

**NOTICE OF FILING for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF BEXAR**               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, subsequent to the filing of the original Dedictory Instruments there have been a number of changes to the Texas Property Code pertinent to property owner associations, and the Association has identified, through experience, elements in the current Dedictory Instruments that hinder effective management of the Subdivision because they are not included, are unclear or inadequate;

**WHEREAS**, Section 202.006 of the Texas Property Code provides that a property owners association must file each Dedictory Instrument governing the Association that has not been previously recorded in the real property records of the county(s) in which the Subdivision is located;

**NOW, THEREFORE**, the Board of the Association hereby declares that Property within the Subdivision are to be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision. These easements, covenants, restrictions and conditions run with the Property and are binding upon all parties having or acquiring any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and inure to the benefit of each Owner thereof.

Approved and adopted by the Board on this 31 day of August, 2021.

  
James Benson, President  
Wild Horse Vistas Homeowners Association, Inc.

STATE OF TEXAS

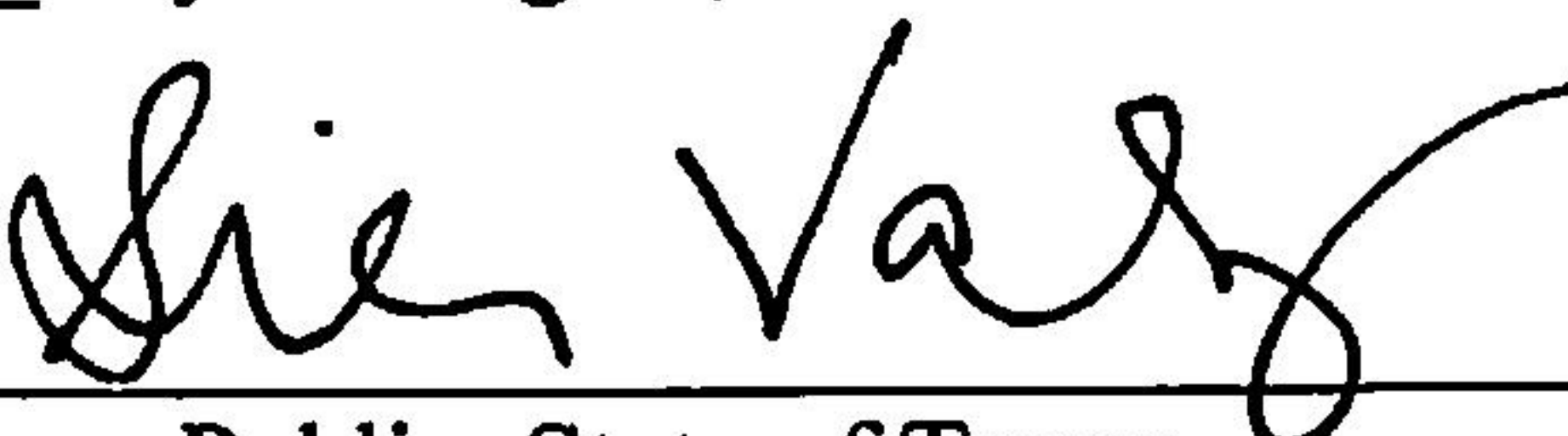
§  
§  
§

COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared James Benson, President of the Wild Horse Vistas Homeowners Association, Inc., a Texas non-profit corporation, known to be the person and officer whose name is subscribed to the foregoing Notice of Filing and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 31 day of August, 2021.



  
\_\_\_\_\_  
Notary Public, State of Texas

**NOTICE OF FILING for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**TABLE OF CONTENTS**

|            |  |         |
|------------|--|---------|
| Exhibit 1  | Guidelines for the Architectural Control Committee | Page 04 |
| Exhibit 2  | Collections Policy                                 | Page 10 |
| Exhibit 3  | Contract Bid Policy                                | Page 14 |
| Exhibit 4  | Guidelines for Covenant Violation Hearings         | Page 19 |
| Exhibit 5  | Golf Cart Policy                                   | Page 26 |
| Exhibit 6  | Leasing Information Policy                         | Page 30 |
| Exhibit 7  | Pandemic Exposure Policy                           | Page 33 |
| Exhibit 8  | Payment Plan Policy                                | Page 36 |
| Exhibit 9  | Religious Items Display Policy                     | Page 40 |
| Exhibit 10 | Security Measures and Fencing Policy               | Page 43 |
| Exhibit 11 | Swimming Pool Enclosure Policy                     | Page 47 |

# **EXHIBIT 1**

**GUIDELINES FOR THE ARCHITECTURAL CONTROL COMMITTEE for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS                   §  
  §  
COUNTY OF BEXAR               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 209.00505 of the Texas Property Code was added effective September 1, 2021 regarding the regulation of architectural review authority; and

**WHEREAS**, the Board of the Association desires to hereby establish Guidelines for the Architectural Control Committee consistent with the provisions of Section 209.00505 and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Guidelines for the Architectural Control Committee* (the “Guidelines”):

**GUIDELINES FOR THE ARCHITECTURAL CONTROL COMMITTEE**

1. The provisions of these Guidelines add to, and to the extent required by law, amend, Article VII of the Declaration.
2. Architectural Control Committee Membership.

A person may not be appointed or elected to serve on the Architectural Control Committee (the “Committee”) if the person is:

- a. a current board member;
- b. a current board member’s spouse; or
- c. a person residing in a current board member’s household.

3. Proposed Improvement Denial.

A decision by the Committee denying an application or request by an owner for the construction of improvements in the Subdivision (a "Proposed Improvement") may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:

1. Describe, in reasonable detail, the basis for the denial or the changes, if any, to the Proposed Improvement required as a condition to approval; and
2. Inform the Owner that the owner may request a hearing with the Board on **or before the 30th day** after the date the notice was sent to the Owner.

To request a hearing before the Board, the Owner must submit a written request to the Association's property manager (or the Board if there is no manager) **within thirty (30) days** after the date the notice by the Committee was sent to the Owner. Unless agreed upon otherwise, the Board shall hold the hearing **not later than the 30th day** after the date the Association receives an Owner's request for hearing.

The Association shall give the Owner **at least ten (10) days** advance notice of the date, time, and place of the hearing.

The Association or the Owner may request **one (1)** postponement of the hearing, and, if requested, shall be granted for a period of **not more than ten (10) days**. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. If the Owner or the Owner's designated representative fails to appear for a scheduled appeal hearing, the Board shall proceed with the hearing and consider all documentary evidence provided by the Owner, if any. An Owner is only entitled to **one (1)** hearing.

Pending the hearing, the Association may continue to exercise its other rights and remedies for the denial, if any, as if the declared denial was valid.

The hearing will be held in a closed or executive session of the Board. During the hearing, a member of the Board or the Association's designated representative and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's Proposed Improvement, and the changes, if any, requested by the Committee as a condition of approval.

The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party prior to the commencement of the audio recording.

The Board may set a reasonable time limit for the hearing, to be determined at the Board's sole and absolute discretion, considering factors, including, but not limited to, the

complexity of the issues and number of exhibits. The time limitation established by the Board will be strictly enforced and is intended to balance factors, including, but not limited to, allowing both the Association and the Owner ample time to present their respective cases and the volunteer Board's reasonably available time to consider such matters.

The Board may affirm, modify, or reverse, in whole or in part, any decision of the Committee. The Board is not required to deliberate or reach a determination during the hearing. All information presented at the hearing may be taken under advisement by the Board for future consideration. If no determination or resolution is reached during the hearing, the Association may inform the Owner of the Board's decision in writing **within thirty (30) days** of the date of the hearing. If there is no such communication from the Association **within thirty (30) days**, the Proposed Improvement shall be deemed denied.

All parties participating in the hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a hearing if the Board, in its sole and absolute discretion, determines the hearing has become unproductive and/or contentious.

Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the attached hearing agenda. [Exhibit A – Hearing Agenda].

4. Miscellaneous.

- a. Amendment. These Guidelines may be revoked or amended from time to time by the Board. These Guidelines will remain effective until the Association records an amendment in the Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between these Guidelines and any Dedicatory Instrument of the Association, these Guidelines control.
- c. Effective Date. These Guidelines are effective upon recordation in the Official Public Records of Bexar County, Texas.

**EXHIBIT A**

**HEARING AGENDA**

**Note:** A member of the Board or the Association's designated representative shall act as the Hearing Officer and preside over the hearing. The Hearing Officer will provide introductory remarks and administer the hearing agenda as stated below.

**I. Introduction.**

**Hearing Officer:** The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party at this time. The Board has convened for the purpose of holding a hearing requested by [Owner] to appeal the Committee's denial of the [Owner's] application or request for the construction of improvements concerning the property located at [Owner' Property Address].

The hearing is being conducted as required by Section 209.00505 of the Texas Property Code, and is an opportunity for the Owner to discuss, verify facts, and resolve the matter at issue. However, after both sides are given a reasonable opportunity to present their case, 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 30 days.

**II. Presentation of Facts.**

**Hearing Officer:** This portion of the hearing is to permit a member of the Board or the Association's designated representative to present the matters contained in the Committee's written notice of denial that was provided to the Owner and the opportunity to describe relevant documents, photographs, and/or communications. After the Association has finished its presentation, the Owner or the Owner's designated representative will be entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions during either party's presentation. It is requested that questions by the Owner be held until completion of the presentation by the Association.

[Presentations begin accordingly]

**III. Discussion.**

**Hearing Officer:** This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the Committee denial and the Owners Proposed Improvement. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute. The Hearing Officer retains the right to conclude this portion of the hearing at any time.

**IV. Resolution.**

**Hearing Officer:** This portion of the hearing is to permit discussion between the Board and the Owner regarding the final terms of resolution, if any.

If no resolution is reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; or (ii) request that the Board take the matter under advisement and adjourn the hearing.

# **EXHIBIT 2**

**COLLECTIONS POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                     §  
   §  
**COUNTY OF BEXAR**               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”), including the obligation of the Owners to pay the Association for properly levied regular and special maintenance assessments;

**WHEREAS**, Chapter 209 of the Texas Property Code, entitled the “Texas Residential Property Owners Protection Act,” (the “Act”) governs procedures for collection of due and unpaid regular and special maintenance assessments; and

**WHEREAS**, the Board the Association desires to hereby establish a Collections Policy consistent with the Act and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Collections Policy* (the “Policy”):

**COLLECTIONS POLICY**

1. **Due Date.** Regular maintenance assessments are assessed annually and are due and payable on January 1<sup>st</sup> of each calendar year.
  
2. **Delinquent.** Any assessment not fully paid within thirty (30) days of its due date is considered delinquent. When an Owner’s account becomes delinquent, it remains delinquent until paid in full. Partial payments on delinquent accounts will not be accepted outside a fully executed payment plan in accordance with the Association’s Payment Plan Policy filed contemporaneously with this Policy in the Official Public Records of Bexar County, Texas.

3. Interest and Administrative Fees. All delinquent assessments shall bear interest from the date of the delinquency at eighteen percent (18%) per annum or the maximum rate of interest allowed by law until paid in full. Reasonable late and administrative fees incurred by the Association shall be added to each Owner's account as stated below.
4. Insufficient Funds. Any payment returned to the Association or its Agent marked "insufficient funds," or the equivalent, shall be subject to a return check fee.
5. Waiver. Properly levied interest, administrative fees, and collection costs (including those of a third-party collection agent), and related fees may only be waived by a majority vote of the Board.
6. Credit Reporting.
  - a. The Association or the Association's third-party collection agent may not report any delinquent fines, fees, or assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association.
  - b. The Association may report the delinquent payment history of assessments, fines, and fees of Owners within its jurisdiction to a credit reporting service only if:
    - i. at least 30 business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the parties, a detailed report of all delinquent charges owed; and
    - ii. the Owner has been given the opportunity to enter into a payment plan.
  - c. The Association may not charge a fee to an individual property owner for credit reporting services of the delinquent payment history of assessments, fines, and fees of property owners within the Association's jurisdiction.
7. Collection of Delinquent Accounts.
  - a. All delinquent accounts shall bear interest at the rate contemplated above and be subject to late fees and administrative fees.
  - b. If an account remains delinquent for a period of thirty (30) days, the Association and/or its Agent shall send a "courtesy notice" to the Owner via email, regular mail, and/or certified mail advising them of the delinquency and requesting that they make payment within thirty (30) days.

- c. If an account remains delinquent for period of sixty (60) days, then the Association or its Agent shall send a formal demand for payment via certified mail pursuant to Texas Property Code Section 209.0064 (a “Formal Demand Letter”). An administrative charge may be added to the Owners account. If the Owner fails to pay in full or enter into a written payment plan agreement within forty-five (45) days of the date of the Formal Demand Letter, or defaults on an approved payment plan, then an additional administrative fee may be added to the Owner’s account and the Association or its Agent may turn the delinquent account over to a third-party collection agent, including the Association’s attorney for formal collection action.
  - d. Formal collection action includes, but is not limited to, reporting to a credit reporting service, sending a thirty (30) day attorney demand letter, filing a Notice of Lien or similar instrument in the official public records, and the filing of a lawsuit seeking judgment against the Owner for all unpaid amounts, including costs of collection, and foreclosure of the Association’s lien.
8. Costs of Third-Party Collection Agents. Any reasonable costs or fees incurred by the Association from a third-party collection agent, including the Association’s attorney, shall be added to the delinquent Owner’s account balance.
9. Priority of Payments. Unless an Owner is in default under a payment plan with the Association, all payments received from any Owner will be applied to the Owner’s delinquency in accordance with the order of priority contemplated by Texas Property Code Section 209.0063. All payments received from an owner that is in default of a payment plan will be applied to the Owner’s delinquency as follows: (1) costs; (2) attorney’s fees; (3) interest; (4) late fees; (5) delinquent assessments; (6) current assessments; and (7) fines.
10. Miscellaneous.
  - a. Amendment. 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 Official Public Records of Bexar County, Texas.
  - b. Conflict. 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. Likewise, to the extent that any portion of this Policy conflicts with the Association’s Payment Plan Policy, the terms of Payment Plan Policy shall control.
  - c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

# **EXHIBIT 3**

**CONTRACT BID POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                                   §  
   §  
**COUNTY OF BEXAR**                               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 209.0052 of the Texas Property Code was amended effective September 1, 2021 to require the use of a bid policy established by the Association for proposed contracts for services that shall cost in excess of fifty thousand dollars (\$50,000.00); and

**WHEREAS**, the Board of the Association desires to hereby establish a Contract Bid Policy consistent with the provisions of Section 209.0052 of the Texas Property Code and to provide transparency and guidance to its membership.

**NOW THEREFORE**, the Board has duly adopted the following *Contract Bid Policy* (the “Policy”):

**CONTRACT BID POLICY**

**Applicability.** This Policy shall apply to all proposed Association contracts for services that shall cost in excess of fifty thousand dollars (\$50,000.00), including both onetime fixed-price contracts and term contracts. The value of a term contract shall be calculated by adding all of the payments due under the contract during the contract term. Nothing herein shall prohibit the Board, at its sole discretion, from utilizing this Policy for contracts for services that shall cost less than fifty thousand dollars (\$50,000.00).

**Purpose.** This Policy is intended to satisfy the Association’s obligation to establish a contract bid policy for proposed Association contracts for services that shall cost in excess of fifty thousand

dollars (\$50,000.00) and to promote maximum competition in awarding contracts in order to obtain the best contract value for the Association.

Procedure. The Association shall issue a Request for Proposal (“RFP”) for all contracts subject to the terms of this policy.

A. Issuance of the RFP. A RFP shall generally include the following:

1. Subject. A general overview of the project, including an outline of the required services and information regarding how the Association expects the services to be performed;
2. Contact. Identify the Association’s point of contact where all correspondence concerning RFP should be directed;
3. Budget and Schedule. State the Association’s budget for the project and expected completion timeline;
4. Scope of Services. Identify the required scope of services the Association seeks to procure;
5. Vendor Questionnaire. A vendor questionnaire should be specific to the RFP to ensure a vendor is capable of providing the required services. When applicable to a particular project, it should require proof that all vendors are properly licensed, bonded, and insured;
6. Proposal Requirements. Identify the required form of responses;
7. Criteria for Selection. State what criteria and weights will be used to evaluate the RFPs;
8. Place and Date of Submission. Identify date, time, place, and manner of when and how proposals are due. No proposals are to be accepted after this time; and
9. Schedule. Include the Association’s internal proposed timeline for the review, evaluation and award of contract.

B. Release of the RFP.

1. Upon completion of the RFP, the Association shall release and distribute the RFP to as many potential proposers as reasonably practicable, but no less than three (3);
2. The Association shall ensure that sufficient time is given to potential proposers to prepare complete and comprehensive responses worthy of the Association’s consideration; and
3. Amendments or addenda to the RFP may be issued by the Association. Extending the due date of responsive proposals shall be considered if substantial changes are made to the RFP.

C. Mistakes, Errors, and Withdrawal of Proposals.

1. Any proposal, request for withdrawal, or modification of a responsive proposal that is not received by the designated date, time, place and in the manner prescribed by the RFP shall be deemed late and shall not be considered.

D. Negotiation.

1. At the sole discretion of the Board, negotiations may be held with entities that have responded to the RFP;
2. The Board may negotiate with entities it has deemed likely to be awarded a contract in light of responses received to the RFP;
3. All proposers shall be treated fairly in negotiations; and
4. During negotiations, the Association nor any of its agents shall disclose any information for a competing proposal or advise a proposer of its standing relative to another proposer.

E. Best and Final Offers.

1. Proposers may be requested to revise their proposals by submitting a Best and Final Offer (“BAFO”), as determined by the Association. The request can include one or multiple elements of the RFP;
2. The Association shall establish the date, time, place and manner of delivery required for the BAFO; and
3. A proposer’s previous offer shall be deemed final unless a modification or BAFO is submitted as requested.

Emergency Circumstances. An emergency circumstance is one that creates an immediate and serious need for services or goods to protect property or the health and safety of the Association’s members. In the event of an emergency circumstance that requires the Association to enter into a contract for services that may cost in excess of fifty thousand dollars (\$50,000.00), the Association is not required to comply with the terms of this Policy. In an emergency circumstance, the Association should attempt to contract with vendors for which it has had preexisting relationships and/or knowledge of the reputation of the vendor or the vendor’s goods or services. Emergency purchases shall be made on a competitive basis, if reasonably practicable.

Miscellaneous.

- a. Amendment. 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 Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
- c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

# **EXHIBIT 4**

**GUIDELINES FOR COVENANT VIOLATION HEARINGS for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 209.007 of the Texas Property Code was added effective September 1, 2021 regarding additional requirements related to an Owner’s request for hearing to discuss and verify facts in an attempt to resolve a curable covenant violation as contemplated by Section 209.006 of the Texas Property Code; and

**WHEREAS**, the Board of the Association desires to hereby establish Guidelines for Covenant Violation Hearings consistent with the provisions of Section 209.007 and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Guidelines for Covenant Violation Hearings* (the “Guidelines”):

**GUIDELINES FOR COVENANT VIOLATION HEARINGS**

To request a hearing before the Board, the Owner must submit a written request to the Association’s property manager (or to the Board of Directors, if there is no manager) **within 30 days** after the date of the covenant violation notice. The Board shall hold the hearing **not later than the 30th day** after the date the Association receives an Owner’s request for hearing.

The Association shall give the Owner **at least 10 days** advance notice of the date, time, and place of the hearing, and provide a packet to the Owner containing all documents, photographs, and communications related to the matter the Association intends to introduce at the hearing. [Exhibit A – Evidence Packet Checklist].

The Association or the Owner may request **1 postponement** of the hearing, and, if requested, shall be granted for a period of not more than **10 days**. If the Association fails to provide the Owner the evidence packet **at least 10 days** in advance of the hearing, the Owner is entitled to an automatic **15-day postponement** of the hearing. The hearing will be scheduled to provide a reasonable opportunity for both the Board and the Owner to attend. If the Owner or the Owner's designated representative fails to appear for a scheduled hearing, the Board shall proceed with the hearing and consider all documentary evidence provided by the Owner, if any.

Pending the hearing, the Association may continue to exercise its other rights and remedies for the violation, as if the declared violation were valid. The Owner's request for a hearing suspends only the levy of a fine [if applicable].

The hearing will be held in a closed or executive session of the Board. During the hearing, a member of the Board or the Association's designated representative shall first present the Association's case against the owner. An Owner or the owner's designated representative is entitled to present the owner's information and issues relevant to the dispute. At the hearing, the Board should consider the facts and circumstances surrounding the covenant violation.

The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party prior to the commencement of the audio recording.

The Board may set a reasonable time limit for the hearing, to be determined at the Board's sole and absolute discretion, considering factors, including, but not limited to, the complexity of the issue(s). The time limitation established by the Board will be strictly enforced and is intended to allow both the Association and the Owner ample time to present their respective cases and the volunteer Board's reasonably available time to consider such matters.

The Board is not required to deliberate or reach a determination during the hearing. All information presented at the hearing may be taken under advisement by the Board for future consideration. If no determination or resolution is reached during the hearing, the Association may inform the Owner of the Board's decision in writing within thirty (30) days of the date of the hearing. If there is no such communication from the Association **within thirty (30) days**, the violation shall be deemed to exist.

All parties participating in the hearing are expected to treat each other professionally and respectfully. The Board reserves the right to terminate a hearing if the Board, in its sole and absolute discretion, determines the hearing has become unproductive and/or contentious.

Unless otherwise agreed by the Board, each hearing shall be conducted in accordance with the attached hearing agenda. [Exhibit B – Hearing Agenda].

Miscellaneous.

- a. Amendment. These Guidelines may be revoked or amended from time to time by the Board. These Guidelines will remain effective until the Association records an amendment in the Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between these Guidelines and any Dedicatory Instrument of the Association, these Guidelines control.
- c. Effective Date. These Guidelines are effective upon recordation in the Official Public Records of Bexar County, Texas.

**EXHIBIT A**

**EVIDENCE PACKET CHECKLIST**

The following items are a non-exhaustive list of materials for the hearing.

**Documents:**

- Declaration (relevant excerpts)
- Bylaws (relevant excerpts)
- Rules and Regulations (relevant excerpts)
- Policies (relevant policies)
- ACC Design Guidelines (relevant excerpts)
- ACC Design Review Procedures (relevant excerpts)
- Board Meeting Minutes wherein violation at issue was discussed

**Photographs or Videos:**

- Covenant Violation
- Damage to Common Area
- Damage to Neighboring Property
- Other relevant photos or videos

**Communications** (including letters, e-mails, facsimiles, text messages, and voice recordings):

- Management Company to Owner
- Owner to Management Company
- Board Member to Owner
- Owner to Board Member
- Neighbor to Management Company re: violation [Redacted]
- Neighbor to Board Member re: violation [Redacted]

**EXHIBIT B**

**HEARING AGENDA**

**Note:** A member of the Board or the Association's designated representative shall act as the Hearing Officer and preside over the hearing. The Hearing Officer will provide introductory remarks and administer the hearing agenda.

**I. Introduction.**

**Hearing Officer:** The Association or the Owner may make an audio recording of the hearing. If either party intends to make an audio recording of the hearing, such party shall so advise the other party at this time. The Board has convened for the purpose of holding a hearing requested by [insert Owner name] related to a covenant violation concerning the property located at [Owner' Property Address].

The hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Owner to discuss, verify facts, and resolve the matter at issue. However, after both sides are given a reasonable opportunity to present their case, the Board may elect to take the matter under advisement and conclude the hearing, pursuant to these Guidelines.

**II. Presentation of Facts.**

**Hearing Officer:** This portion of the hearing is to permit a member of the Board or the Association's designated representative to present the Association's case against the Owner and the opportunity to describe the documents, photographs, and communications contained in the packet provided to the Owner. After the Association has finished its presentation, the Owner or the Owner's designated representative will be entitled to present the Owner's information and issues relevant to the dispute. The Board may ask questions during either party's presentation. It is requested that questions by the Owner be held until completion of the presentation by the Association.

[Presentations begin accordingly]

**III. Discussion.**

**Hearing Officer:** This portion of the hearing is to permit the Board and the Owner to discuss factual disputes relevant to the violation. Discussion should be productive and designed to seek, if possible, an acceptable resolution of the dispute.

The Hearing Officer retains the right to conclude this portion of the hearing at any time.

**IV. Resolution.**

**Hearing Officer:** This portion of the hearing is to permit discussion between the Board and the Owner regarding the final terms of resolution, if any.

If no resolution is reached, the Hearing Officer may: (i) request that the Board enter into executive session to discuss the matter; or (ii) request that the Board take the matter under advisement and adjourn the hearing.

# **EXHIBIT 5**

**GOLF CART POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                               §  
   §  
**COUNTY OF BEXAR**                       §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 551.304 and Section 551.403 of the Texas Transportation Code were amended effective September 1, 2021 regarding the operation of neighborhood electric vehicles and golf carts within residential subdivisions as defined in Section 202.002(9) of the Texas Property Code; and

**WHEREAS**, the Board of the Association desires to hereby establish a Golf Cart Policy consistent with the Texas Transportation Code and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Golf Cart Policy* (the “Policy”):

**GOLF CART POLICY**

1. Definitions.
  - a. Golf carts. “Golf carts” as used herein shall have the definition assigned under Section 551.401 of the Texas Transportation Code, as may be amended, namely, a motor vehicle designed by the manufacturer primarily for use on a golf course.
  - b. Neighborhood electric vehicles. In addition to the foregoing, “golf carts” as used in this Policy, shall also include the definition of “neighborhood electric vehicle” assigned under Section 551.301 of the Texas Transportation Code, as may be

amended, namely, a vehicle that can attain a maximum speed of 35 miles per hour on a paved level surface and otherwise complies with Federal Motor Vehicle Safety Standard 500 (49 C.F.R. Section 571.500).

- c. All-terrain vehicles. For purposes of this Policy, the term “golf carts” shall not include all-terrain vehicles (“ATV’s”), recreational off-highway vehicles (“ROV’s”), or any other type of vehicles, whether gas powered or electric, the operation of which within the community is prohibited.

2. Policy.

- a. Golf carts must be parked and stored out of public view when not in use.
- b. Golf carts may only be operated by a person with a valid driver’s license, or a person accompanied by a parent or guardian with a valid state issued driver’s license.
- c. Golf carts may only be operated on the streets within the Subdivision. Golf carts shall not be operated, parked, or stored on sidewalks, grass, greenbelts, easements, or any other Common Areas.
- d. Golf carts are to be operated with the utmost courtesy, care and consideration for the safety of the operator, passengers, pedestrians and the Subdivision. Pedestrians shall be given the right-of-way at all times.
- e. Golf carts shall not be operated in a manner that may endanger operators, passengers or other individuals (pedestrians), or harm property in the Subdivision. Dialing and/or texting on mobile phones or manipulating other devices is prohibited while operating a golf cart.
- f. The number of passengers which may ride in a golf cart is limited to the number of seats provided in the golf cart. Do not exceed the passenger limit, seating designation, capacity, or load capacity designated by the golf cart’s manufacturer.
- g. All golf cart passengers must remain seated during operation of the golf cart. All passengers in the golf cart shall keep hands, arms, legs and feet within the confines of the golf cart at all times when the golf cart is in motion.
- h. Each golf cart operator is solely responsible for the operation of the golf cart and any damages caused or occasioned by such operation.
- i. All golf carts must be properly maintained according to the standard of the golf cart’s manufacturer.

- j. Any golf cart being operated at night (after sunset and before sunrise) must have working front and taillights.
- k. Golf carts shall be operated in compliance with the common “rules of the road,” adhering to all traffic laws and regulations, regardless of whether they are being operated on service drives, sidewalks or roadways.

3. Miscellaneous.

- a. Amendment. 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 Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
- c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas and supersede any guidelines for golf carts outlined herein which may have been previously been in effect. Except as affected by relevant provisions of the Texas Transportation Code and/or by this Policy, all other provisions contained in the Declaration or any other Dedicatory Instrument of the Association shall remain in full force and effect.

# **EXHIBIT 6**

**LEASING INFORMATION POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF BEXAR**               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 209.016 of the Texas Property Code was amended effective September 1, 2021, regarding the regulation of residential leases or rental agreements; and

**WHEREAS**, the Board of the Association desires to hereby establish a Leasing Information Policy consistent with the provisions of Section 209.016 and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Leasing Information Policy* (the “Policy”):

**LEASING INFORMATION POLICY**

1. All leases within the Subdivision shall comply with Article IX, Section 8 of the Declaration.
2. A property owner that is currently, or intends to, lease/rent their property to tenant(s) must provide the Association with the following information for each person above the age of eighteen (18) residing at the property:
  - (a) Name(s);
  - (b) Mailing address(s);
  - (c) Phone number(s); and
  - (d) E-mail address(s).

3. In addition to the foregoing information, a property owner must also provide the Association with the commencement date and term of the lease for all current and/or future leases.
4. A property owner must provide the Association with the above information within thirty (30) days of the effective date of this Policy for leases already in effect, or within thirty (30) days of the commencement date of future leases.
5. The foregoing information shall be provided to the Association through the property manager as reflected on the Association's most current Management Certificate filed in the Official Public Records of Bexar County, Texas.
6. Miscellaneous.
  - a. Amendment. 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 Official Public Records of Bexar County, Texas.
  - b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
  - c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

# **EXHIBIT 7**

**PANDEMIC EXPOSURE POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                    §  
   §  
**COUNTY OF BEXAR**               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 148.003 of the Texas Civil Practice and Remedies Code was adopted effective June 14, 2021, regarding liability for causing exposure to a pandemic disease; and

**WHEREAS**, the Board of the Association desires to hereby establish a Pandemic Exposure Policy consistent with the provisions of Section 148.003 and to additionally provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Pandemic Exposure Policy* (the “Policy”):

**PANDEMIC EXPOSURE POLICY**

A person, including but not limited to Board Members and/or employees of the Association, is not liable for injury or death caused by exposing an individual to a pandemic disease during a pandemic emergency unless the claimant establishes that:

1. The person who exposed the individual:
  - A. Knowingly failed to warn the individual of or remediate a condition that the person knew was likely to result in the exposure of an individual to the disease, provided that the person:
    - i. Had control over the condition;

- ii. Knew that the individual was more likely than not to come into contact with the condition; and
  - iii. Had a reasonable opportunity and ability to remediate the condition or warn the individual of the condition before the individual came into contact with the condition; or
- B. Knowingly failed to implement or comply with government-promulgated standards, guidance, or protocols intended to lower the likelihood of exposure to the disease that were applicable to the person or the person's business, provided that:
- i. The person had a reasonable opportunity and ability to implement or comply with the standards, guidance, or protocols;
  - ii. The person refused to implement or comply with or acted with flagrant disregard of the standards, guidance, or protocols; and
  - iii. The government-promulgated standards, guidance, or protocols that the person failed to implement or comply with did not, on the date that the individual was exposed to the disease, conflict with government-promulgated standards, guidance, or protocols that the person implemented or complied with; and
2. Reliable scientific evidence shows that the failure to warn the individual of the condition, remediate the condition, or implement or comply with the government-promulgated standards, guidance, or protocols was the cause in fact of the individual contracting the disease.

Miscellaneous.

- a. Amendment. 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 Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
- c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

# **EXHIBIT 8**

**PAYMENT PLAN POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS** §  
  §  
**COUNTY OF BEXAR** §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Chapter 209 of the Texas Property Code was amended effective January 1, 2012 to add Section 209.0062, as amended effective September 1, 2015, requiring the Association to offer members alternative payment schedules for delinquent regular or special assessments, or any other amounts owed the Association; and

**WHEREAS**, the Board of the Association desires to hereby establish a Payment Plan Policy consistent with the provisions of Section 209.0062 and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Payment Plan Policy* (the “Policy”):

**PAYMENT PLAN POLICY**

1. Subject to Section 11 & 12 below, Owners are entitled to make partial payments for delinquent amounts owed to the Association under an approved payment plan in compliance with this Policy (a “Payment Plan”).
2. Late fees, penalties, and delinquent collection related fees will not be added to the Owner’s account during the period the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and is subject to change from time to time. Interest will continue to accrue during the period

of the plan as allowed under the Declaration. The Association may provide an estimate of the amount of interest which may accrue under any proposed Payment Plan.

3. All Payment Plans must be in writing on a form provided by the Association and signed by the Owner(s) (the "Payment Plan Form").
4. The Payment Plan becomes effective and is designated as "active" upon:
  - a. Receipt of a fully completed and signed Payment Plan Form; and
  - b. Receipt of the first payment under the Payment Plan; and
  - c. Acceptance by the Association as compliant with this Policy.
5. For Regular Assessments that are delinquent, a Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines provided below. The durations listed below are provided as guidelines to assist Owners in submitting a Payment Plan.
  - a. Total balance up to 2 times the annual assessment...up to 6 months.
  - b. Total balance up to 3 times the annual assessment...up to 12 months.
  - c. Total balance greater than 3 times the annual assessment...up to 18 months.

On a case-by-case basis, and upon request of the Owner, the Board may approve an individual Payment Plan exceeding eighteen (18) months in length.

6. Upon request of the Owner, the Association may allow, but shall have no obligation, to approve a Payment Plan for properly levied Special Assessments. The Board shall take into consideration the size of the Special Assessment and the urgency of the need of the Special Assessment.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. The Owner shall be required to pay all future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an Owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the Owner that the Payment Plan has been voided. It shall be considered a default of the Payment Plan, if the Owner:
  - a. fails to return a signed Payment Plan Form with the initial payment;
  - b. misses a payment due in a calendar month;
  - c. makes a payment for less than the agreed upon amount; or

- d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
10. If a Payment Plan is voided, the full amount due by the Owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declaration and applicable law.
11. The Association has no obligation to accept a Payment Plan from any Owner who has defaulted on the terms of a Payment Plan within the previous two (2) years.
12. On a case-by-case basis, however, the Association may agree, but shall have no obligation to do so, to reinstate a voided Payment Plan once during the duration of the Payment Plan period if all missed payments are made up at the time the Owner submits a written request for reinstatement.
13. The Association is not required to allow an Owner to enter into a Payment Plan more than once in any 12-month period. On a case-by-case basis, however, the Association may agree, but shall have no obligation to do so, to make a Payment Plan available to an Owner more than once in any 12-month period.
14. Miscellaneous.
  - a. Amendment. 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 Official Public Records of Bexar County, Texas.
  - b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
  - c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

# **EXHIBIT 9**

**RELIGIOUS ITEMS DISPLAY POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

STATE OF TEXAS                    §  
  §  
COUNTY OF BEXAR               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 202.018 of the Texas Property Code was amended effective May 31, 2021, regarding the regulation of the display of certain religious items; and

**WHEREAS**, the Board of the Association desires to hereby establish a Religious Items Display Policy consistent with the provisions of Section 202.018 and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Religious Items Display Policy* (the “Policy”):

**RELIGIOUS ITEMS DISPLAY POLICY**

1. A property owner or resident may display or affix religious items to their property. Such items include those related to any faith that is motivated by the owner’s or resident’s sincere religious belief.
2. To the extent allowed by the Texas Constitution and the United States Constitution, any such displayed or affixed religious items may not:
  - a. Threaten the public health or safety;
  - b. Violate a law other than a law prohibiting the display of religious speech;or

- c. Contain language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
3. Religious items may be displayed only on the private property owned by the record title owner. Religious items may not be displayed or affixed on:
  - a. Property owned or maintained by the Association
  - b. Property owned in common by members of the Association;
  - c. Property effected by any valid building line, right-of-way, setback, or easement; or
  - d. Any traffic control device, street lamp, fire hydrant, utility sign, pole, or fixture.
4. Approval from the Association is not required for displaying religious items in compliance with this Policy.
5. This Policy will not be interpreted to apply to otherwise permitted temporary seasonal holiday decorations, such as lighting, wreaths, and/or yard decorations. To the extent such temporary seasonal holiday decorations are not of a religious nature, the Board has the sole discretion to determine what items qualify as temporary seasonal holiday decorations and may impose time limits and other restrictions on the display of such decorations. Temporary seasonal holiday decorations may not be installed more than forty-five (45) days before the respective holiday and shall be removed no later than thirty (30) days after the same holiday.
6. Miscellaneous.
  - a. Amendment. 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 Official Public Records of Bexar County, Texas.
  - b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
  - c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

# **EXHIBIT 10**

**SECURITY MEASURES AND FENCING POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                     §  
  §  
**COUNTY OF BEXAR**               §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the "Subdivision") is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration");

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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");

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the "Dedictory Instruments");

**WHEREAS**, Section 202.023 of the Texas Property Code was added effective September 1, 2021 regarding the regulation of security measures and perimeter fencing; and

**WHEREAS**, the Board of the Association desires to hereby establish a Security Measures and Fencing Policy consistent with the provisions of Section 202.023 and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Security Measures and Fencing Policy* (the "Policy"):

**SECURITY MEASURES AND FENCING POLICY**

1.     ACC Approval. A property owner or resident may install a security camera, motion detector, lighting, window/door security, entry-way enclosure, perimeter fence, and/or other security measures (collectively, "Security Measures") with the advanced written approval of the ACC in accordance with Article/Section VII of the Declaration, subject to this Policy. Doorbell cameras, security cameras, motion detectors (i.e. Ring, Nest, etc.) and lighting may be affixed to the primary residence on any Lot without the prior approval of the ACC, subject to this Policy.
  
2.     Placement of Security Measures. Security Measures may be installed only on the private property owned by the record title owner. Security Measures may not be installed on:

- a. Property owned or maintained by the Association;
- b. Property owned in common by members of the Association; or
- c. Property effected by any valid building line, right-of-way, setback, or easement.

Security Measures shall be installed and positioned to minimize intrusion of privacy and prevent the invasion of the quiet use and enjoyment of neighboring Lots.

3. Window/Door Security and Front Entry Way Enclosures. All window/door security, including, but not limited to, burglar bars, window security screens, or security doors, and front entry way enclosures, shall be black in color unless otherwise approved in writing by the ACC. Burglar bars shall be comprised of horizontally framed wrought iron and vertical open-air wrought iron pickets. The finished side of all window/door security and front entry way enclosures shall face the street or adjoining Lots. Decorative or ornate elements are prohibited.
4. Perimeter Fencing. Unless specified otherwise, "perimeter fencing" shall include both front and back yard fencing. All perimeter fencing shall be subject to the following provisions:
  - a. Perimeter fencing may not obstruct sight lines or otherwise interfere with public use of a street, sidewalk, right-of-way, or other applicable easement.
  - b. No perimeter fence shall be constructed in such a manner as to impede or alter the natural surface water drainage of the property upon which the fence is constructed or any adjoining property.
  - c. The finished side of all perimeter fencing shall face the street and any adjoining properties.
  - d. Back yard fencing may not exceed six feet, six inches (6'6"). Back yard fencing must consist of cedar wood. All paint and/or stain colors must be neutral in color and either transparent or semi-transparent. All paint and/or stain colors must be included in the ACC application.
  - e. Front yard fencing may not exceed three (3') feet in height. Front yard fencing must consist of: (i) cedar wood with a minimum of three (3') inches between pickets; or (ii) open rail wrought iron. All paint and/or stain colors must be neutral in color and either transparent or semi-transparent and must match any paint/stain on back yard fencing. All paint and/or stain colors must be included in the ACC application.
  - f. No perimeter fencing shall be placed or permitted to remain on any corner lot within fifteen (15) feet of the point formed by the intersection of the building set back lines of such Lot in accordance with Article VIII, Section 17 of the Declaration.

5. Miscellaneous.

- a. Amendment. 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 Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
- c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

# **EXHIBIT 11**

**SWIMMING POOL ENCLOSURE POLICY for the  
WILD HORSE VISTAS HOMEOWNERS ASSOCIATION, INC.**

**STATE OF TEXAS**                             §  
   §  
**COUNTY OF BEXAR**                       §

**WHEREAS**, all of the property located in the Wild Horse Vistas Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20060311229, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

**WHEREAS**, in accordance with the Declaration, the Wild Horse Vistas Homeowners Association, Inc., a Texas nonprofit 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”);

**WHEREAS**, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the “Dedictory Instruments”);

**WHEREAS**, Section 202.022 of the Texas Property Code was added effective September 1, 2021 regarding the regulation of swimming pool enclosures; and

**WHEREAS**, the Board of the Association desires to hereby establish a Swimming Pool Enclosure Policy consistent with the provisions of Section 202.022 and to provide clear and definitive guidance to its members.

**NOW THEREFORE**, the Board has duly adopted the following *Swimming Pool Enclosure Policy* (the “Policy”):

**SWIMMING POOL ENCLOSURE POLICY**

1. A property owner or resident may install a swimming pool enclosure with the advanced written approval of the ACC in accordance with Article VII of the Declaration, subject to this Policy.
2. A “swimming pool enclosure” is defined as a fence that surrounds a water feature, including a swimming pool or spa.
3. Swimming pool enclosures must:
  - a. Consist of transparent mesh or clear panels set in metal frames;
  - b. Be of neutral color such as black, white, gray, or navy blue;

- c. Not be more than six feet in height; and
- d. Be designed not to be climbable.

4. Miscellaneous.

- a. Amendment. 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 Official Public Records of Bexar County, Texas.
- b. Conflict. In the event of any conflict between this Policy and any Dedicatory Instrument of the Association, this Policy controls.
- c. Effective Date. This Policy is effective upon recordation in the Official Public Records of Bexar County, Texas.

**File Information**

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

**Document Number:** 20210245260  
**Recorded Date:** September 02, 2021  
**Recorded Time:** 3:41 PM  
**Total Pages:** 50  
**Total Fees:** \$218.00

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

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

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

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 9/2/2021 3:41 PM



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