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State of Texas

County of Guadalupe

RULES

of

THE OASIS AT LAKE DUNLAP HOMEOWNERS ASSOCIATION

This document provides Rules for property Owners within The OASIS at Lake Dunlap (Oasis) community. *These rules along with its other governing documents and related amendments* are meant to allow Owners and their guests to enjoy its amenities while protecting the value of its property and desirability of the community.

The HOA is regulated by its Articles of Incorporation (Articles), Declaration of Covenant, Conditions & Restrictions (CC&Rs), Bylaws, Rules, and Texas Property Code, Chapter 209.. The Articles and CC&Rs grant the Board of Directors (BOD) the authority to develop Bylaws and Rules to ensure proper management of the community. See CC&Rs Sections 5.05, 5.06, and others.

* *Denotes Rule has been added or includes a major change since last version.*

ARTICLE I

Name and Location

1.01 The name of the homeowners association is "THE OASIS AT LAKE DUNLAP HOMEOWNERS ASSOCIATION." hereinafter referred to as the HOA. The Registered Office and Agent can be located from the Texas Comptroller's web site at:
<https://ourcpa.cpa.state.tx.us/coa/Index.html>

ARTICLE II

Definitions

2.01 Unless otherwise listed, definitions are defined in the CC&Rs and/or Bylaws.

2.02 Common Areas. Common areas in The Oasis at Lake Dunlap subdivision are the Entryway, Park and Dock.

*2.03 Enclosed Structure. A closed in or opaque, cannot be seen through, structure (building, wall, fence) that prevents view from public and private thoroughfares or adjacent lots.

*2.04. Family Member. Owner's spouse, children, or any other person constituting the Owner's household.

2.05 Refuse. Refuse means garbage, rubbish, paper, and other decayable and nondecayable waste, including vegetable matter and animal and fish carcasses.

*2.06 Screened from View. Subject matter cannot be seen from public or private thoroughfares (streets) or adjacent lots when standing at ground level.

*2.07 Tenant. Anyone occupying a home with the exclusion of the title owner, spouse, children, or any other person constituting the Owner's household of the Lot/Unit. A tenant is also anyone occupying the home without the Owner living there.

ARTICLE III

General Rules

When you purchased your home in the OASIS, you agreed to abide by the CC&Rs, BYLAWS and Rules. These have been developed to maintain the high quality of life in the OASIS and protect our home values.

Please note: The following paragraphs are not all inclusive. They are made to summarize or expand on the CC&Rs and avoid redundant information. For more detailed covenants, conditions and restrictions refer to the CC&Rs. Where there appears to be a conflict; the CC&Rs takes precedent.

*3.01 Leased Homes and Renters. Owners shall complete the required tenant registration and provide the documents to the Association Manager *within 15 days* of their home being rented or leased. Owners are ultimately responsible for the actions or inactions of those who lease or rent their property. Each Owner who rents or leases out their Oasis property is responsible for supplying their Tenant(s) with a copy of the governing directives. All HOA communications will be sent to the Owner; therefore, it is the Owner's responsibility to keep their tenant informed and to work with their tenant for full resolution should a violation occurs.

3.02 Family and Guests Behavior. Owners are responsible for the behavior and all damages caused by their family and guests.

3.03 Reporting Damage/Debris. If an Owner witnesses any property damage or debris in the community, the BOD and Association Manager encourage Owners to attempt to resolve them without putting themselves at risk of injury. By promptly taking care of minor damage or debris *costly repairs can be avoided*. If the Owners cannot resolve the issue, they may call the Association Manager who will then investigate and act as necessary.

3.04 Reporting Violations. The BOD and Association Manager encourage Owners to attempt to resolve issues amongst themselves. Often times a neighbor does not realize their conduct is bothersome to others, and merely knocking on the door or a phone call to discuss the issue will bring a speedy result *without the need for costly violation letters and/or fines*. If the Owners are not able to resolve the issue between them, the complaining Owner may submit a written

complaint with the alleged violation and a supporting photograph to the Association Manager who will contact the BOD for direction. The BOD will review the violation and will determine on a case-by-case basis, whether the condition described constitutes a violation. If the BOD concludes a violation exists, they will determine whether all or any of the Associations enforcement options, as provided herein, should be pursued. If the BOD determines no violation exists, no further action will be taken, and the complaining Owner will be notified of the decision.

*3.05 Inspections. With the fast vegetation growth rate, high winds and public traffic we experience in the Oasis we highly encourage all Owners to establish a maintenance plan to keep their yard, Lot and drainage pipes and easements mowed, free of refuse and free of dead brush, trees and limbs. To assure all property meets the standards of the neighborhood, the subdivision will be inspected monthly or on a schedule established by the BOD.

*3.06 Violation Notices and Procedures. The CC&RSs grant the BOD and Association Manager the authority to issue violation notices and fines to Owners who are in non-compliance with the governing directives. Procedures are as follows:

NOTE: As stated in Bylaws, it is the Owner's responsibility to ensure the Association Manager has an updated email and postal mailing address on record. If no address is on file, the address on county tax records will be used. Email is the primary form of communication. If for any reason postal mail is required to communicate violations/fines, Owners will absorb the cost. These costs can be obtained via the Association Manager's "Schedule of Fees." Current fee is \$15 per letter.

(A) *1st violation notice is a courtesy notice.* A courtesy notice will be delivered via email to the Owner's email address on record explaining the violation and time to resolve. If the Owner does not have an email address on record, the notice will be delivered via postal service and the Owner will incur all administrative expenses. The Owner has 10 calendar days from the date the notice was sent to contact the Association Manager/BOD to address the violation or ask for clarification.

(B) *A 2nd violation notice is a formal notification.* If the violation continues, a formal notice will be delivered reminding the Owner that the violation still exists and that the Owner has a right to meet with the Board of Directors for the purpose of discussing the violation. This notice will be sent by certified mail, return receipt requested, and will comply with the requirements of the Texas Residential Property Owners Protection Act, Section 209.006. The notice will inform the Owner that failure to effect compliance or request a hearing, in writing, on the matter before the Board of Directors within 30 days after the date the notice was mailed will cause an imposition of a \$100 fine in addition to all association administrative fees to prepare and send the notification. A written request for a hearing will be sent to the Board through the Association Manager.

(C) The 3rd *violation notice*. If the violation continues without resolution after the second notice, a fine of \$100 a month will be imposed until compliance is in effect and an additional fine may be imposed.

(D) If the violation has not been corrected following the notice/fine imposition period, the Board of Directors will determine whether legal action is to be taken, including, but not limited to utilizing attorney demand letters, seeking a permanent injunction against the Owner of the Lot not in compliance, or performing, in accordance with the rights afforded to the Association under the Declarations, all activities necessary to repair, maintain or restore a Lot in violation and charging the Owner of the Lot all costs associated with the performance of such work. For those situations of urgency which pose a likelihood of immediate harm, economic or otherwise, the Association may choose to abate, shorten, or modify the above procedures for effecting compliance of a violation.

(E) The Owner is not entitled to a reasonable period to cure the violation or request a hearing if the Owner has been previously given notice under this section for the same violation in the preceding six months.

3.07 Delinquent Assessment Collection. Assessments are considered delinquent 30 days after they are due. Once delinquent the following process takes place:

(A) Once delinquent, a collection letter will be sent monthly to the Owner by the Association Manager until the account is in good standing. Each month a collection letter is sent, the Owner will be assessed an 18% per annum interest rate and the cost of the letter and postage based upon the Association Manager's "*Schedule of Fees*" and will be offered a payment plan as outlined in the Guidelines filed in County Records. (See 3.08 below.)

(B) After delinquent for 4 months the Association Manager will contact the BOD. At this point the BOD will determine whether collection will be sent to an attorney for collection. If sent to attorney for collection, the Owner will continue to be assessed the 18% per annum rate and also the attorney collection fees.

(C) At such point where the BOD determines collection from the attorney is not working, the BOD will then vote whether or not to take injunctive relief. Injunctive relief may entail legal actions such as filing a lien on the property or foreclosure of the property. The Owner will be assessed all attorney fees, court costs and any other damages permitted under the law.

3.08 Payment Plan. Owners wishing to pay assessments, fines and other fees by payment plan must contact the Association Manager and complete the required forms.

(A) Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this document.

(B) Late fees, penalties, and delinquent collection related fees will be not be added to the Owner's account while the Payment Plan is active. The Owner will be assessed an administration fee from the Association Manager for administering a Payment Plan. This fee

will be listed on the Payment Plan. Interest will continue to accrue during a Payment Plan at a rate equal to that of the State of Texas' maximum allowable amount. Currently the rate is set at 18% per annum.

(C) All Payment Plans must be in writing on the form provided by the Association Manager.

(D) 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 plan; and

c. Acceptance by the Association as compliant with this Policy.

(E) The payment plan will be no shorter than 3 months and no longer than 18 months.

(F) On a case-by-case basis, upon request of the Owner and concurrence of the BOD, the Owner and the BOD can agree to more than one Payment Plan to assist the Owner in paying the amount that is owed.

(G) The payment plan will include sequential monthly payments. The total of all proposed payments must equal the current balance plus administrative fees, and estimated accrued interest.

(H) If an Owner requests a Payment Plan that will extend into the next assessment cycle, the Owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.

(I) If an Owner fails to make payments as specified in 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. A Payment Plan will be voided if the Owner:

a. Fails to return a signed Payment Plan form with the initial payment; or

b. Misses a payment due in a calendar month; or

c. Does not make up a payment if notified by the Association of a missed payment as a courtesy; or

d. Makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or

e. Fails to pay a future assessment by the due date in a Payment Plan, which spans additional assessment cycles.

(J) On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the Owner submits a written request for reinstatement.

(K) If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.

(L) 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 last two (2) years.

3.09 Parking on Street. Parking on the street is discouraged for the safety of all. No vehicles should remain parked on the street if not in daily use. Any vehicle that may impede the ability of an emergency vehicle to enter the property or that represents a safety hazard will be reported to law enforcement. If a vehicle is towed, it will be at owner's expense. Parking is prohibited in front of fire hydrants.

*3.10 Noise. Loud noise shall be curtailed between the hours of 10:30 PM and 7:00 AM. Loud noise includes but is not restricted to loud music, construction noises (banging, power tools, operating heavy equipment, etc.), and mowing/trimming noise from small engine machines. Report noise complaints to the Guadalupe County Sheriff's Department at 830-379-1224. The Sheriff's Department will investigate the noise complaint in accordance their governing directives and Texas Penal Code Section 42.01 (Disorderly Conduct) Amendment C. Noise complaints may also be reported to the BOD as a non-compliance violation. (See CC&Rs Section 3.05).

*3.11 Construction Site Cleanliness. Owners shall be responsible to ensure contractors keep the worksite and adjacent lots clean and free of refuse at the end of each day to keep the appearance of the neighborhood appealing. Contractors shall not use areas surrounding the property to carry out their work or use other Owner's property, trash receptacles or utilities, unless the Owner has granted permission. A refuse container or dumpster shall be used to contain debris and refuse and shall be emptied when full. The storage of containers, dumpsters, and materials should be in an inconspicuous location within the site and stored neatly and orderly. No activities shall be conducted on the property or surrounding areas which might be unsafe or hazardous to any person or property. (See CC&Rs, Sections 3.04 and 3.10).

*3.12 Construction, Alteration, or Removal of Improvements. All construction, alteration, or removal of improvements shall be performed only with the prior written approval of the ARC. Once the ARC approves an improvement, it must proceed diligently and be completed within one (1) year from the approval date. The Owner may request an extension of time, but must do so thirty (30) days prior to the one (1) year completion date. The ARC/BOD may approve, disapprove or modify the requested extension. If construction is not completed within the one (1) year time requirement or the approved extension, the incomplete construction shall be deemed to be in violation of the Oasis governing directives and noncompliance actions shall commence. (See CC&Rs Sections 1.12, 3.06, 3.08, and 7.07 and Rules para 3.06).

