

**NOTICE OF FILING for
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

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

WHEREAS, all of the property located in the Springs at Stone Oak Subdivision (the "Subdivision") is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Springs at Stone Oak recorded in Volume 7230, Page 0573, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the "Declaration");

WHEREAS, in accordance with the Declaration, The Springs at Stone Oak Owners 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");

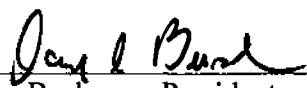
WHEREAS, the Association is empowered to enforce the restrictive covenants, bylaws, or similar instruments governing the administration or operation of the Association (collectively, the "Dedictory Instruments");

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 19 day of November, 2021.



Gary Bushover, President
The Springs at Stone Oak Owners Association, Inc.

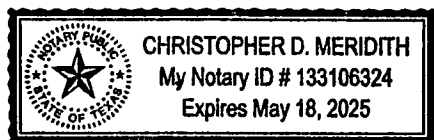
STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Gary Bushover, President of The Springs at Stone Oak Owners 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 19th day of November, 2021.



Christopher D. Meridith
Notary Public, State of Texas

**NOTICE OF FILING for
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

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EXHIBIT 1

**AMENDED COLLECTIONS POLICY for the
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, all of the property located in the Springs at Stone Oak Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Springs at Stone Oak recorded in Volume 7230, Page 0573, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, The Springs at Stone Oak Owners 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 “Dedicator 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 of the Association established a Collections Policy filed of record at Document No. 20210242296 in the Official Public Records of Bexar County, Texas;

WHEREAS, the Board of the Association desires to amend the Collections Policy to provide clear and definitive guidance to its members.

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

AMENDED COLLECTIONS POLICY

1. Due Date. Regular maintenance assessments are assessed annually, payable in two (2) equal payments, due and payable on January 1 and July 1. Written notice of the amount of the assessment and due date will be mailed to every Owner at least ten (10) days prior to each due date. Homeowners may pay the entire annual assessment at the January billing, as desired.

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 as Document No. 20110233081 in the Official Public Records of Bexar County, Texas.
3. Interest, Late Fees and Administrative Fees: All delinquent assessments shall bear interest from the due date at twelve percent (12%) per annum until paid in full. All delinquent assessments shall be assessed a twenty-five dollar (\$25.00) one-time late fee on the date of the delinquency until paid in full. Reasonable administrative fees incurred by the Association shall be added to each Owner's account.
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. Said fee shall be determined by the terms of the Association's agreement with its Agent, or as determined by the financial institution utilized by the Board or its Agent.
5. Waiver. Properly levied interest, administrative fees, and collection costs (including those of a third-party collection agent), and related fees may 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 regular 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 and the balance of the account exceeds the total sum of five hundred dollars (\$500.00), then the Association or its Agent shall send demand for payment via certified mail pursuant to Texas Property Code Section 209.0064. 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 said demand for payment, then an 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 as follows: (1) any delinquent assessment; (2) any current assessment; (3) any reasonable attorney's fees or reasonable third party collection costs associated by the association associated solely with assessments or any other charge that could provide the basis for foreclosure; (4) any reasonable attorney's fees incurred by the association that are not subject to (3), above; (5) any reasonable fines assessed by the association; and (6) any other reasonable amount owed to the association.

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, and supersedes any guidelines, policies, or resolutions for collection policies which may have previously been in effect.

EXHIBIT 2

**CONTRACT BID POLICY for the
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

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

WHEREAS, all of the property located in the Springs at Stone Oak Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Springs at Stone Oak recorded in Volume 7230, Page 0573, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, The Springs at Stone Oak Owners 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 3

**GOLF CART POLICY for the
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, all of the property located in the Springs at Stone Oak Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Springs at Stone Oak recorded in Volume 7230, Page 0573, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, The Springs at Stone Oak Owners 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, neighborhood park or its playground area, 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.
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 4

**LEASING INFORMATION POLICY for the
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

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

WHEREAS, all of the property located in the Springs at Stone Oak Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Springs at Stone Oak recorded in Volume 7230, Page 0573, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, The Springs at Stone Oak Owners 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 tenants residing in the Subdivision shall otherwise comply with the terms 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 5

PANDEMIC EXPOSURE POLICY for the Springs at Stone Oak Owners Association

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR §

WHEREAS, all of the property located in the Springs at Stone Oak is subject to that certain Declaration of Covenants, Conditions and Restrictions recorded at Volume 7230, Page 572, *et seq.*, and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, the Springs at Stone Oak Owners Association, 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 covenants, conditions and restrictions of the Declaration, Bylaws, any rules and regulations, and/or Policies of the Association (collectively, the “Restrictions”);

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 Directors of the Springs at Stone Oak Owners 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 these provisions and any Restrictions contained in any governing documents 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 6

**AMENDED SECURITY MEASURES AND FENCING POLICY for the
THE SPRINGS AT STONE OAK OWNERS ASSOCIATION, INC.**

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

WHEREAS, all of the property located in the Springs at Stone Oak Subdivision (the “Subdivision”) is subject to that certain Declaration of Covenants, Conditions and Restrictions for the Springs at Stone Oak recorded in Volume 7230, Page 0573, et. seq., and as amended, in the Official Public Records of Bexar County, Texas, (the “Declaration”);

WHEREAS, in accordance with the Declaration, The Springs at Stone Oak Owners 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 established a Security Measures and Fencing Policy consistent with the provisions of Section 202.023 filed of record at Document No. 20210242296 in the Official Public Records of Bexar County, Texas;

WHEREAS, the Board of the Association desires to amend the Security Measures and Fencing Policy to provide clear and definitive guidance to its members.

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

AMENDED SECURITY MEASURES AND FENCING POLICY

1. **ARC 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 Architecture Review Authority (ARC) in accordance with Article IV 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 shall 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 ARC. 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 front, side, 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 and side yard fencing may not exceed six (6') feet in height and must comply with Article VIII of the Declaration.
 - e. Front yard fencing may not exceed four (4') feet in height. Front yard fencing must be black and constructed of welded vertical open rail wrought iron affixed permanently in concrete. Ornate designs, top finials, flanges and decorative elements are prohibited. Front yard fencing may not obstruct sidewalks, restrict or prevent access to the residence’s garage, or restrict or prevent the parking of vehicles in the residence’s driveway.

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.

File Information

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

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

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/22/2021 4:13 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk