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

THE STATE OF TEXAS §

§

COUNTY OF BEXAR

S

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 (1st) 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 3th day of November, 2020.

THE SEVENTH HOMEOWNERS' ASSOCIATION, INC.

President

By: Next & Bestian
Printed: Kent L. Bertram

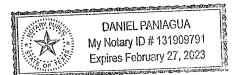
Its:

THE STATE OF TEXAS

§

COUNTY OF BEXAR §

BEFORE ME, the undersigned notary public, on this day of worder, 2020 personally appeared hard a contract 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.



Notary Public in and for the State of Texas



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

#### *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

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:

#### Doc# 20200268924 11/06/2020 8:22AM Page 6 of 84 Lucy Adame-Clark, Bexar County Clerk

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 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.

<b>▼</b> 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:	
Wholash Marlila	
Signature NAVILO	Signature
Printed Name of Owner 8 262020	Printed Name of Owner
Date	Date
PROPERTY IN THE SEVENTH:	•

Boca Delllar

#### 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:

For Amendment

☐ Against Amendment

#### Amendment #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 reduct 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 and makes and the field of each last best of formal sacretic measurements of measurements and a surface of

ro propada o produktova koje produktara ko**jahe ševenth** u oblob ob elektrija prema i godije objeđe A PARK TO THE CONTROL OF THE PARK OF THE THE PERK OF THE THE PARK OF THE PARK

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.

file decreta describe a

OWNER(S) OF PROPERTY:	
(1) see So	dente il l'anticher delle della grace dell'indice della financia della della della della della della della della
Signature Ser Ser	Signature / Beaulean
	409057 6302
Date:	in with war of the first program in the first of the firs
PROPERTY IN THE SEVENTH:	<del>ali makana j</del> ek jenda 1. journot in stotopin nen enjatragita di ancare akan meneren erosto di mastani. Profesionen
19110 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: order 🗗 in the disputation of the entire of

One-twelfth (1/12th) 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 (1st) 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

Margareth Communication of the Book Alexandria

#### Doc# 20200268924 11/06/2020 8:22AM Page 10 of 84 Lucy Adame-Clark, Bexar County Clerk

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.

#### 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.

urc	I OI DIR	ectors ir	iav agor	ot any po	ncies nec	cessarv to	ettect t	his reau	irement.	i				
												ed suda gira		
	11 to 12 to	<del>.</del>		a myan af		4. (11 42.1)		g 7 - 4 ***	nagarija.	15 45 65	1 10 10	ing Padagasi Padagasi		:
	7,11 <b>1</b>	KI LOL	Amendi	nent		think of of	∟l Aga	inst Am	endmeni	twitter i	in an line of	and Conform		,
		10.1		grand the state of		r y v			10.1	$\alpha = (-1)^{d}_{ab}$	.: .: -	£ 1,7 1977 a	11.	
·		1 "	s in facilities			·	. 3 1	. ::	and the great		: :-:	un nicht	. 22 - 2	

#### 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 Claration of Covenants, Conditions and Covenants, Conditions and Covenants, Conditions and Covenants, Conditions and Covenants, Co Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

OWNER(5) OF PROPERTY:

Printed Name of Owner

PROPERTY IN THE SEVENTH:

#### 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 (1/12th) 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 (14) 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 armum 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

Ballot for Amendments to Declaration - The Seventh

or the unpaid portion of the Common Expense Charge attributable to the Townhouse in question that arose prior
such acquisition. In addition to foreclosing the lien hereby retained, in the event of nonpayment by any Owner
r such Owner's portion of the Common Expense Charge, the Board may, upon ten (10) days' prior written notice
leteor to such nonpaying Owner, in addition to all other rights and remedies available at law in advitor or
therwise, 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,

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

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.

ΙKΊ	For	Amendment
LCV.	ror	Amenament

Against Amendment

Ballot for Amendments to Declaration - The Seventh

Chareling 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) PROPERTY:
Signature
SLASIN C DUNNSVIN

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

PROPERTY IN THE SEVENTH:

19122 Boca del May Street Address 78758

#### 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:

For Amendment

Against Amendment

#### Amendment #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 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 Declaration 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.

Tor 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

Signature

Signature

OH RANDOLPH

Printed/Name of Owner

Date

PROPERTY IN THE SEVENTH:

19126 & OCA DEZ MARCLOTO

ON PROPERTY:

Printed Name of Owner

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:



#### 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
<i>y</i>	

# 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
Date

Printed Name of Owner

Printed Name of Owner

Date

PROPERTY IN THE SEVENTH:

1912 ( BOCA DEZ MAR LOT 2)

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:

#### 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.

#### BALLOT TO VOTE ON AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

for THR 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. Vietz

<u>td</u> Dut

Printed Name of Owner | 20 20

Date

Ignature Fd N

Printed Name of Owner

Date

PROPERTY IN THE SEVENTH:

19134 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:

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.
的问题是一种是一种的,我们就是一种的,我们是一种的一种的,我们的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人

☑ 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, morel, 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.

	- 1				
	•				
	٠.				
	or A				
	ш				
	_				
	2.				
	1.				
	-				
	**				
	-				
	-				
	LLC				
	-				
	me				
	_				
	-				

### 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 Forece Vzila	Signature
Printed Name of Owner	Printed Name of Owner
Date Date	Date
PROPERTY IN THE SEVENTH:	
19202 BOXO DO MAN	
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:



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 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 Declaratory 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.

Ø	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:		
Bum Fredery		
Signature	Signature	
Robert Brien Koehler		
Printed Name of Owner August 20, 2020	Printed Name of Owner	
Date	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:

☐ 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.

$\square$	For Amendment	П	Against Amendment
$\mathbf{Z}$	ror Amenament	<b>├</b>	Agamst 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 9-18-2020

Signature DRY F. Hill

Printed Name of Owner

Dan 201.18, 2020

PROPERTY IN THE SEVENTH:

19210 Bowa 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:

#### Doc# 20200268924 11/06/2020 8:22AM Page 26 of 84 Lucy Adame-Clark, Bexar County Clerk

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.

#### 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:	
Center Coker	·
Signature Cokel	Signature
Printed Name of Owner	Printed Name of Owner
Date	Date
PROPERTY IN THE SEVENTH:	
FIZAGE BOYA DOONAR	
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 (1/12th) 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 (1st) 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 lieu 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

Ballot for Amendments to Declaration - The Seventh

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 T. 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 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 A	Amendment
-------	-----------

☐ Against Amendment

Ballot for Amendments to Declaration - The Seventh

## 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 Coverants, Conditions and Restrictions for The Seventh and filed of record in the Official Public Records of Bexar County, Texas.

Owner(s) of Property:	
V. H. Butn	
Signature Kurt L. Bertram	Signature
Printed Name of Owner	Printed Name of Owner
Date	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:

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 of the Declaration of the Declaration of 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 resident Dustoments, L.L.	Signature
Printed Name of Owner	Printed Name of Owner
Date	Date
PROPERTY IN THE SEVENTH:	
19234 Boa to 1 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:

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 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.

	Amendment
<b>∠</b> 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:

Signatur

Printed Name of Owner

Date

Signature

Printed Name of Owner

Date

PROPERTY IN THE SEVENTH:

19238 Boxa Lel 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:

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 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;
- 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
A ror imicromeric	

### 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 Beyar County, Texas.

OWNER(S) OF PROPERTY:	
AAAAAA	
Strature	Signature
Printed Name of Owner & County, This str	Printed Name of Owner
Date 8/2/2020	Date
PROPERTY IN THE SEVENTH:	
19302 BOCH DEL MAN	
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:

☑ 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;
- 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 statuted 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

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 / / / / Ar

8/24/20

Date

Signature

Signature

Printed Name of Owner

(2222)

Date

PROPERTY IN THE SEVENTH:

193/0 Boca Pel MAN

#### 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 (1/12th) 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 (1st) 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

L

Pror 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 Section or the Section of the Section of 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.

Fér Amendment

☐ Against Amendment

Ballot for Amendments to Declaration - The Seventh

Page 2

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:	
amelyclub	
Signature KATHRINE J. MALACHI	Signature
Printed Name of Owner 07-31-20-20	Printed Name of Owner
Date	Date
PROPERTY IN THE SEVENTH:	

19314 Boo Del Mar

Street Address

#### Amendment #1:

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

One-twelfth (1/12th) 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 (1st) 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 ard payable, and, without notice, the delinquent amount shall bear interest at the rate of ten percent (10%) per armum 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 hereih 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

to su of su there	th acquisition. In addition to foreclosing the lien th Owner's portion of the Common Expense Cha of to such nonpaying Owner, in addition to al	ge attributable to the Townhouse in question that arose hereby retained, in the event of nonpayment by any Oarge, the Board may, upon ten (10) days' prior written null other rights and remedies available at law, in equit the Association in Article Eleven, Section 6 hereof.	wner iotice
	X For Amendment	☐ Against Amendment	
	<u>Amer</u>	ndment #2:	
2. Article ollows:	Seven of the Declaration, entitled "Leasing	of Townhouses," is hereby amended and restated	to read as
resid requ than fami hom	ential use specifically prohibits, without limitatings the intent to occupy the Townhouse for the eninety (90) days. A lease for a term of less than y, as defined below, is prohibited. Transient hou	be leased for single-family residential use only. Single fation, leasing to more than one single family. Residential entire term of the lease. A lease must be for a term of no ninety (90) days or to persons who do not comprise a susing, which includes, but is not limited to hotel, motel, to no note, bed and breakfast, and/or vacation responses.	ol use ot less single ourist
	ased Townhouse may be occupied by more that ample of an approved single family:	n one single family. By way of illustration, the following	ng is
	RESIDENT 1 AND RESIDENT 2 RESIDE Additional approved residents are:  a) Children of either or both residents b) No more than a total of two parents c) One unrelated person; and d) One household employee.	<b>3</b> 7	
in co pros	nsideration of factors deemed appropriate by	gate rules covering and governing requirements for least the Board. No such rules shall discriminate against religion, race, color or creed or any other basis the	any
thel	on 3. Exclusive Use. A lease must provide the exsee. An Owner may not lease a room or any political to sublease the Lot and Townhouse.	xclusive right to use and possess the Lot and Townhous ortion less than the entire Lot and Townhouse. A lessee is	se to s not
preso Decl statu requ	ribe from time to time. A lease must provide tration or the Dedicatory Instruments [as that terme] by the lessee or occupant or their family men	writing and include such terms as the Board may reason that it may be terminated in the event of a violation on is defined in the Texas Property Code §202.001 or its succembers, and the Board of Directors, in its sole discretion, ction of the occupants in such event. Leasing the Townhowith the Declaration or Dedicatory Instruments.	f the essor may
with in th	n ten (10) business days of execution. The Owne	vide a true and correct copy of each lease to the Associa er may redact any sensitive personal information as def statute prior to providing the lease to the Association. y to effect this requirement.	ined
	For Amendment	☐ Against Amendment	
В	llot for Amendments to Declaration – The Seventh	Page 2	2

*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

PROPERTY IN THE SEVENTH:

1934 Quade Mace

Street Address

#### Amendment #1:

Date

tery err

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 (1/12h) 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 (1st) 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 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 reduct 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	A 1		<b>*</b>	
	i bor	A TH	-	1 more	a 1

Against Amendment

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

Signature

Frinted Name of Owner

Printed Name of Owner

Date

PROPERTY IN THE SEVENTH:

1002 La Tearra

#### 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 (1/12th) 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 (1st) 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

Street Address

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 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:

-tt-2	,			,		
1 IV	For	Αn	200	dm	éni	ŀ

☐ Against Amendment

#### 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.

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 (1/12th) 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 (1st) 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 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 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
---------------	---------------------

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 Oyuner

Date

Printed Name of Oxyger

Date

PROPERTY IN THE SEVENTH:

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:

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 (1st) 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

#### 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.

gainst Amendment

#### 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: Printed Name of Owner Date PROPERTY IN THE SEVENTH:

IERPA

#### 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 (1/12th) 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 (1st) 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 yendor'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

#### 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:

X	For Amendment	Against Amendment
, /		

1/ 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

7/30/2022

Date

PROPERTY IN THE SEVENTH:

1015 ha 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 (1/124) 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 (1st) 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

#### 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 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
---------------	-------------------

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:	
Ymany A Fre	
Signature AVCC A FCU1	Signature
Printed Name of Owner	Printed Name of Owner
Date PIU WW	Date
PROPERTY IN THE SEVENTH:	
INR La TIWA	

#### Amendment #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 (1/12th) 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 (1st) 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



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 Iessee. 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 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.

<i>*</i>	/	
X	For Amendmen	I

☐ Against Amendment

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

Lynthy

Printed Name of Owner

Date

Signature

Monroe Speak

Printed Name of Owner

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 (1/12th) 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 (1st) 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 armum 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 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.

Ł,

Against Amendment

I/ not the orelegated, as representative(s) of all or near of the property listed below, do hear by seat our two on the following issues, which if approved, will be included in the Second Amendment to Declaration of Coverants. Conditions and Restrictions for The Seconds, Treas.

Min & Maffers Mages D. Maylors

August 3, 2020

Valane M. Sander Mettone Valane M. Sander Mettone Progress 73, 2010

PROPERTY BY THE SEVENING

1822 LA TIERRA

#### Amendment #1:

1. Article Four, Section 5 of the Declaration, entitled "Payment of Common Capense Charge: Entercased" is hereby assended and restated to read as follows:

One-twelfth (1/122) of the partion of the Common Paperse Charge assessed against such Charge of an Impured Lot shall be due and payable, in advance, on the first (14) day of each calendar menth during the year for which the Common Expense Charge in question has been assessed. The Common Expense Charge assessed against each Charge of the payable, in advance, within thirly (33) days of the annual meeting. Any men amount not paid and a cocherch width one (10) days of the lot any such payable that day and the deemed delinquent, a \$25.00 processing fee for labe payable, an defining the same such payable, and a without review, the delinquent amount alroll bear interest at the rate of any such payable parameter from the date originally due until paid. If any such amount alroll bear interest at the rate of any such payable, and the Board's election the Common Expense Charge due from the delinquent Owner for the next twenty at the Board's election the Common Expense Charge in the next bracket (12) months shall be acceptanced of the preceding sentence, if the sould common Expense Charge for the next twenty (12) months the rest flow howers, it shall be decined that the Common Expense Charge for the next twenty (12) months shall be the tame per month as the Board's attained to payable monthly charge for an improved Lot and for the paids by the form the Board's attained to the next twenty (12) months for an Unimproved I.et. It, after the Common Expense Charge for the next twenty (12) months for an Unimproved I.et. It, after the Common Expense Charge for the sext twenty (12) months for an Unimproved I.et. It, after the Common Expense Charge for the sext twenty (12) months for the bear and bear and attained try payables monthly that go the next twenty (12) months for the payable the same payable to a good for the payable before the form the Board, anticinetary payables not becomes Expense Charge for the sext twenty (12) months for the payable such that the late of the payable to the payable to the payable to the payable to th

Said for Amendments to Oscillation + The Seconds

P. 4

El Por Amendment

O Against Amendment

#### Amendment #2

2. Anticle farren of the Declaration, entitled "Landing of Townhouses," is breeby amended and resisted to read as

Section 8. Single family. A Lot and Toleraturate may be leased for single family residential sectority. Single family residential sectority products, without limitation, leaving to more than one single family. Residential and requires the intent to occupy the Toleraturate for the entire form of the losse. A losse must be for a term of residential manners (DD days. A lease for a term of test form the products of the product of the losse. A losse what is not comprise a single lamily, as defined below, is prohibbled. Farmient become, which includes, but is not familied to lobel, morely trusted. house, loaned house, lougistement, lodging house, inc. meeting house, ted and breakfast, and/or vocation neetal

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

RESIDENT I AND RESIDENT 2 RESIDE IN TOWN KILSE: Additional approved residents are

a) Children of either or both residence

- b) I so more than a total of tota passants of the residents:
- (f) One unrelated person and
  (f) One household employee.

Section 2. The second may, from time to time, promulgate raise covering and governing requirements for lossing in consideration of factors, desired appropriate by the Board. No such cube shall discriminate against emprecipenture tesses or losses on the lasts of sex, religion, raise cube or cross or any other losses that is Importabeible under any applicable law.

Section 3. Declarate Use, A leave must provide the confusive right to use and possess the first and Townhause to the boses. An Overer may not leave a most or any section less than the entire Lot and Townhoose. A leave is not permitted to adultion the Lotard Townhouse.

Section 4. Requirements of Lesse. A lover must be in writing and include must tween as the Board may researchly presently from hims to time. A lover must provide that it may be terminated in the event of a wichtless of the Decision of the English that the Decision of the English that the Decision of the Board of Directors, in the sole distriction, very expert termination of the English the Decision of the companies in tuck event. Lessing the fourthcase and Lot dues not reflect the Owner feets compliance with the Decision of Decision; Internecess.

Section 5. Submission of Losse. An Owner must provide a marked correct copy of such lesse in the resociation within less (iii) besiress days of execution. The Owner may redard any sensitive personal information as defined in the Texas Property Code \$709.016 or its successor stain in prior to providing the lesse to the Association. The Frend of Directors may adopt any policies reconstry to effect that requirement.

II For Amendours

O Against Amendon and

Edite for Amendments to Datamine - 182 September

Page ?

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.

Signature

Printed Name of Owner

OWNER(S) OF PROPERTY:

SLENN T. WHITAKOR

Printed Name of Owner

-4/8/2020

PROPERTY IN THE SEVENTH:

1023 LATIERRA

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 (1/12th) 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") 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 little 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 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

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:	
Al G Fouch	
Significant HAN BELICH	Signature
Printed Name of Owner	Printed Name of Owner
Date	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 (1/12th) 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 (1st) 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

Tor 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 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.

М	For	Δ.	nar	de	ant

☐ Against Amendment

#### 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:	
Fal Carpen War Signature PAL CAR PENTEC	Signature
Printed Name of Owner	Printed Name of Owner
Date 8/1/2d	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 (1/12h) 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 (1st) 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 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 PRESIDE IN TOWNHOUSE.

Additional approved residents are:

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

Section 2. The Board may, from time to time, premulgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against any prospective leases or tenant on the basis of sex, religion, take, color of 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 leases. 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 intist 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 Declaration or the Declaration or the Declaration of the tesses or occupant or their family members, and the Board of Directors, in its sole discretion, may require formulation of the lease by the Owner and eviction of the occupants in such event. Leasing the Townhouse and Lat does not relieve the Owner from compliance with the Declaration or Declicatory 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

Ĺ

Against Amendment

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:	
Deboral K. Bertram	
Signature	Signature
Deborah K. Bertram Printed Name of Owner	Printed Name of Owner
<u>August 1, 2020</u> Date	 Date
PROPERTY IN THE SEVENTH:	
10.31 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 (1/12th) 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 (1st) 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

#### **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 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
---------------	-------------------

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:

gnature

Printed Name of Owner

Ďate

Signature

Printed Name of Owner

Date

PROPERTY IN THE SEVENTH:

1034 LATIEREA

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 (1/12th) 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 (1st) 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 armum 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



☐ 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 Iessee 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



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(6) OF PROPERTY:	
Signature STAULOR F. PONA	Signature
Printed Name of Owner 7	Printed Name of Owner
Date	Date
PROPERTY IN THE SEVENTH:	
6035 La tiema	

#### 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 (1/12h) 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 (1st) 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

Street Address

☑ 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 lesses 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.

V	For	Ame	ndn	ient
	101	733114	LIMAL	er irr

Against Amendment

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:	
Signiff Bath	Signature
Printed Name of Owner	Printed Name of Owner
Date	Date
PROPERTY IN THE SEVENTH:	· ·
1) Ale 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:

One-twelfth (1/12th) 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 (1st) 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 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 their family members, and the Board of Directors, in its sole discretion, may 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:	
Michael Jimenez	
Signature Michael Jimenez	Signature
Printed Name of Owner 08/03/2020	Printed Name of Owner
Date	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 (1/12th) 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 (1st) 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 Declaration or the Declaration or the Declaration or the 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
	I OI LIMITIMIECIE	l	I Application I make the state of the state

# 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:	
Masgaret Camplus	
Signature CAMPBELL	Signature
Printed Name of Owner 2028	Printed Name of Owner
Date	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 (1/12th) 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 (1st) 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.

# 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 Declaration or the Declaration or the Declaration 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.

# 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

Signatury
MARYARITA DE 14 MAZA DE REYES

Printed Name of Owner

Date 09/23/2020

PROPERTY IN THE SEVENTH:

19206 TANOAN

itreet 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 (1/12th) 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 (1st) 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.

X For Amendment

Against Amendment

# Amendment #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;	
trada Sullans	
Signature  SIEVE 131. VILLEGAS  Printed Name of Owner.	Signature
Printed Name of Owner	Printed Name of Owner
Date	Date
PROPERTY IN THE SEVENITE:	
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 (1/12th) 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 (14) 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.

团	For	A mi	and	ma	-
	LOL	Am	eno	ıme	TIE.

☐ 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:	¥ .		
1//			
Signature		Signature	
Jorge Marcelo Flores Alanis.	•	· · · · · · · · · · · · · · · · · · ·	
Printed Name of Owner		Printed Name of Owner	
Date		Date	
ROPERTY IN THE SEVENTH;	\$		
7000	=		
Tanoan 19211 Sincet 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 (1/12h) of the purtion of the Common Expense Charge assessed against each Owner of an Improved Lot shall be due and payable, in advance, on the first (14) 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 amum. 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 accraed 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 Lor 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 Lut, 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 compayment by any Owner of such Owner's purtion 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 Autendment

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. Transfent 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, promolgate rules covering and governing requirements for leasing in consideration of factors deemed appropriate by the Board. No such rules shall discriminate against my prospective lesses 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 reduct 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.

11		Ame		
IX.	For	Ame	ndm	ent

☐ 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 SEVENTR

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 it approved, with its included in the Second Amendment to Decharation of Covenants, Conditions and Restartates for The Severals and filled of record in the Official Public Records of Beach County, Texas.

Muri-

SHOWING ARINA

88/03/201

#### Amendment #1;

Article Your, Section 3 of the Declaration, entitled "Payment of Common Expense Charge; Enforcement" is hereby amended and restated to read as follows:

Ora-twelfish (1/12°) of the portion of the Common Experse Charge assessed against each Owner of an Improved Lot shall be then and payable, in advance, on the first (1°) day of each relatedar month during the year for which the Common Expense Charge is question has been assessed. The Common Expense Charge is question has been assessed. The Common Expense Charge is question has been assessed. The Common Expense Charge is question has been assessed, the Common Expense Charge is question has been assessed. The Common Expense Charge measured against each Owner of an Unimproved Lot shall be due and payable, in advance, within thirty (9th days of the due does for any such around trule pain and necessary within the common Expense Charge payable, the again payable, and, without notice, the delinquent answer also been interest at the rate of earn persent (10°E) per unmun from the date originally due entil paid. If any such amount shall remain amount shall be accelerated, shall become at once due and payable, and shall bear filled the common Expense Charge for the next three the Clay months shall be accelerated, shall become at once due and payable, and shall bear filled the common. For purposes of the preceding sentence, If the actual Common Expense Charge for the next twelve (12) months shall be accelerated, shall become at once due and payable, and shall bear filled the common Expense Charge for the next twelve (12) months shall be the same per month as the three applicable months charge for the next twelve (12) months shall be the came per month as the three applicable months charge for the next twelve (12) months is about the three persons of the preceding sentence, If the actual Common Expense Charge for the next twelve (12) months is about the ten accelerated by the board, suitation by promone Expense Charge for the next twelve (12) months is about the ten accelerated by the board, suitation by promone Expense Charge for the next twelve (12) months shall be encederated, the suitation of the Common Expense Charge fo

Bollet for Amendments to Declaration - The Seventh

for the ungold portion of the Common Expense Change attributable to the Townhouse in question that arose prior to such negabition. In addition to foreclasing the linn beneby retained, in the event of roughsystem by any Owner of such Owner's portion of the Common Expense Change, the Board may, upon len (10) days' prior written notion thereof to such rougspying Owner, in addition to all other rights and recordes available at law, it equity, or otherwise, pursue any or all of the remedies granted the Association in Article Eleven, Section 6 hencel.

🛘 Against Amendorent

#### Amendment #2:

ven of the Declaration, entitled "Leasing of Townhouses," is hereby amended and res

Scotion 1. Single limitly. A Lot and Townhouse may be teased for single-family residential use only. Single family residential use expectitionly probables, without limitation, leasing to more than one single family. Residential use requires the intent to occupy the Townhouse for the entire team of the lease. A lease must be for a term of not less than ratedy (90) days. A lease for a term of not less than ratedy (90) days. A lease for a term of less than ratedy (90) days. A lease for a term of less than ratedy (90) days. A lease for a term of less than ratedy (90) days. A lease for a term of less than ratedy (90) days. A lease for a term of less than ratedy (90) days. A lease for a term of less than ratedy (90) and the less of the less of less than the less of the less of less of the less of less

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

MESIDENT J AND RESIDENT 2 RESIDE IN TOWNHOUSE.

- dditional approved residents are:

  a) Children of either or both residents;

  b) No more than a feet of the control of the cont b) No recre than a total of two parents of the residents;
  c) One unrelated persons and
  d) One household couployee.

on 2. The Board may, from that to time, promulgate rules covering and governing exquirements for leasing unideration of factors deemed appropriate by the Beact. No such rules shall discriminate against now sective desce or learnt on the basis of sex, religion, race, color or creed or any other basis that is provisible 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 and losses mean or any printee less than the entire Lot and Townhouse. A lessee is not permitted to sublease the Lot and Townhouse.

Section 4. Requirements of Lasse. A lease must be in writing and include such terms as the Roped may reasonably prescribe from time to time. A lease must provide that it may be terminated in the event of a validation of the Declaration of the Delizatory featurants last final terms is defined in the Tessas Property Code §202.00 in its successor statute by the lease or excepted or their family mandates, and the Board of Directors, to its said discretion, may engine termination of the lease by the Cowner and eviction of the exceptors is such event. Leading the Townhouse and Let does not relieve the Cowner from compiliance with the Declaration or Declaration to Delicatory Instruments.

Section 5. Submission of Leave. An Owner must provide a true and correct copy of each lease to the Association within ten (Al) hustness days of execution. The Owner may redact any sensitive personal information as defined in the Texas Proporty Code (2009) fils or its auccessor statute prier to providing the base to the Association. The Beard of Directors may adopt any policies necessary to effect this requirement.

Against Amendment

Rallot 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 Bexar County Clerk