

**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS  
FOR ADOBE RANCH ACRES SUBDIVISION. UNITS ONE, TWO AND THREE AND  
ANNEXATION TO THE ADOBE RANCH ACRES HOMEOWNERS ASSOCIATION**

**THE STATE OF TEXAS   §**

**COUNTY OF BEXAR       §**

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, ADOBE RANCH ACRES., a Texas Non-profit Corporation (Declarant), acting herein by and through its duly authorized office, as owner, does hereby adopt and impress the following restrictions upon the following described real property:

Lots 1 through 7, Block 3, and Lots 1 through 14, Lots 15 through 36, Lots 37 through 49, Block 2, County Block 4483, all situated within Bexar County, Texas, according to the map or plat thereof record in the Deed and Plat Records of Bexar County, Texas.

WHEREAS Declarant hereby certifies that it has subdivided the above described lands as shown by the map and plat of such subdivision, which map and plat have heretofore been filed as the true and correct survey, map and plat hereof, and which subdivision is and shall be known as Adobe Ranch Acres;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community and in the subdivision, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, through a meeting held by the Association on November 5, 2025, it was determined that the requisite majority of members have approved the adoption of certain changes into the Declarations per the terms of Article XXXIII of said Declarations;

WHEREAS, ADOBE RANCH ACRES HOMEOWNERS ASSOCIATION has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to the subdivision and such other real property, if any, as may be annexed thereto and become subject to the jurisdiction of said Association; and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purposes of subjecting said property and the

Owners thereof to the jurisdiction of said Adobe Ranch Acres Homeowners Association;  
and

NOW, THEREFORE, Declarant hereby agrees and declares that the Properties above described as constituting Adobe Ranch Acres is and shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereinafter be subject to the jurisdiction and assessments of Adobe Ranch Acres Homeowners Association.

## **ARTICLE I DEFINITIONS**

Section 1. "Association" shall mean and refer to Adobe Ranch Acres Homeowners Association, its successors and assigns.

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 Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Articles of Incorporation.

Section 4. "Subdivision" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties

Section 7. "Declarant" shall mean and refer to Adobe Ranch Acres Homeowners Association, its successors and assigns.

## **ARTICLE II PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the 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 reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by seventy percent (70%) of Members agreeing to such dedication or transfer has been recorded.
- (d) The right of the Association to establish reasonable rules and regulations governing such use.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, or contract purchaser who reside on the property.

Section 3. Other Additions. Upon approval in writing of the Association pursuant to a vote of its Members as provided herein, the owner of any property which is not delineated on Exhibit A attached hereto who desires to add it to the scheme of this Declaration and to subject to the jurisdiction of the Association, may file or record a Supplementary Declaration of Covenants and Restrictions, described as follows: (1) a general indication of the size and location of the additional land and proposed land uses in each; (2) the approximate size and location of common properties proposed for said land; (3) the general nature of proposed common facilities and improvements; and (4) a statement that the proposed additions, if made, will become subject to assessment for their just share of Association expenses.

Section 4. Mergers. Upon a merger or consolidation of the Association with another association as provided herein, its properties, rights and obligations may, by operation of Law, be transferred to another surviving or consolidated association, or, alternatively, properties, rights and obligations of another association may, by operation of Law, be added to the properties, rights and obligations of the Association as surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the existing property except as hereinafter provided.

Section 5. Approval. Approval of the "other additions", as set forth under Section 3, above, and "mergers" as set forth in Section 4 above, will require the affirmative vote of a majority of the votes of each class of Members voting in person or by proxy at meeting duly called for this purpose, notice of which shall be given at least thirty (30) days in advance of such meeting.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessments shall be a Member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one (1) class of voting membership:

Members shall be all of the Owners of Lots designated for single family residential units and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties hereby covenants, and each Owner

of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and/or (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The 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 his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area, and the Association shall maintain such Common Area.

Section 3. Maximum Annual Assessment.

(a) The maximum annual assessment may be increased each year, not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment for all members may be increased above ten percent (10%) by an affirmative vote of two-thirds (2/3) of Members who are voting in person, by proxy or absentee ballot at a meeting duly called for this purpose.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such special assessment shall require the assent of two-thirds (2/3) of the votes of Members who are voting in person, by proxy or absentee ballot at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than

sixty (60) days in advance of the meeting. The required quorum shall be thirty percent (30%).

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot, and may be collected on a monthly, quarterly, semi-annual or annual basis as determined by the Board of Directors.

Section 7. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of any change in the annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. 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.

Section 8. Effect of Non-Payment 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 rate of ten percent (10%) per annum. The Association may file a notice of unpaid assessment in the Deed Records of Bexar County, Texas, which shall be record notice to all parties of unpaid assessments, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. 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.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE V**  
**USE RESTRICTIONS AFFECTING COMMON AREAS**

Section 1. No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Area) shall be permitted on the Common Areas.

Section 2. No planting or gardening shall be done in the Common Areas by individual Lot Owners, and no fences, hedges or walls shall be erected or maintained upon the Common Area, except such as are installed by the Declarant in connection with the construction of the initial improvements thereon, or such as are approved by the Board of Directors.

## **OTHER RESTRICTIONS**

### **ARTICLE VI 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.

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

No activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes; provided, however, that a residence may be used for a Home Occupation (as hereinafter defined) provided that:

- (i) no person other than a resident of the residence shall be engaged or employed in the Home Occupation at the site;
- (ii) there shall be no visible storage or display of occupational materials or products;
- (iii) there shall be no exterior evidence of the conduct of a Home Occupation, and no Home Occupation shall be conducted on the Lot outside of the residence; and
- (iv) no additional parking shall be provided for the Home Occupation.

As used herein, the term "Home Occupation" shall mean a commercial enterprise conducted within a residence which is incidental to the principal residential use. No noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any Lot which may be or shall become an annoyance or a nuisance to the neighborhood.

**ARTICLE VII  
ARCHITECTURAL CONTROL**

There is hereby created an Architectural Control Committee to serve until their successors are named. Subject to the terms hereinafter set forth, the Board of Directors shall have the right to add Members to the Committee and to 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. Members of said Committee and their representative shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim of loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage 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 written 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 but shall be entitled to be fully reimbursed for all amounts reasonably expended in the performance of their responsibilities.

No building, fence, or other structure shall be erected, placed or altered on any Lot in the subdivision, nor shall any landscaping be commenced on any Lot in the subdivision until the plans and specifications, including exterior elevations for such building, fence or other structure or landscaping and a plat showing the location of such building, fence or other structure or landscaping, shall have been approved in writing to the Architectural Control Committee as to the quality of workmanship and materials, conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography and finished ground elevation by the Architectural Control Committee. In the event said Committee, or its designated representative, fails to approve or disapprove any plans and specifications or plat within thirty (30) days after the same have been submitted to it, or in the event no suit to enjoin the erection or alteration of such building, fence or structure has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to be fully complied with.

In the event said Committee, or its designated representative, fails to approve or disapprove any plans and specifications or plat within thirty (30) days after the same have been submitted to it, or in the event no suit to enjoin the erection or alteration of such building, fence or structure has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to be fully complied with.

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 or to correct or avoid undue hardships to Owners. The decision of the Architectural Control Committee shall be final and binding upon the applicant and the Owners.

The Architectural Control Committee shall be duly constituted for the entire period of duration of this Declaration. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association.

#### **ARTICLE VIII SIZE OF DWELLING**

The total floor area of the main residence structure of any single family dwelling on individual Lots shall not be less than 1600 square feet for a one story dwelling, 1800 square feet for a two story dwelling, and 2000 square feet for a three story dwelling, such square footage to be exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area.

#### **ARTICLE IX 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 500 square feet.

**ARTICLE X  
MASONRY REQUIREMENTS**

The exterior walls of the main residence building constructed on any Lot shall be composed of a minimum of fifty percent (50%) masonry, rock, or masonry veneer. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick and rock; and all other materials commonly referred to in the San Antonio area as masonry. 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.

**ARTICLE XI  
FENCES**

No wood or chain link fencing shall be built or maintained forward of the front wall line of the main structure on any lot, nor shall any front fencing be placed closer than twenty feet (20') from the front property line of said lot. An exception shall be made in the case of retaining walls not to exceed forty-eight inches (48") above the ground which have been approved by the Architectural Control Committee.

No front yard fencing shall be permitted on corner lots. No wall, hedge or planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of street property lines with the edge of a driveway pavement. 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.

Rear and side lot fencing may be constructed of wood, masonry, a combination of masonry and simple wrought iron bars or wood slats, chain link or other fencing material. Chain link fencing may not be used forward of the front building setback line of the primary structure on any lot and construction of any fence shall not commence until approval has been obtained from the Architectural Control Committee as set out in Article VII above.

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

## **ARTICLE XII DRIVEWAYS AND SIDEWALKS**

All driveways shall be surfaced with concrete or asphalt and shall be at least ten (10) feet in width from the front property line to the garage. Sidewalks are not required. No gravel driveways shall be permitted.

## **ARTICLE XIII ROOFS**

The surface of all roofs on principal and secondary structures shall be wood shingle, wood shakes, tile, standing seam metal, or composition shingle (210) pounds or more). 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.

## **ARTICLE XIV TEMPORARY STRUCTURES**

No structure of a temporary character -- trailer, 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 or similar vehicle shall at any time be connected to utilities situated within the Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the subdivision controlled by these covenants. The definition of a trailer in this covenant specifically includes a mobile home on which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently. Further, the definition of a trailer in this covenant specifically includes a mobile home upon which the wheels have been left attached, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently.

**ARTICLE XV  
SIGNS**

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 rent or sale.

**ARTICLE XVI  
MAINTENANCE**

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

If no home or residence is built on a Lot, the Board of Directors 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 dead trees, shrubs and plants removed therefrom. The Board of Directors 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 such Lot shall have the obligation to reimburse the Board of Directors for the cost of any such maintenance or removal upon demand.

**ARTICLE XVII  
UTILITY EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved for the Declarant and the Association as shown on the recorded plat. Furthermore, all street rights-of-way are hereby dedicated as a safety lane and an easement for water, telephone, electricity and cable television; provided, however, that the street rights-of-way and all utilities therein shall be conveyed by Declarant either (i) to the appropriate utility companies or municipalities or (ii) to the Association as Common Areas at such time as Declarant deems it appropriate for the development of the subdivision. If the Declarant conveys the street rights-of-way and any or all utilities to the Association, the Association shall thereafter pursuant to Article II, Section 1(c) have the right to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes

and subject to such conditions as may be agreed to by the Members and such other conditions as specifically set forth in Article II, Section 1(c).

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 water flow through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such areas shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

### **ARTICLE XVIII SUBDIVISION FENCE**

Easements are established on the Subdivision Plat including a one-foot non-access easement along Antonio Road. None of the Lots subject to the non-access easement shall be permitted to have a driveway or other vehicular access onto the Lot from Antonio Road nor shall any Owner, resident, or other person access such Lots in any manner from Antonio Road.

A perimeter fence has been constructed along the boundary of the Subdivision adjoining Antonio Road and such fence shall be the property of the Association and will be maintained by the Association. An easement is hereby created upon and across Lot 1, Block 2 and Lot 1, Block 3 adjoining Antonio Road for the purpose of construction, maintenance, repair and replacement of such perimeter fence and for access to such fence for such purposes. The Owners of Lot 1 Block 2 and Lot 1 Block 3 upon which the perimeter fence shall be erected shall not replace any portion thereof without the prior approval of the Association and all repairs or replacements thereto shall preserve the appearance thereof by using matching materials, or such materials and colors as the Association may designate.

An easement for construction, reconstruction, repair, and maintenance of any subdivision entry wall, monument or sign, now or hereafter erected on a Lot, is hereby reserved to Declarant and the Association upon and across each such Lot. No Owner or a Lot on which a subdivision entry wall, monument, or sign is placed shall do or permit any act which damages, defaces or alters such wall, monument or sign or obscures the same from view of any adjoining street. Any vegetation between such wall, monument, or sign and an adjoining street shall be maintained by the Lot Owner in a neat, orderly and

trimmed condition, failing which the Association may enter on the Lot for such purposes and at the expense of the Owner.

## **ARTICLE XIX VEHICLES**

No trailer, recreational vehicle, tent, boat, or stripped down, wrecked, junked, or wholly inoperable vehicle shall be kept, parked, stored, or maintained on any portion of the driveway or front yard in front of the building line of the permanent structure and same shall be kept, parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots or streets. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

A trailer, recreational vehicle, or boat may be parked on any portion of the driveway uncovered for a time limit not to exceed three (3) days.

No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents the view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of servicing such Lot.

## **ARTICLE XX NUISANCES**

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

No Owner shall do any act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their Owners.

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 for reasonable security or landscape lighting that has the approval of the Architectural Control Committee).

No 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.

### **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. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park or drainage area in said subdivision.

### **ARTICLE XXII PETS**

No animals, livestock or poultry other than dogs, cats, or horses shall be raised, bred or kept on any Lot, and provided further, that no more than three (3) adult dogs and four (4) adult cats may be kept on a single Lot and nor more than one (1) horse may be kept per one and one-half (1.5) acre homesite.

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 Board of Directors. It shall be the responsibility of the Owners of such household pets to prevent the animals from running loose or becoming a nuisance to other residents. It shall be the absolute duty and responsibility of each Owner to clean up after such animals which have used any portion of the Common Areas.

### **ARTICLE XXIII 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 any wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structures 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 except for propane tanks incidental to a barbecue or for the purpose of heating a swimming pool or spa. Any such tank must be screened from view of any other lot with screening material approved in advance by the Architectural Control Committee.

#### **ARTICLE XXIV WATER AND SEWAGE SYSTEMS**

Individual water supply systems, if applicable, and sewage disposal systems shall be permitted on each lot, provided that each such system shall comply with all state and federal regulations applicable to the installation and maintenance thereof.

#### **ARTICLE XXV RADIO OR TELEVISION ANTENNA**

No radio or television aerial wires or antennae 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 exceeds more than fifteen feet (15') above the highest part of the roof of the main residence on said Lot, where visible from the street.

#### **ARTICLE XXVI DRAINAGE EASEMENTS**

Easements for drainage throughout the subdivision are reserved as shown on the aforementioned recorded plats, 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 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;
- (3) Construct, erect or install a fence of other structure of any type or nature within or upon such drainage easements so as to divert. increase. accelerate or impede the natural flow of water over and across such 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 XXVI 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 XXVI shall in no way affect any other recorded easement in the subdivision.

#### **ARTICLE XXVII ATHLETIC FACILITIES**

No basketball goals or backboards or any other similar sporting equipment or either a permanent or temporary nature shall be placed within twenty-five feet (25') from the front property line of any Lot in the subdivision without the prior written consent of the Architectural Control Committee.

#### **ARTICLE XXVIII GARAGES**

An enclosed garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence, which garage is available for parking automobiles at all times without any modification being made to the interior of said garage. The openings of such garage must be situated behind the setback lines of the Lots. A porte cochere may be allowed subject to approval of the Architectural Control Committee.

Carports may be constructed on any lot in the subdivision, but they must be built with matching materials of existing home, be located behind setback lines of the lot and are subject to approval of the Architectural Control Committee.

#### **ARTICLE XXIX**

(Not used.)

#### **ARTICLE XXX SETBACK LINES**

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the minimum building setback lines shown on the recorded plat. If the recorded plat does not show a setback or side lot line restriction, no building shall be located on any lot nearer than fifty (50) feet to the front property line, nor ten (10) feet to the side lot line. No dwelling shall be located on any lot nearer than twenty-five (25) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a said lot to encroach upon another lot or any utility easement.

#### **ARTICLE XXXI NO WALL OR WINDOW AIR CONDITIONING UNITS**

There may be no individual wall or window air conditioning units visible from the street in any residential structure on any Lot in the subdivision.

#### **ARTICLE XXXII CONSTRUCTION DEADLINES**

All single-family residences on individual Lots must be completed and ready for occupancy within one (1) year from the day slab forms are erected.

**ARTICLE XXXIII  
TERM**

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming through and under it until each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten years unless an instrument executed by a majority of the then Owners of the Lots in the subdivision controlled by these covenants has been recorded agreeing to change said covenants in whole or in part.

