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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONE VALLEY PLANNED  
DEVELOPMENT UNITS, UNIT III

THE STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, R. B. Stone Valley Development Corp., ("Declarant"), being the owner of that certain subdivision known as STONE VALLEY PUD, Unit III (hereinafter referred to as the Subdivision), a Planned Unit Development, according to the plat of said Subdivision as recorded in Volume 9532, Pages 187 and 188, the Deed and Plat Records of Bexar County, Texas and, as such, desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions 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):

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Stone Valley Property Owners Association, Inc., a Texas non-profit corporation.

Section 2. "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 a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described as the "Subdivision" and more particularly described as Stone Valley Subdivision, a Planned Unit Development, according to the plat of said Subdivision as recorded in the Deed and Plat Records of Bexar County, Texas, noted above, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

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Section 4. "Common Area" shall mean all real property (including the improvements thereto) leased, owned or maintained by the Association for the common use and enjoyment of the Owners. By way of illustration, Common Area may include, but not necessarily be limited to, the following: private streets, sewage system, signs, street medians, entry gates, guardhouse, tennis courts, recreation area, landscaping, lighting, entrance signs, walls, bridges, trails, green belts, and other similar or appurtenant improvements.

Section 5. "Lot" shall mean and refer to any plot of land shown upon an recorded Subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to R. B. Stone Valley Development Corp., its successors and assigns, if such successors or assigns should acquire all of the undeveloped and unsold lots or acreage from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to all those Owners who are members of the Association as provided for below.

Section 8. "Subdivision Plat" shall mean and refer to the map(s) or plat(s) of portions of the Properties in the Real Property Records of Bexar County, Texas.

Section 9. "Improvement" or "Improvements" shall mean or refer to all structures or other improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, recreation area, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, side grading, and any exterior additions including any changes or alterations thereto.

Section 10. "Dwelling" shall mean and refer to any building or portion of a building situated upon the Property which is designed and intended for use and occupancy as a residence by a single person, a couple, a family, or a permitted family size group of persons.

Section 11. "Committee" shall mean the Architectural Control Committee as referred to in Article VII, Section 2 hereof.

## ARTICLE II.

### USE OF RESIDENTIAL PROPERTIES

(A) All lots in the Subdivision (excluding recreation and other Common Area) 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, guest and tenants. No

business may be operated out of a residence, whether profit or non-profit.

(B) During the period of time when dwellings are initially being constructed on the properties, the builder may erect and maintain structures and/or place signs as are customary in connection with the construction and sale of such property and/or improvements, including, but not limited to, a business office, storage areas, construction yards, sales and/or advertising signs (applicable to the builder and the subdivision only), model units, and sales office. However, no such structures shall be built, erected, located or placed on the property without the prior written authorization of the Architectural Control Committee, which shall have full right and authority (as outlined in the "ARCHITECTURAL CONTROL COMMITTEE" article of these restrictions) to control the architectural design, color, placement within the property, material and workmanship in order to see that the quality of the overall development is not jeopardized in any way. Failure to comply with the directives of the Committee concerning these matters is a breach of the covenants herein.

(C) No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence 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.

### ARTICLE III.

#### PROPERTY RIGHTS

Section 1. **Owner's Easements of Enjoyment.** Every owner shall have a right and easement of enjoyment in and to Common Area, which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge fees for the repair and maintenance of the Common Area, collect all dues, fines and/or other fees of any sort noted in these restrictions and enforce collection of any such monies in the accordance with any and/or all terms, conditions or rights set forth within these restrictions;

(b) the right of the Association to suspend the voting rights of an owner for any period of time during which any assessment against his Lot remains unpaid;

(c) the right of the Association to suspend the voting rights of any Owner during any period of time in which an infraction of any of the rules and regulations herein has taken place, and to uphold such suspension for up to 60 days after said Owner's cure;

(d) the right of the Association to enforce any and all rules and regulations which are a part of these restrictions; and

(e) the right of the Committee to enforce any and all rules, restrictions and/or regulations which are a part of these restrictions.

**Section 2. Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area facilities to the member of his family, his tenants, or contract purchasers who reside on his Lot.

**Section 3. Title to and Obligations Regarding Common Area.** Notwithstanding any provisions to the contrary, Declarant may retain the legal right to any Common Area until such time as it has completed improvements thereon and all necessary inspections by the applicable Contractor, Engineer, Utility Companies and/or the City, County or any other applicable inspection body have been satisfied OR until such time as, in the opinion of the Declarant and at its sole discretion, the Association is able to maintain the same.

(a) In this regard, unless otherwise provided herein, the Declarant hereby covenants for itself, its successors and assigns that title to the Common Area will then be conveyed to the Association at no cost (unless otherwise stated herein), at which time the Association shall then automatically assume responsibility for all obligations of Declarant relating to their respective portion of the Common Area. In addition, at the time of this conveyance, all construction warranties, if any, shall also be automatically transferred to the Association relating to the improvements forming a part of the Common Area and the Association shall indemnify and hold Declarant harmless from any expenses and/or damages of any kind associated with any and all repairs or damage to roads, utilities (water, gas, electric) and any other Common Area improvements, with the Association (and each Owner) agreeing to contract and deal directly with the applicable third party (contractor, engineer, utility company, county or the City of San Antonio) to remedy such repairs and damages.

(b) In connection with any conveyance of any Common Area from the Declarant to the Association, as set forth in these restrictions, the Association shall take responsibility for the ownership and maintenance of any security gates or other security elements restricting access to the Subdivision (the "Security Elements"). Notwithstanding such conveyance, Declarant shall retain full and complete control of the operations of any such Security Elements regulating access to the Subdivision; it being understood that Declarant shall have the right to maintain control of the Security Elements and regulate access to the Subdivision as Declarant deems appropriate in Declarant's sole discretion until the earlier of the following: (1) the Subdivision is completely built out, with all lots having been conveyed to third parties and developed by completing construction of a residence thereon; or (2) Declarant specifically conveys control of the Security Elements over to the Association in writing.

(c) Until title to the Common Area has been conveyed to the Association by the Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Areas granted to the Association in this Declaration. Title to any portion of the Area may be dedicated to a governmental entity by the Declarant or the Association and title shall thereafter remain in such governmental entity.

#### ARTICLE IV.

##### USES OF COMMON AREAS

**Section 1. Easements of Enjoyment.** Subject to the provisions of this Declaration, every member of the Association shall have a right and easement of enjoyment in and to the Common Areas; provided, however no member shall be deemed to have any right of access upon or across or the use of any lot not owned by such member, in connection with such easement of use or enjoyment of the Common Areas. Easements to the Common Areas shall be perpetual.

**Section 2. Location of Common Areas.** Properties owned in common areas are located as shown on the Subdivision Plats.

**Section 3. Extent of Easements of Enjoyment.** The right and easements of enjoyment created hereby shall be subject to the following:

(a) **Motorized Vehicles.** No motorcycles, motorbikes, or other motorized vehicles (except those used for maintenance, repairs, and upkeep of the Common Areas) shall be permitted on the greenbelts or any parts thereof. Said greenbelts shall be utilized only for walking, jogging, bicycle riding, golf carts, and such other uses as may be approved by the Board of Directors of the Association.

(b) **Planting; Obstructions.** No planting, or gardening by Owners shall be permitted within the Common Areas, and no fences, hedges or walls or other obstructions shall be erected or maintained upon the Common Areas, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the corporation.

(c) **Rules and Regulations of Common Areas.** The right of the Association from time to time to prescribe reasonable rules and regulations for the use, enjoyment, and maintenance of the Common Areas.

(d) **Sale of Common Areas.** The right of the Association to sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by a majority of

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the votes of the Board of Directors of the Association, voting in person or by proxy at a meeting duly called for such purposes.

(e) **Borrowing of Money.** The right of the Association to borrow money for the purpose of improving the Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof. Declarant specifically reserves the right to lend money to the Association from time to time at commercially reasonable terms.

(f) **Protection of Common Areas.** The right of the Association to take steps as are reasonably necessary to protect the Common Areas, or any part thereof, against damage, condemnation or foreclosure.

**Section 4. Indemnification.** The Association shall at all times from and after any turnovers of common area and/or management of the Association indemnify and hold Declarant harmless from any and all liability associated with any and all claims or damages of every kind arising out of the operations of the Properties or the Association. Additionally, Declarant may not be held liable in any way in its role in enforcing or failing to enforce any of the conditions of these restrictions, in protecting its rights or in carrying out any of its duties or obligations. This indemnification shall include the Association's payment of any and all expenses including the payment of any and all legal expenses, court costs, any and all costs associated with the protection of Declarant in any legal actions or proceedings or any other action of any kind. Declarant shall be shown as an additional insured on the Association liability insurance policy, which shall be in a form acceptable to Declarant and shall be maintained at the Association expense in an amount of not less than \$3 million. Said liability insurance requirement shall be in effect until at least three (3) years after (a) all of the common areas are turned over to the Associates or (b) the entire development is completed and sold/built out, and any notes or agreements between Declarant and the Association have been paid in full.

**Section 5. Assignment By Declarant.** Declarant shall have full right and authority to sell assign its rights, duties and obligations under these restrictions in conjunction with a sale of all of its unsold lots or acreage within the Subdivision, and, upon any such action, Declarant shall have no further obligation or liability, implied or otherwise, hereunder.

ARTICLE V.

THE STONE VALLEY OWNER'S ASSOCIATION AND COVENANTS FOR  
MAINTENANCE ASSESSMENTS

**Section 1. Membership and Voting.** Declarant shall take all steps necessary to create the Association to which Association the Declarant may assign or delegate on a permanent or temporary basis one or more of the rights, powers, obligations and duties of the Declarant under these restrictions. Every Owner of a Lot within the Properties shall be a member of the Association.

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The Association shall have three classes of voting membership.

- Class A:** Class A members shall be all owners of lots with a dwelling thereon with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot hereunder.
- Class B:** Class B members shall be all the Owners of lots without a dwelling thereon with the exception of the Declarant. Each Class B member shall be entitled to one (1) vote for each developed unimproved lot owned. (See Article V of Section 9).
- Class C:** All lots and/or acreage owned by Declarant. Declarant shall be entitled to three (3) votes for each developed lot and twelve (12) votes per acre of undeveloped land.

**Section 2. Turnover.** At any time after commencement of operations of the Association, at Declarant's sole discretion, the property owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith. Upon such "Turnover" by the Declarant, the property owners within the Subdivision will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of these restrictions and to establish any and all bylaws, procedures and other management devices by which the Association shall operate. Any Board Members/Directors must be Owners within the Subdivision.

(a) Notwithstanding anything to the contrary, until such "Turnover" has taken place, the management of the Association shall be by Declarant and its staff, and any expenses incurred in such management shall be reimbursed to Declarant by the Association. Said reimbursable expenses shall include the cost of Declarant's staff for the time spent in the management thereof of this Association. From and after the time of such turnover, the Association shall indemnify and hold Declarant harmless from and against any and all claims or damages of every kind arising out of the development and operations of the Properties or the Association.

**Section 3. Personal Obligation and Lien Rights Associated with Collection of Dues and Assessments.** Each lot owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular semi-annual assessments and all other Association dues, fees, fines, assessments or charges of any kind, including special assessments for capital improvements, which may be established and collected as hereinafter provided.

(a) The semi-annual and special assessments, together with interest, costs, and

reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors or assigns in title unless assumed by them.

**Section 4. Purpose of Assessments.** The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and/or owners of the Properties and for the improvement and maintenance of the Common Area. These expenses may include, but shall not necessarily be limited to, payment of taxes and insurance, construction, repair or replacement of improvements to the Common Area, cost of trash and debris clean-up, street and lot cleaning, cost of professional or other outside services, and labor, equipment, materials, outside management and supervision necessary to carry out its authorized functions. Additionally, any other expenses which, in Declarant's or Association's sole discretion, are deemed necessary to uphold the Subdivision's property values and/or are for the overall betterment of the development and its appearance, shall be the responsibility of the Association and shall be paid out of assessments including, but not necessarily limited to, cost of security, lot cleaning, general maintenance and road cleaning.

(a) These charges and the extent of the Association responsibilities may be modified if the Properties are annexed in whole or in part into the city limits of San Antonio, Texas. All assessments will be applied uniformly and no exemptions will be granted except as may be noted herein.

**Section 5. Initial Semi-Annual Assessment.** Until adjusted pursuant to the terms as noted in this document, the maximum semi-annual assessments shall be as follows:

- Class A: \$ 210.00 per individual lot;
- Class B: \$ 105.00 per individual lot;
- Class C: \$ 25.00 per individual lot and no assessment for undeveloped acreage.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum semi-annual assessment may be increased each year by not more than 15% above the maximum assessment for the previous year without a vote of membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum semi-annual assessment may be increased above 15% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.



(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) In no event will Class C assessments stated above be altered or adjusted.

**Section 6. Special Assessments.** In addition to the semi-annual assessment authorized in Section 5 hereof, the Board of Directors of the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Areas, or for carrying out other purposes of the Association as stated herein or in the Articles of Incorporation of the Association.

**Section 7. Notice and Quorum for any Action Authorized Under Section 5 and 6.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5 or 6 above and the "Annexation" portion of these restrictions shall be sent to all members not less than 30 days nor more than 60 days in advance of any meeting. At the first such meeting called, the presence of members or proxies entitled to cast (thirty) percent (30%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called by the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 8. Uniform Rate of Assessment.** Any and all dues of the Association or special assessments must be fixed at a uniform rate for all classes of lots and may be collected on a monthly basis in lieu of semi-annually. This decision may be made by the Declarant until turnover occurs, and thereafter may be made by a majority of the Board of Directors. In these restrictions pertaining to the Association dues or special assessments, it shall be construed to mean "monthly" whenever the above event occurs.

**Section 9. Date of Commencement of The Semi-Annual Assessments.** The semi-annual assessments for any particular lot, by the Owners' Association provided for herein shall not commence until later of January 1, 1995 AND substantial completion of the roads and utilities to the particular lot has been obtained. After the above have been satisfied, the assessments for the buyer of each Lot shall commence no later than six (6) months after the effective date of the contract OR the date of Lot closing, whichever is earlier (for Class C lots not sold or contracted at the times noted above, dues shall not commence until one (1) year thereafter), and shall be due each semi-annual billing date thereafter.

(a) Class B memberships will automatically convert to Class A memberships on the substantial completion of construction of any dwelling built on such Lot, except in cases where a builder purchased the lot from Declarant for the sole purpose of building a dwelling to offer for sale, then the said conversion shall take place when any of the following events occur; (a) 6 months have

(b) For billing purposes, the semi-annual assessment period will be the 1st day of each January and July and shall commence as to each portion of the property on the first day of the month following the time of commencement, as noted above, and shall be prorated according to the appropriate membership class during the assessment period. All dues are payable in advance at the closing (or by billing if Lot is already sold) up to the time of the next future billing. The Board of Directors shall fix the amount of the semi-annual assessment against each Lot at least thirty (30) days in advance of each semi-annual assessment period. Written notice of the semi-annual assessment shall be sent to every Owner subject thereto.

(c) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(d) Notwithstanding any other terms or conditions set forth in these restrictions, any expenses which are incurred by Declarant prior to the establishment of the Association, or prior to sufficient income being received from assessment billings, and which would normally be the responsibility of the Association, shall be reimbursed to Declarant from proceeds of the Association as funds become available from dues and assessments, but, in any case not later than one (1) year after the time of establishment of the Association and/or the expense was incurred.

**Section 10. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate. The Owners' Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owners' Lot. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. (See Article XLIII titled "Non-Judicial Foreclosure.")

**Section 11. Subordination of the Lien to Mortgage.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of the Lot pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 12. Exempt Property.** All Common Areas and other portions of the Properties, if any, which are dedicated to public authorities shall be exempt from Assessment.

**Section 13. Option to Cure.** Declarant, or the Association, has the option, but not the obligation to perform any action required of any owner by these restrictions. In the event that Declarant or the Association elects to do so, all sums incurred by the Declarant or the

if any, which are dedicated to public authorities shall be exempt from Assessment.

**Section 13. Option to Cure.** Declarant, or the Association, has the option, but not the obligation to perform any action required of any owner by these restrictions. In the event that Declarant or the Association elects to do so, all sums incurred by the Declarant or the Association in performing the required action shall be charged against the Owner and if not paid within thirty (30) days after it is due said sums shall bear interest at the highest legal rate and shall be secured by a lien (the same as if said sums were due and/or assessments) on all Lots(s) owned by said Owner. The Declarant or the Association may bring an action at law against the Owner of the lot subject to the assessment for payment thereof and/or bring an action to foreclose the lien which secures the assessment.

#### ARTICLE VI.

#### TRASH REMOVAL

(A) All lots must be cleaned of unnecessary debris/trash or waste material and placed in an orderly condition by 6 p.m. on each Friday. Each lot owner/builder is responsible for such lot maintenance regardless of how the material arrived on the lot. The Builder will be fined not less than \$100 and the cost of trash removal per lot each time the lot is not cleaned and therefore requires action by the Declarant and/or the Association. After one written notice of a violation is given to the Builder/Owner, the Declarant or the Association may proceed to enforce this requirement, which will include the authority to take action to have the lot cleaned or mowed and levy said fine. Charges for such services and fines shall be a charge on the land and shall be a continuing lien upon the property against which each such charge or fine is made. Each such charge or fine shall also be the personal obligation of the person who was the owner of such property at the time when the charge or fine was made.

(B) Builders are required to provide portable toilets for workers and dumpsters and/or trash containment areas at all time during construction. Unless provided by City or Government services, the Association shall provide trash removal service for detached single-family residences only if the assessments for each Owner shall take into account the trash removal service provided to such Owners. All Owners of portions of property other than Owners of detached single-family houses shall be responsible for providing trash and garbage removal service for their own land. However, the cleaning and mowing of lots and acreage owned by Declarant will be at the expense of the Association.

#### ARTICLE VII.

#### ARCHITECTURAL CONTROL COMMITTEE

**Section 1. Development Objectives.** The aesthetic and ecological quality of the

Properties requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

**Section 2. Architectural Control Committee.** The Architectural Control Committee shall be composed of three members selected and appointed by the Board of Directors of the Stone Valley Homeowners Association and may include members of such Board. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Bexar County, Texas designating its then current composition.

**Section 3. Goal of Architectural Control Committee.** The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its 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 such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

**Section 4. 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 improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties 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.

**Section 5. Procedures of the Architectural Control Committee.** The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

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ARTICLE VIII.

SUBMITTAL AND APPROVAL PROCESS

**Section 1. Design Submittal.** The Owner must submit a design plan, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include a floor plan and all elevations of any proposed structure(s) (including fences, walls, signs, pools, pool buildings, etc.), roof height, specification of materials, colors, textures and shapes. All measurements and dimensions, both interior and exterior, must be shown. (1/4" = 1' minimum) Description of materials and finishes must be clearly indicated.

**Section 2. Basis of Approval.** Approval of preliminary design plans and final plans and specifications shall be based upon the following:

- (a) The architectural and structural integrity of the design.
- (b) Harmony and conformity of the design with the surroundings both natural and built.
- (c) Adequacy of the design to conditions of the site.
- (d) Relation of finished grades and elevations to neighboring sites.
- (e) Conformity to specific and general intent of the Protective Covenants covering. The particular platted unit of which the Lot in question forms a part.

**Section 3. Variances.** Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or the applicable Protective Covenants or these which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of The Properties nor harmony with the

natural surroundings. No member of the Committee shall be liable to any Owner for 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 Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

**Section 4. Issuance of a Building Permit.** Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering. The issuance and acceptance of the building permit assures that:

- (a). Construction of an approved building will be completed within nine months from start of construction.
- (b). Construction will be in accordance with approved plans.
- (c). Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.
- (d). Regular inspections may be made by a representative of the Committee.

**Section 5. Failure of the Committee to Act.** If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final 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 preliminary design plan or such final plans and specifications. If preliminary design plans or final 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 part, conditionally or unconditionally, and reject the balance.

**Section 6. Limitation of Liability.** Neither the Declarant, the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

ARTICLE IX.

SIZE OF DWELLING

(A) The minimum total floor area of Dwellings, exclusive of open porches, breezeways, carports, garages and other outbuildings, shall be as follows:

- (1) A minimum of 1,600 square feet, if one story, and 1,900 square feet if more than one story.
- (2) No Dwelling shall exceed two (2) stories or a maximum of thirty five (35) feet in height as measured from the finished floor level of the ground floor to the ridge of the roof above said floor.

ARTICLE X.

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling unless the outbuilding is a garage, in which event, the garage shall not exceed eight hundred (800) square feet unless approved by the Architectural Control Committee. All detached garages shall be permitted to be built within 10 feet of the rear yard boundary or the easements, whichever is greater.

ARTICLE XI.

BUILDING MATERIALS

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Unless otherwise approved by the committee, at least sixty percent (60%) of the exterior wall area of all residences below eight (8) feet and above the foundation excluding detached garages (but not excluding attached garages), gables, windows, and door openings must be of masonry, stucco, or brick veneer. No garage or accessory building shall exceed in height the dwelling to which it is appurtenant without the written consent of the Architectural Committee. Every garage and accessory building (except a greenhouse) shall correspond in style and architectural and exterior building materials with the dwelling to which it is appurtenant. No structure of any kind or character which incorporates frame construction on the exterior shall be erected on any Lot unless such structure receives at least two coats of paint at the time of construction or the exterior is of redwood or cedar material. Notwithstanding the foregoing, the Architectural 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. Wall materials used on all Lots shall be restricted to those types and colors of bricks approved by the Architectural Committee.

## ARTICLE XII.

### FENCES AND LIGHT POLES

Section 1. Fences. Except for fences along the front of each lot, side fencing on corner lots and the chain link security fencing which may be installed by Declarant on the perimeter of the property or the perimeter boundary of the community pool facility, all fences within the Subdivision shall be the following composition:

- (1) all masonry; or
- (2) all wrought iron; or
- (3) any combination of wrought iron and masonry; or
- (4) a combination of masonry and cedar; or
- (5) all cedar. Cedar fences shall be constructed of 1" x 4" vertical facing cedar with 4" x 4" wolmanized pine posts 12' maximum on center (cedar posts optional). Two 2" x 4" wolmanized rails are required (top and bottom). The cedar facing must be to the "outside" of the lot when adjacent to common areas (streets/recreational or park areas).

(A) Any variance from the fencing specifications set forth above must be specifically approved by the Architectural Control Committee, in writing.

FILE 7528 PG 04 92



(B) Side fences on corner lots shall not be constructed within the building setback line established from any side street.

(C) No fence, wall or hedge shall be built forward of a five-foot setback from the front wall line of the main structure, except for 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. An exception shall be made in the case of retaining walls not to exceed twenty-four inches (24") above the ground. No fence, wall, or hedge may be higher than six (6) feet, except for rear fences which may be a maximum of eight (8) feet.

(D) Hedges may not be installed or maintained forward of the front wall line of the main structure except as part of the landscape plan in conjunction with decorative walls or fences which are part of the architectural design of the main structure.

(E) Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or set-back 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 fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

(F) No chain-link fences may be built or maintained on any lot.

(G) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the area as designated by Section 35-G101 of the City of San Antonio Code. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

#### ARTICLE XIII.

#### DRIVEWAYS AND SIDEWALKS

All concrete flatwork adjacent to all streets shall be surfaced with concrete, broom finished. No asphalt driveways or sidewalks are permitted. Driveways shall maintain a setback of one (1) feet from any interior lot line. Sidewalks shall be constructed by the owner or builder along the frontage of all streets and side streets. Sidewalks shall be constructed adjacent to the curb and shall be four (4) feet in width, including the section around mail boxes. All sidewalks for each lot shall be completed prior to (i) the substantial completion of the main residence on such lot or (ii) the sale of such lot to a user or occupant, whichever shall first occur.

ARTICLE XIV.

TEMPORARY STRUCTURES

No structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicle, or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the Subdivision. This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently. A portable building may be permitted for use as a Builder's Sales Office (subject to approval of the Architectural Control Committee), however, any such building or structure must be removed within 6 months of start of construction of any building or structure on any adjacent lot.

ARTICLE XV.

SIGNS

As a general rule, no signs of any kind shall be displayed to the public view on any single-family residential lot except one professional sign of not more than one (1) square foot or one sign of not more than nine (9) square feet advertising the property for sale or rent. However, during the construction and sales period of the initial dwellings within the Subdivision (for a period of time not to exceed 6 months after all lots within the Subdivision have been sold and dwellings built thereon) each builder, or its agent, may have one sign each of up to twenty-four (24) square feet at one of their model home/office facilities within the Subdivision advertising their particular homes and/or services. No signs which advertise Subdivisions other than those owned by Declarant in any way will be allowed. Declarant, or its agent, shall have the right to remove any sign not complying with the provision of this section, and in so doing shall not be liable for any tort arising from such removal.

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ARTICLE XVI.

MAINTENANCE

(A) Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants that 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 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.

(B) Until a home or residence is built on a lot, Declarant and/or the Association may, at its sole discretion, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, as well as have dead 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 within Classes A & B shall be obligated to reimburse the Association for the cost of any such maintenance or removal upon demand and may be fined as described in the "TRASH REMOVAL" clause of these restrictions. However, the cleaning and mowing of any lots or acreage owned by Declarant will be at the expense of the Association.

(C) Maintenance of all common area amenities shall be the responsibility of the Association, including all intersections, lot corners or areas designated by the Declarant or the Association.

(D) Commensurate with the occupancy of a residence upon completion of construction, front and street side yards shall be fully sodded. (Hydromulching of front and street side yards may be permitted by the Architectural Control Committee, subject to the Committee's approval of the type of grass seed utilized and the installation of an acceptable irrigation system). All landscape improvements shall be installed and completed within thirty (30) days of occupancy of any residence.

ARTICLE XVII.

EASEMENTS

Section 1. Existing Easements. The Subdivision Plats dedicate for use as such, subject to the limitations set forth therein, certain easements shown thereon, and such Subdivision

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Plats further establish dedications, limitations, reservations, and restrictions, applicable to the Properties. Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions, and reservations shown on the Subdivision Plats and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Properties.

**Section 2. Changes, Additions, and Reservations.** Declarant reserves the right to make changes in and additions to the above easements for the purpose of more efficiently and economically installing any improvements. Further, Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity, to grant, dedicate, reserve or otherwise create, at any time or from time to time, easements for access purposes upon and over streets owned by the Association to owners of property in close proximity with, or related to or serving the Properties, or any portion thereof (whether or not such property is formally annexed hereto) and for utility purposes, (including, without limitation, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, but only to the extent reasonably necessary and appropriate.

**Section 3. Title to Easements and Appurtenances Not Conveyed.** Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

**Section 4. Installation and Maintenance.** There is hereby created an easement upon, across, over and under all of the Common Areas for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including, but not limited to, water, sewer, telephones, electricity, gas, cable television and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on, above, across and under the Common Area within the utility easements from time to time existing and from service lines within such easements to the point of service on or in any structure situated upon the Properties. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Common Areas until approved by Declarant or the Association's Board

of Directors. Any utility companies furnishing service to the Properties shall have the right to remove (if absolutely necessary) any trees situated within the utility easements shown on the Subdivision Plat, and to trim overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

Section 5. **Emergency and Service Vehicles.** An easement is hereby granted to all police, fire protection, ambulance and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

Section 6. **Surface Areas.** The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility of service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by the custom and practice of such utility company. Prior to the construction of any utilities on a developed lot ("developed lot" shall be defined as any lot which has constructed thereon a dwelling unit) Declarant and/or the Association reserve the right to require that the utility company pay for the cost of repairing the easement to the same condition as it was prior to the construction.

#### ARTICLE XVIII.

#### DRAINAGE EASEMENTS

Section 1. Easements for drainage throughout the Subdivision are reserved as shown on the recorded plat for the Subdivision, such easements being depicted 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 may:

(a) alter, change or modify the existing natural vegetation in the drainage easements in a manner that changes the character of the original environment of such easements; or

(b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees of other vegetation therefrom without the prior written approval of the Committee; or

(c) construct, erect, or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or

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

(e) 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.

Section 2. 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 Committee, the Association and/or Declarant, and the Committee, the Association and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions.

#### ARTICLE XIX.

##### VEHICLES

No trailer, tent, boat or recreational 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 street. No stripped-down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored, or maintained on any lot. 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 except for the purpose of serving such lot. No vehicles of any description may be parked overnight on any street within the Properties.

#### ARTICLE XX.

##### NUISANCES

(A) 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. This includes builders and construction workers working before or after daylight hours. Violations of such restrictions after one written notice has been sent by the Declarant or Association to the lot owner/builder are subject to a fine of no less than \$100 per notice.

(B) No owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely effect the other residences or their owners.

(C) 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).

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

(E) Nothing shall be done on any Lot or in the Common Areas which could result in the increase of fire or casualty insurance premiums thereon, or cancellation of such insurance.

#### ARTICLE XXI.

##### 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 or drainage area in said Subdivision. All sanitary containers must be screened from the view of adjacent lots and streets. See "TRASH REMOVAL" clause of these restrictions.

#### ARTICLE XXII.

##### 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 lease laws) and in accordance with all rules established by the Declarant or the 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.

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ARTICLE XXIII.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kin 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 of the lots above the surface of the ground.

ARTICLE XXIV.

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. A private swimming pool built on an individual lot is required to drain into the sanitary sewer system of the Subdivision.

ARTICLE XXV.

RADIO OR TV ANTENNA

No radio or television aerial wires, antennae or other special television apparatus or equipment shall be maintained on any portion of any lot forward of the front building line of said lot. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any lot which extends more than ten (10') feet above the highest part of the roof of the main residence on said lot; and no discs, dishes, or other cable-related apparatus or equipment may be situated on any lot without the prior written approval of the Architectural Control Committee. All satellite dishes must be screened from the view of adjacent lots or streets.

ARTICLE XXVI.

MAIL BOXES

All mail boxes on the property shall conform to the requirements of and be located as directed by the U.S. Postal Service. The Architectural Control Committee shall further specify the location, design, and appearance of the mail boxes. Each individual mail box shall be constructed of the same masonry material as the main residence on such lot.

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ARTICLE XXVII.

ATHLETIC FACILITIES

Tennis court lighting and fencing shall be allowed with the approval of the Architectural Control Committee. No basketball goal backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed in area forward of the front building setback line. In addition, any basketball goals and backboards shall be of the black and grey color combination or be constructed of a transparent material. Any other color combination must be specifically approved by the Architectural Control Committee, in writing. The orange and white color combination is specifically disallowed.

ARTICLE XXVIII.

GARAGES

A garage to accommodate at least two (2) automobiles shall be constructed and maintained for each residence. Garages will be allowed as builder's sales offices prior to permanent occupancy of the main structure, subject to all of the provisions within this document, but shall cease to be used for offices within thirty (30) days from the date of Notice by Declarant or the Association.

ARTICLE XXIX.

ROOFS

(A) The surface of all roofs of principal and secondary structures shall be of materials with a manufacturer's lifetime warranty of at least twenty (20) years, and shall be either fiberglass shingles, slate, tile, factory fire-treated wood, or metal as approved by the Architectural Control Committee.

(B) 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. Simplicity in the overall building design is desirable to provide visual continuity throughout the neighborhood. Creativity is encouraged; however, a distracting roof design is not permissible. Major roof masses which slope toward the street are preferred. All roofs shall be not less than 6 on 12 pitch.

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ARTICLE XXX.

SETBACK LINES

(A) All buildings, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, if any; and in no event shall any such building or other structure be constructed, placed or maintained within twenty-five feet (25') of the front boundary of a lot, five feet (5') of the side boundary and twenty feet (20') of the rear boundary of a lot, provided, however, that (i) with respect to cul-de-sacs or lots having a curved front line with a radius of curvature of less than two hundred feet (200'), such structure may be constructed as near as twenty feet (20') from the front boundary of the lot; (ii) with respect to corner lots, no structure may be constructed, placed or maintained within ten feet (10') of the side boundary abutting any street; (iii) with respect to lots abutting Wilderness Parkway, no two-story structure may be constructed, placed or maintained within twenty-five feet (25') of the rear boundary of a lot.

(B) The eaves of buildings shall not be deemed to be part of a building. Porches and steps shall be deemed to be part of a building for the purposes of these restrictions. Notwithstanding the foregoing, eaves of buildings may not project more than two (2) feet six (6) inches into any required setback area.

(C) Notwithstanding the provisions set forth in the preceding paragraphs, all setback line requirements herein specified or set forth on recorded plats may be waived by the Architectural Control Committee in the event the variance requested by the owner of a lot will not, in the opinion and at the sole discretion of said Committee, detract from the general appearance and/or character of the neighborhood or in any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of a lot, its topography and/or the saving of significant trees.

ARTICLE XXXI.

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 them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until 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 and/or terminate said covenants in whole or in part.

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ARTICLE XXXII.

ENFORCEMENT

Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner of any lot in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. Failure of Declarant or the Association to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the Subdivision controlled by these covenants. The reservation by Declarant or the Association of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and neither Declarant nor the Association shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restrictions herein contained.

ARTICLE XXXIII.

PARTIAL INVALIDITY

The invalidation of any one of these covenant by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

ARTICLE XXXIV.

AMENDMENT

(A) After "turnover" of the Association has occurred, the owners (but expressly excluding their respective mortgagee's, if any) of the legal title to a majority of the lots within the Subdivision (a majority shall be calculated by allocating one vote to each lot irrespective of the actual number of owners of each such lot) may amend the restrictions and covenants set forth herein (except for the terms and conditions of any loan or assessments due to Declarant by the Association) by filing an instrument containing such amendment, along with proof of the majority consent, in the office of the County Clerk of Bexar County, Texas.

(B) Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joined or consent of any other party, to amend this Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Bexar County, Texas.

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ARTICLE XXXV.

ANNEXATION

Other properties or units owned or developed by Declarant may (at Declarant's sole discretion) be annexed into or added on to the Association by Declarant at any time prior to "Turnover" of the Association to the lot owners. Additional residential property and Common Area may thereafter be annexed to the Properties with the consent of two-thirds (2/3) of the lot owners.

ARTICLE XXXVI.

DECLARANT'S DISCLAIMER

While Declarant has planned to eventually complete construction of the entire Subdivision (including additional units) it is specifically understood that Declarant, its successors and/or assigns, as developer, is not under any obligation to complete any portion thereof other than the phase or phases currently under construction. Further, it is understood that there are no time limitations on the length of time that said construction may take.

ARTICLE XXXVII.

FIREARMS, PROJECTILES, AND WEAPONS

The discharge of any firearm, including BB guns and pellet guns, and the discharge of any fireworks within the Subdivision or adjacent lands owned in whole or in part by the Association or by Declarant is strictly prohibited, and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device is strictly prohibited.

ARTICLE XXXVIII.

SUBDIVISION OF LOTS

No further subdivision of platted Lots in the Subdivision shall be permitted.

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ARTICLE XXXIX.

WAIVER AND LACHES

The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XL.

ASSESSMENTS BY AWARD OR JUDICIAL DECREE

In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in Article V herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article XLIII. herein.

ARTICLE XLI.

RESERVATION OF RIGHTS

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

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ARTICLE XLII.

NOTICE BY ASSOCIATION

Whenever written notice to a member (or members) of the Association is permitted or required hereunder, such shall be given by the mailing of such to the at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not.

ARTICLE XLIII.

NONJUDICIAL FORECLOSURE

Section 1. To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an Owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

Section 2. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement, then the Association, as the Beneficiary of this Special Deed of Trust, may:

(A) Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and

(B) Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.

Section 3. If requested by the Association to foreclose this lien, the Trustee shall:

- (A) Either personally or by agent give notice of the foreclosure sale as required by, Section 51.002 et seq. of the Texas Property Code then in effect or any successor statute thereto;
- (B) Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
- (C) From the proceeds of the sale, pay, in this order:
  - (1) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;
  - (2) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
  - (3) any amounts required by law to be paid before payment to the Owner; and
  - (4) to the Owner, any remaining balance.

Section 4. Christopher J. Weber, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Real Property Records of Bexar County, Texas.

Section 5. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

Section 6. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as any be amended hereafter, and, which amendment is applicable hereto. The President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hercof so as to comply with said amendments to Section 51.002.

Section 7. Any liens created by Article III, Article V, or Article XL hereof, shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

SIGNATURE PAGE TO FOLLOW

PL 7628 PG 0508



IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the  
10th day of

September, 1998.

DECLARANT

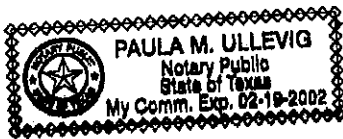
R.B. Stone Valley Development Corp

By: *Jan D. Ramert*  
Jan D. Ramert, Manager

STATE OF TEXAS

COUNTY OF BEXAS

This instrument was acknowledged before me on this 10th the day of September  
1998, by JAN D. RAMERT, Manager of R.B. Stone Valley Development Corp., a Texas  
Corporation.



*Paula M. Ullevig*  
Notary Public, State of Texas

Name Printed: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

AFTER RECORDATION PLEASE RETURN TO :

Jan D. Ramert  
c/o Leonard Cockerill  
106 S. St. Mary's Suite 600  
San Antonio, TX 78205

1017628 880509

HALLENBERGER  
ENGINEERING

ROSALIE HALLENBERGER  
Principal  
CHARLES R. HALLENBERGER, PE  
Principal

Planners  
Engineers  
Surveyors

## 46.181 Acres

A Field Note description of a 46.181-acre tract of land situated in the August Reuss Survey No. 920, Abstract No. 868, C.B. 4941, the Seinegas Irr. & Agr. Co. Survey No. 13, Abstract No. 725, C.B. 4832 and the L.C. Grothaus Survey No. 10., Abstract No. 931, C.B. 4940 in Bexar County, Texas and being that same described by deed recorded in Volume 3468 at Pages 1175 through 1178 of the Real Property Records of said Bexar County, Texas, said 46.181-acre tract being more particularly described by metes and bounds as follows:

- COMMENCING:** At an Iron Pin set in the east Right-of-Way of Blanco Road for the southwest corner of said 1272.636-acre tract and being the northwest corner of that 1048.164-acre tract described by deed recorded in Volume 6506 at Pages 811-814 of said Deed Records;
- THENCE:** In a northerly direction on the east Right-of-Way of Blanco Road the following calls:  
 N 31° 40' 09" W, 106.85 feet;  
 N 27° 05' 34" W, 94.63 feet;  
 N 24° 04' 10" W, 122.34 feet;  
 N 17° 51' 50" W, 32.58 feet to an Iron Pin for the southwest corner of a 127.629-acre tract described by deed recorded in Volume 3116 at Page 559 of the Real Property Records of said Bexar County;
- THENCE:** N 55° 18' 17" E, along the southeast boundary of said 127.629-acre tract, 391.04 feet to an Iron Pin for a bend;
- THENCE:** N 40° 40' 30" E, continuing on said boundary, 421.93 feet to an Iron Pin for a bend in said 127.629-acre tract boundary and being the southwest corner and POINT OF BEGINNING of this Tract;
- THENCE:** Northerly on the common boundaries of said 127.629-acre tract and this 46.181-acre tract the following five calls:  
 N 05° 20' 21" W, 537.33 feet to an Iron Pin for a bend;  
 N 25° 04' 03" W, 342.24 feet to an Iron Pin for a bend;  
 N 41° 29' 47" W, 347.13 feet to an Iron Pin for a bend;  
 N 08° 00' 17" E, 323.15 feet to an Iron Pin for a bend;  
 N 31° 50' 00" E, 1426.03 feet to an Iron Pin set in the south Right-of-Way of Wilderness Oak (86.00 feet) in a curve to the left whose center bears N 08° 41' 07" E, 743.00 feet and whose long chord bears S 86° 19'

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- 53° E, 129.94 feet, from said Iron Pin marking the northwest corner of this tract the east Right-of-Way of Blanco Road is 1391.82 feet westerly along said Wilderness Oak south Right-of-Way;
- THENCE: On said curve to the left and south Right-of-Way of Wilderness Oak through a central angle of 10° 02' 00" an arc distance of 130.11 feet to an Iron Pin;
- THENCE: N 88° 39' 08" E, 287.96 feet continuing on said Wilderness Oak Right-of-Way to an Iron Pin for the northeast corner of this Tract;
- THENCE: S 05° 50' 19" E, 524.67 feet to an Iron Pin for the beginning of a curve to the left whose center bears N 84° 09' 41" E, 400.00 feet and whose long chord bears S 29° 14' 01" E, 317.65 feet;
- THENCE: On said curve to the left through a central angle of 46° 47' 24" an arc distance of 326.66 feet to an Iron Pin;
- THENCE: S 52° 37' 43" E, 212.67 feet to an Iron Pin for a corner;
- THENCE: S 37° 22' 17" W, 66.79 feet to an Iron Pin for a corner;
- THENCE: S 54° 46' 18" W, 79.20 feet to an Iron Pin for a corner;
- THENCE: S 66° 08' 23" W, 56.86 feet to an Iron Pin for a corner;
- THENCE: S 14° 44' 37" W, 196.47 feet to an Iron Pin for a corner;
- THENCE: S 21° 23' 19" W, 128.88 feet to an Iron Pin for a corner;
- THENCE: S 30° 39' 02" W, 156.92 feet to an Iron Pin for a corner;
- THENCE: S 77° 33' 38" W, 139.27 feet to an Iron Pin for a corner;
- THENCE: S 54° 34' 10" W, 310.50 feet to an Iron Pin for a corner;
- THENCE: S 41° 59' 14" W, 107.63 feet to an Iron Pin for a corner;
- THENCE: S 25° 29' 51" W, 72.01 feet to an Iron Pin for a corner;
- THENCE: S 00° 21' 21" E, 161.00 feet to an Iron Pin for a corner;
- THENCE: S 06° 34' 55" W, 104.69 feet to an Iron Pin for a corner;

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THENCE: S 16° 54' 19" W, 213.21 feet to an Iron Pin for a corner;  
THENCE: S 34° 56' 54" W, 214.72 feet to an Iron Pin for a corner;  
THENCE: S 42° 11' 51" W, 101.24 feet to an Iron Pin for a corner;  
THENCE: S 32° 00' 19" W, 94.34 feet to an Iron Pin for the southeast corner of this Tract;  
THENCE: N 60° 56' 43" W, 30.89 feet to the POINT OF BEGINNING and containing 46.181 acres of land.



*Jack C. Evans*  
Jack C. Evans  
R.P.L.S. No. 1523  
December 2, 1994

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RECORDERS MEMORANDUM

At time of Recordation this instrument was found to be inadequate for good photographic reproduction due to : (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

Any provision herein which restricts the sale, rental, 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 FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED the Official Public Record of Real Property of Bexar County, Texas on:

Filed for Record in:  
BEXAR COUNTY, TX  
GERRY RICKHOFF, COUNTY CLERK

On Sep 10 1998

At 12:26pm

SEP 17 1998

Receipt #: 160643  
Recording: 73.00  
Doc/Mgmt: 6.00

Doc/Num : 98- 0161784

Deputy -Jane Esteves



*Gerry Rickhoff*

COUNTY CLERK BEXAR COUNTY, TEXAS

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**FIRST AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR STONE VALLEY PLANNED UNIT DEVELOPMENTS UNITS I, II, & III**

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

That we, the undersigned President and Secretary of Stone Valley Property Owners Association, Inc., do, by our signatures below, certify that the following Amendment was adopted by consent of a majority of the Lots within the Stone Valley Subdivision in order to amend the Declaration of Covenants, Conditions and Restrictions for Stone Valley Planned Unit Developments, Units I, II and III, executed on September 29, 1995, and recorded at Volume 6559, Page 1639, *et seq.*, Official Public Records of Real Property of Bexar County, Texas, as proved by the documents attached hereto, to wit:

Article V, Section 10 is hereby amended to read as follows:

**Section 10. Effect of Nonpayment of Assessments: Remedies of the Association.** An assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest legal rate. In addition, the Board of Directors may impose monthly, recurring late fees on unpaid assessments, in any amount deemed reasonable by the Board of Directors, which shall be secured by a lien on each lot on which assessments are delinquent, in like manner and to the same effect as an assessment. The Owners' Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Owner's Lot. No owner may waive or otherwise escape liability for the assessment provided herein by non-use of the Common Area or abandonment of his Lot. (See Article XLIII titled "Non-Judicial Foreclosure."). Further, payments made shall be applied first to interest until all interest owed has been paid, then to late fees in similar manner, and finally to assessments.

Thus certified by the President and Secretary of the Association, to witness which we have set forth our signatures below.



STONE VALLEY PROPERTY OWNERS  
ASSOCIATION, INC.,  
A Texas Non-Profit Corporation

By: Todd Hankins  
Todd Hankins, President

Steve Marks  
Steve Marks, Secretary

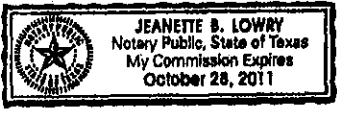
STATE OF TEXAS §

COUNTY OF BEXAR §

Before me, a Notary Public, on this day personally appeared Todd Hankins and Steve Marks, known to me to be, respectively, the President and Secretary of Stone Valley Property Owners Association, Inc., and acknowledged that they had executed the foregoing Amendment as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 15<sup>th</sup> day of June, 2009.

Jeanette B. Lowry  
Notary Public, State of Texas



AFTER RECORDING RETURN ORIGINAL TO:  
Tom L. Newton, Jr.  
Allen, Stein & Durbin, P.C.  
6243 IH 10 West, 7<sup>th</sup> Floor  
San Antonio, Texas 78201  
5069001-651RR4-2

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 FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Doc# 20090131817 Fee: \$20.00  
07/13/2009 4:15PM # Pages 2  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK

JUL 13 2009

Gerard Rickhoff  
COUNTY CLERK BEXAR COUNTY, TEXAS

RESOLUTION  
Stone Valley Property Owners Association  
Approved by Stone Valley Board of Directors April 14, 2005  
Effective August 1, 2005

WHEREAS, Section VII of the By Laws grants the Board power to adopt and publish rules and regulations, and to exercise for the Association all powers, duties, and authorities vested in or delegated to the Association and not otherwise herein reserved to the members of the association in the Articles or Declaration, and

WHEREAS, the Board wishes to develop a policy for the enforcement of the provisions of Article XIX, Vehicles, to which includes the statement: "No vehicle of any description may be parked overnight on any street within the Properties."

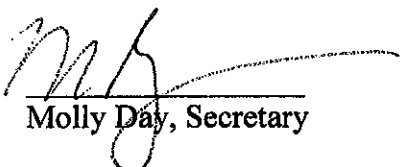
NOW THEREFORE, BE IT RESOLVED THAT the following procedures be adopted:

1. The Board enters into contract with a towing company to establish and implement a towing policy, in accordance with provisions of the Declaration, concerning vehicles in violation of provisions of the Declaration.
2. The Board advises property owners, in writing, of the towing policy prior to implementation.
3. The Board implement and manage the towing policy in conjunction with the Association's management company and the towing company to include the following:
  - a. The towing policy will be in effect from 12a.m. to 6 a.m. daily with the exception of Section b below.
  - b. The towing policy includes the No Parking Zone at the pool and recreation area where towing will be enforced at all times.
  - c. Signage will be posted in accordance with towing company policy and/or appropriate City Code.
  - d. Provisions will be made by the Board to accommodate property owners and lessees who have overnight guests and/or need to temporarily park vehicles in the street.
  - e. The Board will attempt to notify and warn, in writing, a vehicle owner who is in violation of the Declaration by providing a Letter of Notification of Violation to the Property Owner (s) in the immediate vicinity of the parked vehicle.
  - f. After a good faith attempt of written notification is made by the Board and/or its management company, the Board will decide what subsequent action will be taken, and then, if deemed appropriate, will notify the towing company to remove a vehicle from the Properties.

  
Scott Woods, President

10-11-05  
Date

Attest:

  
Molly Day, Secretary