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas and located within Lot 108.

TRACT 7:

A 150' Sanitary Control Easement found on sheet 6 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas.

TRACT 8:

The Variable Width Public Utility Easement found on sheet 13 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas, and located within Lot 103.

TRACT 9:

A 150' Sanitary Control Easement found on sheet 7 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas.

TRACT 10:

A 100' X 100' Public Utility Easement found on sheet 9 of 13 of the plat of Vineyard Ridge Subdivision filed under Volume 5, Page 122-134 of the Map and Plat Records of Gillespie County, Texas and located within Lot 46.

TRACT 11:

All the roads located in the Vineyard Ridge Subdivision, as shown on the map and plat recorded under Clerk's Instrument Number 2017010017, Volume 5, Page 122-134 of the Official Public Records of Gillespie County, Texas

Easement Purpose: For Tract 11 the Easement Purpose is for providing pedestrian and vehicular access within the Dominant Estate Property so that Grantee can access all the Easement Property granted herein as Tracts 1 - 10. The Easement granted to Tract 1 is non-exclusive and it also includes the right for installation, construction, operation, maintenance, replacement, repair, upgrade, and/or removal of subsurface utilities. The Easement granted as Tract 11 is non-exclusive. For Tracts 1 – 11 the Easement Purpose is for the operation of a Water Supply System to serve all the water needs of the Dominate Estate Property. The Easement granted to Tracts 2 - 10 are exclusive easements and the Grantee shall have the sole right to use the Easement Property defined as Tracts 2 - 10. The Easement granted to Tract 1 and Tract 11 are non-exclusive and Grantor, and Grantor's successors and assigns shall have the right to also use the Easement Property described as Tract 1 and Tract 11.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and as further consideration of the Utility Facilities Construction and Conveyance Agreement between Grantor and Grantee.

Reservations from Conveyance: None.

Exceptions to Warranty: SUBJECT TO all easements, restrictions, reservations and documents appearing of record affecting the above described property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee a non-exclusive easement over, on, and across Tract 1 and Tract 11 for the non-exclusive Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the non-exclusive Easement to Grantee and it's successors and assigns forever. Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee an exclusive easement over, on, and across Tracts 2 - 10 for the exclusive Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement Property to Grantee and its successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement is appurtenant to and runs with all or any

portion of the Dominant Estate Property, whether or not the Easement is referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement for Tracts 1 and 11 are non-exclusive and irrevocable, the Easement for Tracts 2 - 10 are exclusive and irrevocable. The Easement is for the benefit of Grantee and its successors and assigns, as the owner and operator of the Water Supply Company that will serve the water needs of the Vineyard Ridge Subdivision (as applicable, the "Holder"). This Easement is only for the Easement Property as defined herein.

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns, the right to continue to use and enjoy the surface of the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Holder for the Easement Purposes. Grantor reserves for Grantor and Grantor's successors and assigns the right to use all or part of the Easement conveyed as Tracts 1 and 11 in conjunction with Holder and the right to convey to others the right to use all or part of the Easement in conjunction with Holder.

4. *Improvement and Maintenance of Easement Property.* All Improvements, roads and maintenance of Grantee's utilities and roads shall be at the sole expense of Grantee. All matters concerning the utilities and roads of Grantee and their configuration, construction, installation, maintenance, replacement, and removal are at Grantee's sole discretion, subject to performance of Grantee's obligations of this Easement. Grantee has the right to remove or relocate any fences with the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the utilities or roads, subject to replacement of the fences to their original condition on the completion of work. Grantee must maintain Tracts 2-10 of the Easement Property in a neat and clean condition and any damage to Tracts 2-10 shall be repaired by Grantee to the same or better condition than they were in as of the date of this Easement. Grantor, its successors and assigns shall be responsible for the maintenance of the property conveyed as Tract 1 and Tract 11.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If a party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This agreement will be construed under the laws of the state of

Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Gillespie County, Texas, the County in which the Easement Property is located.

9. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

11. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

12. *Indemnity.* Each party agrees to indemnify, defend, and hold harmless the other party from any loss, attorney's fees, expenses, or claims attributable to breach or default of any provision of this agreement by the indemnifying party.

13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.

14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

17. *Assignment.* Grantee may freely assign this easement to any successor in interest.

If such an assignment under this Section does occur, Grantee has the duty to notify Grantor of the name and address of the successor in interest. Any other assignment must have the prior written consent of Grantor.

18. *Grantor's Disclaimers.* GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OR THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE EASEMENT. GRANTOR SHALL NOT BE RESPONSIBLE FOR LATENT DEFECTS, GRADUAL DETERIORATION OR LOSS OF SERVICE OR USE OF THE EASEMENT OR ANY PORTION THEREOF. GRANTOR SHALL NOT BE LIABLE TO GRANTEE OR TO ANYONE ELSE FOR ANY LIABILITY, INJURY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY THE INADEQUACY OF THE EASEMENT OR ANY PORTION THEREOF, ANY INTERRUPTION OF USE OR LOSS OF USE OF THE EASEMENT OR ANY PORTION THEREOF OR ANY LOSS OF BUSINESS OR OTHER CONSEQUENCE OR DAMAGE, WHETHER OR NOT RESULTING DIRECTLY OR INDIRECTLY FROM ANY OF THE FOREGOING. GRANTOR SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES WITH RESPECT TO THE EASEMENT.

[SIGNATURES FOLLOW ON NEXT PAGES.]

GRANTOR:

Vineyard Ridge, LLC, a Delaware limited liability company

By: American Land Partners, Inc., a Delaware corporation, Manager

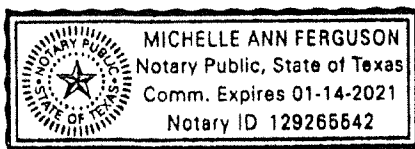
By: *Price Keever*
 Printed Name: Price Keever
 Title: Authorized Agent

STATE OF TEXAS §

COUNTY OF Gillespie §

PRICE KEEVER Before me, the undersigned Notary Public, on this day personally appeared who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent as set forth above and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 28th day of August, 2019.



Michelle Ferguson
 NOTARY PUBLIC, State of Texas

GRANTEE:

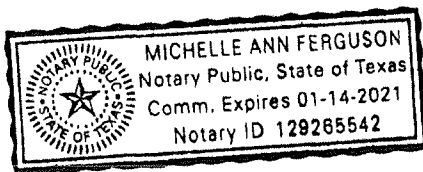
VINEYARD RIDGE WATER SUPPLY, LLC

By: *Brent Taylor*
 Name: Brent Taylor
 Title: President

STATE OF TEXAS §
 COUNTY OF Gillespie §

Brent Taylor Before me, the undersigned Notary Public, on this day personally appeared who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Vineyard Ridge Water Supply, LLC and that by authority duly given has executed this instrument for the purposes and considerations expressed.

Given under my hand and seal of office on the 28th day of August, 2019.



Michelle Ann Ferguson
 NOTARY PUBLIC, State of Texas

**FILED AND RECORDED
 OFFICIAL PUBLIC RECORDS**

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk
 Gillespie County Texas

August 28, 2019 02:38:01 PM

FEE: \$44.00

LMOOSE

20194388

AG





3 pgs
AMEND

20195687

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE
AMENDED
VINEYARD RIDGE PROPERTY OWNERS' ASSOCIATION, INC.

STATE OF TEXAS

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COUNTY OF GILLESPIE

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1. Name of Subdivision: Vineyard Ridge Subdivision
2. Name of Homeowners Association: Vineyard Ridge Property Owners' Association, Inc.
3. Recording Data for Subdivision: Volume 5, Page 122-134, Map and Plat Records of Gillespie County, Texas
4. Recording Data for Declaration: See Exhibit "A"
5. Name and mailing address of Association: Vineyard Ridge Property Owners' Association, Inc., 1101 Arrow Point Dr., Suite 101, Cedar Park, Texas 78613.
6. The association's designated representative is: David Trost
7. Other information the Association considers appropriate for the governing, administration or operation of the subdivision and homeowners association: Bylaws and governing documents are filed of record with the Gillespie County Clerk.

Prospective purchasers are advised to independently examine all dedicatory instruments and governing documents for Vineyard Ridge Subdivision, as well as performing a physical inspection of the property and common areas, prior to purchase.

Vineyard Ridge Property Owners'
Association, Inc.

By: David Trost
David Trost, President

THE STATE OF TEXAS

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§COUNTY OF Gillespie

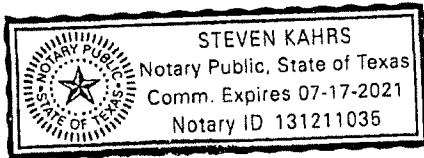
CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared David Trost who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Vineyard Ridge Property Owners' Association, Inc. and that by authority duly given and as the act of Vineyard Ridge Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 11 day of October 2019.



Notary Public in and for The State of Texas



AFTER RECORDING, RETURN TO:

Vineyard Ridge Property Owners'
Association, Inc.
1101 Arrow Point Dr., Suite 101
Cedar Park, Texas 78613

EXHIBIT "A"

Vineyard Ridge, a subdivision located in Gillespie County, Texas, and any other subdivisions which have been or may be subsequently annexed thereto and made subject to the authority of Vineyard Ridge Property Owners' Association, Inc., which sections were originally encumbered by restrictive covenants filed of record in Gillespie County, Texas, as follows:

DATE RECORDED	CLERK'S FILE NO.	DOCUMENT
July 21, 2017	Instrument # 20173583	Declaration Of Covenants, Conditions, And Restrictions For Vineyard Ridge Subdivision
April 26, 2017	Instrument # 20186320	Resolution Of The Board Of Directors Of Vineyard Ridge Property Owners' Association, Inc. Regarding Records Production And Copying Policy
April 26, 2017	Instrument # 20186321	Resolution Of The Board Of Directors Of Vineyard Ridge Property Owners' Association, Inc. Regarding Records Retention Policy
April 26, 2017	Instrument # 20186322	Resolution Of The Board Of Directors Of Vineyard Ridge Property Owners' Association, Inc. Regarding Payment Plan Policy
January 30, 2018	Instrument # 20180421	Bylaws Of Vineyard Ridge Property Owners' Association, Inc., A Nonprofit Corporation

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County Texas

October 30, 2019 02:22:42 PM

FEE: \$34.00

LMOOSE

20195687

AMEND



4 pgs
SWD

20195688

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

SPECIAL WARRANTY DEED

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

THAT, Vineyard Ridge, LLC, a Delaware Limited Liability Company, hereinafter called "Grantor", for good and valuable consideration, including but not limited to fulfilling the requirements of building and conveying to Vineyard Ridge Property Owners' Association, Inc. the common property located within the Vineyard Ridge Subdivision, said property is set forth more fully on the map and plat recorded under Clerk's Instrument Number 2017010017, Volume 5, Page 122-134 of the Official Public Records of Gillespie County, Texas, reference to which is herein made for any and all purposes as though set forth fully herein; in hand paid by Vineyard Ridge Property Owners' Association, Inc. a Texas Non-Profit Corporation, whose mailing address is 1101 Arrow Point Dr., Suite 101, Cedar Park, Texas 78613, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged and confessed, HAS GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said Grantee all those certain lots, tracts or parcels of land, including all improvements located thereon lying and being situated in Gillespie County, Texas and being more particularly described as follows:

TRACT 1: All the roads located in the Vineyard Ridge Subdivision, as shown on the map and plat recorded under Clerk's Instrument Number 2017010017, Volume 5, Page 122-134 of the Official Public Records of Gillespie County, Texas.

