

[SIGNATURE PAGE TO THE FIRST AMENDMENT TO THE
COMMUNITY MANUAL FOR OXBOW ON THE GUADALUPE]

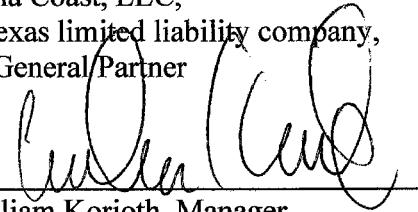
EXECUTED this the 19th day of September, 2019.

DECLARANT:

OXBOW LAND PARTNERS, LLC,
a Texas limited liability company

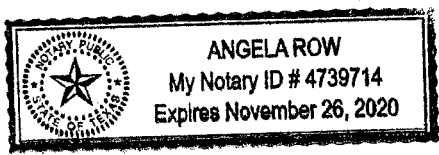
By: Kona Coast Venture, Ltd.,
a Texas limited partnership, its Member

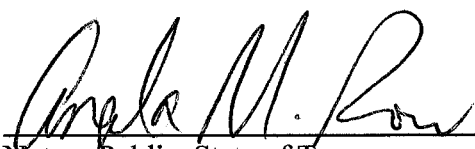
By: Kona Coast, LLC,
a Texas limited liability company,
its General Partner

By: 
William Koriath, Manager

STATE OF TEXAS §
COUNTY OF Comal §
§

This instrument was acknowledged before me on this 19th day of September, 2019, by William Koriath, as Manager of Kona Coast, LLC, a Texas limited liability company, the General Partner of Kona Coast Venture, Ltd., a Texas limited partnership, the Member of Oxbow Land Partners, LLC, a Texas limited liability company, on behalf of said entities.




Notary Public, State of Texas

After Recording, Please Return to:
McLean & Howard, LLP
Barton Oaks Plaza, Building 2, Suite 225
901 S. Mopac Expressway
Austin, Texas 78746
Attention: William P. McLean

ATTACHMENT 7

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC.

RIVERFRONT PARK AND ACCESS AREA RULES

Terms used but not defined in these Rules will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration").

ARTICLE 1 PURPOSE

The purpose of these Riverfront Park and Access Area Rules (the "**Rules**") is to define the policies, procedures and rules for use of the riverfront park and access area (the "**Riverfront Park and Access Area**") managed by the Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation (the "**Association**") or its Management Company. These Rules are designed to ensure all Oxbow on the Guadalupe community facilities and river access provided from the Riverfront Park and Access Area are fun, safe, and sanitary areas for the enjoyment of Owners, Owners' Tenants (as defined below) and guests. The Declarant during the Development Period and the Board of Directors of the Association thereafter is responsible for adopting all Rules related to the Property. The Declarant during the Development Period and the Board of Directors of the Association thereafter reserves the right to modify or amend these Rules at any time. The Association has the right to interpret and enforce the Rules. Any questions as to the meaning of any part of these Rules, including any attached addendums and policies, shall be submitted to the Association.

ARTICLE 2 RIVER ACCESS

2.1. **Access Rights.** Only Owners in "Good Standing" with the Association and their Tenants (as defined below) and guests will be allowed to utilize the Riverfront Park and Access Area. As used herein, "**Good Standing**" shall be defined as meeting each of the following requirements:

- (i) All Assessments, fees and/or fines posted to an Owner's account are current;
- (ii) An Owner's Lot is in compliance and free of violations as determined by the Association, in its sole discretion; and
- (iii) An Owner does not have current or pending litigation with the Association.

An Owner in Good Standing who leases their Lot may assign their access rights to the Riverfront Park and Access Area to their designated tenant ("**Tenant**"). An Owner may not hold access rights to the Riverfront Park and Access Area during the same time period in which such access rights are assigned to a Tenant.

2.2. **Tenant Access Rights.** If the Owner of a leased Lot is not currently in Good Standing, the Tenant's access rights to the Riverfront Park and Access Area may be suspended or terminated as set forth in these Rules.

2.3. **Guests Access Rights.** All guests must be accompanied by an Owner or Tenant in order to use the Riverfront Park and Access Area.