ARTICLE IV

Common Areas

*4.01 Authorized Access. All common areas are for the exclusive use of Owners and their family members and designated tenants and their family members. All guests must be accompanied by an Owner, designated tenant, or owner/tenant's family member. Owners are responsible for all family member's, guest's and tenant's actions. Owner will be assessed all costs to repair damaged property caused by tenants, family members, or their guests.

4.02 Gate Codes. Access into the Park and Dock areas are restricted by coded gates. Gate code will be changed periodically and communicated via email to Owners. In order to avoid vandalism, avoid liability issues, and continue to enjoy our much desired amenities, Owners must ensure gate code is not provided to unauthorized individuals. Current costs to change gate codes exceed \$150. If an unauthorized individual/trespasser reveals the Owner, Tenant or Owner/Tenant's family member that divulged the code that Owner will be assessed all costs to change all gate codes.

4.03 Parking. Currently there are no parking areas in any Common Area. Owners and guests will park there at their own risk.

4.04 Altering Common Area(s). No alteration or improvement of any kind is permitted on any Common Area, unless prior written consent is received from the ARC and the BOD.

4.05 Trash. To minimize assessment costs, the HOA has no trash service for Common Areas. Please pick up all trash you and your guests generate to insure the safety and beauty of our Community.

*4.06 Park. The Park area can be reserved although all Owners must be able to access the Dock area. Reservations are based on a first come-first served basis. To reserve the Park area, submit an email request to the BOD at lakedunlapoasis@gmail.com. The request, at a minimum, shall contain the Owner's name, address, contact number, reservation date, time, and number attending event.

*4.07 Dock. The Dock area cannot be reserved. Dock space is on a first come-first served basis. Boat owners must allow area for swimming near the central dock. Boats, floats, etc. should not be tied up to the dock for an extended time (3 days without daily use). Children, under the age of 13, must be accompanied by an adult. No lifeguard is on duty. Swim at your own risk. FOLLOW ALL POSTED RULES for safety. No activities shall be conducted on the dock which are or might be unsafe or hazardous to any person or property. No firearms or fireworks shall be discharged within the dock and park area. No open fires and no cooking equipment (grills, fryers, etc.) shall be permitted on the dock.

ARTICLE V

Owner Obligations

5.01 Home Address Identification. For safety purposes and emergency response personnel, all homes in the OASIS will have street numbers visible from the street.

5.02 Lot Maintenance. Owners are responsible to maintain their lots in a condition that enhances the community. Lots will be free of debris, refuse. Overgrown grass and weeds will be mowed. All dead brush, shrubs, trees and tree limbs will be removed. (See CC&Rs Section 3.17)

*5.03 Lawn and Landscape Maintenance. Along with upscale homes, well maintained landscaping is a major feature of the beauty of our community. Owners shall install their front, and side yards within 6 months after occupancy and back yard landscaping within 12 months of occupancy if no fence is constructed within timeline (see CC&Rs 4.09). Delays due to weather must be submitted in writing justifying delay to the ARC for approval per CC&RS 7.12. Owners will keep their grass, trees and landscape mowed, weeded, and trimmed. Dead plants, shrubs, trees and tree limbs will be removed. (See CC&Rs Sections 1.12.1 and 4.09)

*5.04 Drainage Easements. It is the responsibility of the Owner to maintain the drainage easement immediately in front of their property. This area will be cut short, free of obstructions and trash to allow water to flow unrestricted and provide OASIS a pleasing view to our Owners and guests. No Owner of any lot may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate, or impede the natural flow of water. Any obstruction that does not permit water to flow should be remedied by the Owner and/or reported to the Guadalupe County Road and Bridge Department.

There shall be no storage or construction of improvements (specifically driveways), temporary or permanent, in any drainage easement, except upon approval from Guadalupe County Road and Bridge Authorities. A copy of the approval shall be included in the Architectural Review application.

5.05 Fence & Gate Maintenance. All fences and gates will be approved by the ARC (See CC&Rs Section 3.15). Once installed, they will be maintained to uphold the community beauty. Fence pickets, posts and gates when visible from street or adjacent lots will not be:

- (A) Blackened, water-stained, or discolored, if painted or stained
- (B) Blistered, peeling, faded, cracked or flaking with paint or stain.
- (C) Rusted.
- (D) Broken and/or rotted.
- (E) Warped or have wooden or metal patches. Replacement of original material does not constitute a patch.
- (F) Propped-up with supports; however, they will maintain a straight line.
- (G) Repaired and not painted or stained to match existing structure

*5.06 Trash. Several trash collection companies service the OASIS. Collection receptacles will be placed at the curb no earlier than the evening before the scheduled collection day and removed that evening. Any debris spilled on the ground after trash pickup is the responsibility of the homeowner and must be removed. (See CC&Rs Section 3.04)

Placement of Trash Receptacles. Refuse, garbage, trash and recyclables shall be kept at all times in covered containers and any such containers shall be kept within an enclosed structure or appropriately screened from view by an aesthetic screen or fence from adjoining properties or public and private thoroughfares, as approved by the ARC. (See CC&Rs Section 3.04 and 3.13).

*5.07 Vehicles. Please review paragraph 3.13 of the CC&Rs for more detailed information on vehicles.

(A) Parking. Vehicles will not park on lawns or lots unless there is active construction or maintenance in progress.

(B) Vehicle Repair. Vehicle repairs are not permitted in the driveways or on the street unless the work is of an emergency nature and /or of limited duration of no more than 24 hours.

(C) Unsightly Vehicles. Unsightly vehicles include but are not restricted to boats, tractors, trailers, trucks (other than pick-ups), recreation vehicles, campers, wagons, buses, motorcycles and 4-wheelers and not to include working family vehicles. Unsightly vehicles must be enclosed in a garage/building or parked so as not to be visible from the adjoining property or public or private thoroughfares. This shall not be deemed to prevent the temporary parking of vehicles on a lot's driveway for the purposes of washing/polishing and loading/unloading of such vehicles or on the street as long as it does not present a safety hazard. For the purpose of this rule, "temporary parking" shall mean no longer than seventy-two (72) consecutive hours within a seven (7) day period, measured from the time the vehicle is brought into the community for "washing/polishing or loading/unloading."

(D) Boats: A boat must be in an enclosed structure or screened from view from the adjoining property or public or private thoroughfares. The use of tarps or covers is not an acceptable means of screening from view. Exception: The tower of the boat or a portion of the boat can extend no more than 4 feet above the screen if the screen does not entirely conceal the boat from view. No boat equipment or accessories shall be visible at any time. If the ARC deems the item unsightly, it shall not be permitted to remain on any Lot.

5.08 Unsightly items. Please review paragraph 3.13 of the CC&Rs for more detailed information on unsightly items. Trash containers, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be screened from view. Lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall not be kept, stored or allowed to accumulate on any portion of the property except within an enclosed structure or appropriately screened from view.

Athletic or recreational equipment, full or empty containers, boxes, tanks or bottles, toys, tools, or other items not considered a usual part of a lot's landscape must be stored out of sight of street or adjoining lots when not in use.

5.09 Signs. Please review paragraph 3.03 of the CC&Rs for more detailed information. No signs will be placed in Common Areas without approval from the ARC. There shall be no more than two signs displayed on an Owner's property at any time. No sign will exceed more than 5 square feet in size. Signs will not threaten the public health or safety, violate a law, or contain language, graphics, or any display that is patently offensive to a passerby.

(A) Political Signs. Political signs will be displayed no more than 90 days before the election to which the sign relates and removed before the 10th day after that election date.

(B) Garage/Yard Sale Signs. Garage/Yard Sale signs will be displayed no more than 1 day before the sale and removed immediately after the sale ends.

(C) Vendor Signs. Signs advertising a particular service provided to the Owner (e.g. contractor, countertop, blinds, etc.) will be removed 30 days after the service is completed.

5.10 Pets. All pets in Common Areas must be secured by a leash or lead and under the direct control of a responsible person, and said person is responsible to clean up any excrement or debris left by animal. It is the responsibility of the At all other times the pet shall be confined to the Owners premises and not allowed to roam the neighborhood. The OASIS, although not part of New Braunfels, will use the city pet ordinances as a guide to deal with violations. (See CC&Rs Section 3.14)

5.11 Garden Equipment. Gardening equipment, except when in use, shall be in an enclosed structure or screened from view. BOD encourages Owners to coil water hoses when not in use.

*5.12 Basketball Hoops. Permanent in-ground basketball hoops and courts may be located and used in owner's *back* or *side* yards, subject to ARC approval, and shall not be visible from the street or create a nuisance for neighbors. Portable and permanent in-ground basketball hoops may be located in an owner's *front* yard but shall be located no closer than ten (10) feet from any side property line and a minimum of 25 feet from the street for the safety of all residents. Permanent in-ground hoops are subject to ARC approval. Basketball backboards/hoops are not permitted on the front of the dwelling or dwelling garage at any time. All basketball hoops/stands shall be maintained in good working condition and appearance as to not be deemed unsightly. Basketball hoops are permitted in common HOA areas only with prior written permission from the Association.

5.13 Flag Display. Any flag visible from a street, another Lot or a Common area can be displayed as long as it does not violate any governing documents, is within applicable zoning ordinances, easements, and setbacks of record, and does not threaten the public health or safety, violate a law, or contain language, graphics, or any display that is patently offensive to a passerby. A displayed flag and the flagpole on which it is flown will be maintained in good

condition. Any deteriorated flag or structurally unsafe flagpole will be repaired, replaced, or removed. (See Texas Property Code, Section 202.011)

(A) U.S./State/Service Flags. Owners who display the (1) the flag of the United States of America; (2) the flag of the State of Texas; or (3) an official or replica flag of any branch of the United States armed forces will do so in accordance with: (A) the flag of the United States or an official or replica flag of any branch of the United States armed forces be displayed in accordance with 4 U.S.C. Sections 5-10; (B) the flag of the State of Texas be displayed in accordance with Chapter 3100, Government Code.

(B) Flagpoles. Flagpoles (whether attached to a dwelling or freestanding) will be submitted to the ARC for approval prior to installation. Flagpoles will not exceed 20 feet in height and be constructed of permanent, long-lasting materials that are harmonious with the dwelling. Flagpole locations must comply with applicable zoning ordinances, easements, and setbacks of record. If flag is illuminated, it will not be of such intensity as to affect other neighbors or be a potential safety hazard. External halyards will be secured as to abate noise.

*5.14 Holiday Decorations. Holiday decorations (except December holidays), including lights, flags and banners, shall not be installed any earlier than fourteen (14) days before a holiday, and shall be taken down within fourteen (14) days after the holiday. December holiday decorations and lighting may be installed after November 15th and shall be removed no later than January 25th of the following year.

5.15 Rain Barrel, Rainwater Harvesting devices. Rain Barrel, Rainwater Harvesting devices will be submitted to the ARC for approval prior to installation. Rain Barrel, Rainwater Harvesting devices will be installed on property owned by the Member. It will be located in a fenced yard unless the fenced yard area is not large enough to install the device AND it is cost prohibitive to do so. If approved by ARC for outside a fenced area and the device is visible from a street, another Lot or a common area, it will be a color consistent with the color scheme of the home, will not display any language or other content that is not typically displayed by such device as it is manufactured and limited to not more than 6 feet in height. (Refer to Texas Property Code, Section 202.007(d))

5.16 Solar Devices. Solar systems will be submitted to the ARC for approval prior to installation. Solar devices will be installed on property owned by the Owner. It will be located in a fenced yard, patio or roof of home or other structure approved by the Association. If mounted on roof, the device(s) will not extend beyond the roofline and conform to the slope of the roof. The device(s) frame, support bracket, and piping will be silver, bronze or black tone. If located in a fenced yard it will not exceed the height of the fence. (Refer Texas Property Code, Section 202.010)

*5.17 Display of Certain Religious Items. An Owner or resident may display or affix on the entry door or door frame to their dwelling one or more religious items, the display of which is motivated by the Owner's or resident's sincere religious belief. A religious item displayed on an Owner's property and visible from a street, another Lot or a common area is authorized as long as the display does not violate any governing documents, is within applicable zoning ordinances, easements, and setbacks of record, and does not threaten the public health or safety, violate a law, or contain language, graphics, or any display that is patently offensive to a passerby. Religious items displayed or affixed to an entry door or door frame, individually or in combination, shall not exceed 220 square inches. ARC approval is required for any religious items not in compliance with these guidelines. As provided by Texas Property Code, Section 202.018, the Association may remove any items displayed in violation of these restrictions.

*5.18 Hot Tubs, Saunas, Pools. A hot tub, spa, or pool shall be located in the rear or side yard and should not be visible from the street or create a nuisance for neighbors. Fully enclosed fences are required around pools and hot tubs. All hot tubs, saunas, and pools shall comply with all governing laws.

*5.19 Driveways, Culvert, and Drainage. The Owner of each lot is solely responsible for all expenses for building a driveway or a driveway drainage culvert. The management and approval of driveway and culvert installation falls under the jurisdiction of the Guadalupe County Road and Bridge Department. A driveway permit shall be obtained before any driveway, temporary or permanent, is installed, and a copy of the permit shall be included with the required ARC application.

All driveways shall be inspected by the Guadalupe County Road and Bridge Department to ensure the required size culvert, as determined by the County, is installed to permit proper water flow. All concrete driveways must be inspected 24 hours before the concrete is poured and comply with the current Deed Restriction (see Article IV, Section 4.10) and Guadalupe County Road & Bridge requirements. In the event a HOA deed restriction is greater than the County requirements, the HOA restrictions take precedence.

ARTICLE VI

Architectural Committee

Note: Please review Article VII of the CC&RS for more detailed information and restrictions.

6.01 Committee members. Committee members will be volunteer-Owners appointed by the BOD. One member will be appointed as Chairperson by the BOD. A Committee member *cannot* vote on an improvement for their property. In this case, the BOD will appoint another Owner to act as a temporary Committee member. (See Oasis By-laws, Section 9.01 for duties)

6.02 Improvements and Renovations to Property. Improvements and Renovations are listed in the CC&Rs. Prior to making any exterior changes to your property, to include alteration or removal of any improvement, it must be approved by the ARC and BOD. It is highly encouraged you meet with the ARC and explain the renovation further to remove all questions that may arise from the written request. If there is any change whatsoever made to the improvement/renovation/removal after the ARC approval, these changes must be resubmitted on the required ARC application or by email with all required information as listed on the application prior to commencing with the improvement/renovation. All improvements and renovations must be maintained in good condition.

6.03 Actions for Improvements/Renovations Started/Completed without Approval. Any Improvements Started/Completed without Approval from the ARC and BOD are subject to the Violation Notices and Procedures listed in Article III.

*6.04 Improvement/ Renovation Process.

(A) Owner submits request to Association Manager on a standard form located on Oasis website or obtained from Association Manager. The application shall include: 1) a general description of the improvement; 2) list of exterior materials; 3) list of exterior colors; 4) plat (site map) showing plat set-back lines and location of the improvement; and 5) driveway permit, if applicable. If improvement is a new home, include location of utility boxes.

The application and all attachments should be digitized and submitted via e-mail. If Owner is unable to submit via e-mail, mail the completed application to the Association. Owner should maintain a copy of the application and all attachments.

(B) Association Manager reviews the application to assure the general description and all required specifications and attachments have been submitted.

Incomplete applications will be returned to the Owner. When a complete application is received, the Association Manager forwards the application to the ARC for review and notifies the BOD via the Association email account. ARC review process should not exceed 30 days and time starts upon receipt of a complete application. **No construction shall commence until the review process is completed.**

(C) ARC Chairperson sends application to ARC Committee for review. ARC Chair, in consultation with ARC members, determines if a meeting is required with the ARC Committee and/or submitting Owner. ARC Chair shall establish a reasonable timeline for each member to complete their review. If a committee member does not respond within established timeline, the ARC Chair may proceed as long as two committee members have reviewed and approved/disapproved the application.

(D) ARC Committee members submit their vote and comments to the ARC Chair to: (1) approve, (2) approve subject to changes or conditions, or (3) disapprove. Approval subject to changes or conditions and disapproval shall include an explanation to include any restriction

citation(s). Applications presented to the Committee shall be decided by a majority vote of the voting members.

(E) ARC Chair emails ARC decision and Owner application with any modifications to BOD for review. The decision will include the Committee's decision with each committee members vote and comments. ARC Committee Decision will be (1) approved; (2) approved subject to changes or conditions, or (3) disapproved. Options (2) and (3) shall be accompanied by an explanation to include any restriction and rule citation(s).

(F) BOD reviews and informs ARC Chair if they concur or requests ARC to reconsider decision based on governing directives, identified inconsistencies, established precedents, or concerns. ARC committee will review BOD comments and make final decision. The decision of the ARC shall be final and binding so long as it is made in good faith. Applications presented to the BOD for review shall be decided by a majority vote.

(G) The ARC Chair notifies the BOD and the Association Manager of their final decision. A BOD or ARC member cannot be a part of the decision on improvements/renovations in which he/she is an Owner. An appointed BoD member will vote in place of an ARC member applying for an improvement.

(H) Association Manager sends final decision to Owner. Decision will state if the application is: (1) approved; (2) approved subject to changes or conditions, or (3) disapproved. Options (2) and (3) will be accompanied by an explanation to include any restriction citation(s) and appeal process.

(I) Owner may request appeal of the ARC's decision. All requests shall be in writing, addressed to the BOD, and submitted to the Association Manager by e-mail (lakedunlapoasis@gmail.com). The request must be received by the Association Manager no later than 30 days from the decision notification date. Association Manager coordinates the appeal with BOD.

(J) The Board shall render its decision on the request for reconsideration within 45 days following the Association Manager's receipt of the Owner's written request. The Board shall then transmit its decision to the Owner, through the Association Manager, within 15 days after the hearing. If no written decision is provided to the Owner within 15 days after the hearing, then the request for reconsideration shall be deemed denied, and the ARC's decision shall be deemed affirmed.

6.05. Architectural Rules and Restrictions. Architectural Building Design Rules and Guidelines, not in conflict with the CC&Rs/Rules/Bylaws or other governing authorities, may be established by the ARC Committee and submitted to the BOD for final review. Architectural Rules and Guidelines shall be listed in a separate document. (See CC&Rs 1.24 and By-laws 9.01)

These rules are effective upon recordation in the Public Records of Guadalupe County, and supersede any policy regarding alternative payment schedules, which may have previously been in effect. Except as affected by Section 209.0062 of the Texas Property Code, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 29th day of January, 2016.

Michael Calta
Michael Calta (President)

Rebecca Bragdon
Rebecca Bragdon (Vice President/Treasurer)

Deanna Collins
Deanna Collins (Secretary)

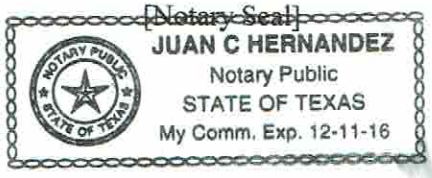
STATE OF TEXAS §
COUNTY OF Comal §

Before me, the undersigned authority, on this day personally appeared Michael Calta, Rebecca Bragdon, and Deanna Collins, who are Board of Directors of The Oasis at Lake Dunlap Homeowners Association, known to me to be the officers whose names are subscribed to the foregoing instrument and acknowledged to me that they had executed the same as the act for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 29th day of January, 2016.

J. Hernandez
Notary Public, State of Texas

Juan C Hernandez
Printed Name



My commission expires: 12/11/16



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

→ Michael Calta
304 River Park Dr
NB, TX 78130

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TERESA KIEL, COUNTY CLERK

GUADALUPE COUNTY, TEXAS



Teresa Kiel