TRACT 2: Any easements, reserved by Developer in the Declaration of Covenants, Conditions, Easements & Restrictions recorded under Clerk's Instrument Number 20173583 of the Official Public Records of Gillespie County, Texas, and on the map and plat recorded under Clerk's Instrument Number 2017010017, Volume 5, Page 122-134 of the Official Public Records of Gillespie County, Texas.

SUBJECT TO a reservation by Grantor, and Grantor's assigns, of a nonexclusive pedestrian and vehicular access easement over the property conveyed in this deed.

FURTHER SUBJECT TO all easements, restrictions, reservations, permits, declarations, mineral and royalty reservations, and any other documents appearing of record, affecting the above described property.

TO HAVE AND TO HOLD all of the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors and assigns, forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through and under Grantor, but not otherwise subject to the above referred to easements, restrictions, reservations, permits, declarations, mineral and royalty reservations, and any other documents appearing of record.

GRANTOR HAS NOT MADE, AND DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE QUALITY OR CONDITION OF THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, COMPLIANCE BY THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SPECIFICALLY, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS

REGARDING HAZARDOUS WASTE, AS DEFINED BY THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED HEREUNDER, OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, FOR THE DISPOSAL OF ANY HAZARDOUS WASTE OR ANY OTHER HAZARDOUS OR TOXIC SUBSTANCES IN OR ON THE PROPERTY. EXCEPT FOR THE WARRANTIES EXPRESSLY CONTAINED HEREIN, THE PROPERTY IS HEREBY SOLD, TRANSFERRED, AND ASSIGNED TO GRANTEE "AS IS" AND "WITH ALL FAULTS".

EFFECTIVE as of the 23RD day of OCTOBER 2019.

Vineyard Ridge, LLC, A Delaware Limited Liability Company

By: [Signature]

Davy Roberts, Authorized Agent

STATE OF TEXAS

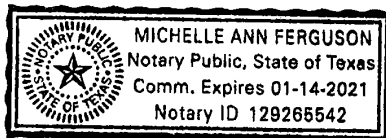
COUNTY OF GILLESPIE

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CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared Davy Roberts who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the Authorized Agent of Vineyard Ridge, LLC and that by authority duly given and as the act of Vineyard Ridge, LLC executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 23RD day of OCT 2019.



[Signature]
Notary Public in and for The State of Texas

ACCEPTED BY:

Vineyard Ridge Property Owners' Association, Inc.

By: David Trost
 David Trost, President

STATE OF TEXAS

§

COUNTY OF Gillespie

§

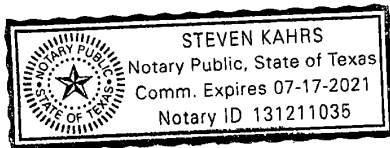
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CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned Notary Public, on this day personally appeared David Trost who is personally known to me (or proved to me through a federal or state issued ID with photo and signature of person identified) to be the person whose name is subscribed to the foregoing instrument, and who has acknowledged to me that he is the President of Vineyard Ridge Property Owners' Association, Inc. and that by authority duly given and as the act of Vineyard Ridge Property Owners' Association, Inc. executed the instrument for the purposes and considerations expressed.

Given under my hand and seal of office on this the 11 day of October 2019.

Steven Kahrs
 Notary Public in and for The State of Texas

**AFTER RECORDING RETURN TO:**

Vineyard Ridge Property Owners' Association, Inc.
 1101 Arrow Point Dr., Suite 101
 Cedar Park, Texas 78613

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Mary Lynn Rusche
 Mary Lynn Rusche, County Clerk

Gillespie County Texas

October 30, 2019 02:22:42 PM

FEE: \$38.00 LMOOSE
 SWD

20195688

2 pgs
REBD

20208213

**Certified Resolution of the Board of Directors of
Vineyard Ridge Property Owners' Association, Inc.**

The undersigned, Shannon Baker, as the duly elected, qualified and acting Secretary of Vineyard Ridge Property Owners' Association, Inc., a Texas nonprofit corporation, hereby certifies on behalf of the Association that the resolution set forth below was duly adopted by the Board of Directors of the Association (the "*Board*") at the meeting of the Board held on December 9, 2020.

WHEREAS, Vineyard Ridge Property Owners' Association, Inc. is a real estate development located in Gillespie County, Texas;

WHEREAS, Vineyard Ridge Property Owners' Association, Inc. (hereinafter the "*Association*") is a property owners association established by, and governed through, that certain Declaration of Covenants, Conditions, and Restrictions for Vineyard Ridge Subdivision recorded as Document Number 20173583 of the Official Public Records of Gillespie County, Texas together with all subsequent amendments and supplements thereto (hereinafter collectively the "*Declaration*"), for the purpose of governing the Subdivision;

WHEREAS, the Association, acting through the Board, is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association pursuant to Article VIII, Sections 9-11 of the Declaration;

WHEREAS, the Association wishes to clarify and specify its intent in enforcing the Declaration's restrictive covenants.

BE IT RESOLVED that the Board of the Association hereby adopts the following definitions and clarifications as they apply to the Declaration and the enforcement of the same:

Section 3.06 of the Declaration specifies that guest quarters constructed in approved barn structures on Lots may be used as a "weekend getaway" by Owners prior to the completion of a residence on the Lot. The Association shall interpret "weekend getaway" to mean that the Owners are permitted to use guest quarters located in an approved barn structure prior to the completion of a main dwelling on the Lot from 3:00 p.m. on Friday through 7:00 p.m. on Sunday, and through 7:00 p.m. Monday on any federally recognized holiday weekend. The Association reserves the right to approve longer stays, from time to time, upon request of an Owner.

Section 3.06 of the Declaration specifies that guest quarters constructed in approved barn structures on Lots may be used as a "weekend getaway" during the construction of the main dwelling. The Association shall interpret "during construction" to mean the period of time, not to exceed twelve (12) months, commencing when actual, physical construction on the Lot has begun, and physical materials, to include support structures, foundations, and underground plumbing has commenced, after the Owner has received all necessary approvals from the Architectural Control Committee. "During construction" shall expressly NOT mean planning, designing, surveying, staking property lines or foundations and other non-physical onsite preparatory activities.

Section 3.06 of the Declaration specifies that guest quarters constructed in approved barn structures on Lots may not exceed thirty percent (30%) of the interior space of an approved barn

structure. The Association shall interpret thirty percent (30%) of the interior space to be 30% of the square footage measured on any usable floors in the approved barn structure. This is expressly meant to exclude any alternative measures of interior space, including, without limitation, any volume calculations, such as cubic feet. The measurement of the square footage in any regard will be at the sole discretion of the Architectural Control Committee.

SECRETARY'S CERTIFICATE

The undersigned, Shannon Baker, as the duly elected, qualified and acting Secretary of Vineyard Ridge Property Owners' Association, Inc. certifies that this resolution was approved by a majority vote of such Association's Board of Directors at a meeting conducted on December 9, 2020.

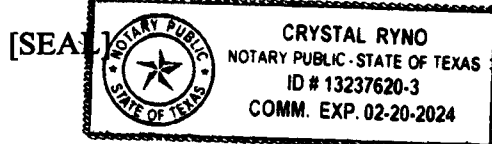
IN WITNESS WHEREOF, the undersigned has executed this certificate on the 14 day of December, 2020.

Shannon Baker
Secretary
of Vineyard Ridge Property Owners'
Association, Inc.

STATE OF TEXAS §
COUNTY OF Gillespie §

BEFORE ME, the undersigned Notary Public, on this 14th day of December, 2020, by Shannon Baker, Secretary of Vineyard Ridge Property Owners' Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the instrument was executed for the purposes and consideration therein expressed, on behalf of said corporation.

Given under my hand and seal of this office this 14th day of December, 2020.



[Signature]
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:

CAGLE PUGH
Adam Pugh
4301 Westbank Drive
Building A, Suite 150
Austin, Texas 78746

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County Texas

December 29, 2020 11:39:50 AM

FEE: \$30.00 FELICIA

REBD

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