

DECLARATION OF RESTRICTIVE COVENANTS

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

THAT, BAKER PROPERTIES, INC., a Texas corporation, and JESSE A. BAKER (collectively, the "Declarant"), being the owner of all of the lots situated within that certain subdivision known as LA SIERRA, UNIT-1, according to the plat of said subdivision recorded in Volume 9509, Pages 92-94, of the Deed and Plat Records of Bexar County, Texas (hereinafter called the subdivision), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

I.

USE

All lots in the subdivision shall be used for single-family residential purposes only.

No owner shall occupy or use his lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the initial dwelling units, the builder may erect and maintain such structures as are customary

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mittee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on the subdivision.

d. Function of the Architectural Control Committee. The Committee shall function as the representative of the owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first-class development. No building, roof, fence, wall or other structure shall be erected, placed or altered on any lot (nor may any such item be subsequently replaced, treated or repainted in a manner which materially alters the exterior appearance of the dwelling) until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

e. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines to supplement these restrictions.

f. Plans and Specifications. Review and approval of plans

tively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the subdivision or be unharmonious with the natural surroundings. Written requests for variances shall be deemed to be disapproved if the Committee has not expressly (and in writing) approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action or damages arising out of the grant of any variance to an owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests; and the grant of a variance to any one owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration.

i. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove the plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such plans and specifications. If plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance.

j. Limitation of Liability. The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. All decisions of the Committee shall be final and binding, and there shall be no revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Neither the Declarant, the Architectural Control Committee, nor any member of

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tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas area as masonry, as well as glass areas which shall also be construed as masonry for the purpose of computing the aforesaid percentage. At the discretion of the Architectural Control Committee, the amount of masonry may be reduced so as to permit a greater variety of architectural styles and textures in the event such reduction, in the opinion of said Committee, will accommodate a unique or advanced building concept, design or material, and the resulting structure will add to the appearance and value of other lots in the subdivision and will not have a detrimental effect on the aesthetic integrity and harmony of the subdivision.

VI.

FENCES

No fence, wall, or hedge shall be built or maintained forward of the front outermost corners of the main structure, except for retaining walls, decorative walls or fences which are part of the architectural design of the main structure and which do not exceed a height of thirty-six inches (36") above the ground.

Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood.

No chain-link fences may be built or maintained on any lot except for interior chain-link fences not exceeding the height of the perimeter fence and not readily visible from public view.

On corner lots, the location of all fences must be approved in advance by the Architectural Control Committee which said

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either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached.

IX.

SIGNS

No signs of any kind shall be displayed to the public view on any lot, including, but not limited to, the displaying of any signs which advertise the lot for sale or lease, except as expressly permitted hereunder. The Architectural Control Committee shall establish standardized sign criteria which permit the displaying of one sign per lot which is uniform in size, color and permitted location on the lot, which such sign can be used to identify that a particular lot is for sale or lease; provided, however, that said sign shall not contain the words "For Sale," "For Lease," "Available" or any other similar descriptive words, and such sign shall not display the name, logo or phone number of any real estate company or owner's agent. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the dwelling on such lots, and a separate set of standards and criteria to apply to such lots after a dwelling has first been occupied thereon, and to modify such standards and criteria from time to time. Signs used by the Declarant to advertise the property during the development, construction and sales period shall be permitted, irrespective of the foregoing.

X.

MAINTENANCE

Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Lawns must be properly maintained, fences must be repaired and maintained, and no objectionable or unsightly usage of lots will be

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## VEHICLES

No trailer, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

## XIII.

### PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than two (2) adult dogs and two (2) adult cats may be kept on a single lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Control Committee. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

## XIV.

### OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining

tation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee and the City of San Antonio Drainage Engineer;

(3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements which would impede the drainage flow;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

(5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Article XVII. shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article XVII. shall in no way affect any other recorded easement in the subdivision.

#### XVIII.

#### NUISANCES

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Any owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair

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## ATHLETIC FACILITIES

Tennis court lighting and fencing shall require the prior written approval of the Architectural Control Committee. Landscaping and fencing requirements set by the Architectural Control Committee for tennis courts are for the purpose of screening courts in an aesthetically pleasing manner. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed on any lot in the subdivision where same would be readily visible from the street or an adjoining lot, without the prior written consent of the Architectural Control Committee.

XXII.

## GARAGES

A garage able to accommodate a minimum of two (2) automobiles and a maximum of four (4) automobiles must be constructed and maintained for each residence. Garages will be allowed as temporary builder's sales offices prior to permanent occupancy of the main structure. No carports shall be permitted without the prior written approval of the Architectural Control Committee.

XXIII.

## ROOFS

The surface of all roofs of principal and secondary structures which are exposed to public view shall be 240# shingle, fiberglass shingle with wood-like appearance, wood shingle, metal, wood shakes, or tile. The Architectural Control Committee shall have the authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. No gravel or "built up" roofs shall be permitted without the written approval of the Architectural Control Committee.

ADDITIONAL PROVISIONS

Sloped Lots

The Architectural Control Committee shall have the specific right to waive the front building setback requirements herein set forth for any lot that it determines to have severe slope problems in order to permit a garage (but not the dwelling) to be situated as close as fifteen feet (15') to the front property line.

Any openings in excess of thirty-six inches (36") beneath a dwelling situated on a sloped lot which are readily visible from a street or another lot must be enclosed in a manner approved by the Architectural Control Committee (i.e., by lattice or other similar treatment).

Any cut into or "fill" added to the natural grade of a lot that is by face in excess of one foot (1') in height or depth, as the case may be, and is associated with the construction of a driveway or other improvement situated on a lot, must be "faced" with sodding, masonry, railroad ties, landscaping, natural rock or other similar treatment approved by the Architectural Control Committee, so that such face will not remain in a condition where caliche is readily visible.

XXVIII.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until January 1, 2020, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument executed by a majority of the then owners of the lots in the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part.

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EXECUTED this 6th day of May, 1985.

BAKER PROPERTIES, INC.

By: *Bruce W. Baker*  
Bruce W. Baker, President

DECLARANT

THE STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on May 6, 1985, by BRUCE W. BAKER, President of BAKER PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

My Commission Expires:  
9/22/86

*Betty R. Burton*  
Notary Public, State of Texas

BETTY R. BURTON  
(Please type or print name)



STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number \_\_\_\_\_  
Sequence on the date and at the time stamped hereon by me, and  
was duly RECORDED in the Official Public Records of said Property of  
Bexar County, Texas on

MAY 7 1985



*Richard D. Burr*  
COUNTY CLERK    BEXAR COUNTY, TEXAS

AFTER RECORDING, PLEASE RETURN TO  
Mr. Richard L. Kerr  
Foster, Lewis, Langley, Gardner  
& Banack, Incorporated  
Frost Bank Tower, Sixteenth Floor  
100 West Houston Street  
San Antonio, Texas 78205-2878

1985 MAY -6 PM 4: 23  
COUNTY CLERK  
RECORDED