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THIRD AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VICKSBURG VILLAGE AND YORKTOWN PHASE 1

(Superseding and replacing prior covenants)

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

THIS THIRD 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, INC., a Texas corporation (hereinafter referred to as the "Association"), for the purposes herein set forth as follows:

WHEREAS, FIRST NATIONAL BANK OF KERRVILLE as Declarant has heretofore caused an Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village and Yorktown Unit One to be recorded in Volume 331, Pages 331-358, CCR, July 8, 1985; Volume 436, Page 174, Amended CCR, July 20, 1987; Volume 444, Page 223, Amended CCR, October 12, 1987; Volume 522, Page 150, Amended CCR; June 21, 1989; of the Official Public Records of Real Property of Kerr County, Texas, (hereinafter referred to as "restrictive covenants"); and

WHEREAS, Declarant created a residential community with designated "Lots" (as defined herein) for the benefit of the present and future "Owners" of said "Lots" within the "Subdivision", according to plat recorded in Volume 5, Page 75, of the Plat Records of Kerr County, Texas, as amended by replat recorded in Volume 5, Pages 321-323, Volume 6, Page 144, and Volume 6, Page 260 of the Vicksburg Village Plat Records of Kerr County, Texas and Yorktown Phase One, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas, (hereinafter referred to as the "Subdivision"), and carried out a uniform plan for the "Lots" which has been continued by the "Association"; and

WHEREAS, Declarant no longer has ownership of any "Lot" in the "Subdivision"; and

WHEREAS, the "Association" desires to ensure the preservation of the value of the

"Subdivision" and for the maintenance of the "Common Area", and to this end 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" are desirous of amending the restrictive covenants, as evidenced by their signatures below; and

NOW, THEREFORE, the "Association" DECLARES that each and every "Lot" 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 the restrictive covenants in every respect, to wit:

ARTICLE I

PURPOSE AND DEFINITIONS

The "Association" is encumbered by this Third Amended Declaration of Covenants Conditions and Restrictions for Vicksburg Village and Yorktown Phase One for the following reasons: to ensure the best and highest 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" (as hereinafter defined).

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

(a) "ACC" and "Architectural Control Committee" shall mean and refer to the "Architectural Control Committee" of Vicksburg Village Homeowners Association, Inc.

(b) "Association" of VVHA shall mean and refer to VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein.

(c) "Board of Directors" and "Board" shall mean and refer to the "Board of Directors" of Vicksburg Village Homeowners Association, Inc., the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the "Association". The "Board of Directors" shall be the elected body having its normal meaning under the Texas non-profit corporate

law.

(d) "Common Area" shall mean and refer to 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 0866, 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 personal property leased, owned, or maintained by the "Association" for the common use and benefit of the Members of the "Association".

(e) "Common Maintenance Area" shall mean and refer to the "Common Area", including any entrance monuments, drainage facilities and detention ponds, esplanade and right-of-way landscaping, any improvement areas lying within indicated public easements or rights-of-way as deemed appropriate by the "Board of Directors" of the "Association" for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the "Owners", safety lanes, and other areas not comprised of the residential "Lots".

(f) "Declaration" shall mean and refer to this Third Amended Declaration of Covenants, Conditions and Restrictions for Vicksburg Village and Yorktown Phase One, and any amendments and supplements hereto made in accordance with the term hereof.

(g) "Developer" Shall mean any person or entity which acquires two or more "Undeveloped Lots" for the purpose of development.

(h) "Yards" shall mean and be referred to as:

(1) "Front yard" shall mean and refer to that front part of each "Lot" from the street to the front of the "Living Unit" or the setback line, whichever is greater.

(2) "Back yard" shall mean and refer to that part of each "Lot" not defined as "front yard" in (1) above.

(i) "Living unit" shall mean and refer to a "Single Family" residence and its private garage situated on a "Lot".

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

(1) "Developed Lot" shall mean 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" shall mean, 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) "Undeveloped Lot" is any "Lot" which is not a "Developed Lot", an "Improved Lot" or an "Unimproved Lot".

(4) "Unimproved Lot" is any "Lot" which has been platted, but on which no structure or buildings intended for occupancy or use have been erected.

(k) "Member" shall mean and refer to all those "Owners" who are members of the "Association" as provided herein.

(i) "Owner" and "Lot Owner" shall mean and refer to 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.

(m) "Properties" and "Subdivision" shall mean and refer to the above-described "Properties" known as Vicksburg Village, Vicksburg Village Section Two, Vicksburg Village Section Three and Yorktown Phase One, as are subject to this Declaration or any Amended or Supplemental Declaration.

(n) "Single Family" shall mean and refer to a "Single Family" related by blood, adoption, or marriage.

(o) "Subdivision Plat" shall mean and refer to the plats filed for record in Volume 5, Page 75, of the Plat Records of Kerr County, Texas, as amended by replat recorded in Volume 5, Pages 321-323, Volume 6, Page 144, and Volume 6, Page 260 of the Vicksburg Village Plat Records of Kerr County, Texas and Yorktown Phase One, recorded in Volume 5, Page 31 of the Plat Records of Kerr County, Texas and any amendment thereof upon filing of same for record in the Plat Records of Kerr County, Texas.

ARTICLE II

USE RESTRICTIONS

Section 1. "Single Family" Residential Construction. No building shall be erected, altered or permitted to remain on any "Lot" other than one "Single Family" residential dwelling not exceeding two (2) stories in height, which may have a private garage, but no carport, for not more

than three (3) cars, and 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", and which structure 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 and no room(s) in the dwelling and no space in any other structure shall be let or rented. This shall not 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. When a "Lot" is occupied as a primary residence by persons other than the "Owner" thereof, the "Owner" shall deliver to such occupants a complete copy of this "Declaration". 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 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 exist so long as at least one of the spouses shall be more than 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. "Developer" and builder shall be exempt from this section; however, any successor in title of the "Developer" and builder shall be subject to the requirement of ownership and occupancy contained herein. Notwithstanding the terms of this provision, the "Association" intends to comply with the Housing For Older Persons Act (42 U.S.C. 3607, et seq).

Section 4. Architectural Control. In order to protect the overall integrity of the "Subdivision" as well as the value of improvements of all "Owners", a committee will be established of not more than four (4) members. If there exist(s) at any time one or more vacancies in the "ACC", the remaining member(s) of the "ACC" may designate successor member(s) to fill the vacancy or vacancies with approval 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 "Architectural Control Committee" 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, hardscape 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 ecologically designed to be compatible with the existing "Subdivision" and/or as decided by the "Architectural Control Committee".

The "Architectural Control Committee" shall review all plans, specifications and other information which is 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 ecological goals of the "Subdivision", "Developer", and builders, it being 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: plans, including finished floor and ground elevations; exterior elevations for any buildings, fence or other structure; a plat or site plan showing easements and the location of any building, fence or other structure (including location of light poles, if applicable); landscaping and irrigation plans; any other plans, specifications or information deemed pertinent by the "ACC" or as required by this document. The "ACC" shall have full right authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. In the event the "ACC" fails to approve 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 ten (10) days receipt of such notice, approval will be deemed granted.

A majority of the votes cast by the "ACC" is required for approval. 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 activities or regarding matters of design or aesthetics shall not be deemed binding upon the "ACC" for later requests for approval if the "ACC" feels that the repetition of such matters will have an adverse effect on the "Subdivision". The "Architectural Control Committee" shall have the express power to construe and interpret any covenant herein that may be capable of more than one construction. The approval or failure to approve by the "ACC" shall not be deemed to constitute any warranty or representation by the "ACC" including, without limitation, any warranty or representation relating to fitness, design or adequacy of the 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 "Association" to assist it in performance of its duties. The decision of the "Architectural Control Committee" shall be final, conclusive and binding upon the applicant. The applicant can appeal the "ACC" decision to the "Board". If a majority of the members of the "Board" disagree with the said decision, the action of the "Board" will govern. The "ACC" members shall not be entitled to any compensation for any services rendered pursuant to this covenant.

The "ACC" may from time to time 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. Such Specifications will supplement this "Declaration" and may make other and further provisions as to the approval and disapproval of plans and Specifications, prohibited material and other matters relating to the appearance, design, and quality of improvements.

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 one story dwellings. 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 also 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 is approved by said "ACC", and if it is 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 "Owners" 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" and the City of Kerrville, Texas.

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 the "Developer" nor VVHA, nor 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 "Developer" or builders or their assigns as building or sales offices and for related purposes during the construction period. Such structures shall be inconspicuous and sightly and shall be removed immediately after completion of construction and sales and shall be subject to approval of the "ACC".

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 or private street parking area, 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 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. 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 "Developer" or builder 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. "Owners" shall in no event use any "Lot" for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted. 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 default on the part of the "Owner" or occupant of any "Lot" in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, VVHA or its assigns may, without being under any duty to so do or 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 do any other thing 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. The "Owner" or occupant, as the case may be, agrees by the purchase or occupation of the "Lot" to pay such statement immediately upon receipt thereof. In the event any such charge shall remain unpaid for thirty (30) days after written notice thereof, such charge shall be added to and become a part of the regular assessment on such "Lot" as hereinafter provided for.

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", including advertising the property for sale or rent. VVHA, or its assigns, shall have the right to remove any such sign, advertisement, billboard or structure which is placed on said "Lots", and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Notwithstanding anything to the contrary herein contained, the "Developer" or builder or their assigns may, as long as they own property in the "Subdivision" subject to this "Declaration", maintain in or upon such portion of the "Properties" as the "Developer" or builder or their assigns, may determine, such facilities as in their sole discretion may

be necessary or convenient, including, without limitation offices, storage areas, model units and signs (directional or otherwise) and billboards and the "Developer" may use, and permit such builders who are, at the relevant time, constructing and selling residential buildings in the "Subdivision" to use residential structures, garages or accessory buildings for sales offices and display purposes but all rights of the "Developer" and of any builder acting with the "Developer"'s permission under this sentence shall be operative and in effect only during the construction and sales period within the "Subdivision". Builders and Real Estate Brokers may put signs only on their own property and only the "Common Area" at the entrance on Yorktown.

Section 17. Antennae. No microwave dishes, radio (citizen band or otherwise) or television aerial wires or antennas shall be maintained on any "Lot", except those which are one (1) meter or less in diameter or diagonal measurement or an antenna that is designed to receive television broadcast signals, which "Owners" 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 18. 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 19. Maintenance of Zero Lot Line Attached Buildings. In order that uniformity and quality of appearance within the "Subdivision" may be maintained, the "Owners" of each Zero Lot Line Attached Building must establish and maintain a fund to provide for the exterior painting. 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 not inconsistent with the provisions of this Article, the general rules of law regarding common walls and roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 20. Sharing of Repair of Zero Lot Line Attached Buildings. The cost of reasonable repair and maintenance of a common wall (party wall) or roof 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 attached Zero Lot line 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 handling and settling said dispute and the decision of VVHA "Board of Directors" shall be final.

Section 21. Care of Yards and Watering. VVHA shall water or cause to be watered, and shall be responsible for design approval, maintenance, and upkeep of all yards of Zero Lot Line Attached Buildings in Vicksburg Village, and all front yards (as defined herein) and those approved backyards in the maintenance plan prepared by the "Association", of the "Lots" in the "Subdivision", and all "Common Area"s, as well as shrubs in the above described areas of the "Properties". VVHA will maintain the trees in the "Common Area"s.

Section 22. 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, repair, oil-changing, or discharge of hazardous materials from 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 or use or the erection 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 23. Committee 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

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION

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. Each "Owner Member" is 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. The "Developer" shall be entitled to four (4) votes for each platted "Lot" owned until the number of votes held by the homeowner "Members" equal or exceed the number those held by s. At that time, "Developer" shall be entitled to one (1) vote per "Lot".

Section 4. Meeting and Voting. Except where inconsistent herewith, the manner of meeting and voting by VVHA shall be governed by the Bylaws thereof and where not covered by the Bylaws, shall be governed by "Roberts Rules of Order." In the event such Bylaws shall not provide for meeting and voting, then when not inconsistent with other provisions hereof, meetings shall be held annually at 7:00 P.M. on the first Tuesday following the first Monday in May at the Clubhouse. If such location is for any reason not available for such meeting, then the meeting shall be held at a place designated by the "Board of Directors" in a notice of said meeting delivered to all "Owners" by depositing same at least ten (10) days prior to said meeting into first class U. S. mail, or, if the "Board of Directors" fails to so designate, at the registered office of VVHA in the State of Texas. In the event any annual meeting shall not be held as provided herein, the "Board of Directors" shall, or, if the "Board of Directors" fails to act, any member of VVHA may direct that such meeting be held as soon as possible after the date set herein for the annual meeting in accordance with the provisions of the Texas Non-profit Corporations Act.

Section 5. "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 Corporations Act.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS AND CHARGES

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

A. Regular Assessments, including amounts added thereto pursuant to Article IV, Section 2 hereof; and

B. Special Assessments for capital improvements or for repayment of funds borrowed and used in payment of capital improvements. Such Assessments shall be established and collected as hereinafter provided.

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

Section 2. Purpose of Assessments. The Assessments provided for herein, and all funds derived therefrom, may be kept in a common fund and shall be used exclusively as follows:

A. for the maintenance and care of the "Common Area"s, yards, and improvements to or on the "Common Area"s for which VVHA herein takes responsibility;

B. for the maintenance of all yards on Zero Lot Line Attached Building "Lots" and all front and those approved back yards in the maintenance plan prepared by the "Association", on Unattached dwelling "Lots" in the "Subdivision", the "Common Area"s, the private streets, the private utilities and structures in the "Subdivision" for which VVHA has assumed maintenance responsibility hereunder;

C. to provide for the operation and use of the Clubhouse for the benefit of the "Owners";

D. for the furtherance and fulfillment of the purposes of this Declaration and other herein provided responsibilities of VVHA, and

E. to promote the recreation, health, safety and welfare of the "Owners" of the "Properties".

Section 3. Amount and Applicability of Regular Assessments.

A. Determination of Amount of Regular Assessments.

1. General Assessment. VVHA shall fix, from time to time and at any time, an amount reasonably calculated to cover in advance the anticipated actual costs per "Lot" of fulfilling the obligations, duties and responsibilities herein given VVHA which are substantially uniform with respect to "Owners" throughout the "Properties", including but not limited to the maintenance and care of the "Common Area"s and improvements thereon, private streets, and yards in the "Properties", including all labor, materials, water and other costs.

2. Clubhouse Use Assessment. VVHA shall fix, from time to time and at any time, an amount reasonably calculated to cover in advance the anticipated actual costs per affected "Owner" of providing to the "Owners", in whatever manner VVHA may deem appropriate and feasible, the use and benefit of the Clubhouse.

B. Determination of Applicability of Regular Assessments.

1. General Assessment. The General Assessment shall, except as is herein provided to the contrary, be uniformly applicable to each "Owner" "Lot" in the "Properties" with the exception of "Lots" owned by the "Developer".

2. Clubhouse Assessment. The Clubhouse Assessment shall, except as is 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 "Developer" and builder(s). The Clubhouse 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. In the event the Clubhouse Assessment shall have become applicable to any "Lot", it shall remain so applicable unless such "Lot" becomes owned by the "Developer" or VVHA. VVHA at its sole discretion shall determine that the Assessment should no longer apply to said "Lot".

C. Collection of Regular Assessments; Charges and Changes. The Regular Assessments shall be payable, as applicable, by "Owners" on a monthly basis on the first day of each and every calendar month unless VVHA shall determine that the said Assessment shall be payable on a quarterly basis on such dates as VVHA shall designate. Payment of all assessments are due in

full from the builder upon the first sale of improved property to an "Owner" member. The Regular Assessments may be changed by 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 only be entitled to include in said Regular Assessments the anticipated actual cost of such services as are provided hereunder. In fixing the amount of the Regular Assessments, VVHA may, but shall not be required to, add 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. It is further provided, however, that any such 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 (10%) percent per calendar year.

Section 4. Special Assessments for Capital improvements. Notwithstanding anything to the contrary herein contained, and in addition to the Regular Assessments authorized above, 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 any construction, reconstruction, repair or replacement of a capital improvement upon the "Common Area", including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the voting "Members" who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose at taking any action authorized under Section 4 above 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" or of proxies entitled to cast sixty (60) percent of the votes shall constitute a quorum. If the required quorum is not present no meeting will take place. A call for another meeting may be initiated within sixty (60) days. The required quorum for that meeting shall be fifty-one percent (51%) of the total voting membership. Any special assessment approved by the membership at this meeting shall be ratified by a letter ballot. Passage requires a two-thirds (2/3) majority of those voting on the special assessment.

Section 6. Date of Commencement of Regular Assessments; Due Dates. Changes in the amounts of the Regular Assessments 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 such change. Written notice of any change in the Regular Assessment shall be provided to every "Owner" subject thereto. VVHA may, upon request, without any liability for so doing, and for reasonable charge, furnish a certificate signed by an officer of VVHA setting forth whether the assessments on a specified "Lot" have been paid and the amount of delinquencies, if any. VVHA shall not be required to obtain "Owner" permission for such certificate but may deliver such certificate to any party who in VVHA's judgement has a legitimate reason for requesting same.

Section 7. Effect of Nonpayment of Assessments; Remedies of VVHA. Any assessments

not paid within fifteen (15) days after the due date shall incur a late charge in an amount to be determined by the "Board of Directors" of the "Association". The "Association" 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 by abandonment of their "Lot". Further, the powers and enforcement granted to VVHA in this paragraph shall be cumulative of and shall be in addition to all other remedies and powers of VVHA.

Section 8. 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 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, VVHA may prepare a written notice of assessment lien, setting forth the amount of the unpaid indebtedness, the name of the "Owner" of the "Lot" covered by such lien and a description of the "Lot". Such notice shall be signed by an Officer or Attorney of VVHA and shall be 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 lien therefor, but such 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 "ACC", 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 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. "Owner's" Easement of Enjoying. Every "Owner" shall have a right and easement of enjoyment in and to any "Common Area" which shall be appurtenant to and shall pass

with title to every "Lot" subject to the following provisions:

A. The right of VVHA to charge reasonable admission and/or other fees for the use of any recreational facility situated upon the "Common Area".

B. The right of VVHA to suspend the voting rights and 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. The 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. The 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 (75%) percent of the "Lots" within the "Subdivision", and thereafter by an instrument approved by those "Lot Owners" owning not less than sixty (60%) percent 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 "Association" 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. 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" to be developed under these CC&R's. Additional residential property and "Common

Area" may be annexed to the "Properties" with the consent of two-thirds (2/3) of the membership. Notwithstanding anything to the contrary herein contained.

Section 7. Notice of Private Streets. Fitch and Florian are private streets and part of VVHA "Common Area"s. The responsibility for the repair, improvement or maintenance of said streets is upon VVHA as provided herein above.

Section 8. 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 not inconsistent 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 9. Removal Process. The removal of VVHA officers shall be processed in accordance with the Bylaws

Section 10. 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 11. 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
- 4) Any other instruments

Section 12 . 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 13. 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

REGISTERED AGENT AND OFFICE

The name and address of the registered agent for this "Association" will 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 shall be effective from and after the date this instrument is filed of record in the Deed Records of Kerr County, Texas.

EXECUTED this 19 day of MARCH, 1997

Vicksburg Village Homeowners Association, inc.

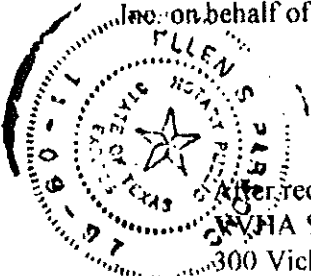
By: William R. Weinbrecht
WILLIAM R. WEINBRECHT,
President, VVHA

STATE OF TEXAS §

KERR COUNTY §

This instrument was acknowledged before me on this the 19th day of March 1997, by WILLIAM R. WEINBRECHT, President of Vicksburg Village Homeowners Association, Inc. on behalf of said corporation.

Allen L. Parsons
Notary Public, State of Texas



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

FILED FOR RECORD 34
at 1:21 o'clock P.M. 5

MAR 27 1997

PATRICIA DYE
Clerk County Court, Kerr County, Texas
Patricia Dye Deputy

RECORD Real Property
VOL 893 PG 329

RECORDING DATE

MAR 31 1997



Patricia Dye

COUNTY CLERK, KERR COUNTY

Providing herein which restrict the sale, rental or use of the described property
because of race or color is invalid and Unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR

I hereby certify that this instrument was FILED in 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

MAR 31 1997



Patricia Dye

COUNTY CLERK, KERR COUNTY, TEXAS

AMENDED BYLAWS

OF

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS.
(A Texas Nonprofit Corporation)

ARTICLE 1

INTRODUCTION

1.1. **PURPOSE OF BYLAWS.** These Amended Bylaws ("**Bylaws**") provide for the governance of VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS (the "**Association**") a property owners association whose members consist of the owners of lots in Vicksburg Village and Yorktown Phase One, located in Kerr County, Texas (the "**Subdivision**"), covered by a dedicatory instrument entitled Third Amended Declaration of Covenants, Conditions and Restrictions, recorded in Volume 839, Page 329, Official Public Records of Real Property Records of Kerr, County, Texas (the "**Declaration**").

1.2. **MEMBERSHIP AND PARTIES TO THESE BYLAWS.** Membership in the Association is limited to owners of lots in the Subdivision who pay assessments as provided below. All present or future members are subject to the Articles of Incorporation, Declaration and Bylaws. Membership in the Association will signify that the lot owner appoints the Board of Directors of the Association to manage or regulate the Subdivision in accordance with the provisions set forth in the Articles of Incorporation, Declaration and these Bylaws and that these Bylaws are accepted, ratified, and will be strictly followed. Further, membership in the Association will signify that the lot owner has designated the Association as his representative to initiate, defend or intervene in litigation or an administrative proceeding affecting the enforcement of the Declaration or the protection, preservation or operation of the Subdivision.

1.3. **DEFINITIONS.** Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Section 202.001 of the Texas Property Code shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

- a. "**Officer**" means an officer of the Association. "**President,**" "**Secretary,**" "**Treasurer,**" and "**Vice-President**" mean, respectively, the president, vice-president, secretary, and treasurer of the Association.
- b. "**Director**" means a director of the Association.
- c. "**Governing documents**" means, collectively, the Declaration, these Bylaws, the Articles of Incorporation of the Association, and the rules and regulations of the Association, as any of these may be amended from time to time.
- d. "**Majority**" means 51 percent.

e. "Member" means a member of the Association, each member being an owner of a lot in the Subdivision, unless the context indicates that a member means a member of the board of directors or a member of a committee of the Association.

g. "Resident" means the occupant of a lot, whether or not such occupant is a lot owner.

1.4. NONPROFIT PURPOSE. The Association is not organized for profit.

1.5. COMPENSATION. A director, officer, member, or resident shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a director, officer, member, or resident [TNPCA Art. 1396-2.24.A]; provided, however:

a. that reasonable compensation may be paid to a director, officer, member, or resident for services rendered to the Association;

b. that the offices of the secretary and treasurer (which shall not be directors) may be paid reasonable compensation for the performance of the duties of the offices, as provided herein; and

c. that a director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the board.

1.6. GENERAL POWERS AND DUTIES. The Association, acting through the Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the governing documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the governing documents.

ARTICLE 2

BOARD OF DIRECTORS

2.1. NUMBER AND TERM OF OFFICE. The board shall consist of four (4) persons. At each Annual Meeting the members shall elect four (4) directors for a term of one (1) year. A director takes office upon the adjournment of the meeting or balloting at which he is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until his successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but shall not be less than three. [TNPCA 1396-2.15.A. + B.]

2.2. QUALIFICATION. No person shall be eligible for election or appointment to the board unless such person is a Member. [TNPCA 1396-2.14.A.]

2.2.1. **Co-Owners.** Co-owners of a lot may not serve on the board at the same time. Co-owners of more than one lot may serve on the board at the same time, provided the number of co-owners serving at one time does not exceed the number of lots they co-own.

2.2.2. **Absences, Delinquency or Violation of Governing Documents.** No member may be elected or appointed as a director if any assessment against the member is delinquent at the time of election or appointment or if the member is in violation of the governing documents. No member may continue to serve as a director who has four (4) consecutive absences from Board meetings or if any assessment against the member is more than 15 days delinquent or violates the governing documents. A director who is alleged to have violated the governing documents shall have the right to a hearing before the board, within thirty (30) days of that director's suspension to contest the suspension. The remaining directors may give the suspended member a reasonable time, by a specified date, to cure the violation and be reinstated as a director.

2.3. **ELECTION.** Directors shall be elected by the members by secret written ballot. The election of directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission. [TNPCA 1396-2.13.B]

2.4. **VACANCIES.** Vacancies on the board caused by any reason, except the removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected shall serve out the remaining term of his predecessor. [TNPCA 1396-2.16.A.]

2.5. **REMOVAL OF DIRECTORS.** At any special meeting of the Association, any one or more of the directors may be removed with or without cause by members representing a majority of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. [TNPCA 1396-2.15.D]

2.6 MEETINGS OF THE BOARD.

2.6.1. **Organizational Meeting of the Board.** Within 10 days after the annual meeting, the directors shall convene an organizational meeting for the purpose of electing officers. The time and place of such meeting shall be fixed by the board and announced to the directors.

2.6.2. **Regular Meeting of the Board.** Regular meetings of the board may be held at such time and place as shall be determined, from time to time, by the Board, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the board shall be given to each director, personally or by telephone or written communication, at least three days prior to the date of such meeting.

2.6.3. **Special Meetings of the Board.** Special meetings of the board may be called by the president or, if he is absent or refuses to act, the secretary, or by any two directors. At least three days notice shall be given to each director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

2.6.4. **Conduct of Meetings.** The president shall preside over all meetings of the board and the secretary shall keep, or cause to be kept, a record of all resolutions adopted by the board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the governing documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the board.

2.6.5. **Quorum.** At all meetings of the board, a majority of directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board. If less than a quorum is present at any meeting of the board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

2.6.6. **Open Meetings.** Regular and special meetings of the board shall be open to members of the Association; provided that members who are not directors may not participate in any deliberations or discussions unless the board expressly so authorizes at the meeting. The board may adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.6.7. **Telephone Meetings.** Members of the board or any committee of the Association may participate in and hold meetings of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. [TNPCA 1396-9.11]

2.6.8. **Action Without a Meeting.** Any action required or permitted to be taken by the board at a meeting may be taken without a meeting, if all of the directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the board. Action by written consent shall have the same force and effect as a unanimous vote.

2.7. **LIABILITIES AND STANDARD OF CARE.** In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Articles 1396-2.20.D., -2.25, -2.26, -2.28, -2.29, and -2.30 of the Texas Non-profit Corporation Act.

2.8. POWERS AND DUTIES. The board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Subdivision. The board may do all such acts and things except those which, by law or the governing documents are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in laws or the governing documents, or such powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the board shall include, but shall not be limited to, the following:

2.8.1. Rules and Regulation. The board, by resolution may from time to time adopt and publish rules and regulations governing use of the Common Area and the personal conduct of the members, residents and their guests thereon, and may suspend the right to use of the Common Area, after notice and hearing, for a period not to exceed 60 days, for infractions of the published rules and regulations and establish other penalties for infractions thereof.

2.8.2. Assessments. The board shall fix the amount of the annual assessment against each lot and send written notice to every owner at least thirty (30) days in advance of each annual assessment period as provided in the Declaration.

2.8.3. Delinquent Accounts. The board may establish, levy, and collect reasonable late charges for members' delinquent accounts. The board may also establish a rate of interest to be charged on members' delinquent accounts, provided the rate of interest does not exceed 18 percent or the maximum rate permitted by State law, whichever is smaller. The board may suspend the voting rights and right to use the Common Area of any member whose account is delinquent. The board may take action as outlined in the Declaration, Article IV, Section 7, against any member or lot for which assessments are not paid within thirty (30) days after the due date.

2.8.4. Fidelity Bonds. The board shall require that all officers, agents, and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds may be a common expense of the Association.

2.8.5. Ex-Officio Directors. The board may, from time to time, designate one or more persons as ex-officio members of the board, pursuant to Article 1396-2.14.F. of the Texas Non-profit Corporation Act. The presence of a duly designated ex-officio member at a meeting may not be counted to establish a quorum.

2.8.6. Manager. The board may employ a manager, independent contractor, or employees as deemed necessary, and may prescribe their duties.

2.8.7. Appointment of Committees. The board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the board.

Members of committees shall be appointed from among the owners and residents.

2.8.8. Fines. The board may levy fines for each day or occurrence that a violation of the governing documents persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the governing documents.

2.8.9. Contracts for Services. The board may enter into contracts for services on behalf of the Association, and, when appropriate, shall solicit competitive bids based on a standard statement of work prepared or approved by the board.

ARTICLE 3

OFFICERS

3.1. DESIGNATION. The principal officers of the Association shall be the president, the vice-president, the secretary, and the treasurer. The board may appoint such other officers and assistant officers as it deems necessary. The president and vice-president shall be directors. Any two offices may be held by the same person, except the offices of president and secretary. If an officer is absent or unable to act, the board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis. [TNPCA 1396-2.20.A + B.]

3.2. ELECTION OF OFFICERS. The officers shall be elected no less than annually by the directors at the organizational meeting of the board and shall hold office at the pleasure of the board. Except for resignation or removal, officers shall hold office until their respective successors have been designated by the board. [TNPCA 1396-2.20.A.]

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board. [TNPCA 1396-2.21]

3.4. STANDARD OF CARE. In performing their duties, the officers are required to exercise the standards of care provided by Article 1396-2.20.D. of the Texas Non-profit Corporation Act.

3.5. DESCRIPTION OF PRINCIPAL OFFICES.

3.5.1. President. As the chief executive officer of the Association, the president shall be a director and shall: (i) preside at all meetings of the Association and of the board; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have

general supervision, direction, and control of the business of the Association, subject to the control of the board; and (iv) see that all orders and resolutions of the board are carried into effect. The president shall not vote except to break a tie

3.5.2. Vice-president. The vice-president shall be a director and, in the absence of the president or in the event of the president's inability or refusal to act, shall perform the duties of the president. The vice-president shall perform such duties as are assigned by the president and board.

3.5.3. Secretary. The secretary shall: (i) keep the minutes of all meetings of the board and of the Association; (ii) have charge of such books, papers, and records as the board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; (iv) prepare and give all notices in accordance with the Texas Non-profit Corporation Act and the governing documents; (v) act as the custodian of records of the Association; (vi) review all mail on behalf of the Association; (vii) keep a current register of the names and addresses of members; and (viii) in general, perform all duties incident to the office of secretary.

3.5.4. Treasurer. The treasurer shall: (i) be responsible for Association funds; (ii) keep full and accurate financial records and books of account showing all receipts and disbursements; (iii) prepare all required financial data and tax returns; (iv) deposit all monies or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the board; (v) prepare the annual and supplemental budgets of the Association; (vi) review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds; and (vii) perform all the duties incident to the office of treasurer.

3.6. AUTHORIZED AGENTS. Except when the governing documents require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association, by written resolution. In the absence of board designation, the president and the vice-president shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. Annual meetings of the Association shall be held at 7:00 p.m. on the third (3rd) Monday of January each year at the Clubhouse. At the Annual Meeting the members shall elect directors in accordance with these Bylaws. The members may also transact such other business of the Association as may properly come before them. [TNPCA 1396-2.10.A.(2)]

4.2. SPECIAL MEETINGS. It shall be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by a petition signed by members representing at least 10 percent of the votes in the Association. Such meeting shall be held within 30 days after the board resolution or receipt of petition. The

notice of any special meeting shall state the time, place, and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

4.3. PLACE OF MEETINGS. Meetings of the Association shall be held at the Clubhouse or at a suitable place convenient to the members, as determined by the board. [TNPCA 1396-2.10.A(1)]

4.4 NOTICE OF MEETINGS. At the direction of the board, written notice of meetings of the Association shall be given to members entitled to vote at least 10 days but no more than 60 days prior to such meeting. Notices shall identify the type of meeting as annual or special, and shall state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the board. [TNPCA 1396-2.11]

4.5. INELIGIBILITY. The board may determine that no member may (i) receive notice of meetings of the Association, (ii) vote at meetings of the Association, or (iii) be elected to serve as a director if the member's financial account with the Association is in arrears on the record dates provided below. The board may specify the manner, place, and time for payment for purposes of restoring eligibility.

4.6. RECORD DATES.

4.6.1. Determining Notice Eligibility. The board shall fix a date as the record date for determining the members entitled to notice of a meeting of the Association. The record date may not be more than 60 days before the date of a meeting of the Association at which members will vote. [TNPCA 1396-2.11.A.&D]

4.6.2. Determining Voting Eligibility. The board shall fix a date as the record date for determining the members entitled to vote at a meeting of the Association. The record date may not be more than 60 days before the date of a meeting of the Association at which members will vote. [TNPCA 1396-2.11A.B&D]

4.6.3. Determining Rights Eligibility. The board shall fix a date as the record date for determining the members entitled to exercise any rights other than those described in the preceding two paragraphs. The record date may not be more than 60 days before the date of the action for which eligibility is required, such as nomination to the board. [TNPCA 1396-2.11A.C&D]

4.6.4. Adjournments. A determination of members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the board fixes a new date for determining the right to notice or the right to vote. The board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than 90 days after the record date for determining members entitled to notice of the original meeting. [TNPCA 1396-2.11A.E.]

4.7 VOTING MEMBERS LIST. The board shall prepare and make available a list of

the Association's voting members in accordance with Art. 1396 2 11B of the Texas Non-Profit Corporation Act.

4.8 QUORUM. At any meeting of the Association, the presence in person or by proxy of members entitled to cast at least ten percent of the votes that may be cast for election of the board shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum. [TNPCA 1396-2.12]

4.9. LACK OF QUORUM. If a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power then to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.10. VOTES. Members of the Association shall have one vote for each lot owned in the Subdivision. The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present shall be binding upon all members for all purposes, except when a higher percentage is required by these Bylaws or by law. There shall be no cumulative voting.

4.10.1. Co-Owned Lots. If a lot is owned by more than one member and only one member is present at a meeting of the Association, that person may cast the vote allocated to that lot. If more than one of the multiple owners is present, the vote allocated to that lot may be cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to the lot and none of the other owners makes prompt protest to the person presiding over the meeting.

4.10.2. Corporation-Owner Lots. If a lot is owned by a corporation, the vote appurtenant to that lot may be cast by an officer of the corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. The vote of a partnership may be cast by any general partner of the owning partnership in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.11. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a member or his attorney-in-fact; (ii) identify the lot to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate eleven months after its date. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is

designated. Unless revoked, any proxy designated for a meeting which is adjourned, recessed, or scheduled shall be valid when such meeting reconvenes. (TNPCA 1396-2.13.B)

4.12. CONDUCT OF MEETINGS. The president, or any person designated by the board shall preside over meetings of the Association. The secretary shall keep, or cause to be kept, the minutes which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the governing documents. Votes shall be tallied by tellers appointed by the person presiding over the meeting.

4.13. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.14. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

4.15. ACTION WITHOUT MEETING. Subject to board approval, any action which may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consent. The board may permit members to vote by ballots representing at least a majority of votes in the Association and shall constitute approval by written consent. This paragraph may not be used to avoid the requirement of an annual meeting and shall not apply to the election of directors.

ARTICLE 5

COMMITTEES

5.1. NOMINATING COMMITTEE. Nominations for the election of the board of directors shall be made by a Nominating Committee. The Nominating Committee shall consist of the three (3) most recent past presidents of the Association who are a Member and are willing to serve. The most recent past president shall be the chairperson. The Nominating Committee shall be a continuing body with its membership automatically revised when a new president is elected or when death, ineligibility or resignation occurs. The Nominating Committee shall make as many nominations to the board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The selection of

the Nominating Committee shall be made known to the membership no less than 30 days prior to the annual meeting in accordance with Article 10, Section 10.2 of these Bylaws. Nominations may also be made from the floor at the annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and solicit votes.

5.2. **ARCHITECTURAL CONTROL COMMITTEE.** An Architectural Control Committee shall be appointed by the board consisting of members of the Association and in accordance with the Declaration. Plans and specifications showing the nature, kind, shape, color, size, materials and locations of structures, buildings, improvements or modifications shall be submitted to the Architectural Control Committee for approval as to the quality of workmanship and design and harmony of external design with existing and proposed structures, topography and finish grade elevation. The Architectural Control Committee shall have other duties as defined in the Declaration.

ARTICLE 6

RULES

6.1. **RULES.** The board shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the governing documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the governing documents. The board shall, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members. Rules need not be recorded in the county's real property records.

6.2. **ADOPTION AND AMENDMENT.** Any rule may be adopted, amended, or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

6.3. **NOTICE AND COMMENT.** The board shall give written notice to an owner of each lot of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the members, at least 10 days before the rule's effective date. The board may, but shall not be required, to give similar notice to residents who are not members. Any member or resident so notified shall have the right to comment orally or in writing to the board on the proposed action.

6.4. **DISTRIBUTION.** Upon request from any member or resident, the board shall provide a current and complete copy of rules.

ARTICLE 7

ENFORCEMENT

The violation of any provision of the governing documents shall give the board the right, in addition to any other rights set forth in the governing documents, to enjoin, abate, or

remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE 8

OBLIGATIONS OF THE OWNERS

8.1. **PROOF OF OWNERSHIP.** Any person, on becoming a member of the Association, shall furnish to the board evidence of ownership in the lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met.

8.2. **OWNERS' ADDRESSES.** The owner or the several co-owners of a lot shall register and maintain one mailing address to be used by the Association for mailing of statements, notices, and all other communications. The owner shall keep the Association informed of the member's current mailing address. If an owner fails to maintain a current mailing address with the Association, the address of that owner's lot shall be deemed to be his mailing address. An owner who mortgages his or her living unit and lot shall furnish the board with the name and mailing address of the mortgagee.

8.3. **ASSESSMENTS.** All owners shall be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments. No owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.

8.4. **COMPLIANCE WITH DOCUMENTS.** Each owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

ARTICLE 9

ASSOCIATION RECORDS

9.1. **RECORDS.** The Association shall use its best efforts to keep the following records:

- a. Minutes or a similar record of the proceedings of the meetings of the members.
- b. Minutes or a similar record of the proceedings of the meetings of the board.
- c. Names and mailing addresses of the members the currency and accuracy of the information being the responsibility of the members.

d. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principals

e. Copies of income tax returns prepared for the Internal Revenue Service.

f. Copies of the governing documents and all amendments to any of these.

9.2. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association shall be made available for inspection and copying pursuant to Article 1396-2.23.B. of the Texas Non-profit Corporation Act.

ARTICLE 10

NOTICES

10.1. CO-OWNERS. If a lot is owned by more than one person, notice to one co-owner shall be deemed notice to all co-owners.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these bylaws may be given personally, by mail, or by facsimile transmission. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by facsimile, the notice is deemed delivered on successful transmission of the facsimile. [TNPCA 1396-2.11.A.]

10.3. WAIVER OF NOTICE. Whenever any notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a member or director at any meeting of the Association or board, respectively, shall constitute a waiver of notice by such member or director of the time, place, and purpose of such meeting. If all members or directors are present at any meeting of the Association or board, respectively, no notice shall be required and any business may be transacted at such meeting. [TNPCA 1396-9.09]

ARTICLE 11

AMENDMENTS TO BYLAWS

11.2. PROPOSALS. These Bylaws may be amended by the members according to the terms of this Article. The Association shall provide each member with a detailed description, if not exact wording, of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

11.2. CONSENTS. An amendment shall be adopted by the vote, in person or by proxy, or written consents of members representing at least a majority of the votes cast or present at a meeting for which a quorum is obtained.

11.3. **EFFECTIVE.** To be effective, each amendment must be in writing and be signed by at least two officers acknowledging the requisite approval of members, and be delivered to each member at least 10 days before the amendment's effective date.

ARTICLE 12

GENERAL PROVISIONS

12.1. **CONFLICTING PROVISIONS.** If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2. **SEVERABILITY.** Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision which shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3. **FISCAL YEAR.** The fiscal year of the Association shall be the calendar year.

12.4. **WAIVER.** No restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

I HEREBY CERTIFY that the foregoing First Amended Bylaws of Vicksburg Village Homeowners Association of Kerrville, Texas have been passed and approved by a vote of a majority of members in person or by proxy entitled to vote on the day presented to the members for a vote, in accordance with Article II of the Bylaws, at a duly called meeting on October 13, 1997.

SIGNED on the 13th day of October, 1997.

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS.

Frances I. New

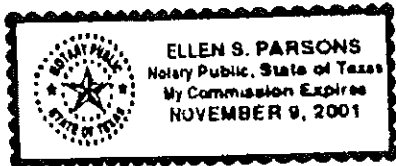
FRANCES I. NEW, President

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 13th day of October, 1997, by FRANCES I. NEW, President of Vicksburg Village Homeowners Association of Kerrville, Texas, a Texas Non-profit Corporation, on behalf of said corporation.

Ellen S. Parsons

Notary Public, State of Texas



RECORDER'S NOTE
AT TIME OF RECORDATION INSTRUMENT FOUND
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RECORD Real Property
VOL 928 PG 472
RECORDING DATE

Performance herein which records the title, record to use of the described prop-
erty because of error or fraud is invalid and unenforceable under Federal Law.
THE STATE OF TEXAS
COUNTY OF KERR
I hereby certify that this instrument was FILED in the Public Records
on the date first of the time stamped herein by me and was duly RECORDED
in the Official Public Records of Kerr County, Texas on

DEC 15, 1997



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

DEC 15, 1997



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

*Filed by & return to:
Vicksburg Village Homeowners
300 Vicksburg Ave
Kerrville Tx 78028*

FILED FOR RECORD
at 10:50 o'clock A M

DEC 12 1997

BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
Mary Ann Madans Deputy

FIRST AMENDMENT TO
AMENDED BYLAWS OF
VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF
KERRVILLE, TEXAS

STATE OF TEXAS §
 §
COUNTY OF KERR §

WHEREAS, Vicksburg Village Homeowners Association of Kerrville, Texas ("Association"), a Texas Non-profit Corporation, has heretofore caused Amended Bylaws of Vicksburg Village Homeowners Association of Kerrville Texas to be filed of record in Volume 928, Page 472, Official Public Records of Real Property of Kerr County, Texas ("Bylaws"); and

WHEREAS, the members representing at least a majority of the votes cast or present at a meeting attended by a quorum, desire to amend Article 2, Section 2.1 of the Bylaws in certain respects, as permitted by Article 11, Section 11.2 of the Bylaws; and

WHEREAS, the amendment was approved by the requisite number of owners at a duly called Special Meeting of the Association, held on October 22, 1998;

NOW, THEREFORE, Article 2, Section 2.1 of the Bylaws is hereby amended as follows:

2.1 NUMBER AND TERM OF OFFICE. The Board shall consist of seven (7) members of the VVHA. At each Annual Meeting the members shall elect seven (7) Directors for a term of one (1) year. All elected Directors shall take office upon the adjournment of the meeting or balloting at which he/she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until a successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but shall not be less than three (3). [TNPCA 1369-2.15.A+B.]

EXCEPT AS HEREBY MODIFIED OR AMENDED, the remaining provisions of the Bylaws consistent with the terms hereto are RATIFIED and AFFIRMED for all purposes.

ATTEST

WE, THE UNDERSIGNED President and Secretary of the Association, hereby certify that the foregoing First Amendment To Amended Bylaws of Vicksburg Village Homeowners Association of Kerrville, Texas have been passed and approved by a vote of the members representing at least a majority of the votes cast or present at a meeting attended by a quorum, in accordance with Article 11, Section 11.2 of the Declaration as aforesaid amended, at a duly called meeting on October 22, 1998. Further, we hereby certify that a copy of this First Amendment To Amended Bylaws of

Vicksburg Village Homeowners Association of Kerrville, Texas has been delivered to each member at least ten (10) days prior to its effective date.

SIGNED on the 7th day of December, 1998.

James R. Lockett
JAMES R. LUCKETT, President

Maurice Williams
MAURICE WILLIAMS, Secretary

STATE OF TEXAS §
 §
COUNTY OF KERR §

This instrument was acknowledged before me on the 7th day of December, 1998, by: JAMES R. LUCKETT, President, and MAURICE WILLIAMS, Secretary, of Vicksburg Village Homeowners Association of Kerrville, Texas, on behalf of said corporation.



Kathy Eubanks
Notary Public, State of Texas

After recording, please return to:

- ✓ Vicksburg Village Homeowners Association of Kerrville, Texas
- 300 Vicksburg Ave.
- Kerrville, Texas 78028

Call - 895-1992 for Pick up when ready

FILED FOR RECORD
at 12:22 o'clockM

DEC 7 1998

BILLIE G. MEEKER
Clerk County Court, Kerr County, Texas
Mary Ann McDaniel... Deputy

RECORD Real Property
VOL 984 PG 697
RECORDING DATE

DEC 8 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

Provisions herein which restrict the sale, rental or use of the described prop-
erty 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

DEC 8 1998



Billie G. Meeker
COUNTY CLERK, KERR COUNTY, TEXAS

AMENDED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VICKSBURG VILLAGE AND YORKTOWN PHASE 1

(Superseding and replacing all Prior Covenants)

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF KERR

§

§

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 (2½ by 2½ 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 (2½ by 2½ 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 (2½ by 2½ 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.

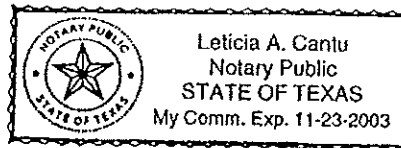
Vicksburg Village Homeowners Association of Kerrville, Texas

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: Walla, 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	<i>Willis F. Ammentorp</i>
Aronsen, Betty L.	1412 DeGrasse Dr.	R41756	Yorktown 1	Blk 1	Lot 4	<i>Betty L. Aronsen</i>
Baldwin, Roy D & Nada R	1241 Victory	R60436	VV 3 Victory	Blk 3	Lot 10	<i>Roy + Nada Baldwin</i>
Barger, Mary B.	412 Fitch	R39806	Vicksburg Vill 1	Blk 2	Lot 2	<i>Mary B. Barger, by Joan Aronsen</i>
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	<i>Arthur L & Elaine Beatty</i>
Bertram, Bertha J.	1445 Gloucester Pt	R41777	Yorktown 1	Blk 3	Lot 1	<i>Bertha Bertram</i>
Blass, Jules F & Rose S	1276 Victory	R60412	VV 3 Victory	Blk 2	Lot 1	<i>Jules F. Blass</i>
Boardman, Edward J & Adelhei E	430 Vicksburg	R503349	Vicksburg Vill 2	Blk 6	Lot 2	<i>E. Boardman</i>
Boos, Hugo & Irene	401 Fitch	R39817	Vicksburg Vill 1	Blk 3	Lot 1	<i>Hugo & Irene Boos</i>
Booton, Mary Ellen	428 Florian	R39834	Vicksburg Vill 1	Blk 3	Lot 19 & pt 20	<i>Mary Ellen Booton</i>

Borland, Matthew H & Winona	1240 Victory	R60421	VV 3 Victory	Blk 2	Lot 10	<i>Matthew H & Winona 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>Joe & Liz Butler</i>
Carrol Smith Homes 998 Sidney	1237 Victory	R60437	VV 3 Victory	Blk 3	Lot 11	<i>Carrol Smith</i>
Baker S., Kerrville, TX 78028						
Carrol Smith Homes 998 Sidney	1236 Victory	R60422	VV 3 Victory	Blk 2	Lot 11	<i>Carrol Smith</i>
Baker S., Kerrville, TX 78028						
Carrol Smith Homes 998 Sidney	1252 Victory	R60418	VV 3 Victory	Blk 2	Lot 7	<i>Carrol Smith</i>
Baker S., Kerrville, TX 78028						
Chesnut, Claire M.	434 Yorktown	R41773	Yorktown 1	Blk 2	Lot 15 & 16	<i>Claire M. Chesnut</i>
Chittenden, Duane R & Gloria 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	
Cleveland, Margie	1220 Victory	R60426	VV 3 Victory	Blk 2	Lot 15	<i>Margie Cleveland</i>
Cooper, Terry & Pat	441 Florian	R39853	Vicksburg Vill 1	Blk 5	Lot 5	<i>Terry & Pat Cooper</i>
Cramer, Glen G & Sandra M	1261 Victory	R60431	VV 3 Victory	Blk 3	Lot 5	<i>Glen G. Cramer</i>
Cunningham, Martine- Thurman	450 Vicksburg	R503354	Vicksburg Vill 2	Blk 6	Lot 7	<i>Martine Cunningham</i>
Decker, Lawrence M	418 Fitch	R39809	Vicksburg Vill 1	Blk 2	Lot 5	<i>Lawrence M. Decker</i>

Deimel, Raymond C & Virginia C	1208 DeGrasse Dr	R60410	VV 3 Victory	BIK 1	Lot 3	<i>Raymond C Deimel</i>
Devaney, Chrissy	445 Florian	R39854	Vicksburg Vill 1	BIK 5	Lot 6	<i>Chrissy Devaney</i>
Disrud, Glenore	410 Fitch	R39805	Vicksburg Vill 1	BIK 2	Lot 1	<i>Glenore Disrud</i>
Douglas, Herbert L & D Louise	506 Vickers Circle	R503371	Vicksburg Vill 2	BIK 7	Lot 8	<i>Herbert L Douglas</i>
Durham, Ruth E.	431 Florian	R39851	Vicksburg Vill 1	BIK 5	Lot 3	<i>Ruth E Durham</i>
Eilerman, Richard N & Joyce A.	1420 DeGrasse Dr	R41758	Yorktown 1	BIK 1	Lot 6	<i>Joyce A Eilerman</i>
Eller, Janie M	403 Vicksburg	R503385	Vicksburg Vill 2	BIK 8	Lot 2	<i>Janie Eller</i>
Ellingson, Bert & Nida	430 Gloucester Ct	R41766	Yorktown 1	BIK 2	Lot 8	<i>Bert Ellingson</i>
Farris, Hilton & Sandy	1439 Gloucester Pt	R41779	Yorktown 1	BIK 3	Lot 3	<i>Sandy Farris</i>
Ference, Wayne L	1249 Victory	R60434	VV 3 Victory	BIK 3	Lot 8	<i>Wayne L Ference</i>
Gibbs, Charles M & Helen L	414 Vicksburg	R39829	Vicksburg Vill 1	BIK 3	Lot 15 & pt 14, S/2	<i>Helen L Gibbs</i>
Goodrich, Kathleen	471 Vicksburg	R503382	Vicksburg Vill 2	BIK 7	Lot 19	<i>Kathleen C Goodrich</i>
Grillo, Virginia M	430 Florian	R39836	Vicksburg Vill 1	BIK 3	Lot 20 pt SE/4, 21, 22 pt NW2	
Hainer, John L & Ruth E	1401 DeGrasse Dr	R41784	Yorktown 1	BIK 3	Lot 8	

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

Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028	309 Vantage Circle	R503361	Vicksburg Vill 2	BIK 6	Lot 14	
Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028	310 Vantage	R503360	Vicksburg Vill 2	BIK 6	Lot 13	
Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028	304 Vantage Circle.	R503358	Vicksburg Vill 2	BIK 6	Lot 11	
Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028	305 Vantage Circle	R503362	Vicksburg Vill 2	BIK 6	Lot 15	
Jones-Reagan LP, 125 Crestline Dr., Kerrville, TX 78028	306 Vantage	R503359	Vicksburg Vill 2	BIK 6	Lot 12	
Kerrville ISD 1009 Barnett, Kerrville, TX 78028	1229 Victory	R60439	VV 3 Victory	BIK 3	Lot 13	
Kervizic, Etienne & Jacqueline	449 Florian	R39855	Vicksburg Vill 1	BIK 5	Lot 7	<i>Blair</i>
Kline, Fred & Sarah L	401 Vicksburg	R503384	Vicksburg Vill 2	BIK 8	Lot 1	<i>Donald T. Pliner</i>
Kingle, Walter E & Dorothy	1403 DeGrasse Dr	R41785	Yorktown 1	BIK 3	Lot 9	<i>W E Kingle</i>
Knott, John C & Edna M, TTEE	1416 DeGrasse Dr	R41757	Yorktown 1	BIK 1	Lot 5	<i>John C. Knott</i>
Koch, Louella H	414 Fitch	R39807	Vicksburg Vill 1	BIK 2	Lot 3	<i>John Koch</i>
Lange, Pete & Pat	1269 Victory	R60429	VV 3 Victory	BIK 3	Lot 3	<i>Pete & Pat Lange</i>
Lawson, Knute F & Margaret B	418 Vicksburg	R39831	Vicksburg Vill 1	BIK 3	Lot 16 & pt 17, N/2	<i>Knute & Margaret Lawson</i>
Lee, Joyce	451 Florian	R39856	Vicksburg Vill 1	BIK 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 & Fio	428 Fitch	R39813	Vicksburg Vill 1	Blk 2	Lot 9	<i>Bill & Fio</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</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 Lind</i>
Lind, James & Maxine	1245 Victory	R60435	VV 3 Victory	Blk 3	Lot 9	<i>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 Luckett</i>
MacAskie, Roger A & Carolyn M	411 Fitch	R39822	Vicksburg Vill 1	Blk 3	Lot 6 & pt 7, N/2	<i>Roger A. MacAskie</i>
Mannering, Lorraine K.	1400 DeGrasse Dr	R41753	Yorktown 1	Blk 1	Lot 1	<i>Lorraine K. Mannering</i>
Manning, Allie N. (JERRY)	432 Fitch	R39815	Vicksburg Vill 1	Blk 2	Lot 11	<i>Allie N. Mannering</i>

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

Stoupe, Gerald & Janette	1441 Gloucester Pt	R41778	Yorktown 1	Blk 3	Lot 2	<i>Gerald P. Stoupe</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 M. 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. Urpse</i>
Vincent, Vernice & Mary Marie	438 Florian	R39840	Vicksburg Vill 1	Blk 3	Lot 25 & pt 24, (3/4)	<i>Vernice Vincent</i>
VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1225 Victory	R60440	VV 3 Victory	Blk 3	Lot 14	
VLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1244 Victory	R60420	VV 3 Victory	Blk 2	Lot 9	

WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1221 Victory	R60441	VV 3 Victory	BIK 3	Lot 15	
WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1224 Victory	R60425	VV 3 Victory	BIK 2	Lot 14	
WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1228 Victory	R60424	VV 3 Victory	BIK 2	Lot 13	
WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1277 Victory	R60427	VV 3 Victory	BIK 3	Lot 1	
WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1248 Victory	R60419	VV 3 Victory	BIK 2	Lot 8	
WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1233 Victory	R60438	VV 3 Victory	BIK 3	Lot 12	
WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1273 Victory	R60428	VV 3 Victory	BIK 3	Lot 2	
WLP, Forester Construction Co 13102 Tosca, Houston, TX 77079	1213 Victory	R60443	VV 3 Victory	BIK 3	Lot 17	
Walker, Uzell D & Margot F	427 Florian	R39850	Vicksburg Vill 1	BIK 5	Lot 2	<i>Margot F. Walker</i>
Walters, Stanley	502 Vickers	R503369	Vicksburg Vill 2	BIK 7	Lot 6	<i>Stanley Walters</i>
Wascom, Steve W. & Daisy Marlie	1256 Victory	R60417	VV 3 Victory	BIK 2	Lot 6	<i>Steve W. Wascom</i>
West, Kay	504 Vickers Circle	R503370	Vicksburg Vill 2	BIK 7	Lot 7	<i>Kay West</i>
Williams, Irene M	1268 Victory	R60414	VV 3 Victory	BIK 2	Lot 3	<i>Irene M. Williams</i>

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)	<i>M Rowland Wolfe</i>
Young, Vince & Pat	442 Yorktown	R41772	Yorktown 1	Blk 2	Lot 14	<i>Vince & Pat Young</i>

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

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AMENDED BYLAWS

OF VOL. 1091 PAGE 0299

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS.
(A Texas Nonprofit Corporation)

ARTICLE 1

INTRODUCTION

1.1 PURPOSE OF BYLAWS. These Amended Bylaws (Bylaws) provide for the governance of VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS (the Association) a property owner's association whose members consist of the owners of lots in Vicksburg Village located within the areal limits defined in the Declaration, located in Kerr County, Texas (the "Subdivision"), covered by a dedicatory instrument entitled Amended Declaration of Covenants, Conditions and Restrictions, recorded No. 829 in Volume 1049, Page 154, Official Public Records of Real Property Records of Kerr, County, Texas, which may be amended further from time to time.

1.2. MEMBERSHIP AND PARTIES TO THESE BYLAWS. Membership in the Association is limited to owners of lots in the Subdivision who pay assessments as provided below. All present or future members are subject to the Articles of Incorporation, Declaration and Bylaws. Membership in the Association will signify that the lot owner appoints the Board of Directors of the Association to manage or regulate the Subdivision in accordance with the provisions set forth in the Articles of Incorporation, Declaration and these Bylaws and that these Bylaws are accepted, ratified, and will be strictly followed. Further, membership in the Association will signify that the lot owner has designated the Association as his representative to initiate, defend or intervene in litigation or an administrative proceeding affecting the enforcement of the Declaration or the protection, preservation or operation of the Subdivision.

1.3. DEFINITIONS. Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws. Unless defined otherwise in the Declaration or in these Bylaws, words and phrases defined in Section 202.001 of the Texas Property Code shall have the same meaning when used in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

- a. "**Officer**" means an officer of the Association. President, Secretary, Treasurer and Vice-President mean, respectively, the president, vice-president, secretary, and treasurer of the Association.
- b. "**Director**" means a director of the Association and is synonymous with member of the Board.
- c. "**Governing documents**" means, collectively, the Declaration, these Bylaws, the Articles of Incorporation of the Association, and the rules and regulations of the Association, as any of these may be amended from time to time.
- d. "**Majority**" means 51 percent.
- e. "**Member**" means a member of the Association, each member being an owner of a lot in the Subdivision, unless the context indicates that a member means a member of the board of directors or a member of a committee of the Association.

f. "Resident" means the occupant of a lot, whether or not such occupant is a lot owner.

1.4. NONPROFIT PURPOSE. The Association is not organized for profit.

1.5. COMPENSATION. A director, officer, member, or resident shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a director, officer, member, or resident [TNPCA Art. 1396-2.24.A]; provided, however:

- a. that reasonable compensation may be paid to a director, officer, member, or resident for services rendered to the Association;
- b. that the offices of the secretary and treasurer may be paid reasonable compensation for the performance of the duties of the offices, as provided herein; and
- c. that a director, officer, member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expense has been approved by the board.

1.6. GENERAL POWERS AND DUTIES. The Association, acting through the Directors, shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by the governing documents and State law. The Association may do any and all things that are lawful and which are necessary, proper, or desirable in operating for the best interests of its members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the governing documents.

ARTICLE 2

BOARD OF DIRECTORS

2.1. NUMBER AND TERM OF OFFICE. The Board shall consist of seven (7) members of the VVHA. At the year 2000 Annual meeting, the members shall elect three (3) directors for a term of one (1) year and four (4) directors for a term of two (2) years. Beginning in the year 2001 and each year thereafter, all directors will be elected for a term of two (2) years. The number of directors elected at each annual meeting shall alternate between three (3) or four (4) depending upon those terms which expire in that year. All elected Directors shall take office upon the adjournment of the meeting or balloting at which he/she is elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until a successor is elected or appointed. The number of directors may be changed by amendment of these Bylaws, but shall not be less than three. [TNPCA 1396-2.15.A+B.]

2.2. QUALIFICATION. No person shall be eligible for election or appointment to the board unless such person is a Member. [TNPCA 1396-2.14.A.]

2.2.1. Co-Owners. Co-owners of a lot may not serve on the board at the same time. Co-owners of more than one lot may serve on the board at the same time, provided the number of co-owners serving at one time does not exceed the number of lots they co-own.

2.2.2 Absences, Delinquency or Violation of Governing Documents. No member may be elected or appointed as a director if any assessment against the member is delinquent at the time of election or appointment or if the member is in violation of the governing documents. No member may continue to serve as a director if that member has four (4) consecutive unexcused absences from Board meetings. A majority of the remaining Board members shall rule as to whether an absence is excused. No member may continue to serve as a director if any assessment against the member is more than 15 days delinquent or violates the governing documents. A director who is alleged to be delinquent in assessment or to have violated the governing documents shall be suspended as a Director, but shall have the right to a hearing before the Board, within thirty (30) days of that director's suspension to contest the suspension. The remaining directors may give the suspended member a reasonable time, by a specified date, to cure the violation and be reinstated as a director.

2.3. ELECTION. The members shall elect directors by secret written ballot. The election of directors shall be conducted at the annual meeting of the Association, at any special meeting called for that purpose, or by mail, facsimile transmission, or a combination of mail and facsimile transmission. Lot Owner members shall have one vote, in person or by proxy, for each director vacancy. A majority vote (51%) is required to elect a director. In the event the first round of voting does not produce a majority vote to fill all of the open directors positions from the nominees, and, in the event there are more nominees than director vacancies; the nominee with the least votes in the first round shall drop out and the remaining nominees with less than a majority vote in the first round will stand for election in order to fill the remaining vacant director positions. [TNPCA 1396-2.13.B]

2.4. VACANCIES. Vacancies on the board caused by any reason, except the removal of a director by a vote of the Association, shall be filled by a vote of the majority of the remaining directors, even though less than a quorum, at any meeting of the board. Each director so elected shall serve out the remaining term of his predecessor. [TNPCA 1396-2.16.A.]

2.5. REMOVAL OF DIRECTORS. At any special meeting of the Association, any one or more of the directors may be removed with or without cause by members representing a majority of the votes present in person or by proxy at such meeting, and a successor shall then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. [TNPCA 1396-2.15.D]

2.6 MEETINGS OF THE BOARD.

2.6.1. Organizational Meeting of the Board. Within 10 days after the annual meeting, the directors shall convene an organizational meeting for the purpose of electing officers. The time and place of such meeting shall be fixed by the board and announced to the directors.

2.6.2. Regular Meeting of the Board. Regular meetings of the board may be held at such time and place as shall be determined, from time to time, by the Board, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the board shall be given to each director, personally or by telephone or written communication, at least three days prior to the date of such meeting.

2.6.3. Special Meetings of the Board. Special meetings of the board may be called by the president or, if he is absent or refuses to act, the secretary, or by any two directors. At least three days notice shall be given to each director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

2.6.4. Conduct of Meetings. The president shall preside over all meetings of the board and the secretary shall keep, or cause to be kept, a record of all resolutions adopted by the board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the governing documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the board.

2.6.5. Quorum. At all meetings of the board, a majority of directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the board. If less than a quorum is present at any meeting of the board, the majority of those present may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

2.6.6. Open Meetings. Regular and special meetings of the board shall be open to members of the Association; provided that members who are not directors may not participate in any deliberations or discussions unless the board expressly so authorizes at the meeting. The board may adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.6.7. Telephone Meetings. Members of the board or any committee of the Association may participate in and hold meetings of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. [TNPCA 1396-9.11]

2.6.8. Action Without a Meeting. Any action required or permitted to be taken by the board at a meeting may be taken without a meeting, if all of the directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the board. Action by written consent shall have the same force and effect as a unanimous vote.

2.7. LIABILITIES AND STANDARD OF CARE. In performing their duties, the directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Articles 1396-2.20.D., -2.25, -2.26, -2.28, -2.29, and -2.30 of the Texas Non-profit Corporation Act.

2.8. POWERS AND DUTIES. The board shall have all the powers and duties necessary for the administration of the Association and for the operation and maintenance of the Subdivision. The board may do all such acts and things except those that, by law or the governing documents are reserved to the members and may not be delegated to the board. Without prejudice to the general and specific powers and duties set forth in laws or the governing documents, or such powers and duties as may hereafter be imposed on the board by resolution of the Association, the powers and duties of the board shall include, but shall not be limited to, the following:

2.8.1. Rules and Regulation. The board, by resolution may from time to time adopt and publish rules and regulations governing use of the Common Area and the personal conduct of the members, residents and their guests thereon, and may suspend the right to use of the Common Area, after notice and hearing, for a period not to exceed 60 days, for any single infraction of the published rules and regulations. Such

suspension of use of any recreational facility may be increased up to six (6) months for repeated infractions of published rules and regulations. The Board also may establish other penalties for infractions thereof.

2.8.2. Assessments. The board shall set the amount of the annual assessment against each lot and send written notice to every owner at least thirty (30) days in advance of each annual assessment period as provided in the Declaration.

2.8.3. Delinquent Accounts: The board may establish, levy, and collect reasonable late charges for members' delinquent accounts. The board may also establish a rate of interest to be charged on members' delinquent accounts, provided the rate of interest does not exceed 18 percent or the maximum rate permitted by State law, whichever is smaller. The board may suspend the voting rights and right to use the Common Area of any member whose account is delinquent. The board may take action as outlined in the Declaration, Article IV, Section 8, against any member or lot for which assessments are not paid within fifteen (15) days after the due date.

2.8.4. Fidelity Bonds. The board shall require that all officers, agents, and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds may be a common expense of the Association.

2.8.5. Ex-Officio Directors. The board may, from time to time, designate one or more persons as ex-officio members of the board, pursuant to Article 1396-2.14.F. of the Texas Non-profit Corporation Act. The presence of a duly designated ex-officio member at a meeting may not be counted to establish a quorum.

2.8.6. Administrator. The board may employ an Association administrator, independent contractor, or employees as deemed necessary, and may prescribe their duties.

2.8.7. Appointment of Committees. The board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the board with its responsibilities. The resolution shall establish the purposes and powers of each committee created, provide for the appointment of its members, as well as chairman, and shall provide for reports, termination, and other administrative matters deemed appropriate by the board. Members of committees shall be appointed from among the owners and residents.

2.8.8. Fines. The board may levy fines for each day or occurrence that a violation of the governing documents persists after notice and hearing, provided the amount of the fine does not exceed the amount necessary to ensure compliance with the governing documents. In the event such fine shall remain unpaid for thirty (30) days after written notice thereof, such charge shall become a lien on such Lot, through the same procedure as specified in the Declaration for nonpayment of Assessments. (Art. IV, Sec. 8 of the Declaration).

2.8.9. Contracts for Services. The board may enter into contracts for services on behalf of the Association, and, when appropriate and feasible, shall solicit competitive bids based on a standard statement of work prepared or approved by the board.

ARTICLE 3

OFFICERS

3.1. DESIGNATION. The principal officers of the Association shall be the president, the vice-president, the secretary, and the treasurer. The board may appoint such other officers and assistant officers as it deems

necessary. The president and vice-president shall be directors. The same person may hold any two officer positions except the president and secretary who can only hold their respective officer positions. If an officer is absent or unable to act, the board may appoint a director to perform the duties of that officer and to act in place of that officer, on an interim basis. [TNPCA 1396-2.20.A+B.]

3.2. ELECTION OF OFFICERS. The officers shall be elected no less than annually by the directors at the organizational meeting of the board and shall hold office at the pleasure of the board. Except for resignation or removal, officers shall hold office until the board has designated their respective successors. [TNPCA 1396-2.20.A.]

3.3. REMOVAL AND RESIGNATION OF OFFICERS. A majority of directors may remove any officer, with or without cause, at any regular meeting of the board or at any special meeting of the board called for that purpose. A successor may be elected at any regular or special meeting of the board called for that purpose. An officer may resign at any time by giving written notice to the board. Unless the notice of resignation states otherwise, it is effective when received by the board and does not require acceptance by the board. The resignation or removal of an officer who is also a director does not constitute resignation or removal from the board. [TNPCA 1396-2.21]

3.4. STANDARD OF CARE. In performing their duties, the officers are required to exercise the standards of care provided by Article 1396-2.20.D. of the Texas Non-profit Corporation Act.

3.5. DESCRIPTION OF PRINCIPAL OFFICES.

3.5.1. President. As the chief executive officer of the Association, the president shall be a director and shall: (i) preside at all meetings of the Association and of the board except when Articles 3.5.2 and 4.12 herein should control; (ii) have all the general powers and duties which are usually vested in the office of president of a corporation organized under the laws of the State of Texas; (iii) have general supervision, direction, and control of the business of the Association, subject to the control of the board; and (iv) see that all orders and resolutions of the board are carried into effect. The president shall not vote except to break a tie.

3.5.2. Vice-president. The vice-president shall be a director and, in the absence of the president or in the event of the president's inability or refusal to act, shall perform the duties of the president. The vice-president shall perform such duties as are assigned by the president and board.

3.5.3. Secretary. The secretary shall perform or be responsible for the performance of such duties as: (i) keep the minutes of all meetings of the board and of the Association; (ii) have charge of such books, papers, and records as the board may direct; (iii) maintain a record of the names and addresses of the members for the mailing of notices; (iv) prepare and give all notices in accordance with the Texas Non-profit Corporation Act and the governing documents; (v) act as the custodian of records of the Association; (vi) review all mail on behalf of the Association; (vii) keep a current register of the names and addresses of members; and (viii) in general, perform all duties incident to the office of secretary.

3.5.4. Treasurer. The treasurer shall: be responsible for Association funds and shall perform or be responsible for the performance of such duties as: (i) keep full and accurate financial records and books of account showing all receipts and disbursements; (ii) prepare all required financial data and tax returns; (iii) deposit all moneys or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the board; (iv) prepare the annual and supplemental budgets of the Association; (v) review the accounts of the managing agent on a monthly basis in the event such managing

agent is responsible for collecting and disbursing Association funds; and (vi) perform all the duties incident to the office of treasurer.

3.6. AUTHORIZED AGENTS. Except when the governing documents require execution of certain instruments by certain individuals, the board may authorize any person to execute instruments on behalf of the Association, by written resolution. In the absence of board designation, the president and the vice-president shall be the only persons authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. Annual meetings of the Association shall be held at 7:00 p.m. on the third (3rd) Monday of January each year at the Clubhouse. At the Annual Meeting the members shall elect directors in accordance with these Bylaws. The members may also transact such other business of the Association as may properly come before them. [TNPCA 1396-2.10.A.(2)]

4.2. SPECIAL MEETINGS. It shall be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the board or by a petition signed by members representing at least 10 percent of the votes in the Association. Such meeting shall be held within 30 days after the board resolution or receipt of petition. The notice of any special meeting shall state the time, place, and purpose of such meeting. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

4.3. PLACE OF MEETINGS. Meetings of the Association shall be held at the Clubhouse or at a suitable place convenient to the members, as determined by the board. [TNPCA 1396-2.10.A(1)]

4.4. NOTICE OF MEETINGS. At the direction of the board, written notice of meetings of the Association shall be given to members entitled to vote at least 10 days but no more than 60 days prior to such meeting. Notices shall identify the type of meeting as annual or special, and shall state the particular purpose of a special meeting. Notices may also set forth any other items of information deemed appropriate by the board. [TNPCA 1396-2.11]

4.5. INELIGIBILITY. The board may determine that no member may (i) receive notice of meetings of the Association, (ii) vote at meetings of the Association, or (iii) be elected to serve as a director if the member's financial account with the Association is in arrears on the record dates defined below. The board may specify the manner, place, and time for payment for purposes of restoring eligibility.

4.6. RECORD DATES.

4.6.1. Determining Notice Eligibility. The board shall fix a date as the record date for determining the members entitled to notice of a meeting of the Association. The record date may not be more than 60 days before the date of a meeting of the Association at which members will vote. [TNPCA 1396-2.11.A.&D]

4.6.2. Determining Voting Eligibility. The board shall fix a date as the record date for determining the members entitled to vote at a meeting of the Association. The record date may not be more than 60 days before the date of a meeting of the Association at which members will vote. [TNPCA 1396-2.11A.B&D]

4.6.3. Determining Rights Eligibility. The board shall fix a date as the record date for determining the members entitled to exercise any rights other than those described in the preceding two paragraphs. The record date may not be more than 60 days before the date of the action for which eligibility is required, such as nomination to the board. [TNPCA 1396-2.11A.C&D]

4.6.4. Adjournments. A determination of members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the board fixes a new date for determining the right to notice or the right to vote. The board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than 90 days after the record date for determining members entitled to notice of the original meeting. [TNPCA 1396-2.11A - E.]

4.7 VOTING MEMBERS LIST. The board shall prepare and make available a list of the Association's voting members in accordance with [TNPCA Art. 1396-2.11B]

4.8 QUORUM. At any meeting of the Association, the presence in person or by proxy of members entitled to cast at least ten percent of the votes that may be cast for election of the board shall constitute a quorum. Members present at a meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal, during the course of the meeting, of members constituting a quorum. [TNPCA 1396-2.12]

4.9. LACK OF QUORUM. If a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power then to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.10. VOTES. Members of the Association shall have one vote for each lot owned in the Subdivision. The vote of members representing at least a majority of the votes cast at any meeting at which a quorum is present shall be binding upon all members for all purposes, except when a higher percentage is required by other governing documents, these Bylaws, or by law. There shall be no cumulative voting.

4.10.1. Co-Owned Lots. If more than one member owns a lot and only one member is present at a meeting of the Association, that person may cast the vote allocated to that lot. If more than one of the multiple owners is present, the vote allocated to that lot may be cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to the lot and none of the other owners makes prompt protest to the person presiding over the meeting.

4.10.2. Corporation-Owner Lots. If a lot is owned by a corporation, the vote appurtenant to that lot may be cast by an officer of the corporation in the absence of express notice of the designation of a specific person by the board of directors or bylaws of the owning corporation. Any general partner of the owning partnership may cast the vote of a partnership in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.11. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy shall (i) be signed and dated by a member or his attorney-in-fact; (ii) identify the lot to which the vote is appurtenant; (iii) name the person in favor of whom the proxy is granted, such person agreed to exercise the proxy; (iv) identify the purpose or meeting for which the proxy is given; (v) not purport to be revocable without notice; and (vi) be delivered to the secretary or to the person presiding over the Association meeting for which the proxy is designated. Unless the proxy specifies a shorter or longer time, it shall terminate eleven months

after its date. To revoke a proxy, the granting member must give actual notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting that is adjourned, recessed, or scheduled shall be valid when such meeting reconvenes. [TNPCA 1396-2.13.B]

4.12. CONDUCT OF MEETINGS. The president, vice-president, or any person designated by the board shall preside over meetings of the Association. The secretary shall keep, or cause to be kept, the minutes which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the governing documents. Tellers appointed by the person presiding over the meeting shall tally votes.

4.13. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of directors (when required)
- Unfinished or old business
- New business

4.14. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the members present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

4.15. ACTION WITHOUT MEETING. Subject to board approval, any action that may be taken by a vote of the members at a meeting of the Association may also be taken without a meeting by written consent. The board may permit members to vote by ballots representing at least a majority of votes in the Association and shall constitute approval by written consent. This paragraph may not be used to avoid the requirement of an annual meeting and shall not apply to the election of directors.

ARTICLE 5

COMMITTEES

5.1. NOMINATING COMMITTEE. A Nominating Committee shall make nominations for the election of the board of directors. The Nominating Committee shall consist of three (3) members. The members of the committee shall be the most recent full term past president of the Association who is willing to serve in such capacity and two members elected at the annual meeting or at a special meeting called for that purpose. The elected members of the committee shall serve for one year until the election of two new committee members at the next annual meeting. The past president shall be the chairperson of the Nominating Committee. The Board may fill a vacancy in the committee created for any reason. The Nominating Committee shall make as many nominations to the board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The selections of the Nominating Committee shall be made known to the membership no less than 30 days prior to the annual meeting in accordance with Article 10, Section 10.2 of these Bylaws. Nominations may also be

made from the floor at the annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and solicit votes.

5.2. ARCHITECTURAL CONTROL COMMITTEE. An Architectural Control Committee shall be appointed by the board consisting of members of the Association and in accordance with the Declaration. Plans and specifications showing the nature, kind, shape, color, size, materials and locations of structures, buildings, improvements or modifications shall be submitted to the Architectural Control Committee for approval as to the quality of workmanship and design and harmony of external design with existing and proposed structures, topography and finish grade elevation. The Architectural Control Committee shall have other duties as defined in the Declaration.

ARTICLE 6

RULES

6.1. RULES. The board shall have the right to establish and amend, from time to time, reasonable rules and regulations for: (i) the administration of the Association and the governing documents; (ii) the maintenance, management, operation, use, conservation, and beautification of the Subdivision; and (iii) the health, comfort, and general welfare of the residents; provided, however, that such rules may not be in conflict with law or the governing documents. The board shall, at all times, maintain the then current and complete rules in a written form which can be copied and distributed to the members. Rules need not be recorded in the county's real property records.

6.2. ADOPTION AND AMENDMENT. Any rule may be adopted, amended, or terminated by the board, provided that the rule and the requisite board approval are properly recorded as a resolution in the minutes of the meeting of the board.

6.3. NOTICE AND COMMENT. The board shall give written notice to an owner of each lot of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the members, at least 10 days before the rule's effective date. The board may, but shall not be required to, give similar notice to residents who are not members. Any member or resident so notified shall have the right to comment orally or in writing to the board on the proposed action.

6.4. DISTRIBUTION. Upon request from any member or resident, the board shall provide a current and complete copy of rules.

ARTICLE 7

ENFORCEMENT

The violation of any provision of the governing documents shall give the board the right, in addition to any other rights set forth in the governing documents, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

ARTICLE 8

OBLIGATIONS OF THE OWNERS

8.1. PROOF OF OWNERSHIP. Any person, on becoming a member of the Association, shall furnish to the

board evidence of ownership in the lot, which copy shall remain in the files of the Association. A member shall not be deemed to be in good standing nor be entitled to vote at any annual or special meeting of the Association unless this requirement is first met.

8.2. OWNERS' ADDRESSES. The owner or the several co-owners of a lot shall register and maintain one mailing address to be used by the Association for mailing of statements, notices, and all other communications. The owner shall keep the Association informed of the member's current mailing address. If an owner fails to maintain a current mailing address with the Association, the address of that owner's lot shall be deemed to be his mailing address. An owner who mortgages his or her living unit and lot shall furnish the board with the name and mailing address of the mortgagee.

8.3. ASSESSMENTS. All owners shall be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A member shall be deemed to be in good standing and entitled to vote at any meeting of the Association if he is current in the assessments. No owner may waive or otherwise escape liability for assessments by nonuse of the Common Area or abandonment of his or her lot.

8.4. COMPLIANCE WITH DOCUMENTS. Each owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

ARTICLE 9

ASSOCIATION RECORDS

9.1. RECORDS. The Association shall use its best efforts to keep the following records:

- a. Minutes or a similar record of the proceedings of the meetings of the members.
- b. Minutes or a similar record of the proceedings of the meetings of the board.
- c. Names and mailing addresses of the members, the currency and accuracy of the information being the responsibility of the members.
- d. Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles.
- e. Copies of income tax returns prepared for the Internal Revenue Service.
- f. Copies of the governing documents and all amendments to any of these.

9.2. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association shall be made available for inspection and copying pursuant to Article 1396-2.23.B. of the Texas Non-profit Corporation Act.

ARTICLE 10

NOTICES

10.1. CO-OWNERS. If a lot is owned by more than one person, notice to one co-owner shall be deemed notice to all co-owners.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these bylaws may be given personally, by mail, or by facsimile transmission. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the member at the address shown on the Association's records. If transmitted by facsimile, the notice is deemed delivered on successful transmission of the facsimile. [TNPCA 1396-2.11.A.]

10.3. WAIVER OF NOTICE. Whenever any notice is required to be given to an owner, member, or director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a member or director at any meeting of the Association or board, respectively, shall constitute a waiver of notice by such member or director of the time, place, and purpose of such meeting. If all members or directors are present at any meeting of the Association or board, respectively, no notice shall be required and any business may be transacted at such meeting. [TNPCA 1396-9.09]

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. PROPOSALS. These Bylaws may be amended by the members according to the terms of this Article. The Association shall provide each member with a detailed description, if not exact wording, of any proposed amendment. Such description shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

11.2. CONSENTS. An amendment shall be adopted by the vote, in person or by proxy, or written consents of members representing at least a majority of the votes cast or present at a meeting for which a quorum is obtained.

11.3. EFFECTIVE. Each amendment must be in writing and be signed by at least two officers acknowledging the requisite approval of members at which time any or all amendment(s) shall be effective

ARTICLE 12

GENERAL PROVISIONS

12.1. CONFLICTING PROVISIONS. If any provision of these Bylaws conflicts with any provision of the laws of the State of Texas, such conflicting Bylaws provision shall be null and void, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision that shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3. FISCAL YEAR. The fiscal year of the Association shall be the calendar year.

12.4. WAIVER. No restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number

of violations or breaches thereof which may occur.

VOL. 1091 PAGE 0311

FILED FOR RECORD
at 11:16 o'clock A.M.
OCT 25 2000

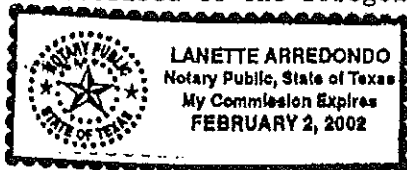
JANNETT PIEPER
Clerk County Clerk Kerr County, Texas
Cheryl Thompson Deputy

WE HEREBY CERTIFY that the foregoing Amended Bylaws of Vicksburg Village Homeowners Association of Kerrville, Texas have been passed and approved by a vote of a majority of members in person or by proxy entitled to vote on the day presented to the members for a vote, in accordance with Article 11.1 and 11.2 of the Bylaws, at a duly called meeting on October 23, 2000.

SIGNED on the 23rd day of October, 2000.

VICKSBURG VILLAGE HOMEOWNERS
ASSOCIATION OF KERRVILLE, TEXAS, INC.

Before me, Lanette Arredondo the following people appeared Sam R. Terry, M R Wolfe, Lou Koch, known to be the persons whose names are subscribed to the foregoing instrument.



Sam R. Terry
Vice-President of the Association

MR Wolfe
Board Member

Lou Koch
Secretary of the Association

Lanette Arredondo
10/25/00

CHRONOLOGY OF BYLAWS

1. Original Bylaws signed July 30, 1987
2. Amended Bylaws (complete) November 1997 recorded Kerr County, Vol. 928, P. 472
3. Amendment of Article 2.1, December 7, 1998, recorded Kerr County, Vol. 984, P. 697
4. Amendment of Article 2.1 ratified on November 15, 1999
5. Amendment of Articles 1.5 and 2.2.2 ratified on August 7, 2000

*Filed by & Return to:
Vicksburg Village Homeowners Assoc.
300 Vicksburg Avenue
Kerrville, TX 78028*

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

OCT 26 2000



Janett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD Real Property
VOL 1091 PG 299
RECORDING DATE

OCT 26 2000



Janett Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

00148

AMENDMENTS TO BYLAWS

OF

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, Inc. (A Texas Nonprofit Corporation)

INTRODUCTION

Prior to October 8, 2001, the official VVHA Bylaws were those as stated, signed, filed and recorded on October 25, 2000 as Volume 1091, pages 0299 thru 0312 at the Official Public Records of Kerr County, Texas. On October 8, 2001 a voting majority of owners of property within the areal limits of Vicksburg Village met at the VVHA Clubhouse and approved five (5) changes to the above-referenced Bylaws.

PURPOSE

The purpose of this document is to provide notice of the approved changes.

AMENDMENTS

- A. The specific changes are attached herein in their entirety as a "page change."
B. All such changes will become effective January 1, 2002.

WE HEREBY CERTIFY that the foregoing changes to the Amended Bylaws of Vicksburg Village Homeowners Association of Kerrville, Texas, Inc., have passed and approved by a vote of a majority of members in person or by proxy entitled to vote on the day presented to the members for a vote, in accordance with Article 2 of the Bylaws, at a duly called meeting on October 8, 2001.

SIGNED on the 7th day of January, 2002.

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, INC.

FILED FOR RECORD at 2:50 o'clock P.M.

JAN 07 2002

JANNETT PIEPER Clerk County Court, Kerr County, Texas Deputy

BY: Warren R. Rutledge, President

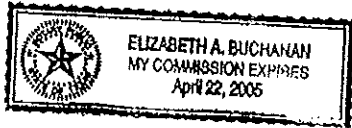
BY: Marjie Cleveland, Vice-President

7-5-1

THE STATE OF TEXAS §

COUNTY OF KERR §

This instrument was acknowledged before me on this 7th day of January, 2002 by WARREN R. RUTLEDGE, President of VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, INC., a Texas non-profit corporation, on behalf of said corporation.

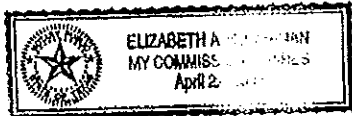


Elizabeth A. Buchanan
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF KERR §

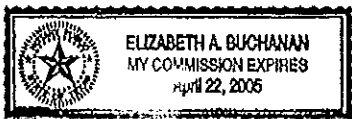
This instrument was acknowledged before me on this 7th day of January, 2002 by MARJIE CLEVELAND, Vice-President of VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, INC., a Texas non-profit corporation, on behalf of said corporation.



Elizabeth A. Buchanan
Notary Public, State of Texas

Filed By: Warren Rutledge

RETURN TO:
Vicksburg Village Homeowners Association
300 Vicksburg Avenue
Kerrville, Texas 78028



CHRONOLOGY OF BYLAWS

1. Original Bylaws signed July 30, 1987
2. Amended Bylaws (complete) November 1987 recorded Kerr County, Vol. 928, P. 472
3. Amendment of Article 2.1, December 7, 1998, recorded Kerr County, Vol. 984, P. 697
4. Amendment of Article 2.1 ratified on November 15, 1999.
5. Amendment of Articles 1.5 and 2.2.2 ratified on August 7, 2000
6. Amended Bylaws (complete) October 8, 2001 recorded Kerr County, Vol. 1091, P. 0299
7. Amendment of Sections 2.4, 2.8.6, 2.9, 4.1, 11.3 (this amendment) recorded as noted

VVHA BYLAWS as Amended Oct. 08, 2001

Change No. 1, page 3; replace current paragraph 2.4 with the following:

2.4. VACANCIES. Any vacancy on the Board caused by any reason, except the removal of a director by a vote of the Association, shall be filled as described below:

Method A: By a vote of the majority of all remaining directors at any meeting of the Board. The office of president shall not be held by a director elected by Method A.

Method B: By an election held at a meeting of the Association.

Any directors elected to fill a vacancy shall serve out the remaining term of his predecessor. If the remaining directors include at least two (2) directors who have been elected by Method A, then Method B shall be used to fill a current vacancy. Otherwise, the Board shall, at its discretion, determine which method is to be used to fill the current vacancy. (TNPCA 13962.16.A.).

Change No. 2, page 5; Replace current paragraph 2.8.6 with the following:

2.8.6. EMPLOYEES. The board may employ contractors or employees as deemed necessary, and may prescribe their duties. The VVHA Board may employ a paid Association administrator, manager or equivalent only after documented approval by written ballot of owners representing two-thirds of all properties.

Change No. 3, page 5; Add the following:

2.9. CAPITAL IMPROVEMENTS AND INVESTMENT. Expenditures in excess of \$5,000.00 for capital improvements may be made only after documented approval by written ballot of owners representing two-thirds of all properties. Routine operations of Vicksburg Village and routine maintenance and repair of VVHA property including Clubhouse and Common Areas are not subject to this requirement.

VVHA financial assets shall be invested only in insured accounts or insured certificates of deposit, to safeguard against loss of capital value.

Change no. 4, page 7; Replace current paragraph with the following:

4.1. ANNUAL MEETING. Annual meetings of the Association shall be held at 7:00 p.m. on the fourth (4th) Monday of January each year at the Clubhouse. At the Annual Meeting the members shall elect directors in accordance with these Bylaws. The members may also transact such other business of the Association as may properly come before them. [TNPCA 1396-2.10.A.(2)]

Change No. 5, page 12; Replace current paragraph with the following:

11.3. EFFECTIVE. To be effective, each amendment must be in writing and be signed by at least two officers acknowledging the requisite approval of members, and be delivered to each member at least 10 days before the amendment's effective date.

Provision here in which restricts 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

JAN 08 2002



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1165* PG *24*
RECORDING DATE

JAN 08 2002



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

09701

AMENDED BYLAWS

OF

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS.
(A Texas Nonprofit Corporation)

Superceding and replacing all prior Bylaws in their entirety

ARTICLE 1

INTRODUCTION

1.1 PURPOSE OF BYLAWS. These Amended Bylaws ("Bylaws") provide for the governance of VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS ("Association"), a Property Owners' Association whose Members consist of the owners of Lots in Vicksburg Village located in Kerr County, Texas ("Subdivision"), within the areal limits defined in the amended Declaration covered by a dedicatory instrument entitled Fifth Amended Declaration of Covenants, Conditions and Restrictions recorded in Official Public Records of Real Property Records of Kerr County, Texas ("Declaration"), which may be amended further from time to time.

1.2. MEMBERSHIP AND PARTIES TO THESE BYLAWS. Membership in the Association is limited to persons or entities as defined in Article III, Section 1 of the Declaration and binds those Members to these Bylaws as provided below. All present and future Members are subject to the TNPCA, Articles of Incorporation, Declaration and Bylaws. Membership in the Association will signify that the Lot owner appoints the Board of Directors of the Association to manage or regulate the Subdivision in accordance with the provisions set forth in the TNPCA, Articles of Incorporation, Declaration and these Bylaws and that these Bylaws are accepted, ratified, and enforced by fines or suspension of rights for violation. Further, Membership in the Association will signify that the Lot Owner has designated the Association as his representative to initiate, defend or intervene in litigation or an administrative proceeding affecting the enforcement of the amended Declaration for the protection, preservation and operation of the Subdivision.

1.3. DEFINITIONS. Words and phrases defined in the Declaration shall have the same meanings when used in these Bylaws, unless defined otherwise in the Declaration or in these Bylaws. The following words and phrases shall have specified meanings when used in these Bylaws:

1.3.1 "Officer" means an Officer of the Association. President, Vice-President, Secretary, and Treasurer mean, respectively, the president, vice-president, secretary, and treasurer of the Association

1.3.2 "Director" means a Director of the Association and is synonymous with Member of the Board.

1.3.3 "Governing documents" means the TNPCA, the Articles of Incorporation, the Declaration and these Bylaws and can be construed to be synonymous with dedicatory instruments. The order of hierarchy is the TNPCA, the Articles of Incorporation, the Declaration, the Bylaws, Roberts Rules of Order and the Rules of the Association in descending order as listed here as they may be amended from time to time.

1.3.4 "Majority" means one unit or number more than half of the total ballots cast or show of hands in person or by proxy at any meeting that meets the requirements in the Declaration or Bylaws; or the judgement of the chair requesting the "yeas" and "nays"

1.3.5 "Member" means a Member of the Association defined as any person or entity by virtue of being an Owner, spouse of an owner or joint owner of a Residential Unit unless the context indicates that a Member means a Member of the Board of Directors or a Member of a committee of the Association.

Passed 9-6-2005; recorded with CC&R's 9-19-2005

Filed by John Mahan

Return to

VVHA SECRETARY
300 VICKSBURG AVENUE
KERRVILLE TX 78603

HE

1.3.6 "Resident" means the occupant of a Lot, whether or not such occupant is a Lot owner

1.3.7 "Rule" means a principle of authority governing the conduct, actions, or procedures of the VVHA with authority derived from the Covenants, Conditions, and Restrictions and referring to specific sections of application in the Bylaws as directed by the Board and/or the Members of the VVHA under these Bylaws

1.4. NONPROFIT PURPOSE. The Association is not organized for profit

1.5. COMPENSATION. A Director, Officer, Member, or resident shall not be entitled to receive any pecuniary profit for the operation of the Association, and no dividend or assets of the Association shall be distributed to, or inure to the benefit of a Director, Officer, Member, or resident [TNPCA Art. 1396-2.24.A], provided, however:

1.5.1 That reasonable compensation may be paid to a Director, Officer, Member, or resident for special or unusual services rendered to the Association. Such services must be noted specifically and approved by resolution of the Board with a majority vote of the Board for approval;

1.5.2 That the offices of the secretary and treasurer may be paid reasonable compensation for the performance of the duties of the offices, as provided herein; and

1.5.3 That a Director, Officer, Member, or resident may, from time to time, be reimbursed for his actual and reasonable expenses incurred on behalf of the Association in connection with the administration of the affairs of the Association, provided such expenses have been approved by the Board

1.6. GENERAL POWERS AND DUTIES. The Association, acting through the medium of the Board of Directors shall have the powers and authority to perform the duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Subdivision as may be required or permitted by State law and the governing documents. The Association may do any and all things that are lawful and that are necessary, proper, or desirable in operating for the best interests of its Members, subject only to the limitations upon the exercise of such powers as are expressly set forth in the governing documents.

ARTICLE 2

BOARD OF DIRECTORS

2.1 NUMBER AND TERM OF OFFICE. The Board shall consist of five (5) Members of the VVHA. All Directors will be elected for a term of two (2) years. The number of Directors elected at each annual meeting shall alternate between three (3) or two (2) depending upon those terms that expire in that year. The elected Directors shall take office upon the adjournment of the meeting or balloting at which they are elected or appointed and, absent death, ineligibility, resignation, or removal, will hold office until successors are elected or appointed. The number of Directors may be changed by amendment of these Bylaws, but shall not be less than three [TNPCA 1396-2.15 A + B]

2.2 QUALIFICATION. No person shall be eligible for election or appointment to the Board unless such person is a Member. [TNPCA 1396-2.14.A]

2.2.1. CO-OWNERS. Co-owners of a Lot may not serve on the Board at the same time. Co-owners of more than one Lot may serve on the Board at the same time, provided the number of co-owners serving at one time does not exceed the number of Lots they co-own.

2.2.2 ABSENCES, DELINQUENCY OR VIOLATION OF GOVERNING DOCUMENTS. No Member may be elected or appointed as a Director if any assessment against the Member is delinquent at the time of election or appointment or if that Member violates any of the provisions of the governing documents. No Member may continue to serve as a Director if that Member has four (4) consecutive unexcused absences

from Board meetings. A majority of the remaining Board Members shall rule as to whether an absence is excused. No Member may continue to serve as a Director if any assessment against the Member is more than 15 days delinquent or if the Member violates the provisions of the governing documents. A Director who is alleged to be delinquent in assessment or to have violated the provisions of the governing documents shall be suspended as a Director, but shall have the right to a hearing before the Board, within thirty (30) days of that Director's suspension to contest the suspension. The remaining Directors may give the suspended Member a reasonable time, by a specified date, to cure the violation and be reinstated as a Director.

2.3. ELECTION. The Members shall elect Directors by secret written ballot. The election of Directors shall be conducted at the annual meeting of the Association or at any special meeting called for that purpose. At any special meeting to elect a Director, the presence of Members in person or by proxy representing Lots in the Subdivision and entitled to cast 25 percent (25%) of the votes shall constitute a quorum. In the event, a quorum ceases to exist during the meeting, the meeting shall be adjourned. Members shall have one vote per Lot owned, in person or by proxy, for each Director vacancy. A majority vote of those marked ballots actually cast is required to elect a Director. Any subsequent rounds of voting shall be taken immediately after the first round is completed if required. [TNPCA 1396-2 13.B]

2.4. VACANCIES. Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors voting though less than a quorum of the Board of Directors. The requirement for less than a quorum shall be at least three (3) remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. A Director elected by this method shall not hold the office of president. Any Directorship to be filled by reason of an increase in the total number of Directors specified in these Bylaws shall be filled by election at an annual meeting or at a special meeting of Members called for that purpose. [TNPCA 1396-2 16.A. +B.]

2.5. REMOVAL OF DIRECTORS. At any special meeting of the Association called for the purpose of this section 2.5 of the Bylaws, any one or more of the Directors may be removed with or without cause by Members representing a majority of the marked ballots cast in person or by proxy at such meeting. At said meeting the presence of Members in person or by proxy representing Lots in the Subdivision and entitled to cast 25 percent (25%) of the votes shall constitute a quorum. In the event of removal, a successor shall then and there be elected by the Association Members to fill the vacancy thus created. To elect a replacement Director(s) at said special meeting called for the purpose of this Section 2.5, the procedure to elect shall be in accordance with 2.3 of these Bylaws. In the event a quorum ceases to exist during the meeting, the meeting shall be adjourned. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. [TNPCA 1396-2 15.D]

2.6 MEETINGS OF THE BOARD.

2.6.1. ORGANIZATIONAL MEETING OF THE BOARD. Within three (3) days after the annual meeting, the Directors shall convene an organizational meeting for the purpose of electing Officers. The time and place of such meeting shall be fixed at the adjournment of the Annual Meeting by the continuing and newly elected Directors.

2.6.2. REGULAR MEETING OF THE BOARD. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by the Board, but at least one such meeting shall be held each calendar quarter. Notice of regular meetings of the Board shall be given to each Director personally or by telephone or written communication, at least three days prior to the date of such meeting.

2.6.3. SPECIAL MEETINGS OF THE BOARD. Special meetings of the Board may be called by the president or, if he/she is absent or refuses to act, the Vice-President according to Article 3.5.2, or by any two Directors. At least three days notice shall be given to each Director, personally or by telephone or written communication, which notice shall state the place, time, and purpose of such meeting.

2.6.4. CONDUCT OF MEETINGS. The president shall preside over all meetings of the Board and the secretary shall keep, or cause to be kept, a record of all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. When not in conflict with law or the governing documents, the then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Board.

2.6.5. QUORUM. At all meetings of the Board, except for a meeting to fill a vacancy (see 2.4 above) a majority of Directors shall constitute a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If less than a quorum occurs during any meeting of the Board, the remaining Directors present shall adjourn the meeting. The meeting may be reconvened when a quorum is reestablished. At any such reconvened meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

2.6.6. OPEN MEETINGS. Regular and special meetings of the Board shall be open to Members of the Association; provided that Members who are not Directors may not participate in any deliberations or discussions unless the Board expressly so authorizes at the meeting. The Board shall give notice and may publish in a newsletter or similar publication the dates of regular Board meetings. Notice of special meetings of the Board shall be posted on the bulletin board of the VVHA Clubhouse and publicly at the cluster mailboxes in the Subdivision. The Board may adjourn any meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar or sensitive nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.6.7. TELEPHONE MEETINGS. Members of the Board or any committee of the Association may participate in and hold meetings of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear or communicate with each other. Participation in such meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. [TNPCA 1396-9 11]

2.6.8. ACTION WITHOUT A MEETING. Any action required or taken by the Board at a meeting may be taken without a meeting, if all of the Directors individually or collectively consent in writing to such action. The written consent shall be filed with the minutes of the Board. Action by written consent shall have the same force and effect as a unanimous vote.

2.7. LIABILITIES AND STANDARD OF CARE. In performing their duties, the Directors are required to exercise certain standards of care and are subject to certain liabilities, including but not limited to the following provisions of State law: Articles 1396-2.20.D., -2.25, -2.26, -2.28, -2.29, and -2.30 of the TNPCA.

2.8 POWERS AND DUTIES OF THE BOARD

The Board may do all such acts and things except those that, by law or the governing documents are reserved to the Members and may not be delegated to the Board. Without prejudice to the general and specific powers and duties set forth in laws or the governing documents, or such powers and duties as may hereafter be imposed on the Board by resolution of the Association, the powers and duties of the Board shall include, but shall not be limited to, the following:

2.8.1. VIOLATION OF RULES. The Board, by resolution may from time to time adopt and publish rules governing use of the Common Area and the personal conduct of the Members, residents and their guests thereon, and may suspend the right to the use of the Common Area, after notice and hearing for a period not to exceed 60 days, for any single infraction of the published rules. Such suspension of the use of any

recreational facility may be increased up to six (6) months for repeated infractions of published rules. The Board also may establish other penalties for infractions thereof.

2.8.2. ASSESSMENTS. The Board shall set the amount of the monthly general assessment against each Lot as provided in the Declaration. If the amount of the general assessment is changed, each Owner of every Lot shall receive written notice of the due date of payment of said general assessment change at least forty-five (45) days in advance of said due date.

2.8.3. DELINQUENT ACCOUNTS. The Board may establish, levy, and collect reasonable late charges for Members' delinquent accounts that are not paid within thirty (30) days after the due date as established in Article V, Section 8 of the Declaration. The Board may suspend the voting rights and right to use the Common Area of any Member whose account is delinquent.

2.8.4. FIDELITY BONDS. The Board may require that all Officers, agents, and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be a common expense of the Association.

2.8.5. EX OFFICIO DIRECTOR. The Board may, from time to time, designate one or more Members as ex-officio Members of the Board with the same intent as Art. 1396-2 23B (2) of the TNPCA. Such ex officio Directors serve in a non-voting advisory capacity. The presence of a duly designated ex-officio Member at a meeting may not be counted to establish a quorum. The term of office is at the sole discretion of the Board.

2.8.6. EMPLOYEES AND CONTRACTS FOR SERVICES. The Board may enter into contracts for services or hire hourly wage or salaried employees for VVHA lawn maintenance requirements, janitorial duties, secretarial, or other duties as described and deemed required by the Board on behalf of the Association, and, when appropriate and feasible, shall solicit competitive bids based on a standard statement of work prepared or approved by the Board. All such hourly wage or salaried employees shall have specific job descriptions prior to employment. The Secretary of the VVHA shall keep records verifying the work time of hourly wage or salaried employees. The VVHA Board may employ a salaried Association administrator or manager with specifically described duties, but in that instance of employment of an Association administrator or manager, employment can be completed only after approval by ballot of Members present or by proxy at a meeting called for that purpose. Approval requires the affirmative votes cast by Owners in person or by proxy equal to or exceeding two-thirds (2/3) of the total of the improved Lots in the Subdivision. The administrator or manager must be an employee, but said employee may not be a Member of the Association. A management company is prohibited from filling the position of administrator or manager.

2.8.7. APPOINTMENT OF COMMITTEES. The Board, by resolution, may from time to time designate standing or ad hoc committees to advise or assist the Board with its responsibilities. The resolution shall establish the purposes and powers of each committee created with the primary purpose of the committee stated clearly in the Board resolution, provide for the appointment of its Members, as well as Chairpersons, and shall set a time frame for reports, termination, and other administrative matters deemed appropriate by the Board. The Board at its sole discretion, may appoint a Board liaison for any committee of the VVHA. Members of committees shall be appointed from among the Members of the VVHA. Committees may employ consultants for specific tasks or research if prior approval is requested and granted by majority resolution of the Board. The President of the VVHA shall appoint the Chairpersons for each Committee with majority consent of the Board. The Chairperson and members of all committees shall expire at the Annual meeting. New Chairpersons and members of all committees shall be appointed or reappointed within thirty (30) days of the election of the President at the organizational meeting of the Board (2.6 1 of these Bylaws)

2.8.8. FINES. The Board may levy fines for each day or occurrence that a violation of the Declaration, the Bylaws, or Rules of the Bylaws persists. A fine up to but not to exceed two hundred dollars per day (\$200)

may be levied by the Board in accordance with Chapter 202.004 of the Texas Statutes. The process for enforcing fines shall be conducted by the Rules in this section and Art. IV, Sec. 8 of the Declaration. The following rules of the Texas Residential Property Owners Protection Act (209.006) must apply to the levy:

2.8.9 NOTICE REQUIRED BEFORE ENFORCEMENT ACTION

Before a property owners' association may suspend an owner's right to use common areas, file a suit against an owner other than a suit to collect a regular or special assessment or foreclose under an association's lien, charge an owner for property damage, or levy a fine for a violation of the Declaration, the Bylaws, or Rules, the association or its agent must give written notice to the owner by certified mail, return receipt requested.

The notice must:

Describe the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due the association from the owner; and inform the owner that the owner is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six months. The notice also must inform the Owner of the right to request a hearing under Section 209.007 of the Texas Residential Property Act, Alternative Dispute Resolution

2.9. CAPITAL ADDITIONS AND INVESTMENT. Routine operations of Virksburg Village and routine maintenance and repair of VVHA property including Clubhouse and Common Areas are not considered a capital improvement subject to a special assessment. The baseline dollar amount of a Special Assessment is five thousand (\$5000) dollars. (CC&R's: Article IV, Section 3 - C). The Board can change the baseline dollar amount of a special assessment provided that such change is approved by unanimous consent of a quorum of the Board present at such a meeting called solely for the purpose of changing the baseline amount. VVHA financial assets shall be invested only in insured accounts or insured certificates of deposit, to safeguard against loss of capital value.

ARTICLE 3

OFFICERS

3.1. DESIGNATION. The principal Officers of the Association shall be the president, the vice-president, the secretary, and the treasurer. The Board may appoint such other Officers and assistant Officers as it deems necessary. The president and vice-president shall be Directors. The same person may hold any two Officer positions except the president and secretary, who can only hold their respective Officer positions. If an Officer is absent or unable to act, the Board may appoint a Director to perform the duties of that Officer and to act in place of that Officer, on an interim basis. [TNPCA 1396 -2.20 A & B.]

3.2. ELECTION OF OFFICERS. The Officers shall be elected no less than annually by the Directors at the organizational meeting of the Board and shall hold office at the pleasure of the Board. Except for resignation or removal, Officers shall hold office until the Board has designated their respective successors or until their term of office has expired. [TNPCA 1396-2.20.A.]

3.3. REMOVAL AND RESIGNATION OF OFFICERS - RESIGNATION OF DIRECTORS. A majority of Directors may remove any Officer, with or without cause, at any regular meeting of the Board or at any special meeting of the Board called for that purpose. A successor may be elected at any regular or special meeting of the Board called for that purpose. An Officer may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. A Director may resign at any time by giving written notice to the Board. Unless the notice of resignation states otherwise, it is effective when received by the Board and does not require acceptance by the Board. The resignation or removal of an Officer who is also a Director does not constitute resignation or removal from the Board. [TNPCA 1396-2.21]

3.4. STANDARD OF CARE. In performing their duties, the Officers are required to exercise the standards of care provided by Article 1396-2.20.D. of the TNPCA.

3.5. DESCRIPTION OF PRINCIPAL OFFICES.

3.5.1. PRESIDENT. As the chief executive Officer of the Association, the president shall be a Director and:

- Preside at all meetings of the Association and of the Board except when Articles 3.5.2 and 4.12 herein should control
- Have all the general powers and duties that are usually vested in the office of president of a corporation organized under the laws of the State of Texas.
- Have general supervision, direction, and control of the business of the Association, subject to the control of the Board.
- See that all orders and resolutions of the Board are carried into effect
- Have the authority to call special meetings of the Association
- The president shall not vote except to break a tie.

3.5.2. VICE-PRESIDENT. The vice-president shall be a Director and in the absence of the president or in the event of the president's inability or refusal to act, shall perform the duties of the president.

3.5.3. SECRETARY. The secretary shall perform or be responsible for the performance of such duties as:

- Keep the minutes of all meetings of the Board and of the Association.
- Have charge of such books, papers, and records as the Board may direct
- Maintain a current record of the names and addresses of the Members for the mailing of notices
- Prepare and give all notices in accordance with the TNPCA and the governing documents.
- Act as the custodian of records of the Association.
- Review all mail on behalf of the Association.
- Perform all duties incident to the office of secretary

3.5.4. TREASURER. The treasurer shall perform or be responsible for the performance of such duties as:

- Be responsible for all Association funds
- Keep full and accurate financial records and books of account showing all receipts and disbursements.
- Prepare all required financial data and tax returns.
- Deposit all moneys or other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board
- Prepare the annual and supplemental budgets of the Association
- Review the accounts of the managing agent on a monthly basis in the event such managing agent is responsible for collecting and disbursing Association funds
- Perform all the duties incident to the office of treasurer.

3.6. AUTHORIZED AGENTS. Except when the governing documents require execution of certain instruments by certain individuals, the Board may authorize any person to execute instruments on behalf of the Association by written resolution. In the absence of Board designation, the authorized agent shall be the only person authorized to execute instruments on behalf of the Association.

ARTICLE 4

MEETINGS OF THE ASSOCIATION

4.1. ANNUAL MEETING. Annual meetings of the Association shall be held at 7:00 p.m. on the fourth (4th) Monday of January each year at the Clubhouse. At the annual meeting, the presence of Members in person or by proxy representing Lots in the Subdivision and entitled to cast 40 percent (40%) of the votes shall constitute

a quorum. In the event, a quorum ceases to exist during the meeting, the meeting shall be adjourned. At the Annual Meeting the Members shall elect Directors in accordance with these Bylaws. The Members may also transact such other business of the Association as may properly come before them. [TNPCA 1396-2.10.A.(2)]

4.2. SPECIAL MEETINGS. It shall be the duty of the president to call a special meeting of the Association if directed to do so by a majority of the Board or by a petition signed by Members representing at least ten (10) percent of the Lots in the Association. Such meeting shall be held within 30 days after the Board resolution or receipt of petition. The notice of any special meeting shall state the time, place, and purpose(s) of such meeting. If the purpose of the petition is to amend these Bylaws, the exact wording of the intended amendment shall accompany the petition. No business, except the purpose stated in the notice of the meeting, shall be transacted at a special meeting.

4.3. PLACE OF MEETINGS. Meetings of the Association shall be held at the Clubhouse or at a suitable place convenient to the Members, as determined by the Board. [TNPCA 1396-2.10 A (1)]

4.4 NOTICE OF MEETINGS. At the direction of the Board, written notice of meetings of the Association shall be given to Members entitled to vote at least 10 days but no more than 30 days prior to such meeting. Notices shall identify the type of meeting as annual or special, and shall state the particular purpose(s) of a special meeting. Notices may also set forth any other items of information deemed appropriate by the Board. [TNPCA 1396-2 11]

4.5. INELIGIBILITY. If a Member's financial account with the Association is in arrears on the record dates defined below, the Board may determine that such Member shall:

- Forfeit the right to vote at meetings of the Association.
- Not be elected to serve as a Director.

However, before any of the above listed in 4.5 of this section of these Bylaws are invoked, the Board must, in a special or regular meeting specifically define the reason for taking said actions based on the current Declaration and Bylaws. The Board may specify the manner, place, and time for payment for purposes of rescission of the action and restoring eligibility

4.6. RECORD DATES, QUORUM, VOTING.

4.6.1. DETERMINING NOTICE AND VOTING ELIGIBILITY. The Board shall fix a date as the record date for determining the Members entitled to notice of a meeting and to vote at that meeting of the Association. The record date may not be more than 60 days before the date of a meeting of the Association at which Members will vote. [TNPCA 1396-2.11 A & D]

4.6.2. DETERMINING RIGHTS ELIGIBILITY. The Board shall have the authority to fix a date as the record date for determining the Members entitled to exercise any rights or suspension of rights, such as rights to common areas, in addition to the right stated in 4.6.1.

4.6.3. ADJOURNMENTS. A determination of Members entitled to notice of or to vote at a meeting of the Association is effective for any adjournment of the meeting unless the Board fixes a new date for determining the right to notice or the right to vote. The Board must fix a new date for determining the right to notice or the right to vote if the meeting is adjourned to a date more than 90 days after the record date for determining Members entitled to notice of the original meeting. [TNPCA 1396-2.11A - E.]

4.6.4 VOTING MEMBERS LIST. The Board shall require the Secretary to provide monthly updates to the list of the Association's voting Members in order to set a date of record for the Members entitled to vote at Members' meetings in accordance with TNPCA Art. 1396-2.11B

4.6.5 QUORUM AT SPECIAL MEETING. At a Special Meeting of the Association called and convened under Section 4.2 of these Bylaws, the presence in person or by proxy of Members entitled to cast at least ten (10) percent of the votes that may be cast for election of the Board shall constitute a quorum. Members

present at a meeting at which said quorum is present may continue to transact business until adjournment. If a quorum ceases to exist at this Special meeting, the meeting must be adjourned. [TNPCA 1396-2.12]

4.6.6. LACK OF QUORUM OF COMMITTEE MEETING. If a quorum shall not be present or represented at any committee meeting, the Members entitled to vote thereat shall have power then to adjourn the committee meeting from time to time, without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

4.6.7. VOTES. Members of the Association shall have one vote for each Lot owned in the Subdivision. A majority vote, except when a higher percentage is required by other governing documents, these Bylaws, or by law, shall be binding upon all Members for all purposes, There shall be no cumulative voting. The Board shall establish a written rule for the mechanism used for a secret ballot. The Board shall have the authority to designate those instances in which a secret ballot shall be used.

4.6.8. CO-OWNED LOTS. If more than one Member owns a Lot and only one Member is present at a meeting of the Association, that person may cast the vote allocated to that Lot. If more than one of the multiple owners is present, the vote allocated to that Lot may be cast only in accordance with the owners' unanimous agreement. Multiple owners are in unanimous agreement if one of the multiple owners casts the vote allocated to the Lot and none of the other Owners makes prompt protest to the person presiding over the meeting.

4.6.9. CORPORATION - OWNER LOTS. If a Lot is owned by a corporation, the vote appurtenant to that Lot may be cast by an Officer of the corporation in the absence of express notice of the designation of a specific person by the Board of Directors or bylaws of the owning corporation. Any general partner of an owning partnership may cast the vote of a partnership in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over a meeting or vote may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to vote.

4.6.10. PROXIES. Votes may be cast in person or by written proxy. To be valid, each proxy shall

- Be signed and dated by a Member or his attorney-in-fact.
- Identify the Lot to which the vote is appurtenant.
- Name the person in favor of whom the proxy is granted, such person having agreed in writing to exercise the proxy.
- Identify the purpose or meeting for which the proxy is given.
- Not purport to be revocable without notice.
- Be delivered to the secretary or to the person presiding over the Association meeting for which the proxy is designated.
- Unless the proxy specifies a shorter time, it shall terminate eleven months after its date. To revoke a proxy, the granting Member must give actual written notice of revocation to the person presiding over the Association meeting for which the proxy is designated. Unless revoked, any proxy designated for a meeting that is adjourned, recessed, or scheduled shall be valid when such meeting reconvenes. [TNPCA 1396-2.13.B]

4.7. CONDUCT OF MEETINGS. The president, vice-president or any person designated by the Board shall preside over meetings of the Association. The secretary shall keep, or cause to be kept, the minutes which shall record all resolutions adopted and all transactions occurring at the meeting, as well as a record of any votes taken at the meeting. Votes and results shall be recorded by specific number affirmative, specific number negative and the resolution then declared pass or fail in the minutes. The person presiding over the meeting may appoint a parliamentarian. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the governing documents. Tellers appointed by the person presiding over the meeting shall tally votes. Any Member present at the meeting may observe the tally.

4.8. ORDER OF BUSINESS. Unless the notice of meeting states otherwise, the order of business at meetings of the Association shall be as follows:

- Determine votes present by roll call or check-in procedure
- Announcement of quorum
- Proof of notice of meeting
- Reading and approval of minutes of preceding meeting
- Reports
- Election of Directors (when required)
- Unfinished or old business
- New business

4.9. ADJOURNMENT OF MEETING. At any meeting of the Association, a majority of the Members present at that meeting, either in person or by proxy, may adjourn the meeting to another time

4.10. ACTION WITHOUT MEETING. Subject to Board approval, any action that may be taken by a vote of the Members at a meeting of the Association may also be taken without a meeting by written consent. The Board may permit Members to vote by ballots. To constitute approval of such action, a majority of all Owners in the Association must cast ballots approving the action. This paragraph may not be used to avoid the requirement of an annual meeting and shall not apply to the election of Directors.

ARTICLE 5

STANDING COMMITTEES

5.1. NOMINATING COMMITTEE. A Nominating Committee shall make nominations for the election of the Board of Directors. The Nominating Committee shall consist of three (3) Members. The Members of the committee shall be the most recent full term past president of the Association who is willing to serve in such capacity and two Members elected at the annual meeting or at a special meeting called for that purpose. The elected Members of the committee shall serve for one year until the election of two new committee Members at the next annual meeting. The past president shall be the chairperson of the Nominating Committee. The Nominating Committee shall make as many nominations to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. The selections of the Nominating Committee shall be made known to the Membership no less than 30 days prior to the annual meeting in accordance with Article 10.2 of these Bylaws. Nominations may also be made from the floor at the annual meeting. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and solicit votes.

5.2. OTHER COMMITTEES. The Board, in accordance with the Declaration, may appoint other committees, as it deems fit, for any lawful purpose to aid it in the management of the Properties.

ARTICLE 6

RULES

6.1. RULES. The Board shall have the right to establish and amend, from time to time, reasonable rules for:

- The administration of the Association,
- The maintenance, management, operation, use, conservation, and beautification of the Subdivision and,
- The health, comfort, and general welfare of the residents.

Provided, however, that such rules may not be in conflict with TNPCA or the governing documents. The Board shall, at all times, maintain the then current and complete rules in a written form. A copy of these rules shall be distributed to any Member upon verbal or written request to the Secretary of the Association. Rules need not be recorded in the county's real property records. There shall be an annual review of all the rules of the VVHA by the

Board. Said annual review shall occur within 90 days of the annual meeting. The Board shall, after review, continue or terminate any single rule or group of rules of the VVHA. Continuation or termination of rules must be approved by majority vote of the Board and recorded in the minutes. If any changes occur in the rules at this annual review the Members must be notified as defined in Article 10.2 of these Bylaws. Any rule, as defined in these Bylaws may be amended, or rescinded at any Special meeting of the Association if said meeting meets the requirements of Article 4.2 of these Bylaws.

6.2. ADOPTION AND AMENDMENT. Any rule may be adopted, amended, or terminated by the Board, or Special Meeting of the Membership provided that the rule and the requisite Board or Membership approval are properly recorded as a resolution in the minutes of the meeting of the Board or Special Meeting with proper notification to the Membership described herein in these Bylaws.

6.3. NOTICE AND COMMENT. The Board shall give written notice to an owner of each Lot of any amendment, termination, or adoption of a rule, or shall publish same in a newsletter or similar publication which is circulated to the Members, at least 10 days before the rule's effective date. The Board may, but shall not be required to, give similar notice to residents who are not Members. Any Member so notified shall have the right to comment on the proposed rules. The Member must comment to the Board in writing within ten (10) days of notification or is entitled to address the Board orally at the next scheduled meeting of the Board.

6.4. DISTRIBUTION. Upon request from any Member or resident, the Board shall provide a current and complete copy of rules

ARTICLE 7

ENFORCEMENT

The violation of any provision of the governing documents shall give the Board the right in addition to any other rights set forth in the Governing Documents, to enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any breach, so long that said enforcement actions comply with Chapter 209 of Texas Property Code.

ARTICLE 8

OBLIGATIONS OF THE OWNERS

8.1. PROOF OF OWNERSHIP. Any person, on becoming a Member of the Association, shall furnish to the Board evidence of ownership in the Lot, which copy shall remain in the files of the Association. Said evidence must be sent by U.S. mail or personally delivered to the VVHA secretary within thirty (30) days of closing or the Member shall not be entitled to vote at any annual or special meeting of the Association unless this requirement is first met. Upon written request of the Board, an Owner shall supply any and all information required by the Declaration or these Bylaws.

8.2. OWNERS' ADDRESSES. The owner or the several co-owners of a Lot shall register and maintain one mailing address to be used by the Association for mailing of statements, notices, and all other communications. The owner shall keep the Association informed of the Member's current mailing address. If an owner fails to maintain a current mailing address with the Association, the address of that owner's Lot shall be deemed to be his mailing address.

8.3. ASSESSMENTS. All owners shall be obligated to pay assessments imposed by the Association to meet the common expenses as defined in the Declaration. A Member shall be entitled to vote at any meeting of the Association if current in the assessments. No owner may waive or otherwise escape liability for assessments by

non-use of the Common Areas or abandonment of his or her Lot.

8.4. COMPLIANCE WITH DOCUMENTS. Each owner shall comply with the provisions and terms of the governing documents, and any amendments thereto. Further, each owner shall always endeavor to observe and promote the cooperative purposes for which the Association was established.

ARTICLE 9

ASSOCIATION RECORDS

9.1. RECORDS. The Association shall keep the following records:

9.1.1 Minutes or a similar record of the proceedings of the meetings of the Members.

9.1.2 Minutes or a similar record of the proceedings of the meetings of the Board and its committees

9.1.3 Names and mailing addresses of the Members, the currency and accuracy of the information being the responsibility of the Members.

9.1.4 Financial records and books of account for the Association, kept in a manner consistent with generally accepted accounting principles, employment records as required by law, all correspondence with government agencies, and summary minutes of any meetings government agencies or individuals representing such agencies

9.1.5 Copies of income tax returns prepared for the Internal Revenue Service for at least seven (7) years.

9.1.6 Copies of the governing documents and all amendments to any of these, plat records, surveys, and ownership deed for common areas.

9.2. INSPECTION OF BOOKS AND RECORDS. Books and records of the Association shall be made available for inspection and copying pursuant to Article 1396-2.23.B. of the TNPCA, except those specifically exempted. All records must be kept in the VVHA Clubhouse office. Approved minutes of Board meetings shall be available and posted on the Clubhouse bulletin board or placed in the loose-leaf binder of the minutes that is kept at the bulletin Board site within ten (10) days of the meeting at which said minutes were approved

ARTICLE 10

NOTICES

10.1. CO-OWNERS. If a Lot is owned by more than one person, notice to one co-owner shall be deemed notice to all co-owners.

10.2. DELIVERY OF NOTICES. Any written notice required or permitted by these Bylaws may be given personally, by mail, or by facsimile transmission. If mailed, the notice is deemed delivered when deposited in the U.S. mail addressed to the Member at the address shown on the Association's records. If transmitted by facsimile, the notice is deemed delivered on successful transmission of the facsimile. [TNPCA 1396-2.11.A.]

10.3. WAIVER OF NOTICE. Whenever any notice is required to be given to an owner, Member, or Director, a written waiver of the notice, signed by the person entitled to such notice, whether before or after the time stated in the notice, shall be equivalent to the giving of such notice. Attendance by a Member or Director at any meeting of the Association or Board, respectively, shall constitute a waiver of notice by such Member or Director of the time, place, and purpose of such meeting. If all Members or Directors are present at any

meeting of the Association or Board, respectively, no notice shall be required and any business may be transacted at such meeting. [TNPCA 1396-9.09]

ARTICLE 11

AMENDMENTS TO BYLAWS

11.1. PROPOSALS. These Bylaws may be amended by the Members according to the terms of this Article. The Association shall provide each Member with the exact wording of any proposed amendment. The exact wording of any proposed amendment shall be included in the notice of any annual or special meeting of the Association if such proposed amendment is to be considered at said meeting.

11.2. CONSENTS. An amendment shall be adopted by the vote, in person or by proxy, or written consents of Members representing at least a majority of the votes cast or present at a meeting for which a quorum is present.

11.3. EFFECTIVE. To be effective, any amendment or group of amendments must be in writing and be signed by at least two Officers acknowledging the requisite approval of Members, and be delivered to each Member at least 10 days before the effective date of the amendment or group of amendments.

ARTICLE 12

GENERAL PROVISIONS

12.1. CONFLICTING PROVISIONS. If any provision of these Bylaws may not be in accordance with any law of the State of Texas, such conflicting provisions of the Bylaws are void unless that law allows the Bylaws to override or provide something different than the law, but all other provisions of these Bylaws shall remain in full force and effect. In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

12.2. SEVERABILITY. Invalidation of any provision of these Bylaws, by judgment or court order, shall in no wise affect any other provision that shall remain in full force and effect. The effect of a general statement shall not be limited by the enumerations of specific matters similar to the general.

12.3. FISCAL YEAR. The fiscal year of the Association shall be the calendar year

12.4. WAIVER. No restriction, condition, obligation, or covenant in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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

SEP 19 2005

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

CHRONOLOGY OF BYLAWS

1. Original Bylaws signed July 30, 1987
2. Amended Bylaws (complete) November 1997 recorded Kerr County, Vol. 928, P. 472
3. Amendment of Article 2.1, December 7, 1998, recorded Kerr County, Vol. 984, P. 697
4. Amendment of Article 2.1 ratified on November 15, 1999
5. Amendment of Articles 1.5 and 2.2.2 ratified on August 7, 2000
6. Amended Bylaws (complete) October 23, 2000 recorded Kerr County, Vol. 1091, PP. 0299- 0312 dated October 25, 2000.
7. Amendments of Sections 2.4, 2.8.6, 2.9, 4.1, 11.3 approved Jan. 7, 2002 and recorded Kerr County, Vol 1165, PP. 0024- 0026.

I HEREBY CERTIFY that the foregoing Amended Bylaws of Vicksburg Village Homeowners Association of Kerrville, Texas have been passed and approved by a vote of a majority of Members in person or by proxy entitled to vote on the day presented to the Members for a vote, in accordance with Article 11.1 and 11.2 of the Bylaws, at a duly called meeting on September 6, 2005.

SIGNED on the 19TH day of SEPTEMBER, 2005.

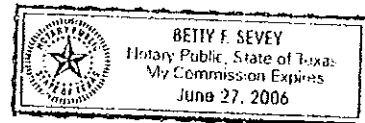
VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS, INC.

[Signature]
President of the Vicksburg Village Homeowners Association

STATE OF TEXAS
COUNTY OF KERR

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS
THE 19TH DAY OF SEPTEMBER, 2005

Betty J. Sevey
NOTARY PUBLIC, STATE OF 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

SEP 20 2005



Janet Pieper
COUNTY CLERK, KERR COUNTY, TEXAS

RECORD *Real Property*
VOL. *1468* PG. *522*
RECORDING DATE

SEP 20 2005



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 or 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:

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

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.

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(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

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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 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

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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 or

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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. 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 Thereof.

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). 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. 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 9 M
SEP 19 2005
JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Jannett Pieper 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		

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

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.

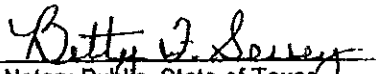
Vicksburg Village Homeowners Association of Kerrville, Texas



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 hereon by me and was duly RECORDED in the Official Public Records of Real Property of Kerr County, Texas on

SEP 20 2005



Janet Rippe

COUNTY CLERK, KERR COUNTY, TEXAS

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

SEP 20 2005



Janet Rippe

COUNTY CLERK, KERR COUNTY, TEXAS