

STATE OF TEXAS §

COUNTY OF BEXAR §

RESTATED RULES AND REGULATIONS OF PANTHER CREEK AT STONE OAK HOMEOWNERS ASSOCIATION, INC.

Document reference. Reference is hereby made to that certain Declaration for Panther Creek, filed at Vol. 8484, Pg. 1369 in the Official Public Records of Bexar County, Texas (together with all amendments, annexation documents, and supplemental documents thereto, the "Declaration").

WHEREAS the Declaration provides that owners of lots subject to the Declaration are automatically made members of Panther Creek At Stone Oak Homeowners Association, Inc. (the "Association");

WHEREAS the Association, acting through its board of directors (the "Board"), is authorized to adopt and amend rules and regulations governing the property subject to the Declaration and the operations of the Association ; and

WHEREAS the Board voted by unanimous consent the week of February 27, 2012 to adopt the Rules attached as Exhibit "A" to replace and supersede any previously-adopted Rules;

THEREFORE the Rules attached as Exhibit "A" are hereby filed of record in accordance with Chapter 202, Texas Property Code.

PANTHER CREEK AT STONE OAK HOMEOWNERS ASSOCIATION, INC. By: Niemann & Heyer LLP attorney and authorized agent

Signature: [Handwritten Signature] Printed Name: Connie N. Heyer Title: Attorney and authorized agent Date: 3-2-12

STATE OF TEXAS § COUNTY OF Travis §

This instrument was executed before me on the 2 day of March, 2012, by Connie N. Heyer in the capacity stated above.

[Handwritten Signature] Notary Public, State of Texas

“HOW TO LIVE IN HARMONY”

OTHERWISE KNOWN AS

OUR RULES AND REGULATIONS

BOARD ADOPTED

REVISED FEBRUARY 2012

PANTHER
**CREEK**
AT STONE OAK

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Why do we have this booklet?

This "How To" booklet is a condensed and helpful reference for owners and tenant residents of the Panther Creek HOA of San Antonio, Texas.

This booklet quickly and easily informs those new to Panther Creek, and serves as a reminder to existing owners and tenant residents, of how we may continue to maintain a first class community association living environment for all owners and residents.

The information contained herein is derived from the Articles of Incorporation, The Association's Bylaws and Declaration of Covenants, Conditions, and Restrictions (CCRs), and additional rules and guidelines legally formulated and made effective by the elected Board of Directors of the San Antonio Panther Creek Homeowner's Association.

In the case of any conflict between the Articles of Incorporation and any other governing documents, the Articles of Incorporation shall control. In the event of any conflicts between the CCRs, Bylaws, and these Rules and Regulations, the CCRs shall control. In the event of any conflicts between the Bylaws and these Rules and Regulations, the Bylaws shall control.

These rules supplement and attempt to summarize the more important provisions of the CCRS but are not a substitute for reviewing all CCRs. All governing documents of the association, including these Rules, are applicable to all owners as well as their family members, tenants, guests or invitees. Owners are responsible for ensuring that all family members, tenants, guests or invitees comply with all governing documents, and are responsible for any violation of them by family members, tenants, guests or invitees.

Moving In

Buying a Home

The Seller/Owner must issue to the buyer the following:

Copies of the governing documents of the Association which include the Articles of Incorporation, CCRs, Bylaws and Rules and Regulations of the Panther Creek Homeowners Association. **The seller must provide to the prospective buyer a resale certificate, which will contain all governing documents, plus additional important information per state law. All requests for resale certificate issuance must be directed to the Association's managing agent.**

Keys to the purchased home

Key to the mailbox (where applicable)

Contact the Management Company

To obtain a resale certificate.

To inform them of the new owner who now occupies the home (after closing)

To obtain gate remotes and pool access cards

Don't Forget...

Make sure you have all access codes and clickers you need to get into your community areas. Contact Wildwood Management Group at 210-732-0000 if you do not have them. Copies of the association's governing documents are available at mypanthercreek.com.

Association Fees; Fees for Noncompliance

Association Fees are due quarterly on the first of January, April, July and October.

A late fee of 18% plus a \$12.50 administrative fee will be charged on the 30th of each month the payment is due.

After 60-days the balance may be forwarded to the Association's attorney for collection and a lien may be filed against your home.

All attorney fees and expenses incurred as a result of the owner's failure to comply with the above requirements, and all attorneys fees and expenses incurred as a result of any violation of the governing documents, will be the responsibility of the owner to the fullest extent allowed by law.

Association fee checks should be made payable to Panther Creek Homeowners Association and should have on them the property address. Checks should be mailed to: Community Associations Bank, PO Box 66453, Phoenix, AZ. 85082-6453. You may also mail them directly to Wildwood Management Group, 2611 N. Main Ave, San Antonio, Texas 78212, or contact Wildwood to setup online payments.

Save Money...

Pay your assessment fees on time so you don't have to pay late charges.

Moving In

Prior to Move-in

The new Owner or Tenant is responsible for arranging the following:

Telephone

Cable and internet service

Electric and gas: City Public Service: 210-353-2222

Water: Bexar Metropolitan Water: 210-922-1221

Texas Disposal Systems: 210-483-1900

Renting

Renting a Unit

Landlord (Owner) responsibilities:

Mandatory tenant statement. A statement acknowledging the Tenant/Lessee's receipt of the governing documents of the Association which include the Declarations, Bylaws and Rules and Regulations of the Panther Creek Homeowners Association. **Owner must provide the latest copy (available at mypanthercreek.com) of the Rules and Regulations signed by the tenant to the Association's Management Company (address available on mypanthercreek.com) within 14-days of move in.**

Mandatory lease provisions. Per Declaration section 4.1.6, all leases must be in writing, the lease must obligate the tenant to comply with the Declaration, Bylaws, Articles, and Rules of Panther Creek, must provide that failure to comply with the provisions

of these documents is a default under the lease, and must have a minimum lease term of 30 days. If the owner fails to enforce the governing documents against his tenant in the event of violation(s) by tenant, the association may do so on behalf of the owner, including eviction proceedings, at owner expense (see also Declaration section 4.1.6).

Owner duty to provide information. The owner must provide Wildwood the names and contact numbers of the new tenants within five-days of the effective date of the lease; additionally, the homeowner must also disclose the term of the lease (rental duration). Failure to do so, failure to comply with any provision of any governing document, may result in fines being assessed to the owner's account, in addition to any other appropriate enforcement action. The standard fine for failure to provide tenant information is a \$75.00 fee assessed to the owner's account, but the board may vary this fine in its sole discretion, and fines may be assessed for each day of a violation. Owners leasing their homes must provide the management company with the owner's new mailing address, phone numbers, and email (if applicable) within 14-days of any change.

Owner duty to perform background checks on all potential occupants. Background checks required; copy to association within 15 days of lease effective date. **Prior to leasing an Owner must exercise due diligence not to lease or allow occupancy to a person who has a conviction or deferred adjudication history of any crime that may pose a serious potential risk of injury to other residents.** This includes (but is not limited to) such crimes as rape, molestation, sexual assault, indecent exposure, indecency with a child, kidnapping, or arson. It is the Owner's responsibility to determine the best way to exercise that due diligence. **As a part of Owners' due diligence, Owners must obtain a report based on Texas Department of Public Safety criminal records, as well as taking any other actions needed to prudently screen all prospective tenants and occupants for criminal history.** (Criminal reports may be purchased from the DPS website at www.txdps.state.tx.us).

Owners must provide a copy of all background checks to the Master Association within 15 days of request by the Association. *Owners leasing at the time of adoption of this rule must promptly perform background checks on all tenants and occupants. If prior to adoption of this background check rule an Owner was leasing to a tenant or occupant with a criminal history as described above, the Owner must terminate the tenant or occupant's occupancy at the earliest time allowed under the lease.* Owners failing to perform pre-screening of all tenants and occupants and supply copies of the screening to the association in a timely manner will be subject to fines and other enforcement action.

Leasing rule spotlight: Owners must perform background checks prior to leasing. Owners must submit documentation to the association regarding all leases. See above.

Tenant responsibilities

Receive, read and familiarize themselves with the governing documents of the Association which include the Articles of Incorporation, CCRs, Bylaws of the Panther Creek Homeowners Association, and Rules and Regulations.

Abide by the rules and regulations of the Association. If the tenant fails to comply, the homeowner will receive notification of the restriction that is being violated. It is the homeowner's responsibility to ensure their tenants comply with all Association rules and regulations.

Like a Good Neighbor

Noise

All residents and guests of the Panther Creek Homeowners Association must control the volume of televisions, radios, stereos, musical instruments, parties and other sources of noise that might unreasonably disturb other residents. No noise is permitted that unreasonably interferes, in the board's sole discretion, with the use and enjoyment of the premises by other residents.

Be Considerate:

Please keep the noise down. And, be sure to pick up after your pets. Have pride in not only your home, but your contribution to the entire neighborhood!

Pets

Livestock and/or poultry of any kind are not allowed. No animals shall be raised, bred or kept for commercial purposes, and no kennels are allowed.

Incessant barking WILL NOT be tolerated. The board may require the owner to

permanently remove any pet or pets causing a nuisance or unreasonable disturbance in the discretion of the board, or which the board has reason to believe has displayed threatening behavior against, or has actually harmed, another pet or a person (other than in the pet's enclosed backyard). Failure of the owner to remove the pet upon 7 days notice from the association entitles the association to permanently remove the pet from the subdivision. Alternatively, or at any time, the board may elect to defer to San Antonio Animal Control for any pet violation. The board may report any violation of this pet rule (including dogs causing a nuisance through incessant barking) to the San Antonio Animal Care Services for the situation to be investigated by Animal Control (see www.sanantonio.gov/animalcare/animalcontrolinvestigations.aspx). Please be advised that, as with all violations, a fine, including a daily fine for every day of noncompliance, may be assessed. The standard fine for a pet in violation of these rules is \$10/day, but the board may vary from this in its sole discretion.

All pets must be registered with the Association. Each resident with dog(s), cat(s), or any other animal that typically spends considerable time outdoors must complete a pet registration form and submit it to Wildwood Management. Pet registration forms can be obtained from Wildwood Management. Information obtained will include breed of animal, name, color and approximate weight. This registry helps maximize the chance that "runaway" pets are identified and returned to their owner.

All dogs must be on a leash and accompanied by someone capable of controlling them, and in the actual control of this person, at all times when not in the owner's fenced yard.

<p>Pet rule spotlight: All pets must be registered with the Association. See above.</p>
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Exterior Maintenance

Owners shall at all times keep weeds, grass, shrubbery and trees thereon cut in a sanitary, healthful, and attractive manner. Owners must keep all landscaping and other Improvements well-maintained and attractive, including prompt removal of litter, lawn mowing, tree and shrub pruning, watering, exterior lighting, lawn and gardens alive and free of weeds, driveways in good repair, exterior in good repair. All litter, trash, refuse and wastes must be promptly removed and not allowed to accumulate. This includes *all* areas of the Lot, including the back and side yards. (See CCR 4.6)

If after a 10-day written notice from the association, an exterior maintenance violation is not cured, the association may cure the violation (e.g. force mow the lawn) on behalf of the owner and assess all charges incurred, including a reasonable administrative fee, to the owner's account. Failure of the owner to pay the fee in full within 30 days after receipt of the statement for this fee from the Association, results in an automatic lien on the lot for these amounts. (See CCR 4.6.4). This right is in addition to any other enforcement rights, including fining, of the association.

