

SECOND AMENDMENT  
to  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH

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THE STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR       §

WHEREAS, First State Federal Savings Association (successor-in-interest to First State Savings Association), as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Seventh" to be recorded in the Official Public Records of Real Property of Bexar County, Texas under Volume No. 4695, Page 0100 (the "**Declaration**"), which instrument imposes various covenants, conditions, restrictions and easements on the Land as defined in the Declaration; and

WHEREAS, the Declaration was amended by that instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh," recorded in the Official Public Records of Real Property of Bexar County, Texas under Document No. 20170147044 ("First Amendment"); and

WHEREAS, Article Nine, Section 1 of the Declaration provides that the Declaration may be amended by an instrument in writing signed by Members of The Seventh Homeowners' Association, Inc. ("Association") having not less than two-thirds (2/3rds) of the votes in the Association; and

WHEREAS, Members representing not less than two-thirds (2/3rds) of the votes in the Association desire to amend the Declaration in the manner set forth below.

NOW, THEREFORE, Members representing not less than two-thirds (2/3rds) of the total votes in the Association hereby amend the Declaration as follows:

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge

due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

#### Article Seven - Leasing of Townhouses

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By

way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

Unless otherwise provided herein, capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Except as amended herein and by the First Amendment, all provisions in the Declaration remain in full force and effect.

*[Signature page follows.]*

IN WITNESS WHEREOF, the President of The Seventh Homeowners' Association, Inc. hereby executes this Amendment on behalf of the Association evidencing that Owners representing not less than two-thirds (2/3rds) of the total votes in the Association (as evidenced by the Ballots attached to this Amendment as Exhibit "A") have approved this Amendment to be effective upon its filing of record in the Official Public Records of Real Property of Bexar County, Texas.

DATED this 5th day of November, 2020.

THE SEVENTH HOMEOWNERS'  
ASSOCIATION, INC.

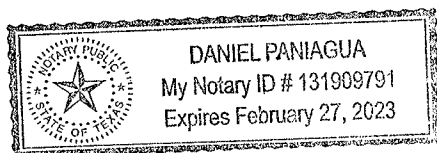
By: Kurt L. Beutman

Printed: Kurt L. Beutman

Its: President

THE STATE OF TEXAS     §  
  §  
COUNTY OF BEXAR     §

BEFORE ME, the undersigned notary public, on this 5 day of November, 2020 personally appeared Kurt L. Beutman, President of The Seventh Homeowners' Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.



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



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Leroy Pipersburgh  
Signature  
Leroy Pipersburgh  
Printed Name of Owner  
7/29/2020  
Date

Eugenia Pipersburgh  
Signature  
Eugenia Pipersburgh  
Printed Name of Owner  
7/29/2020  
Date

**PROPERTY IN THE SEVENTH:**

19102 Boca Del Mar  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Maddon DAUila  
Signature  
Maddon DAUila  
Printed Name of Owner  
8/26/2020  
Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

19106 Boca Del Mar  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

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☐ Against Amendment

### Amendment #2:

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Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature

Printed Name of Owner

Date

*EB*  
*Beaujean*  
*August 6, 2020*

Signature

Printed Name of Owner

Date

*MJB*  
*Martha Beaujean*  
*August 6, 2020*

**PROPERTY IN THE SEVENTH:**

Street Address

*19110 Boca del Mar*

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

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☒ For Amendment

☐ Against Amendment

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☐ Against Amendment

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THE SEVENTH**

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**OWNER(S) OF PROPERTY:**

Signature

Joseph H. Pierce

Printed Name of Owner

3RD 8113/00 Joseph H. Pierce

Date

8/13/20

**PROPERTY IN THE SEVENTH:**

19114 Boca Del Mar

Street Address

Signature

Aaronetta H. Pierce

AARONETTA H. Pierce

Printed Name of Owner

August 14, 2020

Date

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

**Amendment #2:**

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

*Changing Vote*

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature

*Shelly C Johnson*

Printed Name of Owner

*9-27-2020*

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

*19122 Boca del Mar*  
Street Address  
*78258*

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Reed Randolph*  
Signature  
REED RANDOLPH  
Printed Name of Owner  
8/4/20  
Date

*Lida Randolph*  
Signature  
LIDA RANDOLPH  
Printed Name of Owner  
8/4/20  
Date

**PROPERTY IN THE SEVENTH:**

19126 BOCA DEZ MAR LOT 1  
Street Address

1 OF 2

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.



