

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

FOR

VICKSBURG VILLAGE HOMEOWNERS ASSOCIATION OF KERRVILLE, TEXAS

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

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

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

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 31, of the Plat Records of Kerr County, Texas: and, Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and, Vicksburg Village Section 2, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and, Vicksburg Village, Section 3, a Subdivision of Kerr County, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; Keystone Place, Section One, a subdivision of Kerr County, Texas, recorded in the Platt records of Kerr County on March 8, 2006 in Volume 7, Page 335, File No. 2296; Lot 2 (5.5 acres)

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

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

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

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

DEFINITIONS

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

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

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

wall.”

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

ARTICLE I

PURPOSE

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

ARTICLE II

USE RESTRICTIONS

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

- (A) A fully enclosed garage which may be attached or detached from the main dwelling. The garage shall be limited in size for not more than three (3) cars,
- (B) Bona fide servants’ quarters, which shall be part of the residential dwelling. The residential dwelling structure may be occupied by members of the family occupying the residential dwelling and by domestic servants employed on the premises. No room(s) in the residential dwelling shall be rented. None of the foregoing shall preclude the main residential dwelling structure from being leased or rented in its entirety as a single residence to a Single Family or person, subject to the requirements of Section 2 below.

Section 2. Non-resident Owner or Resale Certificate Requirements. After 3 (three) full years of ownership and residency of a completed home, and not before, an owner may lease, rent

or otherwise allow occupancy of that home by an individual or individuals other than himself (herself, themselves). There are eight properties to be excepted: 410 Fitch; 426 Fitch; 458 Vicksburg; 1245 Victory; 467 Vicksburg Avenue; 510 Fitch; 305 Vantage Circle and 309 Vantage Circle. If any of the excepted properties are sold or title is transferred after the effective date of this amended restriction, this restriction then applies to such property. Thereafter, if a person or persons other than the Owner of an Improved Lot occupy the residential dwelling on said Owner's Lot as a primary residence, the Owner shall deliver a complete copy of this Declaration and then current Bylaws to the occupants at least fifteen (15) days prior to the planned occupancy. The Owner and occupant or occupants shall agree to be bound by all the provisions of this Declaration and then current Bylaws by affixing their signatures to a form promulgated and provided by the VVHA. Said signed agreement form shall be submitted to the Office Professional of the VVHA no later than fifteen (15) days prior to occupancy. Violation of or non-compliance with this Section may be enforced as provided in Article IV and Article V of this Declaration and Article 2 of the VVHA Bylaws.

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

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

Notwithstanding anything in the section to the contrary, no Lot may be leased for a period of less than 12 continuous months, and no Lot may be rented through Airbnb, VRBO, or any other short-term rental service. Further, no Lot may be converted into a "timeshare" arrangement or any other type of fractional ownership.

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

Non-family related guests of an Owner who are less than 55 years of age, may share the Owner's residence for up to thirty (30) days per calendar year. All guests sharing a member Owner's residence may also use the common areas and facilities (including the

clubhouse), but must be accompanied by a member Owner, tenant, or contract purchaser at all times while using the Clubhouse.

As in the case of all guests, an owner's residence may be shared with children and/or grandchildren (blood related or adopted children or grandchildren) who are younger than 55 for up to 30 days in a calendar year. What is different is that such children and/or grandchildren (blood related or adopted children or grandchildren) may share the residence for a limited period of time beyond 30 days, but only with the approval of the Board of Directors. An exception of this kind may be made, at the board's discretion, in an extreme situation, for a limited period of time, and with the intent that this out-of-compliance situation will be remedied as quickly as possible. In such an instance, the Owner shall notify the Board when such an out-of-compliance situation is anticipated and provide any requested information with the intent of returning to compliance with these CC&R's. Such information will include, but may not be limited to the completion by said owner of both the "Compliance Affidavit" and the "Compliance Plan Affidavit." The board will notify the resident whether or not an exception will be made in each case. If the Board does not approve the request, or, if the out-of compliance situation continues beyond any agreed-upon time, a fine of up to \$200 per day may be levied, retroactive to the day that the violation of compliance or the end date of the temporary waiver is reached – whichever applies – continuing until the Owner is in compliance.

The Board shall publish and adhere to rules and procedures that demonstrate this intent by observing published rules, completing reliable surveys, and providing affidavits by which the Secretary of the Association can provide verification that there is compliance with said intent. These surveys and affidavits shall be admissible in administrative and judicial proceedings for the purpose of verifying the intent to provide housing for older persons. These are the "Annual Resident-Occupant Survey", and, in the case of under-age out-of-compliance accusation or admission, "The Age Restriction Compliance Affidavit," and, "The Compliance Plan Affidavit." No occupant of housing in the properties and Subdivision shall be under the age of fifty-five (55) years, except as noted above.

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

Section 4. Architectural Control

- A. The Architectural Control Committee:** In order to protect the overall integrity of the subdivision as well as the value of all Owners' improvements, the Chairperson of the Architectural Control Committee ("ACC") is appointed by the VVHA Board of Directors, who will then appoint not less than (5) members, who shall be approved by the Board of Directors. Such members of the ACC will serve for (2) year terms. The member(s) shall be approved at the first regular Board meeting after the annual meeting of each year by a vote of two-thirds (2/3) of the total Board membership. The committee shall report at each regular Board of Directors meeting any questions, disputes or unusual activities within its auspices.

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

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

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

C. Architectural Control Committee Responsibilities and Authority:

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

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

express power to construe, to its satisfaction, any covenant, condition, or restriction herein that may be capable of more than one interpretation in order to reject or approve the same or similar request.

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

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

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

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

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

Section 6. Location of the Improvements upon the Lot.

- A. Setback Lines. The setback lines indicated on the Subdivision Plat shall establish all setbacks for buildings and other improvements. In the absence of any indication on

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

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

Section 7. Adjoining Lots and Re-subdivision.

- A. Composite Building Site.** Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one single-family residence building site, with the privilege of placing or constructing improvements on such site, in which case setback lines shall be measured from the resulting side property lines rather than from the Lot lines shown on the recorded plat. Any such proposed composite building site(s) must be approved by the ACC and are subject to local regulation.
- B. Re-subdivision of Lots.** No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless each Lot resulting from such re-subdivision shall have a minimum width of thirty-two (32) feet at the front building line; provided, however, that nothing contained herein shall be construed to prohibit the re-subdivision of any Lot or Lots within the Properties by the Owner thereof prior to construction of residence(s) thereon if such re-subdivision results in each re-subdivided Lot having the minimum Lot width aforesaid. Any such re-subdivision must be approved by the ACC and are subject to local regulation.

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

Section 9. Prohibition of Trade and Offensive Activities. No Lot, or any improvement(s) thereon, shall be used for any commercial purpose, except that nothing herein shall be construed to prevent an Owner from rendering professional services as long as such services do not attribute to the Lot any appearance of a commercial or nonresidential use. The definition of “any appearance of commercial or nonresidential use,” is covered elsewhere in these CC&Rs (Article II; Section 23). Sales of goods (garage sales) may be permitted but not to exceed one (1) such sale per calendar year per household with a maximum duration of two (2) consecutive days for the sale.

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

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

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

area in question, and permission is not granted, the board may levy a fine of up to \$200/day until the vehicle is removed retroactive to the first day it was parked there.

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

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

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

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

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

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

removed from the areal limits of the Association. The Board shall be authorized to initiate court action under this section. This section shall apply to an animal either owned by the member giving domicile or to an animal owned by another party and being given domicile by the member.

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

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

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

Section 15. Storage of Materials; Accumulation of Trash, etc. All Lots must comply with the requirements of the City of Kerrville Ordinances. Trash and recycle containers are to be put out the curb for collection no earlier than 8 PM the night before collection and left out no later than 8 PM the following evening. Trash and/or Recycle containers must be stored in the owner's property, out of public view at ground level, from the street or adjacent properties except during the specified times above. 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 of any such materials is prohibited. In the event of violation of any of the above provisions on the part of the Owner or occupant of any Lot and in the event such violation continues ten (10) days after written notice to the owner or occupant thereof by U.S. Mail to the registered address of the Owner (Article 3.5.3 under the Bylaws), the VVHA may obtain a court order to have the violation corrected. In that instance, the VVHA or its assigns may without any liability in trespass or otherwise for so doing, enter upon said Lot and remove or cause to be removed such garbage, trash and rubbish, or take any other action necessary to secure compliance with this Declaration and to place said Lot in a neat, attractive, healthful and sanitary condition. VVHA shall assess the Owner or occupant of such Lot for the actual cost of such work plus all costs and

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

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

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

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

Section 18. Antennae. No microwave dishes, radio (citizen bands or otherwise) or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are designed to receive satellite television, radio analog, or digital signals of any kind and are one (1) meter or less in diameter or diagonal measurement. In the case of any roof-, chimney- or exterior wall-installed antenna: If there is more than one location where the antenna can receive adequate signal, the location must be chosen which is, in order of priority: firstly, least visible to

the street; secondly, least visible to the adjacent house(s). In the case of a corner lot, this refers to both streets. The type of bracketing and length of wire will not be a consideration.

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

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

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

- A. Destruction by Fire or Other Casualty.** If a party wall or roof is destroyed or damaged by fire or other casualty, any Owner who has used the wall or roof may restore it, and if the other Owner thereafter makes use of the wall or roof, that Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. In addition, for Zero Lot Line Attached Buildings, the total exterior of both Properties must be completely restored to their comparable condition existing before the destruction that resulted from fire or other casualty.
- B. Weatherproofing.** Notwithstanding anything to the contrary herein contained, an Owner who, by his negligence or willful act, causes the common wall or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements or of repairs occasioned by such exposure.
- C. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.
- D. Settling of Disputes.** In the event of any dispute arising concerning a common wall or roof, or any other circumstance under the provisions of this Section 21, VVHA

shall have full and complete authority in considering and settling said dispute. The decision of the VVHA Board of Directors shall be final.

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

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

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

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

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

- A.** Noxious or offensive of 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.

Section 24. Trees that interfere with foot or vehicular traffic. A homeowner is responsible to keep their trees trimmed so that there are no limbs or branches less than 10 (ten) feet above a Sidewalk or less than 14 (fourteen) feet above a street.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

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

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

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

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

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Types and Purpose of Assessments.

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

1. Compliance with the intent of this Declaration and herein defined responsibilities of the VVHA.

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

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

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

Section 3. Determination of Assessment Amounts and Changes Thereto.

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

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

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

C. Special Assessments: Notwithstanding anything to the contrary herein contained, and in addition to the General Assessment and the Clubhouse Purchase Assessment authorized elsewhere, VVHA may levy, in any calendar year, one or

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

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

Section 5. Determination of applicability of Assessments and Fines.

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

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

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

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

D. Member Charge: The Board is authorized by this Declaration to levy fines for violations of this Declaration and/or the Bylaws. The amount of the fine will be

established by the Board under the provision of Article 2 of the Bylaws. Article III of this Declaration shall apply if the fine is not paid.

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

Section 6. Collection Assessments.

- A. General Assessments:** General Assessments shall be payable as applicable by Owners on a monthly basis on the first business day of each calendar month via direct withdrawal. When such payment is assessed, the cost to VVHA, charged by the bank for a return, for any reason, will be added to the next monthly withdrawal. Payment of all deferred assessments on builder owned Lots becomes due in full from builder immediately upon the first sale of either an Improved or Unimproved property to a new Owner, such deferred assessments to be paid at closing.
- B. Clubhouse Maintenance Assessment:** A new owner shall pay the one-time assessment of \$1000 to the VVHA at the time of initial purchase closing of an Improved Lot. A re-platted Lot shall be assessed for one Lot.
- C. Special Assessments:** Special Assessments shall be paid on or before the date specified by the Board in view of the urgency of the purpose for which the Special Assessment is established.

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

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

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

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

Board in this paragraph shall be cumulative of and shall be in addition to all other lawful remedies and powers of the VVHA.

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

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

ARTICLE V

GENERAL PROVISIONS

Section 1. Enforcement. The VVHA, the City of Kerrville or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Interpretation, Severability of Provisions, and Construction. If this Declaration or any word, phrase, clause, sentence, paragraph, or other part thereof shall be susceptible to more than one or conflicting interpretations, then the interpretation that is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. This Declaration is intended to be a dedicatory instrument as defined in Texas Property Code 202.001 (1). 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. Owner's Easement of Enjoyment. Every Member shall have a right and easement of enjoyment in and to any Common Areas, including the Clubhouse (when full General

Assessment is paid), which shall be appurtenant to and shall pass with title to every Lot subject to the following provisions:

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

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

- A.** Common areas and their facilities, (including the Clubhouse) may be shared with guests* of Owner members, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot. Such shared rights to any guests shall not exceed thirty (30) day per calendar year. "Guests" are defined as visitors, relatives or friends of the Owner member, tenants (as allowed herein), and contract purchasers who reside on the Owner's Lot but should not be construed to included organized groups such as political groups or organizations, church groups or organizations, charity organizations, commercial businesses or fraternal organizations such as lodges. This is a list of examples and not intended to be exhaustive. An exception allowing organized groups to use the Clubhouse meeting area may be granted if approved, at the Board of Directors' sole discretion, by a majority of the Board of Directors. This exception will only be considered if the event is deemed by the Board of Directors to be beneficial to Vicksburg Village Homeowners Association.

- B.** All guests sharing a member Owner's residence may also use the common areas and facilities (including the clubhouse), but must be accompanied by a member Owner, tenant, or contract purchaser at all times while using the Clubhouse.
- C.** To implement and manage some of the rights of enjoyment and usage described in Article V, Section 3 and 4 of this Declaration in particular to ensure the efficient operation and use of the clubhouse, the Board shall establish The Clubhouse Use Committee. The policies for clubhouse reservations shall be recommended to the Board by this committee and if approved by the Board shall be implemented by the Clubhouse Use Committee. Violations of such rules by any Member are subject to a Member charge as authorized by this Declaration as defined in Article 2.8.8 of the Bylaws. Only the kitchen area of the Clubhouse may be reserved by Members except in those instances that meet the following conditions:
1. The requested exclusive use of the Clubhouse social area and kitchen does not conflict with any other previously scheduled Member event (or the participants in such scheduled event agree to reschedule their event.)
 2. The advance time requirement for application of exclusive use of the Clubhouse shall be established by rules promulgated and published by the Clubhouse Use Committee as authorized and defined under Article 6 or the Bylaws.
 3. The Board approves the exclusive use of a Member function that, in the Board's opinion would not lend itself to sharing with Members that are not part of the function that is requesting exclusive use.
 4. Exclusive use, if granted by the Board, can be no longer than one (1) eight (8) hour period.
 5. The exclusive use function meets all other criteria for Clubhouse use such as those set out in Article V, Section 4 of this Declaration and all rules for Clubhouse use.
 6. No participants in an exclusive use function will be allowed in the swimming pool area.

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

Section 6. Areal Limitations.

Yorktown Phase One, a Subdivision of Kerr County, Texas, recorded in Volume 5,

Page 31, of the Plat Records of Kerr County, Texas; and Vicksburg Village, a Subdivision of Kerr County, Texas, recorded in Volume 5, Page 75, of the Plat records of Kerr County, Texas, as amended by replat of Vicksburg Village, a Subdivision of Kerr County, Texas recorded in Volume 5, Pages 321-323 of the Plat records of Kerr County, Texas; and Vicksburg Village Section 2, a Subdivision of Kerr County, Texas recorded in Volume 6, Page 144, of the Plat records of Kerr County, Texas; and Vicksburg Village, Section 3, a Subdivision of Kerr county, Texas, recorded in Volume 6, Page 260 of the Plat Records of Kerr County, Texas; constitutes the entire areal extent of Properties; and Keystone Place, Section One, a subdivision of Kerr County, Texas, recorded in the Platt records of Kerr County on March 8, 2006 in Volume 7, Page 335, File No. 2296; Lot 2 (5.5 acres)

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

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

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

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

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

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

ARTICLE VII

REGISTERED AGENT AND OFFICE

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


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

CHRONOLOGICAL TABLE OF COVENANTS, CONDITIONS & RESTRICTIONS			
FILE	TITLE	DATE EXECUTED	DATE RECORDED
No. 9417, Volume 306, Page 273	Declaration of Covenants, Conditions and Restriction Vicksburg Village and Yorktown Phase One	11/05/1984	11/07/1984
No. 5989, Volume 331, Page 333	Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One	06/28/1985	06/28/1985
No. 5495, Volume 436, Page 174	Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One	07/20/1987	07/20/1987
No. 7246, Volume 444, Page 223	Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One	09/25/1987	09/28/1987
No. 5187, Volume 522, Page 150	Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One	06/21/1989	09/08/1989
No. 2161, Volume 893, Page 329	Third Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One	03/19/1997	03/27/1997
No. 829, Volume 1049, Page 154	Fourth Amended Declaration of Covenants, Conditions and Restrictions Vicksburg Village and Yorktown Phase One	02/24/2000	02/01/2000
No. 9702-05, Volume 1468, Page 537-556	Fifth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	09/19/2005	09/20/2005
No. 03402, Volume 1515, Pages 0385-0405	Sixth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	03/23/2006	04/10/2006
No. 004848, Volume 1607, Pages 501-528	Seventh Amended Declaration of Covenants, Conditions, and Restrictions of the Vicksburg Village Homeowners Association	05/21/2007	05/30/2007
11-06974	Eighth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	11/10/2011	11/14/2011

18-03816	Ninth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	06/19/2018	06/19/2018
19-00976	Tenth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	January 28, 2019	February 6, 2019
20-01344	Eleventh Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	January 27, 2020	January 28, 2020
22-00815	Twelfth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	January 24, 2022	January 31, 2022
	Thirteenth Amended Declaration of Covenants, Conditions and Restrictions of the Vicksburg Village Homeowners Association	September 15, 2022	

Executed this 15th day of September 2020, by the VVHA and approved by the Owners of the Vicksburg Village Homeowners Association of Kerrville, Texas.

Vicksburg Village Homeowners Association of Kerrville, Texas

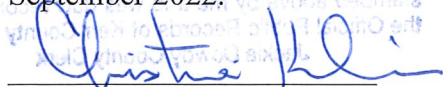

 Ronald R. Ballard, President

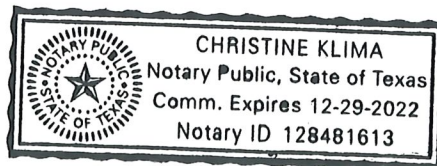
**THE STATE OF TEXAS
 KERR COUNTY**

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

Ronald R. Ballard,

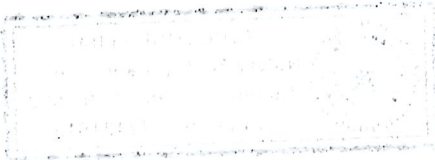
Known to me to be the person whose name I subscribe to the foregoing instrument and, being by me first duly sworn and declared that he/she (they) executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this 21st day of September 2022.


 Notary Public, Sate of Texas



After recording please return to:

VVHA Secretary
300 Vicksburg Avenue
Kerrville, TX 78028



FILED AND RECORDED
At 2:52 o'clock P M

STATE OF TEXAS
COUNTY OF KERR

September 22, 2022

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

Jackie Dowdy County Clerk

Anakella

Deputy