All garbage, rubbish or trash shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened from public view by approved

landscaping or fencing. (See CCR 4.5.1)

Like a Good Neighbor

Vehicles

1. No boats, ATVS, trailers, campers, inoperable vehicle, or recreational vehicles may be parked on the street or any portion of any lot readily visible to the street or any adjacent lots except during the *time of actual loading and unloading*; but in no event more than 2 days within any 30-day period, without prior written permission from the Board. (See also CCR 4.5.7).

Commercial vehicles (including any vehicle displaying commercial lettering (other than a reasonable number of reasonably-sized bumper stickers or window stickers and the standard dealer advertising)) *must* be registered with the Association and may not be parked on the property without prior written permission from the Board, which may be granted or withheld in the Board's discretion. The Board may base its decision on factors it considers relevant, such as the size of the vehicle, the nature of the vehicle, the amount and size of commercial lettering, and other such factors. Commercial vehicles existing as of February 2012 (the date of adoption of this rule) must be registered with the association by March 31, 2012.

2. Go-carts, all-terrain vehicles (ATVs), and any other motorized vehicles not licensed for operation on public streets are prohibited on streets and must be stored in a manner that is completely screened from view from the street or other lots. However, golf carts (as defined by state law) may be driven on streets provided they are driven in a safe manner, including all passengers having, and at all times sitting in, a seat (for example, not standing, and not sitting in the area designed to hold the golf club bag.) Golf cart driving rights may be revoked by the Board for violations of this rule. Golf carts must be stored in a manner that is completely screened from view from the street or other lots.
3. Vehicles parked on the street shall face the same direction as the flow of traffic. When possible please be courteous and try to avoid parking in front of your neighbors home.
4. Vehicles parked in driveways shall be parked straight in the driveway (backed in or pulled straight in but not parked diagonally or sideways) and shall not obstruct any sidewalks.

Vehicle rule spotlight: register all commercial vehicles with the Association:

All owners wishing to park commercial vehicles in view on a regular basis MUST receive prior approval from the Board. All commercial vehicles (see definition above) must be registered. Commercial vehicles existing as of February 2012, the month of adoption of this rule, must be registered no later than March 31, 2012.

Common Areas

No person shall commit any act within a common area that, if committed in a public place, would be considered a violation of law.

Loud or unusual noise is prohibited. This includes yelling, shouting, use of profane language, loud horns, and/or loud playing of radios or other musical devices.

All animals must be leashed at all times and under the control of a person capable of controlling them.

Like a Good Neighbor

Pool Rules

General

All persons under the age of 16 must be accompanied by a person at least 18 years of age.

Pool hours are from 9:00 am-9:00 pm only. Anyone in the pool or pool area after hours is subject to fines, pool use right suspension, and other enforcement action.

Pool is for use by Panther Creek at Stone Oak homeowners/tenants and their guests only. No more than 4 guests per household.

There must be one responsible person (at least age 18) for every five persons under 18 absent prior permission from the board (which will be granted if a family has more than three members residing in the home who are under the age of 18).

Children under the age of 6 must have a responsible person in the water with them at all times and within arm's reach (a responsible person is someone 18 years of age or older).

Glass containers, drugs and pets are prohibited. Exceptions will be made when legally required for service animals.

Persons under the influence of alcohol or drugs are prohibited.

Alcohol may be brought to the pool by persons of age, but must be consumed at the person's chosen seating area, away from the pool and not on any portion of the pool deck.

No food or beverages in the pool or within 10 feet of the pool. (See above for additional rules regarding alcoholic beverages).

Abusive or vulgar language is prohibited.

No person within the pool grounds shall behave in such a manner as to jeopardize the safety or health of himself or others.

Clothing such as cut offs or underwear are prohibited. Proper swim attire only.

Improper conduct causing undue disturbances is prohibited.

No diving.

Skateboarding, bicycle riding, scooters, and rollerblading are not allowed in or around the pool or pool house or in the **Sport court area**.

No commercial activities at the pool without prior written permission from the Association (including swim lessons, summer camps, etc.)

No running, shouting, horseplay or other similar actions.

Improve on it:

We encourage you to take care of your property and to read and familiarize yourself with pages 24-25 in your Bylaws. Remember that failure to comply with the proper procedure could result in penalties such as removing the alteration.

Exterior

Remodeling

Procedure for remodeling or altering (including color or material changes to) the outside of your home.

CCR Division 3.3 states “No improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and location of the same have been submitted to and approved in writing by the Architectural Control Committee (ACC) in accordance with Division 3.10 of this Article 3. Any change in the outward improvement, including, but not limited to, repainting the same in a different color, adding decorative sculptures or art work, wrought iron grills, changing any manor in the exterior appearance or the like, shall also require approval in writing by the ACC before any work is commenced.”

Request for approval shall be submitted **prior to** commencing the erection, placement, addition to or alteration of any such improvements on any lot.

In the event that the ACC fails to approve or disapprove such plans and documents in writing within 30-days from the date of receipt by the Association, such plans and documents shall be deemed approved.

Construction, once approved, must be completed within the time period specified on the approved ACC request form; if the construction is not completed within that time, the homeowner must submit a subsequent ACC request form to request a time extension.

A request for a proposed improvement or alteration must be submitted to the

Architectural Committee through Wildwood Management Group at 2611 N. Main Ave. San Antonio, Texas 78216 or faxed to 210-733-3415. A copy of this request is located online at mypanthercreek.com.

Violations

What Are Our Governing Documents?

In order to establish a uniform plan for the use, occupancy , ownership and improvement of all residential lots for the benefit of the present and future owners of lots, certain reservations and restrictions have been implemented. These requirements are outlined in the Declaration of Protective Covenants, Conditions, and Restrictions (CCR), the Bylaws, Articles of Incorporation and this document, the Rules and Regulations (R&Rs).

Where Do I Find Them?

All of the governing documents can be found included in your closing documents. If you did not receive them from your title company you can download free copies from the Association website: mypanthercreek.com. Additionally, copies can be acquired from Wildwood Management Group or Condocerts.com for a minimal fee.

Penalties Associated With Them

It is important to be sure to abide by your community's rules and regulations.

Enforcement of the governing documents is in many instances delegated to the Management Company. To ensure that all homeowners are aware of the consequences of violations, a description of some of the more common enforcement actions and typical fees follows. The board may vary from this standard procedure and fine amount in its sole discretion provided that all statutory requirements are met:

A. 1st notice: Door hanger

B. 2nd notice: A certified letter will be sent to the homeowner, with the fee of the certified letter being passed on to the homeowner, notifying them of the specific violation. They will have ten (10) days to cure the violation. The letter will provide opportunity to cure (unless a similar letter was sent in the previous six months), and notice of a 30-day right to a hearing, and notice that attorneys fees and enforcement costs may be charged to the owner's account if the violation is not cured by a deadline.

C. 3rd notice: A fine of \$75.00 will be automatically assessed to the homeowner's account. An additional demand letter will be sent to the homeowner.

D. 4th notice: If the violation is not cured 30 days after the 3rd notice, a daily fine of \$10.00 will be assessed to the homeowner's account until the violation is cured, during which time the issue may be referred to the association's attorney to pursue legal action.

Photographs with the time and date of each violation may be taken and kept on file by the property manager.

4. If a homeowner fails to comply, legal action may be taken. The homeowner is responsible for all fees incurred by the Association when seeking resolution of any violation (including attorneys' fees).

The association may also deny (after notice an opportunity for hearing in accordance with state law) a violator the ability to use the common amenities for any period in which the owner is delinquent, and for a 60 day period for non-monetary violations (see Bylaws Section 8(1)(b)). The association may cure a violation on behalf of an owner (see CCR 2.4.10, 2.5.1, and 4.6.4).

Other Penalties

Due to the varying nature of violations, additional or different enforcement actions may be necessary. The following list defines actions that are typically taken in addition to or in place of the actions listed on the previous page. **The board may vary from any enforcement procedure described in these rules in its sole discretion provided that all statutory requirements are met.**

Noise

A fine of \$75.00 will be assessed for excessive noise after the proper notice(s) is sent. Evidence of noise violations include, and the board may require, a San Antonio Police Department citation or a written complaint submitted to the board for review and consideration.

Unauthorized Parking

If a violation of the Vehicle rules is not cured within 10-days after mailing of a certified mail notice of violation, a \$75 dollar fine may be assessed against the homeowner's account and an additional violation notice may be sent providing another 10 days to cure the violation. If the violation remains uncured after the 2nd 10-day duration, a fine of \$10 per day may be assessed to the homeowner's account and the issue may be forwarded to the Association's attorney for legal action.

Vehicles parked in the Sports Court/Pool Parking lots between 9:00 pm and 5:00 am may be towed at the owner's expense.

Vehicles not parked in designated parking spaces at the Sports Court/Pool parking lots may be towed at the owner's expense.

Take Note

Violating the rules can be costly. Be sure to read your declarations, by-laws and rules and regulations to ensure that you are aware of the policies and standards all residents must abide by.

Other Penalties

Owners of Inoperable vehicles parked on community street or driveways may receive a 10-day notice to remove the vehicle from the street. If after that 10-day period the vehicle has not been removed, it may be towed at the owner's expense. This includes but is not limited to vehicles with flat tires and/or expired registration or safety inspection stickers.

Vehicles leaking oil shall not be parked on the street or in driveways at any time. These vehicles are subject to enforcement and fines as defined on page 13.

No more than two vehicles per household (excluding guests) may be parked on the street at any one time.

Homeowners who fail to maintain landscaping or other portions of lot or home may receive a ten-day notice to cure the violation. If after 10-days the violation is not cured, the association may force mow the property, and provided that the statutorily-required certified mail notice has been given, a fine of \$150.00 may be assessed to the homeowner's account. The association reserves the right to issue a blanket notice, stating that anytime within 60-days after an initial 10-day notice of violation is provided to a homeowner, the association may proceed with a force mow or other exterior self-help remedies without any further notification.

Contractors/Builders

Homeowners/Builders are responsible for ensuring that all contractors they hire follow all association rules.

Contractors are only authorized to perform work during the following hours:

Monday through Friday: 7:00 am until 6:00 pm

Saturday and Sunday: 8:00 am until 5:00 pm

Contractors performing urgent or emergency repairs may perform work outside of these hours. Urgent or emergency repairs include, but are not limited to, work such as plumbing or HVAC repairs.

No loud music shall be played by Contractors/Builders while in the community.

Violations of these Contractor/Builder restrictions may result in a minimum fine of \$150 per occurrence. This fine will be assessed to the Homeowner or Builder whom the contractor is working for.

As always, please be considerate of neighbors and try to avoid scheduling noisy activities early in the morning.

General

Individual assessments. Any amounts charged to an Owner under these Rules and Regulations (such as fines, damage assessments, force mow costs) are deemed to be individual assessments and may be collected in the same manner as regular assessments under the Declaration, including lien and foreclosure rights to the extent permitted by law. The association may foreclose the lien in any manner authorized by state law, and shall expressly have a power of sale and right to appoint a Trustee to carry out such sale.

Non Waiver. The failure of the Association to enforce any provisions of the Declaration, Bylaws, rules, or procedures shall not constitute a waiver of the right to enforce the same thereafter. All remedies in the Declaration, Bylaws, and rules are cumulative and not exclusive.

Board decision to pursue enforcement action The decision to pursue enforcement action in any particular case shall be left to the board's discretion, except that the board shall not be arbitrary or capricious in taking enforcement action. For example, the board may determine that, in a particular case, (i) the association's position is not strong enough to justify taking any or further action, or the board does not have sufficient evidence to pursue an enforcement action; (ii) the covenant or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; (iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; (v) it is not in the association's best interest, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action; or (vi) the issue is one more appropriately addressed by law enforcement or other governmental body, in which case the board may contact, or advise the complaining party to contact, law enforcement or the appropriate governmental body .

Committees

Panther Creek has several committees that help maintain, protect and carry out a uniform plan for this beautiful neighborhood. If you are interested in participating in any committee please contact Wildwood.

Architectural Control Committee (ACC) ~ Approves all proposed improvements (fences, add-ons, landscaping, etc.) that will add to the value of the home and/or alter the outer appearance of the property. Exterior improvements effect everyone in the neighborhood, so be sure to contact the ACC approval before any improvements begin!

Social Committee ~ Encourages camaraderie and plans get-togethers and functions such as garage sales, Easter-egg hunts, National Night Out and fall social. This committee is dedicated to having a good time, and would love your participation!

Join In!

This neighborhood does not function by itself! We need your help.

Communication Committee ~ Helps to organize the neighborhood newsletter and also updates the neighborhood website. Ideal for the creative and innovative mind! Please refer to mypanthercreek.com for a list of current members and additional information.

Safety Committee ~ Promotes safety in our neighborhood. However, these programs are only effective when supported by the entire community! Education and involvement are key to keeping our neighborhood safe.

Emergency Contact Numbers

Your Management Team is:

Wildwood Management Group

2611 North Main

San Antonio, Texas 78212

Phone: 210.732.0000

Fax: 210.733.3415

www.wildwood-sa.com

Property Manager

Dana Ruppel: druppel@wildwood-sa.com (email)

If life-threatening emergency:

Call 911

FLAGS

1. General. An Owner may display flags only on his or her Lot and only in compliance with this Section. An Owner may not display flags on the Common Areas, or on any other lands owned or maintained by the Association, for any reason or at any time. An Owner may have one flag pole, or one residence-mounted flag mount, but not both.

2. Prior Approval Required. All flags, flagpoles, flag mounts, and related installations (e.g., flag lighting) must be approved in advance by the Association's ACC. An Owner desiring to display a permitted flag must submit plans to the ACC for each installation, detailing the dimensions, type, location, materials, and style/appearance of the flag(s), flagpole, flag mount(s), lighting and related installations. The Association's ACC shall have the sole discretion of determining whether such items and installations comply with this Section, subject to any appeal rights that may exist elsewhere in the Association's governing documents or under State law.

3. Permitted Flags. An Owner is permitted to display on his or her Lot the flag of the United States of America, the flag of the State of Texas, and/or an official or replica flag of any branch of the United States armed forces, subject to the restrictions contained in this Section.

Display of all other flags is prohibited. A pennant, banner, plaque, sign or other item that contains a rendition of a permitted flag does not qualify as a permitted flag under this Section.

4. Additional Requirements Related to Flags.
 - a. Flags must be displayed on an approved flag mount or flagpole. Flags may not be displayed in any other manner.
 - b. The U.S. and Texas flags must be hoisted, flown, and lowered in a respectful manner.
 - c. The U.S. and Texas flags must never be flown upside down and must never touch the ground.
 - d. No mark, sign, insignia, design, or advertising of any kind may be added to a flag.
 - e. If both the U.S. and Texas flags are displayed, they must be of approximately equal size.
 - f. If the U.S. and Texas flags are flown on one pole, the U.S. flag must be the highest flag flown and the Texas flag the second highest.
 - g. Only all-weather flags may be displayed during inclement weather.
 - h. Flags must be no larger than 3'x5' in size.

5. Materials and Appearance of Flag Mounts and Flag Poles. A flag mount attached to a dwelling or a freestanding flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials (per the discretion of the ACC used in the construction of the mount or flagpole and harmonious with the dwelling).

6. Additional Requirements for Flagpoles. The following additional requirements shall apply to flagpoles installed on Lots:
 - a. No more than one flagpole may be installed on a Lot;
 - b. The flagpole must be free-standing and installed vertically;
 - c. The flagpole must be no greater than 20 feet in height measured from grade level;
 - d. The location and construction of the flagpole must comply with applicable zoning ordinances, may not be located in any easements (including drainage easements), and comply with all setback requirements;
 - e. Unless otherwise approved by the ACC, the location of the pole must be within 10 feet of one of the side-most building lines of the home. The ACC may require the pole to be installed on a particular side; and
 - f. No trees may be removed for pole installation.

7. Lighting of Flag Displays. Any lights installed for the purpose of illuminating a flag must be pre-approved by the Association. Such light installations must be of a reasonable size and intensity and placed in a reasonable location, for the purpose of ensuring that the lights do not unreasonably disturb or distract other individuals. All flag illumination lighting must be specifically dedicated to that purpose. No other lighting, whether located inside or outside of the residence, may be directed toward a displayed flag for purposes of illuminating the flag (e.g., security flood or spot lights may not be oriented toward a displayed flag).

8. Maintenance. An Owner is responsible for ensuring that a displayed flag, flagpole, flag mount(s), lighting and related installations are maintained in good and attractive condition at all time at the Owner's expense. Any flag, flagpole, flag mount, light, or related installation or item that is in a deteriorated or unsafe condition must be repaired, replaced, or removed promptly upon the discovery of its condition.

9. Noise Restrictions. An Owner must ensure that external halyards (hoisting ropes) used in combination with the flagpole do not create an unreasonable amount of noise.

SOLAR ENERGY DEVICES

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary.
2. Prior Approval Required. **An Owner may install solar energy devices only on property solely owned and solely maintained by the Owner, and only in accordance with the restrictions provided herein.** Owners may not install solar energy devices except in accordance with the restrictions provided herein. Prior to installation of any solar energy device, the Owner must submit plans for the device and all appurtenances thereto to the ACC. The plans must provide an as-built rendering, and detail the location, size, materials, and color of all solar devices, and provide calculations of the estimated energy production of the proposed devices.
3. Definition. In this section, "solar energy device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. All solar devices not meeting this definition are prohibited.
4. Prohibited Devices. Owners may not install solar energy devices that:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. are located on property owned by the Association;
 - d. are located in an area owned in common by the members of the Association;
 - e. are located in an area on the property Owner's property other than:
 - i. on the roof of the home (or of another structure on the Owner's lot allowed under the Association's governing documents); or
 - ii. in a fenced yard or patio owned and maintained by the Owner;
 - f. are installed in a manner that voids material warranties;
 - g. are installed without prior approval by the ACC; or
 - h. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. *This determination may be made at any time, and the ACC may require removal of any device in violation of this or any other requirement.*
5. Limitations on Roof-Mounted Devices. If the device is mounted on the roof of the home, it must:
 - a. extend no higher than or beyond the roofline;

- b. be located only on the back of the home – the side of the roof opposite the street. The ACC may grant a variance in accordance with state law if the alternate location is substantially more efficient¹;
 - c. conform to the slope of the roof, and have all top edges parallel to the roofline;
 - d. not have a frame, a support bracket, or visible piping or wiring that is any color other than silver, bronze, or black tone commonly available in the marketplace.
6. Limitations on Devices in a Fenced Yard or Patio. If the device is located in a fenced yard or patio, it may not be taller than the fence line.
7. Solar shingles. Any solar shingles must:
- a. Be designed primarily to:
 - i. be wind and hail resistant;
 - ii. provide heating/cooling efficiencies greater than those provided by customary composite shingles; or
 - iii. provide solar generation capabilities; and
 - b. When installed:
 - i. resemble the shingles used or otherwise authorized for use on property in the subdivision;
 - ii. are more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use on property in the subdivision;
 - iii. match the aesthetics of the property surrounding the Owner's property.

RAIN BARRELS AND RAINWATER HARVESTING SYSTEMS

¹ If an alternate location increases the estimated annual energy production of the device more than 10 percent above the energy production of the device if located on the back of the home, the Association will authorize an alternate location in accordance with these rules and state law. It is the Owner's responsibility to determine and provide sufficient evidence to the ACC of all energy production calculations. All calculations must be performed by an industry professional.

1. Rain Barrels and Rainwater Harvesting Systems. Owners may install rain barrels or rainwater harvesting systems only with pre-approval from the Association, and only in accordance with the restrictions described in this Section .
2. Prohibited Locations. Owners are prohibited from installing rain barrels or rainwater harvesting systems, or any part thereof, in the following locations:
 - a. on property owned by the Association;
 - b. on property owned in common by the members of the Association; or
 - c. on property between the front of the Owner's home and an adjoining or adjacent street.
3. Pre-Approval Required for All Rain Barrels or Rainwater Harvesting Systems. Prior to any installation of any rain barrel or rain harvesting system (or any part thereof), prior written permission must be received from the ACC.

Owners wishing to install such systems must submit plans showing the proposed location, color(s), material(s), shielding, dimensions of the proposed improvements, and whether any part of the proposed improvements will be visible from the street, another lot, or a common area (and if so, what part(s) will be visible). The location information must provide information as to how far (in feet and inches) the improvement(s) will be from the side, front, and back property line of the Owner's property.

4. Color and Other Appearance Restrictions. Owners are prohibited from installing rain barrels or rainwater harvesting systems that:
 - a. are of a color other than a color consistent with the color scheme of the Owner's home;
 - b. display any language or other content that is not typically displayed by such a barrel or system as it is manufactured; or
 - c. are not constructed in accordance with plans approved by the Association.
5. Additional Restrictions if Improvements Visible. If any part of the improvement will be visible from the street, another lot, or common area, the Association may impose restrictions on the size, type, materials, and shielding of, the improvement(s) (through denial of plans or conditional approval of plans).

RELIGIOUS DISPLAYS

1. General. State statute allows owners to display certain religious items in the owner's entry, and further allows the association to impose certain limitations on such entry displays. The following rule outlines the limitations on religious displays in an owner's entry area. Notwithstanding any other language in the governing documents to the contrary, residents may display on the entry door or doorframe of the resident's dwelling one or more religious items, subject to the restrictions outlined in Paragraph 2 below. Allowed religious displays are limited to displays motivated by the resident's sincere religious belief.

2. Prohibited Items. No religious item(s) displayed in an entry area may:
 - a. threaten the public health or safety;
 - b. violate a law;
 - c. contain language, graphics, or any display that is patently offensive to a passerby;
 - d. be located anywhere other than the main entry door or main entry door frame of the dwelling;
 - e. extend past the outer edge of the door frame of the door; or
 - f. have a total size (individually or in combination) of greater than 25 square inches.

3. Remedies for Violation of this Section. Per state statute, if a religious item(s) is displayed in violation of this Section, the Association may remove the offending item without prior notice. This remedy is in addition to any other remedies the Association may have under its other governing documents or State law.

4. Seasonal Religious Holiday Decorations. This rule will not be interpreted to apply to otherwise-permitted temporary seasonal religious holiday decorations such as Christmas lighting or Christmas wreaths. The Board has the sole discretion to determine what items qualify as Seasonal Religious Holiday Decorations and may impose time limits and other restrictions on the display of such decorations. Seasonal Religious Holiday Decorations must comply with all other provisions of the governing documents, but are not subject to this Section.

5. Other displays. Non-religious displays in the entry area to an owner's dwelling and all displays (religious or otherwise) outside of the entry area to an owner's dwelling are governed by other applicable governing document provisions.

RECORD PRODUCTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary, including Bylaw Article XIII to the extent of any conflict.
3. Request for Records. The Owner or the Owner's authorized representative requesting Association records must submit a written request by certified mail to the mailing address of the Association or authorized representative as reflected on the most current filed management certificate. The request must contain:
 - a. sufficient detail to describe the books and records requested, and
 - b. an election either to inspect the books and records before obtaining copies or to have the Association forward copies of the requested books and records.
4. Timeline for record production.
 - a. If inspection requested. If an inspection is requested, the Association will respond within 10 business days by sending written notice by mail, fax, or email of the date(s) and times during normal business hours that the inspection may occur. Any inspection will take place at a mutually-agreed time during normal business hours, and the requesting party must identify any books and records the party desires the Association to copy.
 - b. If copies requested. If copies are requested, the Association will produce the copies within 10 business days of the request.
 - c. Extension of timeline. If the Association is unable to produce the copies within 10 business days of the request, the Association will send written notice to the Owner of this by mail, fax, or email, and state a date, within 15 business days of the date of the Association's notice, that the copies or inspection will be available.
5. Format. The Association may produce documents in hard copy, electronic, or other format of its choosing.
6. Charges. Per state law, the Association may charge for time spent compiling and producing all records, and may charge for copy costs if copies are requested. Those charges will be the maximum amount then-allowed by law under the Texas Administrative Code. The Association may require advance payment of actual or estimated costs. As of July, 2011, the maximum permitted charges are:
 - a. Paper copies - 10¢ per page

- b. CD - \$1 per disc
 - c. DVD - \$3 per disc
 - d. Labor charge for requests of more than 50 pages - \$15 per hour
 - e. Overhead charge for requests of more than 50 pages - 20% of the labor charge
7. Private Information Exempted from Production. Per state law, the Association has **no obligation** to provide information of the following types:
- a. Owner violation history
 - b. Owner personal financial information
 - c. Owner contact information other than the owner's address
 - d. Information relating to an Association employee, including personnel files
8. Existing Records Only. The duty to provide documents on request applies only to existing books and records. The Association has no obligation to create a new document, prepare a summary of information, or compile and report data.

RECORD RETENTION

1. Effective Date. Notwithstanding any language to the contrary and regardless of the date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Record Retention. The Association will keep the following records for at least the following time periods:
 - a. Contracts with terms of at least one year; 4 years after expiration of contract
 - b. Account records of current Owners; 5 years
 - c. Minutes of Owner meetings and Board meetings; 7 years
 - d. Tax returns and audits; 7 years
 - e. Financial books and records (other than account records of current Owners); 7 years
 - f. Governing documents, including Articles of Incorporation/Certificate of Formation,

Bylaws, Declaration, Rules, and all amendments; permanently

3. Other Records. Records not listed above may be maintained or discarded in the Association's sole discretion.

PAYMENT PLANS

1. Effective date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Eligibility for Payment Plan.

Standard payment plans. An Owner is eligible for a Standard Payment Plan (*see* Rule (3) below) *only if*:

- a. The Owner has not defaulted under a prior payment plan with the Association in the prior 24-month period;
- b. The Owner requests a payment plan no later than 30 days after the Association mails certified mail, return receipt requested notice to the Owner under Property Code §209.0064 (notifying the owner of the amount due, providing 30 days for payment, and describing the options for curing the delinquency). It is the Owner's responsibility to confirm that the Association has received the Owner's request for a payment plan within this 30-day period. It is recommended that requests be in writing; and
- c. The Association receives the executed Standard Payment Plan and the first payment within 15 days of the Standard Payment Plan being sent via email, fax, mail, or hand delivered to the Owner.

Other payment plans. An Owner who is not eligible for a Standard Payment Plan may still request that the Association's Board grant the Owner an alternate payment plan. Any such request must be directed to the person or entity currently handling the collection of the debt (i.e., the property manager or Association's attorney). The decision to grant or deny an alternate payment plan, and the terms and conditions for any such plan, will be at the sole discretion of the Association's Board.

3. Standard Payment Plans. The terms and conditions for a Standard Payment Plan are:

- a. Term. Standard Payment Plans are for a term of 6 months.
 - b. Payments. Payments will be made at least monthly and will be roughly equal in amount or have a larger initial payment (small initial payments with a large balloon payment at the end of the term are not allowed). Payments must be received by the Association at the designated address by the required dates and may not be rejected, returned or denied by the Owner's bank for any reason (i.e., check returned NSF). The Association may require ACH (auto debits) for plan payments.
 - c. Assessments and other amounts coming due during plan. The Owner will keep current on all additional assessments and other charges posted to the Owner's account during the term of the payment plan, which amounts may but need not be included in calculating the payments due under the plan.
 - d. Additional charges. The Owner is responsible for reasonable charges related to negotiating, preparing and administering the payment plan, and for interest in the amount of 18%, all of which shall be included in calculating the total amount due under the plan and the amount of the related payments. The Owner will not be charged late fees or other charges related to the delinquency during the time the owner is complying with all terms of a payment plan.
 - e. Contact information. The Owner will provide relevant contact information and keep same updated.
 - f. Additional conditions. The Owner will comply with such additional conditions under the plan as contained in the plan instrument.
 - g. Default. The Owner will be in default under the plan if the Owner fails to comply with any requirements of these rules or the payment plan agreement.
4. Account Sent to an Attorney/Agent for Formal Collections. An Owner does not have the right to a Standard Payment Plan after the 30-day timeframe reference in paragraph 2(b). Once an account is sent to an attorney or agent for collection, the delinquent Owner must communicate with that attorney or agent to arrange for payment of the debt. The decision to grant or deny the Owner an alternate payment plan, and the terms and conditions of any such plan, is solely at the discretion of the Board.
 5. Default. If the Owner defaults under any payment plan, the Association may proceed with any collection activity authorized under the governing documents or state law without further notice. If the Association elects to provide notice of default, the Owner will be responsible for all fees and costs associated with the drafting and sending of such notice. All late fees and other charges that

otherwise would have been posted to the Owner's account may also be assessed to the Owner's account in the event of a default.

Any payments received during a time an Owner is in default under any payment plan may be applied to out-of-pocket costs (including attorneys fees for administering the plan), administrative and late fees, assessments, and fines (if any), in any order determined by the Association, except that fines will not be given priority over any other amount owed but may be satisfied proportionately (e.g. a \$100 payment may be applied proportionately to all amounts owed, in proportion to the amount owed relative to other amounts owed).

6. Board Discretion. To the extent allowed by law, the Association's Board may vary the obligations imposed on Owners under these rules, including lengthening or shortening standard payment plan terms, on a case-by-case basis as it may deem appropriate and reasonable. No such action shall be construed as a general abandonment or waiver of these rules, nor vest rights in any other Owner to receive a payment plan at variance with the requirements set forth in these rules.
7. Legal Compliance. These payment plan rules are intended to comply with the relevant requirements established under Texas Property Code §209. In case of ambiguity, uncertainty, or conflict, these rules shall be interpreted in a manner consistent with all such legal requirements.

VOTING

1. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary, including Bylaws Article IV Section 5 to the extent of any conflict.
2. Voting Methods. In addition to voting methods allowed by the Association's governing documents, notwithstanding any language in the governing documents to the contrary, per state law, the Board of directors of the Association may in its discretion allow voting rights of owners to be exercised in any one or more of the following manners: in person, by proxy, by absentee ballot, or by electronic ballot.
3. Form of Proxy or Ballot. The Board may dictate the form for all proxies, ballots, or other voting instruments or vehicles. No form other than the form put forth by the Board will be accepted.
4. Absentee and Electronic Ballots. Any absentee ballot must contain notice language as required by state law. Any absentee or electronic ballot will be counted for quorum purposes only for items appearing on the ballot. Any vote cast at a meeting of the Association will supersede any absentee ballot or electronic ballot submitted by the Owner for that proposal. Any vote cast by absentee or electronic ballot will not be counted if the proposal voted on differs from the exact language on the absentee or electronic ballot.

NOTICE OF BOARD MEETINGS

1. Effective Date. Notwithstanding any language to the contrary and regardless of date of adoption of these rules, the effective date of this Section is January 1, 2012.
2. Conflict with Other Provisions. Per state law, this Section controls over any provision in any other Association governing document to the contrary, including Bylaws Article VII to the extent of any conflict.
3. Notice of Board Meetings. Except as otherwise provided in these rules, all regular and special Board meetings must be open to Owners, and notice of all regular and special Board meetings will be given either:
 - a. By mail to all Owners, at least 10 but no more than 60 days in advance of the meeting;
OR
 - b. By, at least 72 hours in advance of any meeting:
 - i. either posting notice in a conspicuous place in the common area (or with the Owner's permission, a conspicuous place on a private lot), *or* on an Association website, *and*
 - ii. emailing notice to all Owners who have registered their email address with the Association in accordance with these rules.

Notice pursuant to this section must contain the date, hour, place, and general subject of the meeting, including a general description of any matter to be brought up in executive session.

4. Exception to Notice Requirement. The notice described in (3) above is not required if:
 - a. The Board meets by telephone, email, or in any alternate manner whereby all directors speak their opinion and are heard (or the opinion/discussion can be read via email) by all other directors;
 - b. The Board acts by unanimous written consent on routine or administrative matters; *or*
 - c. The meeting is necessary to address an urgent or emergency situation that requires immediate action.

However, notice must be given per paragraph (3) above for any meeting at which the Board takes formal action (takes a binding vote) regarding: levying a fine; levying a damage assessments; initiation of foreclosure actions; initiation of enforcement actions (except for temporary restraining orders or violations involving a health or safety threat; increases in assessments; levying special assessments; appeals from denials of architectural control approval; or suspending rights of an Owner before the Owner has an opportunity to appear before the Board.

5. Definition of "Meeting"; Work Sessions. A meeting or other gathering at which one or more Board members is present is not a Board meeting for purposes of this rule unless formal action (a binding vote) is taken by the Board members at such meeting on behalf of the Association. For example, work sessions of the Board, provided no formal action is taken, do not require notice and need not be open to Owners.

TRANSFER FEES

1. **Transfer Fees.** In addition to fees for issuance of a resale certificate, fees are due upon the sale or other transfer of any property in accordance with the then-current fee schedule, including any fee charged by the Association's managing agent.

EMAIL ADDRESSES

1. **Email Addresses.** An Owner is required to keep a current email address on file with the Association if the Owner desires to receive email communications from the Association. Failure to supply an email address to the Association or to update the address in a manner required by these rules may result in an Owner not receiving Association emails. The Association has no duty to request an updated address from an Owner, in response to returned email or otherwise. The Association may require Owners to sign up for a group email, email list serve or other such email subscription service, or to utilize an email registration vehicle of the Board's choosing, in order to receive Association emails.
2. **Updating Email Addresses.** An Owner is required to notify the Association when email addresses change. Such notice must be in writing and delivered to the Association's managing agent by fax, mail, or email. In lieu of this in the Association's discretion, if available, an Owner must update his email address through the Association's website, list server, or other vehicle as directed by the Association. Any notice of email change provided to the Association's manager must be for the sole purpose of requesting an update to the Owner's email address. For example, merely sending an email from a new email address, or including an email address in a communication sent for any other purpose other than providing notice of a new email address, does not constitute a request to change or add the Owner's email in the records of the Association.

After recording, please return to:

Niemann & Heyer, L.L.P.

Attorneys At Law

Westgate Building, Suite 313

1122 Colorado Street

Austin, Texas 78701

Doc# 20120039260
Pages 39
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