☒ For Amendment

☐ Against Amendment

**Amendment #2:**

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Paul Randolph*  
Signature  
Paul Randolph  
Printed Name of Owner  
8/4/20  
Date

*Lida Randolph*  
Signature  
LIDA RANDOLPH  
Printed Name of Owner  
8/4/20  
Date

**PROPERTY IN THE SEVENTH:**

19126 BOCA DEZ MAR LOT 2  
Street Address

2 OF 2

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.



☒ For Amendment

☐ Against Amendment

**Amendment #2:**

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

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Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

E. B. Dietz  
Signature  
Ed Dietz  
Printed Name of Owner  
9/27/2020  
Date

E. B. Dietz  
Signature  
Ed Dietz  
Printed Name of Owner  
9/27/2020  
Date

**PROPERTY IN THE SEVENTH:**

19134 Boca Del Mar  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent; a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

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☒ For Amendment

☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

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Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature *Martin Fournier Jr.*  
Printed Name of Owner  
Date 12/5/2020

Signature \_\_\_\_\_

Printed Name of Owner \_\_\_\_\_

Date \_\_\_\_\_

**PROPERTY IN THE SEVENTH:**

19202 2900 Dr. W. H. H.  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

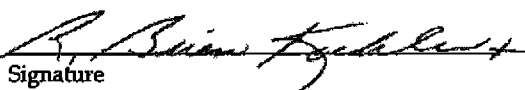
☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**



Signature

Robert Brien Koehler

Printed Name of Owner

August 20, 2020

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

19206 Boca del Mar

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Thomas W. Hill  
Signature  
THOMAS W. Hill  
Printed Name of Owner  
9-18-2020  
Date

Mary F. Hill  
Signature  
MARY F. Hill  
Printed Name of Owner  
SEP. 18, 2020  
Date

**PROPERTY IN THE SEVENTH:**

19210 Boca Del Mar  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.



☒ For Amendment

☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Cynthia Coker  
Signature  
Cynthia Coker  
Printed Name of Owner  
Sep 27, 2020  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name of Owner  
\_\_\_\_\_  
Date

**PROPERTY IN THE SEVENTH:**

19226 Boca Del Mar  
Street Address  
19226

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

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#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Kurt L. Bertram*

Signature

*Kurt L. Bertram*

Printed Name of Owner

*7/3/20*

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

*19230 Boca Del Mar*

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

**Section 1. Single family.** A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

**Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.**

**Section 3. Exclusive Use.** A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

**Section 4. Requirements of Lease.** A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

**Section 5. Submission of Lease.** An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.


☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

  
Signature *Douglas Diversified Investments, L.L.C.*  
Printed Name of Owner  
*8-6-20*  
Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

*19234 Boca del Mar*  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

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Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

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☒ For Amendment

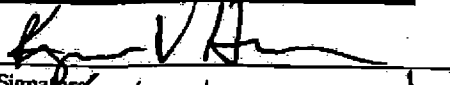
☐ Against Amendment

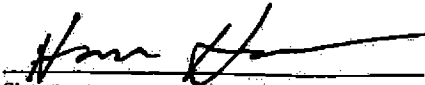
*cd*

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

  
Signature  
Kathy V. Howard  
Printed Name of Owner  
8/24/2020  
Date

  
Signature  
Heather Howard  
Printed Name of Owner  
08/24/2020  
Date

**PROPERTY IN THE SEVENTH:**

19310 Boca Del Mar  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

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☒ For Amendment

☐ Against Amendment

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

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**OWNER(S) OF PROPERTY:**

Signature

KATHRYNE J. MALACHI

Printed Name of Owner

Date

07-31-2020

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

19314 Boca Del Mar

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### **Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

**Section 1. Single family.** A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

**Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.**

**Section 3. Exclusive Use.** A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

**Section 4. Requirements of Lease.** A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

**Section 5. Submission of Lease.** An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment


☐ Against Amendment

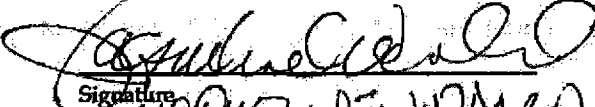


**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name of Owner  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature  
**SHARON B. WOODARD**  
\_\_\_\_\_  
Printed Name of Owner  
**8/20/20**  
\_\_\_\_\_  
Date

**PROPERTY IN THE SEVENTH:**

**19334 Berdele Mae**  
\_\_\_\_\_  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☐ For Amendment

☒ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☐ For Amendment

☒ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Aurelio Valdez*  
Signature  
*Aurelio Valdez*  
Printed Name of Owner  
*8-2-20*  
Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

*1002 La Tierra*  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

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Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Manuel Marrufo*

Signature

*Manuel Marrufo*

Printed Name of Owner

*8-3-20*

Date

*Linda Marrufo*

Signature

*Linda Marrufo*

Printed Name of Owner

*8-3-20*

Date

**PROPERTY IN THE SEVENTH:**

*1010 La Tierra*

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

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☒ For Amendment

☐ Against Amendment

**Amendment #2:**

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

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- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

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**OWNER(S) OF PROPERTY:**

Signature

Printed Name of Owner

Date

*[Signature]*  
*Jake Spruiell*  
*08/25/20*

Signature

Printed Name of Owner

Date

*[Signature]*  
*Melissa Spruiell*  
*8/25/2020*

**PROPERTY IN THE SEVENTH:**

Street Address

*1011 La Tierra*

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

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☒ For Amendment

☐ Against Amendment

**Amendment #2:**

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Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

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Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Lynda Barnett*  
Signature  
LYNDA BARNETT  
Printed Name of Owner  
7/27/2020  
Date

*NA*  
Signature  
\_\_\_\_\_  
Printed Name of Owner  
\_\_\_\_\_  
Date

**PROPERTY IN THE SEVENTH:**

1014 LA TIERRA  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment ☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

**Section 1. Single family.** A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

**Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.**

**Section 3. Exclusive Use.** A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

**Section 4. Requirements of Lease.** A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

**Section 5. Submission of Lease.** An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment ☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Andrew Denzer*  
Signature  
Andrew Denzer  
Printed Name of Owner  
7/30/20  
Date

*Michele Denzer*  
Signature  
Michele Denzer  
Printed Name of Owner  
7/30/2020  
Date

**PROPERTY IN THE SEVENTH:**

1015 La Tierra  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

**Section 1. Single family.** A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

**Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.**

**Section 3. Exclusive Use.** A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

**Section 4. Requirements of Lease.** A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

**Section 5. Submission of Lease.** An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Kayce A. Frucht  
Signature  
Kayce A. Frucht  
Printed Name of Owner  
7-30-2017  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name of Owner  
\_\_\_\_\_  
Date

**PROPERTY IN THE SEVENTH:**

1018 La Tijera  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.



For Amendment

☐ Against Amendment

**Amendment #2:**

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

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For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Cynthia R Spears  
Signature  
Cynthia R Spears  
Printed Name of Owner  
8-6-2020  
Date

Monroe Spears  
Signature  
Monroe Spears  
Printed Name of Owner  
8-6-2020  
Date

**PROPERTY IN THE SEVENTH:**

1019 La Tierra  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/We the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Morris D. McHone*  
Signature  
*Morris D. McHone*  
Printed Name of Owner  
*August 3, 2020*  
Date

*Valarie M. Sanders McHone*  
Signature  
*Valarie M. Sanders McHone*  
Printed Name of Owner  
*August 3, 2020*  
Date

**PROPERTY IN THE SEVENTH:**

*1822 LA TERRA*  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been ascertained by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgage acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arises prior to such acquisition. In addition to enforcing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

#### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

**Section 1. Single family.** A Lot and Townhouse may be leased for single-family residential use only. Single-family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### **RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

**Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.**

**Section 3. Exclusive Use.** A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a portion or any portion less than the entire Lot and Townhouse. A lease is not permitted to sublease the Lot and Townhouse.

