

AFTER RECORDING RETURN TO:
ERIC GOMEZ
BRAUN GRESHAM, PLLC
14101 HWY 290 W, SUITE 1100
AUSTIN, TEXAS 78737
EMAIL: EGOMEZ@BRAUNGRESHAM.COM



**FIRST AMENDMENT TO
COMMUNITY MANUAL
FOR
RANCHES AT SENTINEL PEAK**

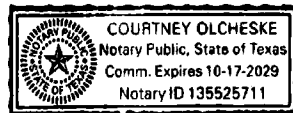
ASSOCIATION:

RANCHES AT SENTINEL PEAK ASSOCIATION,
a Texas nonprofit corporation

By: *Glenn D. Hatcher*
Printed Name: GLENN D. HATCHER
Title: President

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged and sworn before me this 1st day of June, 2026,
by Glenn D. Hatcher, President of RANCHES AT SENTINEL PEAK ASSOCIATION, INC., a
Texas nonprofit corporation, on behalf of said corporation.



Courtney Olcheske
Notary Public Signature

Cross reference to Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, filed and recorded under Document Nos. 202106047906, 202106062819, 202106064461, 202206021296, 202306000585, 202306008907, and 202306033704, in the Official Public Records of Comal County, Texas

**FIRST AMENDMENT TO COMMUNITY MANUAL
FOR RANCHES AT SENTINEL PEAK**

This First Amendment to Community Manual for Ranches at Sentinel Peak (this "**First Amendment**") is made by RANCHES AT SENTINEL PEAK ASSOCIATION, INC., a Texas nonprofit corporation ("**Association**"), and is as follows:

RECITALS:

WHEREAS, Declarant previously executed that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak, recorded on September 10, 2021, in Doc. No. 202106047906, as amended in 202106062819, 202106064461, 202206021296, 202306000585, 202306008907, and 202306033704, in the Official Public Records of Comal County, Texas, (the "**Original Declaration**");

WHEREAS, Declarant previously executed that certain Ranches at Sentinel Peak Community Manual, recorded on September 21, 2021, in Doc. No. 202106049532, in the Official Public Records of Comal County, Texas, (the "**Original Community Manual**");

WHEREAS, Pursuant to *Section 1.01(k)* of the Original Declaration, the Community Manual may be amended by a Majority of the Board upon the expiration or termination of the Development Period;

WHEREAS, Pursuant to *Section 1.01(f)* of the Original Declaration, the Board means the Board of Directors of the Association;

WHEREAS, Pursuant to *Section 1.01(n)* of the Original Declaration, the Development Period means the period that expires twenty-four (24) months after Declarant no longer owns any portion of the Property; and

WHEREAS, the Development Period has expired, and the Board of Directors of the Association wishes to amend the Community Manual as set forth in this First Amendment to Community Manual for Ranches at Sentinel Peak (this "**First Amendment**").

NOW, THEREFORE, it is hereby declared that: (i) this First Amendment amends, restates, and replaces certain terms and section of the Original Community Manual; (ii) this First Amendment is filed with respect to that certain real property in Comal County, Texas as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"); (iii) the Property (or any portion thereof) has been sold, conveyed, and occupied subject to the Original Declaration and Original Community Manual, which shall continue to remain in full force and effect as to the Property, as amended, and shall run with the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; (iv) each contract or deed conveying all or any portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the Original Declaration, Original Community Manual, and the following amended provisions thereto, regardless of whether or not the same are set out in full or by reference in said contract or deed.

I. AMENDMENT

1. *Attachment 3: Fine and Enforcement Policy* to the Original Community Manual is hereby deleted in its entirety and replaced by **Attachment 3** attached hereto.

2. The terms, restrictions and provisions set forth in this First Amendment touch and concern the Property and shall run with and bind the Property, or any part thereof, and all interests therein, including, without limitation: (a) the fee interests of all Owners, each holder of any interest in any portion of the Property, and their grantees, heirs, mortgagees, successors, assigns and personal representatives, during each of their respective terms of ownership, with the same full force and effect as though set forth in full in every grant, conveyance, mortgage, or demise of the Property, or any part thereof; and (b) the leasehold interests of tenants and other occupants of the Property, or any part thereof, and their heirs, mortgagees, successors, assigns and personal representatives during each of their respective terms of the tenancy, with the same full force and effect as though set forth in full in each and every conveyance, mortgage, or lease of the Property, or any part thereof.
3. The terms, restrictions and provisions set forth herein shall be construed as being implicitly adopted in each and every contract, deed, lease or conveyance hereafter executed by Declarant or its successors or assigns conveying all or any part of the Property, whether or not referred to therein, and all estates conveyed therein and warranties of title contained shall be subjected to the terms, restrictions and provisions herein. The foregoing shall not be construed so as to require Declarant or its successors or assigns to explicitly state the terms, restrictions and provisions herein in any contract, deed, lease or conveyance hereafter executed by Declarant or its successors or assigns.

EXHIBIT "A"
PROPERTY DESCRIPTION

FIELD NOTE DESCRIPTION FOR A 430.984 ACRE TRACT OF LAND, SITUATED IN COMAL COUNTY, TEXAS:

BEING 430.984 ACRES OF LAND, BEING 124.820 ACRES OUT OF THE MARIA EMPORA ABSTRACT NO. 5, SURVEY NO. 3, 4.910 ACRES OUT OF THE C.D. ROBERTSON ABSTRACT NO 982, SURVEY NO. 999, 147.450 ACRES OUT OF THE Z. WILLIAMSON ABSTRACT 936, SURVEY 946 AND 153.804 ACRES OUT OF THE TEXAS CENTRAL RAILROAD CO. SURVEY NO. 945, ABSTRACT 832, OUT OF THAT REMAINING 784.409 ACRES OF THAT CERTAIN 2,382.445 ACRES OF LAND, MORE OR LESS, CONVEYED BY SPECIAL WARRANTY DEED TO RIO BLANCO PROPERTIES 2018, LLC, IN DOCUMENT NO. 201906011326 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found in the west line of a 60 foot right-of-way easement as recorded in Document No. 202006059428 of the Official Public Records of Comal County, Texas, marking the south corner of a 533.144 acre tract conveyed by Special Warranty Deed to The Nature Conservatory, recorded in Document No. 201906042461 of the Official Public Records of Comal County, Texas, for the northeast corner of the herein described tract;

THENCE, generally along the east line of said 60 foot right-of-way easement, the following thirty-one (31) courses and distances:

- 1) South 19°07'28" West, a distance of 63.51 feet, to a calculated point, for an angle corner of this tract;
- 2) South 22°24'44" West, a distance of 197.64 feet, to a calculated point, for an angle corner of this tract;
- 3) South 23°49'27" West, a distance of 278.86 feet, to a calculated point, for an angle corner of this tract;
- 4) South 23°00'47" West, a distance of 465.51 feet, to a calculated point, for an angle corner of this tract;
- 5) South 24°37'45" West, a distance of 186.08 feet, to a calculated point, for an angle corner of this tract;
- 6) South 24°50'21" West, a distance of 135.30 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 7) Along said curve to the right, an arc length of 67.32 feet, said curve having a radius of 70.31 feet, a chord which bears South 42°48'33" West, for a distance of 64.78 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 8) South 77°00'14" West, a distance of 37.75 feet, to a calculated point, at the point-of-curvature of a curve to the left;
- 9) Along said curve to the left, an arc length of 103.26 feet, said curve having a radius of 368.28 feet, a chord which bears South 73°51'40" West, for a distance of 102.93 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;

Exhibit "A" - Page 1

RANCHES AT SENTINEL PEAK
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

4824-2134-3210v.7 66037-1

- 10) South 56°10'31" West, a distance of 38.84 feet, to a calculated point, for an angle corner of this tract;
- 11) South 52°33'02" West, a distance of 52.69 feet, to a calculated point, at the point-of-curvature of a curve to the left;
- 12) Along said curve to the left, an arc length of 143.14 feet, said curve having a radius of 125.24 feet, a chord which bears South 21°41'05" West, for a distance of 135.47 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 13) South 18°07'55" East, a distance of 58.45 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 14) Along said curve to the right, an arc length of 190.53 feet, said curve having a radius of 144.19 feet, a chord which bears South 06°12'27" West, for a distance of 176.97 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 15) South 41°33'28" West, a distance of 57.84 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 16) Along said curve to the right, an arc length of 407.70 feet, said curve having a radius of 459.97 feet, a chord which bears South 65°53'53" West, for a distance of 394.48 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 17) North 88°26'02" West, a distance of 337.87 feet, to a calculated point, for an angle corner of this tract;
- 18) North 87°37'34" West, a distance of 411.75 feet, to a calculated point, for an angle corner of this tract;
- 19) North 87°24'11" West, a distance of 166.11 feet, to a calculated point, for an angle corner of this tract;
- 20) North 87°09'50" West, a distance of 375.05 feet, to a calculated point, for an angle corner of this tract;
- 21) North 89°25'46" West, a distance of 66.11 feet, to a calculated point for an angle corner of this tract;
- 22) South 82°39'00" West, a distance of 137.03 feet, to a calculated point, at the point-of-curvature of a curve to the left;
- 23) Along said curve to the left, an arc length of 402.98 feet, said curve having a radius of 267.33 feet, a chord which bears South 37°35'10" West, for a distance of 365.90 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 24) South 05°05'18" East, a distance of 141.57 feet, to a calculated point, at the point-of-curvature of a curve to the left;

- 25) Along said curve to the left, an arc length of 262.13 feet, said curve having a radius of 708.47 feet, a chord which bears South 13°03'00" East, for a distance of 260.64 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 26) South 24°17'03" East, a distance of 255.65 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 27) Along said curve to the right, an arc length of 404.56 feet, said curve having a radius of 305.69 feet, a chord which bears South 09°31'22" West, for a distance of 375.68 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 28) South 46°34'27" West, a distance of 465.31 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 29) Along said curve to the right, an arc length of 121.06 feet, said curve having a radius of 290.57 feet, a chord which bears South 58°54'21" West, for a distance of 120.19 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 30) South 70°02'02" West, a distance of 231.11 feet, to a calculated point, at the point-of-curvature of a curve to the left, and;
- 31) Along said curve to the left, an arc length of 97.38 feet, said curve having a radius of 450.05 feet, a chord which bears South 61°12'23" West, for a distance of 97.19 feet, to an 1/2" iron rod set, lying in the east side of an existing gravel road, same being the east line of the remaining 354.409 acres of the 2,382.445 acre tract, at the point-of-tangency of said curve, marking the south corner of this tract;

THENCE generally along the northeast line of said existing gravel road, common with the southwest line of this tract, and the northeast line of said 354.409 acre tract, the following thirteen (13) courses and distances:

- 1) North 38°12'48" West, a distance of 38.42 feet, to a calculated point, for an angle corner of this tract;
- 2) North 51°04'33" West, a distance of 97.26 feet, to a calculated point, for an angle corner of this tract;
- 3) North 51°47'31" West, a distance of 112.61 feet, at the point-of-curvature of a curve to the right, for an angle corner of this tract;
- 4) Along said curve to the right, an arc length of 116.00 feet, said curve having a radius of 467.45 feet, a chord which bears North 63°47'32" West, for a distance of 115.71 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 5) North 69°13'52" West, a distance of 180.03 feet, to a calculated point, for an angle corner of this tract;
- 6) North 60°21'53" West, a distance of 79.22 feet, to a calculated point, for an angle corner of this tract;

- 7) North 66°34'59" West, a distance of 68.41 feet, to a calculated point, at the point-of-curvature of a curve to the right;
- 8) Along said curve to the right, an arc length of 181.40 feet, said curve having a radius of 765.86 feet, a chord which bears North 63°41'00" West, for a distance of 180.98 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 9) North 57°43'57" West, a distance of 61.39 feet, to a calculated point, for an angle corner of this tract;
- 10) North 61°55'50" West, a distance of 102.24 feet, to a calculated point, at the point-of-curvature of a curve to the left, for an angle corner of this tract;
- 11) Along said curve to the left, an arc length of 100.56 feet, said curve having a radius of 115.62 feet, a chord which bears North 49°25'54" West, for a distance of 97.42 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 12) North 29°39'18" West, a distance of 199.04 feet, to a calculated point, for an angle corner of this tract, and;
- 13) North 27°07'10" West, a distance of 430.00 feet, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, North 61°37'15" West, a distance of 64.93 feet, across said gravel road, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, generally along the west line of said existing gravel road, common with the southwest line of this tract and the northeast line of the said 354.409 acre tract, the following eight (8) courses and distances:

- 1) North 05°53'59" East, a distance of 144.16 feet, to a calculated point, at the point-of-curvature of a curve to the left, for an angle corner of this tract;
- 2) Along said curve to the left, an arc length of 166.47 feet, said curve having a radius of 234.93 feet, a chord which bears North 09°09'16" West, for a distance of 163.01 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 3) North 30°08'21" West, a distance of 78.91 feet, to a calculated point, at the point-of-curvature of a curve to the right, for an angle corner of this tract;
- 4) Along said curve to the right, an arc length of 166.75 feet, said curve having a radius of 487.42 feet, a chord which bears North 20°11'39" West, for a distance of 165.93 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract;
- 5) North 10°14'55" West, a distance of 68.46 feet, to a calculated point, for an angle corner of this tract;
- 6) North 09°08'25" West, a distance of 137.01 feet, to a calculated point, at the point-of-curvature of a curve to the right, for an angle corner of this tract;

7) Along said curve to the right, an arc length of 189.55 feet, said curve having a radius of 376.36 feet, a chord which bears North 00°20'22" East, for a distance of 187.55 feet, to a calculated point, at the point-of-tangency of said curve, for an angle corner of this tract, and;

8) North 12°40'33" East, a distance of 35.83 feet, to 1/2" iron rod set, at the point-of-curvature of a curve to the right, for an angle corner of this tract;

THENCE, North 41°43'39" West, leaving said northeast line of an existing gravel road, a distance of 367.18 feet, through and across said remaining 784.409 acres, to an iron rod set, for an angle corner of this tract;

THENCE, South 89°51'08" West, through and across said remaining 784.409 acres, a distance of 1,822.05 to a 1/2" iron rod set, lying in the east line of a 151.130 acre tract of land, conveyed by General Warranty Deed to Michael A. Douglas and Nancy Childs, recorded in Document No. 201606025396 of the Official Public Records of Comal County, Texas, marking the southwest corner of this tract;

THENCE, North 00°14'59" East, a distance of 2,206.13 feet, along the east line of said 151.130 acre tract, common with the west line of this tract, to an 8" cedar post, lying in the south line of a 241.616 acre tract of land conveyed by General Warranty Deed to 4s Ranch and Cattle, LLC, recorded in Document No. 201106008793 of the Official Public Records of Comal County, Texas, marking the northeast corner of said 151.130 acre tract, for the northwest corner of this tract;

THENCE, North 88°40'43" East, a distance of 2,355.83 feet, along the south line of said 241.646 acre tract, common with the north line of this tract, to a 3/8" iron pipe located near a 6" cedar post, marking the southwest corner said 241.616 acre tract, common with the southwest corner of said 533.144 acre tract, for the north corner of this tract;

THENCE, South 78°32'59" East a distance of 4,824.41 feet, along the south line of said 533.144 acre tract, common with the north line of this tract, to the POINT OF BEGINNING, containing 430.984 acres of land, more or less.



George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: April 30, 2021

ATTACHMENT 3

RANCHES AT SENTINEL PEAK FINE AND ENFORCEMENT POLICY

1. **Background.** Ranches at Sentinel Peak is subject to that certain Declaration of Covenants, Conditions and Restrictions for Ranches at Sentinel Peak and its amendments recorded under Document Nos. 202106047906, 202106062819, 202106064461, 202206021296, 202306000585, 202306008907, and 202306033704, Official Public Records of Comal County, Texas, (the "**Declaration**"). In accordance with the Declaration, Ranches at Sentinel Peak Association, Inc., a Texas non-profit corporation, (the "**Association**") was created to administer the terms and provisions of the Declaration. Unless the Declaration or Applicable Law expressly provides otherwise, the Association acts through a majority of its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Declaration, Certificate, Bylaws, Community Manual, and any rules and regulations promulgated by the Association pursuant to the Declaration, as adopted and amended from time to time (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Declaration and the obligations of the Owners to compensate the Association for costs incurred by the Association for enforcing violations of the Restrictions.

The Board hereby adopts this Fine and Enforcement Policy to establish equitable policies and procedures for the levy of fines within the Association in compliance with the Chapter 209 of the Texas Property Code, titled the "Texas Residential Property Owners Protection Act," as it may be amended (the "**Act**"). To the extent any provision within this policy is in conflict with the Act or any other Applicable Law, such provision shall be modified to comply with the Applicable Law.

Terms used in this policy, but not defined, shall have the meaning ascribed to such terms in the Restrictions.

2. **Policy.** The Association uses fines to discourage violations of the Restrictions, and to encourage compliance when a violation occurs - not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Restrictions. The Association's use of fines does not interfere with its exercise of other rights and remedies for the same violation.
3. **Owner's Liability.** An Owner is liable for fines levied by the Association for violations of the Restrictions by the Owner and the relatives, guests, employees, and agents of the Owner and residents. Regardless of who commits the violation, the Association may direct all communications regarding the violation to the Owner.
4. **Amount.** The Association may set fine amounts on a case-by-case basis, provided the fine is reasonable in light of the nature, frequency, and effects of the violation. The Association may establish a schedule of fines for certain types of violations. The amount and cumulative total of a fine must be reasonable in comparison to the violation and should be uniform for similar violations of the same provision of the Restrictions. If the Association allows fines to accumulate, the Association may establish a maximum amount for a particular fine, at which point the total fine will be capped.
5. **Violation Notice.** Except as set forth in *Section 5(C)* below, before levying a fine, the Association will give (i) a written violation notice via certified mail to the Owner (at the Owner's last known

address as shown in the Association records) (the "Violation Notice") and (ii) an opportunity to be heard, if requested by the Owner. The Association's Violation Notice will contain the following items: (1) the date the Violation Notice is prepared or mailed; (2) a description of the violation or property damage that is the basis for the Individual Assessment, suspension action, or other charge; (3) a reference to the rule or provision that is being violated; (4) a description of the action required to cure the violation and a reasonable timeframe in which the violation is required to be cured to avoid the fine or suspension; (5) the amount of the possible fine; (6) a statement that no later than the thirtieth (30th) day after the date the notice was mailed, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (7) a statement that the Owner may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq.), if the Owner is serving on active military duty. The Violation Notice sent out pursuant to this paragraph is further subject to the following:

- (A) First Violation. If the Owner has not been given notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months, the Violation Notice will state those items set out in (1) - (7) above, along with a reasonable timeframe by which the violation must be cured to avoid the fine. The Violation Notice must state that any future violation of the same rule may result in the levy of a fine. A fine pursuant to the Schedule of Fines may be levied if an Owner does not cure the violation within the timeframe set forth in the notice.
 - (B) Uncurable Violation/Violation of Public Health or Safety. If the violation is of an uncurable nature or poses a threat to public health or safety (as exemplified in Section 209.006 of the Texas Property Code), then the Violation Notice shall state those items set out in (1), (2), (3), (5), (6), and (7) above, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*.
 - (C) Repeat Violation without Attempt to Cure. If the Owner has been given a Violation Notice and a reasonable opportunity to cure the same or similar violation within the preceding six (6) months but commits the violation again, then the Owner shall not be entitled to an additional Violation Notice or a hearing pursuant to Section 209.007 of the Texas Property Code, and the Association shall have the right to exercise any enforcement remedy afforded to it under the Restrictions, including but not limited to the right to levy a fine pursuant to the *Schedule of Fines*. After an Owner has been provided a Violation Notice as set forth herein and assessed fines in the amounts set forth in the *Schedule of Fines*, if the Owner has never cured the violation in response to any Violation Notices sent or any fines levied, then the Board, in its sole discretion, may determine that such a circumstance is a continuous violation which warrants a levy of a fine based upon a daily, monthly, or quarterly amount as determined by the Board.
6. Violation Hearing. If the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request to the Association for a hearing before the Board or a committee appointed by the Board to discuss and verify the facts and resolve the matter. To request a hearing, the Owner must submit a written request (the "Request") to the Association's manager (or the Board if there is no manager) within thirty (30) days after receiving the Violation Notice. The Association must then hold the hearing requested no later than thirty (30) days after the Board receives the Request. The Board must notify the Owner of the date, time, and place of the hearing

at least (10) days before the date of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. The Board or the Owner may request a postponement, and if requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. Notwithstanding the foregoing, the Association may exercise its other rights and remedies as set forth in Section 209.007(d) and (e) of the Texas Property Code. Any hearing before the Board will be held in a closed or executive session of the Board. At the hearing, the Board will consider the facts and circumstances surrounding the violation. The Owner shall attend the hearing in person, but may be represented by another person (i.e., attorney) during the hearing, upon advance written notice to the Board. If an Owner intends to make an audio recording of the hearing, such Owner's request for hearing shall include a statement noticing the Owner's intent to make an audio recording of the hearing, otherwise, no audio or video recording of the hearing may be made, unless otherwise approved by the Board. The minutes of the hearing must contain a statement of the results of the hearing and the fine, if any, imposed. A copy of the Violation Notice and Request should be placed in the minutes of the hearing. If the Owner appears at the meeting, the notice requirements will be deemed satisfied. Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the agenda attached hereto as Exhibit "A".

7. **Due Date.** Fine and/or damage charges are due immediately if the violation is incurable or poses a threat to public health or safety. If the violation is curable, the fine and/or damage charges are due immediately after the later of: (1) the date that the cure period set out in the first Violation Notice ends and the Owner does not attempt to cure the violation or the attempted cure is unacceptable to Association, or (2) if a hearing is requested by the Owner, such fines or damage charges will be due immediately after the Board's final decision on the matter, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.
8. **Lien Created.** The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in *Section 5.09* of the Declaration and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to *Section 5.01(b)* of the Declaration. The fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to *Article 5* of the Declaration.
9. **Levy of Fine.** Any fine levied shall be reflected on the Owner's periodic statements of account or delinquency notices.
10. **Foreclosure.** Association may not foreclose its assessment lien on a debt consisting solely of fines.
11. **Amendment of Policy.** This policy may be revoked or amended from time to time by the Board. This policy will remain effective until the Association records an amendment to this policy in the county's official public records.

SCHEDULE OF FINES

The Board has adopted the following general schedule of fines. The number of notices set forth below does not mean that the Board is required to provide each notice prior to exercising additional remedies as set forth in the Restrictions. The Board may elect to pursue such additional remedies at any time in accordance with Applicable Law. The base fine amounts are listed below, however, per Texas Property Code Section 209.0061, the Board reserves the right to issue violation amounts that vary on a case-by-case basis as needed.

FINE CATEGORIES:

Curable Violations:

The "reasonable cure" period for these curable violations shall be 24 hours unless otherwise noted.

1. Parking violations
2. Unshielded Recreational Vehicles
3. Landscaping violations: reasonable cure period of 7 days
4. Trash Cans stored where visible
5. Unapproved architectural alterations or unauthorized changes to approved project: reasonable cure period is subject to Association discretion with a maximum cure period of 30 days. Architectural violation fine amounts shall start at \$100 for first violations.
6. Rubbish/Debris/Improper Storage
7. Unapproved Signs
8. Unapproved or nuisance animals: reasonable cure period is subject to Association discretion with a maximum cure period of 30 days
9. All other miscellaneous violations of the Declaration or Design Guidelines for which a cure is applicable

Uncurable Violations:

1. *Business Use* – using a residence for business purposes as defined in *Section 2.16* of the Declaration is prohibited. Each "invitee" that visits the residence in violation of *Section 2.16* is considered an uncurable business event and will be subject to a fine as permitted by Texas Law. The fine per event as defined above shall be \$250 for the first occurrence and may increase per repeat violation.
2. *Short-Term Rentals* – Operating a short-term rental, including but not limited to AirBnBs or VRBOs, in violation of *Section 2.16*. The fine shall be \$500 per stay and may increase upon repeat violations.
3. *Fireworks* – *Section 2.05* of the Declaration prohibits fireworks except during times listed by the Board. Violations of this policy are subject to a \$250 fine per incident.
4. *Property Damage to Association Property* – In addition to any repairs that may be needed as a result of such damage, the fine for property damage will be a minimum of \$150 per violation. The Board reserves the right to assess on a case-by-case basis whether the fine amount should exceed \$150 and may increase the fine amount up to \$500 per violation. Operating a vehicle outside of the use on Private streets (e.g. the community park or other community land) is considered to cause property damage as these areas are to remain wild and untouched by motor vehicles.
5. *Unapproved Improvements* - Improvements that require prior approval by the ACC that are constructed without approval upon a Lot or any portion of the Property may result in a fine of up to \$250 for the first violation notice.
6. *Serious Violations* – actions and activities that pose a serious risk to the health and safety of the Owners and Association Members and/or their guests, invitees or licensees, including but not limited to the commission of criminal activities on the Property, the discharging of firearms at the Property, except for the use of firearms that take place in an attempt to protect one's home and family from a threat and where the authorities are summoned. Fines for Serious Violations may range from \$1,500 to \$5,000 and include legal action against violators.
7. *Miscellaneous* – All other miscellaneous violations of the Declaration or Design Guidelines for which a cure is not applicable.

FINE AMOUNTS ‡:

New Violation: Notice of Violation	Fine Amount: \$25.00 (if a curable violation, may be avoided if Owner cures the violation by the time specified in the notice)
Repeat Violation:	Fine Amount: 1st Notice \$75.00 2nd Notice \$100.00 3rd Notice \$300.00
Continuous Violation: Continuous Violation Notice	Amount TBD; legal action possible
Serious Violations:	\$1,500 - \$5,000; legal action possible

‡ These fine amounts are except as otherwise provided in this Fine Policy. The Board reserves the right to adjust these fine amounts based on the severity and/or frequency of the violation.

EXHIBIT "A"
HEARING BEFORE THE BOARD

Note: An individual will act as the presiding hearing officer. The hearing officer will provide introductory remarks and administer the hearing agenda.

I. Introduction:

Hearing Officer. The Board has convened for the purpose of providing [Owner] an opportunity to be heard regarding a notice of violation of the Restrictions sent by the Association.

The hearing is being conducted as required by Section 209.007(a) of the Texas Property Code and is an opportunity for Owner to discuss, verify facts, and attempt to resolve the matter at issue. The Board may be able to resolve the dispute at the hearing, or the Board may elect to take the matter under advisement and conclude the hearing. If the matter is taken under advisement, a final decision will be communicated in writing within fifteen (15) days.

II. Presentation of Facts:

Hearing Officer. This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present photographs or other material relevant to the violation, fines or penalties. After the Association's representative has finished his presentation, the Owner or its representative will be given the opportunity to present photographs or other material relevant to the violation, fines or penalties. The Board may ask questions during either party's presentation. It is requested that questions by [Owner] be held until completion of the presentation by the Association's representative.

[Presentations]

III. Discussion:

Hearing Officer. This portion of the hearing is to permit the Board and [Owner] to discuss factual disputes relevant to the violation. Discussion regarding any fine or penalty is also appropriate. Discussion should be productive and designed to seek, if possible, a mutually agreed upon resolution of the dispute. Hearing Officer has the right to conclude this portion at any time.

IV. Resolution:

Hearing Officer. This portion of the hearing is to permit discussion between the Board and [Owner] regarding the final terms of a mutually agreed upon resolution if such resolution was agreed upon during the discussion phase of the hearing. If no mutually agreed upon resolution was reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; (ii) request that the Board take the matter under advisement and adjourn the hearing; or (iii) adjourn the hearing.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/03/2026 11:24:46 AM
TERRI 15 Pages(s)
202606016536



Bobbie Koepp