ARTICLE 3 GENERAL RULES

3.1. **Conduct.** All Owners, Tenants and their guests using the Riverfront Park and Access Area are expected to conduct themselves in a responsible, courteous, and safe manner, and shall refrain from improper or disruptive conduct toward other Owners, Tenants and their guests.

3.2. **Hours.** The Riverfront Park and Access Area is available for use during normal operating hours to be established and/or posted or distributed by the Association and/or Management Company or which may be found on the Association's website. The Association and/or Management Company may modify normal operating hours as needed without notice. The Association and/or Management Company shall have the ability to close all or any portion of the Riverfront Park and Access Area, for any necessary maintenance, health or safety precautions.

3.3. **Children.** Children younger than the age of eighteen (18) years of age must be accompanied by an adult while utilizing the Riverfront Park and Access Area.

3.4. **Pets.** Leashed, well-behaved pets are allowed in the Riverfront Park and Access Area; however, the Association or Management Company may require any Owner, Tenant or guest to remove any offending pet, in the Association or Management Company's sole and absolute discretion. All waste generated by a pet while in the Riverfront Park and Access Area must be collected by the pet's owner or handler and disposed of in an appropriate trash receptacle.

3.5. **Vehicles.** Vehicles must be parked in designated areas.

3.6. **Trash and Debris.** Owners, Tenants and their guests are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.

3.7. **Private Rental.** The Riverfront Park and Access Area shall be used on a first-come, first-served basis. No private rental of the Riverfront Park and Access Area is allowed; however, the Association reserves the right to provide community events, in its sole discretion. The Association has the authority to reserve all or any portion of the Riverfront Park and Access Area that is not available for private rental to Owners or Tenants.

3.8. **Fireworks.** Fireworks of any kind are strictly prohibited within Oxbow on the Guadalupe unless approved for an event in advance by the Board.

3.9. **Firearms.** Firearms are not permitted at the Riverfront Park and Access Area.

3.10. **Public Intoxication.** Public intoxication is strictly prohibited at the Riverfront Park and Access Area. The Association and/or Management Company shall have the authority in their sole discretion to deny use of the Riverfront Park and Access Area to any person they deem to be intoxicated or conducts themselves in an unruly manner.

3.11. **Emergencies.** **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911.** After contacting 911, if required, all emergencies and injuries must be reported to the Association and/or the Management Company.

3.12. **Violation.** Owners, Tenants and their guests shall abide by and comply with Applicable Law and these Rules while present at or utilizing the Riverfront Park and Access Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of these Rules and/or misuse or destruction of the Riverfront Park and Access Area, Improvements or equipment may result in the suspension or termination of access rights to the Riverfront Park and Access Area as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of the Riverfront Park and Access Area property, Improvements or equipment.

ARTICLE 4 LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

USE OF THE RIVERFRONT PARK AND ACCESS AREA IS AT YOUR OWN RISK. The Association, Declarant and Management Company are not responsible for accidents, injuries or loss of personal property. The Riverfront Park and Access Area is unattended. Owners, Tenants and their guests, use the Riverfront Park and Access Area at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

Owners, Tenants and their guests, as a condition of invitation to the Riverfront Park and Access Area, shall assume the sole responsibility for their personal property. The Association shall not be responsible for the loss or damage to any private property. No Owner, Tenant or guest shall remove from the Riverfront Park and Access Area, any property or furniture belonging to the Association without proper authorization. Owners, Tenants and their guests shall be liable for any property damage and/or personal injury at the Riverfront Park and Access Area, or at any activity or function operated, organized, arranged or sponsored by the Association or its contractors, caused by the Owner, Tenant, his/her family member or his/her guests. The Association reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

ANY OWNER, TENANT AND THEIR GUESTS OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF, ACCESSES, ENTERS, OR ACCEPTS THE USE OF ANY APPARATUS, APPLIANCE, FACILITY, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE ASSOCIATION, DECLARANT OR ITS CONTRACTORS, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE ASSOCIATION, EITHER ON OR OFF THE OXBOW ON THE GUADALUPE PREMISES, SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL HOLD THE ASSOCIATION, DECLARANT, THE BOARD, THE

MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS, HARMLESS FOR ANY AND ALL LOSS, COST, CLAIM, INJURY DAMAGE OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING THEREFROM AND/OR FROM ANY ACT OF OMISSION OF THE ASSOCIATION, DECLARANT, THE BOARD, THE MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS.

Any Owner or Tenant shall have, owe, and perform the same obligation to the Association, the Board, the Management Company, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Owner or Tenant.

Should any party bound by these Rules file a lawsuit or arbitration action against the Declarant, Association, Board, Management Company, or their officers, employees, representatives, contractors or agents (in such case, the “**Defending Parties**”) in connection with: (1) any event operated, organized, arranged or sponsored by the Association; (2) any claim or matter in connection with any event operated, organized, arranged or sponsored by the Association; or (3) any claim arising out the use of any Riverfront Park and Access Area; and such party fails to obtain judgment therein against the Defending Parties, such party shall be liable to the Defending Parties for all costs of court and attorney’s fees incurred by it in the defense of such suit (including court costs and attorney’s fees through all appellate proceedings, if so permitted). This unilateral fee provision does not create or establish a right to recover costs of court and attorney’s fees against any Defending Party.

ARTICLE 5 SUSPENSION AND TERMINATION OF PRIVILEGES

Owners, Tenants and their guests shall abide by and comply with Applicable Law and these Rules while present at or utilizing the Riverfront Park and Access Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of this policy, the Rules and/or misuse or destruction of the Riverfront Park and Access Area property, Improvements or equipment may result in the suspension or termination of access rights to the Riverfront Park and Access Area as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of any Riverfront Park and Access Area property, Improvements or equipment.

ATTACHMENT 8

OXBOW ON THE GUADALUPE HOMEOWNERS' ASSOCIATION, INC. POOL AREA RULES

Terms used but not defined in these Rules will have the meaning subscribed to such terms in that certain Declaration of Covenants, Conditions and Restrictions for Oxbow on the Guadalupe, recorded as Document No. 201906017560, in the Official Public Records of Comal County, Texas, as the same may be amended from time to time (the "Declaration").

1. **Purpose.** The purpose of these Pool Area Rules (the "Rules") is to define the policies, procedures and rules for use of the pool area (the "Pool Area") managed by the Oxbow on the Guadalupe Homeowners' Association, Inc., a Texas nonprofit corporation (the "Association") or its Management Company. These Rules are designed to ensure the Oxbow on the Guadalupe Pool Area is a fun, safe, and sanitary area for the enjoyment of Owners and their guests. The Declarant during the Development Period and the Board of Directors of the Association thereafter is responsible for adopting all Rules related to the Property. The Declarant during the Development Period and the Board of Directors of the Association thereafter reserves the right to modify or amend these Rules at any time. The Association has the right to interpret and enforce the Rules. Any questions as to the meaning of any part of these Rules, including any attached addendums and policies, shall be submitted to the Association.

2. **Access Rights.** Only Owners in "Good Standing" with the Association and their guests will be allowed to utilize the Pool Area. Tenants and their guests are not permitted access to the Pool Area. As used herein, "Good Standing" shall be defined as meeting each of the following requirements:

(i) All Assessments, fees and/or fines posted to an Owner's account are current;

(ii) An Owner's Lot is in compliance and free of violations as determined by the Association, in its sole discretion; and

(iii) An Owner does not have current or pending litigation with the Association.

3. **Use.**

a. Children under the age of fourteen (14) should not use the Pool Area without adult supervision.

b. All guests must be accompanied by an Owner unless otherwise approved in advance by the Association.

c. Owners and their guests may be required to register at the time of admission to the Pool Area.

- d. No more than five (5) guests for each Owner are permitted at any one time in the Pool Area unless otherwise approved in advance by the Association and/or the Management Company.
 - e. The Association and the Management Company reserve the right to deny use of the Pool Area to anyone at any time.
 - f. At the sole discretion of the Association, access and use of the Pool Area or any portion thereof may be limited from time to time due to occupancy limits, weather, seasons of the year, the condition of the Pool Area, maintenance or specialized activities or events. The Pool Area or any portion thereof is officially closed when a "CLOSED" sign is posted.
 - g. During thunder and lightning or an emergency incident, all persons must clear the Pool Area.
4. **Pool Gates.** The pool gates shall be kept closed and locked at all times. Owners and their guests may not attempt to prop open the pool gates for any reason.
5. **Hours of Operation.** Use of the Pool Area is only permitted during designated hours, as posted in a location in the Pool Area and/or on the Association's website. The scheduled days and hours of operation will be determined by the Association and/or the Management Company and are subject to change without notice. The Association and/or the Management Company may modify hours of operation as needed without notice.
6. **Maintenance.** The Pool Area and/or surrounding area may be closed for various periods of time to facilitate maintenance, winterize and to maintain standards set forth by the Association and/or Applicable Law.
7. **No Private Rental.** The Pool Area is not available for exclusive private rental; however, the Pool Area may be available for non-exclusive group reservations. Please contact the Association and/or the Management Company for further information.
8. **Pets Not Allowed.** Pets are not allowed in the Pool Area except leashed service animals. Service animals are prohibited from entering the water. Every effort will be made to accommodate those with special needs. Please contact the Association and/or the Management Company for assistance or questions.
9. **Pool Area Toys.** Toys, beach balls and approved floating devices may be allowed in the Pool Area at the discretion of the Association and/or the Management Company.
10. **ADA Chair Lift Rules.** An ADA chair lift is available for use by disabled Owners and their guests. The ADA chair lift is designed for self-use. The Association and the Management Company are not authorized to assist Owners and their guests with use beyond initial review of the operating instructions. Use of the ADA chair lift by non-disabled Owners, and their guests may result in immediate suspension and removal from the Pool Area by the Association and/or the Management Company.

11. **Pool Area Equipment.** Pool furniture and equipment may not be removed from the Pool Area. All persons using the Pool Area are required to cover the pool furniture with a towel when using suntan oils and lotions.

12. **Attire, Swim Diapers and Personal Flotation Devices.**

- a. Appropriate swim attire must be worn in the Pool Area. No denim or cotton shorts are permitted in the pool. Use of aquatic socks or water sandals with non-marking soles is suggested.
- b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers or disposable swim diapers, as well as a swimsuit over the swim diaper. The changing of diapers or clothes is not allowed in the Pool Area. Changing rooms are available in both the men's and women's pool restrooms.
- c. Any child that is unable to swim must wear a U.S. Coast Guard-approved personal flotation device.
- d. While in the water, children three (3) years old and under must be within arm's length of a parent or responsible adult eighteen (18) years of age or older. Children four (4) years old to six (6) years old must have a parent or responsible adult eighteen (18) years of age or older in the water within ten (10) feet of the child.

13. **Prohibitions.** The following are NOT permitted in the Pool Area:

- a. Diving, somersaults, cannon balls, or similar type entries from the edge of the pool;
- b. Running, roughhousing or disorderly conduct;
- c. Remote-controlled water crafts;
- d. Wave riding boards;
- e. Snorkel gear;
- f. Hard objects such as, but not limited to, tennis balls or hard plastic Frisbees;
- g. Releasing unauthorized chemicals or soaps within the Pool Area (failure to comply could result in the Owner being liable for any costs incurred in treating and reopening the pool);
- h. Excessive screaming;
- i. Language that is loud, abusive, vulgar, cussing or harassing in nature;
- j. Loud or inappropriate music (personal audio or visual devices may only be used with headphones);

- k. Glass containers of any kind and other breakable items;
 - l. Food in the pool (soft drinks and food items must be consumed in designated areas only and away from the pool);
 - m. Loitering during non-posted hours of operation;
 - n. Tobacco products, smoking and/or vaping;
 - o. Use of controlled substances;
 - p. Public intoxication;
 - q. Any person having an apparent infectious disease (including, but not limited to, conjunctivitis, signs of infection from a runny nose, diarrhea, etc.), plaster cast, open cuts or bandage; and
 - r. The storage, placement or maintaining of any personal items of Owners and their guests (any items or personal property found are deemed abandoned and may be disposed of by the Association and/or the Management Company).
14. **Trash and Debris.** Owners and their guests are responsible for cleaning up all trash and other debris occasioned by their use. Trash and debris must be deposited in appropriate trash receptacles.
15. **USE OF THE POOL AREA IS AT YOUR OWN RISK.**
- a. The Association and the Management Company are not responsible for accidents, injuries or loss of personal property.
 - b. The Association and the Management Company are not responsible for any effects the chemicals within the pool may cause. Do not swallow pool water.
 - c. The Pool Area is unattended. **THE ASSOCIATION AND THE MANAGEMENT COMPANY DO NOT EMPLOY LIFEGUARDS OR STAFF MEMBERS WITH LIFEGUARD TRAINING TO MONITOR THE POOL AREA.**
 - d. Owners and their guests use the Pool Area at their own risk and are solely responsible for the safety and well-being of themselves, their guests, any minors under their supervision and that of any designated childcare providers.

The Association, Declarant and Management Company are not responsible for accidents, injuries or loss of personal property. No Owner or guest shall remove from the Pool Area any property or furniture belonging to the Association without proper authorization. Owners and their guests shall be liable for any property damage and/or personal injury at the Pool Area. The Association reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

ANY OWNER AND THEIR GUESTS OR OTHER PERSON WHO, IN ANY MANNER, MAKES USE OF, ACCESSES, ENTERS, OR ACCEPTS THE USE OF ANY

APPARATUS, APPLIANCE, FACILITY, PRIVILEGE OR SERVICE WHATSOEVER OWNED, LEASED OR OPERATED BY THE ASSOCIATION, DECLARANT OR ITS CONTRACTORS, OR WHO ENGAGES IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE ASSOCIATION, EITHER ON OR OFF THE OXBOW ON THE GUADALUPE PREMISES, SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL HOLD THE ASSOCIATION, DECLARANT, THE BOARD, THE MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS, HARMLESS FOR ANY AND ALL LOSS, COST, CLAIM, INJURY DAMAGE OR LIABILITY SUSTAINED OR INCURRED BY HIM OR HER, RESULTING THEREFROM AND/OR FROM ANY ACT OF OMISSION OF THE ASSOCIATION, DECLARANT, THE BOARD, THE MANAGEMENT COMPANY, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AND AGENTS.

Any Owner shall have, owe, and perform the same obligation to the Association, the Board, the Management Company, and their respective employees, representatives, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Owner. Should any party bound by these Rules file a lawsuit or arbitration action against the Declarant, Association, Board, Management Company, or their officers, employees, representatives, contractors or agents (in such case, the “**Defending Parties**”) in connection with: (1) any event operated, organized, arranged or sponsored by the Association; (2) any claim or matter in connection with any event operated, organized, arranged or sponsored by the Association; or (3) any claim arising out the use of any Pool Area; and such party fails to obtain judgment therein against the Defending Parties, such party shall be liable to the Defending Parties for all costs of court and attorney’s fees incurred by it in the defense of such suit (including court costs and attorney’s fees through all appellate proceedings, if so permitted). This unilateral fee provision does not create or establish a right to recover costs of court and attorney’s fees against any Defending Party.

16. **Emergencies.** **FOR SERIOUS INJURY OR LIFE-THREATENING EMERGENCY ASSISTANCE, CALL 911.** After contacting 911, if required, all emergencies and injuries must be reported to the Association and/or the Management Company.

17. **Violation.** Owners and their guests shall abide by and comply with Applicable Law, these Pool Area Rules, and other Rules while present at or utilizing the Pool Area and shall ensure that any minor or guest for whom they are responsible also complies with the same. Violation of these Pool Area Rules, the Rules and/or misuse or destruction of the Pool Area property, Improvements or equipment may result in the suspension or termination of access rights to the Pool Area as determined by the Association, in its sole discretion. The Association may pursue further legal action and restitution in regards to destruction of any Pool Area property, Improvements or equipment.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
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Bobbie Koepf