**Section 4. Requirements of Lease.** A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedication Instruments by that term is defined in the Texas Property Code §202.001 or its successor stated by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedication Instruments.

**Section 5. Submission of Lease.** An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Glenn T. Whitaker*  
Signature  
GLENN T. WHITAKER  
Printed Name of Owner  
9/8/2020  
Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

1023 LA TIERRA  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Julien Benich*  
Signature  
JULIEN BENICH  
Printed Name of Owner  
11 Aug 20  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name of Owner  
\_\_\_\_\_  
Date

**PROPERTY IN THE SEVENTH:**

127 LA TIERRA  
Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family;

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Pal Carpen*

Signature

*PAL CARPENTEC*

Printed Name of Owner

Date

*8/1/20*

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

*1030 LA TIERRA*

Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Deborah K. Bertram

Signature

Deborah K. Bertram

Printed Name of Owner

August 1, 2020

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

1031 La Tierra

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

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☒ For Amendment

☐ Against Amendment

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Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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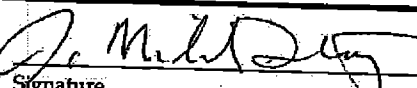
☒ For Amendment

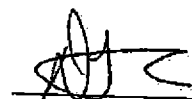
☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

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**OWNER(S) OF PROPERTY:**

  
Signature  
Michael Doherty  
Printed Name of Owner  
8-17-20  
Date

  
Signature  
Diana L. Doherty  
Printed Name of Owner  
8/17/20  
Date

**PROPERTY IN THE SEVENTH:**

1034 LA TIERRA  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☐ For Amendment

☒ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Aaron Bates*

Signature

*Aaron Bates*

Printed Name of Owner

*8/27/2020*

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

*1046 La Tierra*

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.



☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

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☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Michael Jimenez*

Signature

**Michael Jimenez**

Printed Name of Owner

**08/03/2020**

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

**1050 La Tierra San Antonio, Texas 78258**

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

**Amendment #2:**

**2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:**

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

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Additional approved residents are:

- a) Children of either or both residents;
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- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Margaret Campbell  
Signature  
MARGARET CAMPBELL  
Printed Name of Owner  
8.13.2020  
Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

1054 LUTHERA  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

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☒ For Amendment

☐ Against Amendment

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Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature:

FERNANDO REYES SAUTOS

Printed Name of Owner

Date 09/23/2020

Signature:

MARGARITA DE LA HAZA DE REYES

Printed Name of Owner

Date 09/23/2020

**PROPERTY IN THE SEVENTH:**

19206 TANOAN

Street Address

**Amendment #1:**

**1. Article Four, Section 5 of the Declaration, entitled: "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:**

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

### Amendment #2:

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

*Steve M. Villagas*

Signature

STEVE M. VILLAGAS

Printed Name of Owner

12/1/2020

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

19210 TANDAN

Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

**Amendment #2:**

2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:**

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

Section 3. Exclusive Use. A lease must provide the exclusive right to use and possess the Lot and Townhouse to the lessee. An Owner may not lease a room or any portion less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lease. A lease must be in writing and include such terms as the Board may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a violation of the Declaration or the Dedicatory Instruments [as that term is defined in the Texas Property Code §202.001 or its successor statute] by the lessee or occupant or their family members, and the Board of Directors, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lot does not relieve the Owner from compliance with the Declaration or Dedicatory Instruments.

Section 5. Submission of Lease. An Owner must provide a true and correct copy of each lease to the Association within ten (10) business days of execution. The Owner may redact any sensitive personal information as defined in the Texas Property Code §209.016 or its successor statute prior to providing the lease to the Association. The Board of Directors may adopt any policies necessary to effect this requirement.

☒ For Amendment

☐ Against Amendment



**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

Signature

Jorge Marcelo Flores Alanis

Printed Name of Owner

08/03/2020

Date

Signature

Printed Name of Owner

Date

**PROPERTY IN THE SEVENTH:**

Tanque 19211

Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

One-twelfth (1/12<sup>th</sup>) of the portion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (30) days of the annual meeting. Any such amount not paid and received within ten (10) days of the due date for any such payment shall be deemed delinquent, a \$25.00 processing fee for late payments shall be charged and shall be immediately due and payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. If any such amount shall remain unpaid for fifteen (15) days, then at the Board's election the Common Expense Charge due from the delinquent Owner for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear interest at the rate of ten percent (10%) per annum. For purposes of the preceding sentence, if the actual Common Expense Charge for the next twelve (12) months is not then known, it shall be deemed that the Common Expense Charge for the next twelve (12) months shall be the same per month as the then-applicable monthly charge for an Improved Lot and for the prior twelve (12) months for an Unimproved Lot. If, after the Common Expense Charge for the next twelve (12) months has been accelerated by the Board, satisfactory payments of the Common Expense Charge and accrued interest are paid, then the Board may allow such charge to again be paid on a monthly basis or as otherwise provided herein. In order to secure payment of the Common Expense Charge, all late fees, interest, costs, and reasonable attorney's fees, a vendor's lien and superior title to each Lot shall be and are hereby reserved to the Association, which lien may be foreclosed either through appropriate judicial proceedings by the Association or by a public sale without judicial proceedings. Each Owner, by accepting conveyance of a Lot, (i) irrevocably grants to the Association a power of sale as provided in Section 51.002 of the Texas Property Code so that the lien securing payment of the unpaid sums required to be paid by this Declaration may be foreclosed a public sale without judicial proceedings in the manner prescribed by law in the State of Texas and (ii) agrees that each such Owner shall be personally liable for the payment of all such unpaid sums. The vendor's lien and superior title herein reserved shall be subordinate in all respects to any Mortgage, and any Mortgagee acquiring title to a Lot, whether pursuant to the remedies provided for in its Mortgage or procedures in lieu thereof, shall not be liable

for the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior to such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner of such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law, in equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hereof.

☒ For Amendment

☐ Against Amendment

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2. Article Seven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and restated to read as follows:

Section 1. Single family. A Lot and Townhouse may be leased for single-family residential use only. Single family residential use specifically prohibits, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire term of the lease. A lease must be for a term of not less than ninety (90) days. A lease for a term of less than ninety (90) days or to persons who do not comprise a single family, as defined below, is prohibited. Transient housing, which includes, but is not limited to hotel, motel, tourist home, tourist house, tourist court, lodging house, inn, rooming house, bed and breakfast, and/or vacation rental, is prohibited.

No leased Townhouse may be occupied by more than one single family. By way of illustration, the following is an example of an approved single family:

#### RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE:

Additional approved residents are:

- a) Children of either or both residents;
- b) No more than a total of two parents of the residents;
- c) One unrelated person; and
- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

## Ballot -2nd Amd Dec- The Seventh 03.23.2020

Monday, August 3, 2020 10:40 AM

Ballot -2nd  
Amd Dec...

**BALLOT TO VOTE ON AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
THE SEVENTH**

I/we the undersigned, as representative(s) of all owners of the property listed below, do hereby cast our vote on the following issues, which, if approved, will be included in the Second Amendment to Declaration of Covenants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

**OWNER(S) OF PROPERTY:**

PATRICK ARIZA  
Signature  
08/03/2020  
Printed Name of Owner  
Date

Pamela Arida  
Signature  
Pamela Arida  
Printed Name of Owner  
08/03/2020  
Date

**PROPERTY IN THE SEVENTH**

19214 Jaroan  
Street Address

**Amendment #1:**

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

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Ballot for Amendments to Declaration - The Seventh

Page 1

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☒ For Amendment

☐ Against Amendment
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**RESIDENT 1 AND RESIDENT 2 RESIDE IN TOWNHOUSE**

Additional approved residents are:

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- d) One household employee.

Section 2. The Board may, from time to time, promulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective lessee or tenant on the basis of sex, religion, race, color or creed or any other basis that is impermissible under any applicable law.

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☒ For Amendment

☐ Against Amendment

Ballot for Amendments to Declaration - The Seventh

Page 2

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20200268924  
**Recorded Date:** November 06, 2020  
**Recorded Time:** 8:22 AM  
**Total Pages:** 84  
**Total Fees:** \$354.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/6/2020 8:22 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk