

VICKSBURG VILLAGE 2 RESTRICTIONS

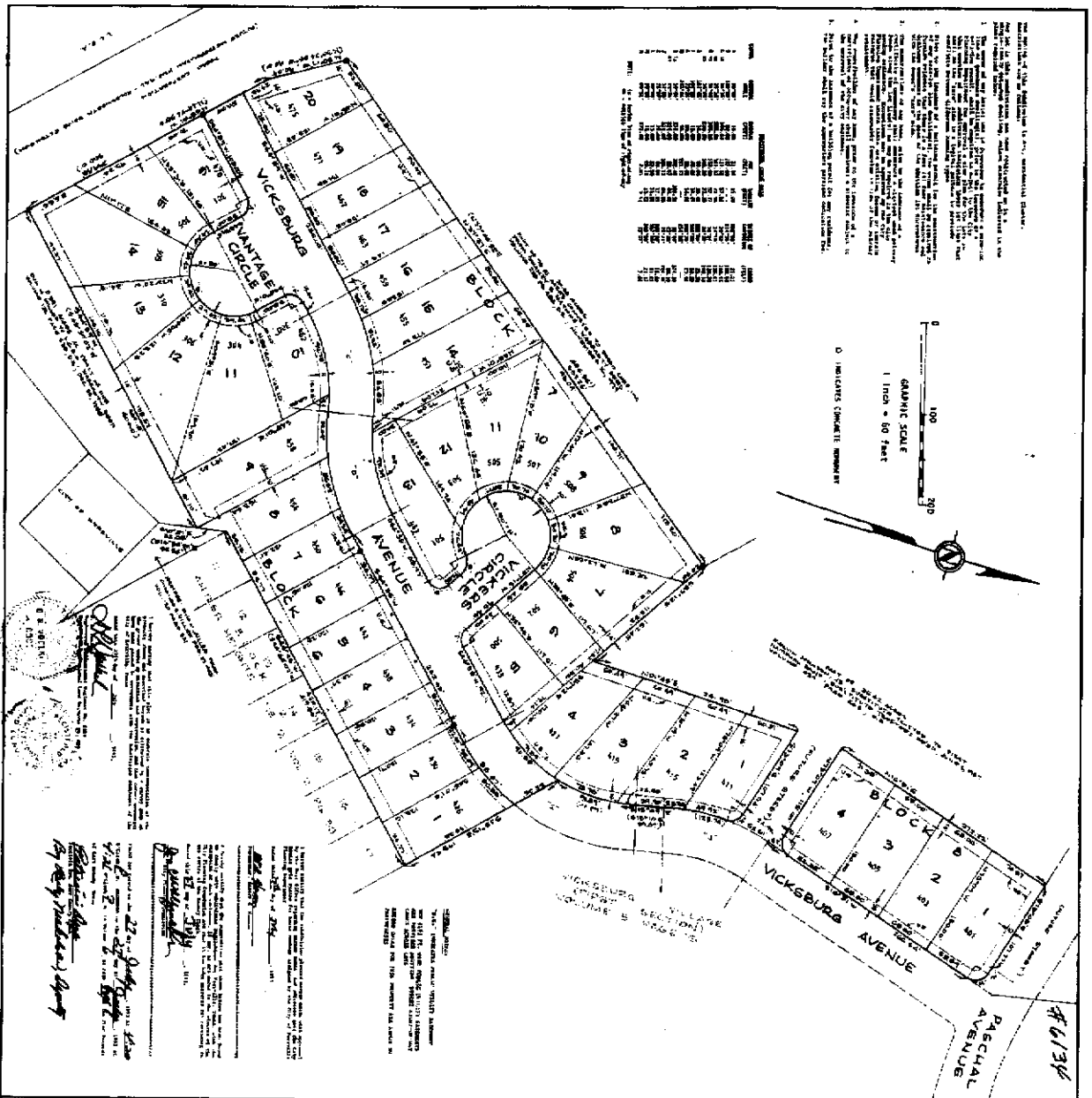
Volume 6, Page 144, Plat Records of Kerr County, Texas; Volume 1049, Page 154, Real Property Records of Kerr County, Texas; Volume 1468, Page 537, Real Property Records of Kerr County, Texas; Volume 1515, Page 385 and Volume 1607, Page 501, Official Public Records of Kerr County, Texas; Clerk's File No. 11-06974, Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easements per plat recorded in Volume 6, Page 144, Plat Records of Kerr County, Texas.
- Subject to the By-Laws of the Homeowner's Association recorded in Volume 928, Page 472; Volume 984, Page 697; Volume 1091, Page 299; Volume 1165, Page 24, and Volume 1468, Page 522, Real Property Records of Kerr County, Texas; Volume 1570, Page 802 and Volume 1705, Page 709, Official Public Records of Kerr County, Texas.
- Residents' easement to enjoy common area as provided in Declaration of Covenants, Conditions and Restrictions, recorded in Volume 1049, Page 154 and Volume 1468, Page 537, Real Property Records of Kerr County, Texas, Volume 1515, Page 385 and Volume 1607, Page 501, Official Public Records of Kerr County, Texas; Clerk's File No. 11-06974, Official Public Records of Kerr County, Texas.
- Subject to blanket easements, as set forth in those certain Declarations recorded in Volume 1049, Page 154 and Volume 1468, Page 537, Real Property Records of Kerr County, Texas, Volume 1515, Page 385 and Volume 1607, Page 501, Official Public Records of Kerr County, Texas; Clerk's File No. 11-06974, Official Public Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 1049, Page 154 and Volume 1468, Page 537, Real Property Records of Kerr County, Texas, Volume 1515, Page 385 and Volume 1607, Page 501, Official Public Records of Kerr County, Texas; Clerk's File No. 11-06974, Official Public Records of Kerr County, Texas.

Company insures the insured against loss, if any, sustained by the insured under the terms of the Policy if this item is not subordinate to the lien of the insured mortgage.

- Utility easement to Kerrville Telephone Company, dated April 10, 1980, recorded in Volume 11, Page 672, Easement Records of Kerr County, Texas. (Lots 1-14, Block 6 in Section Two only)
- Easement Agreement dated March 23, 1993, recorded in Volume 695, Page 729, Real Property Records of Kerr County, Texas, executed by and between First National Bank of Kerrville and Posso Corporation. (As per Lots 1-9, Block 6 and Lot 14, Block 7 in Section Two only)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY).



VOLUME 6 PAGE 144

VICKSBURG VILLAGE SECTION TWO

A SUBDIVISION COMPRISING 9.04 ACRES OF LAND OWNED BY J. C. DAVIS SURVEY DIV. DISTRICT NO. 10, IN THE CITY OF KENNEWICK, KEN COUNTY, TEXAS. PART OF 36.42 ACRES REGISTERED IN A SUBDIVISION TRUSTEE'S DEED TO FIRST NATIONAL BANK DATED JUNE 2, 1907 AND RECORDED IN VOLUME 429 AT PAGE 866 OF THE REAL PROPERTY RECORDS OF KEN COUNTY, TEXAS.

DATE: JANUARY 22, 1909

BY: J. C. DAVIS, Surveyor

WITNESSES: J. C. DAVIS, Surveyor

VICINITY MAP

Shows the location of the land described in this plat within the city of Kennewick, Texas.

LEGEND

1. EASEMENT FOR THE CONDUIT OF WATER

2. EASEMENT FOR THE CONDUIT OF WATER

3. EASEMENT FOR THE CONDUIT OF WATER

4. EASEMENT FOR THE CONDUIT OF WATER

5. EASEMENT FOR THE CONDUIT OF WATER

6. EASEMENT FOR THE CONDUIT OF WATER

7. EASEMENT FOR THE CONDUIT OF WATER

8. EASEMENT FOR THE CONDUIT OF WATER

9. EASEMENT FOR THE CONDUIT OF WATER

10. EASEMENT FOR THE CONDUIT OF WATER

11. EASEMENT FOR THE CONDUIT OF WATER

12. EASEMENT FOR THE CONDUIT OF WATER

13. EASEMENT FOR THE CONDUIT OF WATER

14. EASEMENT FOR THE CONDUIT OF WATER

15. EASEMENT FOR THE CONDUIT OF WATER

16. EASEMENT FOR THE CONDUIT OF WATER

17. EASEMENT FOR THE CONDUIT OF WATER

18. EASEMENT FOR THE CONDUIT OF WATER

19. EASEMENT FOR THE CONDUIT OF WATER

20. EASEMENT FOR THE CONDUIT OF WATER

21. EASEMENT FOR THE CONDUIT OF WATER

22. EASEMENT FOR THE CONDUIT OF WATER

23. EASEMENT FOR THE CONDUIT OF WATER

24. EASEMENT FOR THE CONDUIT OF WATER

25. EASEMENT FOR THE CONDUIT OF WATER

26. EASEMENT FOR THE CONDUIT OF WATER

27. EASEMENT FOR THE CONDUIT OF WATER

28. EASEMENT FOR THE CONDUIT OF WATER

29. EASEMENT FOR THE CONDUIT OF WATER

30. EASEMENT FOR THE CONDUIT OF WATER

31. EASEMENT FOR THE CONDUIT OF WATER

32. EASEMENT FOR THE CONDUIT OF WATER

33. EASEMENT FOR THE CONDUIT OF WATER

34. EASEMENT FOR THE CONDUIT OF WATER

35. EASEMENT FOR THE CONDUIT OF WATER

36. EASEMENT FOR THE CONDUIT OF WATER

37. EASEMENT FOR THE CONDUIT OF WATER

38. EASEMENT FOR THE CONDUIT OF WATER

39. EASEMENT FOR THE CONDUIT OF WATER

40. EASEMENT FOR THE CONDUIT OF WATER

41. EASEMENT FOR THE CONDUIT OF WATER

42. EASEMENT FOR THE CONDUIT OF WATER

43. EASEMENT FOR THE CONDUIT OF WATER

44. EASEMENT FOR THE CONDUIT OF WATER

45. EASEMENT FOR THE CONDUIT OF WATER

46. EASEMENT FOR THE CONDUIT OF WATER

47. EASEMENT FOR THE CONDUIT OF WATER

48. EASEMENT FOR THE CONDUIT OF WATER

49. EASEMENT FOR THE CONDUIT OF WATER

50. EASEMENT FOR THE CONDUIT OF WATER

51. EASEMENT FOR THE CONDUIT OF WATER

52. EASEMENT FOR THE CONDUIT OF WATER

53. EASEMENT FOR THE CONDUIT OF WATER

54. EASEMENT FOR THE CONDUIT OF WATER

55. EASEMENT FOR THE CONDUIT OF WATER

56. EASEMENT FOR THE CONDUIT OF WATER

57. EASEMENT FOR THE CONDUIT OF WATER

58. EASEMENT FOR THE CONDUIT OF WATER

59. EASEMENT FOR THE CONDUIT OF WATER

60. EASEMENT FOR THE CONDUIT OF WATER

61. EASEMENT FOR THE CONDUIT OF WATER

62. EASEMENT FOR THE CONDUIT OF WATER

63. EASEMENT FOR THE CONDUIT OF WATER

64. EASEMENT FOR THE CONDUIT OF WATER

65. EASEMENT FOR THE CONDUIT OF WATER

66. EASEMENT FOR THE CONDUIT OF WATER

67. EASEMENT FOR THE CONDUIT OF WATER

68. EASEMENT FOR THE CONDUIT OF WATER

69. EASEMENT FOR THE CONDUIT OF WATER

70. EASEMENT FOR THE CONDUIT OF WATER

71. EASEMENT FOR THE CONDUIT OF WATER

72. EASEMENT FOR THE CONDUIT OF WATER

73. EASEMENT FOR THE CONDUIT OF WATER

74. EASEMENT FOR THE CONDUIT OF WATER

75. EASEMENT FOR THE CONDUIT OF WATER

76. EASEMENT FOR THE CONDUIT OF WATER

77. EASEMENT FOR THE CONDUIT OF WATER

78. EASEMENT FOR THE CONDUIT OF WATER

79. EASEMENT FOR THE CONDUIT OF WATER

80. EASEMENT FOR THE CONDUIT OF WATER

81. EASEMENT FOR THE CONDUIT OF WATER

82. EASEMENT FOR THE CONDUIT OF WATER

83. EASEMENT FOR THE CONDUIT OF WATER

84. EASEMENT FOR THE CONDUIT OF WATER

85. EASEMENT FOR THE CONDUIT OF WATER

86. EASEMENT FOR THE CONDUIT OF WATER

87. EASEMENT FOR THE CONDUIT OF WATER

88. EASEMENT FOR THE CONDUIT OF WATER

89. EASEMENT FOR THE CONDUIT OF WATER

90. EASEMENT FOR THE CONDUIT OF WATER

91. EASEMENT FOR THE CONDUIT OF WATER

92. EASEMENT FOR THE CONDUIT OF WATER

93. EASEMENT FOR THE CONDUIT OF WATER

94. EASEMENT FOR THE CONDUIT OF WATER

95. EASEMENT FOR THE CONDUIT OF WATER

96. EASEMENT FOR THE CONDUIT OF WATER

97. EASEMENT FOR THE CONDUIT OF WATER

98. EASEMENT FOR THE CONDUIT OF WATER

99. EASEMENT FOR THE CONDUIT OF WATER

100. EASEMENT FOR THE CONDUIT OF WATER

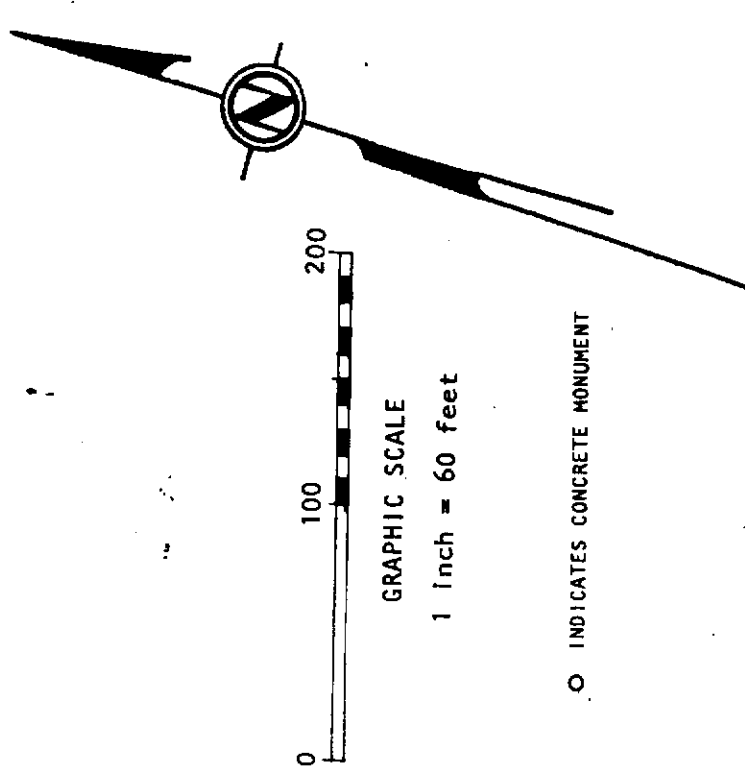
The Zoning of this Subdivision is R-C, Residential Cluster.
Restrictions are as follows:

Any lot in this subdivision can have constructed on it a
single-family detached dwelling, unless otherwise indicated in the
plans required below:

1. The owner of any lot(s) who is proposing to construct a zero-lot
line or townhouse dwelling(s), prior to the issuance of a
building permit, shall be required to submit to the City
Planning Department for approval a site plan for the lots in
that section of the subdivision indicating those lot lines that
shall be the "zero" side in a logical pattern to preclude
conflicts between different housing types.
2. Prior to the issuance of a building permit for the construction
of any zero-lot line dwelling(s), the owner shall be required to
furnish evidence that there is a four (4) foot maintenance and
drainage easement in the deed of the abutting lot continuous
with the owner's "zero" side.
3. The owner/builder of any home, prior to the issuance of a
certificate of occupancy shall construct a six-foot wood privacy
fence along the lot line(s) as may be required in the City
Planning Ordinance. Exceptions may be approved by the City
Planning Department where there are existing fences or terrain
features that would reasonably function in lieu of the privacy
requirement.
4. The owner/builder of any home, prior to the issuance of a
certificate of occupancy shall construct a sidewalk subject to
the approval of the city engineer.
5. Prior to the issuance of a building permit for any residence,
the builder shall pay the appropriate parkland dedication fee.

HORIZONTAL CURVE DATA

| CURVE | CENTRAL ANGLE | RADIUS (FEET) | ARC (FEET) | TANGENT (FEET) | DEGREE OF CURVATURE | CHORD (FEET) |
|-------|------------------|------------------|---------------|-------------------|------------------------|-----------------|
| A | 90°00' | 15.00 | 21.56 | 13.00 | 382°00' | 21.21 |
| B | 180°00' | 50.00 | 157.08 | --- | 114°36' | 100.00 |
| C 1s | 34°16' | 186.60 | 111.61 | 57.53 | 30°42' | 109.95 |
| C 2s | 34°16' | 236.60 | 141.51 | 72.94 | 24°13' | 139.41 |
| D 1s | 34°40' | 185.10 | 112.00 | 57.77 | 30°57' | 110.30 |
| D 2s | 34°40' | 235.10 | 142.26 | 73.38 | 24°22' | 140.10 |
| E | 101°45' | 15.00 | 26.66 | 18.45 | 382°00' | 23.29 |
| F | 101°50' | 15.00 | 26.66 | 18.47 | 382°00' | 23.29 |
| G | 73°24' | 20.00 | 25.62 | 14.91 | 286°30' | 21.91 |



VOELKEL ENGINEERING & SURVEYING
212 CLAY STREET, SEASIDE, CALIF. 94063

| | | |
|---------|--------|------|
| DATE | FEB. | 1963 |
| JOB NO. | V-2252 | |
| SHEET | 1 | 1 |

1 D R VOELK 1
333

AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VICKSBURG VILLAGE AND YORKTOWN PHASE 1

(Superseding and replacing all Prior Covenants)

THE STATE OF TEXAS

§

COUNTY OF KERR

§

KNOW ALL MEN BY THESE PRESENTS:

§

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICKSBURG VILLAGE and YORKTOWN PHASE 1 is made on the date hereinafter set forth by VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION of Kerrville, Texas (VVHA), a Texas non-profit corporation, for the purposes herein set forth as follows:

WHEREAS, the VVHA desires to ensure the preservation of the value of the Subdivision and to maintain the Common Area, and desires to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each of the Owners thereof; and

WHEREAS, the parties hereto, representing Owners of not less than seventy-five percent (75%) of the Lots desire to amend the restrictive covenants, as evidenced by their signatures on the attached property roster.

NOW, THEREFORE, the VVHA and the Owners, as set forth on the attached property roster, DECLARE that each and every Lot and Common Area located in the Subdivision is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, which shall supersede and replace all Prior Covenants in every respect, to wit:

ARTICLE I

PURPOSE

The Subdivision and Properties are encumbered by this Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village and Yorktown Phase One for the following reasons: to ensure the best use of the Properties, to protect Lot Owners against improper use of surrounding Lots, to preserve so far as practicable the natural beauty of the Subdivision, to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials, to encourage and secure the

erection of attractive improvements on each Lot with appropriate locations, to secure and maintain proper setbacks from streets, to maintain adequate free space and, in general, to provide for maintenance of the highest quality and enhance the value of investment made by Lot Owners.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be built, altered or permitted to remain on any Lot, other than one Single Family residential dwelling not exceeding two (2) stories in height. The dwelling may have:

(A) a fully enclosed garage, for not more than three (3) cars, which may be attached or detached from the main dwelling and,

(B) bona fide servants' quarters, which structures shall not exceed the ridge height of the main dwelling and shall be a part of the Living Unit. Said structures may be occupied only by members of the family occupying the Living Unit on the building site or by domestic servants employed on the premises. No room(s) in the dwelling and no space in any other structure shall be rented. None of the foregoing shall preclude the main Living Unit structure from being leased or rented in its entirety as a single residence to a Single Family or person.

Section 2. Nonresident Owner Requirements. If persons other than the Owner of a Lot plan to occupy said Lot as a primary residence, the Owner shall deliver a complete copy of this Declaration to the planned occupants. Occupancy by such nonowners shall not be permitted until such occupants have executed an agreement to be bound by all the provisions hereof, on a form promulgated and provided by VVHA. Violation of or a noncompliance with this Section may be enforced as provided herein for other violations.

Section 3. Requirements for Ownership. No Owner shall be less than fifty-five (55) years of age; provided however, that in the event a Lot is owned by husband and wife, as tenants by the entirety, compliance with this Section shall be deemed satisfied where at least one of the spouses shall be at least fifty-five (55) years of age. This age requirement for ownership shall not apply to an Owner who purchases a Lot as a residence for his or her relatives or other occupants which relative or occupant meets the age requirements of this section. Builders shall be exempt from this section; however, any successor in title of the builder shall be subject to the requirement of ownership and occupancy set forth herein.

Section 4. Architectural Control. In order to protect the overall integrity of the Subdivision as well as the value of all Owners' improvements, an ACC committee will be established of not less than three (3) members. Any vacancy in the ACC shall be filled by the VVHA Board of Directors. The VVHA Board of Directors may remove and replace any member by a vote of two-thirds (2/3) of the total Board membership. The ACC shall carry out all duties as noted herein with full authority to approve and disapprove and control all construction and improvement activities of any kind (including, without limitation, structures, buildings, hard scape and landscape) within the Subdivision and to insure that all such activities are constructed in a good workmanship like manner and in accordance with industry trade practices and to insure that all improvements are architecturally, aesthetically, and environmentally designed to be compatible with the existing Subdivision and/or as decided by the ACC.

The ACC may promulgate and publish ACC specifications, a copy of which will be furnished to Owners upon request. A specification requires approval by two-thirds (2/3) of the ACC membership for

passage or rescission. Such specifications, and all changes to them, established by the ACC must be approved by the Board prior to implementation.

The ACC shall review all plans, specifications and other information which are submitted for compliance with all the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic and environmental goals of the Subdivision. It is the intent that such goals require that all improvements be compatible with all other improvements in the Subdivision and that they be in harmony with their natural surroundings.

Plans and specifications which are submitted shall contain and include, but not necessarily be limited to the following information: finished floor and ground elevations; exterior elevations for any buildings; a plat or site plan showing easements and the location of any building; a fence, sidewalk or other structure (including location of light and flag poles, if applicable); landscaping and irrigation plans; and any other plans, specifications or information deemed pertinent by the ACC or as required by this document.

The ACC shall have full authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. In the event the ACC fails to rule upon submitted plans or to request additional information reasonably required within thirty (30) days after submission, the applicant shall give the ACC written notice of its failure to respond. Unless the ACC responds within twenty-one (21) days of receipt of such applicant's written notice, approval will be deemed granted.

A majority of the votes cast by the ACC is required for approval. All voting actions of the ACC must be documented and retained in the VVHA files. The ACC may disapprove the construction or design of any improvement on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision or to preserve the serenity and natural beauty of any surroundings.

Prior approvals and/or disapprovals of the ACC pertaining to any improvement, activity, or matter of design or aesthetics shall not be deemed binding upon the ACC. In the event of later requests for approval of the same or similar improvement, activity or matter, if the ACC determines that the repetition of such activity or matter will have an adverse effect on the Subdivision, the ACC shall have the express power to construe any covenant herein that may be capable of more than one interpretation to reject the same or similar request. The approval, or failure to approve, by the ACC shall not be deemed to constitute any warranty or any representation of any kind by the ACC including, without limitation, any warranty or any representation relating to fitness, design or adequacy of any proposed construction or compliance with applicable statutes, codes, and regulations.

The ACC, with approval of the Board, shall have the authority to employ professional consultants at the expense of the VVHA to assist it in performance of its duties. The decision of the ACC shall be final, conclusive and binding upon the applicant. The applicant may appeal the ACC decision to the Board. If a majority of the members of the Board disagree with the ACC decision, the decision of the Board will govern. The ACC members shall not be entitled to any compensation for any services rendered pursuant to this covenant.

Section 5. Minimum Square Footage within Improvements. The living area on the ground floor of the Living Unit (exclusive of porches, garages and servant's quarters) shall be not less than twelve hundred (1200) square feet for a one story dwelling. The total living area for a multi story Living Unit shall be not less than fourteen hundred (1400) square feet.

Section 6. Location of the Improvements upon the Lot.

A. Setback Lines. All setbacks for buildings and other improvements shall be established by the setback lines indicated on the Subdivision Plat. In the absence of any indication on the plat, then

any and all such setbacks shall be established by the then applicable Ordinances of the City of Kerrville, Texas.

B. Zero Lot Line - Detached. Improvements may be constructed so as to have one outside wall abutting the side property line designated as the zero setback line for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the ACC. Corner Lots may have a zero setback line opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall be located on the Lot with the approval of the ACC, and in accordance with the applicable Ordinances of the City of Kerrville, Texas. Walls on a zero setback line may have openings if such wall faces onto a reserve or easement and if such are approved by the ACC, and are permitted by the then applicable Ordinances of the City of Kerrville, Texas. The side wall of the Living Unit or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material consisting of masonry with brick-face exterior or similar material as approved by the ACC and in accordance with the applicable Ordinances of the said City of Kerrville, Texas. The Owner of any adjacent Lot shall not attach anything to the side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, e.g., structure, color, material or otherwise, a side wall or fence located upon a zero setback line without the written approval of the ACC and written consent of the adjoining Lot Owners.

C. Zero Lot Line - Attached. Improvements may be constructed on two adjoining Lots each abutting the common zero lot line.

Section 7. Adjoining Lots and Resubdivision.

A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the ACC.

B. Resubdivision of Lots. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each Lot resulting from such resubdivision shall have a minimum width of not less than thirty-two (32) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided Lot having the minimum Lot width aforesaid. Any such resubdivision must be approved by the ACC.

Section 8. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat and no structure of any kind shall be erected upon any of said easements. Neither VVHA or any utility company using the easements shall be liable for any damage done by them or their assigns, their agents, employees or servants to shrubbery, trees, flowers or improvements of the Owner located on the land within or affected by said easements. Further, all Lots and Common Areas adjoining Lots with improvements situated on the zero setback line shall be subject to a four (4) foot easement for the construction, repair and maintenance of improvements located on the zero setback line of the adjacent Lot (excepting where common or abutting walls exist).

Section 9. Prohibition of Trade and Offensive Activities. No Lot, or any improvement(s) thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Lot any appearance of a commercial or nonresidential use. Sales of goods (garage sales) may be permitted but not to exceed one (1) such sale per calendar year per household with a maximum of two (2) consecutive days duration for the sale.

Section 10. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence. Notwithstanding anything to the contrary herein contained, temporary structures of any size may be used by the builders or their assigns as building or sales offices and for related purposes during the construction period. Such structures shall be inconspicuous; shall be subject to approval of the ACC; and shall be removed immediately after completion of construction and sales

Section 11. Storage of Automobiles, Boats, Trailers and Other Vehicles. No boat trailers, boats, travel trailers, inoperative automobiles, or recreational vehicles shall be parked in the public parking areas or forward of the front building line more often than one period, not to exceed seventy-two (72) consecutive hours, during any seven (7) day span of time. Storage of the above-named boats, trailers and vehicles is permitted on Subdivision and Properties only within garages or structures approved by the ACC.

Section 12. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot

Section 13. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type animal is kept. All pets shall be on a leash at all times except when they are confined within the premises of the Owner.

Section 14. Walls, Fences and Hedges. No wall, fence or hedge shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. However, a retaining wall may exceed six (6) feet in height on a Lot or adjacent Lots if approved by the ACC when considering safety, environmental, or aesthetic factors. No wire or chain link fence type construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by the builders or their assigns, shall pass in ownership with title to the Lot and it shall be the Owner's responsibility to maintain said wall, fence or hedge thereafter. No walls, fences and/or hedges shall be erected or maintained on any Lot within the Properties herein without the prior written consent of the ACC.

Section 15. Storage of Materials; Accumulation of Trash etc. All Lots must comply with the requirements of the City of Kerrville Ordinance 99-17. The use of any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon is prohibited. The accumulation of garbage, trash or rubbish of any kind or the burning (except as

permitted by law) of any such materials is prohibited. In the event of violation of any of the above provisions on the part of the Owner or occupant of any Lot and such violation continues after ten (10) days' written notice to the owner or occupant thereof, VVHA or its assigns may without any liability in trespass or otherwise for so doing, enter upon said Lot and remove or cause to be removed such garbage, trash and rubbish, or take any other action necessary to secure compliance with this Declaration and to place said Lot in a neat, attractive, healthful and sanitary condition. VVHA may assess the Owner or occupant of such Lot for the actual cost of such work plus all costs and fees related to collection. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statements immediately upon receipt thereof. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall become a lien on such Lot as required herein.

Section 16. Signs, Advertisements, Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except advertising the property for sale and according to the following provisions:

A. Improved Lots. An owner of an Improved Lot may, either personally or through a designated agent, advertise that Improved Lot as being for sale. The sign shall be no more than two and one half feet square ($2\frac{1}{2}$ by $2\frac{1}{2}$ feet) and shall be adhered to that part of the house exterior closest to the street. Regardless of number of streets adjoining the Improved Lot, there shall be no more than one (1) sign on any one Improved Lot.

B. Unimproved Lots. An owner of an Unimproved Lot may, either personally or through a designated agent, advertise that Lot as being for sale. The sign shall be no more than two and one half feet square ($2\frac{1}{2}$ by $2\frac{1}{2}$ feet) and shall be placed no closer than ten (10) feet from the street. Regardless of number of streets adjoining the Unimproved Lot, there shall be no more than one (1) sign on that Lot. A builder or his/her real estate broker may also put a for sale sign as defined above in the Common Area at the entrance of Yorktown and Stadium Drive. If the owner of an Unimproved Lot selects a real estate agent to advertise and sell his lot(s), the agent must provide the VVHA with documented proof that he, the agent, is acting under the authority of the titled owner of the lot(s) and that said proof identifies the titled owner. The proof must be provided before any signs are erected or posted. In the absence of such proof, all unauthorized signs will be removed by the VVHA.

Section 17. Contractor Use of Storage Area or Model Home Notwithstanding anything to the contrary herein contained, a builder who owns property in the Subdivision subject to this Declaration, may maintain on the said owned Lot, a storage area, a builder model unit, and one (1) for sale sign not larger than two and one half feet square ($2\frac{1}{2}$ by $2\frac{1}{2}$ feet). The builders, who are at the relevant time constructing and selling residential buildings in the Subdivision, may use residential structures, garages or accessory buildings for sales offices and display purposes; but all rights of the builder shall be operative and in effect only during the construction and sales period within the Subdivision.

Section 18. Antennae. No microwave dishes, radio (citizen bands or otherwise) or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are designed to receive television broadcast or digital signals and are one (1) meter or less in diameter or diagonal measurement, which the Owner shall screen from view as much as possible without impairing the installation, maintenance or use. Installation, color, and mounting location of antenna or device must be approved by the ACC.

Section 19. Underground Electric Service. An underground electric distribution system will be installed on the Properties. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) such connections and metering equipment on and about the Lot to the satisfaction of the electric power company furnishing service. For so long as underground service is maintained the electric service to each Lot therein shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

Section 20. Maintenance of Zero Lot Line Attached Buildings. The Owner of each Zero Lot Line Attached Building shall continue to be responsible for maintenance of and repairs to roofs, glass in windows and doors, and for all interior and structural matters, as well as party walls, interior plumbing, electrical and foundation maintenance and repairs. Each wall and roof which is built as a part of the original construction of any Zero Lot line Attached Building upon the Properties and placed on the dividing line between Lots shall constitute a common wall and roof, and, to the extent consistent with the provisions of this Article, the general rules of applicable law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 21. Sharing of Repair of Zero Lot Line Attached Buildings. The cost of reasonable repair and maintenance of a common wall (party wall) or roofs shall be shared equally by the Owners who make use of the wall and roof.

A. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the other Owner thereafter makes use of the wall or roof, that Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for Zero Lot line Attached Buildings, the total exterior of both Properties must be completely restored to their comparable condition existing before the destruction that resulted from fire or other casualty.

B. Weatherproofing. Notwithstanding anything to the contrary herein contained, an Owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements or of repairs occasioned by such exposure.

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

D. Arbitration. In the event of any dispute arising concerning a common wall or roof, or under the provisions of this Section, VVHA shall have full and complete authority in considering and settling said dispute and the decision of VVHA Board of Directors shall be final.

Section 22. Care of Yards and Common Areas. VVHA shall water and shall be responsible for design approval, maintenance, and upkeep of all Common Areas, yards of Zero Lot Line Attached Buildings in Vicksburg Village, all front yards (as defined herein) and those approved backyards.

Section 23. Other Activities and Uses. The following activities and uses are prohibited within the Properties:

A. Noxious or offensive activity of any sort, or any activity or use which may be or become an

annoyance or nuisance to the neighborhood.

B. Maintenance or repair of any vehicles, boats, motorcycles, or trailers in public view.

C. Drying of clothes, or the storage of lawn and/or yard equipment, where exposed to public view.

D. Any activity including but not limited to the use, construction or maintenance of any structure which violates, in any way, any law, statute, ordinance, regulation, or rule of any Federal, or applicable State, County, City or governmental entity.

Section 24. ACC Control of Yard Construction. All yards of Zero Lot Line Attached Buildings in Vicksburg Village, and all front yards of all Lots in the Subdivision, shall, upon improvement of the Lot, be planted with grass and equipped with a sprinkler system. All new sprinkler systems and lawns installed after August 9, 1995 shall comply with the VVHA lawn and sprinkler system specification. Layout drawings for such yards and sprinkler systems shall be included in the construction plans and submitted to the ACC pursuant to Section 4 of this ARTICLE II and shall be subject to approval of the ACC.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot or Lots in the Properties shall become and remain a Member in good standing of VVHA. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 2. Owners are entitled to one vote per Lot owned. The Vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Lot.

Section 3. Meeting and Voting. The manner of meeting and voting by VVHA shall be governed by the Bylaws.

Section 4. Board of Directors. VVHA shall have a Board of Directors composed of not less than (3) members. The Bylaws of VVHA shall specify the procedure for nomination and election of Directors, as well as the terms to be served by the respective Board members. The powers of the Board of Directors shall be as provided in the Articles of Incorporation, the Bylaws and the Texas Non-profit Corporation Act.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Owner(s) of a Lot by acceptance of deed therefore, whether or not it shall be so expressed in such deed, covenant(s) and agree(s) to pay VVHA all the following assessments levied upon their Lot(s) in accordance with this Declaration.

All sums assessed as provided for in this Declaration but unpaid, together with interest, costs of collection and reasonable attorney's fees, shall be a continuing lien and charge upon the Lot against which such assessment is made and shall bind and be continuing upon such Lot. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal and continuing obligation and debt of the Owner(s) of the Lot at the time when the assessment falls due until paid in full.

Section 2. Types and Purpose of Assessments.

A. Regular Assessments comprised of:

1. General Assessment: For maintenance and enhancement of Owners' property and Common Areas including, but not limited to:

- a. The furtherance and fulfillment of the purposes of this Declaration and herein provided responsibilities of VVHA.
- b. The promotion of the recreation, health, safety and welfare of the Owners of the Properties.
- c. The maintenance and care of the Common Areas and improvements to or on the Common Areas for which VVHA herein takes responsibility.
- d. The maintenance of all yards on Zero Lot Line Attached Building Lots, all front and those back yards approved in the maintenance plan prepared by the VVHA on Unattached dwelling Lots in the Subdivision and the private utilities and structures in the Subdivision for which VVHA has assumed maintenance responsibility hereunder.

2. Clubhouse Use Assessment: To provide for the operation and use of the Clubhouse for the benefit of the Owners.

B. Clubhouse Purchase Assessment: Originally to purchase the Clubhouse and subsequently maintain a fund for Clubhouse repairs and capital improvements.

C. Special Assessments: For capital additions, improvements or for repayment of funds borrowed and used in payment of capital additions and improvements. Such assessments shall be established and collected as hereinafter provided.

Section 3. Determination of Assessment Amounts and Changes Thereto.

A. Regular Assessments: Regular Assessments (both General Assessment and Clubhouse Use Assessment) may be changed by the VVHA from time to time as deemed necessary by projections of the anticipated costs of fulfilling its responsibilities and carrying out the requirements of this Declaration. VVHA shall not be entitled to any handling or service charges but shall be entitled to include in said Regular Assessments the anticipated actual cost of such services as is provided thereunder. In fixing the amount of the Regular Assessments, the Board may consider reasonably anticipated depreciation and necessary replacement and repair of capital assets and improvements and may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefor, provided, nevertheless, that any increase in the Regular Assessments including allowances for depreciation, replacement or repair of capital assets or improvements may not, in the aggregate, account for an increase in the Regular Assessment amount of more than ten per cent (10%) per calendar year.

B. Clubhouse Purchase Assessment: A one-time assessment charge of \$750 per each Improved Lot.

C. Special Assessments: Notwithstanding anything to the contrary herein contained, and in addition to the Regular Assessments and the Clubhouse Purchase Assessment authorized elsewhere, VVHA may levy, in any calendar year, one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of capital additions or the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area and the Clubhouse, including fixtures and personal property related thereto provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the voting Members who are voting in person or by proxy at a meeting called for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Section 3-C. Written notice of any meeting called for the purpose of taking any action authorized under Section 3-C shall be mailed (by U. S. first Class mail) to all voting Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members (including Proxies) entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present no meeting will take place. A notice in like manner for another meeting may be initiated within sixty (60) days. The required quorum for that meeting shall be fifty-one per cent (51%) of the total voting membership. Any Special Assessment approved by the membership at either meeting shall be ratified by letter ballot. Passage requires that two-thirds (2/3) of those members present and voting at the meeting (either in person or by proxy) vote in favor of the Special Assessment.

Section 5. Determination of Applicability of Assessments.

A. Regular Assessments:

1. **General Assessment:** The General Assessment shall be uniformly applicable to each Lot in the Properties.

2. **Clubhouse Use Assessment:** The Clubhouse Use Assessment shall, except as herein provided to the contrary, be uniformly applicable to each Owner of each Improved Lot in the Properties with the exception of Lots owned by the builder(s). The Clubhouse Use Assessment shall also be applicable to any Unimproved Lot (and to any Owner of such Lot), the Owner of which is determined by VVHA to be enjoying the use and benefit of the Clubhouse except if such Owner is already subject to the Clubhouse Use Assessment through ownership of another Lot. In the event the Clubhouse Use Assessment shall become applicable to any Lot, it shall remain so applicable unless such Lot becomes owned by the VVHA. The Board, at its sole discretion, shall determine that the Assessment should no longer apply to said Lot.

B. Clubhouse Purchase Assessment: The one-time assessment of \$750 shall be applied to any new Owner by the VVHA at the time of initial purchase closing of an Improved Lot.

C. Special Assessments: Special Assessments shall, except as herein provided to the contrary, be uniformly applicable to each Lot in the Properties with the exception of Lots owned by the builders.

Section 6. Collection of Regular Assessments. With the exception of the builders, the Regular Assessments shall be payable as applicable, by Owners on a monthly basis on the first day of each calendar month unless VVHA shall determine that said Assessment shall be payable on a quarterly basis on such dates as VVHA shall designate. Payment of all deferred assessments becomes due in full from builders immediately upon the first sale of either an Improved or Unimproved property to a new Owner.

Section 7. Date of Commencement of Changes in Regular Assessments. Changes in the amounts of both the General Assessment and the Clubhouse Use Assessment shall take effect on the first day of the calendar month beginning next after the expiration of one hundred twenty (120) days from the date of passage of such change.

Section 8. Payment Date of Other Assessments.

A. Clubhouse Purchase Assessment: The one-time assessment of \$750 shall be paid to the VVHA by a new Owner at the time of initial purchase closing of an Improved Lot.

B. Special Assessments: Special Assessments shall be paid on or before the date specified by the Board in view of the urgency of the purpose for which the Special Assessment is established.

Section 9. Effect of Nonpayment of Assessments; Remedies of VVHA. The Board may, upon request, without any liability for doing so and for reasonable charge, furnish a certificate signed by an officer of the VVHA setting forth whether the assessments on a specified Lot have been paid and the amount of delinquencies, if any. The Board shall not be required to obtain Owner(s) permission for such certificates but may deliver such certificates to any party whom in the Board's judgement has a legitimate reason for requesting same.

Any assessments not paid within fifteen (15) days after the due date shall incur interest at the rate of ten percent (10%) per annum from the date due until paid. The VVHA may bring action at law against the Owner(s) personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Clubhouse or by abandonment of their Lot. Further, the powers and enforcement granted to the Board in this paragraph shall be cumulative of and shall be in addition to all other lawful remedies and powers of the VVHA.

Section 10. Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be superior to all other liens and charges against said Lot except only for federal, state and county tax liens, liens for purchase money and/or construction financing and all sums unpaid on a first deed of a trust lien of record, which liens for such purposes shall be superior to the assessment lien herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind the mortgaged property and be secured by an assessment lien as herein provided. To evidence the assessment lien, the Board may prepare a written notice of an assessment lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by said lien and a description of the Lot. Said notice shall be signed by an Officer of or the Attorney for the VVHA and shall be filed and recorded in the office of the County Clerk of Kerr County, Texas. Except as otherwise provided herein, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the said lien therefor, but said lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The VVHA, the City of Kerrville or any Owner shall have the right to 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 this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Interpretation and Severability of Provisions. If this Declaration or any word clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. This Declaration is intended to be a dedicatory instrument as defined in Texas Property Code 202.001 (1). Invalidation of any one (1) or more of these covenants or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

Section 3. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to any Common Area, including the Clubhouse, which shall be appurtenant to and shall pass with

title to every Lot subject to the following provisions:

- A. A right of VVHA to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the Common Area.
- B. A right of VVHA to suspend the voting rights of an Owner and the right to use any recreational facility, including the Clubhouse, if such use is then provided by VVHA, by an Owner for any period during which any assessment against subject Lot remains unpaid, and for a period not to exceed sixty (60) days for each infraction of its published rules and regulations.
- C. A right of VVHA to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners as herein provided. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the voting members agreeing to such dedication or transfer has been filed of record in the Official Public Records of Real Property of Kerr County, Texas.
- D. A right of VVHA to collect and disburse funds as set forth in Article IV.

Section 4. Delegation of Use. Subject to the Bylaws of VVHA, any Owner may delegate his right of enjoyment to the Common Area and facilities only to guests, resident members of the Owner's family, and tenants (as allowed herein) and contract purchasers who reside on the Owner's Lot.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Subdivision, for a term of thirty-five (35) years from, July 8, 1985 after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during this thirty-five (35) year period by an instrument approved by the Lot Owners of not less than seventy-five percent (75%) of the Lots within the Subdivision, and thereafter by an instrument approved by those Lot Owners owning not less than sixty percent (60%) of the Lots within the Properties. No person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been certified to as to the requisite number of votes by the President of the VVHA and filed of record in the Deed Records of Kerr County, Texas.

Section 6. Areal Limitations. Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; and Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas constitutes the entire areal extent of Properties.

Section 7. Powers of VVHA. VVHA shall have all those powers, duties and responsibilities set out herein and in such amendments to this Declaration as may from time to time be made, and such other powers, duties and responsibilities consistent herewith provided in its Articles of Incorporation and its Bylaws as the same may be amended from time to time by proper action of its Members.

Section 8. Removal Process. The removal of an officer or a director of the VVHA shall be processed in accordance with the Bylaws.

Section 9. Letter Ballot. Letter ballots, when required by this Declaration, the Bylaws, or authorized by

the Board of Directors of VVHA shall be executed by provisions set forth in the Bylaws.

Section 10. Hierarchy of Documents. The hierarchy of documents is listed in descending order of authority:

- 1) Articles of Incorporation
- 2) Declaration of Covenants, Conditions and Restrictions
- 3) Bylaws

Section 11 . Construction . If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The covenants and conditions of this Declaration shall be liberally construed to give effect to their intended meaning.

Section 12. Gender and Grammar. The singular, whenever used herein shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

ARTICLE VI

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) will have the following meanings:

(A) **ACC** means the Architectural Control Committee of the VVHA.

(B) **Board of Directors and Board** are synonymous and mean the Board of Directors of the VVHA, the election and procedures of which are set forth in the Articles of Incorporation and Bylaws of the VVHA. The Board of Directors shall be the elected body having its normal meaning under the TNPCA.

(C) **Common Area** means the real property described as Block 1 (Clubhouse) Lot 13, Block 2 Lot 13, Block 3 Lot 13, Block 4 Lot 13, Block 5 Lot 13 and all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being a 3.64 acre tract out of Survey Numbers 1330 and 117, Abstract Numbers 1113 and 182, and being more particularly described by metes and bounds in legal description in Volume 866, Pages 221 to 224 of Special Warranty Deeds, all in Vicksburg Village, as shown on the Subdivision Plat recorded in Volume 5, Page 75, Plat Records of Kerr County, Texas, and all real and personal property leased, owned, or maintained by the VVHA for the common use and benefit of the Members of the VVHA.

(D) **Declaration** means this Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village and Yorktown Phase One, and any amendment and/or supplement hereto made in accordance with the terms hereof.

(E) **Living Unit** means a Single Family residence and its private garage situated on a Lot.

(F) **Lot** means any Lot shown or designated on the plat of land shown upon any recorded plat of the Properties but may be modified in areal extent by the recorded deed which shall prevail. Lot constitutes a wide range of entities and shall include, but not be limited to:

- (1) **Developed Lot** means a Lot with the street, on which it faces, opened and improved and with utilities installed and ready to furnish utility service to such Lot.

- (2) **Improved Lot** means, with respect to any residential use Lot in the Properties, a Lot on which one or more structures or buildings, intended for occupancy or use, have been substantially completed and to which structure(s) utility service has been connected and/or initiated.
- (3) **Unimproved Lot** is any Developed Lot which has been platted, but on which no structure or buildings intended for occupancy or use have been erected
- (G) **Member** means all those Owners who are members of the VVHA as provided herein
- (H) **Owner and Lot Owner** mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.
- (I). **Properties and Subdivision** mean the above-described Properties known as Vicksburg Village, Vicksburg Village Section Two, Vicksburg Village Section Three and Yorktown Phase One and any property subsequently platted and annexed in accordance with this Declaration and are subject to this Declaration or any Amended or Supplemental Declaration.
- (J) **Prior Covenants** means the table of documents presented immediately below.
- (K) **Single Family** means and refers to a Single Family related by blood, adoption, or marriage.
- (L) **Subdivision Plat** means those plats defined in Article V, Section 6, Areal Limitations.
- (M) **TNPCA** means the Texas Non-Profit Corporation Act.
- (N) **VVHA** means the VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION of Kerrville Texas, a Texas non-profit corporation, its successors and assigns as provided for herein.
- (O) **Yards** mean:
- (1) **Front yard** means the front part of each Lot from the street to the front of the Living Unit or the setback line, whichever is greater. Any side yard adjacent to a street shall be treated as a front yard for the area extending from the street to the side of the Living Unit or the setback line, whichever is greater.
- (2) **Back yard** means that part of each Lot not defined as front yard in (1) above.

| DOCUMENT | TITLE | DATE EXECUTED | DATED RECORDED |
|----------------------------------|---|---------------|----------------|
| No. 9517 Volume 306, Page 273 | Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 11/05/84 | 11/07/84 |
| No. 5989 Volume 331, Page 331 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/28/85 | 06/28/85 |
| No. 5495 Volume 436, Page 174 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 07/20/87 | 07/20/87 |
| No. 7246 Volume 444, Page 223 | Amendment to Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 09/25/87 | 09/28/87 |

| | | | |
|----------------------------------|---|----------|----------|
| No. 5187 Volume 522, Page 150 | Amendment to Amended Declaration of Covenants, Conditions and Restriction Vicksburg Village and Yorktown Phase One | 06/21/89 | 09/08/89 |
| No. 2161 Volume 893, Page 329 | Third Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village and Yorktown Phase 1 | 03/19/97 | 03/27/97 |

ARTICLE VII

REGISTERED AGENT AND OFFICE

The name and address of the registered agent for this VVHA and all subsequent changes in the agent shall be provided to the office of the Texas Secretary of State, Corporation Section, Austin, Texas by the VVHA Board of Directors.

This Amended CC&R's shall be effective from and after the date this instrument is filed of record in the Deed Records of Kerr County, Texas.

EXECUTED this 24th day of JANUARY 2000 by the VVHA and approved by the Owners as set forth on the attached property roster.

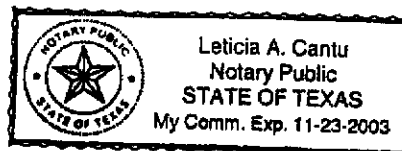
Vicksburg Village Homeowners Association of Kerrville, Texas

By: John C. Knott
JOHN C. KNOTT, PRESIDENT

STATE OF TEXAS §

KERR COUNTY §

This instrument was acknowledged before me on this the 24th day of JANUARY 2000, by JOHN C. KNOTT, President of Vicksburg Village Homeowners Association of Kerrville, Texas on behalf of said corporation.



Leticia A. Cantu
Notary Public, State of Texas

After recording please return to:
VVHA Secretary
300 Vicksburg Ave.
Kerrville, TX 78028

Filed by: Wallace, Jackson, et al

FILED FOR RECORD
at 3:35 o'clock P.M.

FEB 01 2000

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Cheryl A. Thompson Deputy

PROPERTY ROSTER APPROVAL LIST FOR AMENDING THE CC&R'S JANUARY 2000

| NAME | ADDRESS | PROP # | PHASE | BLK # | LOT # | SIGNATURE |
|---|--------------------|---------|------------------|-------|----------------|---------------------------------|
| Ammentorp, Willis F & Mary J | 423 Fitch | R39827 | Vicksburg Vill 1 | Blk 3 | Lot 11 & pt 10 | Willis F. Ammentorp |
| Aronsen, Betty L. | 1412 DeGrasse Dr. | R41756 | Yorktown 1 | Blk 1 | Lot 4 | Betty L. Aronsen |
| Baldwin, Roy D & Nada R | 1241 Victory | R60436 | VV 3 Victory | Blk 3 | Lot 10 | Roy & Nada Baldwin |
| Barger, Mary B. | 412 Fitch | R39806 | Vicksburg Vill 1 | Blk 2 | Lot 2 | Mary B. Barger by John Langford |
| BCI Homes 1400 Sidney Baker Kerrville, TX 78028 | 1217 Victory | R60442 | VV 3 Victory | Blk 3 | Lot 16 | |
| BCI Homes 1400 Sidney Baker Kerrville, TX 78028 | 505 Vickers Circle | R503374 | Vicksburg Vill 2 | Blk 7 | Lot 11 | |
| BCI Homes 1400 Sidney Baker Kerrville, TX 78028 | 454 Vicksburg | R503355 | Vicksburg Vill 2 | Blk 6 | Lot 8 | |
| Beatty, Arthur L & A Elaine | 434 Vicksburg | R503350 | Vicksburg Vill 2 | Blk 6 | Lot 3 | Arthur L & Elaine Beatty |
| Bertram, Bertha J. | 1445 Gloucester Pt | R41777 | Yorktown 1 | Blk 3 | Lot 1 | Bertha Bertram |
| Blass, Jules F & Rose S | 1276 Victory | R60412 | VV 3 Victory | Blk 2 | Lot 1 | Jules F. Blass |
| Boardman, Edward J & Adelhei E | 430 Vicksburg | R503349 | Vicksburg Vill 2 | Blk 6 | Lot 2 | Edward J. Boardman |
| Boos, Hugo & Irene | 401 Fitch | R39817 | Vicksburg Vill 1 | Blk 3 | Lot 1 | Hugo & Irene Boos |
| Booston, Mary Ellen | 428 Florian | R39834 | Vicksburg Vill 1 | Blk 3 | Lot 19 & pt 20 | Mary Ellen Booston |

| | | | | | | |
|--------------------------------|--------------------|---------|------------------|-------|---------------------|-------------------------------------|
| Borland, Matthew H & Winona | 1240 Victory | R60421 | VV 3 Victory | Blk 2 | Lot 10 | <i>Matthew H. Borland</i> |
| Borst, Herbert & John | 448 Yorktown | R41771 | Yorktown 1 | Blk 2 | Lot 13 | <i>Herbert Borst</i> |
| Brooks, Alece | 1440 Gloucester Pt | R41760 | Yorktown 1 | Blk 2 | Lot 2 | <i>Alece Brooks</i> |
| Brown, Anna Belle Stone | 508 Fitch | R39844 | Vicksburg Vill 1 | Blk 4 | Lot 4 | <i>Anna B. Brown</i> |
| Buffaloe, Norma L (Plangman) | 422 Vicksburg | R39833 | Vicksburg Vill 1 | Blk 3 | Lot 18 & pt 17, S/2 | <i>Norma L. Buffaloe (Plangman)</i> |
| Butler, Joe & Liz | 1257 Victory | R60432 | VV 3 Victory | Blk 3 | Lot 6 | <i>William Butler</i> |
| Carrol Smith Homes 998 Sidney | 1237 Victory | R60437 | VV 3 Victory | Blk 3 | Lot 11 | <i>Carroll Smith</i> |
| Baker S., Kerrville, TX 78028 | 1236 Victory | R60422 | VV 3 Victory | Blk 2 | Lot 11 | <i>Carroll Smith</i> |
| Carrol Smith Homes 998 Sidney | 1252 Victory | R60418 | VV 3 Victory | Blk 2 | Lot 7 | <i>Carroll Smith</i> |
| Baker S., Kerrville, TX 78028 | 434 Yorktown | R41773 | Yorktown 1 | Blk 2 | Lot 15 & 16 | <i>Claire M. Chesnutt</i> |
| Chesnutt, Claire M. | 421 Vicksburg | R503367 | Vicksburg Vill 2 | Blk 7 | Lot 4 | |
| Chittenden, Duane R & Gloria M | 433 Vicksburg | R503368 | Vicksburg Vill 2 | Blk 7 | Lot 5 | |
| Chittenden, Duane R & Gloria M | 1220 Victory | R60426 | VV 3 Victory | Blk 2 | Lot 15 | <i>Margie Cleveland</i> |
| Cleveland, Margie | 441 Florian | R39853 | Vicksburg Vill 1 | Blk 5 | Lot 5 | <i>Margie Cleveland</i> |
| Cooper, Terry & Pat | 1261 Victory | R60431 | VV 3 Victory | Blk 3 | Lot 5 | <i>Terry Cooper</i> |
| Cramer, Glen G & Sandra M | 450 Vicksburg | R503354 | Vicksburg Vill 2 | Blk 6 | Lot 7 | <i>Margie Cunningham</i> |
| Cunningham, Martine-MAKIN | 418 Fitch | R39809 | Vicksburg Vill 1 | Blk 2 | Lot 5 | <i>Martine Cunningham</i> |
| Decker, Lawrence M | | | | | | |

| | | | | | | |
|--------------------------------|-----------------------|---------|------------------|-------|--------------------------------------|----------------------------|
| Deimel, Raymond C & Virginia C | 1208 DeGrasse Dr | R60410 | VV 3 Victory | Blk 1 | Lot 3 | <i>Ray C Deimel</i> |
| Devaney, Chrissy | 445 Florian | R39854 | Vicksburg Vill 1 | Blk 5 | Lot 6 | <i>Michael Devaney</i> |
| Disrud, Glenore | 410 Fitch | R39805 | Vicksburg Vill 1 | Blk 2 | Lot 1 | |
| Douglas, Herbert L & D Louise | 506 Vickers Circle | R503371 | Vicksburg Vill 2 | Blk 7 | Lot 8 | <i>Herbert L Douglas</i> |
| Durham, Ruth E. | 431 Florian | R39851 | Vicksburg Vill 1 | Blk 5 | Lot 3 | <i>Ruth E Durham</i> |
| Ellerman, Richard N & Joyce A. | 1420 DeGrasse Dr | R41758 | Yorctown 1 | Blk 1 | Lot 6 | <i>Joyce A Ellerman</i> |
| Eller, Janie M | 403 Vicksburg | R503385 | Vicksburg Vill 2 | Blk 8 | Lot 2 | <i>Janie Eller</i> |
| Ellingson, Bert & Nida | 430 Gloucester Ct | R41766 | Yorctown 1 | Blk 2 | Lot 8 | <i>Bert Ellingson</i> |
| Farris, Hilton & Sandy | 1439 Gloucester Pt | R41779 | Yorctown 1 | Blk 3 | Lot 3 | <i>Sandy Farris</i> |
| Ference, Wayne L | 1249 Victory | R60434 | VV 3 Victory | Blk 3 | Lot 8 | <i>Wayne L Ference</i> |
| Gibbs, Charles M & Helen L | 414 Vicksburg | R39829 | Vicksburg Vill 1 | Blk 3 | Lot 15 & pt 14, S/2 | <i>Charles M Gibbs</i> |
| Goodrich, Kathleen | 471 Vicksburg | R503382 | Vicksburg Vill 2 | Blk 7 | Lot 19 | <i>Kathleen C Goodrich</i> |
| Grillo, Virginia M | 430 Florian | R39836 | Vicksburg Vill 1 | Blk 3 | Lot 20 pt SE/4, 21, 22 pt NW/2 | |
| Hainer, John L & Ruth E | 1401 DeGrasse Dr | R41784 | Yorctown 1 | Blk 3 | Lot 8 | |

| | | | | | | |
|---|--------------------|---------|------------------|-------|--------------------|---------------------------|
| Hall, Rose | 1253 Victory | R60433 | VV 3 Victory | Blk 3 | Lot 7 | <i>Rose Hall</i> |
| Hardy, Betty | 475 Vicksburg | R503383 | Vicksburg Vill 2 | Blk 7 | Lot 20 | <i>Betty Hardy</i> |
| Haynes, Harry & Dorrace | 518 Fitch | R39842 | Vicksburg Vill 1 | Blk 4 | Lot 1 | <i>Dorrace Haynes</i> |
| Heavin, John W. & Amy P. | 1408 DeGrasse Dr | R41755 | Yorktown 1 | Blk 1 | Lot 3 | |
| Hudson, Harold M & Letha | 419 Fitch | R39825 | Vicksburg Vill 1 | Blk 3 | Lot 9 & pt 10, N/2 | <i>H. Harold Hudson</i> |
| Huff, Lawrence & Elouise H | 437 Florian | R39852 | Vicksburg Vill 1 | Blk 5 | Lot 4 | <i>Louise Huff</i> |
| Huffman, William T & Juanita R | 510 Fitch | R39843 | Vicksburg Vill 1 | Blk 4 | Lot 3 | <i>Wm T. Huffman</i> |
| Hunter, Frank H & Jean L | 415 Fitch | R39824 | Vicksburg Vill 1 | Blk 3 | Lot 8 & pt 7 S/2 | <i>Frank H. Hunter</i> |
| Hunter, Cleve & Mary | 1264 Victory | R60415 | VV 3 Victory | Blk 2 | Lot 4 | <i>Cleve Hunter</i> |
| Idt, John | 430 Fitch | R39814 | Vicksburg Vill 1 | Blk 2 | Lot 10 | <i>John Idt</i> |
| Ingerson, Roger & Elinor | 434 Gloucester Pt | R41767 | Yorktown 1 | Blk 2 | Lot 9 | <i>Roger Ingerson</i> |
| Jackson, Jeanne H | 447 Vicksburg | R503376 | Vicksburg Vill 2 | Blk 7 | Lot 13 | <i>Jeanne H. Jackson</i> |
| Jennings, Meritt E & Hazel V | 407 Fitch | R39820 | Vicksburg Vill 1 | Blk 3 | Lot 4 | <i>Meritt E. Jennings</i> |
| Jones, Leonida J & | 407 Vicksburg | R503387 | Vicksburg Vill 2 | Blk 8 | Lot 4 | <i>Leonida J. Jones</i> |
| Jones, Tolbert & Barbara H. | 442 Gloucester Ct | R41769 | Yorktown 1 | Blk 2 | Lot 11 | <i>Tolbert Jones</i> |
| Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028 | 503 Vickers Circle | R503375 | Vicksburg Vill 2 | Blk 7 | Lot 12 | |

| | | | | | | |
|---|---------------------|---------|------------------|-------|---------------------|-----------------------------|
| Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028 | 309 Vantage Circle | R503361 | Vicksburg Vill 2 | Blk 6 | Lot 14 | |
| Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028 | 310 Vantage | R503360 | Vicksburg Vill 2 | Blk 6 | Lot 13 | |
| Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028 | 304 Vantage Circle. | R503358 | Vicksburg Vill 2 | Blk 6 | Lot 11 | |
| Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028 | 305 Vantage Circle | R503362 | Vicksburg Vill 2 | Blk 6 | Lot 15 | |
| Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028 | 306 Vantage | R503359 | Vicksburg Vill 2 | Blk 6 | Lot 12 | |
| Kerrville ISD 1009 Barnett, Kerrville, TX 78028 | 1229 Victory | R60439 | VV 3 Victory | Blk 3 | Lot 13 | |
| Kervizic, Etienne & Jacqueline | 449 Florian | R39855 | Vicksburg Vill 1 | Blk 5 | Lot 7 | <i>Blk 5</i> |
| Kline, Fred & Sarah L | 401 Vicksburg | R503384 | Vicksburg Vill 2 | Blk 8 | Lot 1 | <i>Donald P. Pliner</i> |
| Klingie, Walter E & Dorothy | 1403 DeGrasse Dr | R41785 | Yorktown 1 | Blk 3 | Lot 9 | <i>W E Klingie</i> |
| Knott, John C & Edna M, TTEE | 1416 DeGrasse Dr | R41757 | Yorktown 1 | Blk 1 | Lot 5 | <i>John C. Knott</i> |
| Koch, Louella H | 414 Fitch | R39807 | Vicksburg Vill 1 | Blk 2 | Lot 3 | <i>Joe Koch</i> |
| Lange, Pete & Pat | 1269 Victory | R60429 | VV 3 Victory | Blk 3 | Lot 3 | <i>Pete & Pat Lange</i> |
| Lawson, Knute F & Margaret B | 418 Vicksburg | R39831 | Vicksburg Vill 1 | Blk 3 | Lot 16 & pt 17, N/2 | <i>Maudt (Lawson)</i> |
| Lee, Joyce | 451 Florian | R39856 | Vicksburg Vill 1 | Blk 5 | Lot 8 | <i>Joyce Lee</i> |

| | | | | | | |
|--|-----------------------|---------|------------------|-------|-------------------|-------------------------------------|
| Lehman, Richard C & Patsy G | 1428 Gloucester Pt | R41763 | Yorktown 1 | Blk 2 | Lot 5, pt 6 | <i>(Signature)</i> |
| Leighton, Arthur G & Martha E | 459 Vicksburg | R503379 | Vicksburg Vill 2 | Blk 7 | Lot 16 | |
| Lesko, Bill & Flo | 428 Fitch | R39813 | Vicksburg Vill 1 | Blk 2 | Lot 9 | <i>Bill & Flo Lesko</i> |
| Lewis, Herbert D & Betty J | 415 Vicksburg | R503365 | Vicksburg Vill 2 | Blk 7 | Lot 2 | <i>Herbert D. Lewis</i> |
| Lewis, Paul & Mary | 442 Vicksburg | R503352 | Vicksburg Vill 2 | Blk 6 | Lot 5 | <i>Paul & Mary Lewis</i> |
| Lien, Jacob A. | 1432 Gloucester Pt | R41762 | Yorktown 1 | Blk 2 | Lot 4 | <i>Virginia Lien</i> |
| Lind, James & Maxine | 1209 Victory | R60444 | VV 3 Victory | Blk 3 | Lot 18 | <i>James & Maxine Lind</i> |
| Lind, James & Maxine | 1245 Victory | R60435 | VV 3 Victory | Blk 3 | Lot 9 | <i>James & Maxine Lind</i> |
| Lipe, Thomas W 1400 Sidney Baker, Kerrville, TX 78028 | 458 Vicksburg | R503356 | Vicksburg Vill 2 | Blk 6 | Lot 9 | |
| Long, Virginia | 1403 Gloucester Pt | R41774 | Yorktown 1 | Blk 2 | Lot 17 | <i>Virginia Long</i> |
| Lorring, Arthur P & Johnnie L | 300 Vantage Circle | R503357 | Vicksburg Vill 2 | Blk 6 | Lot 10 | <i>A. P. Lorring</i> |
| Luckett, James & Jody | 1404 Gloucester Pt | R41782 | Yorktown 1 | Blk 3 | Lot 6 | <i>James & Jody Luckett</i> |
| MacAskie, Roger A & Carolyn M | 411 Fitch | R39822 | Vicksburg Vill 1 | Blk 3 | Lot 6 & pt 7, N/2 | <i>Roger & Carolyn MacAskie</i> |
| Mannerling, Lorraine K. | 1400 DeGrasse Dr | R41753 | Yorktown 1 | Blk 1 | Lot 1 | <i>Lorraine K. Mannerling</i> |
| Manning, Alie N. (JERRY) | 432 Fitch | R39815 | Vicksburg Vill 1 | Blk 2 | Lot 11 | <i>Alie N. Manning</i> |

| | | | | | | |
|--------------------------------|--------------------|---------|------------------|-------|------------------------------|---------------------------------|
| Masters, Ben & Maxine | 419 Vicksburg | R503366 | Vicksburg Vill 2 | Blk 7 | Lot 3 | <i>B. O. X</i> |
| McDuff, Barbara L | 514 Fitch | R39842 | Vicksburg Vill 1 | Blk 4 | Lot 2 | <i>Barbara L. McDuff</i> |
| Merkel, Ann | 1204 DeGrasse Dr | R60409 | VV 3 Victory | Blk 1 | Lot 2 | <i>Ann M. Merkel</i> |
| Mertz, Floyd E & Mary O | 426 Vicksburg | R503348 | Vicksburg Vill 2 | Blk 6 | Lot 1 | <i>Floyd E. Mertz</i> |
| Miller, Wally R & Sharon K | 405 Vicksburg | R503386 | Vicksburg Vill 2 | Blk 8 | Lot 3 | <i>Wally R. Miller</i> |
| Moulish, Arnold E & Mary S | 423 Florian | R39849 | Vicksburg Vill 1 | Blk 5 | Lot 1 | <i>Arnold E. Moulish</i> |
| Moulton, Mac & Nancy | 1265 Victory | R60430 | VV 3 Victory | Blk 3 | Lot 4 | <i>Mac & Nancy Moulton</i> |
| Myers, Warren W & Priscilla J. | 1424 Gloucester Pt | R41764 | Yorktown 1 | Blk 2 | Lot 6 pt | <i>Warren W. Myers</i> |
| Neal, Edmee M | 434 Fitch | R39816 | Vicksburg Vill 1 | Blk 2 | Lot 12 | <i>Edmee M. Neal</i> |
| Nyman, Randall D & | 411 Vicksburg | R503364 | Vicksburg Vill 2 | Blk 7 | Lot 1 | <i>Randall D. Nyman</i> |
| Oberlander, Obie & Pat | 434 Florian | R39839 | Vicksburg Vill 1 | Blk 3 | Lot 22 (SE/2, 23, 24 (NW/4)) | <i>Obie Oberlander</i> |
| Overmyer, Robert & Laura | 455 Vicksburg | R503378 | Vicksburg Vill 2 | Blk 7 | Lot 15 | |
| Parker, Frank & Nancy | 463 Vicksburg | R503380 | Vicksburg Vill 2 | Blk 7 | Lot 17 | <i>Frank & Nancy Parker</i> |
| Perkins, Herbert A. | 420 Fitch | R39810 | Vicksburg Vill 1 | Blk 2 | Lot 6 | <i>Herbert A. Perkins</i> |
| Perkins, Herbert & Rosemarie | 502 Fitch | R39845 | Vicksburg Vill 1 | Blk 4 | Lot 5 | <i>Herbert A. Perkins</i> |
| Pritz, Donald D & Lois | 409 Fitch | R39821 | Vicksburg Vill 1 | Blk 3 | Lot 5 | <i>Lois Pritz</i> |
| Pryor, Rolan A & Barbara | 424 Fitch | R39811 | Vicksburg Vill 1 | Blk 2 | Lot 7 | <i>Rolan Pryor</i> |

| | | | | | | |
|--|--------------------|---------|------------------|-------|--------|----------------------------|
| Pumphrey, Jean | 1408 Gloucester Pt | R41781 | Yorktown 1 | Blk 3 | Lot 5 | <i>Jean Pumphrey</i> |
| Pyle, Margaret S. | 1420 Gloucester Pt | R41765 | Yorktown 1 | Blk 2 | Lot 7 | <i>Margaret S. Pyle</i> |
| Rhodes Construction, LLC, 1912 Junction Hwy. Kerrville, TX 78028 | 507 Vickers Circle | R503373 | Vicksburg Vill 2 | Blk 7 | Lot 10 | |
| Rhodes Construction, LLC, 1912 Junction Hwy. Kerrville, TX 78028 | 508 Vickers Circle | R503372 | Vicksburg Vill 2 | Blk 7 | Lot 9 | |
| Rose, Donald E & Delia | 451 Vicksburg | R503377 | Vicksburg Vill 2 | Blk 7 | Lot 14 | <i>Donald E. Rose</i> |
| Ross, Robert J. & Elinor Turst | 1404 DeGrasse Dr. | R41754 | Yorktown 1 | Blk 1 | Lot 2 | <i>Elinor M. Ross</i> |
| Rutledge, Warren H & Jean S. | 438 Gloucester Ct | R41768 | Yorktown 1 | Blk 2 | Lot 10 | <i>Warren H. Rutledge</i> |
| Rutledge, Bill & Pat | 467 Vicksburg | R503381 | Vicksburg Vill 2 | Blk 7 | Lot 18 | <i>William A. Rutledge</i> |
| Rye, Lois | 426 Yorktown | R41783 | Yorktown 1 | Blk 3 | Lot 7 | |
| Sanford, Edgar W & Jean W | 405 Fitch | R39819 | Vicksburg Vill 1 | Blk 3 | Lot 3 | <i>E. W. Sanford</i> |
| Sargent, John C & Doreen V. | 1444 Gloucester | R41759 | Yorktown 1 | Blk 2 | Lot 1 | <i>Doreen Sargent</i> |
| Sartwell, Paul P & Mary H | 416 Fitch | R39808 | Vicksburg Vill 1 | Blk 2 | Lot 4 | <i>Paul P. Sartwell</i> |
| Silberisen, John & Jo Ann | 1232 Victory | R60423 | VV 3 Victory | Blk 2 | Lot 12 | <i>Jo Ann Silberisen</i> |
| Spivey, Wanda, R Trust | 1409 Gloucester Pt | R41776 | Yorktown 1 | Blk 2 | Lot 18 | <i>Wanda R. Spivey</i> |
| Steiner, James K & Anne V | 438 Vicksburg | R503351 | Vicksburg Vill 2 | Blk 6 | Lot 4 | <i>James K. Steiner</i> |

| | | | | | | |
|---|--------------------|---------|------------------|-------|-----------------------|-------------------------------------|
| Stouppe, Gerald & Janette | 1441 Gloucester Pt | R41778 | Yorktown 1 | Blk 3 | Lot 2 | <i>Gerald & Janette Stouppe</i> |
| Streckewald, Fred L & Joan M | 1435 Gloucester Pt | R41780 | Yorktown 1 | Blk 3 | Lot 4 | <i>Fred Streckewald</i> |
| Tauferner, Lee & Carolyn | 301 Vantage Circle | R503363 | Vicksburg Vill 2 | Blk 6 | Lot 16 | <i>Lee & Carolyn Tauferner</i> |
| Thams, Robert W & Margaret | 1212 DeGrasse Dr | R60411 | VV 3 Victory | Blk 1 | Lot 4 | <i>Robert W Thams</i> |
| Theis, Robert N | 446 Vicksburg | R503353 | Vicksburg Vill 2 | Blk 6 | Lot 6 | <i>Robert N Theis</i> |
| Thoensen, Frank C & | 1260 Victory | R60416 | VV 3 Victory | Blk 2 | Lot 5 | <i>Frank C Thoensen</i> |
| Thurmond, Etta H | 426 Fitch | R39812 | Vicksburg Vill 1 | Blk 2 | Lot 8 | <i>Etta H Thurmond</i> |
| Tillman, Lanelle | 1272 Victory | R60413 | VV 3 Victory | Blk 2 | Lot 2 | <i>Lanelle Tillman</i> |
| Treptow, Henry F. | 1436 Gloucester Pt | R41761 | Yorktown 1 | Blk 2 | Lot 3 | <i>Henry F Treptow</i> |
| Tunstall, Karl N & Betty M | 1407 DeGrasse Dr | R41786 | Yorktown 1 | Blk 3 | Lot 10 | |
| Urpse, Carl F & Katherine | 403 Fitch | R39818 | Vicksburg Vill 1 | Blk 3 | Lot 2 | <i>Carl F & Katherine Urpse</i> |
| Vincent, Vernice & Mary Marie | 438 Florian | R39840 | Vicksburg Vill 1 | Blk 3 | Lot 25 & pt 24, (3/4) | <i>Vernice Vincent</i> |
| WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1225 Victory | R60440 | VV 3 Victory | Blk 3 | Lot 14 | |
| WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1244 Victory | R60420 | VV 3 Victory | Blk 2 | Lot 9 | |

| | | | | | | |
|---|-----------------------|---------|------------------|-------|--------|-------------------|
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1221 Victory | R60441 | VV 3 Victory | Blk 3 | Lot 15 | |
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1224 Victory | R60425 | VV 3 Victory | Blk 2 | Lot 14 | |
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1228 Victory | R60424 | VV 3 Victory | Blk 2 | Lot 13 | |
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1277 Victory | R60427 | VV 3 Victory | Blk 3 | Lot 1 | |
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1248 Victory | R60419 | VV 3 Victory | Blk 2 | Lot 8 | |
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1233 Victory | R60438 | VV 3 Victory | Blk 3 | Lot 12 | |
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1273 Victory | R60428 | VV 3 Victory | Blk 3 | Lot 2 | |
| VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079 | 1213 Victory | R60443 | VV 3 Victory | Blk 3 | Lot 17 | |
| Walker, Uzell D & Margot F | 427 Florian | R39850 | Vicksburg Vill 1 | Blk 5 | Lot 2 | Margot F. Walker |
| Walters, Stanley | 502 Vickers | R603369 | Vicksburg Vill 2 | Blk 7 | Lot 6 | Stanley Walters |
| Wascom, Steve W. & Daisy Martle | 1256 Victory | R60417 | VV 3 Victory | Blk 2 | Lot 6 | Steve W. Wascom |
| West, Kay | 504 Vickers Circle | R503370 | Vicksburg Vill 2 | Blk 7 | Lot 7 | Kay West |
| Williams, Irene M | 1268 Victory | R60414 | VV 3 Victory | Blk 2 | Lot 3 | Irene M. Williams |

| | | | | | | |
|---|---------------------|--------|------------------|-------|---------------------------|-----------------|
| Winslow Enterprises, John P.O. Box 154, Weslaco, TX 78596-0154 | 1200 DeGrasse Dr | R60408 | VV 3 Victory | Blk 1 | Lot 1 | |
| Wolfe, M Rowland & Jo-Anne | 410 Vicksburg | R39828 | Vicksburg VIII 1 | Blk 3 | Lot 12 & pt 14, (N1/2) | M Rowland Wolfe |
| Young, Vince & Pat | 442 Yorktown | R41772 | Yorktown 1 | Blk 2 | Lot 14 | James D. Young |

RECORD Real Property
VOL. 1049 PG 154
RECORDING DATE

FEB 02 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

FEB 02 2000



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

FIFTH AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS

(Superseding and replacing all Prior Covenants, Conditions, and Restrictions)

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

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICKSBURG VILLAGE (all sections as described below) and Yorktown Phase 1 is made on the date hereinafter set forth with the approval of the Owners as evidenced by the execution of this Declaration by THE VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, a Texas non-profit corporation, for the purposes herein set forth as follows: Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; and Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31 of the Plat Records of Kerr County, Texas constitute the entire areal extent of Properties. Additional residential property and Common Areas, that are either contiguous or noncontiguous to the present areal limitations, may be annexed to Vicksburg Village with the consent of two-thirds (2/3) of the Lots assenting in person or by proxy at a meeting called for the purpose of such approval, notwithstanding anything to the contrary herein contained.

WHEREAS, the Vicksburg Village Homeowners Association ("VVHA") desires to ensure the preservation of the Subdivision and to maintain the Common Areas and desires to further subject the Subdivision to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each of the Owners thereof, and;

WHEREAS, the parties hereto, representing Owners of not less than seventy-five percent (75%) of the Lots desire to amend the restrictive covenants, conditions, and restrictions as evidenced by their signatures on the attached property roster;

NOW, THEREFORE, the VVHA and the Owners, as set forth on the attached property roster DECLARE that each and every Lot and Common Areas located in the Subdivision is and shall be held transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions easements, charges, and liens hereinafter set forth, which shall supersede and replace all prior Covenants Conditions, and Restrictions in every respect, to wit:

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) will have the following meanings:

(A) **ACC** means the Architectural Control Committee of the VVHA.

(B) **Association** means The Vicksburg Village Homeowners Association of Kerrville, Texas and is synonymous with the VVHA.

(C) **Board of Directors** and **Board** are synonymous and mean the Board of Directors of the VVHA, the election and procedures of which are set forth in the Articles of Incorporation and Bylaws of the VVHA. The Board of Directors shall be the elected body having its normal meaning under the TNPCA.

(D) **Common Area(s)** means the real property described as Block 1 (Clubhouse) Lot 13, Block 2 Lot 13, Block 3 Lot 13, Block 4 Lot 13, Block 5 Lot 13 and all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being a 3.64 acre tract out of Survey Numbers 1330 and 117, Abstract Numbers 1113 and 182, and being more particularly described by metes and bounds in legal description in Volume 866, Pages 221 to 224 of Special Warranty Deeds, all in Vicksburg Village, as shown on the Subdivision Plat recorded in Volume 5, Page 75, Plat Records of Kerr County, Texas, and all real and personal property leased, owned, or maintained by the VVHA for the common use and benefit of the Members of the VVHA.

(E) **Declaration** means this Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village Homeowners Association and any amendment and/or supplement hereto made in accordance with the terms hereof.

(F) **Living Unit** means a Single Family residence and its private garage, if any, situated on a lot, and is synonymous with residential dwelling.

(G) **Lawns** mean:

(1) **Approved lawns** means those Lots having lawns where the residential dwelling faces a street both back and front and said lawn is approved by the ACC

(2) **Front lawn** means that part of the Lot that is listed as the official Kerr County Appraisal District registration address of the Lot and is either the front part of each Lot from the lawn border of the street or sidewalk, if one is present, to the front of the Living Unit or the setback line, whichever is greater. Any side lawn adjacent to a street shall be treated as a front lawn for the area extending from the lawn border of the street or sidewalk, if one is present, to the side of the Living Unit or the setback line, whichever is greater.

(3) **Back lawn** means that part of each Lot not defined as a front lawn or as an approved lawn in (1) or (2) above

(H) **Lot** means any Lot shown or designated on the plat of land shown upon any recorded plat of the Properties but may be modified in areal extent by the recorded deed which shall prevail. Lot constitutes a wide range of entities and shall include, but not be limited to:

(1) **Developed Lot** means a Lot with the street on which it faces, opened and improved and with utilities installed and ready to furnish utility service to such Lot.

(2) **Improved Lot** means, with respect to any residential use Lot in the Properties, a Lot on which one or more structures or buildings, intended for occupancy or use, have been substantially completed and to which structure(s) utility service has been connected and/or initiated.

(3) **Unimproved Lot** is any Developed Lot that has been platted, but on which no structures or buildings intended for occupancy or use have been erected

(4) **Replatted Lot** means an unimproved or improved Lot that results from combining two adjacent Lots into one larger Lot that is shown on a plat, legally defined, and recorded in Kerr County records and the plat of the Subdivision. If the Lot is improved, one (1) residential dwelling may exist on the Lot.

(I) **Member** means all those Owners or entities who are members of the VVHA by virtue of being an Owner spouse of an owner or joint owner of a Lot as provided herein.

CC&R Ratification began 9-6-2005 with Bylaws - Recorded 9-19-2005 with Bylaws

(J) **Owner and Lot Owner** mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(K) **Properties and Subdivision** mean the above-described Properties known as Vicksburg Village, Vicksburg Village Section Two, Vicksburg Village Section Three and Yorktown Phase One and any property subsequently platted and annexed in accordance with this Declaration and that are subject to this Declaration or any Amended or Supplemental Declaration.

(L) **Prior Covenants** means the chronologic table of Covenants, Conditions, and Restrictions presented immediately following Article V of this Declaration.

(M) **Single Family** means and refers to a Single Family related by blood, adoption, or marriage.

(N) **Subdivision Plat** means those plats defined in Article V, Section 6, Areal Limitations

(O) **TNPCA** means the Texas Non-Profit Corporation Act.

(P) **VVHA** means the VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION of Kerrville Texas, a Texas non-profit corporation, its successors and assigns as provided for herein.

(Q) **Zero Lot line attached** means the location of living units that may have a common wall or walls located on a Lot line, or the location of building(s) on a Lot in a manner that one or more building edges rest directly on a Lot line, or Lots specifically designed to allow living units to be built on adjacent Lots so that such buildings have a common wall located on a property line.

ARTICLE I

PURPOSE

All properties within the Subdivision are encumbered by this Fifth Amended Declaration of Covenants, Conditions and Restrictions (CC&R's) for the ASSOCIATION for the following reasons: to ensure the most advantageous and desirable use of the Properties; to protect Lot Owners against improper use of adjoining, adjacent, and nearby surrounding Lots; to preserve, in so far as feasible, the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned structures; to guard against the use of improper or unsuitable materials in construction; to encourage and secure the erection of attractive improvements on each Lot in appropriate locations; to secure and maintain proper setbacks from streets; to maintain adequate free space and, in general, to provide for maintenance of good quality.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be built, altered or permitted to remain on any Lot, other than one Single Family residential dwelling not exceeding two (2) stories in height. The dwelling may have:

(A) a fully enclosed garage which may be attached or detached from the main dwelling. The garage shall be limited in size for not more than three (3) cars,

(B) bona fide servants' quarters, which shall be a part of the residential dwelling. The residential dwelling structure may be occupied by members of the family occupying the residential dwelling and by domestic servants employed on the premises. No room(s) in the residential dwelling shall be rented. None of the foregoing shall preclude the main residential dwelling structure from being leased or rented in its entirety as a single residence to a Single Family or person.

Section 2. Nonresident Owner and Resale Certificate Requirements. If a person or persons other than the Owner of an Improved Lot occupy the residential dwelling on said Owner's Lot as a primary residence, the

CC&R Ratification began 9-6-2005 with Bylaws - Recorded 9-19-2005 with Bylaws

Owner shall deliver a complete copy of this Declaration and then current Bylaws to the occupants at least fifteen (15) days prior to the planned occupancy. The Owner and occupant or occupants shall agree to be bound by all the provisions of this Declaration and then current Bylaws by affixing their signatures to a form promulgated and provided by the VVHA. Said signed agreement form shall be submitted to the Secretary of the VVHA within fifteen (15) days of occupancy. Violation of or noncompliance with this Section may be enforced as provided in Article IV and Article V of this Declaration and Article 2 of the VVHA Bylaws.

In the event an Owner sells a Lot and/or residential dwelling in the Subdivision, said Owner shall notify the VVHA Secretary in writing within five (5) days of the sale. The Secretary of the VVHA shall provide any requested information relating to the sale by completing Texas Real Estate Commission (TREC) forms 37.1 and 01A, or the then current similar forms of the TREC, to meet requirements of the Texas Property Code (207.003).

Section 3. Requirements for Ownership and Residents. The Properties and Subdivision is intended and shall be a community providing housing for persons 55 years of age or older. No Owner shall be less than fifty-five (55) years of age; provided however, that in the event a Lot is owned by husband and wife, as tenants by the entirety, compliance with this Section shall be deemed satisfied where at least one of the spouses shall be at least fifty-five (55) years of age. The Board shall publish and adhere to rules and procedures that demonstrate this intent by observing published rules, completing reliable surveys, and providing affidavits by which the Secretary of the Association can provide verification that there is compliance with said intent. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of verifying the intent to provide housing for older persons. This age requirement for ownership shall not apply to an Owner who purchases a Lot as a residence for his or her relative(s) which relative(s) meets the age requirements of this section. No occupant of housing in the properties and Subdivision shall be under the age of eighteen (18) years. Any resident's guest under the age of eighteen (18) years may visit for periods of time not to exceed thirty (30) days per calendar year. Builders shall be exempt from this section if a Builder owned Lot is sold to another Builder; however, any successor in title of a Builder shall be subject to the requirement of ownership and occupancy set forth herein. Notwithstanding the terms of this provision the Association intends to comply with the Housing for Older Persons Act, as may be amended from time to time (42 U.S.C. 3607, et seq.)

Section 4. Architectural Control.

A. The Architectural Control Committee: In order to protect the overall integrity of the Subdivision as well as the value of all Owners' improvements, an Architectural Control Committee ("ACC") is appointed by the VVHA Board of Directors and consists of not less than five (5) members. Members of the ACC will serve for a two (2) year term. The member(s) shall be appointed at the first regular Board meeting after the annual meeting of each every year as follows: In the year this amended Declaration is ratified the Board shall appoint three (3) members to the ACC for one (1) year and two (2) members for two (2) years. In subsequent years, the number of ACC members appointed will equal the number of expired term(s) for that year. No member may serve more than one term consecutively on the ACC. The VVHA Board of Directors shall fill any vacancy in the ACC by a vote of two-thirds (2/3) of the total Board membership. The VVHA Board of Directors may remove and replace any member by a vote of two-thirds (2/3) of the total Board membership.

B. Architectural Control Committee Specifications: The ACC shall formulate and publish ACC specifications that comprehensively define the requirements for paragraph C of this section 4. A copy of such specifications will be furnished to Owners upon request. A specification requires approval by majority vote of the ACC membership for passage, amendment, or rescission. Such specifications formulated by the ACC and all changes to them, must be approved by the Board by a vote of two-thirds (2/3) of the total Board membership prior to publication and implementation. The Board shall approve the said specifications as a collective group. The ACC shall develop a water conservation policy for the VVHA and review said policy on an annual basis.

C. Owner Responsibilities and Penalties: The Owner or Builder of any Unimproved or Improved Lot shall submit plans for any new construction, changes on a completely Improved Lot, improvements to the exterior of a completed structure, or changes in landscaping appearance of an Improved Lot to the ACC for approval. The request for approval must be written and sent via the U.S. Mail to the Secretary of the VVHA. The postmark of that letter will begin the time period of twenty-one days (21) for the ACC to reply to the request. The request for approval of the changes desired on said Lot must include the following information:

a. For new building construction: Finished floor and ground elevations, exterior elevations, exterior finish notations including paint color, and a plat or site plan showing easements and building location on the Lot and location of any fence, sidewalk or other structure to be installed in conjunction with the new construction. Repainting the exterior of a new addition to an existing structure in the same colors as the existing structure does not require ACC approval.

b. For building remodeling: Finished floor and ground elevations and exterior elevations if changed from the original building; notation of any changes to exterior finish including exterior paint color. Interior remodeling is an exception.

c. For landscaping: A plat showing location and type of botanical planting including grass, shrubs, trees, rock or any material planned for initial landscape; a plat showing any desired changes to original landscaping. This covenant pertains to Front and Approved Lawns, but not Back lawns.

d. For irrigation systems: A plat showing the location and type of sprinkler heads, location of main water line to solenoid valves or other type of control system, location of solenoid valves and location of distributing lines from solenoid valves or other type of control system to sprinkler heads. Such irrigation plats shall be included with each new building construction plan(s) submitted to the ACC and shall be subject to ACC approval.

If the Owner or Builder fails to submit such plans for new construction or improvements on a Lot to the ACC for approval, the Board, in its sole discretion, may levy a fine not to exceed two-hundred dollars (\$200) per day beginning on the day any improvement is initiated on the said Lot, and continuing until a plan is submitted to the ACC for approval. Article IV and Article V of this Declaration and Article 2 of the Bylaws will enforce and govern this action.

D. Architectural Control Committee Responsibilities and Authority:

a. The ACC shall be responsible for insuring that all covenants in this section of the Declaration are complied with during the day-to-day operation of the Association. The ACC shall review and ensure that all improvements within the Subdivision are architecturally, aesthetically, ecologically, and environmentally designed to be compatible with the existing Subdivision and with all other improvements in the Subdivision and that they be in harmony with their natural surroundings.

b. The ACC shall review all plans that are submitted and shall consider the location of common areas, easements, and Lot boundaries with the Builder in its review when considering new construction for approval.

c. The ACC shall have full authority to utilize its sole discretion in approving or disapproving any plans and specifications that are submitted. A majority of the votes cast by the ACC is required for approval. Each member of the ACC that is not on extended absence from Vicksburg Village [absent for longer than fourteen (14) days] must be afforded the opportunity to vote on each ACC issue.

d. All voting actions of the ACC must be documented and retained in the VVHA files. The ACC may disapprove the construction or design of any improvement on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision or to preserve the serenity and natural beauty of any surroundings.

e. In the event the ACC fails to rule upon submitted plans or to request additional information reasonably required within twenty-one (21) days after submission, approval will be deemed

granted. Any request by the ACC for additional information from the Owner must be requested within the twenty-one (21) day period.

f. Prior approvals and/or disapprovals of the ACC pertaining to any improvement, activity, or matter of design or aesthetics shall not be deemed binding upon the ACC. In the event of later requests for approval of the same or similar improvement, activity or matter, if the ACC determines that the repetition of such activity or matter will have an adverse effect on the Subdivision, the ACC shall have the express power to construe, to its satisfaction, any covenant, condition, or restriction herein that may be capable of more than one interpretation in order to reject or approve the same or similar request. The approval, or failure to approve, by the ACC shall not be deemed to constitute any warranty or any representation of any kind by the ACC including, without limitation, any warranty or any representation relating to fitness, design or adequacy of any proposed construction or compliance with applicable statutes, codes, and rules.

g. The ACC, with approval of the Board, shall have the authority to employ professional consultants at the expense of the VVHA to assist it in performance of its duties. The decision of the ACC shall be conclusive and binding upon the applicant, however, the applicant, and only the applicant, may appeal the ACC decision to the Board. The appeal must be in writing and sent to the Secretary of the VVHA by U.S. Mail. The Board must provide a ruling on the appeal within fourteen (14) days of written notice by the Owner. The postmark of the written notice by the Owner shall begin the fourteen (14) day period.

h. The Board, in its sole discretion, may disapprove any decision of the ACC. Such action by the Board must occur within 10 days of the specific ACC approval decision for that particular application. An Owner may appeal this decision by the Board by resubmitting the application in the same or similar form to the ACC for reconsideration within fifteen (15) days of the Board decision of disapproval. On any specific application, only one appeal of this type of Board disapproval is permitted.

i. A majority of the members of the Board is required to approve or disapprove the decision of the ACC on any specific project. The decision of the Board will govern and is final.

Section 5. Minimum Square Footage within Improvements. For any new construction within the Subdivision, the living area on the ground floor of the residential dwelling (exclusive of porches, garages and servants' quarters) shall be not less than sixteen hundred (1600) square feet for a one-story dwelling. The total living area for a multi-story Living Unit shall be not less than eighteen hundred (1800) square feet.

Section 6. Location of the Improvements upon the Lot.

A. Setback Lines. The setback lines indicated on the Subdivision Plat shall establish all setbacks for buildings and other improvements. In the absence of any indication on the plat, then any and all such setbacks shall be established by the then applicable Ordinances of the City of Kerrville, Texas.

B. Zero Lot Line - Detached. Improvements may be constructed so as to have one outside wall abutting the side property line designated as the zero setback line for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the ACC. Corner Lots may have a zero setback line opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall be located on the Lot in accordance with the then applicable Ordinances of the City of Kerrville, Texas, and with the approval of the ACC. Walls on a zero setback line may have openings (such as windows of any type and doors of any type) if such wall(s) face onto a common area(s) or easement(s) if such openings are permitted by the then applicable Ordinances of the City of Kerrville, Texas and are approved by the ACC. The sidewall of the Living Unit or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material in accordance with the applicable Ordinances of the said City of Kerrville, Texas and approved by the ACC. The Owner of any adjacent Lot shall not attach

anything to the side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, e.g., structure, color, material or otherwise, a side wall or fence located upon a zero setback line without the written approval of the ACC. Either Owner of adjacent Lots may submit plans and a request for construction of or change of said structures to the ACC, but the Owner initiating the request must submit a written copy of the request to the ACC to the adjacent Owner by US Mail on the same day the request is submitted to the ACC. The approval process shall follow all procedures according to Article 2, section 4 of this Declaration.

C. Zero Lot Line - Attached. Improvements may be constructed on two adjoining Lots each abutting the common zero lot line.

Section 7. Adjoining Lots and Resubdivision.

A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the ACC.

B. Resubdivision of Lots. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each Lot resulting from such resubdivision shall have a minimum width of not less than thirty-two (32) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided Lot having the minimum Lot width aforesaid. Any such resubdivision must be approved by the ACC.

Section 8. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Placement of any structures of any kind upon said easements is prohibited. Any non-structural improvements, shrubbery, trees, flowers, or landscaping of any type, within or affected by said easements, are placed at the sole risk of the Owner. The VVHA shall not be held liable for any damage done to non-structural improvements, shrubbery, trees, flowers, or landscaping of any type in any circumstance. Further, all Lots and Common Areas adjoining Lots with improvements situated on the zero setback line shall be subject to a four (4) foot easement for the construction, repair and maintenance of improvements located on the zero setback line of the adjacent Lot (excepting where common or abutting walls exist).

Section 9. Prohibition of Trade and Offensive Activities. No Lot, or any improvement(s) thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Lot any appearance of a commercial or nonresidential use. Sales of goods (garage sales) may be permitted but not to exceed one (1) such sale per calendar year per household with a maximum duration of two (2) consecutive days for the sale.

Section 10. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence.

Section 11. Storage of Automobiles, Boats, Trailers and Other Vehicles. The Board shall enforce restrictions governing parking of trailers, inoperative automobiles, or recreational vehicles (including pickup trucks with camper attachments) on Owners' Lots, the Common areas, and Public Street parking in conjunction with the ordinances of the City of Kernville. No trailers of any kind, inoperative automobiles, or recreational vehicles of any kind including pickup trucks with camper attachments shall be parked in the common area parking Lots, in an Owners' driveway or forward of the Owners' front building line more often than one period

not to exceed a forty-eight (48) consecutive hour time period during any seven (7) day span of time. The consecutive time period shall be interpreted to mean continuous time even though the vehicle may be moved slightly or be absent for a short period of time.

A. An exception may be made in that instance in which the vehicle is the primary means of transportation of the Owner providing that the bumper to bumper length of primary transportation vehicles shall not exceed 222 inches (18.5 feet.) If a member owns a recreational vehicle and desires to be granted an exception to this section, the member must notify the Board in writing of such request and specifically describe the vehicle that is the primary means of transportation. The Board may grant an exception for one calendar year after which the exception will expire. The Owner may reapply for an exception under the same terms as described above in this section.

B. An exception may be made for automobiles, pickup trucks (including camper attachments), or sport utility vehicles if the vehicles are of bumper to bumper length not exceeding 222 inches (18.5 feet) and are the primary vehicle of the guest(s) of an Owner. In that instance, the time for parking in the common area parking Lots, in an Owner's driveway or forward of the Owner's front building line will be governed by Article V, Section 4 of the Declaration.

Long term storage of the above-named trailers and vehicles is permitted on Subdivision and Properties only within garages or structures approved by the ACC. No Owner or person may park on any city street within the Subdivision any truck, van, bus, recreational vehicle, trailer, or other vehicle, or any combination of such vehicles and/or trailers, that exceeds twenty-two feet (22) feet in measurement from the front bumper to the rear bumper, exclusive of grill guards; or if the item is a trailer, twenty-two (22) feet in length measured from front hitch to the rear bumper. (City of Kerrville Ordinance No. 97 05.)

Section 12. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, windmills, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick of any kind or other structures designed for the use of boring for oil, water, or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 13. Animal Husbandry. The Board shall enforce restrictions governing animals, livestock or poultry of any kind that are intended to be kept as house pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animal is kept. All pets must be on a leash that is in the hand of an Owner or occupant and controlled by the Owner or occupant at all times when outside of the enclosed home structure of the Owner. In the event that prior to the ratification of these CC&R's the ACC had approved an Owner's request for a back yard fence intended to confine a dog, the hand-held leash requirement shall not apply to the dog for which the fence was constructed. The leash requirement will apply, however, to any new pet acquired by the Owner subsequent to the effective date of the ratification of the these CC&R's. The Owner of an animal shall be responsible for the prompt cleanup or removal of any droppings of that animal. A dog run is prohibited. If two or more members send written complaints to the Board about a specific animal, the Board shall investigate the complaint(s). If the Board finds that the complaints are valid and the animal poses either a nuisance or a physical threat to other members or their animals, the Board shall take action to fine the member/owner housing the offending animal and initiate action to have a City of Kerrville ticket issued under Kerrville animal nuisance ordinance to the Owner or keeper of the offending animal; or have the animal removed from the areal limits of the Association. The Board shall be authorized to initiate court action under this section. This section shall apply to an animal either owned by the member or giving domicile to an animal owned by another party and being given domicile by the member.

Section 14. Walls, Fences and Hedges. No wall, fence or multiple shrub hedge higher than four (4) feet shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. However, a retaining wall may exceed six (6) feet in height on

CC&R Ratification began 9-8-2005 with Bylaws - Recorded 9-19-2005 with Bylaws

a Lot or adjacent Lots if approved by the ACC when considering safety, environmental, or aesthetic factors. No wire or chain link fence type of construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by the builders or their assigns, shall pass in ownership with title to the Lot. It shall be the Owner's responsibility to maintain and cover expenses for said wall, fence or hedge thereafter. No walls, fences and/or hedges shall be erected or maintained on any Lot within the Properties herein without the prior written consent of the ACC. If an Owner desires to revise or remove a wall, fence or multiple shrub hedges, the plan must be submitted to the ACC according to the requirements of this Declaration. Any wall, fence or multiple shrub hedge that has been erected and established prior to the ratification of this amended Declaration shall be excluded from this ACC consent requirement. However, it shall be the Owner's responsibility to maintain and cover expenses for any excluded said wall, fence or hedge thereafter. To qualify for this exclusion, an Owner shall submit a brief structural and legal Lot description of the existing wall, fence or multiple shrub hedge to the Secretary of the VVHA within 60 days of ratification of this amended Declaration. Records of such exclusion shall be maintained in the VVHA office records.

Section 15. Storage of Materials; Accumulation of Trash, etc. All Lots must comply with the requirements of the City of Kernville Ordinances. The use of any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon is prohibited. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of violation of any of the above provisions on the part of the Owner or occupant of any Lot and in the event such violation continues ten (10) days after written notice to the owner or occupant thereof by U.S. Mail to the registered address of the Owner (3.5.3 under the Bylaws), the VVHA may obtain a court order to have the violation corrected. In that instance, the VVHA or its assigns may without any liability in trespass or otherwise for so doing, enter upon said Lot and remove or cause to be removed such garbage, trash and rubbish, or take any other action necessary to secure compliance with this Declaration and to place said Lot in a neat, attractive, healthful and sanitary condition. VVHA shall assess the Owner or occupant of such Lot for the actual cost of such work plus all costs and fees related to said removal. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such costs or assessments immediately upon receipt of the assessment from the VVHA. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall become a lien on such Lot as required herein.

Section 16. Signs, Advertisements, Billboards. The Board shall enforce restrictions for the size, display, and maintenance of all signs on Common areas, Improved Lots and Unimproved Lots. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except advertising the property for sale and according to the following provisions:

A. Improved Lots. An owner of an Improved Lot may, either personally or through a designated agent, advertise that Improved Lot as being for sale. The sign shall be no more than two and one half feet square (2½ by 2½ feet) and may be placed on that part of the house exterior closest to the street or on the Front Lawn no closer than ten (10) feet from the street that faces the Front Lawn. Regardless of the number of streets adjoining the Improved Lot, there shall be no more than one (1) sign on any one Improved Lot.

B. Unimproved Lots. An owner of an Unimproved Lot may, either personally or through a designated agent, advertise that Lot as being for sale. The sign shall be no more than two and one half feet square (2½ by 2½ feet) and shall be placed no closer than ten (10) feet from the street. Regardless of the number of streets adjoining the Unimproved Lot, there shall be no more than one (1) sign on that Lot. If the Owner of an Unimproved Lot selects a real estate agent to advertise and sell his Lot(s), the real estate agent must provide the VVHA with documented written proof that he, the agent, is acting under the authority of the titled owner(s) of the Lot(s) and that said proof identifies the titled owner. The proof must be provided to the Secretary of the VVHA in writing before any signs are erected or posted. In the absence of such proof, all unauthorized signs will be removed by the VVHA.

Section 17. Contractor/Builder Use of Storage Area or Model Home. Notwithstanding anything to the contrary herein contained, a builder who owns property in the Subdivision subject to this Declaration may maintain on each owned Lot, a storage area, a builder model unit, and one (1) for sale sign not larger than two and one half feet square (2½ by 2½ feet). When the Lot is sold, the Builder must remove signs and storage areas from the Lot within ten (10) days of closing.

Section 18. Antennae. No microwave dishes, radio (citizen bands or otherwise) or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are designed to receive satellite television, radio analog, or digital signals of any kind and are one (1) meter or less in diameter or diagonal measurement, which the Owner shall screen from view as much as possible without impairing the installation, maintenance or use.

Section 19. Underground Electric Service. An underground electric distribution system will be installed on the Properties. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) such connections and metering equipment on and about the Lot to the satisfaction of the electric power company furnishing service. For so long as underground service is maintained, the electric service to each Lot therein shall be underground, uniform in character and, at minimum, of the type known as single phase, 120/240 volt, three wires, 60 cycles, alternating current.

Section 20. Maintenance of Zero Lot Line Attached Buildings. The Owner of each Zero Lot Line Attached Building shall continue to be responsible for maintenance of and repairs to roofs, glass in windows and doors, and for all interior and structural matters, as well as party walls, interior plumbing, electrical and foundation maintenance and repairs. Each wall and roof which is built as a part of the original construction of any Zero Lot line Attached Building upon the Properties and placed on the dividing line between Lots shall constitute a common wall and roof, and, to the extent consistent with the provisions of this Article, the general rules of applicable law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 21. Sharing of Repair of Zero Lot Line Attached Buildings. The cost of reasonable repair and maintenance of a common wall (party wall) or roofs shall be shared equally by the Owners who make use of the wall and roof.

A. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the other Owner thereafter makes use of the wall or roof, that Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for Zero Lot line Attached Buildings, the total exterior of both Properties must be completely restored to their comparable condition existing before the destruction that resulted from fire or other casualty.

B. Weatherproofing. Notwithstanding anything to the contrary herein contained, an Owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements or of repairs occasioned by such exposure.

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

D. Settling of Disputes. In the event of any dispute arising concerning a common wall or roof, or any other circumstance under the provisions of this Section 21, VVHA shall have full and complete authority in considering and settling said dispute. The decision of VVHA Board of Directors shall be final.

Section 22. Responsibility for Care of Lawns and Common Areas. VVHA shall be responsible for design approval, water and water policy, maintenance, and upkeep of all Common Areas and for Front and Approved lawns (as defined herein). For Front and Approved lawns, maintenance shall be limited to:

- A. Lawn care such as cutting, trimming, fertilizing, and watering; and to the trimming of shrubs ranging in height from one (1) foot to five (5) feet, and,
- B. The operation, repair, and management of the sprinkler systems on defined front and approved lawns.

These Common areas and Front and Approved lawns shall be planted with grass unless an alternative ground cover is approved by the ACC. Maintenance conditions and restrictions shall be defined and managed through rules established in accordance with Article 6 of the Bylaws. The conditions and restrictions of this section shall permit the Board, in its discretion, to consider watering and lawn maintenance policy taking into account water costs, water restrictions imposed by a government agency, or costs of general maintenance of the defined lawns when establishing rules as permitted by Article 6 of the Bylaws.

Section 23. Other Activities and Uses. The following activities and uses are prohibited within the Properties:

- A. Noxious or offensive activity of any sort, or any activity or use that may be or become an annoyance or nuisance to the neighborhood.
- B. Maintenance or repair of any vehicles, boats, motorcycles, or trailers in public view. An exception is granted to an Owner washing or polishing his primary vehicle in the garage or driveway.
- C. Drying of clothes, or the storage of lawn and/or yard equipment, where exposed to public view. Such activity or storage is permitted, however, within enclosed garages even though exposed to public view when the garage door is open.
- D. Any activity including but not limited to the use, construction or maintenance of any structure which violates, in any way, any law, statute, ordinance, regulation, or rule of any Federal, or applicable State, County, City or other governmental entity.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Upon the purchase of a Lot, every Owner of a Lot or Lots in the Properties shall become and remain a Member of the VVHA. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Any person or entity shall be a Member of the Association by virtue of being an Owner, spouse of an owner or joint owner of a Residential Unit.

Section 2. Owners are entitled to one vote per Lot owned. The Vote for such Lot shall be exercised as the Owner determines, but in no event shall more than one vote be cast with respect to any such Lot. Fractional votes on any Lot are prohibited.

Section 3. Meeting and Voting. The manner of meeting and voting by VVHA shall be governed by the Bylaws.

Section 4. Board of Directors. VVHA shall have a Board of Directors composed of members specified in Article 2.1 of the Bylaws, but not less than (3) members; (TNPCA, Article 1396 - 2.12-A.) The Bylaws of VVHA shall specify the procedure for nomination and election of Directors, as well as the terms to be served by the respective Board members. The powers of the Board of Directors shall be as provided in the Texas Non-Profit Corporation Act, the Articles of Incorporation, and the Bylaws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Upon acceptance of deed(s) of a Lot(s), the Owner(s) of said Lot(s), whether or not it shall be so expressed in such deed(s), agree(s) and covenant(s) to pay VVHA all the following assessments levied upon their Lot(s) in accordance with this Declaration. All sums assessed as provided for in this Declaration but unpaid, together with interest, costs of collection and reasonable attorney's fees, shall be a continuing lien and charge upon the Lot against which such assessment is made and shall bind and be continuing upon such Lot. Each assessment, together with interest rates on said assessments, not to exceed twelve percent (12%) per annum, costs and reasonable attorney's fees, shall also be the personal and continuing obligation and debt of the Owner(s) of the Lot at the time when the assessment falls due until paid in full.

Section 2. Types and Purpose of Assessments.

A. General Assessment: For the purpose of maintaining certain Owners' property and Common Areas including, but not limited to as follows:

- a. Compliance with the intent of this Declaration and herein defined responsibilities of the VVHA.
- b. The promotion of the recreation, health, safety and welfare of the Owners of the Properties.
- c. The maintenance, care, and improvements of the Common Areas for which the VVHA herein takes responsibility.
- d. The maintenance of all Front lawns and Approved lawns in the Subdivision and the private utilities and structures in the Subdivision for which VVHA has assumed maintenance responsibility hereunder in accordance with current VVHA rules and the maintenance plan prepared by the VVHA.
- e. Provision for the operation and maintenance of the Clubhouse for the benefit of the Owners.

B. Clubhouse Purchase Assessment: A Clubhouse purchase charge that was established in order to distribute equally to each Lot the initial acquisition costs of the Clubhouse.

C. Special Assessments: For capital additions or for repayment of funds borrowed and used in payment of capital additions. Such assessments shall be established and collected as hereinafter provided.

Section 3. Determination of Assessment Amounts and Changes Thereto.

A. General Assessment: The General Assessment will be changed by the VVHA from time to time as deemed necessary by projections of the anticipated costs of fulfilling its responsibilities and obligations in meeting the requirements of this Declaration. VVHA shall not be entitled to any handling or service charges but shall be entitled to include in said General Assessment the anticipated actual cost of such services including compensation paid to contractors or VVHA employees authorized by the Board. In fixing the amount of the General Assessment, the Board may consider reasonably anticipated depreciation, improvements, necessary replacement and repair of capital assets. The Board may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefor, provided, nevertheless, that any increase in the General Assessment, including allowances for depreciation, replacement or repair of capital assets or improvements may not exceed an increase in the General Assessment amount of more than fifteen per cent (15%) per calendar year the specific amount to be set by the Board.

B. Clubhouse Purchase Assessment: A one-time assessment charge of \$750 per each Improved Lot.

C. Special Assessments: Notwithstanding anything to the contrary herein contained and in addition to the General Assessment and the Clubhouse Purchase Assessment authorized elsewhere VVHA may levy, in any calendar year, one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of capital additions such as the cost of any construction or reconstruction of a capital improvement upon the Common Areas or the Clubhouse, including fixtures and personal property related thereto. This Declaration authorizes a dollar amount of the Special Assessment as defined in Article 2.9 of the Bylaws. Any such Special Assessment, if levied by the Board, shall have the assent of sixty-percent (60%) of the votes cast by Members who are voting in person or by proxy at a meeting called by the Board for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Section 3-C. Written notice of any meeting called for the purpose of taking any action authorized under Section 3-C shall be mailed (by U. S. First Class mail) to all voting Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present no meeting will take place. A notice in like manner for another meeting may be issued within sixty (60) days. At said second meeting, the presence of Members in person or by proxy entitled to cast fifty-one percent (51%) of the votes shall constitute a quorum. If a second meeting fails to achieve a quorum as defined in this section, the Board may call successive meetings every 90 days for consideration of the same Special Assessment. No other business may be considered at a successive meeting. The required quorum for any successive meeting shall be the presence of Members in person or by proxy entitled to cast fifty-one per cent (51%) of the total voting membership.

Section 5. Determination of Applicability of Assessments and Fines.

A. General Assessment: The full General Assessment shall be uniformly applicable to each Improved Lot in the Properties except those Improved Lots owned by builders. The date on which the improvements on an Unimproved Lot have "been substantially completed" and the Lot becomes an Improved Lot subject to the full General Assessment shall be determined by the Board. The Board, at its sole discretion, shall determine what percentage of the General Assessment shall be levied monthly on builders and owners of Unimproved Lots until the Lot is determined to be an Improved Lot not owned by a builder. The levy on a builder-owned Lot may be deferred and considered an accrued liability on said Lot payable upon sale of the Lot.

B. Clubhouse Purchase Assessment: The one-time assessment of \$750 shall be applied to any new Owner by the VVHA at the time of initial purchase closing of the first sale of an Improved Lot.

C. Special Assessments: Special Assessments shall, except as herein provided to the contrary, be uniformly applicable to each Lot in the Properties with the exception of Lots owned by the builders.

D. Member Charge: The Board is authorized by this Declaration to levy fines for violations of this Declaration and/or the Bylaws. The amount of the fine will be established by the Board under the provision of Article 2 of the Bylaws. Article III of this Declaration shall apply if the fine is not paid. A foreclosure sale is prohibited if the Association has assessed the fines and there are associated attorney's fees incurred by the Association when assessing said fines. (Texas Property Owners Protection Act 209.009. An Owner's easement of enjoyment may be suspended under Article V, Section 3, Paragraph B of this Declaration in conjunction with or in lieu of a fine

Section 6. Collection of Assessments.

A. General Assessments: General Assessments shall be payable as applicable by Owners on a monthly basis on the first day of each calendar month unless VVHA shall determine that said Assessment shall be payable on a quarterly basis on such dates as VVHA shall designate. Payment of all deferred assessments on builder owned Lots becomes due in full from builder immediately upon the

first sale of either an Improved or Unimproved property to a new Owner, such deferred assessments to be paid at closing.

B. Clubhouse Purchase Assessment: A new Owner shall pay the one-time assessment of \$750 to the VVHA at the time of initial purchase closing of an Improved Lot. A re-platted Lot shall be assessed for one Lot.

C. Special Assessments: Special Assessments shall be paid on or before the date specified by the Board in view of the urgency of the purpose for which the Special Assessment is established.

Section 7. Date of Commencement of Changes in General Assessment. Changes in the amount of the General Assessment shall take effect on the first day of the calendar month beginning next after the expiration of ninety (90) days from the date of passage of such change.

Section 8. Effect of Nonpayment of Assessments; Remedies of VVHA. The Board may, upon request without any liability for doing so and for reasonable charge, furnish a certificate signed by an officer of the VVHA setting forth whether the assessments on a specified Lot have been paid and the amount of delinquencies, if any. The Board shall not be required to obtain Owner(s) permission for such certificates but may deliver such certificates to any party who, in the Board's judgment, has a legitimate reason for requesting it. The process for this action should follow the rules of Article 2 of the Bylaws as authorized by this Declaration.

Any assessments not paid within thirty (30) days after the due date shall incur late charges at a rate not to exceed twelve (12%) percent per annum from the date due until paid. The specific rate may vary and shall be established by the Board. This Declaration restricts change in interest rate under this section to be made only twice (2) per calendar year. The VVHA may bring action at law against the Owner(s) personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Clubhouse or by abandonment of their Lot. Further the powers and enforcement granted to the Board in this paragraph shall be cumulative of and shall be in addition to all other lawful remedies and powers of the VVHA.

Section 9. Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be superior to all other liens and charges against said Lot except only for federal, state and county tax liens, liens for purchase money and/or construction financing and all sums unpaid on a first deed of a trust lien of record, which liens for such purposes shall be superior to the assessment lien herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind a mortgaged property and be secured by an assessment lien as herein provided. To evidence the assessment lien, the Board may prepare a written notice of an assessment lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by said lien and a description of the Lot. Said notice shall be signed by an Officer of or the Attorney for the VVHA and shall be filed and recorded in the office of the County Clerk of Kerr County, Texas. Except as otherwise provided herein, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the said lien therefor but said lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The VVHA, the City of Kerrville or any Owner shall have the right to 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 this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Interpretation, Severability of Provisions, and Construction. If this Declaration or any word, phrase, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. This Declaration is intended to be a dedicatory instrument as defined in Texas Property Code 202.001 (1). Invalidity of any one (1) or more of these covenants, conditions, or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect. If any punctuation, word, phrase, clause, sentence, or provision necessary to meaning validity, or effect to any other word, clause, phrase, sentence or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The covenants, conditions, and restrictions of this Declaration shall be liberally construed to give effect to their intended meaning.

Section 3. Owners' Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to any Common Areas, including the Clubhouse (when full General Assessment is paid), which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

- A. A right of the VVHA to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the Common Areas.
- B. A right of the VVHA to suspend the voting rights of an Owner and use of any recreational facility including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a period not to exceed sixty (60) days for any single infraction of its published rules, during which any assessment or fine against subject Lot or Owner remains unpaid. A right of the VVHA to suspend the voting rights of an Owner and use of any recreational facility, including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a six (6) month period within any twelve (12) month span of time for a repeated infraction of its published rules and regulations. Such suspensions require a majority vote of the Board.
- C. A right of VVHA to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners as herein provided. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Lot owners agreeing to such dedication or transfer has been filed and recorded in the Official Public Records of Real Property of Kerr County, Texas.
- D. A right of VVHA to collect and disburse funds as set forth in Article IV.

Section 4. Delegation of Members Rights and Use. Restrictions for the delegation and or sharing of the rights of enjoyment of VVHA common areas and facilities, including the usage of common areas and facilities are authorized and shall be enforced. Common Areas, the Clubhouse, and residences in Vicksburg Village are intended primarily for the use of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot may share the right of use of these facilities with guests subject to the following restrictions:

- A. Common areas and their facilities, (including the Clubhouse) may be shared with guests* of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Such shared rights to any guests shall not exceed thirty (30) days per calendar year.
 - * "Guests" are defined as visitors (relatives or friends (excluding children or grandchildren)) of the Owner member, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot but should not be construed to include organized groups such as political groups or organizations, church groups or organizations, charity organizations, or fraternal organizations such as lodges, etc.
- B. An Owner's residence may be shared with children and/or grandchildren (blood related or adopted children or grandchildren) for an unlimited period of time. In such an instance, the Owner shall notify the Board and provide any requested information with the intent of remaining in compliance with Article II, Section 3 of the CC&R's. Non-family related guests of an Owner may share the Owner's residence for up to thirty (30) days per calendar year. All guests sharing a member Owner's residence may also

use the common areas and facilities (including the clubhouse), but must be accompanied by a member Owner, tenant, or contract purchaser at all times while using the Clubhouse

C. To implement and manage some of the rights of enjoyment and usage described in Article V, Section 3 and 4 of this Declaration and in particular to ensure the efficient operation and use of the clubhouse, the Board shall establish The Clubhouse Use Committee. The policies for clubhouse reservations shall be recommended to the Board by this committee and if approved by the Board shall be implemented by the Clubhouse Use Committee. Violations of such rules by any Member are subject to a Member charge as authorized by this Declaration as defined in 2.8.8 of the Bylaws. Only the kitchen area of the Clubhouse may be reserved by Members except in those instances that meet the following conditions:

- 1 The requested exclusive use of the Clubhouse social area and kitchen does not conflict with any other scheduled Member event (or the participants in such scheduled event agree to reschedule their event).
- 2 The advance time requirement for application of exclusive use of the Clubhouse shall be established by rules promulgated and published by the Clubhouse Use Committee as authorized and defined under Article 6 of the Bylaws.
- 3 The Board approves the exclusive use by a Member function that in the Board's opinion would not lend itself to sharing with Members that are not part of the function that is requesting exclusive use.
- 4 Exclusive use, if granted by the Board, can be no longer than one (1) eight (8) hour period.
- 5 The exclusive use function meets all other criteria for Clubhouse use such as those set out in Article V, Section 4 of this Declaration and all rules for Clubhouse use.
6. No participants in an exclusive use function will be allowed in the swimming pool area.

Section 5. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Lots in the Subdivision. This Declaration may be amended by an instrument approved by the Lot Owners of not less than sixty percent (60%) of the Lots within the Subdivision. No person shall be charged with notice of or inquiry with respect to any amendment until and unless the President of the VVHA has certified it as to the requisite number of Lots and recorded and filed in the Deed Records of Kerr County, Texas

Section 6. Areal Limitations. Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144 of the Plat records of Kerr County, Texas; Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas, and Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas constitute the entire areal extent of Properties. Additional residential property and Common Areas, that are either contiguous or noncontiguous to the present areal limitations, may be annexed to Vicksburg Village with the consent of two-thirds (2/3) of the Lots assenting in person or by proxy at a meeting called for the purpose of such approval, notwithstanding anything to the contrary herein contained.

Section 7. Powers of VVHA. VVHA shall have all those powers, duties and responsibilities set out herein and in such amendments to this Declaration as may from time to time be made, and such other powers, duties and responsibilities consistent herewith provided in its Articles of Incorporation and its Bylaws as the same may be amended from time to time by proper action of its Members, and the Texas Non-Profit Corporation Act.

Section 8. Removal Process. The removal of an officer or a director of the VVHA shall be processed in accordance with the Bylaws.

Section 9. Hierarchy of Documents. The hierarchy of documents is listed in descending order of authority:

- A. Texas Non-Profit Corporation Act
- B. Articles of Incorporation
- C. Declaration of Covenants, Conditions and Restrictions
- D. Bylaws
- E. Rules

Section 10. Gender and Grammar. The singular, whenever used herein shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make provisions here apply either to corporations or individuals, or to males or females, shall in all cases be assumed as though in each case fully expressed.

FILED FOR RECORD
at 2:19 o'clock P M

SEP 19 2005

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
[Signature] Deputy

**CHRONOLOGICAL TABLE OF
COVENANTS, CONDITIONS, & RESTRICTIONS**

| FILE NUMBER | TITLE | DATE EXECUTED | DATED RECORDED |
|-----------------------------------|---|---------------|----------------|
| No 9517, Volume 306, Page 273 | Declaration of Covenants, Conditions and Restriction Vicksburg Village and Yorktown Phase One | 11/05/1984 | 11/07/1984 |
| No. 5989, Volume 331, Page 331 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/28/1985 | 06/28/1985 |
| No. 5495, Volume 436, Page 174 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 07/20/1987 | 07/20/1987 |
| No. 7246, Volume 444, Page 223 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 09/25/1987 | 09/28/1987 |
| No. 5187, Volume 522, Page 150 | Amendment to Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/21/1989 | 09/08/1989 |
| No. 2161, Volume 893, Page 329 | Third Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 03/19/1997 | 03/27/1997 |
| No. 829, Volume 1049, Page 154 | Fourth Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 01/24/2000 | 02/01/2000 |
| | Fifth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | | |

ARTICLE VII

REGISTERED AGENT AND OFFICE

The Registered Agent of the VVHA shall be the Secretary of the VVHA with offices located in the VVHA Clubhouse. The official address of the VVHA shall be 300 Vicksburg Ave., Kerrville, Texas 78028. The name of the registered agent for the VVHA and all subsequent changes in the agent or address shall be provided to the office of the Texas Secretary of State on the requisite form, Corporation Section, Austin, Texas. If the Board elects a new Secretary, the Secretary of State of Texas shall be notified of the name of the new Secretary within five days of the election.

This Fifth Amended Declaration shall be effective from and after the date this instrument is filed and recorded in the Deed Records of Kerr County, Texas.

Executed this 19th day of SEPTEMBER, 2005 by the VVHA and approved by the Owners as set forth on the attached property roster of the Vicksburg Village Homeowners Association of Kerrville, Texas.

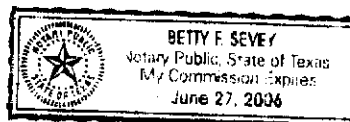
Vicksburg Village Homeowners Association of Kerrville, Texas


President of the VVHA

State of Texas §
§
Kerr County §

This instrument was acknowledged before me on this the 19th day of SEPTEMBER, 2005.


Notary Public, State of Texas



After recording please return to:
VVHA Secretary
300 Vicksburg Ave.
Kerrville, TX 78028

Filed by: John Mahan

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS }
COUNTY OF KERR
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

SEP 20 2005



Janet Luper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. 1468 PG. 537
RECORDING DATE

SEP 20 2005



Janet Luper
COUNTY CLERK, KERR COUNTY, TEXAS

03402

VOL. 1515 PAGE 0385

SIXTH AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS

(Superseding and replacing all Prior Covenants, Conditions, and Restrictions)

THE STATE OF TEXAS

§

COUNTY OF KERR

§

KNOW ALL MEN BY THESE PRESENTS:

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICKSBURG VILLAGE is made on the date hereinafter set forth with the approval of the Owners as evidenced by the execution of this Declaration by THE VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, a Texas non-profit corporation and encumbers all properties within the areal limits of Vicksburg Village as described below:

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas; and,

Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and, Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and,

Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; and,

Keystone Place, Section One, a subdivision of Kerr County recorded in the plat records of Kerr County on March 8, 2006 in Volume 7, Page 335, File No. 2296; Lot 1 (0.83 acres) and Lot 2 (5.50 acres) totaling an area of 6.33 acres; and,

A parcel of land of 8.159 acres beginning at the west end of Vicksburg Village, Section 3, out of C. Self Survey No. 626, Abstract No. 325, in Kerr County, Texas; part of 236.083 acres conveyed from Noratco, Inc., to Phoenix Summit Ltd. By a Special Warranty Deed with Vendor's Lien executed the 14th day of February, 2005, and recorded in Volume 1414 at Page 221 of the Real Property Records of Kerr County, Texas; that constitutes the entire areal extent of Properties.

Additional residential property and Common Areas, that are either contiguous or noncontiguous to the present areal limitations, may be annexed to Vicksburg Village with the consent of two-thirds (2/3) of the Lots assenting in person or by proxy at a meeting called for the purpose of such approval, notwithstanding anything to the contrary herein contained.

WHEREAS, the Vicksburg Village Homeowners Association ("VVHA") desires to ensure the preservation of the Subdivision and to maintain the Common Areas, and desires to further subject the Subdivision to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each of the Owners thereof, and;

WHEREAS, the parties hereto, representing Owners of not less than sixty percent (60%) of the Lots have voted to amend the covenants, conditions, and restrictions and Owners representing not less than two-thirds (2/3) of the Lots have ratified the annexation of two properties (included in the areal limits definitions above) as evidenced by their notarized signatures on the attached property roster,

Sixth amended CC&R's submitted for recording to Kerr County Clerk, April 10, 2006.

Page 1 of 19

81-5-5-1

NOW, THEREFORE, the VVHA and the Owners, as set forth on the attached property roster, DECLARE that each and every Lot and Common Areas located in the Subdivision is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, which shall supersede and replace all prior Covenants, Conditions, and Restrictions in every respect, to wit:

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) will have the following meanings:

- (A) ACC means the Architectural Control Committee of the VVHA.
- (B) Association means The Vicksburg Village Homeowners Association of Kerrville, Texas and is synonymous with the VVHA.
- (C) Board of Directors and Board are synonymous and mean the Board of Directors of the VVHA, the election and procedures of which are set forth in the Articles of Incorporation and Bylaws of the VVHA. The Board of Directors shall be the elected body having its normal meaning under the TNPCA.
- (D) Common Area(s) means the real property described as Block 1 (Clubhouse) Lot 13, Block 2 Lot 13, Block 3 Lot 13, Block 4 Lot 13, Block 5 Lot 13 and all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being a 3.64 acre tract out of Survey Numbers 1330 and 117, Abstract Numbers 1113 and 182, and being more particularly described by metes and bounds in legal description in Volume 866, Pages 221 to 224 of Special Warranty Deeds, all in Vicksburg Village, as shown on the Subdivision Plat recorded in Volume 5, Page 75, Plat Records of Kerr County, Texas, and all real and personal property leased, owned, or maintained by the VVHA for the common use and benefit of the Members of the VVHA.
- (E) Declaration means this Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village Homeowners Association and any amendment and/or supplement hereto made in accordance with the terms hereof.
- (F) Living Unit means a Single Family residence and its private garage, if any, situated on a Lot, and is synonymous with residential dwelling.
- (G) Lawns mean:
 - (1) Approved lawns means those Lots having lawns where the residential dwelling faces a street both back and front and said lawn is approved by the ACC.
 - (2) Front lawn means that part of the Lot that is listed as the official Kerr County Appraisal District registration address of the Lot and is either the front part of each Lot from the lawn border of the street or sidewalk, if one is present, to the front of the Living Unit or the setback line, whichever is greater. Any side lawn adjacent to a street shall be treated as a front lawn for the area extending from the lawn border of the street or sidewalk, if one is present, to the side of the Living Unit or the setback line, whichever is greater.
 - (3) Back lawn means that part of each Lot not defined as a front lawn or as an approved lawn in (1) or (2) above
- (H) Lot means any Lot shown or designated on the plat of land shown upon any recorded plat of the Properties but may be modified in areal extent by the recorded deed which shall prevail. Lot constitutes a wide range of entities and shall include, but not be limited to:
 - (1) Developed Lot means a Lot with the street on which it faces, opened and improved and with utilities installed and ready to furnish utility service to such Lot.
 - (2) Improved Lot means, with respect to any residential use Lot in the Properties, a Lot on which one or more structures or buildings, intended for occupancy or use, have been substantially completed and to which structure(s) utility service has been connected and/or initiated.

(3) **Unimproved Lot** is any Developed Lot that has been platted, but on which no structures or buildings intended for occupancy or use have been erected.

(4) **Replatted Lot** means an unimproved or improved Lot that results from combining two adjacent Lots into one larger Lot that is shown on a plat, legally defined, and recorded in Kerr County records and the plat of the Subdivision. If the Lot is improved, one (1) residential dwelling may exist on the Lot.

(I) **Member** means all those Owners or entities who are members of the VVHA by virtue of being an Owner, spouse of an owner or joint owner of a Lot as provided herein.

(J) **Owner and Lot Owner** mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(K) **Properties and Subdivision** mean the above-described Properties known as Vicksburg Village.

(L) **Prior Covenants** means the chronologic table of Covenants, Conditions, and Restrictions presented immediately following Article V of this Declaration.

(M) **Single Family** means and refers to a Single Family related by blood, adoption, or marriage.

(N) **Subdivision Plat** means those plats defined in Article V, Section 6, Areal Limitations.

(O) **TNPCA** means the Texas Non-Profit Corporation Act.

(P) **VVHA** means the VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION of Kerrville Texas, a Texas non-profit corporation, its successors and assigns as provided for herein.

(Q) **Zero Lot line attached** means the location of living units that may have a common wall or walls located on a Lot line, or the location of building(s) on a Lot in a manner that one or more building edges rest directly on a Lot line, or Lots specifically designed to allow living units to be built on adjacent Lots so that such buildings have a common wall located on a property line.

ARTICLE I

PURPOSE

All properties within the Subdivision are encumbered by this Fifth Amended Declaration of Covenants, Conditions and Restrictions (CC&R's) for the ASSOCIATION for the following reasons: to ensure the most advantageous and desirable use of the Properties; to protect Lot Owners against improper use of adjoining, adjacent, and nearby surrounding Lots; to preserve, in so far as feasible, the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned structures; to guard against the use of improper or unsuitable materials in construction; to encourage and secure the erection of attractive improvements on each Lot in appropriate locations; to secure and maintain proper setbacks from streets; to maintain adequate free space and, in general, to provide for maintenance of good quality.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be built, altered or permitted to remain on any Lot, other than one Single Family residential dwelling not exceeding two (2) stories in height. The dwelling may have:

(A) a fully enclosed garage which may be attached or detached from the main dwelling. The garage shall be limited in size for not more than three (3) cars,

(B) bona fide servants' quarters, which shall be a part of the residential dwelling. The residential dwelling structure may be occupied by members of the family occupying the residential dwelling and by domestic servants employed on the premises. No room(s) in the residential dwelling shall be rented.

None of the foregoing shall preclude the main residential dwelling structure from being leased or rented in its entirety as a single residence to a Single Family or person.

Section 2. Nonresident Owner and Resale Certificate Requirements. If a person or persons other than the Owner of an Improved Lot occupy the residential dwelling on said Owner's Lot as a primary residence, the Owner shall deliver a complete copy of this Declaration and then current Bylaws to the occupants at least fifteen (15) days prior to the planned occupancy. The Owner and occupant or occupants shall agree to be bound by all the provisions of this Declaration and then current Bylaws by affixing their signatures to a form promulgated and provided by the VVHA. Said signed agreement form shall be submitted to the Secretary of the VVHA within fifteen (15) days of occupancy. Violation of or noncompliance with this Section may be enforced as provided in Article IV and Article V of this Declaration and Article 2 of the VVHA Bylaws.

In the event an Owner sells a Lot and/or residential dwelling in the Subdivision, said Owner shall notify the VVHA Secretary in writing within five (5) days of the sale. The Secretary of the VVHA shall provide any requested information relating to the sale by completing Texas Real Estate Commission (TREC) forms 37.1 and 01A, or the then current similar forms of the TREC, to meet requirements of the Texas Property Code (207.003).

Section 3. Requirements for Ownership and Residents. The Properties and Subdivision is intended and shall be a community providing housing for persons 55 years of age or older. No Owner shall be less than fifty-five (55) years of age; provided however, that in the event a Lot is owned by husband and wife, as tenants by the entirety, compliance with this Section shall be deemed satisfied where at least one of the spouses shall be at least fifty-five (55) years of age. The Board shall publish and adhere to rules and procedures that demonstrate this intent by observing published rules, completing reliable surveys, and providing affidavits by which the Secretary of the Association can provide verification that there is compliance with said intent. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of verifying the intent to provide housing for older persons. This age requirement for ownership shall not apply to an Owner who purchases a Lot as a residence for his or her relative(s) which relative(s) meets the age requirements of this section. No occupant of housing in the properties and Subdivision shall be under the age of eighteen (18) years. Any resident's guest under the age of eighteen (18) years may visit for periods of time not to exceed thirty (30) days per calendar year. Builders shall be exempt from this section if a Builder owned Lot is sold to another Builder; however, any successor in title of a Builder shall be subject to the requirement of ownership and occupancy set forth herein. Notwithstanding the terms of this provision, the Association intends to comply with the Housing for Older Persons Act, as may be amended from time to time (42 U.S.C. 3607, et seq.)

Section 4. Architectural Control.

A. The Architectural Control Committee: In order to protect the overall integrity of the Subdivision as well as the value of all Owners' improvements, an Architectural Control Committee ("ACC") is appointed by the VVHA Board of Directors and consists of not less than five (5) members. Members of the ACC will serve for a two (2) year term. The member(s) shall be appointed at the first regular Board meeting after the annual meeting of each every year as follows: In the year this amended Declaration is ratified, the Board shall appoint three (3) members to the ACC for one (1) year and two (2) members for two (2) years. In subsequent years, the number of ACC members appointed will equal the number of expired term(s) for that year. No member may serve more than one term consecutively on the ACC. The VVHA Board of Directors shall fill any vacancy in the ACC by a vote of two-thirds (2/3) of the total Board membership. The VVHA Board of Directors may remove and replace any member by a vote of two-thirds (2/3) of the total Board membership.

B. Architectural Control Committee Specifications: The ACC shall formulate and publish ACC specifications that comprehensively define the requirements for paragraph C of this section 4. A copy of such specifications will be furnished to Owners upon request. A specification requires approval by majority vote of the ACC membership for passage, amendment, or rescission. Such specifications

formulated by the ACC and all changes to them, must be approved by the Board by a vote of two-thirds (2/3) of the total Board membership prior to publication and implementation. The Board shall approve the said specifications as a collective group. The ACC shall develop a water conservation policy for the VVHA and review said policy on an annual basis.

C. Owner Responsibilities and Penalties: The Owner or Builder of any Unimproved or Improved Lot shall submit plans for any new construction, changes on a completely Improved Lot, improvements to the exterior of a completed structure, or changes in landscaping appearance of an Improved Lot to the ACC for approval. The request for approval must be written and sent via the U.S. Mail to the Secretary of the VVHA. The postmark of that letter will begin the time period of twenty-one days (21) for the ACC to reply to the request. The request for approval of the changes desired on said Lot must include the following information:

a. For new building construction: Finished floor and ground elevations, exterior elevations, exterior finish notations including paint color, and a plat or site plan showing easements and building location on the Lot and location of any fence, sidewalk or other structure to be installed in conjunction with the new construction. Repainting the exterior of a new addition to an existing structure in the same colors as the existing structure does not require ACC approval.

b. For building remodeling: Finished floor and ground elevations and exterior elevations if changed from the original building; notation of any changes to exterior finish including exterior paint color. Interior remodeling is an exception.

c. For landscaping: A plat showing location and type of botanical planting including grass, shrubs, trees, rock or any material planned for initial landscape; a plat showing any desired changes to original landscaping. This covenant pertains to Front and Approved Lawns, but not Back lawns.

d. For irrigation systems: A plat showing the location and type of sprinkler heads, location of main water line to solenoid valves or other type of control system, location of solenoid valves and location of distributing lines from solenoid valves or other type of control system to sprinkler heads. Such irrigation plats shall be included with each new building construction plan(s) submitted to the ACC and shall be subject to ACC approval.

If the Owner or Builder fails to submit such plans for new construction or improvements on a Lot to the ACC for approval, the Board, in its sole discretion, may levy a fine not to exceed two-hundred dollars (\$200) per day beginning on the day any improvement is initiated on the said Lot, and continuing until a plan is submitted to the ACC for approval. Article IV and Article V of this Declaration and Article 2 of the Bylaws will enforce and govern this action.

D. Architectural Control Committee Responsibilities and Authority:

a. The ACC shall be responsible for insuring that all covenants in this section of the Declaration are complied with during the day-to-day operation of the Association. The ACC shall review and ensure that all improvements within the Subdivision are architecturally, aesthetically, ecologically, and environmentally designed to be compatible with the existing Subdivision and with all other improvements in the Subdivision and that they be in harmony with their natural surroundings.

b. The ACC shall review all plans that are submitted and shall consider the location of common areas, easements, and Lot boundaries with the Builder in its review when considering new construction for approval.

c. The ACC shall have full authority to utilize its sole discretion in approving or disapproving any plans and specifications that are submitted. A majority of the votes cast by the ACC is required for approval. Each member of the ACC that is not on extended absence from Vicksburg Village [absent for longer than fourteen (14) days] must be afforded the opportunity to vote on each ACC issue.

d. All voting actions of the ACC must be documented and retained in the VVHA files. The ACC may disapprove the construction or design of any improvement on purely aesthetic grounds

where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision or to preserve the serenity and natural beauty of any surroundings.

e. In the event the ACC fails to rule upon submitted plans or to request additional information reasonably required within twenty-one (21) days after submission, approval will be deemed granted. Any request by the ACC for additional information from the Owner must be requested within the twenty-one (21) day period.

f. Prior approvals and/or disapprovals of the ACC pertaining to any improvement, activity, or matter of design or aesthetics shall not be deemed binding upon the ACC. In the event of later requests for approval of the same or similar improvement, activity or matter, if the ACC determines that the repetition of such activity or matter will have an adverse effect on the Subdivision, the ACC shall have the express power to construe, to its satisfaction, any covenant, condition, or restriction herein that may be capable of more than one interpretation in order to reject or approve the same or similar request. The approval, or failure to approve, by the ACC shall not be deemed to constitute any warranty or any representation of any kind by the ACC including, without limitation, any warranty or any representation relating to fitness, design or adequacy of any proposed construction or compliance with applicable statutes, codes, and rules.

g. The ACC, with approval of the Board, shall have the authority to employ professional consultants at the expense of the WVHA to assist it in performance of its duties. The decision of the ACC shall be conclusive and binding upon the applicant; however, the applicant, and only the applicant, may appeal the ACC decision to the Board. The appeal must be in writing and sent to the Secretary of the WVHA by U.S. Mail. The Board must provide a ruling on the appeal within fourteen (14) days of written notice by the Owner. The postmark of the written notice by the Owner shall begin the fourteen (14) day period.

h. The Board, in its sole discretion, may disapprove any decision of the ACC. Such action by the Board must occur within 10 days of the specific ACC approval decision for that particular application. An Owner may appeal this decision by the Board by resubmitting the application in the same or similar form to the ACC for reconsideration within fifteen (15) days of the Board decision of disapproval. On any specific application, only one appeal of this type of Board disapproval is permitted.

i. A majority of the members of the Board is required to approve or disapprove the decision of the ACC on any specific project. The decision of the Board will govern and is final.

Section 5. Minimum Square Footage within Improvements. For any new construction within the Subdivision, the living area on the ground floor of the residential dwelling (exclusive of porches, garages and servants' quarters) shall be not less than sixteen hundred (1600) square feet for a one-story dwelling. The total living area for a multi-story Living Unit shall be not less than eighteen hundred (1800) square feet.

Section 6. Location of the Improvements upon the Lot.

A. Setback Lines. The setback lines indicated on the Subdivision Plat shall establish all setbacks for buildings and other improvements. In the absence of any indication on the plat, then any and all such setbacks shall be established by the then applicable Ordinances of the City of Kerrville, Texas.

B. Zero Lot Line - Detached. Improvements may be constructed so as to have one outside wall abutting the side property line designated as the zero setback line for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the ACC. Corner Lots may have a zero setback line opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall be located on the Lot in accordance with the then applicable Ordinances of the City of Kerrville, Texas, and with the approval of the ACC. Walls on a zero setback line may have openings (such as windows of any type and doors of any type) if such wall(s) face onto a common area(s) or easement(s) if such openings are permitted by

the then applicable Ordinances of the City of Kerrville, Texas and are approved by the ACC. The sidewall of the Living Unit or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material in accordance with the applicable Ordinances of the said City of Kerrville, Texas and approved by the ACC. The Owner of any adjacent Lot shall not attach anything to the side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, e.g., structure, color, material or otherwise, a side wall or fence located upon a zero setback line without the written approval of the ACC. Either Owner of adjacent Lots may submit plans and a request for construction of or change of said structures to the ACC, but the Owner initiating the request must submit a written copy of the request to the ACC to the adjacent Owner by US Mail on the same day the request is submitted to the ACC. The approval process shall follow all procedures according to Article 2, section 4 of this Declaration.

C. Zero Lot Line - Attached. Improvements may be constructed on two adjoining Lots each abutting the common zero lot line.

Section 7. Adjoining Lots and Resubdivision.

A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the ACC.

B. Resubdivision of Lots. No Lot shall be resubdivided, nor shall any building be erected or placed on any such resubdivided Lot, unless each Lot resulting from such resubdivision shall have a minimum width of not less than thirty-two (32) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the resubdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such resubdivision results in each resubdivided Lot having the minimum Lot width aforesaid. Any such resubdivision must be approved by the ACC.

Section 8. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Placement of any structures of any kind upon said easements is prohibited. Any non-structural improvements, shrubbery, trees, flowers, or landscaping of any type, within or affected by said easements, are placed at the sole risk of the Owner. The VVHA shall not be held liable for any damage done to non-structural improvements, shrubbery, trees, flowers, or landscaping of any type in any circumstance. Further, all Lots and Common Areas adjoining Lots with improvements situated on the zero setback line shall be subject to a four (4) foot easement for the construction, repair and maintenance of improvements located on the zero setback line of the adjacent Lot (excepting where common or abutting walls exist).

Section 9. Prohibition of Trade and Offensive Activities. No Lot, or any improvement(s) thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Lot any appearance of a commercial or nonresidential use. Sales of goods (garage sales) may be permitted but not to exceed one (1) such sale per calendar year per household with a maximum duration of two (2) consecutive days for the sale.

Section 10. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence.

Section 11. Storage of Automobiles, Boats, Trailers and Other Vehicles. The Board shall enforce restrictions governing parking of trailers, inoperative automobiles, or recreational vehicles (including pickup

trucks with camper attachments) on Owners Lots, the Common areas, and Public Street parking in conjunction with the ordinances of the City of Kerrville. No trailers of any kind, inoperative automobiles, or recreational vehicles of any kind including pickup trucks with camper attachments shall be parked in the common area parking Lots, in an Owners' driveway or forward of the Owners' front building line more often than one period, not to exceed a forty-eight (48) consecutive hour time period during any seven (7) day span of time. The consecutive time period shall be interpreted to mean continuous time even though the vehicle may be moved slightly or be absent for a short period of time.

A. An exception may be made in that instance in which the vehicle is the primary means of transportation of the Owner providing that the bumper to bumper length of primary transportation vehicles shall not exceed 222 inches (18.5 feet.) If a member owns a recreational vehicle and desires to be granted an exception to this section, the member must notify the Board in writing of such request and specifically describe the vehicle that is the primary means of transportation. The Board may grant an exception for one calendar year after which the exception will expire. The Owner may reapply for an exception under the same terms as described above in this section.

B. An exception may be made for automobiles, pickup trucks (including camper attachments), or sport utility vehicles if the vehicles are of bumper to bumper length not exceeding 222 inches (18.5 feet) and are the primary vehicle of the guest(s) of an Owner. In that instance, the time for parking in the common area parking Lots, in an Owner's driveway or forward of the Owner's front building line will be governed by Article V, Section 4 of the Declaration.

Long term storage of the above-named trailers and vehicles is permitted on Subdivision and Properties only within garages or structures approved by the ACC. No Owner or person may park on any city street within the Subdivision any truck, van, bus, recreational vehicle, trailer, or other vehicle, or any combination of such vehicles and/or trailers, that exceeds twenty-two feet (22) feet in measurement from the front bumper to the rear bumper, exclusive of grill guards; or if the item is a trailer, twenty-two (22) feet in length measured from front hitch to the rear bumper. (City of Kerrville Ordinance No. 97.05.)

Section 12. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, windmills, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick of any kind or other structures designed for the use of boring for oil, water, or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 13. Animal Husbandry. The Board shall enforce restrictions governing animals, livestock or poultry of any kind that are intended to be kept as house pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animal is kept. All pets must be on a leash that is in the hand of an Owner or occupant and controlled by the Owner or occupant at all times when outside of the enclosed home structure of the Owner. In the event that prior to the ratification of these CC&R's, the ACC had approved an Owner's request for a back yard fence intended to confine a dog, the hand-held leash requirement shall not apply to the dog for which the fence was constructed. The leash requirement will apply, however, to any new pet acquired by the Owner subsequent to the effective date of the ratification of these CC&R's. The Owner of an animal shall be responsible for the prompt cleanup or removal of any droppings of that animal. A dog run is prohibited. If two or more members send written complaints to the Board about a specific animal, the Board shall investigate the complaint(s). If the Board finds that the complaints are valid and the animal poses either a nuisance or a physical threat to other members or their animals, the Board shall take action to fine the member/owner housing the offending animal and initiate action to have a City of Kerrville ticket issued under Kerrville animal nuisance ordinance to the Owner or keeper of the offending animal; or have the animal removed from the areal limits of the Association. The Board shall be authorized to initiate court action under this section. This section shall apply to an animal either owned by the member or giving domicile to an animal owned by another party and being given domicile by the member.

Section 14. Walls, Fences and Hedges. No wall, fence or multiple shrub hedge higher than four (4) feet shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. However, a retaining wall may exceed six (6) feet in height on a Lot or adjacent Lots if approved by the ACC when considering safety, environmental, or aesthetic factors. No wire or chain link fence type of construction will be permitted on any Lot. Any wall, fence or hedge erected on a Lot by the builders or their assigns, shall pass in ownership with title to the Lot. It shall be the Owner's responsibility to maintain and cover expenses for said wall, fence or hedge thereafter. No walls, fences and/or hedges shall be erected or maintained on any Lot within the Properties herein without the prior written consent of the ACC. If an Owner desires to revise or remove a wall, fence or multiple shrub hedges, the plan must be submitted to the ACC according to the requirements of this Declaration. Any wall, fence or multiple shrub hedge that has been erected and established prior to the ratification of this amended Declaration shall be excluded from this ACC consent requirement. However, it shall be the Owner's responsibility to maintain and cover expenses for any excluded said wall, fence or hedge thereafter. To qualify for this exclusion, an Owner shall submit a brief structural and legal Lot description of the existing wall, fence or multiple shrub hedge to the Secretary of the VVHA within 60 days of ratification of this amended Declaration. Records of such exclusion shall be maintained in the VVHA office records.

Section 15. Storage of Materials; Accumulation of Trash, etc. All Lots must comply with the requirements of the City of Kerrville Ordinances. The use of any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon is prohibited. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of violation of any of the above provisions on the part of the Owner or occupant of any Lot and in the event such violation continues ten (10) days after written notice to the owner or occupant thereof by U.S. Mail to the registered address of the Owner (3.5.3 under the Bylaws), the VVHA may obtain a court order to have the violation corrected. In that instance, the VVHA or its assigns may without any liability in trespass or otherwise for so doing, enter upon said Lot and remove or cause to be removed such garbage, trash and rubbish, or take any other action necessary to secure compliance with this Declaration and to place said Lot in a neat, attractive, healthful and sanitary condition. VVHA shall assess the Owner or occupant of such Lot for the actual cost of such work plus all costs and fees related to said removal. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such costs or assessments immediately upon receipt of the assessment from the VVHA. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall become a lien on such Lot as required herein.

Section 16. Signs, Advertisements, Billboards. The Board shall enforce restrictions for the size, display, and maintenance of all signs on Common areas, Improved Lots and Unimproved Lots. No sign, advertisement, billboard or advertising structure of any kind shall be placed, maintained or displayed to the public view on any Lot except advertising the property for sale and according to the following provisions:

A. Improved Lots. An owner of an Improved Lot may, either personally or through a designated agent, advertise that Improved Lot as being for sale. The sign shall be no more than two and one half feet square (2½ by 2½ feet) and may be placed on that part of the house exterior closest to the street or on the Front Lawn no closer than ten (10) feet from the street that faces the Front Lawn. Regardless of the number of streets adjoining the Improved Lot, there shall be no more than one (1) sign on any one Improved Lot.

B. Unimproved Lots. An owner of an Unimproved Lot may, either personally or through a designated agent, advertise that Lot as being for sale. The sign shall be no more than two and one half feet square (2½ by 2½ feet) and shall be placed no closer than ten (10) feet from the street. Regardless of the number of streets adjoining the Unimproved Lot, there shall be no more than one (1) sign on that Lot. If the Owner of an Unimproved Lot selects a real estate agent to advertise and sell his Lot(s), the real estate agent must provide the VVHA with documented written proof that he, the agent, is acting

under the authority of the titled owner(s) of the Lot(s) and that said proof identifies the titled owner. The proof must be provided to the Secretary of the VVHA in writing before any signs are erected or posted. In the absence of such proof, all unauthorized signs will be removed by the VVHA.

Section 17. Contractor/Builder Use of Storage Area or Model Home. Notwithstanding anything to the contrary herein contained, a builder who owns property in the Subdivision subject to this Declaration may maintain on each owned Lot, a storage area, a builder model unit, and one (1) for sale sign not larger than two and one half feet square (2½ by 2½ feet). When the Lot is sold, the Builder must remove signs and storage areas from the Lot within ten (10) days of closing.

Section 18. Antennae. No microwave dishes, radio (citizen bands or otherwise) or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are designed to receive satellite television, radio analog, or digital signals of any kind and are one (1) meter or less in diameter or diagonal measurement, which the Owner shall screen from view as much as possible without impairing the installation, maintenance or use.

Section 19. Underground Electric Service. An underground electric distribution system will be installed on the Properties. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) such connections and metering equipment on and about the Lot to the satisfaction of the electric power company furnishing service. For so long as underground service is maintained, the electric service to each Lot therein shall be underground, uniform in character and, at minimum, of the type known as single phase, 120/240 volt, three wires, 60 cycles, alternating current.

Section 20. Maintenance of Zero Lot Line Attached Buildings. The Owner of each Zero Lot Line Attached Building shall continue to be responsible for maintenance of and repairs to roofs, glass in windows and doors, and for all interior and structural matters, as well as party walls, interior plumbing, electrical and foundation maintenance and repairs. Each wall and roof which is built as a part of the original construction of any Zero Lot line Attached Building upon the Properties and placed on the dividing line between Lots shall constitute a common wall and roof, and, to the extent consistent with the provisions of this Article, the general rules of applicable law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 21. Sharing of Repair of Zero Lot Line Attached Buildings. The cost of reasonable repair and maintenance of a common wall (party wall) or roofs shall be shared equally by the Owners who make use of the wall and roof.

A. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the other Owner thereafter makes use of the wall or roof, that Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for Zero Lot line Attached Buildings, the total exterior of both Properties must be completely restored to their comparable condition existing before the destruction that resulted from fire or other casualty.

B. Weatherproofing. Notwithstanding anything to the contrary herein contained, an Owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements or of repairs occasioned by such exposure.

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

D. Settling of Disputes. In the event of any dispute arising concerning a common wall or roof, or any other circumstance under the provisions of this Section 21, VVHA shall have full and complete authority in considering and settling said dispute. The decision of VVHA Board of Directors shall be final.

Section 22. Responsibility for Care of Lawns and Common Areas. VVHA shall be responsible for design approval, water and water policy, maintenance, and upkeep of all Common Areas and for Front and Approved lawns (as defined herein). For Front and Approved lawns, maintenance shall be limited to:

A. Lawn care such as cutting, trimming, fertilizing, and watering; and to the trimming of shrubs ranging in height from one (1) foot to five (5) feet, and,

B. The operation, repair, and management of the sprinkler systems on defined front and approved lawns.

These Common areas and Front and Approved lawns shall be planted with grass unless an alternative ground cover is approved by the ACC. Maintenance conditions and restrictions shall be defined and managed through rules established in accordance with Article 6 of the Bylaws. The conditions and restrictions of this section shall permit the Board, in its discretion, to consider watering and lawn maintenance policy taking into account water costs, water restrictions imposed by a government agency, or costs of general maintenance of the defined lawns when establishing rules as permitted by Article 6 of the Bylaws.

Section 23. Other Activities and Uses. The following activities and uses are prohibited within the Properties:

A. Noxious or offensive activity of any sort, or any activity or use that may be or become an annoyance or nuisance to the neighborhood.

B. Maintenance or repair of any vehicles, boats, motorcycles, or trailers in public view. An exception is granted to an Owner washing or polishing his primary vehicle in the garage or driveway.

C. Drying of clothes, or the storage of lawn and/or yard equipment, where exposed to public view. Such activity or storage is permitted, however, within enclosed garages even though exposed to public view when the garage door is open.

D. Any activity including but not limited to the use, construction or maintenance of any structure which violates, in any way, any law, statute, ordinance, regulation, or rule of any Federal, or applicable State, County, City or other governmental entity.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Upon the purchase of a Lot, every Owner of a Lot or Lots in the Properties shall become and remain a Member of the VVHA until such time the Lot is sold and/or conveyed to another Owner. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Any person or entity shall be a Member of the Association by virtue of being an Owner, spouse of an owner or joint owner of a Residential Unit.

Section 2. Owners are entitled to one vote per Lot owned. The Vote for such Lot shall be exercised as the Owner determines, but in no event shall more than one vote be cast with respect to any such Lot. Fractional votes on any Lot are prohibited.

Section 3. Meeting and Voting. The manner of meeting and voting by VVHA shall be governed by the Bylaws.

Section 4. Board of Directors. VVHA shall have a Board of Directors composed of members specified in Article 2.1 of the Bylaws, but not less than (3) members; (TNPCA, Article 1396 - 2.12-A.) The Bylaws of VVHA shall specify the procedure for nomination and election of Directors, as well as the terms to be served by the

respective Board members. The powers of the Board of Directors shall be as provided in the Texas Non-Profit Corporation Act, the Articles of Incorporation, and the Bylaws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Upon acceptance of deed(s) of a Lot(s), the Owner(s) of said Lot(s), whether or not it shall be so expressed in such deed(s), agree(s) and covenant(s) to pay VVHA all the following assessments levied upon their Lot(s) in accordance with this Declaration. All sums assessed as provided for in this Declaration but unpaid, together with interest, costs of collection and reasonable attorney's fees, shall be a continuing lien and charge upon the Lot against which such assessment is made and shall bind and be continuing upon such Lot. Each assessment, together with interest rates on said assessments, not to exceed twelve percent (12%) per annum, costs and reasonable attorney's fees, shall also be the personal and continuing obligation and debt of the Owner(s) of the Lot at the time when the assessment falls due until paid in full.

Section 2. Types and Purpose of Assessments.

A. General Assessment: For the purpose of maintaining certain Owners' property and Common Areas including, but not limited to as follows:

- a. Compliance with the intent of this Declaration and herein defined responsibilities of the VVHA.
- b. The promotion of the recreation, health, safety and welfare of the Owners of the Properties.
- c. The maintenance, care, and improvements of the Common Areas for which the VVHA herein takes responsibility.
- d. The maintenance of all Front lawns and Approved lawns in the Subdivision, and the private utilities and structures in the Subdivision for which VVHA has assumed maintenance responsibility hereunder in accordance with current VVHA rules and the maintenance plan prepared by the VVHA,
- e. Provision for the operation and maintenance of the Clubhouse for the benefit of the Owners.

B. Clubhouse Purchase Assessment: A Clubhouse maintenance assessment is established in order to defray maintenance costs of the Clubhouse. This is a one time charge to an Owner when acquiring an improved Lot from a Builder.

C. Special Assessments: For capital additions or for repayment of funds borrowed and used in payment of capital additions. Such assessments shall be established and collected as hereinafter provided.

Section 3. Determination of Assessment Amounts and Changes Thereto.

A. General Assessment: The General Assessment will be changed by the VVHA from time to time as deemed necessary by projections of the anticipated costs of fulfilling its responsibilities and obligations in meeting the requirements of this Declaration. VVHA shall not be entitled to any handling or service charges but shall be entitled to include in said General Assessment the anticipated actual cost of such services including compensation paid to contractors or VVHA employees authorized by the Board. In fixing the amount of the General Assessment, the Board may consider reasonably anticipated depreciation, improvements, necessary replacement and repair of capital assets. The Board may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefor, provided, nevertheless, that any increase in the General Assessment, including allowances for depreciation, replacement or repair of capital assets or improvements may not exceed an increase in the General Assessment amount of more than fifteen per cent (15%) per calendar year, the specific amount to be set by the Board.

B. Clubhouse Maintenance Assessment: A one-time assessment charge of \$1000 per each Improved Lot.

C. Special Assessments: Notwithstanding anything to the contrary herein contained, and in addition to the General Assessment and the Clubhouse Purchase Assessment authorized elsewhere, VVHA may levy, in any calendar year, one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of capital additions such as the cost of any construction or reconstruction of a capital improvement upon the Common Areas or the Clubhouse, including fixtures and personal property related thereto. This Declaration authorizes a dollar amount of the Special Assessment as defined in Article 2.9 of the Bylaws. Any such Special Assessment, if levied by the Board, shall have the assent of sixty-percent (60%) of the votes cast by Members who are voting in person or by proxy at a meeting called by the Board for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Section 3-C. Written notice of any meeting called for the purpose of taking any action authorized under Section 3-C shall be mailed (by U. S. First Class mail) to all voting Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present no meeting will take place. A notice in like manner for another meeting may be issued within sixty (60) days. At said second meeting, the presence of Members in person or by proxy entitled to cast fifty-one percent (51%) of the votes shall constitute a quorum. If a second meeting fails to achieve a quorum as defined in this section, the Board may call successive meetings every 90 days for consideration of the same Special Assessment. No other business may be considered at a successive meeting. The required quorum for any successive meeting shall be the presence of Members in person or by proxy entitled to cast fifty-one per cent (51%) of the total voting membership.

Section 5. Determination of Applicability of Assessments and Fines.

A. General Assessment: The full General Assessment shall be uniformly applicable to each Improved Lot in the Properties except those Improved Lots owned by builders. The date on which the improvements on an Unimproved Lot have "been substantially completed" and the Lot becomes an Improved Lot subject to the full General Assessment shall be determined by the Board. The Board, at its sole discretion, shall determine what percentage of the General Assessment shall be levied monthly on builders and owners of Unimproved Lots until the Lot is determined to be an Improved Lot not owned by a builder. The levy on a builder-owned Lot may be deferred and considered an accrued liability on said Lot payable upon sale of the Lot.

B. Clubhouse Maintenance Assessment: The one-time assessment of \$1000 shall be applied to any new Owner by the VVHA at the time of initial purchase closing of the first sale of an Improved Lot.

C. Special Assessments: Special Assessments shall, except as herein provided to the contrary, be uniformly applicable to each Lot in the Properties with the exception of Lots owned by the builders.

D. Member Charge: The Board is authorized by this Declaration to levy fines for violations of this Declaration and/or the Bylaws. The amount of the fine will be established by the Board under the provision of Article 2 of the Bylaws. Article III of this Declaration shall apply if the fine is not paid. A foreclosure sale is prohibited if the Association has assessed the fines and there are associated attorney's fees incurred by the Association when assessing said fines. (Texas Property Owners Protection Act 209.009. An Owner's easement of enjoyment may be suspended under Article V, Section 3, Paragraph B of this Declaration in conjunction with or in lieu of a fine.

Section 6. Collection of Assessments.

A. General Assessments: General Assessments shall be payable as applicable by Owners on a monthly basis on the first day of each calendar month unless VVHA shall determine that said Assessment shall be payable on a quarterly basis on such dates as VVHA shall designate. Payment of all deferred assessments on builder owned Lots becomes due in full from builder immediately upon the

first sale of either an Improved or Unimproved property to a new Owner, such deferred assessments to be paid at closing.

B. Clubhouse Maintenance Assessment: A new Owner shall pay the one-time assessment of \$1000 to the VVHA at the time of initial purchase closing of an Improved Lot. A re-platted Lot shall be assessed for one Lot.

C. Special Assessments: Special Assessments shall be paid on or before the date specified by the Board in view of the urgency of the purpose for which the Special Assessment is established.

Section 7. Date of Commencement of Changes in General Assessment. Changes in the amount of the General Assessment shall take effect on the first day of the calendar month beginning next after the expiration of ninety (90) days from the date of passage of such change.

Section 8. Effect of Nonpayment of Assessments; Remedies of VVHA. The Board may, upon request, without any liability for doing so and for reasonable charge, furnish a certificate signed by an officer of the VVHA setting forth whether the assessments on a specified Lot have been paid and the amount of delinquencies, if any. The Board shall not be required to obtain Owner(s) permission for such certificates but may deliver such certificates to any party who, in the Board's judgment, has a legitimate reason for requesting it. The process for this action should follow the rules of Article 2 of the Bylaws as authorized by this Declaration.

Any assessments not paid within thirty (30) days after the due date shall incur late charges at a rate not to exceed twelve (12%) percent per annum from the date due until paid. The specific rate may vary and shall be established by the Board. This Declaration restricts change in interest rate under this section to be made only twice (2) per calendar year. The VVHA may bring action at law against the Owner(s) personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Clubhouse or by abandonment of their Lot. Further, the powers and enforcement granted to the Board in this paragraph shall be cumulative of and shall be in addition to all other lawful remedies and powers of the VVHA.

Section 9. Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be superior to all other liens and charges against said Lot except only for federal, state and county tax liens, liens for purchase money and/or construction financing and all sums unpaid on a first deed of a trust lien of record, which liens for such purposes shall be superior to the assessment lien herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind a mortgaged property and be secured by an assessment lien as herein provided. To evidence the assessment lien, the Board may prepare a written notice of an assessment lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by said lien and a description of the Lot. Said notice shall be signed by an Officer of or the Attorney for the VVHA and shall be filed and recorded in the office of the County Clerk of Kerr County, Texas. Except as otherwise provided herein, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the said lien therefor, but said lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The VVHA, the City of Kerrville or any Owner shall have the right to 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 this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Interpretation, Severability of Provisions, and Construction. If this Declaration or any word, phrase, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. This Declaration is intended to be a dedicatory instrument as defined in Texas Property Code 202.001 (1). Invalidation of any one (1) or more of these covenants, conditions, or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect. If any punctuation, word, phrase, clause, sentence, or provision necessary to meaning, validity, or effect to any other word, clause, phrase, sentence or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference. The covenants, conditions, and restrictions of this Declaration shall be liberally construed to give effect to their intended meaning.

Section 3. Owners' Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to any Common Areas, including the Clubhouse (when full General Assessment is paid), which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

- A. A right of the VVHA to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the Common Areas.
- B. A right of the VVHA to suspend the voting rights of an Owner and use of any recreational facility, including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a period not to exceed sixty (60) days for any single infraction of its published rules, during which any assessment or fine against subject Lot or Owner remains unpaid. A right of the VVHA to suspend the voting rights of an Owner and use of any recreational facility, including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a six (6) month period within any twelve (12) month span of time for a repeated infraction of its published rules and regulations. Such suspensions require a majority vote of the Board.
- C. A right of VVHA to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners as herein provided. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Lot owners agreeing to such dedication or transfer has been filed and recorded in the Official Public Records of Real Property of Kerr County, Texas.
- D. A right of VVHA to collect and disburse funds as set forth in Article IV.

Section 4. Delegation of Members Rights and Use. Restrictions for the delegation and/or sharing of the rights of enjoyment of VVHA common areas and facilities, including the usage of common areas and facilities, are authorized and shall be enforced. Common Areas, the Clubhouse, and residences in Vicksburg Village are intended primarily for the use of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot may share the right of use of these facilities with guests subject to the following restrictions:

- A. Common areas and their facilities, (including the Clubhouse) may be shared with guests* of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Such shared rights to any guests shall not exceed thirty (30) days per calendar year.

* "Guests" are defined as visitors (relatives or friends (excluding children or grandchildren)) of the Owner member, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot but should not be construed to include organized groups such as political groups or organizations, church groups or organizations, charity organizations, or fraternal organizations such as lodges, etc.

- B. An Owner's residence may be shared with children and/or grandchildren (blood related or adopted children or grandchildren) for an unlimited period of time. In such an instance, the Owner shall notify the Board and provide any requested information with the intent of remaining in compliance with Article II, Section 3 of the CC&R's. Non-family related guests of an Owner may share the Owner's residence for up to thirty (30) days per calendar year. All guests sharing a member Owner's residence may also

use the common areas and facilities (including the clubhouse), but must be accompanied by a member Owner, tenant, or contract purchaser at all times while using the Clubhouse.

C. To implement and manage some of the rights of enjoyment and usage described in Article V, Section 3 and 4 of this Declaration and in particular to ensure the efficient operation and use of the clubhouse, the Board shall establish The Clubhouse Use Committee. The policies for clubhouse reservations shall be recommended to the Board by this committee and if approved by the Board shall be implemented by the Clubhouse Use Committee. Violations of such rules by any Member are subject to a Member charge as authorized by this Declaration as defined in 2.8.8 of the Bylaws. Only the kitchen area of the Clubhouse may be reserved by Members except in those instances that meet the following conditions:

- 1 The requested exclusive use of the Clubhouse social area and kitchen does not conflict with any other scheduled Member event (or the participants in such scheduled event agree to reschedule their event).
2. The advance time requirement for application of exclusive use of the Clubhouse shall be established by rules promulgated and published by the Clubhouse Use Committee as authorized and defined under Article 6 of the Bylaws.
3. The Board approves the exclusive use by a Member function that in the Board's opinion would not lend itself to sharing with Members that are not part of the function that is requesting exclusive use.
4. Exclusive use, if granted by the Board, can be no longer than one (1) eight (8) hour period.
5. The exclusive use function meets all other criteria for Clubhouse use such as those set out in Article V, Section 4 of this Declaration and all rules for Clubhouse use.
6. No participants in an exclusive use function will be allowed in the swimming pool area.

Section 5. Amendment or Annexation. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Lots in the Subdivision. This Declaration may be amended by an instrument approved by the Lot Owners of not less than sixty percent (60%) of the Lots within the Subdivision. In the event of annexation, approval must be given by two-thirds (2/3) of the Lot Owners. No person shall be charged with notice of or inquiry with respect to any amendment until and unless the President of the VVHA has certified it as to the requisite number of Lots and recorded and filed in the Deed Records of Kerr County, Texas.

Section 6. Areal Limitations.

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas; and,

Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and, Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and,

Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; and,

Keystone Place, Section One, a subdivision of Kerr County recorded in the plat records of Kerr County on March 8, 2006 in Volume 7, Page 335, File No. 2296; and,

A parcel of land of 8.159 acres beginning at the west end of Vicksburg Village, Section 3, out of C. Self Survey No. 626, Abstract No. 325, in Kerr County, Texas; part of 236.083 acres conveyed from Noratco, Inc., to Phoenix Summit Ltd. By a Special Warranty Deed with Vendor's Lien executed the 14th day of February, 2005, and recorded in Volume 1414 at Page 221 of the Real Property Records of Kerr County, Texas; constitutes the entire areal extent of Properties.

Additional residential property and Common Areas, that are either contiguous or noncontiguous to the present areal limitations, may be annexed to Vicksburg Village with the consent of two-thirds (2/3) of the Lots assenting

in person or by proxy at a meeting called for the purpose of such approval, notwithstanding anything to the contrary herein contained.

Section 7. Powers of VVHA. VVHA shall have all those powers, duties and responsibilities set out herein and in such amendments to this Declaration as may from time to time be made, and such other powers, duties and responsibilities consistent herewith provided in its Articles of Incorporation and its Bylaws as the same may be amended from time to time by proper action of its Members, and the Texas Non-Profit Corporation Act.

Section 8. Removal Process. The removal of an officer or a director of the VVHA shall be processed in accordance with the Bylaws.

Section 9. Hierarchy of Documents. The hierarchy of documents is listed in descending order of authority:

- A. Texas Non-Profit Corporation Act
- B. Articles of Incorporation
- C. Declaration of Covenants, Conditions and Restrictions
- D. Bylaws
- E. Rules

Section 10. Gender and Grammar. The singular, whenever used herein shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make provisions here apply either to corporations or individuals, or to males or females, shall in all cases be assumed as though in each case fully expressed.

**CHRONOLOGICAL TABLE OF
COVENANTS, CONDITIONS, & RESTRICTIONS**

| FILE NUMBER | TITLE | DATE EXECUTED | DATED RECORDED |
|---|---|---------------|----------------|
| No 9517, Volume 306, Page 273 | Declaration of Covenants, Conditions and Restriction Vicksburg Village and Yorktown Phase One | 11/05/1984 | 11/07/1984 |
| No. 5989, Volume 331, Page 331 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/28/1985 | 06/28/1985 |
| No. 5495, Volume 436, Page 174 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 07/20/1987 | 07/20/1987 |
| No. 7246, Volume 444, Page 223 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 09/25/1987 | 09/28/1987 |
| No. 5187, Volume 522, Page 150 | Amendment to Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/21/1989 | 09/08/1989 |
| No. 2161, Volume 893, Page 329 | Third Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 03/19/1997 | 03/27/1997 |
| No. 829, Volume 1049, Page 154 | Fourth Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 01/24/2000 | 02/01/2000 |
| No. 9702-05, Volume 1468, Page 537-556 | Fifth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | 09/19/2005 | 09/20/2005 |
| | Sixth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | | |

Sixth amended CC&R's submitted for recording to Kerr County Clerk, April 10, 2006.

ARTICLE VII

REGISTERED AGENT AND OFFICE

The Registered Agent of the VVHA shall be the Secretary of the VVHA with offices located in the VVHA Clubhouse. The official address of the VVHA shall be 300 Vicksburg Ave., Kerrville, Texas 78028. The name of the registered agent for the VVHA and all subsequent changes in the agent or address shall be provided to the office of the Texas Secretary of State on the requisite form, Corporation Section, Austin, Texas. If the Board elects a new Secretary, the Secretary of State of Texas shall be notified of the name of the new Secretary within five days of the election.

This Sixth Amended Declaration shall be effective from and after the date this instrument is filed and recorded in the Deed Records of Kerr County, Texas.

Executed this 10th day of April, 2006 by the VVHA and approved by the Owners as set forth on the attached property roster of the Vicksburg Village Homeowners Association of Kerrville, Texas.

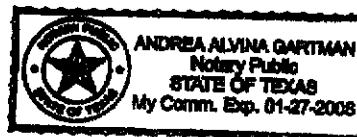
Vicksburg Village Homeowners Association of Kerrville, Texas

Judith I. Klenz
President of the VVHA
Judith I. Klenz

State of Texas §
§
Kerr County §

Before me, a notary public, on this day personally appeared Judith I. Klenz known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she (they) executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 10th day of April, 2006.

[Signature]
Notary Public, State of Texas



After recording please return to:
VVHA Secretary
300 Vicksburg Ave.
Kerrville, TX 78028

Filed By: Jim Young

FILED FOR RECORD
at 9:15 o'clock A.M.
APR 10 2006

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
[Signature] Deputy

Sixth amended CC&R's submitted for recording to Kerr County Clerk, April 10, 2006.

April 6, 2006

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION, INC.
C/O James N. Young
1228 Victory Lane
Kerrville, Texas 78028

Re: Annexation and Encumbrance of the Victory Extension and Baldrige Properties to the Vicksburg Village Homeowners Association, Inc. concerning property located in Kerrville, Texas.

Dear Board of Directors of the Vicksburg Village Homeowners Association, Inc.:

This letter is to serve as my authorization for the Vicksburg Village Homeowners Association to encumber and annex the plats and properties (the "Property") defined herein to the areal limits of Vicksburg Village by amending the Covenants, Conditions & Restrictions of Vicksburg Village Homeowners Association.

ENCUMBERED PROPERTY:

Keystone Place, Section One, a subdivision of Kerr County recorded in the plat records of Kerr County on March 8, 2006 in Volume 7, Page 335, File Number 2296; Lot 1 (0.83 acres) and Lot 2 (5.50 acres) totaling an area of 6.33 acres, and;

A parcel of land of 8.159 acres beginning at the west end of Vicksburg Village, Section 3 out of C. Self Survey Number 626, Abstract Number 325, in Kerr County, Texas; part of 236.083 acres conveyed from Noratco, Inc. to Phoenix Summit, Ltd., by a special warranty deed with vendor's lien executed the 14th day of February 2005, and recorded in Volume 1414, Page 221 of the Real Property Records of Kerr County, Texas.

Upon such annexation of said Property, the Property will be governed by the terms and conditions of the existing Covenants, Conditions & Restrictions that will be amended from time to time.

Sincerely,

PHOENIX SUMMIT, LTD.

By: Andrew B. Phillips, Sr.
ANDREW B. PHILLIPS, SR.
MANAGER

Joe F. Baldrige, Trustee
Joe F. Baldrige, Trustee under
The Baldrige Living Trust dated
January 15, 1999 and any amendments
thereto

Jeanne Baldrige, Trustee
Jeanne Baldrige, Trustee under
The Baldrige Living Trust dated
January 15, 1999 and any amendments
thereto

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS }
COUNTY OF KERR }
I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

APR 11 2006



Janet Lipe

COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

004848

VOL 1607 PAGE 501

SEVENTH AMENDED

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS

(Superseding and replacing all Prior Covenants, Conditions, and Restrictions)

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

§

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICKSBURG VILLAGE is made on the date hereinafter set forth with the approval of the Owners as evidenced by the execution of this Declaration by THE VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, a Texas non-profit corporation and encumbers all properties within the areal limits of Vicksburg Village as described below:

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas; and, Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and, Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and, Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas;

constitutes the entire areal extent of Properties which are herein referred to as "Subdivision".

WHEREAS, the Vicksburg Village Homeowners Association ("VVHA") desires to ensure the preservation of the Subdivision and to maintain the Common Areas, and desires to further subject the Subdivision to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and each of the Owners thereof, and;

WHEREAS, the parties hereto, representing Owners of not less than sixty percent (60%) of the Lots had previously voted to amend the covenants, conditions, and

\$113

restrictions, and Owners representing not less than two-thirds (2/3) of the Lots had previously ratified the annexation of two properties;

Whereas, the parties hereto, representing Owners of not less than sixty percent of the Lots now wish to remove those properties from the areal limits;

NOW, THEREFORE, the VVHA and the Owners, as set forth on the attached property roster, DECLARE that each and every Lot and Common Areas located in the Subdivision is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, which shall supersede and replace all prior Covenants, Conditions, and Restrictions in every respect, to wit:

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) will have the following meanings:

(A) ACC means the Architectural Control Committee of the VVHA.

(B) Association means The Vicksburg Village Homeowners Association of Kerrville, Texas and is synonymous with the VVHA.

(C) Board of Directors, and Board are synonymous and mean the Board of Directors of the VVHA, the election and procedures of which are set forth in the Articles of Incorporation and Bylaws of the VVHA. The Board of Directors shall be the elected body having its normal meaning under the TNPCA.

(D) Common Area(s) means the real property described as Block I (Clubhouse) Lot 13, Block 2 Lot 13, Block 3 Lot 13, Block 4 Lot 13, Block 5 Lot 13 and all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being a 3.64 acre tract out of Survey Numbers 1330 and 117, Abstract Numbers 1113 and 182, and being more particularly described by metes and bounds in legal description in Volume 866, Pages 221 to 224 of Special Warranty Deeds, all in Vicksburg Village, as shown on the Subdivision Plat recorded in Volume 5, Page 75, Plat Records of Kerr County, Texas, and all real and personal property leased, owned, or maintained by the VVHA for the common use and benefit of the Members of the VVHA.

(E) Declaration means this Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village Homeowners Association and any amendment and/or supplement hereto made in accordance with the terms hereof.

(F) Living Unit means a Single Family residence and its private garage, if any, situated on a Lot, and is synonymous with residential dwelling.

(G) Lawns mean:

(1) Approved lawns means those Lots having lawns where the residential dwelling faces a street both back and front and said lawn is approved by the ACC.

(2) Front lawn means that part of the Lot that is listed as the official Kerr County Appraisal District registration address of the Lot and is either the front part of each Lot from the lawn border of the street or sidewalk, if one is present, to the front of the Living Unit or the setback line, whichever is greater. Any side lawn adjacent to a street shall be treated as a front lawn for the area extending from the lawn border of the street or sidewalk, if one is present, to the side of the Living Unit or the setback line, whichever is greater.

(3) Back lawn means that part of each Lot not defined as a front lawn or as an approved lawn in **(1)** or **(2)** above.

(H) Lot means any Lot shown or designated on the plat of land shown upon any recorded plat of the Properties but may be modified in areal extent by the recorded deed which shall prevail. Lot constitutes a wide range of entities and shall include, but not be limited to:

(1) Developed Lot means a Lot with the street, on which it faces, opened and improved and with utilities installed and ready to furnish utility service to such Lot.

(2) Improved Lot means, with respect to any residential use Lot in the Properties, a Lot on which one or more structures or buildings, intended for occupancy or use, have been substantially completed and to which structure(s) utility service has been connected and/or initiated.

(3) Unimproved Lot is any Developed Lot that has been platted, but on which no structures or buildings intended for occupancy or use have been erected.

(4) Replatted Lot means an unimproved or improved Lot that results from combining two adjacent Lots into one larger Lot that is shown on a plat, legally defined, and recorded in Kerr County records and the plat of the Subdivision. If the Lot is improved, one (1) residential dwelling may exist on the Lot.

(I) Member means all those Owners or entities who are members of the VVHA by virtue of being an Owner, spouse of an owner or joint owner of a Lot as provided herein.

(J) Owner and Lot Owner mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(K) Properties and Subdivision mean the above-described Properties known as Vicksburg Village.

(L) Prior Covenants means the chronological table of Covenants, Conditions, and Restrictions presented immediately following Article V of this Declaration.

(M) Single Family means and refers to a Single Family related by blood, adoption, or marriage.

(N) Subdivision Plat means those plats defined in Article V, Section 6, Areal Limitations.

(O) TNPCA means the Texas Non-Profit Corporation Act.

(P) VVHA means the VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION of Kerrville Texas, a Texas non-profit corporation, its successors and assigns as provided for herein.

(Q) Zero Lot line attached means the location of living units that may have a common wall or walls located on a Lot line, or the location of building(s) on a Lot in a manner that one or more building edges rest directly on a Lot line, or Lots specifically designed to allow living units to be built on adjacent Lots so that such buildings have a common wall located on a property line.

ARTICLE I

PURPOSE

All properties within the Subdivision are encumbered by this Seventh Amended Declaration of Covenants, Conditions and Restrictions (CC&R's) for the ASSOCIATION for the following reasons: to ensure the most advantageous and desirable use of the Properties; to protect Lot Owners against improper use of adjoining, adjacent, and nearby surrounding Lots; to preserve, in so far as feasible, the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned structures; to guard against the use of improper or unsuitable materials in construction; to encourage and secure the erection of attractive improvements on each Lot in appropriate locations; to secure and maintain proper setbacks from streets; to maintain adequate free space and, in general, to provide for maintenance of good quality.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be built, altered, or permitted to remain on any Lot, other than one Single Family residential dwelling not exceeding two (2) stories in height. The dwelling may have:

(A) A fully enclosed garage which may be attached or detached from the main dwelling. The garage shall be limited in size for not more than three (3) cars,

(B) bona fide servants' quarters, which shall be a part of the residential dwelling. The residential dwelling structure may be occupied by members of the family occupying the residential dwelling and by domestic servants employed on the premises. No room(s) in the residential dwelling shall be rented. None of the foregoing shall preclude the main residential dwelling structure from being leased or rented in its entirety as a single residence to a Single Family or person.

Section 2. Nonresident Owner and Resale Certificate Requirements. If a person or persons other than the Owner of an Improved Lot occupy the residential dwelling on said Owner's Lot as a primary residence, the Owner shall deliver a complete copy of this Declaration and then current Bylaws to the occupants at least fifteen (15) days prior to the planned occupancy. The Owner and occupant or occupants shall agree to be bound by all the provisions of this Declaration and then current Bylaws by affixing their signatures to a form promulgated and provided by the VVHA. Said signed agreement form shall be submitted to the Secretary of the VVHA within fifteen (15) days of occupancy. Violation of or noncompliance with this Section may be enforced as provided in Article IV and Article V of this Declaration and Article 2 of the VVHA Bylaws.

In the event an Owner sells a Lot and/or residential dwelling in the Subdivision, said Owner shall notify the VVHA Secretary in writing within five (5) days of the sale. The Secretary of the VVHA shall provide any requested information relating to the sale by completing Texas Real Estate Commission (TREC) forms 37.1 and 01A, or the then current similar forms of the TREC, to meet requirements of the Texas Property Code (207.003).

Section 3. Requirements for Ownership and Residents. The Properties and Subdivision is intended and shall be a community providing housing for persons 55 years of age or older. No Owner shall be less than fifty-five (55) years of age; provided however, that in the event a Lot is owned by husband and wife, as tenants by the entirety, compliance with this Section shall be deemed satisfied where at least one of the spouses shall be at least fifty-five (55) years of age. The Board shall publish and adhere to rules and procedures that demonstrate this intent by observing published rules, completing reliable surveys, and providing affidavits by which the Secretary of the Association can

provide verification that there is compliance with said intent. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of verifying the intent to provide housing for older persons. This age requirement for ownership shall not apply to an Owner who purchases a Lot as a residence for his or her relative(s) which relative(s) meets the age requirements of this section. No occupant of housing in the properties and Subdivision shall be under the age of eighteen (18) years. Any resident's guest under the age of eighteen (18) years may visit for periods of time not to exceed thirty (30) days per calendar year. Builders shall be exempt from this section if a Builder owned Lot is sold to another Builder; however, any successor in title of a Builder shall be subject to the requirement of ownership and occupancy set forth herein. Notwithstanding the terms of this provision, the Association intends to comply with the Housing for Older Persons Act, as may be amended from time to time (42 U.S.C. 3607, et seq.)

Section 4. Architectural Control.

A. The Architectural Control Committee: In order to protect the overall integrity of the Subdivision as well as the value of all Owners' improvements, an Architectural Control Committee ("ACC") is appointed by the VVHA Board of Directors and consists of not less than five (5) members. Members of the ACC will serve for a two (2) year term. The member(s) shall be appointed at the first regular Board meeting after the annual meeting of each every year as follows: In the year this amended Declaration is ratified, the Board shall appoint three (3) members to the ACC for one (1) year and two (2) members for two (2) years. In subsequent years, the number of ACC members appointed will equal the number of expired term(s) for that year.

No member may serve more than one term consecutively on the ACC. The VVHA Board of Directors shall fill any vacancy in the ACC by a vote of two-thirds (2/3) of the total Board membership. The VVHA Board of Directors may remove and replace any member by a vote of two-thirds (2/3) of the total Board membership.

B. Architectural Control Committee Specifications: The ACC shall formulate and publish ACC specifications that comprehensively define the requirements for paragraph C of this section 4. A copy of such specifications will be furnished to Owners upon request. A specification requires approval by majority vote of the ACC membership for passage, amendment, or rescission. Such specifications formulated by the ACC and all changes to them, must be approved by the Board by a vote of two-thirds (2/3) of the total Board membership prior to publication and implementation. The Board shall approve the said specifications as a collective group. The ACC shall develop a water conservation policy for the VVHA and review said policy on an annual basis.

C. Owner Responsibilities and Penalties: The Owner or Builder of any Unimproved or Improved Lot shall submit plans for any new construction, changes on a completely Improved Lot, improvements to the exterior of a completed structure,

or changes in landscaping appearance of an Improved Lot to the ACC for approval. The request for approval must be written and sent via the U.S. Mail to the Secretary of the VVHA. The postmark of that letter will begin the time period of twenty-one days (21) for the ACC to reply to the request. The request for approval of the changes desired on said Lot must include the following information:

a. For new building construction: Finished floor and ground elevations, exterior elevations, exterior finish notations including paint color, and a plat or site plan showing easements and building location on the Lot and location of any fence, sidewalk or other structure to be installed in conjunction with the new construction. Repainting the exterior of a new addition to an existing structure in the same colors as the existing structure does not require ACC approval.

b. For building remodeling: Finished floor and ground elevations and exterior elevations if changed from the original building; notation of any changes to exterior finish including exterior paint color. Interior remodeling is an exception.

c. For landscaping: A plat showing location and type of botanical planting including grass, shrubs, trees, rock or any material planned for initial landscape; a plat showing any desired changes to original landscaping. This covenant pertains to Front and Approved Lawns, but not Back lawns.

d. For irrigation systems: A plat showing the location and type of sprinkler heads, location of main water line to solenoid valves or other type of control system, location of solenoid valves and location of distributing lines from solenoid valves or other type of control system to sprinkler heads. Such irrigation plats shall be included with each new building construction plan(s) submitted to the ACC and shall be subject to ACC approval.

If the Owner or Builder fails to submit such plans for new construction or improvements on a Lot to the ACC for approval, the Board, in its sole discretion, may levy a fine not to exceed two-hundred dollars (\$200) per day beginning on the day any improvement is initiated on the said Lot, and continuing until a plan is submitted to the ACC for approval. Article IV and Article V of this Declaration and Article 2 of the Bylaws will enforce and govern this action.

D. Architectural Control Committee Responsibilities and Authority:

a. The ACC shall be responsible for insuring that all covenants in this section of the Declaration are complied with during the day-to-day operation of the Association. The ACC shall review and ensure that all improvements within the

Subdivision are architecturally, aesthetically, ecologically, and environmentally designed to be compatible with the existing Subdivision and with all other improvements in the Subdivision and that they be in harmony with their natural surroundings.

b. The ACC shall review all plans that are submitted and shall consider the location of common areas, easements, and Lot boundaries with the Builder in its review when considering new construction for approval.

c. The ACC shall have full authority to utilize its sole discretion in approving or disapproving any plans and specifications that are submitted. A majority of the votes cast by the ACC is required for approval. Each member of the ACC that is not on extended absence from Vicksburg Village [absent for longer than fourteen (14) days] must be afforded the opportunity to vote on each ACC issue.

d. All voting actions of the ACC must be documented and retained in the VVHA files. The ACC may disapprove the construction or design of any improvement on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision or to preserve the serenity and natural beauty of any surroundings.

e. In the event the ACC fails to rule upon submitted plans or to request additional information reasonably required within twenty-one (21) days after submission, approval will be deemed granted. Any request by the ACC for additional information from the Owner must be requested within the twenty-one (21) day period.

f. Prior approvals and/or disapprovals of the ACC pertaining to any improvement, activity, or matter of design or aesthetics shall not be deemed binding upon the ACC. In the event of later requests for approval of the same or similar improvement, activity or matter, if the ACC determines that the repetition of such activity or matter will have an adverse effect on the Subdivision, the ACC shall have the express power to construe, to its satisfaction, any covenant, condition, or restriction herein that may be capable of more than one interpretation in order to reject or approve the same or similar request.

The approval, or failure to approve, by the ACC shall not be deemed to constitute any warranty or any representation of any kind by the ACC including, without limitation, any warranty or any representation relating to fitness, design or adequacy of any proposed construction or compliance with applicable statutes, codes, and rules.

g. The ACC, with approval of the Board, shall have the authority to employ professional consultants at the expense of the VVHA to assist it in performance of its duties. The decision of the ACC shall be conclusive and binding upon the applicant; however, the applicant, and only the applicant, may appeal the ACC decision to the Board.

The appeal must be in writing and sent to the Secretary of the VVHA by U.S. Mail. The Board must provide a ruling on the appeal within fourteen (14) days of written notice by the Owner. The postmark of the written notice by the Owner shall begin the fourteen (14) day period.

h. The Board, in its sole discretion, may disapprove any decision of the ACC. Such action by the Board must occur within 10 days of the specific ACC approval decision for that particular application. An Owner may appeal this decision by the Board by resubmitting the application in the same or similar form to the ACC for reconsideration within fifteen (15) days of the Board decision of disapproval. On any specific application, only one appeal of this type of Board disapproval is permitted.

i. A majority of the members of the Board is required to approve or disapprove the decision of the ACC on any specific project. The decision of the Board will govern and is final.

Section 5. Minimum Square Footage within Improvements. For any new construction within the Subdivision, the living area on the ground floor of the residential dwelling (exclusive of porches, garages, and servants' quarters) shall be not less than sixteen hundred (1600) square feet for a one-story dwelling. The total living area for a multi-story Living Unit shall be not less than eighteen hundred (1800) square feet.

Section 6. Location of the Improvements upon the Lot.

A. Setback Lines. The setback lines indicated on the Subdivision Plat shall establish all setbacks for buildings and other improvements. In the absence of any indication on the plat, then any and all such setbacks shall be established by the then applicable Ordinances of the City of Kerrville, Texas.

B. Zero Lot Line - Detached. Improvements may be constructed so as to have one outside wall abutting the side property line designated as the zero setback line for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the ACC. Corner Lots may have a zero setback line opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall be located on the Lot in

accordance with the then applicable Ordinances of the City of Kerrville, Texas, and with the approval of the ACC. Walls on a zero setback line may have openings (such as windows of any type and doors of any type) if such wall(s) face onto a common area(s) or easement(s) if such openings are permitted by the then applicable Ordinances of the City of Kerrville, Texas and are approved by the ACC. The sidewall of the Living Unit or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material in accordance with the applicable Ordinances of the said City of Kerrville, Texas and approved by the ACC. The Owner of any adjacent Lot shall not attach anything to the side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, e.g., structure, color, material or otherwise, a side wall or fence located upon a zero setback line without the written approval of the ACC. Either Owner of adjacent Lots may submit plans and a request for construction of or change of said structures to the ACC, but the Owner initiating the request must submit a written copy of the request to the ACC to the adjacent Owner by US Mail on the same day the request is submitted to the ACC. The approval process shall follow all procedures according to Article 2, section 4 of this Declaration.

C. Zero Lot Line - Attached. Improvements may be constructed on two adjoining Lots each abutting the common zero lot line.

Section 7. Adjoining Lots and Re-subdivision.

A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the ACC.

B. Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless each Lot resulting from such re-subdivision shall have a minimum width of not less than thirty-two (32) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the re-subdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such re-subdivision results in each re-subdivided Lot having the minimum Lot width aforesaid. Any such re-subdivision must be approved by the ACC.

Section 8. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Placement of any structures of any kind upon said easements is prohibited. Any non-structural improvements, shrubbery, trees, flowers, or landscaping of any type, within or affected by said easements, are placed

at the sole risk of the Owner. The VVHA shall not be held liable for any damage done to non-structural improvements, shrubbery, trees, flowers, or landscaping of any type in any circumstance. Further, all Lots and Common Areas adjoining Lots with Improvements situated on the zero setback line shall be subject to a four (4) foot easement for the construction, repair and maintenance of improvements located on the zero setback line of the adjacent Lot (excepting where common or abutting walls exist).

Section 9. Prohibition of Trade and Offensive Activities. No Lot, or any improvement(s) thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Lot any appearance of a commercial or nonresidential use. Sales of goods (garage sales) may be permitted but not to exceed one (1) such sale per calendar year per household with a maximum duration of two (2) consecutive days for the sale.

Section 10. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence.

Section 11. Storage of Automobiles, Boats, Trailers, and Other Vehicles. The Board shall enforce restrictions governing parking of trailers, inoperative automobiles, or recreational vehicles (including pickup trucks with camper attachments) on Owners Lots, the Common areas, and Public Street parking in conjunction with the ordinances of the City of Kerrville. No trailers of any kind, inoperative automobiles, or recreational vehicles of any kind including pickup trucks with camper attachments shall be parked in the common area parking Lots, in an Owners' driveway or forward of the Owners' front building line more often than one period, not to exceed a forty-eight (48) consecutive hour time period during any seven (7) day span of time. The consecutive time period shall be interpreted to mean continuous time even though the vehicle may be moved slightly or be absent for a short period of time.

A. An exception may be made in that instance in which the vehicle is the primary means of transportation of the Owner providing that the bumper to bumper length of primary transportation vehicles shall not exceed 222 inches (18.5 feet.) If a member owns a recreational vehicle and desires to be granted an exception to this section, the member must notify the Board in writing of such request and specifically describe the vehicle that is the primary means of transportation. The Board may grant an exception for one calendar year after which the exception will expire. The Owner may reapply for an exception under the same terms as described above in this section.

B. An exception may be made for automobiles, pickup trucks (including camper attachments), or sport utility vehicles if the vehicles are of bumper to bumper length

not exceeding 222 inches (18.5 feet) and are the primary vehicle of the guest(s) of an Owner. In that instance, the time for parking in the common area parking Lots, in an Owner's driveway or forward of the Owner's front building line will be governed by Article V, Section 4 of the Declaration.

Long term storage of the above-named trailers and vehicles is permitted on Subdivision and Properties only within garages or structures approved by the ACC. No Owner or person may park on any city street within the Subdivision any truck, van, bus, recreational vehicle, trailer, or other vehicle, or any combination of such vehicles and/or trailers, that exceeds twenty-two feet (22) feet in measurement from the front bumper to the rear bumper, exclusive of grill guards; or if the item is a trailer, twenty-two (22) feet in length measured from front hitch to the rear bumper. (City of Kerrville Ordinance No. 97.05.)

Section 12. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, windmills, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick of any kind or other structures designed for the use of boring for oil, water, or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 13. Animal Husbandry. The Board shall enforce restrictions governing animals, livestock or poultry of any kind that are intended to be kept as house pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that no more than two (2) of each type of animal is kept.

All pets must be on a leash that is in the hand of an Owner or occupant and controlled by the Owner or occupant at all times when outside of the enclosed home structure of the Owner. In the event that prior to the ratification of these CC&R's, the ACC had approved an Owner's request for a back yard fence intended to confine a dog, the hand-held leash requirement shall not apply to the dog for which the fence was constructed. The leash requirement will apply, however, to any new pet acquired by the Owner subsequent to the effective date of the ratification of these CC&R's. The Owner of an animal shall be responsible for the prompt cleanup or removal of any droppings of that animal. A dog run is prohibited.

If two or more members send written complaints to the Board about a specific animal, the Board shall investigate the complaint(s). If the Board finds that the complaints are valid and the animal poses either a nuisance or a physical threat to other members or their animals, the Board shall take action to fine the member/owner housing the offending animal and initiate action to have a City of Kerrville ticket issued under Kerrville animal nuisance ordinance to the Owner or keeper of the offending animal; or have the animal removed from the areal limits of the Association. The Board shall be authorized to initiate

court action under this section. This section shall apply to an animal either owned by the member or giving domicile to an animal owned by another party and being given domicile by the member.

Section 14. Walls, Fences and Hedges. No wall, fence or multiple shrub hedge higher than four (4) feet shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the side Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. However, a retaining wall may exceed six (6) feet in height on a Lot or adjacent Lots if approved by the ACC when considering safety, environmental, or aesthetic factors. No wire or chain link fence type of construction will be permitted on any Lot.

Any wall, fence, or hedge erected on a Lot by the builders or their assigns, shall pass in ownership with title to the Lot. It shall be the Owner's responsibility to maintain and cover expenses for said wall, fence, or hedge thereafter. No walls, fences, and/or hedges shall be erected or maintained on any Lot within the Properties herein without the prior written consent of the ACC. If an Owner desires to revise or remove a wall, fence, or multiple shrub hedges, the plan must be submitted to the ACC according to the requirements of this Declaration.

Any wall, fence, or multiple shrub hedge that has been erected and established prior to the ratification of this amended Declaration shall be excluded from this ACC consent requirement. However, it shall be the Owner's responsibility to maintain and cover expenses for any excluded said wall, fence, or hedge thereafter. To qualify for this exclusion, an Owner shall submit a brief structural and legal Lot description of the existing wall, fence, or multiple shrub hedge to the Secretary of the VVHA within 60 days of ratification of this amended Declaration. Records of such exclusion shall be maintained in the VVHA office records.

Section 15. Storage of Materials; Accumulation of Trash, etc. All Lots must comply with the requirements of the City of Kerrville Ordinances. The use of any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon is prohibited. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of violation of any of the above provisions on the part of the Owner or occupant of any Lot and in the event such violation continues ten (10) days after written notice to the owner or occupant thereof by U.S. Mail to the registered address of the Owner (3.5.3 under the Bylaws), the VVHA may obtain a court order to have the violation corrected. In that instance, the VVHA or its assigns may without any liability in trespass or otherwise for so doing, enter upon said Lot and remove or cause to be removed such garbage, trash and rubbish, or take any other action necessary to secure compliance with this Declaration and to place said Lot in a neat, attractive, healthful and sanitary

condition. VVHA shall assess the Owner or occupant of such Lot for the actual cost of such work plus all costs and fees related to said removal. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such costs or assessments immediately upon receipt of the assessment from the VVHA. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall become a lien on such Lot as required herein.

Section 16. Signs, Advertisements, Billboards. The Board shall enforce restrictions for the size, display, and maintenance of all signs on Common areas, Improved Lots and Unimproved Lots. No sign, advertisement, billboard, or advertising structure of any kind shall be placed, maintained, or displayed to the public view on any Lot except advertising the property for sale and according to the following provisions:

A. Improved Lots. An owner of an Improved Lot may, either personally or through a designated agent, advertise that Improved Lot as being for sale. The sign shall be no more than two and one half feet square (2½ by 2½ feet) and may be placed on that part of the house exterior closest to the street or on the Front Lawn no closer than ten (10) feet from the street that faces the Front Lawn. Regardless of the number of streets adjoining the Improved Lot, there shall be no more than one (1) sign on any one Improved Lot.

B. Unimproved Lots. An owner of an Unimproved Lot may, either personally or through a designated agent, advertise that Lot as being for sale. The sign shall be no more than two and one half feet square (2½ by 2½ feet) and shall be placed no closer than ten (10) feet from the street. Regardless of the number of streets adjoining the Unimproved Lot, there shall be no more than one (1) sign on that Lot. If the Owner of an Unimproved Lot selects a real estate agent to advertise and sell his Lot(s), the real estate agent must provide the VVHA with documented written proof that he, the agent, is acting under the authority of the titled owner(s) of the Lot(s) and that said proof identifies the titled owner. The proof must be provided to the Secretary of the VVHA in writing before any signs are erected or posted. In the absence of such proof, all unauthorized signs will be removed by the VVHA.

Section 17. Contractor/Builder Use of Storage Area or Model Home. Notwithstanding anything to the contrary herein contained, a builder who owns property in the Subdivision subject to this Declaration may maintain on each owned Lot, a storage area, a builder model unit, and one (1) for sale sign not larger than two and one half feet square (2½ by 2½ feet). When the Lot is sold, the Builder must remove signs and storage areas from the Lot within ten (10) days of closing.

Section 18. Antennae. No microwave dishes, radio (citizen bands or otherwise) or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are designed to receive satellite television, radio analog, or digital signals of

any kind and are one (1) meter or less in diameter or diagonal measurement, which the Owner shall screen from view as much as possible without impairing the installation, maintenance or use.

Section 19. Underground Electric Service. An underground electric distribution system will be installed on the Properties. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) such connections and metering equipment on and about the Lot to the satisfaction of the electric power company furnishing service. For so long as underground service is maintained, the electric service to each Lot therein shall be underground, uniform in character and, at minimum, of the type known as single phase, 120/240 volt, three wires, 60 cycles, alternating current.

Section 20. Maintenance of Zero Lot Line Attached Buildings. The Owner of each Zero Lot Line Attached Building shall continue to be responsible for maintenance of and repairs to roofs, glass in windows and doors, and for all interior and structural matters, as well as party walls, interior plumbing, electrical and foundation maintenance and repairs. Each wall and roof which is built as a part of the original construction of any Zero Lot line Attached Building upon the Properties and placed on the dividing line between Lots shall constitute a common wall and roof, and, to the extent consistent with the provisions of this Article, the general rules of applicable law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 21. Sharing of Repair of Zero Lot Line Attached Buildings. The cost of reasonable repair and maintenance of a common wall (party wall) or roofs shall be shared equally by the Owners who make use of the wall and roof.

A. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the other Owner thereafter makes use of the wall or roof, that Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for Zero Lot line Attached Buildings, the total exterior of both Properties must be completely restored to their comparable condition existing before the destruction that resulted from fire or other casualty.

B. Weatherproofing. Notwithstanding anything to the contrary herein contained, an Owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements or of repairs occasioned by such exposure.

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

D. Settling of Disputes. In the event of any dispute arising concerning a common wall or roof, or any other circumstance under the provisions of this Section 21, VVHA shall have full and complete authority in considering and settling said dispute. The decision of VVHA Board of Directors shall be final.

Section 22. Responsibility for Care of Lawns and Common Areas. VVHA shall be responsible for design approval, water and water policy, maintenance, and upkeep of all Common Areas and for Front and Approved lawns (as defined herein). For Front and Approved lawns, maintenance shall be limited to:

- A.** Lawn care such as cutting, trimming, fertilizing, and watering; and to the trimming of shrubs ranging in height from one (1) foot to five (5) feet, and,
- B.** The operation, repair, and management of the sprinkler systems on defined front and approved lawns.

These Common areas and Front and Approved lawns shall be planted with grass unless an alternative ground cover is approved by the ACC. Maintenance conditions and restrictions shall be defined and managed through rules established in accordance with Article 6 of the Bylaws.

The conditions and restrictions of this section shall permit the Board, in its discretion, to consider watering and lawn maintenance policy taking into account water costs, water restrictions imposed by a government agency, or costs of general maintenance of the defined lawns when establishing rules as permitted by Article 6 of the Bylaws.

Section 23. Other Activities and Uses. The following activities and uses are prohibited within the Properties:

- A.** Noxious or offensive activity of any sort, or any activity or use that may be or become an annoyance or nuisance to the neighborhood.
- B.** Maintenance or repair of any vehicles, boats, motorcycles, or trailers in public view. An exception is granted to an Owner washing or polishing his primary vehicle in the garage or driveway.
- C.** Drying of clothes, or the storage of lawn and/or yard equipment, where exposed to public view. Such activity or storage is permitted, however, within enclosed garages even though exposed to public view when the garage door is open.

D. Any activity including but not limited to the use, construction or maintenance of any structure which violates, in any way, any law, statute, ordinance, regulation, or rule of any Federal, or applicable State, County, City or other governmental entity.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Upon the purchase of a Lot, every Owner of a Lot or Lots in the Properties shall become and remain a Member of the VVHA until such time the Lot is sold and/or conveyed to another Owner. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Any person or entity shall be a Member of the Association by virtue of being an Owner, spouse of an owner or joint owner of a Residential Unit.

Section 2. Owners are entitled to one vote per Lot owned. The Vote for such Lot shall be exercised as the Owner determines, but in no event shall more than one vote be cast with respect to any such Lot. Fractional votes on any Lot are prohibited.

Section 3. Meeting and Voting. The manner of meeting and voting by VVHA shall be governed by the Bylaws.

Section 4. Board of Directors. VVHA shall have a Board of Directors composed of members specified in Article 2.1 of the Bylaws, but not less than (3) members; (TNPCA, Article 1396 - 2.12-A.) The Bylaws of VVHA shall specify the procedure for nomination and election of Directors, as well as the terms to be served by the respective Board members. The powers of the Board of Directors shall be as provided in the Texas Non-Profit Corporation Act, the Articles of Incorporation, and the Bylaws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Upon acceptance of deed(s) of a Lot(s), the Owner(s) of said Lot(s), whether or not it shall be so expressed in such deed(s), agree(s) and covenant(s) to pay VVHA all the following assessments levied upon their Lot(s) in accordance with this Declaration. All sums assessed as provided for in this Declaration but unpaid, together with interest, costs of collection and reasonable attorney's fees, shall be a continuing lien and charge upon the Lot against which such assessment is made and shall bind and be continuing upon such Lot. Each assessment, together with interest rates on said assessments, not to exceed twelve percent (12%) per annum, costs and reasonable attorney's fees, shall also be the

personal and continuing obligation and debt of the Owner(s) of the Lot at the time when the assessment falls due until paid in full.

Section 2. Types and Purpose of Assessments.

A. General Assessment: For the purpose of maintaining certain Owners' property and Common Areas including, but not limited to as follows:

1. Compliance with the intent of this Declaration and herein defined responsibilities of the VVHA.
2. The promotion of the recreation, health, safety, and welfare of the Owners of the Properties.
3. The maintenance, care, and improvements of the Common Areas for which the VVHA herein takes responsibility.
4. The maintenance of all Front lawns and Approved lawns in the Subdivision, and the private utilities and structures in the Subdivision for which VVHA has assumed maintenance responsibility hereunder in accordance with current VVHA rules and the maintenance plan prepared by the VVHA,
5. Provision for the operation and maintenance of the Clubhouse for the benefit of the Owners.

B. Clubhouse Purchase Assessment: A Clubhouse maintenance assessment is established in order to defray maintenance costs of the Clubhouse. This is a one time charge to an Owner when acquiring an improved Lot from a Builder.

C. Special Assessments: For capital additions or for repayment of funds borrowed and used in payment of capital additions. Such assessments shall be established and collected as hereinafter provided.

Section 3. Determination of Assessment Amounts and Changes Thereto.

A. General Assessment: The General Assessment will be changed by the VVHA from time to time as deemed necessary by projections of the anticipated costs of fulfilling its responsibilities and obligations in meeting the requirements of this Declaration. VVHA shall not be entitled to any handling or service charges but shall be entitled to include in said General Assessment the anticipated actual cost of such services including compensation paid to contractors or VVHA employees authorized by the Board.

In fixing the amount of the General Assessment, the Board may consider reasonably anticipated depreciation, improvements, necessary replacement and repair of capital assets. The Board may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefore, provided, nevertheless, that any increase in the General Assessment, including allowances for depreciation, replacement or repair of capital assets or improvements may not exceed an increase in the General Assessment amount of more than fifteen per cent (15%) per calendar year, the specific amount to be set by the Board.

B. Clubhouse Maintenance Assessment: A one-time assessment charge of \$1000 per each Improved Lot.

C. Special Assessments: Notwithstanding anything to the contrary herein contained, and in addition to the General Assessment and the Clubhouse Purchase Assessment authorized elsewhere, VVHA may levy, in any calendar year, one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of capital additions such as the cost of any construction or reconstruction of a capital improvement upon the Common Areas or the Clubhouse, including fixtures and personal property related thereto. This Declaration authorizes a dollar amount of the Special Assessment as defined in Article 2.9 of the Bylaws. Any such Special Assessment, if levied by the Board, shall have the assent of sixty-percent (60%) of the votes cast by Members who are voting in person or by proxy at a meeting called by the Board for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Section 3-C. Written notice of any meeting called for the purpose of taking any action authorized under Section 3-C shall be mailed (by U. S. First Class mail) to all voting Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present no meeting will take place. A notice in like manner for another meeting may be issued within sixty (60) days. At said second meeting, the presence of Members in person or by proxy entitled to cast fifty-one percent (51%) of the votes shall constitute a quorum. If a second meeting fails to achieve a quorum as defined in this section, the Board may call successive meetings every 90 days for consideration of the same Special Assessment. No other business may be considered at a successive meeting. The required quorum for any successive meeting shall be the presence of Members in person or by proxy entitled to cast fifty-one per cent (51%) of the total voting membership.

Section 5. Determination of Applicability of Assessments and Fines.

A. General Assessment: The full General Assessment shall be uniformly applicable to each Improved Lot in the Properties except those Improved Lots owned

by builders. The date on which the improvements on an Unimproved Lot have "been substantially completed" and the Lot becomes an Improved Lot subject to the full General Assessment shall be determined by the Board.

The Board, at its sole discretion, shall determine what percentage of the General Assessment shall be levied monthly on builders and owners of Unimproved Lots until the Lot is determined to be an Improved Lot not owned by a builder. The levy on a builder-owned Lot may be deferred and considered an accrued liability on said Lot payable upon sale of the Lot.

B. Clubhouse Maintenance Assessment: The one-time assessment of \$1000 shall be applied to any new Owner by the VVHA at the time of initial purchase closing of the first sale of an Improved Lot.

C. Special Assessments: Special Assessments shall, except as herein provided to the contrary, be uniformly applicable to each Lot in the Properties with the exception of Lots owned by the builders.

D. Member Charge: The Board is authorized by this Declaration to levy fines for violations of this Declaration and/or the Bylaws. The amount of the fine will be established by the Board under the provision of Article 2 of the Bylaws. Article III of this Declaration shall apply if the fine is not paid.

A foreclosure sale is prohibited if the Association has assessed the fines and there are associated attorney's fees incurred by the Association when assessing said fines. (Texas Property Owners Protection Act 209.009.) An Owner's easement of enjoyment may be suspended under Article V, Section 3, Paragraph B of this Declaration in conjunction with or in lieu of a fine.

Section 6. Collection of Assessments.

A. General Assessments: General Assessments shall be payable as applicable by Owners on a monthly basis on the first day of each calendar month unless VVHA shall determine that said Assessment shall be payable on a quarterly basis on such dates as VVHA shall designate. Payment of all deferred assessments on builder owned Lots becomes due in full from builder immediately upon the first sale of either an Improved or Unimproved property to a new Owner, such deferred assessments to be paid at closing.

B. Clubhouse Maintenance Assessment: A new Owner shall pay the one-time assessment of \$1000 to the VVHA at the time of initial purchase closing of an Improved Lot. A re-platted Lot shall be assessed for one Lot.

C. Special Assessments: Special Assessments shall be paid on or before the date specified by the Board in view of the urgency of the purpose for which the Special Assessment is established.

Section 7. Date of Commencement of Changes in General Assessment. Changes in the amount of the General Assessment shall take effect on the first day of the calendar month beginning next after the expiration of ninety (90) days from the date of passage of such change.

Section 8. Effect of Nonpayment of Assessments; Remedies of VVHA. The Board may, upon request, without any liability for doing so and for reasonable charge, furnish a certificate signed by an officer of the VVHA setting forth whether the assessments on a specified Lot have been paid and the amount of delinquencies, if any. The Board shall not be required to obtain Owner(s) permission for such certificates but may deliver such certificates to any party who, in the Board's judgment, has a legitimate reason for requesting it. The process for this action should follow the rules of Article 2 of the Bylaws as authorized by this Declaration.

Any assessments not paid within thirty (30) days after the due date shall incur late charges at a rate not to exceed twelve (12%) percent per annum from the date due until paid. The specific rate may vary and shall be established by the Board. This Declaration restricts change in interest rate under this section to be made only twice (2) per calendar year.

The VVHA may bring action at law against the Owner(s) personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Clubhouse or by abandonment of their Lot. Further, the powers and enforcement granted to the Board in this paragraph shall be cumulative of and shall be in addition to all other lawful remedies and powers of the VVHA.

Section 9. Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be superior to all other liens and charges against said Lot except only for federal, state and county tax liens, liens for purchase money and/or construction financing and all sums unpaid on a first deed of a trust lien of record, which liens for such purposes shall be superior to the assessment lien herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind a mortgaged property and be secured by an assessment lien as herein provided.

To evidence the assessment lien, the Board may prepare a written notice of an assessment lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by said lien and a description of the Lot. Said notice shall be signed by an Officer of or the Attorney for the VVHA and shall be filed and recorded in the office of the County Clerk of Kerr County, Texas. Except as otherwise provided herein, no sale or

transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the said lien therefore, but said lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The VVHA, the City of Kerrville or any Owner shall have the right to 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 this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Interpretation, Severability of Provisions, and Construction. If this Declaration or any word, phrase, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. This Declaration is intended to be a dedicatory instrument as defined in Texas Property Code 202.001 (1). Invalidity of any one (1) or more of these covenants, conditions, or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

If any punctuation, word, phrase, clause, sentence, or provision necessary to meaning, validity, or effect to any other word, clause, phrase, sentence, or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference. The covenants, conditions, and restrictions of this Declaration shall be liberally construed to give effect to their intended meaning.

Section 3. Owners' Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to any Common Areas, including the Clubhouse (when full General Assessment is paid), which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

- A. A right of the VVHA to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the Common Areas.
- B. A right of the VVHA to suspend the voting rights of an Owner and use of any recreational facility, including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a period not to exceed sixty (60) days for any single infraction of its published rules, during which any assessment or fine against subject Lot or Owner remains unpaid. A right of the VVHA to suspend the voting rights of an

Owner and use of any recreational facility, including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a six (6) month period within any twelve (12) month span of time for a repeated infraction of its published rules and regulations. Such suspensions require a majority vote of the Board.

C. A right of VVHA to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners as herein provided. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Lot owners agreeing to such dedication or transfer has been filed and recorded in the Official Public Records of Real Property of Kerr County, Texas.

D. A right of VVHA to collect and disburse funds as set forth in Article IV.

Section 4. Delegation of Members Rights and Use. Restrictions for the delegation and/or sharing of the rights of enjoyment of VVHA common areas and facilities, including the usage of common areas and facilities, are authorized and shall be enforced. Common Areas, the Clubhouse, and residences in Vicksburg Village are intended primarily for the use of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot may share the right of use of these facilities with guests subject to the following restrictions:

A. Common areas and their facilities, (including the Clubhouse) may be shared with guests* of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Such shared rights to any guests shall not exceed thirty (30) days per calendar year.

* "Guests" are defined as visitors {relatives or friends (excluding children or grandchildren)} of the Owner member, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot but should not be construed to include organized groups such as political groups or organizations, church groups or organizations, charity organizations, or fraternal organizations such as lodges, etc.

B. An Owner's residence may be shared with children and/or grandchildren (blood related or adopted children or grandchildren) for an unlimited period of time. In such an instance, the Owner shall notify the Board and provide any requested information with the intent of remaining in compliance with Article II, Section 3 of the CC&R's. Non-family related guests of an Owner may share the Owner's residence for up to thirty (30) days per calendar year. All guests sharing a member Owner's residence may also use the common areas and facilities (including the clubhouse), but must be accompanied by a member Owner, tenant, or contract purchaser at all times while using the Clubhouse.

C. To implement and manage some of the rights of enjoyment and usage described In Article V, Section 3 and 4 of this Declaration and in particular to ensure the efficient operation and use of the clubhouse, the Board shall establish The Clubhouse Use Committee. The policies for clubhouse reservations shall be recommended to the Board by this committee and if approved by the Board shall be Implemented by the Clubhouse Use Committee. Violations of such rules by any Member are subject to a Member charge as authorized by this Declaration as defined in 2.8.8 of the Bylaws. Only the kitchen area of the Clubhouse may be reserved by Members except in those instances that meet the following conditions:

1. The requested exclusive use of the Clubhouse social area and kitchen does not conflict with any other scheduled Member event (or the participants in such scheduled event agree to reschedule their event).
2. The advance time requirement for application of exclusive use of the Clubhouse shall be established by rules promulgated and published by the Clubhouse Use Committee as authorized and defined under Article 6 of the Bylaws.
3. The Board approves the exclusive use by a Member function that in the Board's opinion would not lend itself to sharing with Members that are not part of the function that is requesting exclusive use.
4. Exclusive use, if granted by the Board, can be no longer than one (1) eight (8) hour period.
5. The exclusive use function meets all other criteria for Clubhouse use such as those set out in Article V, Section 4 of this Declaration and all rules for Clubhouse use.
6. No participants in an exclusive use function will be allowed in the swimming pool area.

Section 5. Amendment or Annexation. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Lots in the Subdivision. This Declaration may be amended by an instrument approved by the Lot Owners of not less than sixty percent (60%) of the Lots within the Subdivision. In the event of annexation, approval must be given by two-thirds (2/3) of the Lot Owners. No person shall be charged with notice of or inquiry with respect to any amendment until and unless the President of the VVHA has certified it as to the requisite number of Lots and recorded and filed in the Deed Records of Kerr County, Texas.

Section 6. Areal Limitations.

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas; and, Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and, Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and, Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; constitutes the entire areal extent of Properties.

Additional residential property and Common Areas, that are either contiguous or noncontiguous to the present areal limitations, may be annexed to Vicksburg Village with the consent of two-thirds (2/3) of the Lots assenting in person or by proxy at a meeting called for the purpose of such approval, notwithstanding anything to the contrary herein contained.

Section 7. Powers of VVHA. VVHA shall have all those powers, duties and responsibilities set out herein and in such amendments to this Declaration as may from time to time be made, and such other powers, duties and responsibilities consistent herewith provided in its Articles of Incorporation and its Bylaws as the same may be amended from time to time by proper action of its Members, and the Texas Non-Profit Corporation Act.

Section 8. Removal Process. The removal of an officer or a director of the VVHA shall be processed in accordance with the Bylaws.

Section 9. Hierarchy of Documents. The hierarchy of documents is listed in descending order of authority:

- A. Texas Non-Profit Corporation Act
- B. Articles of Incorporation
- C. Declaration of Covenants, Conditions, and Restrictions
- D. Bylaws
- E. Rules

Section 10. Gender and Grammar. The singular, whenever used herein shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make provisions here apply either to corporations or individuals, or to males or females, shall in all cases be assumed as though in each case fully expressed.

**CHRONOLOGICAL TABLE OF
COVENANTS, CONDITIONS, & RESTRICTIONS**

| FILE NUMBER | TITLE | DATE EXECUTED | DATED RECORDED |
|---|---|----------------------|-----------------------|
| No 9517, Volume 306, Page 273 | Declaration of Covenants, Conditions and Restriction Vicksburg Village and Yorktown Phase One | 11/05/1984 | 11/07/1984 |
| No. 5989, Volume 331, Page 331 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/28/1985 | 06/28/1985 |
| No. 5495, Volume 436, Page 174 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 07/20/1987 | 07/20/1987 |
| No. 7246, Volume 444, Page 223 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 09/25/1987 | 09/28/1987 |
| No. 5187, Volume 522, Page 150 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/21/1989 | 09/08/1989 |
| No. 2161, Volume 893, Page 329 | Third Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 03/19/1997 | 03/27/1997 |
| No. 829, Volume 1049, Page 154 | Fourth Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 01/24/2000 | 02/01/2000 |
| No. 9702-05, Volume 1468, Page 537-556 | Fifth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | 09/19/2005 | 09/20/2005 |
| No. 03402, Volume 1515, Pages 0385-0405 | Sixth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | 03/23/2006 | 04/10/2006 |

Seventh amended CC&R's submitted for recording to Kerr County Clerk, May 30, 2007

| | | | |
|--|---|------------|------------|
| | Seventh Amended Declaration of Covenants, Conditions, and Restrictions of the Vicksburg Village Homeowners Association | 05/21/2007 | 05/30/2007 |
| | | | |


ARTICLE VII**REGISTERED AGENT AND OFFICE**

The Registered Agent of the VVHA shall be the Secretary of the VVHA with offices located in the VVHA Clubhouse. The official address of the VVHA shall be 300 Vicksburg Ave., Kerrville, Texas 78028. The name of the registered agent for the VVHA and all subsequent changes in the agent or address shall be provided to the office of the Texas Secretary of State on the requisite form, Corporation Section, Austin, Texas. If the Board elects a new Secretary, the Secretary of State of Texas shall be notified of the name of the new Secretary within five days of the election.

This Seventh Amended Declaration shall be effective from and after the date this instrument is filed and recorded in the Deed Records of Kerr County, Texas.

Executed this 30th day of MAY, 2007, by the VVHA and approved by the Owners of the Vicksburg Village Homeowners Association of Kerrville, Texas.

Vicksburg Village Homeowners Association of Kerrville, Texas


James S. Switzer
President of the VVHA

State of Texas §
 §
 Kerr County §

Before me, a notary public, on this day personally appeared

James Sherwood Switzer,

known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he/she (they) executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 30th day of May, 2007.

[Signature]

Notary Public, State of Texas



After recording please return to:
 VVHA Secretary
 300 Vicksburg Ave.
 Kerrville, TX 78028

Filed by: James Sherwood Switzer

FILED FOR RECORD
 at 3:50 o'clock P.M.

MAY 3 0 2007

JANNETT PIEPER
 Clerk County Clerk, Kerr County, Texas
[Signature] Deputy

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
 THE STATE OF TEXAS }
 COUNTY OF KERR }
 I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

MAY 3 1 2007



[Signature]
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE
 AT TIME OF RECORDATION INSTRUMENT FOUND
 TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
 REPRODUCTION DUE TO THE DEPTH & DARKNESS OF
 PRINT, COLOR OF PRINT OR INK, BACKGROUND OF
 PAPER, ILLEGIBILITY, CARBON OR PHOTO COPY ETC.

11-06974

**EIGHTH AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS**

FOR

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS

(Superseding and replacing all Prior Covenants, Conditions, and Restrictions)

THE STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR §

§

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VICKSBURG VILLAGE is made on the date hereinafter set forth with the approval of the Owners as evidenced by the execution of this Declaration by the VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, a Texas non-profit corporation and encumbers all properties within the areal limits of Vicksburg Village as described below:

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas; and, Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and, Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and, Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas;

Which constitutes the entire areal extend of Properties, referred to as "Subdivision".

WHEREAS, THE Vicksburg Village Homeowners Association ("VVHA") desires to ensure the preservation of the Subdivision and to maintain the Common Areas, and desires to further subject the Subdivision to the covenants, condition, restrictions, easements, charges, and liens herein set forth, each and all of which is and are for the benefit of the Subdivision and each of the Owners thereof, and;

WHEREAS, the parties hereto, representing Owners of not less than sixty percent (60%) of the Lots had previously voted to amend the covenant, conditions, and restrictions, and Owners representing not less than two-thirds (2/3) of the Lots had previously ratified the annexation of two properties;

NOW, THEREFORE, the VVHA and the Owners, as set forth on the attached property roster, DECLARE that each and every Lot and Common Areas located in the Subdivision is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, which shall supersede and replace all prior Covenants, Conditions, and Restrictions in every respect, to wit:

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) will have the following meanings:

- (A) **ACC** means the Architectural Control Committee of the VVHA.
- (B) **Association** means the Vicksburg Village Homeowners Association of Kerrville, Texas and is synonymous with the VVHA.
- (C) **Board of Directors and Board** are synonymous and mean the Board of Directors of the VVHA, the election and procedures of which are set forth in the Articles of Incorporation and Bylaws of the VVHA. The Board of Directors shall be the elected body having its normal meaning under the TNPCA.
- (D) **Common Areas(s)** means the real property described as Block 1 (Clubhouse) Lot 13, Block 2 Lot 13, Block 3 Lot 13, Block 4 Lot 13, Block 5 Lot 13 and all that certain tract or parcel of land lying and being situated in the County of Kerr, State of Texas, and being a 3.64 acre tract out of Survey Numbers 1330 and 117, Abstract Number 1113 and 182, and being more particularly described by metes and bounds in legal description in Volume 866, Pages 221 to 224 of Special Warranty Deeds, all in Vicksburg Village, as shown on the Subdivision Plat recorded in Volume 5, Page 75, Plat Records of Kerr County, Texas, and all real and personal property leased, owned, or maintained by the VVHA for the common use and benefit of the Members of the VVHA.
- (E) **Declaration** means this Amended Declaration of covenants, Conditions and Restrictions for Vicksburg Village Homeowners Association and any amendment and/or supplement hereto made in accordance with the terms hereof.
- (F) **Living Unit** means a Single Family residence and its private garage, if any, situated on a lot, and is synonymous with residential dwelling.
- (G) **Lawns** mean:
 - (1) **Approved lawns** means those Lots having lawns where the residential dwelling faces a street both back and front and said lawn is approved by the ACC.
 - (2) **Front lawn** means that part of each Lot that is listed as the official Kerr County Appraisal District registration address of the Lot and is either the front part of each Lot from the lawn border of the street or sidewalk, if one is present, to the front of the Living Unit or the setback line, whichever is greater. Any side lawn adjacent to a street shall be treated as a front lawn for the area extending from the lawn border of the street or sidewalk, if one is present to the side of the Living Unit or the setback line, whichever is greater.
 - (3) **Back lawn** means that part of each Lot not defined as a front lawn or as an approved lawn in (1) or (2) above.

- (H) **Lot** means any Lot shown or designated on the plat of land shown upon any recorded plat of the Properties but may be modified in areal extent by the recorded deed which shall prevail. Lot constitutes a wide range of entities and shall include, but not limited to:
- (1) **Developed Lot** means a Lot with the street, on which it faces, opened and improved and with utilities installed and ready to furnish utility services to such Lot.
 - (2) **Improved Lot** means, with respect to any residential use Lot in the Properties, a Lot on which one or more structures or buildings, intended for occupancy or use, have been substantially completed and to which structure(s) utility service has been connected and/or initiated.
 - (3) **Unimproved Lot** is any Developed Lot that has been platted, but on which no structures or buildings intended for occupancy or use have been erected.
 - (4) **Replatted Lot** means an unimproved or improved Lot that results from combining two adjacent Lots into one larger Lot that is shown on a plat, legally defined, and recorded in Kerr County records and the plat of the Subdivision. If the Lot is improved, one (1) residential dwelling may exist on the Lot.
- (I) **Member** means all those Owners or entities who are members of the VVHA by virtue of being an Owner, spouse of an owner or joint owner of a Lot as provided herein.
- (J) **Owner and Lot Owner** mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.
- (K) **Properties and Subdivision** means the above-described Properties known as Vicksburg Village.
- (L) **Prior Covenants** means the chronological table of Covenants, Conditions, and Restrictions presented immediately following Article V of this Declaration.
- (M) **Single Family** means and refers to a Single Family related by blood, adoption, or marriage.
- (N) **Subdivision Plat** means those plats defined in Article V, Section 6, Areal Limitations.
- (O) **TNPCA** means the Texas Non-Profit Corporation Act.
- (P) **VVHA** means the VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION of Kerrville, Texas, a Texas non-profit corporation, its successors and assigns as provided for herein.
- (Q) **Zero Lot line attached** means the location of living units that may have a common wall or walls located on a Lot line, or the location of building(s) on a Lot in a manner that one or more building edges rest directly on a Lot line, or Lots specifically designed to allow living units to be built on adjacent Lots so that such buildings have a common wall located on a property line.
- (R) **A fence** means any barrier enclosing or bordering a field, yard, etc., designed to restrict entry into, or exit from a specific area, or to mark a boundary. As in the case

of an "invisible fence," (electronic), a fence is not necessarily visible. A wall used for the same purpose is, within these CC&R's, defined as a fence, except a "retaining wall."

- (S) Construction includes any structure, deck, patio, wall, fence, enclosure, support structure, shelter, whether decorative or functional, whether pre-constructed, or built on site; or the on-site activity to produce or install these. The visibility of the "construction" does not affect the definition.
- (T) Landscaping is defined as earth, mulch, living plants and minor support structures for plants, such as trellises. The visibility of "landscaping" does not affect the definition.

ARTICLE I

PURPOSE

All properties within the Subdivision are encumbered by this Eight Amended Declaration of Covenants, Conditions and Restrictions (CC&R's) for the ASSOCIATION for the following reasons: to ensure the most advantageous and desirable use of the Properties; to protect Lot Owners against improper use of adjoining, adjacent, and nearby surrounding Lots; to preserve, in so far as feasible, the natural beauty of the Subdivision; to guard against the erection of poorly designed or proportioned structures; to guard against the use of improper or unsuitable materials in construction; to encourage and secure the erection of attractive improvements on each Lot in appropriate locations; to secure and maintain proper setbacks from streets; to maintain adequate free space and, in general to provide for maintenance of good quality.

ARTICLE II

USE RESTRICTIONS

Section 1. Single Family Residential Construction. No building shall be built, altered, or permitted to remain on any Lot, other than one Single Family residential dwelling not exceeding two (2) stories in height. The dwelling may have:

- (A) A fully enclosed garage which may be attached or detached from the main dwelling. The garage shall be limited in size for not more than three (3) cars,
- (B) Bona fide servants' quarters, which shall be part of the residential dwelling. The residential dwelling structure may be occupied by members of the family occupying the residential dwelling and by domestic servants employed on the premises. No room(s) in the residential dwelling shall be rented. None of the foregoing shall preclude the main residential dwelling structure from being leased or rented in its entirety as a single residence to a Single Family or person.

Section 2. Non-resident Owner or Resale Certificate Requirements. If a person or persons other than the Owner of an Improved Lot occupy the residential dwelling on said Owner's Lot as a primary residence, the Owner shall deliver a complete copy of this Declaration and then current Bylaws to the occupants at least fifteen (15) days prior to the planned occupancy. The Owner and occupant or occupants shall agree to be bound by all the provisions of this Declaration and then current Bylaws by affixing their signatures to a form promulgated and provided by the VVHA. Said signed agreement form shall be submitted to the Secretary of the VVHA within fifteen (15) days of occupancy. Violation of or non compliance with this Section may be enforced as provided in Article IV and Article V of this Declaration and Article 2 of the VVHA Bylaws.

In the event an Owner sells a Lot and/or residential dwelling in the Subdivision, said Owner shall notify the VVHA Secretary in writing within five (5) days of the sale. The Secretary of the VVHA shall provide any requested information relating to the sale by completing Texas Real Estate Commission (TREC) forms 37.1 and 01A, or the then current similar forms of the TREC, to meet requirements of the Texas Property Code (207.003).

In the event an Owner sells a Lot and/or residential dwelling in the Subdivision, said Owner shall notify the VVHA Secretary, in writing, within five (5) days after accepting an offer and/or signing the "One to Four Family Residential Contract (Resale)," TREC No. 20-10, by providing the Secretary with a fully executed copy of the document. Within five business days after receipt of the document, the Secretary of the VVHA shall provide any requested information relating to the sale by completing Texas Real Estate Commission (TREC) forms 37.1 and 01A, or the then current similar forms of the TREC, to meet requirements of the Texas Property Code (207.003).

Section 3. Requirements for Ownership and Residents. The Properties and Subdivision is intended and shall be a community providing housing for persons 55 years of age or older. The Association intends to comply with the Housing for Older Persons Act, as may be amended from time to time (42 U.S.C. 3607, et seq.). No Owner or occupant shall be less than fifty-five (55) years of age; provided however, that in the event a Lot is owned by husband and wife, as tenants by the entirety, compliance with this Section shall be deemed satisfied where at least one of the spouses shall be at least fifty-five (55) years of age. In the event of the death of the "qualifying spouse," in which situation, the surviving spouse elects to remain in the residence, this Section shall still be deemed satisfied.

Non-family related guests of an Owner who are less than 55 years of age, may share the Owner's residence for up to thirty (30) days per calendar year. All guests sharing a member Owner's residence may also use the common areas and facilities (including the clubhouse), but must be accompanied by a member Owner, tenant, or contract purchaser at all times while using the Clubhouse.

As in the case of all guests, an owner's residence may be shared with children and/or grandchildren (blood related or adopted children or grandchildren) who are younger than 55 for up to 30 days in a calendar year. What is different is that such children and/or grandchildren (blood related or adopted children or grandchildren) may share the residence for a limited period of time beyond 30 days, but only with the approval

of the Board of Directors. An exception of this kind may be made, at the board's discretion, in an extreme situation, for a limited period of time, and with the intent that this out-of-compliance situation will be remedied as quickly as possible. In such an instance, the Owner shall notify the Board when such an out-of-compliance situation is anticipated and provide any requested information with the intent of returning to compliance with these CC&R's. Such information will include, but may not be limited to the completion by said owner of both the "Compliance Affidavit" and the "Compliance Plan Affidavit." The board will notify the resident whether or not an exception will be made in each case. If the Board does not approve the request, or, if the out-of compliance situation continues beyond any agreed-upon time, a fine of up to \$200 per day may be levied, retroactive to the day that the violation of compliance or the end date of the temporary waiver is reached - whichever applies - continuing until the Owner is in compliance.

The Board shall publish and adhere to rules and procedures that demonstrate this intent by observing published rules, completing reliable surveys, and providing affidavits by which the Secretary of the Association can provide verification that there is compliance with said intent. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of verifying the intent to provide housing for older persons. These are the "Annual Resident-Occupant Survey", and, in the case of under-age out-of-compliance accusation or admission, "The Age Restriction Compliance Affidavit," and, "The Compliance Plan Affidavit." This age requirement for ownership shall not apply to an Owner who purchases a Lot as a residence for his or her relative(s) who meet the age requirements of this section. However, such owner shall not occupy the residence until such owner shall qualify under normal age rules. No occupant of housing in the properties and Subdivision shall be under the age of fifty five (55) years, except as noted above.

Builders shall be exempt from this section only insofar as ownership is concerned, not occupancy or residency. If a Builder-owned Lot is sold to another Builder; any successor in title of a Builder shall be subject to the requirement of ownership and occupancy set forth herein.

Section 4. Architectural Control

A. The Architectural Control Committee: In order to protect the overall integrity of the subdivision as well as the value of all Owners' improvements, an Architectural Control Committee ("ACC") is appointed by the VVHA Board of Directors and consists of not less than (5) members. Members of the ACC will serve for (2) year terms. The member(s) shall be appointed at the first regular Board meeting after the annual meeting of each year. The VVHA Board of Directors shall fill any vacancy in the ACC by a vote of two-thirds (2/3) of the total Board membership. The VVHA Board of Directors may remove and replace any member by a vote of two-thirds (2/3) of the total Board membership.

B. The Architectural Control Specifications: The ACC shall formulate and publish ACC specifications that comprehensively define the requirements for paragraph C of this section. A copy of such specifications will be furnished to Owners upon request.

A specification requires approval by majority vote of the ACC membership for passage, amendment, or rescission. Such specifications formulated by the ACC and all changes to them, must be approved by the Board by a vote of two-thirds (2/3) of the total Board membership prior to publication and implementation. The Board shall approve the said specifications as a collective group. The ACC shall develop a water conservation policy for the VVHA and review said policy on an annual basis.

C. Owner Responsibilities and Penalties: The Owner or Builder of any Unimproved or Improved Lot shall submit plans for any new construction, changes on a completely Improved Lot, improvements to the exterior of a completed structure, or changes in landscaping appearance of an Improved Lot to the ACC for approval. The request for approval must be written and sent to the Secretary of the VVHA. The postmark of that letter will begin the time period of twenty-one (21) days for the ACC to reply to the request. The request for approval of the changes desired on said Lot must include the following information:

1. **For new building construction:** Finished floor and ground elevations, exterior elevations, exterior finish notations including paint color, and plat or site plan showing easements and building location on the Lot and location of any fence, sidewalk or other structure to be installed in conjunction with the new construction. The name, license and insurance information of the architect and/or builder (in the event there is no separate architect). Repainting the exterior of a new addition to an existing structure in the same colors as the existing structure does not require ACC approval.
2. **For building remodeling:** The name of the builder and/or architect (in the event there is no separate architect). Finish floor and ground elevations and exterior elevations if changed from the original building; notation of any changes to exterior finish including exterior paint color. Interior remodeling is an exception.
3. **For landscaping:** The name of the contractor. A plan showing location and type of botanical planting including grass, shrubs, trees, rock or any material planned for initial landscape; a plan showing any desired changes to original landscaping. This covenant pertains to Front and Approved Lawns, but not Back lawns.
4. **For irrigation systems:** The name, license and insurance information of the contractor. A plan showing the location and type of sprinkler heads, location of main water line to solenoid valves or other type of control system, location of solenoid valves and location of distributing lines from solenoid valves or other type of control system to sprinkler heads. Such irrigation plans shall be included with each new building construction plan submitted to the ACC and shall be subject to ACC approval.

If the Owner or Builder fails to submit such information for new construction or improvements on a Lot to the ACC for approval, the Board, in its sole discretion, may levy a fine not to exceed two-hundred dollars (\$200) per day beginning on the day any improvement is

initiated on the said Lot, and continuing until such information is submitted to the ACC for approval and, in the event of a dispute initiated by the ACC, may continue until such information is accepted and/or approved. Article IV and Article V of this Declaration and Article 2 of the Bylaws will enforce and govern this action.

D. Architectural Control Committee Responsibilities and Authority:

- 1.** The ACC shall be responsible for insuring that all covenants in this section of the Declaration are complied with during the day-to-day operation of the Association. The ACC shall review and ensure that all improvements within the Subdivision are:
 1. Architecturally, aesthetically, ecologically, and environmentally designed to be compatible with the existing Subdivision;
 2. And with all other improvements in the Subdivision and that they be in harmony with their natural surroundings;
 3. And that they be in harmony with the intent of providing the atmosphere of a Senior (55+) community
- 2.** The ACC shall review all plans that are submitted and shall consider the location of common areas, easements, and Lot boundaries with the Builder in its review when considering new construction for approval.
- 3.** The ACC shall have full authority to utilize its sole discretion in approving or disapproving any plans and specifications that are submitted. A majority of the votes cast by the ACC is required for approval. Each member of the ACC that is not on extended absence from Vicksburg Village [absent for longer than fourteen (14) days] must be afforded the opportunity to vote on each ACC issue.
- 4.** All voting actions of the ACC must be documented and retained in the VVHA files. The ACC may disapprove the construction or design of any improvement on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision or to preserve the serenity and natural beauty of any surroundings.
- 5.** In the event the ACC fails to rule upon submitted plans or to request additional information reasonably required within twenty-one (21) days after submission (post-mark date of written request, or the Association office "received" stamp date, whichever is relevant or earliest), approval will be deemed granted. Any request by the ACC for additional information from the Owner must be requested within the twenty-one (21) day period. No matter how long it takes to provide the information, the request will not be deemed granted until

the ACC receives the information plus 3 days to consider it; at which time the ACC may deem the request to be granted or not granted.

6. Prior approvals and/or disapprovals of the ACC pertaining to any improvement, activity, or matter of design or aesthetics shall not be deemed binding upon the ACC. In the event of later requests for approval of the same or similar improvements, activity or matter, if the ACC determines that the repetition of such activity or matter will have an adverse effect on the Subdivision, the ACC shall have the express power to construe, to its satisfaction, any covenant, condition, or restriction herein that may be capable of more than one interpretation in order to reject or approve the same or similar request.

The approval, or failure to approve, by the ACC shall not be deemed to constitute any warranty or any representation of any kind by the ACC including, without limitation, any warranty or any representation relating to fitness, design or adequacy of any proposed construction or compliance with applicable statutes, codes, and rules.

7. The ACC, with approval of the Board, shall have the authority to employ professional consultants at the expense of the VVHA to assist it in performance of its duties. The decision of the ACC shall be conclusive and binding upon the applicant; however, the applicant, and only the applicant shall appeal the ACC decision to the Board.

The appeal must be in writing and sent to the Secretary of the VVHA by U.S. Mail. The Board must provide a ruling on the appeal within fourteen (14) days of written notice by the Owner. The postmark of the written notice by the Owner shall begin the fourteen (14) day period.

8. The Board, in its sole discretion, may disapprove or reverse any decision of the ACC. Such action by the Board must occur within 10 days of the specific ACC approval decision by the Board by resubmitting the application in the same or similar form to the ACC for reconsideration within fifteen (15) days of the Board decision of disapproval. On any specific application, only one appeal of this type of Board disapproval ("reconsideration," above) is permitted.
9. A majority of the members of the Board is required to approve or disapprove the decision of the ACC on any specific project. The decision of the Board will govern and is final.

Section 5. Minimum Square Footage within Improvements. For any new construction within the Subdivision, the living area on the ground floor of the residential dwelling (exclusive of porches, garages, and servants' quarters) shall be not less than sixteen hundred (1600) square feet for a one-story dwelling. The total living area for multi-story Living Unit shall be not less than eighteen hundred (1800) square feet.

Section 6. Location of the Improvements upon the Lot.

A. Setback Lines. The setback lines indicated on the Subdivision Plat shall establish all setbacks for buildings and other improvements. In the absence of any indication on the plat, then any and all such setbacks shall be established by then applicable Ordinances of the City of Kerrville, Texas.

B. Zero Lot Line - Detached. Improvements may be constructed so as to have one outside wall abutting the side property line designated as the zero setback line for that Lot, except in the case of corner Lots or unless a different layout is authorized in writing by the ACC. Corner Lots may have a zero setback line opposite the side street. To provide for uniformity and proper utilization of the building area within the Lots, dwellings or appurtenant structures on a Lot shall be located on the Lot in accordance with the then applicable Ordinances of the City of Kerrville, Texas, and with the approval of the ACC. Walls on a zero setback line may have openings (such as windows of any type and doors of any type) if such wall(s) face onto a common area(s) or easement(s) if such openings are permitted by the then applicable Ordinances of the City of Kerrville, Texas and are approved by the ACC. The sidewall of the Living Unit or appurtenant structure built on the zero setback line shall be constructed using permanent low-maintenance material in accordance with the applicable Ordinances of the said City of Kerrville, Texas and approved by the ACC. The Owner of any adjacent Lot shall not attach anything to the side wall or fence located upon the zero setback line; nor shall the Owner of any adjacent Lot alter in any manner, e.g., structure, color, material or otherwise, a side wall or fenced located upon a zero setback line without the written approval of the ACC. Either Owner of adjacent Lots may submit plans and a request for construction of or change of said structures to the ACC, but the Owner initiating the request must submit a written copy of the request is submitted to the ACC. The approval process shall follow all procedures according to Article 2, Section 4 of this Declaration.

Zero Lot Line - Attached. Improvements may be constructed on two adjoining Lots each abutting the common Lot line

Section 7. Adjoining Lots and Re-subdivision.

A. Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines

rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the ACC and are subject to local regulation.

B. Re-subdivision of Lots. No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless each Lot resulting from such re-subdivision shall have a minimum width of thirty-two (32) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the re-subdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such re-subdivision results in each re-subdivided Lot having the minimum Lot width aforesaid. Any such re-subdivision must be approved by the ACC and are subject to local regulation.

Section 8. Easements. Easements for installation and maintenance of utilities are reserved as shown and provided for on the recorded plat. Placement of any structures of any kind upon said easements is prohibited. Any non-structural improvements, shrubbery, trees, flowers, or landscaping of any type, within or affected by said easements, are placed at the sole risk of the Owner. The VVHA shall not be held liable for any damage done to non-structural improvements, shrubbery, trees, flowers, or landscaping of any type in any circumstance. Further, all Lots and Common Areas adjoining Lots with improvements situated on the zero setback line shall be subject to a four (4) foot easement for the construction, repair and maintenance of improvements located on the zero setback line of the adjacent Lot (excepting where common or abutting walls exist).

Section 9. Prohibition of Trade and Offensive Activities. No Lot, or any improvement(s) thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services of a purely personal nature as long as such services do not attribute to the Lot any appearance of a commercial or nonresidential use. Sales of goods (garage sales) may be permitted but not to exceed one (1) such sale per calendar year per household with a maximum duration of two (2) consecutive days for the sale.

Section 10. Use of Temporary Structures. No structures of a temporary character, mobile home, camper, trailer, tent, shack, garage, barn, or other outbuilding shall be allowed. However, small storage sheds (out of view from the street) may be erected, but only with the approval of the Architectural Control Committee.

Section 11. Storage of Automobiles, Boat, Trailers, and Other Vehicles. The Board shall enforce restrictions governing parking of trailers, inoperative automobiles, or recreational vehicles (including pickup trucks with camper attachments) on Owners Lots, the Common areas, and Public Street parking in conjunction with the ordinances of the City of Kerrville. No trailers of any kind, inoperative automobiles, or recreational vehicles of any kind including pickup trucks with camper attachments shall be parked in the common area parking Lots, in an Owners' driveway or forward of the Owners' front building line more often than one period, not to exceed a forty-eight (48) consecutive hour time period during any seven (7) day span of time. The consecutive time period shall be interpreted to mean continuous time even though the vehicle may be moved slightly or be absent for a short period of time. Contractor/construction vehicles are exempt from this rule while working on an owner's residence. However, parking in excess of 2 weeks (14 days) will require a waiver with approval from the board of Directors. Any

waiver request will require an explanation to the Board, detailing the reason for the delay, and informing the board of the anticipated completion date.

A. An exception may be made, before said vehicle is parked in the area in question, in that instance in which the vehicle is the primary means of transportation of the Owner providing that the bumper to bumper length of primary transportation vehicles shall not exceed 222 inches (18.5 feet). If a member owns a recreational vehicle and desires to be granted an exception to this section, the member must notify the Board in writing of such request and specifically describe the vehicle that is the primary means of transportation. The Board may grant an exception for one calendar year after which the exception will expire. The Owner may reapply for an exception under the same terms as described above in this section. If the vehicle is parked in an area in question, and permission is not granted, the board may levy a fine of up to \$200/day until the vehicle is removed retroactive to the first day it was parked there.

B. An exception may be made for automobiles, pickup trucks (including camper attachments), or sport utility vehicles if the vehicles are of bumper to bumper length not exceeding 222 inches (18.5 feet) and are the primary vehicle of the guest(s) of an Owner. In that instance, the time for parking in the common area parking Lots, in an Owner's driveway or forward of the Owner's front building line will be governed by Article V, Section 4 of the Declaration.

Long term storage of the above-named trailers and vehicles is permitted on Subdivision and Properties only within garages or structures approved by the ACC. No Owner or person may park on any city street within the Subdivision any truck, van, bus, recreational vehicle, trailer, or other vehicle, or any combination of such from the front bumper to the rear bumper, exclusive of grill guards; or if the item is a trailer, twenty-two (22) feet in length measured from front hitch to the rear bumper. (City of Kerrville Ordinance No. 97.05.)

Section 12. Mineral Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall any wells, windmills, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick of any kind or other structures designed for the use of boring for oil, water, or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 13. Animal Husbandry. The Board shall enforce restrictions governing animals, livestock or poultry of any kind that are intended to be kept as house pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets of the domestic variety may be kept provided that they are not kept, bred or maintained for commercial purposes and provided that not more than two (2) of each type of animal is kept.

All pets must be on a leash that is in the hand of an Owner or occupant and controlled by the Owner or occupant at all times when outside of the enclosed home structure of the Owner. In the

event that prior to the ratification of these CC&R's, the ACC had approved an Owner's request for a backyard fence intended to confine a dog, the hand-held leash requirement shall not apply to the dog for which the fence was constructed. The leash requirement will apply, however, to any new pet acquired by the Owner subsequent to the effective date of the ratification of these CC&R's. The Owner of an animal shall be responsible for the prompt cleanup or removal of any droppings of the animal. A dog run is prohibited - this prohibits any fence for the purpose of confining, housing or "pottying" a pet, for any length of time.

If two or more members send written complaints to the Board about a specific animal, the Board shall investigate the complaint(s). If the Board finds that the complaints are valid and the animal poses either a nuisance or a physical threat or justifiably perceived physical threat to other members or their animals, the Board shall take action to fine the member/owner housing the offending animal and initiate action to have a City of Kerrville ticket issued under Kerrville animal nuisance ordinance to the Owner or keeper of the offending animal; or have the animal removed from the areal limits of the Association. The Board shall be authorized to initiate court action under this section. This section shall apply to an animal either owned by the member giving domicile or to an animal owned by another party and being given domicile by the member.

Section 14. Walls, Fences and Hedges. No wall, fence or multiple shrub hedge higher than four (4) feet shall be erected or maintained nearer to the front Lot line than the front building line on such Lot, nor on corner Lots nearer to the front Lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. However, a retaining wall may exceed six (6) feet in height on a Lot or adjacent Lots if approved by the ACC when considering safety, environmental, or aesthetic factors. No wire or chain link fence type of construction will be permitted on any Lot.

Any wall, fence, or hedge erected on a Lot by the builders or their assigns, shall pass in ownership with title to the Lot. It shall be the Owner's responsibility to maintain and cover expenses for said wall, fence, or hedge thereafter. No walls, fences, and/or hedges shall be erected or maintained on any Lot within the Properties herein without the prior written consent of the ACC. If an Owner desires to revise or remove a wall, fence, or multiple shrub hedges, the plan must be submitted to the ACC according to the requirements of this Declaration. However, the approval, or not, of the replacement of such wall, fence or multiple shrub hedge shall not be excluded in this amendment of the CC&R's.

Any walls, fence, or multiple shrub hedges that have been erected and established prior to the ratification of this amended Declaration shall be excluded from this ACC consent requirement. However, it shall be the Owner's responsibility to maintain and cover expenses for any excluded said wall, fence, or hedge thereafter. To qualify for this exclusion, an Owner shall submit a brief structural and legal Lot description of the existing wall, fence, or multiple shrub hedges to the Secretary of the VVHA within 60 days of ratification of this amended Declaration. Records of such exclusion shall be maintained in the VVHA office records.

Section 15. Storage of Materials; Accumulation of Trash, etc. All Lots must comply with the requirements of the City of Kerrville Ordinances. The use of any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon is prohibited. The accumulation of garbage, trash or rubbish of any kind or the burning (except as permitted by law) of any such materials is prohibited. In the event of violation of any of the above provisions on the part of the Owner or occupant of any Lot and in the event such violation continues ten (10) days after written notice to the owner or occupant thereof by U.S. Mail to the registered address of the Owner (Article 3.5.3 under the Bylaws), the VVHA may obtain a court order to have the violation corrected. In that instance, the VVHA or its assigns may without any liability in trespass or otherwise for so doing, enter upon said Lot and remove or cause to be removed such garbage, trash and rubbish, or take any other action necessary to secure compliance with this Declaration and to place said Lot in a neat, attractive, healthful and sanitary condition. VVHA shall assess the Owner or occupant of such Lot for the actual cost of such work plus all costs and fees related to said removal. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such costs or assessments immediately upon receipt of the assessment for the VVHA. In the even any such charge shall remain unpaid for thirty (30) days after written notice thereof; such charge shall become a lien on such Lot as required herein.

Section 16. Signs, Advertisements, Billboards. The Board shall enforce restrictions for the size, display, and maintenance of all signs on Common areas, Improved Lots and Unimproved Lots. No sign, advertisement, billboard, or advertising structure of any kind shall be placed, maintained, or displayed to public view on any Lot except as follows:

- A.** Political signs are permissible on Improved Lots only and must be in accordance with Texas Property code, Section 202.009.
- B.** Security company-provided signs are permissible only in the case that the security equipment is installed, functioning and the subscription with the security company indicated on the sign is current.
- C. Improved Lots.** An owner of an Improved Lot may, either personally or through a designated agent, advertise that Improved Lot as being for sale. The sign shall clearly display the words, "For Sale," and be no more than two and one half feet square (2½ by 2½ feet) and may be placed on that part of the house exterior closest to the street or on the Front Lawn. Regardless of the number of streets adjoining the Improved Lot, there shall be no more than one (1) sign on any one Improved Lot.
- D. Unimproved Lots.** An owner of an Unimproved Lot may, either personally or through a designated agent, advertise that Lot as being for sale. The sign shall clearly display the words, "For Sale," and be no more than two and one half feet square (2½ by 2½ feet) and shall be placed no closer than ten (10) feet from the street. Regardless of the number of streets adjoining the Unimproved Lot, there shall be no more than one (1) sign on that Lot. If the Owner of an Unimproved Lot selects a real estate agent to advertise and sell his Lot(s), the real estate agent must provide the VVHA with documented written proof that he, the agent, is acting under the authority of the titled owner(s) of the Lot(s) and that said proof identifies the title owner. The proof must be provided to the Secretary of the VVHA in writing before

any signs are erected or posted. In the absence of such proof, all unauthorized signs will be removed by the VVHA.

Section 17. Contractor/Builder Use of Storage Area or Model Home. Notwithstanding anything to the contrary herein contained, a builder who owns property in the Subdivision subject to this Declaration may maintain on each owned Lot, a storage area, a builder model unit, and one (1) for sale sign not larger than two and one half feet square (2½ by 2½ feet). When the Lot is sold, the Builder must remove signs and storage areas from the Lot within ten (10) days of closing. Such signage is subject to Article II, Section 16, and C & D (above, in these CC&R's).

Section 18. Antennae. No microwave dishes, radio (citizen bands or otherwise) or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are designed to receive satellite television, radio analog, or digital signals of any kind and are one (1) meter or less in diameter or diagonal measurement. In the case of any roof-, chimney- or exterior wall-installed antenna: If there is more than one location where the antenna can receive adequate signal, the location must be chosen which is, in order of priority: firstly, least visible to the street; secondly, least visible to the adjacent house(s). In the case of a corner lot, this refers to both streets. The type of bracketing and length of wire will not be a consideration.

Section 19. Underground Electric Service. An underground electric distribution system will be installed on the Properties. The Owner of each Lot shall, at his own cost, furnish, install, own and maintain (all in accordance with the requirement of local governing authorities and the National Electrical Code) such connections and metering equipment on and about the Lot to the satisfaction of the electric power company furnishing service. For so long as underground service is maintained, the electric service to each Lot therein shall be underground, uniform in character and, at minimum, of the type known as single phase, 120/240 volt, three wires, 60 cycles, alternating current.

Section 20. Maintenance of Zero Lot Line Attached Buildings. The Owner of each Zero Lot Line Attached Building shall continue to be responsible for maintenance of and repairs to roofs, glass in windows and doors, and for all interior and structural matters, as well as party walls, interior plumbing, electrical and foundation maintenance and repairs. Each wall and roof which is built as part of the original construction of any Zero Lot line Attached Building upon the Properties and placed on the dividing line between Lots shall constitute a common wall and roof, and, to the extent consistent with the provisions of this Article, the general rules of applicable law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 21. Sharing of Repair of Zero Lot Line Attached Buildings. The cost of reasonable repair and maintenance of a common wall (party wall) or roofs shall be shared equally by the Owners who make use of the wall or roof.

A. Destruction by Fire or Other Casualty. If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the other Owner thereafter makes use of the wall or roof, that Owner shall contribute to the cost of restoration thereof in proportion to such use without

prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for Zero Lot Line Attached Buildings, the total exterior of both Properties must be completely restored to their comparable condition existing before the destruction that resulted from fire or other casualty.

B. Weatherproofing. Notwithstanding anything to the contrary herein contained, an Owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements or of repairs occasioned by such exposure.

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

D. Settling of Disputes. In the event of any dispute arising concerning a common wall or roof, or any other circumstance under the provisions of this Section 21, VVHA shall have full and complete authority in considering and settling said dispute. The decision of the VVHA Board of Directors shall be final.

Section 22. Responsibility for Care of Lawns and Common Areas. VVHA shall be responsible for design approval, water and water policy, maintenance, and upkeep of all Common Areas and for Front and Approved lawns (as defined herein). For Front and Approved lawns, maintenance shall be limited to:

- A.** Lawn care such as cutting, trimming, fertilizing, and watering; and to the trimming of shrubs ranging in height from one (1) foot to five (5) feet, and,
- B.** The operation, repair, and management of the sprinkler systems on defined front and approved lawns.

These Common areas and Front and Approved lawns shall be planted with grass unless an alternative ground cover is approved by the ACC. Maintenance conditions and restrictions shall be defined and managed through the rules established in accordance with Article 6 of the Bylaws.

The conditions and restrictions of this section shall permit the Board, in its discretion, to consider watering and lawn maintenance policy taking into account water costs, water restrictions imposed by a government agency, or costs of general maintenance of the defined lawns when establishing rules as permitted by Article 6 of the Bylaws.

Section 23. Other Activities and Uses. The following activities and uses are prohibited within the Properties:

- A.** Noxious or offensive activity of any sort, or any activity or use that may be or become an annoyance or nuisance to the neighborhood.

- B.** Maintenance or repair of any vehicles, boats, motorcycles, or trailers in public view. An exception is granted to an Owner washing or polishing his primary vehicle in the garage or driveway.
- C.** Drying of clothes, or the storage of lawn and/or yard equipment, where exposed to public view. Such activity or storage is permitted, however, within enclosed garages even though exposed to public view when the garage door is open.
- D.** Any activity including but not limited to the use, construction or maintenance of any structure which violates, in any way, any law, statute, ordinance, regulation, or rule of any Federal, or applicable State, County, City or other governmental entity.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Upon the purchase of a Lot, every Owner of a Lot or Lots in the Properties shall become and remain a Member of the VVHA until such time the Lot is sold and/or conveyed to another Owner. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Any person or entity shall be a Member of the Association by virtue of being an Owner, spouse of an owner or joint owner of a Residential Unit.

Section 2. Owners are entitled to one vote per Lot owned. The Vote for such Lot shall be exercised as the Owner determines, but in no event shall more than one vote be cast with respect to any such Lot. Fractional votes on any Lot are prohibited.

Section 3. Meeting and Voting. The manner of meeting and voting by VVHA shall be governed by the Bylaws.

Section 4. Board of Directors. VVHA shall have a Board of Directors composed of members specified in Article 2.1 of the Bylaws, but not less than (3) members; (TNPCA, Article 1396 – 2.12-A.) The Bylaws of VVHA shall specify the procedure for nomination and election of Directors, as well as the terms to be served by the respective Board members. The powers of the Board of Directors shall be as provided in the Texas Non-Profit Corporation Act, the Articles of Incorporation, and the Bylaws.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Upon acceptance of deed(s) of a Lot(s), the Owner(s) of said Lot(s), whether or not it shall be so expressed in such deed(s), agree(s) and covenant(s) to pay VVHA all the following assessments levied upon their Lot(s) in accordance with this Declaration. All sums assessed as provided for in this Declaration but unpaid, together with interest, costs of collection and reasonable attorney's fees, shall be a continuing lien and charge upon the Lot against which such assessment is made and shall bind and be continuing upon such Lot. Each assessment, together with interest rates on said assessments, not to exceed twelve percent (12%) per annum, costs and reasonable attorney's fees, shall also be the personal and continuing obligation and debt of the Owner(s) of the Lot at the time the assessment falls due until paid in full.

Section 2. Types and Purpose of Assessments.

A. General Assessment: For the purpose of maintaining certain Owners' property and Common Areas including, but not limited to as follows:

1. Compliance with the intent of this Declaration and herein defined responsibilities of the VVHA.
2. The promotion of the recreation, health, safety, and welfare of the Owners of the Properties.
3. The maintenance, care, and improvements of the Common Areas for which the VVHA herein takes responsibility.
4. The maintenance of all Front lawns and Approved lawns in the Subdivision, and the private utilities and structures in the Subdivision for which VVHA has assumed maintenance responsibility hereunder in accordance with current VVHA rules and the maintenance plan prepared by the VVHA,
5. Provision for the operation and maintenance of the Clubhouse for the benefit of the Owners.

B. Clubhouse Purchase Assessment: A Clubhouse maintenance assessment is established in order to defray maintenance costs of the Clubhouse. This is a one time charge to an Owner when acquiring improved Lot from a Builder.

C. Special Assessments: For capital additions or for repayment of funds borrowed and used in payment of capital additions. Such assessments shall be established and collected as hereinafter provided.

Section 3. Determination of Assessment Amounts and Changes Thereto.

A. General Assessment: The General Assessment will be changed by the VVHA from time to time as deemed necessary by projections of the anticipated costs of fulfilling its responsibilities and obligations in meeting the requirements of this Declaration.

VVHA shall not be entitled to any handling or service charges but shall be entitled to include in said General Assessment the anticipated actual cost of such services including compensation paid to contractors or VVHA employees authorized by the Board.

In fixing the amount of the General Assessment, the Board may consider the reasonably anticipated depreciation, improvements, necessary replacement and repair of capital assets. The Board may from time to time establish one or more funds or accounts to accumulate amounts deemed necessary therefore, provided, nevertheless, that any increase in the General Assessment, including allowances for depreciation, replacement or repair of capital assets or improvements may not exceed an increase in the General Assessment amount more than fifteen per cent (15%) per calendar year, the specific amount to be set by the Board.

B. Clubhouse Maintenance Assessment: A one-time assessment charge of \$1000 per each Improved Lot.

C. Special Assessments: Notwithstanding anything to the contrary herein contained, and in addition to the General Assessment and the Clubhouse Purchase Assessment authorized elsewhere, VVHA may levy, in any calendar year, one or more Special Assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of capital additions such as the cost of any construction or reconstruction of a capital improvement upon the Common Areas or the Clubhouse, including fixtures and personal property related thereto. This Declaration authorizes a dollar amount of the Special Assessment as defined in Article 2.9 of the Bylaws. Any such Special Assessment, if levied by the Board, shall have the assent of sixty-percent (60%) of the votes cast by Members who are voting in person or by proxy at a meeting called by the Board for this purpose.

Section 4. Notice and Quorum for any Action Authorized Under Section 3-C. Written notice of any meeting called for the purpose of taking any action authorized under Section 3-C shall be mailed (by U.S. First Class mail) to all voting Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members in person or by proxy entitled to cast sixty percent (60%) of the votes shall constitute a quorum. If the required quorum is not present no meeting will take place. A notice in like manner for another meeting may be issued within sixty (60) days. At said second meeting, the presence of Members in person or by proxy entitled to cast fifty-one percent (51%) of the votes shall constitute a quorum. If a second meeting fails to achieve a quorum as defined in this section, the Board may call successive meetings every 90 days for consideration of the same Special Assessment. No other business may be considered at a successive meeting. The required quorum for any successive meeting shall be the presence of Members in person or by proxy entitled to cast fifty-one (51%) of the total voting membership.

Section 5. Determination of applicability of Assessments and Fines.

- A. General Assessment:** The full General Assessment shall be uniformly applicable to each Improved Lot in the Properties except those Improved Lots owned by builders. The date on which the improvements on an Unimproved Lot have "been substantially completed" and the Lot becomes an Improved Lot subject to the full General Assessment shall be determined by the Board.

The Board, at its sole discretion, shall determine what percentage of the General Assessment shall be levied monthly on builders and owners of Unimproved Lots until the Lot is determined to be an Improved Lot not owned by a builder. The levy on a builder-owned Lot may be deferred and considered an accrued liability on said Lot payable upon sale of the Lot.

- B. Clubhouse Maintenance Assessment:** The one-time assessment of \$1000 shall be applied to any new Owner by the VVHA at the time of initial purchase closing of the first sale of an Improved Lot.

- C. Special Assessments:** Special Assessments shall, except as herein provided to the contrary, be uniformly applicable to each Lot in the Properties with the exception of Lots owned by the builders.;

- D. Member Charge:** The Board is authorized by this Declaration to levy fines for violations of this Declaration and/or the Bylaws. The amount of the fine will be established by the Board under the provision of Article 2 of the Bylaws. Article III of this Declaration shall apply if the fine is not paid.

A foreclosure sale is prohibited if the Association has assessed the fines and there are associated attorney's fees incurred by the Association when assessing said fines. (Texas Property Owners Protection Act 209.009.) An Owner's easement of enjoyment may be suspended under Article V, Section 3, Paragraph B of this Declaration in conjunction with or in lieu of a fine.

Section 6. Collection Assessments.

- A. General Assessments:** General Assessments shall be payable as applicable by Owners on a monthly basis on the first day of each calendar month unless VVHA shall determine that said Assessment shall be payable on a quarterly basis on such dates as VVHA shall designate. Payment of all deferred assessments on builder owned Lots becomes due in full from builder immediately upon the first sale of either an Improved or Unimproved property to a new Owner, such deferred assessments to be paid at closing.

- B. Clubhouse Maintenance Assessment:** A new owner shall pay the one-time assessment of \$1000 to the VVHA at the time of initial purchase closing of an Improved Lot. A re-platted Lot shall be assessed for one Lot.

- C. Special Assessments:** Special Assessments shall be paid on or before the date

specified by the Board in view of the urgency of the purpose for which the Special Assessment is established.

Section 7. Date of Commencement of Changes in General Assessment. Changes in the amount of the General Assessment shall take effect on the first day of the calendar month beginning next after the expiration of ninety (90) days from the date of passage of such change.

Section 8. Effect of Nonpayment of Assessments; Remedies of VVHA. The Board may, upon request, without any liability for doing so and for reasonable charge, furnish a certificate signed by an officer of the VVHA setting forth whether the assessments on a specified Lot have been paid and the amount of delinquencies, if any. The Board shall not be required to obtain Owner(s) permission for such certificates but may deliver such certificate to any party who, in the Board's judgment, has a legitimate reason for requesting it. The process for this action should follow the rules of Article 2 of the Bylaws as authorized by this Declaration.

Any assessments not paid within thirty (30) days after the due date shall incur late charges at a rate not to exceed twelve (12%) percent per annum from the date due until paid. The specific rate may vary and shall be established by the Board. This Declaration restricts change in interest rate under this section to be made only twice (2) per calendar year.

The VVHA may bring action at law against the Owner(s) personally obligated to pay the assessment, or foreclose the lien against the Lot involved. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or Clubhouse or by abandonment of their Lot. Further, the powers and enforcement granted to the Board in this paragraph shall be cumulative of and shall be in addition to all other lawful remedies and powers of the VVHA.

Section 9. Subordination of the Lien to Mortgages. The lien for the Assessments provided for herein shall be superior to all other liens and charges against said Lot except only for federal, state and county tax liens, liens for purchase money and/or construction financing and all sums unpaid on a first deed of a trust lien of record, which liens for such purposes shall be superior to the assessment lien herein provided with the understanding that assessments subsequent to a foreclosure of such a superior lien shall continue to bind a mortgaged property and be secured by an assessment lien as herein provided.

To evidence the assessment lien, the Board may prepare a written notice of an assessment lien, setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by said lien and a description of the Lot. Said notice shall be signed by an Officer of or the Attorney for the VVHA and shall be filed and recorded in the office of the County Clerk of Kerr County, Texas. Except as otherwise provided herein, no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the said lien therefore, but said lien shall exist as, and constitute, a separate and distinct charge and lien on each Lot.

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The VVHA, the City of Kerrville or any Owner shall have the right to 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 this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Interpretation, Severability of Provisions, and Construction. If this Declaration or any word, phrase, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. This Declaration is intended to be a dedicatory instrument as defined in Texas Property Code 202.001 (1). Invalidity of any one (1) or more of these covenants, conditions, or restrictions by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

If any punctuation, word, phrase, clause, sentence, or provision necessary to meaning, validity, or effect to any other word, clause, phrase, sentence, or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference. The covenants, conditions, and restrictions of this Declaration shall be liberally construed to give effect to their intended meaning.

Section 3. Owner's Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to any Common Areas, including the Clubhouse (when full General Assessment is paid), which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

- A.** A right of the VVHA to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the Common Areas.
- B.** A right of the VVHA to suspend the voting rights of an Owner and the use of any recreational facility, including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a period not to exceed sixty (60) days for any single infraction of its published rules, during which any assessment or fine against subject Lot or Owner remains unpaid; and, a right of the VVHA to suspend the voting rights of an Owner and use of any recreational facility, including the Clubhouse, if such use is then provided by the VVHA, by an Owner for a six (6) month period within any twelve (12) month span of time for a repeated infraction of its published rules and regulations. Such suspensions require a majority vote of the Board.
- C.** A right of VVHA to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners as herein provided. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Lot owners

agreeing to such dedication or transfer has been filed and recorded in the Official Public Records of Real Property of Kerr County, Texas.

D. A right of VVHA to collect and disburse funds as set forth in Article IV.

Section 4. Delegation of Members Rights and Use. Restrictions for the delegation and/or sharing of the rights of enjoyment of VVHA common areas and facilities, including the usage of common areas and facilities, are authorized and shall be enforced. Common Areas, the Clubhouse, and residences in Vicksburg Village are intended primarily for the use of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Owner members, tenants (as allowed herein), and contract purchasers who resided on the Owner's Lot may share the right of use of these facilities with guests subject to the following restrictions:

- A. Common areas and their facilities, (including the Clubhouse) may be shared with guests* of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Such shared rights to any guests shall not exceed thirty (30) day per calendar year. "Guests" are defined as visitors, relatives or friends of the Owner member, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot but should not be construed to include organized groups such as political groups or organizations, church groups or organizations, charity organizations, or fraternal organizations such as lodges, etc.
- B. All guests sharing a member Owner's residence may also use the common areas and facilities (including the clubhouse), but must be accompanied by a member Owner, tenant, or contract purchaser at all times while using the Clubhouse.
- C. To implement and manage some of the rights of enjoyment and usage described in Article V, Section 3 and 4 of this Declaration in particular to ensure the efficient operation and use of the clubhouse, the Board shall establish The Clubhouse Use Committee. The policies for clubhouse reservations shall be recommended to the Board by this committee and if approved by the Board shall be implemented by the Clubhouse Use Committee. Violations of such rules by any Member are subject to a Member charge as authorized by this Declaration as defined in Article 2.8.8 of the Bylaws. Only the kitchen area of the Clubhouse may be reserved by Members except in those instances that meet the following conditions:
 - 1. The requested exclusive use of the Clubhouse social area and kitchen does not conflict with any other previously scheduled Member event (or the participants in such scheduled event agree to reschedule their event.)
 - 2. The advance time requirement for application of exclusive use of the Clubhouse shall be established by rules promulgated and published by the Clubhouse Use Committee as authorized and defined under Article 6 or the Bylaws.

3. The Board approves the exclusive use of a Member function that, in the Board's opinion would not lend itself to sharing with Members that are not part of the function that is requesting exclusive use.
4. Exclusive use, if granted by the Board, can be no longer than one (1) eight (8) hour period.
5. The exclusive use function meets all other criteria for Clubhouse use such as those set out in Article V, Section 4 o this Declaration and all rules for Clubhouse use.
6. No participants in an exclusive use function will be allowed in the swimming pool area.

Section 5. Amendment or Annexation. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Lots in the Subdivision. This Declaration may be amended by an instrument approved by the Lot Owners of not less than sixty percent (60%) of the Lots within the Subdivision. In the event of annexation, approval must be given by two-thirds (2/3) of the Lot Owners. No person shall be charged with notice of or inquiry with respect to any amendment until and unless the President of the VVHA has certified it as to the requisite number of Lots and recorded and filed in the Deed Records of Kerr County, Texas.

Section 6. Areal Limitations.

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas; and Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and Vicksburg Village Section 2, a Subdivision of Kerr County, Texas recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and Vicksburg Village, Section 3, a Subdivision of Kerr county, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; constitutes the entire areal extent of Properties.

Additional residential property and Common Areas, that are either contiguous or noncontiguous to present areal limitations, may be annexed to Vicksburg Village with the consent of two-thirds (2/3) of the Lots assenting in person or by proxy at a meeting called for the purpose of such approval, notwithstanding anything to the contrary herein contained.

Section 7. Powers of VVHA. VVHA shall have all those powers, duties and responsibilities set out herein and in such amendments to this Declaration as may from time to time be made, and such other powers, duties and responsibilities consistent herewith provided in its Articles of Incorporation and its Bylaws as the same may be amended from time to time by proper action of its Members, and the Texas Non-Profit Corporation Act.

Section 8. Removal Process. The removal of an officer or a director of the VVHA shall be processed in accordance with the Bylaws.

Section 9. Hierarchy of Documents. The hierarchy of documents is listed in descending order of authority:

- A.** Texas Non-Profit Corporation Act
- B.** Articles of Incorporation
- C.** Declaration of Covenants, Conditions, and Restrictions
- D.** Bylaws
- E.** Rules

Section 10. Gender and Grammar. This singular, whenever used herein shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make provisions here apply either to corporations or individuals, or to males or female, shall in all cases be assumed as though in each case fully expressed.

**CHRONOLOGICAL TABLE OF
COVENANTS, CONDITIONS, & RESTRICTIONS**

| FILE | TITLE | DATE EXECUTED | DATE RECORDED |
|--------------------------------------|---|--------------------------|--------------------------|
| No. 9417, Volume 306, Page 273 | Declaration of Covenants, Conditions and Restriction Vicksburg Village and Yorktown Phase One | 11/05/1984 | 11/07/1984 |
| No. 5989, Volume 331, Page 333 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/28/1985 | 06/28/1985 |
| No. 5495, Volume 436, Page 174 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 07/20/1987 | 07/20/1987 |
| No. 7246, Volume 444, Page 223 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 09/25/1987 | 09/28/1987 |
| No. 5187, Volume 522, Page 150 | Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 06/21/1989 | 09/08/1989 |
| No. 2161, Volume 893, Page 329 | Third Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One | 03/19/1997 | 03/27/1997 |
| No. 829, Volume 1049, | Fourth Amended Declaration of Covenants, Conditions and | 02/24/2000 | 02/01/2000 |

| | | | |
|---|--|------------|------------|
| Page 154 | Restrictions Vicksburg Village and Yorktown Phase One | | |
| No. 9702-05, Volume 1468, Page 537-556 | Fifth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | 09/19/2005 | 09/20/2005 |
| No. 03402, Volume 1515, Pages 0385-0405 | Sixth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | 03/23/2006 | 04/10/2006 |
| No. 004848, Volume 1607, Pages 501-528 | Seventh Amended Declaration of Covenants, Conditions, and Restrictions of the Vicksburg Village Homeowners Association | 05/21/2007 | 05/30/2007 |
| | Eighth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association | 11/10/2011 | |

ARTICLE VII


REGISTERED AGENT AND OFFICE

The Registered Agent of the VVHA shall be the Secretary of the VVHA with offices located in the VVHA Clubhouse. The official address of the VVHA shall be 300 Vicksburg Avenue, Kerrville, Texas 78028. The name of the registered agent for the VVHA and all subsequent changes in the agent or address shall be provided to the office of the Texas Secretary of State on the requisite form, Corporation Section, Austin, Texas. If the Board elects a new Secretary, the Secretary of State of Texas shall be notified of the name of the new Secretary within five days of the election.

This Eight Amended Declaration shall be effective from and after the date this instrument is filed and recorded in the Deed Records of Kerr County, Texas.

Executed this 14th day of November, 2011, by the VVHA and approved by the Owners of the Vicksburg Village Homeowners Association of Kerrville, Texas.

Vicksburg Village Homeowners Association of Kerrville, Texas


Donald H. Killmer, President
President of the VVHA

THE STATE OF TEXAS §

KERR COUNTY §

Before me, a notary public on this day personally appeared

Donald H. Killmer

Known to me to be the person whose name I subscribe to the foregoing instrument and, being by me first duly sworn and declared that he/she (they) executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this 14th day of November, 2011.

Geraldine Rodriguez
Notary Public, State of Texas



After recording please return to:

VVHA Secretary ☐ INDEXED

300 Vicksburg Avenue

Kerrville, TX 78028

☐ COMPARED

FILED AND RECORDED
At 1:14 o'clock P.M.
STATE OF TEXAS
COUNTY OF KERR



NOV 14 2011

I hereby certify that this instrument was filed in the Public Record, in
sequence on the date and time stamped hereon by me and was duly
recorded in the Official Public Records of Kerr County Texas.

James H. Papp, Kerr County Clerk

By [Signature] Deputy