**ARTICLE XXXIV  
ENFORCEMENT**

The Association or any person or persons owning real property situated in the subdivision controlled by these covenants shall have the right to enforce by a proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed by the provisions of this Declaration. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same. Failure by the Association, or any Owner to enforce any restriction, condition, covenant, reservation, lien or charge contained herein shall in no event be deemed a waiver of the right to do so thereafter.

**ARTICLE XXXV  
PARTIAL INVALIDITY**

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

**ARTICLE XXXVI  
AMENDMENT**

At any time, the Owners of the legal title to sixty-seven percent (67%) of the Lots within the subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas.

EXECUTED THIS 1<sup>st</sup> day of December 2025

  
Cindy Elmore,  
President of Adobe Ranch Acres.

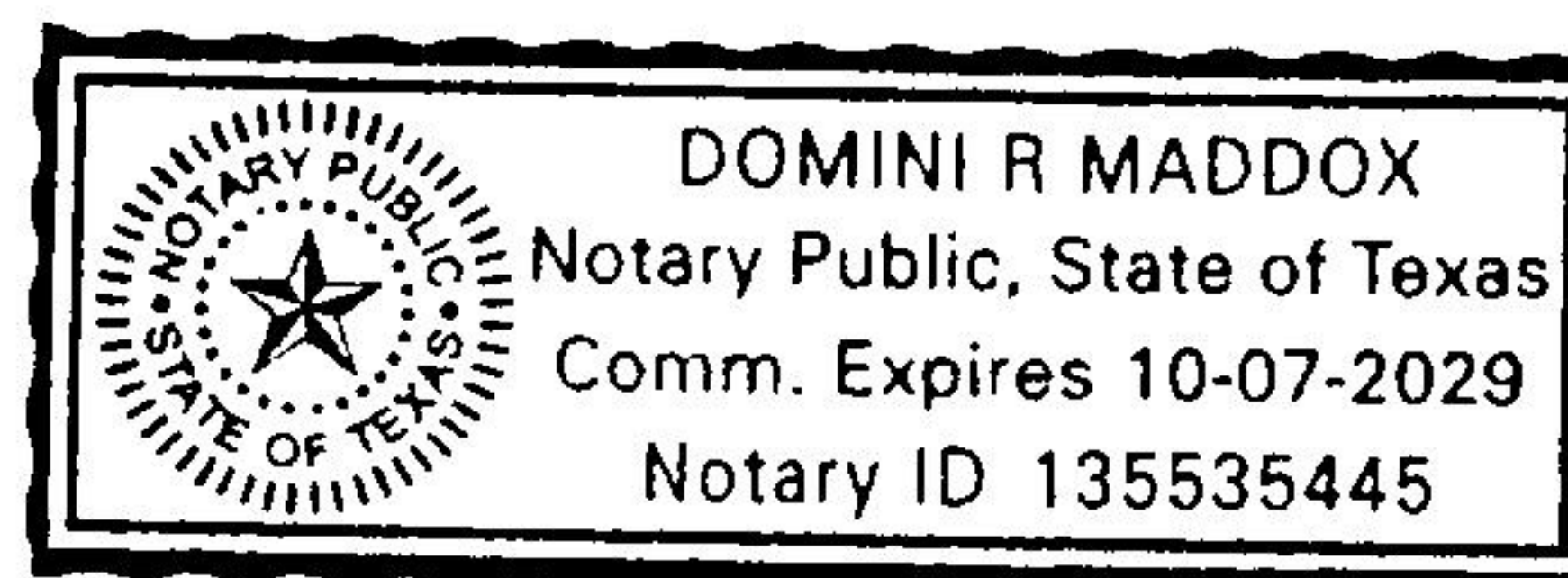
THE STATE OF TEXAS }

COUNTY OF BEXAR }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared, Cindy Elmore, President of Adobe Ranch Acres, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1<sup>st</sup> day of December 2025

  
Notary Public in and for the State of Texas  
My commission expires:



**File Information**

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

**Document Number:** 20250224385  
**Recorded Date:** December 02, 2025  
**Recorded Time:** 3:22 PM  
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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 12/2/2025 3:22 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk