

AFTER RECORDING RETURN TO:
Crownridge of Texas Homeowners Assn.
3330 Oakwell Court, Suite 200
San Antonio, TX 78218
ATTN: Barbara Lowry

\$81.00

1790488

DECLARATION OF RESTRICTIVE COVENANTS
WALDEN HEIGHTS SUBDIVISION
(UNIT 6)

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR §

THAT, FF&B CORPORATION, a Texas corporation ("Declarant"), being the owner or agent of the owner of all of the lots situated within that certain subdivision known as WALDEN HEIGHTS UNIT-6, according to the plat of said subdivision recorded in Volume 9520, Page 191-194, of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the Subdivision"), for the purposes, consideration, and conditions as hereinafter set forth, 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 the following restrictions and covenants to run with the land and to apply to 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); and

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the creation of SIERRA HEIGHTS HOMEOWNERS ASSOCIATION for the purposes herein set forth:

NOW, THEREFORE, Declarant declares that the real property above described and such additions thereto as may hereafter be made pursuant to the terms hereof are and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

PURPOSE

The Subdivision is encumbered by these Restrictions for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve as far as practicable the natural beauty of the property; to guard against the erection of poorly-designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots (as hereinafter defined).

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ARTICLE II

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Properties" shall mean and refer to the above-described properties known as WALDEN HEIGHTS UNIT 6 and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(b) "Lot" shall mean and refer to any of the plots of land numbered Lots 2-61, inclusive, Block 9, and Lots 18-19, inclusive, Block 2, and Lots 17-18, inclusive, Block 3, WALDEN HEIGHTS UNIT 6, in the County of Bexar, according to plat thereof recorded in Volume 9520, Page 191-194, Deed and Plat Records of Bexar County, Texas.

(c) "Subdivision Plat" shall mean and refer to the map or plat of WALDEN HEIGHTS UNIT 6, filed for record in Volume 9120, Page 191-194, of the Deed and Plat Records of Bexar County, Texas.

(d) "Living Unit" shall mean and refer to a single-family residence and its attached or detached garage situated upon a Lot.

(e) "Declarant" shall mean and refer to FF&B CORPORATION, its successors and assigns.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(g) "Committee" and "Architectural Control Committee" or "ACC" shall mean and refer to the committee created hereinafter, subject to the provisions herein, by Declarant.

(h) "Association" shall mean and refer to the SIERRA HEIGHTS HOMEOWNERS ASSOCIATION, its successors and assigns, as provided for herein.

(i) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: clubhouse, signs, fountains, swimming pool, tennis courts, landscaping, and other similar or appurtenant improvements.

ARTICLE III

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 Living Units, the builder may erect and maintain such structures as are customary in connection with such construction and sales of such property, including but not limited to a business office, storage areas, sign, model units, and sales office.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence the construction of improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

All temporary construction and sales structures shall be aesthetically compatible with WALDEN HEIGHTS, as determined by the Committee, and may only be located within the Properties for

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a period not exceeding one (1) year, unless a specific waiver is granted by Declarant.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, ("ACC"), initially composed of Lloyd A. Denton, Jr., Dan Kossl, and T. J. Cantwell, to serve until their successors are named. A majority of the Committee may act for the Committee, and no notice of any of its meetings shall be required. A vacancy on the Committee shall be filled by Declarant. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and fill vacancies in the Committee membership.

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; subject, however, to the approval of the WALDEN HEIGHTS UNIT 6 ARCHITECTURAL CONTROL COMMITTEE. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or loss arising out of their acts hereunder. In the event of non-compliance with

this Declaration, the Architectural Control Committee shall have the power to halt such work through legal means, the first step of which shall be legal notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant.

The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to minor deviations and infractions of this Declaration. Moreover, any variance, release, or waiver of any restriction or the granting of any exception to any of the restrictions or covenants set forth herein shall, to be effective, also be subject to the prior written approval of the WALDEN HEIGHTS UNIT 6 ACC.

No building, fence, or other structure shall be erected, placed, or altered on any Lot in the Subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials, for such building, fence, or other structure, and a site plan and the location of such building, fence, or other structure shall have been approved in writing by the Architectural Control Committee as to the conformity and harmony of exterior design with existing

structures in the Subdivision and as to the location with respect to topography, existing trees, and finished elevation.

The Architectural Control Committee shall be duly constituted for the entire period of duration of this Declaration. Any members of the Committee other than Lloyd A. Denton, Dan Kossel, or T. J. Cantwell, shall be subject to the prior written approval of WALDEN HEIGHTS UNIT 6 ACC. 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.

Plans and Specifications. Review and approval of plans and specifications by the Committee shall be mandatory prior to the owner undertaking any improvements. In order that the Committee may give just consideration to the proposed dwelling, such plans and specifications must adequately describe the site plans with topography, floor plans, foundation plans, elevations and exterior materials, color and other characteristics of the proposed structure; and, if the Committee so requests, a preliminary landscape plan and a cross-section sketch through the lot from the property line with the highest existing grade to the property line, with the lowest existing grade representing any improvements and grade changes and their relationship to existing

conditions of the site. Plans and specifications shall be in duplicate and must include all items required by the Committee (they may not be submitted on a piecemeal basis).

Time for Review of Plans: Within thirty (30) days after the Owner has served written notice upon the Committee that it desires to obtain Approval and has submitted to the Committee the plans, ("Submitted Plans"), the Committee shall notify Owner in writing whether the Submitted Plans are approved or disapproved. The Committee shall approve the Submitted Plans if such Submitted Plans do not violate this Declaration. Any such disapproval shall set forth the specific reason or reasons for such disapproval.

ARTICLE V

RESTRICTIONS ON LOTS

All Lots in the Subdivision shall be used for residential purposes. No residential building shall remain incomplete for more than twelve (12) months after construction has commenced. Temporary use may be made of a house by Declarant for a sales office, which shall be permitted until such house is sold, not to exceed thirty-six (36) months in total from time of completion.

All garages shall be large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car-

ports are not permitted unless special-design circumstances warrant their use, in which case, the permission must be obtained in writing from the Architectural Control Committee.

The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic, and/or professional uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or allowing domestic servants to be domiciled with an Owner or Resident.

ARTICLE VI

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse, screening structures, or children's playhouse, shall be compatible with the dwelling and site conditions to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed one (1) story in height nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually, or in the aggregate, of the floor area of the main dwelling.

ARTICLE VII

BUILDING MATERIALS

The exterior walls of all residential buildings shall be constructed with rock, stucco, brick or brick-masonry veneer for at least 75% of the total exterior wall area. Masonry veneer on elevations visible from the street is to be dropped to within twenty-four (24) inches of average finish grade. Openings in excess of thirty-six (36) inches beneath a dwelling, deck or terrace will be enclosed with cedar lattice or other materials as approved by the ACC. Window and door openings shall be included as masonry, if surrounded on at least three (3) sides by a masonry surface. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. Roofing shall be either slate, tile, factory fire-treated wood, metal, or dimensional composition shingles (240 pounds or heavier) as approved by the Architectural Control Committee.

ARTICLE VIII

FENCES

No fence or wall shall be built or maintained forward of the front-wall line, nor any hedge planted or maintained forward of the front-wall line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the Architectural Control Committee.

No fence, wall, or hedge in excess of three and one-half (3 1/2) feet (except for the subdivision entry wall on Lots 60 and 61, Block 9; Lot 19, Block 2; Lot 2, Block 9; and Lot 17 and 18, Block 3), shall be built or maintained forward of the front building setback line of any house on a Lot. Wall and landscaping easements shall exist for Lot 2 through 16, inclusive, Block 9; Lot 60 and 61, Block 9; Lot 19, Block 2; and Lot 17 and 18, Block 3, WALDEN HEIGHTS UNIT 6, as shown on the subdivision plat and as established in Volume 9520, Page 191-194. The Owner of each of said Lots will be responsible for maintaining and repairing, in its original appearance, that portion of the wall that is located on his respective Lot and shall in no way alter or change this wall. If the Owner shall

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fail to maintain or repair the wall to its original appearance, the Association may do so at the Owner's expense and, in such event, the Association shall have a right of lien against the Owner's Lot for such expense.

ARTICLE IX

DRIVEWAYS AND SIDEWALKS

Driveways on each residential Lot must be constructed of pebble finish, broom finish, stamped concrete or brick pavers. All sidewalks, where required or approved, shall be three feet (3') wide behind the back of the curb and shall use a pebble or broom-finish concrete. Location, design, and any decorative surface must be approved by the Architectural Control Committee. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent entry of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Control Committee. Asphalt or gravel driveways and sidewalks are specifically prohibited.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn, or other outbuildings) shall

be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer, camper, recreational vehicle, or similar vehicles shall at any time be parked in view from other properties or Lots or connected to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the Subdivision controlled by these covenants. This covenant specifically precludes mobile and modular homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile and modular homes are hereby specifically prohibited as a residence, either temporarily or permanently, and further specifically precludes a mobile home upon which the wheels have been left attached. All structures of a temporary character must be approved in advance by the WALDEN HEIGHTS UNIT 6 ACC.

ARTICLE XI

SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale or rent. Signs used by the developer to advertise the property during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers

specifically are prohibited. The sign may state only the name and telephone number of the seller and/or its agent. Foreclosure and bankruptcy references are specifically prohibited. The Architectural Control Committee shall have control over all verbiage on all signs. Except for sale or rental signs adhering to the standards of the first sentence and fourth sentence of this Article, all signs within the Properties shall be subject to the prior written approval of the WALDEN HEIGHTS UNIT 6 ACC.

ARTICLE XII

MAINTENANCE

Grass, weeds, and vegetation on each Lot shall be maintained at regular intervals. Trees, shrubs, vines, and plants which die shall promptly be removed from the property and replacements of equal quality and value promptly installed. Lawns must be properly maintained (not to exceed six inches (6") in height), and fences must be repaired and maintained, and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

Until a home or residence is built on a Lot, Declarant may, at its option, have the grass, weeds, and vegetation cut when and

as often as the same is necessary in its judgment, and have trees, shrubs, and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand.

ARTICLE XIII

LANDSCAPING

All front yards and side yards on all Lots must be sodded, exclusive of any landscaped areas. Decorative ground-cover rock in the front and side yards may not exceed ten percent (10%) of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping.

ARTICLE XIV

VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up, or 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, nor shall it be kept, parked, stored, or maintained on any other portions of a Lot for a period of more than twenty-four

(24) hours unless it is in an approved enclosed structure or in an approved screened area which prevents the view thereof from adjacent Lots and streets. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck, or other machinery or equipment shall be permitted in any street, driveway, or yard adjacent to a street.

Off-street parking shall be provided by the Owner of each Living Unit for all such vehicles in a location screened (in an approved manner) from view from the street and from the other Lots. On-street parking, except by visitors, is prohibited.

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.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament nor do any act or allow any condition which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or

landscape lighting that has approval of the Architectural Control Committee).

No exterior speakers, horns, whistles, bells, or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

All matters set forth in this Article requiring approval shall be deemed to be the express approval, in advance, of the ACC.

ARTICLE XV

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Properties. No cans, bags, containers, or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed, or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish, and on which days, only such cans, bags, containers, and receptacles may be placed in front of

a residence and beside a street for removal but shall be removed from view before the following day.

ARTICLE XVI

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 four (4) adult animals 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 Crownridge of Texas Owners Association. 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.

ARTICLE XVII

OIL AND MINING OPERATIONS

No oil drilling, oil-development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas

shall be erected, maintained, or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any Lots above the surface of the ground.

ARTICLE XVIII

WATER AND SEWAGE SYSTEMS

No individual water-supply system or sewage-disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools, or septic tanks.

ARTICLE XIX

RADIO OR TV ANTENNA AND SOLAR COLLECTORS

No radio, citizen-band or otherwise, or television-aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street, any rights-of-way, or other parcels or portions thereof, and must be approved by the Architectural Control Committee before erection.

ARTICLE XX

UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, street, or flowers or other property of the Owners situated on the land covered by said easements.

ARTICLE XXI

MAINTENANCE AND ACCESS EASEMENTS

There is hereby created a right of ingress and egress across, over, and under the Properties for the sole purpose of installing, replacing, repairing, and maintaining all facilities

for utilities, including but not limited to water, sewer, telephone, electricity, gas, and appurtenances thereto.

ARTICLE XXII

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the Subdivision 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 over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

(1) alter, change, or modify the existing natural vegetation 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;

(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 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 shall in no way affect any other recorded easement in this Subdivision.

ARTICLE XXIII

ATHLETIC FACILITIES

Tennis-court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within ten feet (10') from the front property line of any Lot in the Subdivision without the prior written consent of the Architectural Control Committee.

ARTICLE XXIV

GARAGES

A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit. Garages for all Lots must be set back at least twenty feet (20') for front-loading types. Each driveway must accommodate two (2) vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted, provided they are constructed in compliance with the requirements of these covenants.

ARTICLE XXV

MAXIMUM HEIGHT

No building or structure erected, altered, or placed on, within, or in the Properties shall exceed thirty-five feet (35') in height (measured from the top one-half of the foundation to the topmost part of the roof), nor be more than two and one-half (2½) stories in height; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

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ARTICLE XXVI

SIZE OF DWELLING

The total floor area of the main structure of any dwelling shall not be less than two thousand two hundred square feet (2200 sq. ft.). These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings.

ARTICLE XXVII

BUILDING SETBACKS

Front setbacks for all Lots shall be twenty feet (20') from the front property line for residences with front-loading garages. The minimum rear setback shall be twenty feet (20'). The minimum side yard shall be five feet (5').

ARTICLE XXVIII

LOT CONSOLIDATION

Any Owner owning two (2) or more adjoining Lots or portions of two (2) or more such Lots may, with the prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one (1) residence and such other improvements as are permitted herein; provided, however, that no such building site shall contain less than eighty-five hundred (8500) square feet of land and that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all

assessments theretofore applicable to the Lots which are consolidated; and such building site shall meet all lawful requirements of any applicable statute, ordinance, or regulation.

ARTICLE XXIX

ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns, or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association or Declarant, or if the Association or Declarant shall fail to do so after sixty (60) days written notice from a person owning any Lot encumbered by this Declaration, then for any such Owner, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus, the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then, in addition to the

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remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator. The Architectural Control Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such restrictions and covenants.

ARTICLE XXX

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association, unless specifically provided otherwise in the Bylaws of the Corporation. However, any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Declarant or builder entity designated by the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership for Section 1 of this Article. When more than one person holds such interest

or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant or Builder entity as designated by the Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required by Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2000.

(c) From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Declarant or Builder Member entitled to one vote for each Lot in which it holds the interest required for membership under Section 1.

(d) Class B members and Class A Declarant or Builder members shall pay reduced annual assessments for any Lots owned by such members which do not contain an occupied

residential dwelling, which reduced assessment shall be equal to twenty-five percent (25%) of the annual assessment chargeable to Lots owned by Class A members. However, a full annual assessment shall immediately and permanently attach to any improved Lot, as defined in Section 3 of Article XXXII.

ARTICLE XXXI

PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of Article XXXII, every Member shall have a common right and easement of enjoyment in and to the Common Facilities, and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Facilities. The Declarant may retain the legal title to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same; but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Facilities to the Association not later than May 1, 1990.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat and/or as otherwise provided for by Declarant;

(b) The rights of the Association once it has obtained legal title to the Common Facilities, as provided in Section 2 above, to do the following:

(1) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities in accordance with the Articles of Incorporation and Bylaws of the Association;

(2) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosure;

(3) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations;

(4) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission

and other fees for the use of the Common Facilities;
and

(5) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members.

ARTICLE XXXII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall

also be the personal obligation of the person who was the owner of such property at the time the obligation accrued.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the Members, and, in particular, for the improvement, maintenance, and operation of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

Section 3. Basis and Maximum of Annual Assessments. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made, but until May 1, 1990, the annual assessment for improved Lots shall not exceed \$120.00.

From and after May 1, 1990, the maximum annual assessment which may be imposed by the Board of Directors, without membership vote, shall be an amount equal to ten percent (10%) above the prior year's annual assesment.

The annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. From and after May 1, 1990, the maximum annual assessment for improved

Lots and maximum annual assessment for unimproved Lots may be increased by vote of the Members as provided in Article XXXII, Section 5, hereof.

A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is completed, and the Living Unit is either occupied as a residence or closing of the sale of the improved Lot has taken place, whichever shall first occur.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments provided for in Section 3 of this Article, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each improved Lot Owner who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot Owners at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 of this

Article, and for the periods therein specified, the Association may change the maximum assessments fixed by Section 3 of this Article for any period provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least fifteen (15) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 of this Article shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 of this Article, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments. Due

Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of October, 1989. The first annual assessments for the calendar year 1989 shall be due and payable on November 1, 1989. The assessments for each calendar year, after the first year, shall become due and payable on the first day of May of said year. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same proration in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Existing Properties. When a Lot becomes an improved Lot after the annual assessment for it as an unimproved Lot has been paid, there shall be payable as of the first day of the month following the month when it becomes an improved Lot, a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots prorated over the balance of the year then remaining. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In January of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for such year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments: The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest

from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the Property, and there shall be added to the amount of such assessment all reasonable expenses of collection, including the costs of preparing and filing the complaint, reasonable attorneys' fees, and costs of suit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

ARTICLE XXXIII

AMENDMENT

This Declaration may be amended by written instrument executed by seventy-five percent (75%) or more of the Lot owners, provided that no amendment prior to January 1, 2005, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Bexar County, Texas.

ARTICLE XXXIV

TITLES

The titles, headings, and captions which have been used through this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

ARTICLE XXXV

GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

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ARTICLE XXXVI

INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

ARTICLE XXXVII

OMISSIONS

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

ARTICLE XXXVIII

GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to

corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

EXECUTED this the 31st day of July, 1989.

FF&B CORPORATION

By:

LLOYD A. DENTON, Jr.
President

DECLARANT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared LLOYD A. DENTON, Jr., President of FF&B CORPORATION, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this 31st day of July, 1989.

Carol Walden Carruba

Notary Public in Bexar County,
for the State of Texas



CAROL WALDEN CARRUBA
Notary Public - State of Texas
My Commission Expires 4/18/90

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