

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF CALEDONIAN

THE STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR       §

NOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Tenotex Partners, Inc., a Texas Corporation (the "Declarant") is the sole record owner of that certain property heretofore platted and subdivided into that certain residential subdivision known as Caledonian according to the map or plat thereof recorded in Volume 20001, Pages 396-403 of the Deed and Plat Records of Bexar County, Texas (the "Subdivision"); and

WHEREAS, the Declarant desires to establish a uniform plan for the development, improvement and sale of the Lots in the Subdivision, and to ensure the preservation of such uniform plan for the benefit of both the present and future owners of residential Lots in the Subdivision in order to protect and enhance the quality, value, desirability, and attractiveness of all Lots in the Subdivision.

NOW, THEREFORE, the Declarant hereby declares as follows:

**ARTICLE I**  
**DEFINITIONS**

As used in this Declaration, the terms set forth below shall have the following meanings:

**SECTION 1.1.**       **ANNUAL ASSESSMENT(S).** The assessments levied pursuant to Article VII hereof for managing, maintaining, operating, repairing, and insuring the Common Area, and other purposes set out in this Declaration.

**SECTION 1.2.**       **ARCHITECTURAL REVIEW COMMITTEE OR ARC.** The Architectural Review Committee established and empowered in accordance with Article IV of this Declaration, which term shall also include the Modifications Committee referenced in Section 4.2 of this Declaration.

**SECTION 1.3.**       **ARCHITECTURAL GUIDELINES.** Those guidelines and standards the Architectural Review Committee is empowered to adopt and amend from time to time, which govern the Improvement to Property.

**SECTION 1.4.**       **CERTIFICATE OF FORMATION.** The Certificate of Formation of the Association filed with the Texas Secretary of State.

**SECTION 1.5.**       **ASSOCIATION.** CALEDONIAN HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and/or assigns.

**SECTION 1.6.**       **ASSESSMENT(S).** Collectively, the Annual Assessments, Special Assessments, Reimbursement Assessments, Capitalization Assessments and other permitted assessments levied from time to time in accordance with this Declaration.

**SECTION 1.7.**       **BOARD OR BOARD OF DIRECTORS.** The Board of Directors of the Association as appointed or elected in accordance with the Certificate of Formation and the Bylaws.

**SECTION 1.8.**       **BUILDER.** Each Owner who is in the construction business or Person who regularly engages in the construction business who purchases a Lot for the purpose of constructing a new Dwelling Unit thereupon for sale to the public.

**SECTION 1.9.**            **BYLAWS.** The Bylaws of the Association, as the same may be amended from time to time.

**SECTION 1.10.**           **COMMON AREA.** All areas situated within the Subdivision other than the Lots, including but not limited to any and all private streets and open spaces shown on the Plats. The Common Area may be owned by (a) the Association for the benefit of and for the common use and enjoyment of the Owners of Lots in the Subdivision; or (b) Declarant for the common use and enjoyment by those Owners of Lots in the Subdivision entitled to use such Common Area, until such time as Declarant conveys fee simple title to such Common Area to the Association.

**SECTION 1.11.**           **DECLARANT.** Shall mean and refer to Tenotex Partners, Inc., a Texas Corporation and its successors and assigns to the extent so designated in writing by Tenotex Partners, Inc. No Person merely providing loans to or purchasing (in the ordinary course of such Person's business) one or more Lots from Tenotex Partners, Inc. shall be considered a "Declarant" unless otherwise expressly set forth by Declarant in writing.

**SECTION 1.12.**           **DECLARATION.** The covenants, conditions, restrictions, easements, reservations and stipulations that shall be applicable to and govern the improvement, use, occupancy, and conveyance of all the Lots and Common Area in the Subdivision set out in this instrument or any amendment thereto.

**SECTION 1.13.**           **DWELLING UNIT(S).** A residential building designed for, and limited and restricted to, occupancy by a single family on a Lot. Notwithstanding the foregoing, in no event shall any accessory building or garage be used for residential occupancy. References to "home" or "homes" or "house" or "houses" herein be deemed as references to Dwelling Unit(s).

**SECTION 1.14.**           **ELECTION DATE.** The earliest of the following dates: (a) the date the last Lot in the Subdivision is deeded by Declarant or a Builder to a homeowner, or (b) the date that Declarant by written notice to the Board, notifies the Board of its election to relinquish and turn over control of the Association to the Class A Members.

**SECTION 1.15.**           **GREENBELTS.** Those certain natural vegetation areas designated by Declarant abutting one or more of the interior non-perimeter Lots (those Lots not backing onto the outer perimeter of the Subdivision) situated generally to the rear of such non-perimeter Lots (and in some instances along the sides of such interior non-perimeter Lots) that are depicted on the Plats as part of the open space areas and serve as buffer areas separating such affected non-perimeter Lots from other Lots to the rear of, or in some cases, to one side of such affected non-perimeter Lots.

**SECTION 1.16.**           **IMPROVEMENT TO PROPERTY.** Includes, without limitation: (a) the construction, installation or erection of any building, structure, or any other Improvements, including but not limited to utility facilities; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvements; (c) the grading, excavation, filling, or similar disturbance to the surface of any Lot, including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation or changes to the landscaping on any Lot; and (e) any exterior modification, expansion, change or alteration of any previously approved Improvement to Property, including any change of exterior appearance, color, or texture not expressly permitted by this Declaration, Architectural Guidelines, or the Rules and Regulations.

**SECTION 1.17.**           **IMPROVEMENTS.** All structures and any appurtenances thereto of every type or kind, including, but not limited to: buildings, outbuildings, swimming pools, spas, hot tubs, patio covers, awnings, gazebos, storage sheds, painting of any exterior surfaces of any visible structure, additions, sidewalks, walkways, sprinkler pipes, garages, carports, roads, driveways, parking areas, fences, screening, walls, retaining walls, stairs, decks, fixtures, windbreaks, poles, signs,

exterior tanks, exterior air conditioning fixtures and equipment, water softener fixtures, exterior lighting, recreational equipment or facilities, radio, conventional or cable or television antenna or dish, microwave television antenna, and landscaping that is placed on and/or is visible from any Lot.

**SECTION 1.18.**      **LOT(S).** Each of the single family residential parcels shown on the Plats of the Subdivision.

**SECTION 1.19.**      **MAINTENANCE FUND.** Any accumulation of the Assessments collected by the Association in accordance with the provisions of this Declaration and interest, fines penalties, costs and other sums and revenues collected by the Association pursuant to the provisions of this Declaration or the Bylaws.

**SECTION 1.20.**      **MEMBER(S).** All Owners of Lots as provided in Section 3.3 of this Declaration.

**SECTION 1.21.**      **MORTGAGE.** A security interest, mortgage, deed of trust, or lien instrument voluntarily granted by an Owner of a Lot to secure the payment of a loan made to such Owner, duly recorded in the Official Public Records of Real Property of Bexar County, Texas, and creating a lien or security interest encumbering a Lot and some or all Improvements situated thereupon.

**SECTION 1.22.**      **MORTGAGEE.** A mortgagee under a Mortgage or a beneficiary under a deed of trust, as the case may be, and the assignees of any such mortgagee or beneficiary.

**SECTION 1.23.**      **NOTICE AND HEARING.** A written notice and a hearing before the Board of Directors or a tribunal appointed by the Board in the manner provided, as applicable, in this Declaration, or the Bylaws.

**SECTION 1.24.**      **OWNER(S).** Any person, firm, corporation, partnership, limited liability company or other entity, including Declarant, or any combination thereof that is the record owner of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as a security for the performance of an obligation.

**SECTION 1.25.**      **PERSON(S).** A natural person, a corporation, a partnership, a limited liability company or any other legal trust or entity.

**SECTION 1.26.**      **PLAT(S).** The official plat or plats of the Subdivision recorded in Volume 20001, Pages 396-403 of the Deed and Plat Records of Bexar County, Texas, together with any amended or vacating plats or replats subsequently filed in connection therewith or related thereto or related thereto and any other subdivisions annexed into the jurisdiction of the Association by a Supplemental Declaration and any replats thereof.

**SECTION 1.27.**      **PLANS.** The final construction plans and specifications (including a related site plan) for all elevations (front, side and rear) of any Dwelling Unit, building or other Improvements of any kind to be erected, installed, placed, constructed, planted, maintained or altered on any portion of a Lot.

**SECTION 1.28.**      **PROPERTY.** All of that certain land in the Subdivision known as Caledonian, which is more particularly described on and covered by the Plats.

**SECTION 1.29.**      **REIMBURSEMENT ASSESSMENT.** A charge against a particular Owner and such Owner's Lot for the purpose of reimbursing the Association for expenditures and other costs of the Association incurred in curing any violation, directly attributable to the Owner, of this Declaration or the Rules and Regulations, pursuant to Section 7.10 hereof.

**SECTION 1.30. RULES AND REGULATIONS.** Such rules and regulations as the Association may promulgate from time to time with respect to the Subdivision, which may include reasonable provisions for fines for violation of such Rules and Regulations.

**SECTION 1.31. SPECIAL ASSESSMENT.** A charge against each Owner and such Owner's Lot as approved by the Members in accordance with Section 7.4 hereof.

**SECTION 1.32. SUBDIVISION.** All of that certain real property covered by the Plats.

**ARTICLE II**  
**ESTABLISHMENT OF GENERAL PLAN**

**SECTION 2.1. GENERAL PLAN AND DECLARATION.** This Declaration hereby is established pursuant to and in furtherance of a common and general plan for the improvement and sale of Lots within the Subdivision and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Subdivision. Declarant, for itself, its successors, and permitted assigns, hereby declares that the Subdivision and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration, for the duration thereof. The Lots and Common Area in the Subdivision shall be subject to the jurisdiction of the Association.

**SECTION 2.2. EQUITABLE SERVITUDES.** The covenants, conditions, restrictions, limitations, reservations, easements, and exceptions of this Declaration hereby are imposed as equitable servitudes upon each Lot, and the Common Area within the Subdivision, as a servient estate, for the benefit of each and every other Lot and parcel of Common Area within the Subdivision, as the dominant estate.

**SECTION 2.3. COVENANTS APPURTENANT.** The covenants, conditions, restrictions, limitations, reservations, easements, exceptions, equitable servitudes, and other provisions set forth in this Declaration shall run with, and shall inure to the benefit of and shall be binding upon, all of the Subdivision, and each Lot and the Common Area therein situated, and shall be binding upon and inure to the benefit of: (a) the Subdivision; (b) Declarant and its successors and permitted assigns; (c) the Association and its successors and assigns; and (d) all Persons having, or hereafter acquiring, any right, title, or interest in all or any portion of the Subdivision and their heirs, executors, successors, and assigns.

**SECTION 2.4. RESTRICTION ON FURTHER SUBDIVISION.** No Lot shall be further subdivided, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed by any Owner without the prior written approval of the Board.

**ARTICLE III**  
**MANAGEMENT AND OPERATION OF SUBDIVISION**

**SECTION 3.1. MANAGEMENT BY ASSOCIATION.** The affairs of the Subdivision shall be administered by the Association. The Association shall have the right, power and obligation to provide for the management, acquisition, construction, maintenance, repair, replacement, administration, and operation of the Subdivision as herein provided for and as provided for in the Certificate of Formation, Bylaws, and the Rules and Regulations. In the event of any conflict between the Certificate of Formation and the Bylaws, the Certificate of Formation shall control; and in the event of a conflict between the Certificate of Formation or the Bylaws and the provisions of this Declaration, the provisions of this Declaration shall control. The business and affairs of the Association shall be

managed by its Board of Directors, or a managing agent engaged by the Board, unless otherwise reserved to the Members of the Association by law, the terms of the Declaration, Certificate of Formation, and/or the Bylaws. It shall be the responsibility of each Owner or occupant of a Dwelling Unit to obtain copies of and become familiar with the terms of the Declaration, Certificate of Formation, Bylaws, Rules and Regulations and Architectural Guidelines.

The Association, acting through the Board, shall be entitled to enter into such contracts and agreements concerning the Subdivision as the Board deems reasonably necessary or appropriate to maintain and operate the Subdivision in accordance with the Declaration, including without limitation, the right to grant utility and other easements for uses the Board shall deem appropriate and the right to enter into agreements with adjoining or nearby land owners, governmental entities or utility purveyors on matters of maintenance, trash pick-up, repair, administration, security, traffic, operation of recreational facilities, or other matters benefitting the Subdivision. In addition to other powers granted to the Board of Directors herein or in the Certificate of Formation, the Board of Directors of the Association shall also have the power, but no obligation, to create procedures for resolving disputes between Owners or occupants of Dwelling Units, including appointment of committees to consider or reconsider resolutions of any disputes that arise from time to time.

**SECTION 3.2.**            **BOARD OF DIRECTORS.** The number, term, and qualifications of the members of the Board of Directors shall be governed by the Certificate of Formation and the Bylaws.

**SECTION 3.3.**            **MEMBERSHIP IN ASSOCIATION.** Each Owner, whether one Person or more of a Lot shall, upon and by virtue of becoming such Owner, automatically become and shall remain a Member of the Association until ownership of the Lot ceases for any reason, at which time the membership in the Association shall also automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the ownership of each Lot and may not be separated from such ownership.

**SECTION 3.4.**            **TRANSFER OF MEMBERSHIP FEES.** Prior to changing the name of the Owner of any Lot on the membership rolls of the Association, the Association or its managing agent (if authorized by the Board of Directors) may charge a transfer fee or processing fee in the amount of Two Hundred Fifty and 00/100 (\$250.00) when ownership to any Lot changes or the Mortgage on the Lot is refinanced.

**SECTION 3.5.**            **VOTING OF MEMBERS.** The Association shall have two classes of membership.

**Class A.** Class A Members shall be all those Owners as defined in Section 3.3, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership in Section 3.3. When more than one Person holds 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 vote be cast with respect to any Lot.

**Class B.** The Class B Member shall be Declarant. The Class B Member shall be entitled to sixty (60) votes for each Lot in which it holds the interest required for membership by Section 3.3; provided, however, that the Class B membership shall cease and be converted to Class A membership on the Election Date.

**SECTION 3.6.**            **POWER TO ADOPT RULES AND REGULATIONS.** The Association, acting through its Board of Directors, may adopt, amend, repeal, and enforce Rules and Regulations, fines, levies, and enforcement provisions as it deems necessary or desirable with respect to the

interpretation and implementation of the Declaration, the operation of the Association, the use and enjoyment of the Common Area, and the use of any other Property within the Subdivision, including the Lots. Any such Rules and Regulations shall be reasonable and uniformly applied to all Members and their family, tenants, and guests. Such Rules and Regulations shall be effective only upon adoption by resolution of the Board of Directors and at the Board's election, may be filed of record in the Official Public Records of Real Property of Bexar County, Texas, mailed to the Members, or posted on-line on the Association's website. Each Member shall comply with such Rules and Regulations and shall ensure that Persons claiming through such Member comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth verbatim herein and were made a part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

**SECTION 3.7. POWER TO ENFORCE DECLARATION AND RULES AND REGULATIONS.** The Association shall have the power to enforce the provisions of this Declaration and any Rules and Regulations and shall take such action as the Board deems necessary or desirable to cause compliance by each Member and each Member's family, tenants, or guests. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of the Rules and Regulations of the Association by any one or more of the following means: (a) by entry upon any Lot within the Subdivision, without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or Rules and Regulations, as more particularly described in Section 12.6 hereof; (b) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations, by mandatory injunction or otherwise; (c) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration or the Rules and Regulations; (d) by exclusion of any Member or Member's family, guests, or tenants from use of any recreation facilities in the Common Area during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or Member's family, tenants or guests, unless the breach is a continuing breach in which case, such exclusion shall continue for so long as such breach continues; (e) by suspension of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or Members' family, tenants or guests, of this Declaration or such Rules and Regulations unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (f) by levying and collecting a Reimbursement Assessment against any Member for breach of this Declaration, Certificate of Formation, Bylaws, or such Rules and Regulations by such Member or Member's family, tenants or guests; and (g) by levying and collecting reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations or resolutions of the Board of Directors of the Association, from any Member or Member's family, tenants or guests, for breach of this Declaration or such Rules and Regulations by such Member or Member's family, tenants or guests. In connection with the Association's rights above, Members shall be given notice of the action of the Board and be given an opportunity for a hearing as required by Sections 209.006 and 209.007 of the Texas Property Code, as such sections may be hereinafter amended.

**SECTION 3.8. BOARD ACTIONS IN GOOD FAITH.** Any action, inaction or omission by the Board made or taken in good faith shall not subject the Board or any individual member of the Board to any liability to the Association, the Members or any other party.

**SECTION 3.9. POWER TO GRANT EASEMENTS.** Declarant, while Declarant owns the Common Area and thereafter the Association, shall have the power to grant access, utility, drainage, water facility, cable television, and other such easements in, on, over, or under the Common Area, or any portion thereof. Additionally, the Association shall have the power to grant access, utility, drainage, water facility, cable television, and other such easements in, on, over, and under Lots provided that such easements do not unreasonably interfere with the use and enjoyment of such Lots by their Owners.

**SECTION 3.10. BOOKS AND RECORDS.** The books and records of the Association shall be available for review and inspection in the manner prescribed by the applicable provisions of the Texas Property Code and the Texas Business Organizations Code.

**SECTION 3.11. SECURITY.** Each Owner acknowledges that such Owner is responsible for the security of such Owner's home. It is recommended by the Association that each Owner (1) have an alarm system that includes motion detectors, glass breakage and sensors for their exterior doors and windows of the Dwelling Unit; and (2) vehicles should be parked inside the garage of the Dwelling Unit. If vehicles are left overnight outside, care should be taken by Owners not to leave any valuables in such vehicles.

**SECTION 3.12. SAFETY AND SECURITY IN SUBDIVISION.** NEITHER THE DECLARANT, NOR THE ASSOCIATION, THEIR RESPECTIVE DIRECTORS, OFFICERS, PRINCIPALS, MEMBERS, MANAGERS, EMPLOYEES, AND ATTORNEYS, ("ASSOCIATION AND RELATED PARTIES") SHALL BE CONSIDERED, IN ANY WAY, AN INSURER OR GUARANTOR OF SAFETY OR SECURITY WITHIN THE SUBDIVISION. THE ASSOCIATION AND RELATED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY.

#### **ARTICLE IV ARCHITECTURAL APPROVAL**

**SECTION 4.1. ARCHITECTURAL REVIEW COMMITTEE.** A committee of two (2) members, both of whom shall be appointed by Declarant, except as otherwise set forth herein, has been established by Declarant. Declarant shall have the continuing right to appoint both such members until the Election Date. Thereafter, the Board shall have the right to increase the number of members and to appoint all members. Members of the Architectural Review Committee may, but need not be, Members of the Association and/or members of the Board. Members of the Architectural Review Committee appointed by Declarant may be removed at any time by Declarant and shall serve until resignation or removal by Declarant. Until the Election Date, Declarant will have the exclusive right to fill any vacancies on the Architectural Review Committee arising from a death or resignation of a member thereof. The initial members of the Architectural Review Committee are: Israel Fogiel and Brad Richie. Members of the Architectural Review Committee appointed by the Board may be removed at any time by the Board, and shall serve for such term as may be designated by the Board or until resignation or removal by the Board, whereupon the Board shall thereafter fill any resulting vacancies. The Architectural Review Committee shall have the right to designate a representative to act on its behalf (the "Committee Representative"). All third parties shall be entitled conclusively to rely upon the Committee Representative's actions as the authorized actions of the Architectural Review Committee itself until such time of removal by the Architectural Review Committee.

**SECTION 4.2. MODIFICATIONS COMMITTEE.** Prior to the Election Date, the Declarant and thereafter the Board shall have the right, but not the obligation, at any time to create a separate committee known as the "Modifications Committee" to perform the obligations of the Architectural Review Committee with respect to the review of plans for the alteration or modification of the Improvement to Property after construction of the Dwelling Unit. The Declarant or Board, as applicable, shall also have the right to abolish such committee at any time. In the event such Modifications Committee is created it shall consist of two (2) members appointed by the Declarant or Board, as applicable, and the Declarant or Board, as applicable, shall have the power to remove a member at any time. In the event a Modifications Committee is created, it shall have all of the duties and powers granted to the Architectural Review Committee in this Declaration with respect to the alteration or modification of Improvements to Property unless or until the Declarant or Board, as applicable, determines there should no longer be two (2) separate committees and abolishes the

Modifications Committee, whereupon all such duties and powers shall thereafter be restored to the Architectural Review Committee.

**SECTION 4.3.**            **APPROVAL OF IMPROVEMENTS REQUIRED.** The approval of the Architectural Review Committee shall be required for any Improvement to Property before commencement of construction of such Improvement to Property, other than an Improvement to Property made by Declarant.

**SECTION 4.4.**            **ADDRESS OF COMMITTEE.** The address of the Architectural Review Committee shall be at the principal office of the Association.

**SECTION 4.5.**            **SUBMISSION OF PLANS.** Before commencement of any work to accomplish any proposed Improvement to Property, the Owner of the Lot proposing to make such Improvement to Property (the "Applicant") shall submit to the Architectural Review Committee at its offices copies of such descriptions, surveys, site plans, drainage plans, elevation drawings, landscape plans, fencing or wall plans, construction plans, specifications, and samples of materials and colors as the Architectural Review Committee reasonably shall request, showing the nature, kind, shape, height, width, color, materials, and location of the proposed Improvement to Property, as may be more particularly described from time to time in any Architectural Guidelines adopted by the Architectural Review Committee. The Architectural Review Committee may require submission of additional plans, specifications, or other information before approving or disapproving the proposed Improvement to Property. Until receipt by the Architectural Review Committee of all required materials in connection with the proposed Improvement to Property, the Architectural Review Committee may postpone or suspend review of any materials theretofore submitted for approval.

**SECTION 4.6.**            **CRITERIA FOR APPROVAL.** The Architectural Review Committee shall approve any proposed Improvement to Property only if it determines in its reasonable discretion that the Improvement to Property in the location indicated will not be detrimental to the appearance of the surrounding areas of the Subdivision as a whole; that the appearance of the proposed Improvement to Property will be in general harmony with the surrounding areas of the Subdivision, including, without limitation, quality of materials and location with respect to topography and finished grade elevation; that the Improvement to Property will comply with the provisions of this Declaration and any requirements imposed by the Plats, ordinances, governmental rules, or applicable regulations; and that the Improvements to Property will not materially detract from the beauty, wholesomeness, and attractiveness of the Subdivision or the use and enjoyment thereof by Owners; and that the upkeep and maintenance of the proposed Improvement to Property will not become a material burden on the Association or its Members. The Architectural Review Committee may condition its approval of any proposed Improvement to Property upon the making of such changes thereto as the Architectural Review Committee may deem appropriate or necessary.

**SECTION 4.7.**            **ARCHITECTURAL GUIDELINES.** The Architectural Review Committee from time to time may adopt, supplement or amend the Architectural Guidelines, which provide an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and the Architectural Review Committee may impose additional requirements in connection with its review of any proposed Improvements. If the Architectural Guidelines impose requirements that are more stringent than the provisions of this Declaration, the provisions of the Architectural Guidelines shall control.

**SECTION 4.8.**            **DECISION OF COMMITTEE.** The decision of the Architectural Review Committee shall be made within thirty (30) days after receipt by the Architectural Review Committee of all materials required by the Architectural Review Committee. The decision shall be in writing and, if the decision is not to approve a proposed Improvement to Property, the reasons therefore shall be stated. The decision of the Architectural Review Committee promptly shall be transmitted to the Applicant at the address furnished by the Applicant to the Architectural Review Committee.

**SECTION 4.9. APPEAL TO ASSOCIATION BOARD.** If the Architectural Review Committee denies or refuses approval of a proposed Improvement to Property, the Applicant may appeal to the Board of Directors by giving written notice of such appeal to the Association and the Architectural Review Committee within twenty (20) days after such denial or refusal unless all of the members of the Board are also members of the Architectural Review Committee. The Board of Directors shall hear the appeal with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant and the Architectural Review Committee and a majority of the members of the Board shall decide with reasonable promptness whether or not the proposed Improvement to Property shall be approved. The decision of a majority of the Board of Directors shall be final and binding on all Persons.

**SECTION 4.10. FAILURE OF COMMITTEE TO ACT ON PLANS.** Any request for approval of a proposed Improvement to Property shall be deemed disapproved by the Architectural Review Committee, unless approval or a request for additional information or materials is transmitted to the Applicant by the Architectural Review Committee within thirty (30) days after the date of proof of receipt by the Architectural Review Committee of all required materials, provided, however, that no such deemed approval shall ever operate to permit any Applicant to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines.

**SECTION 4.11. PROSECUTION OF WORK AFTER APPROVAL.** After approval of any proposed Improvement to Property, the proposed Improvement to Property shall be accomplished as promptly and diligently as possible and in strict conformity with the description of the proposed Improvement to Property in the materials submitted to the Architectural Review Committee. Failure to complete the proposed Improvement to Property within nine (9) months after the date of approval or such other period of time as shall have been authorized in writing by the Architectural Review Committee (unless an extension has been granted by the Architectural Review Committee in writing) or to complete the Improvements to Property in strict conformity with the description and materials furnished to the Architectural Review Committee, shall operate automatically to revoke the approval by the Architectural Review Committee of the proposed Improvement to Property. No Improvement to Property pertaining to the construction or remodeling of a Dwelling Unit shall be deemed completed until the exterior fascia and trim on the resulting structure has been applied and finished and all construction materials and debris have been cleaned up and removed from the site and all rooms in the Improvement to Property, other than attics and detached garages, have been finished. Removal of materials and debris shall be required as soon as commercially practicable but in any event within thirty (30) days following completion of any exterior work.

**SECTION 4.12. NOTICE OF NONCOMPLIANCE.** IF, AS A RESULT OF INSPECTIONS OR OTHERWISE, THE ARCHITECTURAL REVIEW COMMITTEE OR BOARD OF DIRECTORS FINDS THAT ANY IMPROVEMENT TO PROPERTY HAS BEEN CONSTRUCTED OR UNDERTAKEN WITHOUT OBTAINING THE APPROVAL OF THE ARCHITECTURAL REVIEW COMMITTEE, OR HAS BEEN COMPLETED OTHER THAN IN STRICT CONFORMITY WITH THE DESCRIPTION AND MATERIALS FURNISHED BY THE APPLICANT TO THE ARCHITECTURAL REVIEW COMMITTEE, OR HAS NOT BEEN COMPLETED WITHIN THE REQUIRED TIME PERIOD AFTER THE DATE OF APPROVAL BY THE ARCHITECTURAL REVIEW COMMITTEE, THE ARCHITECTURAL REVIEW COMMITTEE AND/OR THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO NOTIFY THE APPLICANT OR OWNER IN WRITING OF THE NONCOMPLIANCE ("NOTICE OF NONCOMPLIANCE"). THE NOTICE OF NONCOMPLIANCE SHALL SPECIFY THE PARTICULARS OF THE NONCOMPLIANCE AND SHALL REQUIRE THE APPLICANT OR OWNER TO TAKE SUCH ACTION AS MAY BE NECESSARY OR APPROPRIATE TO REMEDY THE NONCOMPLIANCE.

**SECTION 4.13. FAILURE OF COMMITTEE TO ACT AFTER NOTICE OF COMPLETION.** If, for any reason other than the Applicant's act or neglect, the Architectural Review Committee fails to notify the Applicant of any noncompliance within sixty (60) days after receipt by the Architectural Review Committee of a written Notice of Completion from the Applicant, the Improvement to Property shall be deemed in compliance if the Improvement to Property in fact was completed as of the date of Notice of Completion; provided, however, that no such deemed approval shall operate to permit any Applicant to construct or maintain any Improvement to Property that violates any provision of this Declaration or the Architectural Guidelines, the Architectural Review Committee at all times retaining the right to object to any Improvement to Property that violates this Declaration or the Architectural Guidelines.

**SECTION 4.14. APPEAL TO BOARD OF FINDING OF NONCOMPLIANCE.** If the Architectural Review Committee and/or the Board of Directors gives any Notice of Noncompliance, the Applicant or Owner may appeal to the Board of Directors by giving written notice of such appeal to the Board and the Architectural Review Committee within thirty (30) days after receipt of the Notice of Noncompliance by the Applicant or Owner. Additionally, if, after a Notice of Noncompliance, the Applicant or Owner fails to commence diligently to remedy such noncompliance, the Architectural Review Committee shall request a finding of noncompliance by the Board of Directors by giving written notice of such request to the Association and the Applicant or Owner within thirty (30) days after delivery to the Applicant of a Notice of Noncompliance from the Architectural Review Committee. In either event, the Board of Directors shall hear the matter with reasonable promptness after reasonable notice of such Notice and Hearing to the Applicant or Owner and the Architectural Review Committee and shall decide, with reasonable promptness, whether or not there has been such noncompliance and, if so, the nature thereof and required corrective action. The decision of a majority of the Board of Directors shall be final and binding on the Applicant or Owner and all other applicable Persons.

**SECTION 4.15. CORRECTION OF NONCOMPLIANCE.** If the Board of Directors determines that a noncompliance event exists, the Applicant or Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of receipt by the Applicant of the ruling of the Board of Directors. If the Applicant or Owner does not comply with the Board ruling within such period, the Board may, at its option but with no obligation to do so, (a) record a Notice of Noncompliance against the Lot on which the noncompliance exists in the Official Public Records of Real Property of Bexar County, Texas; (b) remove the noncomplying Improvement to Property; (c) otherwise remedy the noncompliance (including, if applicable, completion or correction of the Improvement to Property in question), and, if the Board elects to take any action with respect to such violation, the Applicant or Owner shall reimburse the Association upon demand for all expenses incurred by the Board in connection therewith; and/or (d) seek the enforcement of specific performance against the Applicant or Owner. If such expenses are not promptly repaid by the Applicant or Owner to the Association, the Board may levy a Reimbursement Assessment for such costs and expenses against the Owner of the Lot in question. The permissive (but not mandatory) right of the Association to remedy or remove any noncompliance (it being understood that no Owner may require the Board to take such remediation/removal action) shall be in addition to all other rights and remedies that the Association may have at law, in equity, under this Declaration, or otherwise and in no event shall the Board have any obligation or duty whatsoever with respect to any needed remediation and/or removal action.

**SECTION 4.16. NO IMPLIED WAIVER OR ESTOPPEL.** NO ACTION OR FAILURE TO ACT BY THE ARCHITECTURAL REVIEW COMMITTEE OR BY THE BOARD OF DIRECTORS SHALL CONSTITUTE A WAIVER OR ESTOPPEL WITH RESPECT TO FUTURE ACTION BY THE ARCHITECTURAL REVIEW COMMITTEE OR THE BOARD OF DIRECTORS, WITH RESPECT TO ANY IMPROVEMENT TO PROPERTY. SPECIFICALLY, THE APPROVAL BY THE ARCHITECTURAL REVIEW COMMITTEE OF ANY IMPROVEMENT TO PROPERTY SHALL NOT BE DEEMED A WAIVER OF ANY RIGHT OR AN ESTOPPEL AGAINST WITHHOLDING APPROVAL OR CONSENT FOR ANY SIMILAR IMPROVEMENT TO PROPERTY OR ANY SIMILAR

PROPOSALS, PLANS, SPECIFICATIONS, OR OTHER MATERIALS SUBMITTED WITH RESPECT TO ANY OTHER IMPROVEMENT TO PROPERTY BY SUCH APPLICANT OR BY ANY OTHER OWNER OR PERSON OR OTHERWISE.

**SECTION 4.17. POWER TO GRANT VARIANCES.** The Architectural Review Committee may authorize variances from compliance with any of the provisions of Article V and/or Article VI of this Declaration (except for the provisions relating to single family residential construction and use as defined in Article V, Section 5.2 and Article VI, Section 6.2), including restrictions upon placement of structures, the time for completion of construction of Improvements to Property, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic, environmental, or other relevant considerations indicate the needed relaxment of certain requirements set forth in Article V and/or Article VI hereof. Such variances must be evidenced in writing and shall only become effective when signed by at least a majority of the members of the Architectural Review Committee. Notwithstanding anything contained in this Declaration to the contrary, the Committee Representative shall not have the power to grant a variance, except for consents to encroach relating to minor encroachments. If any such variance is granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Property and particular provision hereof covered by the variance, nor shall the granting of any variance affect the jurisdiction of the Architectural Review Committee other than with respect to the subject matter of the variance, nor shall the granting of a variance affect in any way the Owner's obligation to comply with all governmental laws, ordinances and regulations affecting the Property concerned.

**SECTION 4.18. COMPENSATION OF ARCHITECTURAL REVIEW COMMITTEE MEMBERS.** The members of the Architectural Review Committee will not receive any compensation for services rendered although the Architectural Review Committee may permit a Committee Representative to impose a reasonable fee to carry out its review responsibilities hereunder.

**SECTION 4.19. RECORDS OF ACTION.** The Architectural Review Committee shall report in writing to the Board of Directors all final action of the Architectural Review Committee and the Board shall endeavor to keep a permanent record of such reported action.

**SECTION 4.20. ESTOPPEL CERTIFICATES.** The Board of Directors, upon the reasonable written request of any interested party and after confirming any necessary facts with the Architectural Review Committee, shall furnish a certificate with respect to the approval or disapproval of any Improvement to Property or with respect to whether any Improvement to Property was made in compliance herewith. Any Person, without actual notice of any falsity or inaccuracy of such a certificate, shall be entitled to reasonably rely on such certificate with respect to all matters set forth therein.

**SECTION 4.21. LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING PROVIDED IN THIS DECLARATION TO THE CONTRARY, NEITHER THE DECLARANT, THE ARCHITECTURAL REVIEW COMMITTEE, THE ASSOCIATION, NOR ANY AGENT, EMPLOYEE, REPRESENTATIVE, MEMBER, SHAREHOLDER, PARTNER, OFFICER OR DIRECTOR THEREOF, SHALL HAVE ANY LIABILITY OF ANY NATURE WHATSOEVER FOR ANY DAMAGE, LOSS OR PREJUDICE SUFFERED, CLAIMED, PAID OR INCURRED, INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED UPON THEIR SOLE OR CONTRIBUTORY NEGLIGENCE BROUGHT BY ANY PERSON ON ACCOUNT OF (A) ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED, REVIEWED, OR APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THIS ARTICLE IV, (B) ANY DEFECTS, STRUCTURAL OR OTHERWISE, IN ANY WORK DONE ACCORDING TO SUCH PLANS AND SPECIFICATIONS, (C) THE FAILURE TO APPROVE OR THE DISAPPROVAL OF ANY PLANS, DRAWINGS, SPECIFICATIONS OR OTHER DATA SUBMITTED BY AN OWNER OR OCCUPANT OF A DWELLING UNIT FOR APPROVAL PURSUANT TO THE

PROVISIONS OF THIS ARTICLE IV, (D) THE CONSTRUCTION, INSPECTION OR PERFORMANCE OF ANY WORK RELATED TO SUCH PLANS, DRAWINGS AND SPECIFICATIONS, (E) BODILY INJURIES (INCLUDING DEATH) TO ANY PERSON OR OTHER DAMAGE TO ANY DWELLING UNIT, IMPROVEMENTS OR THE PERSONAL PROPERTY OF ANY PERSON, WHICH MAY BE CAUSED BY, OR ARISE AS RESULT OF, ANY DEFECT, STRUCTURAL OR OTHERWISE, IN ANY DWELLING UNIT OR IMPROVEMENTS OR THE PLANS AND SPECIFICATIONS THEREOF OR ANY PAST, PRESENT OR FUTURE SOIL AND/OR SUBSURFACE CONDITIONS, KNOWN OR UNKNOWN; AND (F) ANY OTHER LOSS, CLAIM, DAMAGE, LIABILITY OR EXPENSE, INCLUDING COURT COSTS AND ATTORNEY'S FEES SUFFERED, PAID OR INCURRED BY ANY PERSON ARISING OUT OF OR IN CONNECTION WITH THE USE AND OCCUPANCY OF ANY LOT, DWELLING UNIT, COMMON AREA OR ANY OTHER IMPROVEMENTS SITUATED THEREON.

**SECTION 4.22.**      **CONSTRUCTION PERIOD EXCEPTION.** During the course of actual construction of any permitted structure or other Improvement to Property, and provided construction is proceeding with due diligence, the Architectural Review Committee may temporarily suspend the provisions of Articles V and VI contained in this Declaration as to the Lot upon which the construction is taking place to the extent appropriate or necessary to permit such construction; provided, however, that during the course of any such construction, nothing shall be done that will result in a violation of any of the provisions of this Declaration upon completion of construction or that will constitute a nuisance or unreasonable interference with the contemplated use and enjoyment of other Lots within the Subdivision.

**ARTICLE V**  
**ARCHITECTURAL RESTRICTIONS**

**SECTION 5.1.**      **DWELLING UNIT SIZE.** No one-story building or Living Unit shall contain less than One thousand five hundred feet (1,500') of heated/air-conditioned living space. No two-story building or Living Unit shall contain less than One thousand seven hundred feet (1,700') of heated/air-conditioned living space. All computations of living area shall be exclusive of attics, basements, open or screened porches, terraces, patios, driveways, and garages. Measurements shall be to the face of the outside walls of the living area.

**SECTION 5.2.**      **HEIGHT AND CHARACTER OF DWELLING UNIT.** No Dwelling Unit shall be erected, altered, or permitted to remain on any Lot other than one Dwelling Unit used for single family residential purposes only, as provided in Section 6.2, and not to exceed the lesser of two (2) stories or thirty-five feet (35') above the level of the street in front of the Lot in question, and a fully enclosed garage as provided in Section 5. Provided further that it shall be permissible to have third-level living space in the Dwelling Unit completely under a sloped roof with dormers or gables or additional levels beneath ground level in the Dwelling Unit, garage, or long as the maximum height of the buildings does not exceed thirty-five feet (35').

Unless the Architectural Review Committee otherwise agrees in writing, the exterior finish of the first floor of the front of a Dwelling Unit shall be masonry, exclusive of front entry returns, and shall return on both sides for a minimum distance of two feet. All other exterior products shall be fiber cement or similar. Any deviation from these requirements shall require the prior written approval of the Architectural Review Committee.

**SECTION 5.3.**      **LOCATION OF DWELLING UNIT.** Except as may be authorized in writing by the Architectural Review Committee, no Dwelling Unit or Improvement shall be located i) nearer to any front Lot line than twenty feet (20') or the building set back line depicted on the Plats, whichever is greater; ii) nearer to any side Lot line than five feet (5'), except on pie shaped Lots where the "average" of the side setback line shall not be less than five feet (5'); or (iii) nearer than ten feet (10') to the rear Lot line. The setback restrictions in ii) and iii) above do not apply to fences, driveways or sidewalks.

**SECTION 5.4. USE OF TEMPORARY STRUCTURES.** No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn, or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently; provided, however, that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Subdivision that in its sole discretion are or may seem necessary or convenient while selling Lots, selling or constructing Dwelling Units, or constructing other Improvements within the Subdivision. The right to use temporary structures in connection with the construction of Improvements may be assigned in writing from time to time, in whole or in part, by Declarant to any Builders.

**SECTION 5.5. CARPORTS/GARAGES.** No carports shall be constructed on any Lot without the prior written consent of the Architectural Review Committee. All garages shall be: (a) fully operable; (b) capable of housing two (2) or three (3) automobiles, and (c) enclosed by garage doors (with automatic closure mechanism) which must be kept in the closed position when the garage is not being used by the Owner or occupant of the Dwelling Unit. The garage portion of any model home may be used by Builders for sales purposes, storage purposes, and other related purposes; however, upon (or before) the sale of any such model home to the first purchaser thereof, the garage portion of the model home shall be converted to a fully enclosed garage with garage doors. No second stories on detached garages shall be constructed on any Lot without the prior written consent of the Architectural Review Committee.

**SECTION 5.6. DRIVEWAYS.** Unless the Architectural Review Committee agrees otherwise, each Lot shall have driveway access to the street on which the Dwelling Unit constructed thereon faces. Subject to the foregoing limitations, the Owner of each Lot shall construct and maintain at such Owner's expense a driveway extending from the garage to an abutting street.

**SECTION 5.7. ROOFING MATERIAL.** The exposed roofing material shall be composition type 3-tab shingles with at least a twenty (20) year warranty with a "weathered wood" blend color. Roof pitch shall be a minimum of 5/12 unless otherwise first approved in writing by the Architectural Review Committee.

**SECTION 5.8. GRASS, SHRUBBERY AND LANDSCAPING.** Prior to sale thereof and at all times thereafter, each Lot with a Dwelling Unit thereon shall be sodded with grass in front of the Dwelling Unit up to the sidewalk and in the back yard. In a corner lot, the corner side yards must also be sodded with grass up to the fence line. The front yard shall have no less than five shrubs (five gallon) and one (1) tree with a minimum of two inches (2") in trunk diameter. All areas readily visible from any street shall be landscaped with shrubbery and trees of types and quantities approved in writing by the Architectural Review Committee.

**SECTION 5.9. ANTENNAS, SATELLITE DISHES AND MASTS.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any Lot, which are readily visible from any street or a Common Area, unless it is impossible to receive an acceptable quality signal from any other location. In that event, the receiving device may be placed in the least visible location where reception of an acceptable quality signal is possible. The Board of Directors may require painting or screening of the receiving device, which painting or screening does not substantially interfere with an acceptable quality signal. In no event are the following devices permitted: (i) satellite dishes, which are larger than one (1) meter in diameter; (ii) broadcast antenna masts, which exceed the height of the center ridge of the roofline; or (iii) so called "MMDS" antenna masts, which exceed the height of twelve feet (12') above the center ridge of the roofline. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted, placed, allowed or maintained upon any Lot, which transmit television, radio, satellite or other signals of any kind. This section is intended to be in compliance with the Telecommunications Act of 1996 (the "Act"), as the Act may be amended from time to time; and this

section shall be interpreted to be as restrictive as possible, while not violating the Act. The Board of Directors may promulgate Architectural Guidelines from time to time, which further define, restrict or elaborate on the placement and screening of receiving devices and masts, provided such Architectural Guidelines are in compliance with the Act.

**SECTION 5.10. FLAGPOLES.** An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, or an official or replica flag of any branch of the United States Military ("Permitted Flag") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence. Only one (1) permitted flagpoles is allowed per residence. Approval by the Architectural Control Committee is required prior to installing vertical freestanding flagpoles installed in the front or back yard area of any Lot ("Freestanding Flagpole"). No flagpole shall be permanently erected on any Lot, unless prior written approval has been granted by the Architectural Control Committee.

**SECTION 5.11. SOUND DEVICES.** No horns, whistles, bells, or other sound devices, except for security systems and intercom systems used exclusively to protect the Dwelling Unit, shall be placed or used on any Lot or Improvements. This section shall not preclude the use of outdoor speakers for hi-fi, stereos, or radios if the sound level is maintained at a reasonably low level with respect to adjoining Lots.

**SECTION 5.12. WINDOW TREATMENT.** No window in any Dwelling Unit or other Improvement that is visible from any other Lot, any Common Area, or a street may be covered with any aluminum foil or other reflective material. All window treatments including curtains, drapes, blinds, shutters, and/or shades that are visible from any street or Common Area must be shades of white or beige, unless otherwise approved in writing by the Architectural Review Committee.

**SECTION 5.13. AIR CONDITIONERS.** No roof or wall type air conditioner is allowed in the Subdivision. Window air conditioning units are prohibited. Air conditioner compressors must be screened from public view by either fences or shrubbery, which at the time it is planted, must be at least the height of the equipment to be screened.

**SECTION 5.14. WALLS AND FENCES.** The construction or installation of walls and fences (including the location thereof), by Owners on Lots shall be subject to approval by the Architectural Review Committee in accordance with the provisions of this Declaration and any Architectural Guidelines. The location of the front fences shall be no less than twenty feet (20') from the front of the Dwelling Unit and a return of five foot (5') in the same material. Fences may be spruce or cedar notched with one inch (1") by four inch (4") pickets with good neighbor between Dwelling Units with pickets exposed to streets. All other fences must be approved in writing by the Architectural Review Committee. The use of chain link fences is prohibited.

Certain areas of the Subdivision may have masonry or concrete fences built by or on behalf of Declarant (the "Subdivision Fence"). The Association shall be responsible for maintaining the Subdivision Fence. The Association is granted an easement over and across any of the Lots upon which the Subdivision Fence is located or directly abuts in order to maintain or rebuild the Subdivision Fence as may be appropriate or necessary in the sole judgment of the Board from time to time. The Owners of the Lots upon which the Subdivision Fence is located or directly abuts shall (i) ensure no roots, branches or other portions of plants ever impair the structural integrity of the Subdivision Fence; and (ii) be responsible for all damages to the Subdivision Fence caused by said Owners intentional or negligent acts. The Subdivision Fence may not be altered without the prior written consent of the Architectural Review Committee.

**SECTION 5.15. CURB CUTS.** All concrete curbs must be cut by special curb cut machinery and work executed by a professional company involved in that trade. The lip of the curb cut shall be no less than one inch (1") above the finished asphalt in the affected street.

**SECTION 5.16.**      **GUTTERING.** Guttering shall not be required but all Dwelling Units with guttering must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots and such guttering and downspouts shall blend with the exterior of the Dwelling Unit.

**SECTION 5.17.**      **DISPOSAL UNIT REQUIREMENT.** Each kitchen in a Dwelling Unit situated on any Lot shall be equipped with a functioning garbage disposal unit.

**SECTION 5.18.**      **REMOVAL OF TRASH AND DEBRIS DURING CONSTRUCTION.** During the construction, repair, and restoration of Improvements, each Owner or Builder shall promptly remove and haul from the Lots all tree stumps, tree-limbs, branches, underbrush, and all other trash or rubbish cleared from the Lot in order to permit construction of the Improvements, including landscaping. No burning of trash or other debris is permitted on any Lot, and no materials or trash hauled from any Lot may be placed elsewhere within the Subdivision, unless approved in writing by the Architectural Review Committee. Additionally, each Owner or Builder, during construction of Improvements, continuously shall keep the Lot in a reasonably clean and organized condition. Papers, rubbish, trash, scrap, and unusable building materials shall be kept, picked up, and hauled from the Lot on a regular basis. Other useable building materials shall be kept stacked and organized in a reasonable manner. No trash, materials, or dirt shall be placed in any street. Any such trash, materials, or dirt inadvertently spilled or flowing into an affected street or street gutter shall be removed, without delay, no less frequently than daily.

**SECTION 5.19.**      **EXCAVATION AND TREE REMOVAL.** The digging of dirt or the removal of any dirt from any Lot is expressly prohibited, except as may be necessary in conjunction with the landscaping of or construction on such Lot. No hardwood trees shall be cut or removed, except in connection with removing dead limbs of trees, without the prior written approval of the Architectural Review Committee. Notwithstanding the forgoing, trees that are situated within eight feet (8') from the foundation of a permitted building may be removed to protect the foundation of the Dwelling Unit.

**SECTION 5.20.**      **DRAINAGE.** No Owner of a Lot shall be permitted to construct Improvements on such Lot or grade such Lot or permit such Lot to remain in or be placed in such condition that rain water falling on such Lot surface drains to any other residential Lot; and, in pursuance of the preceding requirement, underground drains and gutters on roofs or other means approved in writing by the Architectural Review Committee or Board, as may be applicable, shall be required in order that all such rain water and irrigation water shall drain into an underground drainage system at such Lot (or other means approved by the Architectural Review Committee or Board, as may be applicable). Resulting drainage shall be in compliance with that one certain master drainage and grading plan for the Subdivision.

**SECTION 5.21.**      **PRIVATE UTILITY LINES.** All electrical, telephone and other utility lines and facilities which are located on a Lot and which are not owned and maintained by a governmental entity or a public utility company shall be (i) installed in underground conduits or other underground facilities, unless otherwise approved in writing by the Architectural Review Committee, and (ii) shall be maintained at all times by the Owner of the Lot upon which they are located.

**SECTION 5.22.**      **WIND GENERATORS.** No wind generators shall be erected or maintained on any Lot that are visible from any street, Lot or the Common Area.

**SECTION 5.23.**      **SOLAR DEVICE.** No solar devices shall be installed without the prior written approval of the Architectural Review Committee. Any such installation shall be general in harmony with the design of the Dwelling Unit. If the device will be located on the roof of the residence, the device shall be installed in a location not visible from any street unless the location proposed by the

Owner increases the estimated annual energy production of the Solar Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Device if installed in the location designated by the Architectural Review Committee. If the Solar Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Device may not extend higher than or beyond the roofline; (B) the Solar Device must conform to the slope of the roof and the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Device must be silver, bronze or black.

**SECTION 5.24. LOT AND IMPROVEMENT MAINTENANCE.** The Owner of each Lot shall maintain the same and adjacent street right-of-way, and the Improvements, sod, trees, hedges, and plantings thereon, in a neat and attractive condition. Such maintenance shall include regular mowing, edging of turf areas, weeding of plant beds, fertilizing, weed control and watering of the turf and landscape areas on each Lot. Diseased or dead plants or trees must be removed and replaced within a reasonable time. On front lawns and wherever visible from any street, there shall be no decorative appurtenances placed, such as sculptures, birdbaths, birdhouses, fountains or other decorative embellishments unless such specific item(s) have been approved in writing by the ARC. The Association or Declarant shall have the right, after ten (10) days written notice to the Owner of any Lot, setting forth the action intended to be taken by the Association or Declarant and the required timeframe for such action, provided at the end of such time such action has not already been taken by such Owner (i) to mow or edge the grass thereon, (ii) to remove any debris therefrom, (iii) to trim or prune any tree, hedge, or planting that, in the opinion of the Association or Declarant, by reason of its location or height, or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining Property or is unattractive in appearance, (iv) to repair or stain/paint any fence thereon that is out of repair or not in harmony, with respect to color, with fencing on adjacent Property and (v) to do any and all things necessary or desirable in the opinion of the Association or Declarant to place such Lot in a neat and attractive condition consistent with the intent and purpose of the Declaration. The Person who is the Owner of such Lot at the time such work is performed by the Association shall be obligated to reimburse the Association (or Declarant, as the case may be) for the cost of such work within ten (10) days after it is performed by the Association or Declarant, and if such amount is not paid within said period of time, such Owner shall be obligated thereafter to pay interest thereon at the maximum rate allowable by law, and to pay attorney's fees and court costs incurred by the Association in collecting said obligation, and all of the same, to the extent performed by the Association, shall be secured by the lien retained to the Association in Section 7.1 of this Declaration.

**SECTION 5.25. DAMAGE OR DESTRUCTION OF IMPROVEMENTS.** In the event of damage to any Improvement (not the product of normal wear and tear), the Owner shall have the shorter of the period permitted by applicable laws or sixty (60) days to begin repairing or demolishing the destroyed or damaged portion, and, once timely commenced, such repairs or demolition must be pursued diligently to completion. If, however, damage to the Improvements is not covered by insurance, or if the Owner's claim is not approved by the Owner's insurance company, or if the Owner decides not to restore the Improvements at such time, then the Owner may apply for a "hardship" extension to the operation of this restriction, which said hardship extension shall be submitted to the Board within sixty (60) days from the date of such destruction or damage. The Board shall rule on the Owner's Application for a "hardship" extension within thirty (30) days from the date of submission. In no event shall the granting of a "hardship" extension in a particular case be deemed a waiver of the right to enforce this restriction thereafter. If a hardship extension is granted, the Owner thereafter immediately shall cause the damaged or destroyed Improvement to be demolished and the Lot to be suitably landscaped, subject to the prior written approval of the Architectural Review Committee, so as to present a pleasing and attractive appearance.

**SECTION 5.26. HOLIDAY DECORATIONS.** Exterior holiday decorations are only allowed for generally recognized holidays and may be placed on a Lot no earlier than thirty (30) days in

advance of the holiday. Holiday decorations shall be promptly removed from each Lot and the exterior of any Dwelling Unit as soon as such holiday passes and in no event shall such decorations be allowed to remain on a Lot or Dwelling Unit for more than ten (10) days after the holiday passes.

**SECTION 5.27. UTILITY METERS AND HVC EQUIPMENT.** All electrical, gas, telephone and cable television meters shall be located at the rear or side of all Dwelling Unit out of view from the streets in the Subdivision. All exterior heating, ventilating and air-conditioning compressor units and equipment shall be located at the rear of the Dwelling Unit or at the side of the Lot screened from view by landscaping.

**SECTION 5.28. RECREATIONAL FACILITIES.** Free-standing playhouses, play structures and treehouses are permitted only with the prior written approval of the Architectural Review Committee. If approved, they shall not be placed within ten feet (10') of the side property line and/or ten feet (10') from the rear property line and shall not exceed ten feet (10') in height. Basketball goals on a Lot are not allowed without the prior approval in writing by the Architectural Review Committee. No basketball goals may be attached to the roof of the Dwelling Unit and no basketball goals may ever be placed in front of the building set back line on a Lot or on the street. Barbecue grills or other types of outdoor cooking equipment shall be located only at the rear of the Dwelling Unit; and all barbecue grills and other types of outdoor cooking equipment must be maintained and kept in a neat and attractive condition. The Architectural Review Committee is hereby vested with the authority to determine whether a barbecue grill or other type of outdoor cooking equipment on a Lot is being maintained in a neat and attractive condition and its determination shall be final with respect thereto.

**SECTION 5.29. MAILBOXES.** Mailboxes shall be cluster mailboxes or mailboxes acceptable in the areas approved by the U.S. Postal Service. Individual mailboxes must conform to the guidelines established by the ARC and must be approved by the ARC in writing.

**SECTION 5.30 XERISCAPING.** As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("Xeriscaping") upon written approval by the Architectural Review Committee. All Owners implementing Xeriscaping shall comply with the following:

- (a) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Architectural Review Committee. For purposes of this Section 7.7, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the ACC determines that: A) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or B) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.
- (b) No Owners shall install gravel, rocks or cacti that in the aggregate encompass over ten percent (10%) of such Owner's front yard or ten percent (10%) of such Owner's back yard.
- (c) The Xeriscaping must not attract diseases and insects that are harmful to the existing landscaping on neighboring Lots, as reasonably determined by the Architectural Review Committee

**ARTICLE VI**  
**USE RESTRICTIONS**

**SECTION 6.1. GENERAL.** No Owner shall use any portion of the Common Area, or use or permit such Owner's Lot or Dwelling Unit to be used for any purpose that would (a) void any insurance in force with respect to the Subdivision; (b) make it impossible to obtain any insurance required by this Declaration; (c) constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; (d) constitute a violation of the Declaration or any applicable law; or (e) unreasonably interfere with the use and occupancy of the Subdivision by other Owners.

**SECTION 6.2. SINGLE FAMILY RESIDENTIAL USE.** Each Owner shall use such Owner's Lot and the Dwelling Unit on such Owner's Lot, if any, for single family residential purposes only. As used herein, the term "single family residential purposes" shall be deemed to specifically prohibit, by way of illustration but without limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment or for any multi-family use or for any business (profit or non-profit), educational, church, professional or other commercial activity of any type, except that an Owner may use such Owner's residence as a personal office for a profession or occupation, provided: (a) the public is not invited, permitted, or allowed to enter the Dwelling Unit or any structure or Improvement upon such Lot and conduct business therein; (b) no signs advertising such profession or business are permitted; (c) no on-site employees are permitted; (d) no offensive activity or condition, noise and/or odor are permitted; and (e) such use in all respects complies with the laws of the State of Texas, the ordinances of the City of Boerne and Bexar County and the laws, rules, and regulations of any regulatory body or governmental agency having authority and jurisdiction over such matters. The term "single family residential purposes" shall also be defined as: (a) one or more persons related by blood, marriage, or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents, and (b) no more than two unrelated persons living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents and their dependent grandparents.

**SECTION 6.3. CARE-GIVING FACILITIES.** No Lot shall be used for the operation of a (i) boarding or rooming house, residence for transients, half-way house, day-care center, treatment facility, or, (ii) residence of unrelated individuals who are engaging in, undertaking, or participating in any group living for rehabilitation, treatment, therapy, or training with respect to previous or continuing criminal activities or convictions, alleged criminal activities, alcohol or drug dependency unless any such facility is otherwise allowed by the terms of state or federal law negating the provisions of restrictive covenants prohibiting same.

**SECTION 6.4. VEHICLES.** No motor vehicle or non-motorized vehicle, boat, trailer, marine craft, recreational vehicle, commercial vehicle, camper rig that has been removed from a truck or other vehicle, hovercraft, aircraft, machinery or equipment of any kind may be parked or stored on any part of any Lot, easement, right-of-way, unless such vehicle or object is completely concealed from public view inside a garage or enclosure approved in writing by the Architectural Review Committee. Passenger automobiles, passenger vans, motorcycles, or pick-up trucks that: (a) are in operating condition; (b) have current license plates and inspection stickers; (c) are in daily use as motor vehicles on the streets and highways of the State of Texas; (d) which do not exceed six feet ten inches (6'10") in height, or eight feet (8') in width, or twenty-four feet (24') in length; and (e) have no commercial advertising located thereon, may be parked in the driveway on a Lot. No go carts, dirt bikes, three, four or six wheelers or similar type of all terrain vehicles may be operated on the streets or in the Common Area of the Subdivision. No vehicle may be repaired on a Lot unless the vehicle being repaired is concealed from view inside a garage or other approved enclosure. Owners or occupants of Lots may seek a temporary variance from this restriction for their guests, however, any such request for a variance must receive the prior written approval of the Board of Directors of the Association. The

Board of Directors of the Association may adopt additional Rules and Regulations regulating parking on Lots and the streets serving the Subdivision.

This restriction shall not apply to any vehicle, machinery, or equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity; provided, however, overnight parking of these mentioned vehicles in the street is prohibited.

**SECTION 6.5.**            **NO NOXIOUS OR OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on upon any Property within the Subdivision nor shall anything be done or placed thereon that is or may become a nuisance or cause an unreasonable embarrassment, disturbance, or annoyance to others.

**SECTION 6.6.**            **NO HAZARDOUS ACTIVITIES.** No activity shall be conducted on and no Improvements shall be constructed on any Property within the Subdivision that is or might be unsafe or hazardous to any Person or Property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the Property and no open fires shall be lighted or permitted on any Property except in a contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior or exterior fireplace.

**SECTION 6.7.**            **FIREARMS.** The discharge of firearms within the Property is prohibited. The terms "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size or caliber.

**SECTION 6.8.**            **RESTRICTIONS ON GARBAGE AND TRASH.** No refuse, garbage, trash, lumber, grass, shrub or tree clippings, plant waste, compost, metal, bulk materials, scrap, refuse, or debris of any kind shall be kept, stored, or allowed to accumulate on any Lot except within an enclosed container of a type, size and style approved in writing by the ARC or the Board and placed on the side of the Dwelling Unit, except that any such container may be placed in a designated area for garbage or trash pickup no earlier than six o'clock p.m. on the day preceding trash pickup of such garbage and trash and shall be returned to the side of the Dwelling Unit no later than midnight of the day of pickup of such garbage and trash.

**SECTION 6.9.**            **CLOTHES DRYING.** No outside clothesline or other outside facilities for drying or airing clothes shall be erected, placed or maintained on any Lot if visible from a street or any other Lot, nor shall clothing or household fabric or any other article be hung, dried, or aired on any Lot in the Subdivision in such a way as to be visible from other Lots/streets or the Common Area.

**SECTION 6.10.**        **ANIMALS.** No animals of any kind shall be raised, bred, or kept in the Subdivision except as hereinafter provided. A reasonable number of dogs, cats, or other household pets may be kept on a Lot (except for fish or reptiles of a type customarily kept within normal home aquariums and birds kept inside cages inside a Dwelling Unit, with respect to which there shall be no limitation on number) provided that: (a) they are not kept, bred, or maintained for commercial purposes; (b) they do not make objectionable noises, create any objectionable odor, or otherwise constitute an unreasonable nuisance to other Owners; (c) they are kept within the Dwelling Unit, an enclosed yard on the Lot occupied by the Owner of such pets, or on a leash being held by a Person capable of controlling the animal; and (d) they are not in violation of any other provision of this Declaration and such limitations as may be set forth in the Rules and Regulations. A "reasonable number" as used in this section ordinarily shall mean no more than two (2) pets per Dwelling Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more than two (2). The Association, acting through the Board, shall have the right to prohibit maintenance of any animal, bird or fish that, in the sole opinion of the Board, is not being maintained in accordance with the foregoing restrictions. Each Owner, tenant or guest of an Owner shall have the absolute duty and responsibility to clean up after such animals to the extent they have used any portion of the Lot of another Owner or any Common Area.

**SECTION 6.11. 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 walls, tanks, tunnels, mineral excavations or shafts be permitted upon or in 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.

**SECTION 6.12. PRIVATE WATER WELLS AND SEPTIC TANKS.** Private water wells and septic tanks are prohibited on Lots.

**SECTION 6.13. LEASING.** Lots may only be leased for single family residential purposes as defined in Section 6.2. No Owner shall be permitted to lease such Owner's Lot for hotel or transient purposes, which for purposes of this section is defined as a period of less than one (1) year. No Owner shall be permitted to lease less than the entire Lot. Every such lease shall be in writing. Every such lease shall provide that the tenant shall be bound by and subject to all of the terms of the Declaration, Certificate of Formation, Bylaws, Architectural Guidelines and Rules and Regulations of the Association. The Owner making such lease shall not be relieved from any of such obligations under said lease documents. The Owner shall advise the Association in writing from time to time of the name, mailing address and phone number of all occupants of the Dwelling Unit.

**SECTION 6.14. POOLS, SPAS, HOT TUBS AND PONDS.** All pools, spas and hot tubs shall be maintained in a healthy, safe and sanitary condition. The bacterial content of the water in any pool, spa, hot tub, pond or other water feature of any type shall not be allowed to exceed the safe limits as prescribed by established standards of the Texas Department of Health, as applicable. Above ground pools are expressly prohibited. In connection with the construction of any such pools, spas and hot tubs, no construction access shall be permitted by, through and over the Greenbelts.

**SECTION 6.15. STORAGE SHEDS.** Storage sheds shall have wood siding or masonry siding. The highest peak of any storage shed shall not exceed eight feet and six inches (8'6"). A storage shed shall not be located closer than ten feet (10') from the side property line and ten feet (10') from the rear property line and shall not contain in excess of one hundred (100) square feet of floor space.

**SECTION 6.16. UNMANNED AIRCRAFTS (DRONES).** The use of unmanned aircrafts (drones) is prohibited if the person uses the unmanned aircraft (drone) to capture an image of an individual or privately owned Property with the intent to conduct surveillance on the individual or Property

## **ARTICLE VII** **COVENANTS FOR ASSESSMENTS**

**SECTION 7.1. CREATION OF THE LIEN AND PERSONAL OBLIGATION FOR ASSESSMENTS.** The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual Assessments;
- (b) Special Assessments;
- (c) Reimbursement Assessments;
- (d) Capitalization Assessments; and
- (e) Any other assessment or charges levied by the Association, as permitted by law or this Declaration.

The Annual Assessments, Special Assessments, Reimbursement Assessments and other assessments permitted herein (collectively, the "Assessments"), together with interest, late fees, penalties, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which the Assessments are made. The Assessments, together with interest, late fees, penalties, costs and reasonable attorney's fees, shall also be the personal obligation of Owner of such Lot at the time when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to a successor Owner unless expressly assumed by such successor Owner.

**SECTION 7.2. PURPOSE OF ANNUAL ASSESSMENTS.** Each Lot in the Subdivision is hereby subjected to an Annual Assessment for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which Annual Assessment will be paid by the Owner or Owners of each Lot within the Subdivision to the Association, on or before January 1 of each year, in advance annual installments, commencing on a date and in a manner to be promulgated by the Board of Directors of the Association. The rate at which each Lot will be assessed will be determined annually and may be adjusted from year to year by the Association, as hereinafter provided as the needs for the Subdivision may, in the judgment of the Association, require. Such Annual Assessment will be uniform, except as hereinafter provided for Declarant and any Builder to whom Declarant sells a Lot. The Association shall use the proceeds of said Maintenance Fund for the use and benefit of all residents of the Subdivision, as well as any other subdivision that may be brought within the jurisdiction of the Association; provided, however, that other subdivisions to be entitled to the benefit of this Maintenance Fund must first be approved by the Board and impressed with and subjected to the Annual Assessment on a uniform, per lot basis, equivalent to the Annual Assessments imposed hereby as a condition to being brought into the scope and purview hereof. The uses and benefits to be provided by the Association shall include, by way of clarification and not limitation, at its sole option, any and all of the following: establishing and maintenance of a reserve fund, constructing and/or maintaining paths, parks, landscape reserves, parkways, easements, esplanades, fences, cul-de-sac and street medians, any entrance wall/fence, the Subdivision Fence, and the Common Area, payment of all legal and other expenses incurred in connection with the enforcement of all recorded charges and assessments, covenants, restrictions and conditions affecting the Subdivision to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the Annual Assessments; employing service providers; providing security measures serving the Subdivision and doing other things necessary or desirable, in the opinion of the Association, to keep the Subdivision neat and in good order or which is considered of general benefit to the Owners or occupants of the Subdivision. It is understood that the judgment of the Association in the expenditure of said funds shall be final and conclusive so long as said judgment is exercised in good faith. Nothing herein shall constitute a representation that any of the above services or undertakings will, in fact, be provided by the Association.

**SECTION 7.3. MAXIMUM ANNUAL ASSESSMENT.** Until January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum annual Assessment shall be Two Hundred Fifty and 00/100 Dollars (\$250.00) per Lot per year.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum Annual Assessment may be increased by the Board each year not more than fifteen percent (15%) above the Annual Assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to a resident Owner, the maximum Annual Assessment may be increased to an amount that is in excess of fifteen percent (15%) of the Annual Assessment for the previous year by a vote of two-thirds (2/3rds) of those Members eligible to vote 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 to exceed the maximum permitted herein.

**SECTION 7.4. SPECIAL ASSESSMENTS.** In addition to the Annual Assessments authorized above, the Association may levy a Special Assessment (herein so defined) for the purpose of defraying, in whole or in part, the cost of any use or benefit provided for herein in Section 7.2. Provided, however, any such Special Assessment shall have the assent of two-thirds (2/3rds) of the votes of Members eligible to vote who are voting in person or by proxy at a meeting duly called for this purpose.

**SECTION 7.5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 7.3. AND 7.4.** Written notice of any meeting called for the purpose of taking any action authorized under Sections 7.3 or 7.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of Members or of proxies entitled to cast ten percent (10%) of all the eligible votes of the Class A membership shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement and the required quorum at the subsequent meetings shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the date of the preceding meeting.

**SECTION 7.6. UNIFORM RATE OF ASSESSMENT.** Both Annual Assessments and Special Assessments must be fixed at a uniform rate; provided, however, Lots which are owned by a Builder, as defined herein, shall be assessed at the rate of one-half (½) of any Annual Assessment or Special Assessment then currently assessed. Provided further, notwithstanding anything contained in this Declaration to the contrary, Lots owned by Declarant are exempt from the payment of Annual Assessments and Special Assessments until the Class B membership has converted to Class A membership as provided in Section 3.5.

**SECTION 7.7. DATE OF COMMENCEMENT AND DETERMINATION OF ANNUAL ASSESSMENTS.** The Annual Assessments provided for herein shall commence as to each Lot as of the date of closing of the conveyance of each such Lot to an Owner other than Declarant. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall endeavor to fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors from time to time.

**SECTION 7.8. CAPITALIZATION OF ASSOCIATION.** Upon acquisition of record title to a Lot by the first Owner and for every subsequent Homeowner thereof other than a Builder, a contribution shall be made by or on behalf of the purchaser of such Lot to the Association in the amount of Two Hundred Fifty and 00/100 Dollars (\$250.00) for the purpose of capitalizing the Association. This amount shall be known as the "Capitalization Assessment." The Capitalization Assessment shall be in addition to, and not in lieu of, the Annual Assessment and shall not be considered an advance payment of such Annual Assessments. The Capitalization Assessment shall be deposited into the purchase and sales escrow and disbursed by the title company from there to the Association. These funds may be used by the Association as determined for benefit of initial operations of the Association and/or for the benefit of needed reserve funds as determined by the Board of Directors. The Association may enforce payment of the Capitalization Assessment in accordance with Section 7.13.

**SECTION 7.9. TRANSFER FEE.** A transfer fee may be charged in accordance to Section 3.4. This transfer fee is different from the Capitalization Assessment charged in Section 7.8. No transfer fee shall accrue or become due and payable at the transfer of a Lot to a Builder.

**SECTION 7.10. REIMBURSEMENT ASSESSMENTS.** The Board of Directors, subject to the provisions hereof, may levy a Reimbursement Assessment against any Member if the failure of the Member or the Member's family, tenants or guests to comply with this Declaration, the Certificate of Formation, the Bylaws, the Architectural Guidelines, or the Rules and Regulations shall have resulted in the expenditure of funds or the determination that certain funds will have to be expended by the Association in order to cause such compliance. The term "Reimbursement Assessment" shall also include any fines or penalties levied by the Association. The amount of the Reimbursement Assessment shall be due and payable to the Association on or before ten (10) days after written notice to a Member of the decision of the Board of Directors to impose the Reimbursement Assessment.

**SECTION 7.11. ESTOPPEL CERTIFICATES.** The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association or the managing agent 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.

**SECTION 7.12. ATTRIBUTION OF PAYMENTS.** If any Owner's payment of then outstanding Assessments is less than the aggregate amount of Assessments then due and owing to the Association, the payment received by the Association from the Owner shall be credited in the following order of priority:

- (a) then delinquent Assessments, in any order determined by the Board;
- (b) then current Assessments, in any order determined by the Board;
- (c) any attorney's fees or third party collection costs associated with Assessments or other charges for which the Association has lien rights against the Owner's Lot;
- (d) any attorney's fees incurred by the Association for which the Association has no lien rights;
- (e) any monetary fines assessed by the Association; and
- (f) any other amount then owned to the Association.

Notwithstanding the foregoing order of priority, if at the time the Association receives a payment from an Owner, the Owner is then in default under a payment plan that has been theretofore entered into by and between such Owner and the Association, the Association may apply such payment in any order it wishes, except that any fines assessed by the Association may not be given priority over any other amount then due and owing to the Association.

**SECTION 7.13. EFFECT OF NONPAYMENT OF ASSESSMENTS.** Any Assessments not paid within thirty (30) days after the due date shall be delinquent and shall be subject to the following:

- (a) late charges, interest at the rate of eighteen percent (18%) per annum from the due date, and all costs of collection, including reasonable attorney's fees; and
- (b) all rights of the Owner as a Member of the Association shall be automatically suspended until all Assessments and related costs are paid in full, including usage of the Common Area (except for private streets), and during such suspension, such Owner shall not be entitled to vote upon any matters coming before the membership. No Owner may waive or otherwise escape liability for

the Assessments provided for herein by non-use of the Common Area or abandonment of such Owner's Lot.

All amounts assessed in the manner provided in this Article VII but not timely paid will, together with interest, late fees and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Bexar County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

- (a) Foreclosure of the assessment lien under the rules adopted by the Texas Supreme Court for expedited foreclosure proceedings. The Association's assessment lien may not be foreclosed, however, until the Association has (i) provided written notice of the total amount of the delinquency giving rise to the foreclosure to all lienholders of record (evidenced by a Mortgage) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the lienholder receives the notice (Texas Property Code §209.0091(a)(1) and (a)(2), as hereinafter amended). The notice to lienholders must be sent by certified mail, return receipt requested, to the address for the lienholder shown in the deed of trust burdening the Lot(s) subject to the Association's assessment lien. (Texas Property Code §209.0091(b), as hereinafter amended.)
- (b) Recovery of a personal judgment against the delinquent Owner for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

As a condition precedent to any proceeding to enforce such lien upon any Lot upon where there is an outstanding, valid and subsisting first or second mortgage, the Association shall provide sixty (60) days written notice of such proposed action, such a notice which shall be sent to the nearest office of the lienholder by prepaid U.S. certified mail, to contain the statement of the delinquent Assessments upon which the proposed action is based.

The Association will have the power to bid on the Lot at a foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Lot. The Association may report to the Mortgagee any unpaid Assessments remaining unpaid for longer than ninety (90) days after they are due.

**SECTION 7.14. NO OFFSETS.** The Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration or claim by the Owner of non-use of the Common Area or abandonment of such Owner's Lot or claim by the Owner of inconvenience or

discomfort arising from the making of repairs or Improvements to the Common Area or from any action taken to comply with any law or any determination of the Board of Directors or for any other reason.

**SECTION 7.15. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the Assessments provided for herein shall be subordinate to the liens of any Mortgagee. Sale or transfer of any Lot shall not affect the lien of the Assessment; however, the sale or transfer of any Lot pursuant to foreclosure of a Mortgage or any proceeding in lieu thereof, shall extinguish the lien of the Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for the Assessments thereafter becoming due or from the lien thereof.

**SECTION 7.16. REIMBURSEMENT OF DECLARANT.** Recognizing that the initial cost of administration and maintenance of the Common Area and the Association may have to be subsidized by Declarant, the Board of Directors (whether such Directors are same as the Declarant, Declarant's agents or employees and without being liable for any claim made by any Member of the Association that the Directors' fiduciary duty to the other Members of the Association has been breached due to a conflict of interest) may execute promissory notes and/or other instruments evidencing any debt the Association owes the Declarant for monies expended by the Declarant or loaned to the Association by Declarant for and on behalf of the Association. Repayment of the loan shall be the responsibility of the Association.

**SECTION 7.17. FINES AND DAMAGES ASSESSMENT.**

- (a) **Board Assessment.** The Board may assess fines against an Owner for violations of the Restrictions which have been committed by an Owner, a Resident, or the Owner or Residents guests, agents or invitees. Any fine and/or charge for damage levied in accordance with this Section 7.17 will be considered an Individual Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Common Area or any facilities located by the Owner, Resident, or their guests, agents, or invitees. The Board will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the Rules and Regulations and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.
- (b) **Procedure.** Before levying a fine, the Association will give the Owner a written violation notice via certified mail, return receipt requested, and an opportunity to be heard, if requested by the Owner. This requirement may not be waived. The Association's written violation notice will contain the following items: (i) the date the violation notice is prepared or mailed; (ii) a description of the violation or property damage that is the basis for the suspension action, charge, or fine and state any amount due to the Association from the Owner; (iii) a reference to the rule or provision that is being violated; (iv) a description of the action required to cure the violation; (v) the timeframe in which the violation is required to be cured to avoid the fine or suspension; (vi) the amount of the fine; (vii) a statement that no later than the thirtieth (30th) day after receiving the notice, the Owner may request a hearing pursuant to Section 209.007 of the Texas Property Code, and further, if the hearing held pursuant to Section 209.007 of the Texas Property Code is to be held by a committee appointed by the Board, a statement notifying the Owner that he or she has the right to appeal the committee's decision to the Board by written notice to the Board; and (viii) a statement informing the Owner that they may have special rights or relief related to the enforcement action under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. section et seq), if the Owner is serving on active military duty.

- (c) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in Section 7.13 hereof and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to Section 7 of this Declaration. Unless otherwise provided in this Section 7.17, the fine and/or damage charge will be considered an Assessment for the purpose of this Article and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this Section 7.

## **ARTICLE VIII EASEMENTS AND UTILITIES**

**SECTION 8.1.**      **TITLE TO UTILITY LINES.** The title conveyed to any Lot within the Subdivision shall be subject to any easement affecting same for utility or other purposes and shall not be held or construed to include the title to the water, gas, electricity, telephone, cable television, security, storm sewer, or sanitary sewer lines, poles, pipes, conduits, or other appurtenances or facilities constructed by the Declarant, the Association, or public or private utility companies upon, under, along, across, or through such utility easements; and the right (but no obligation) to construct, maintain, repair, and operate such systems, utilities, appurtenances, and facilities is reserved to the Declarant or the Association and their successors and assigns. The Owners of the respective Lots shall not be deemed separately to own pipes, wires, conduits, or other service lines running through their property that are used for or serve other Lots, but each Owner shall have an easement for such use of the aforesaid facilities as shall be necessary for the use, maintenance, and enjoyment of such Owner's Lot.

**SECTION 8.2.**      **ASSOCIATION EASEMENTS.** The Association, its agents, servants, and employees shall have all other such easements as specifically referenced throughout this Declaration.

## **ARTICLE IX ELECTRICAL SERVICE**

**SECTION 9.1.**      **UNDERGROUND ELECTRICAL DISTRIBUTION.** An underground electrical distribution system has been installed within the Subdivision which will be designated an Underground Residential Subdivision (the "URS") and which underground service area shall serve all Lots in the Subdivision. The Owner of each Lot in the URS shall, at his own costs, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electric Code) the underground service cable and appurtenances from the point of the electric company's metering on the customer's structure to the point of attachment at such company's installed transformer or energized secondary junction boxes, such point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter. In addition, the Owner of each Lot shall, at such Owner's own cost, furnish, install, own and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for the residence constructed on such Owner's Lot. For so long as underground service is maintained in the URS, the electric service to each Lot shall be underground, uniform in character and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle alternating current.

Easements for the underground service may be crossed by driveways and walkways provided that the Builder or Owner makes prior arrangements with the utility company furnishing electric service

and provides and installs the necessary electric conduit of approved type and size under such driveway or walkway prior to construction thereof. Such easement for the underground service shall be kept clear of all other Improvements including buildings, patios, or other paving, and neither Builder nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants, to shrubbery, trees, or Improvements (other than crossing driveways or walkways provided the conduit has been installed as outlined above ) of the Owner and located on the land covered by said easement.

**ARTICLE X**  
**INSURANCE**

**SECTION 10.1. GENERAL PROVISIONS.** The Board shall have the authority to determine whether or not to obtain insurance for the Association and upon the Common Area, if any, and if insurance is obtained, the amounts thereof. In the event that insurance is obtained, the premiums for such insurance shall be an expense of the Association, which shall be paid out of the Maintenance Fund.

**SECTION 10.2. INDIVIDUAL INSURANCE.** Each Owner shall be responsible for insuring such Owner's Lot and such Owner's Dwelling Unit, its contents and furnishings. Each Owner, at such Owner's own cost and expense, shall be responsible for insuring against the liability of such Owner.

**ARTICLE XI**  
**AMENDMENT TO DECLARATION AND DURATION OF RESTRICTIONS**

**SECTION 11.1. AMENDMENT BY OWNERS.** The terms of this Declaration may be amended at any time by an instrument signed by those Owners owning at least two-thirds ( $\frac{2}{3}$ ) of the Lots within the Subdivision. No Person shall be charged with notice of or inquiry with respect to any amendment until and unless it has been filed for record in the Official Public Records of Real Property of Bexar County, Texas. Prior to the Election Date, any amendments to the Declaration by Owners, in order to be valid and effective, must be approved in writing by the Declarant, which written approval must be filed of record along with the amendment of the Declaration.

**SECTION 11.2. AMENDMENT BY DECLARANT.** Declarant shall have and reserves the right at any time and from time to time before the Election Date, without the consent of other Owners or any Mortgagee or its representative to amend this Declaration for the purpose of: (a) securing to the Owners the benefits from technological advances, such as security, communications, or energy-related devices or equipment that did not exist or were not in common use in similar subdivisions at the time this Declaration was adopted; (b) prohibiting the use of any device or apparatus developed or available for use following the date of this Declaration, if the use of such device or apparatus would adversely affect the Association or the Subdivision or would adversely affect the property values within the Subdivision; or (c) clarifying or resolving any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors, or omissions herein; provided, however, that no such amendment shall change the voting rights of the Declarant or other Members, annexation rights of Declarant, any Owner's proportionate share of Assessments, or the property description of any Owner and such Owner's mortgagee who do not join in the execution of such correction instrument. Any such amendment shall become effective upon the recordation of a written instrument signed by Declarant setting forth such amendment in the Official Public Records of Real Property of Bexar County, Texas.

**SECTION 11.3. DURATION.** This Declaration shall remain in full force and effect until January 1, 2045, and shall be extended automatically thereafter for successive ten (10) year periods; provided however, that this Declaration may be amended at any time, as set forth in Sections 11.1. and 11.2.

**ARTICLE XII**  
**MISCELLANEOUS**

**SECTION 12.1. SEVERABILITY.** In the event of the invalidity or partial invalidity or partial unenforceability of any provision in this Declaration, the remainder of the Declaration shall remain in full force and effect.

**SECTION 12.2. NUMBER AND GENDER.** Pronouns, whenever used herein, and of whatever gender, shall include natural persons and corporations, partnerships, limited liability companies and other entities and associations of every kind and character, and the singular shall include the plural, and vice versa, whenever and as often as may be appropriate.

**SECTION 12.3. DELAY IN ENFORCEMENT.** No delay in enforcing the provisions of this Declaration with respect to any breach or violation thereof shall impair, damage or waive the right of any party entitled to enforce the same to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time.

**SECTION 12.4. ENFORCEABILITY.** This Declaration shall run with the Subdivision and shall be binding upon and inure to the benefit of and be enforceable by the Association and each Owner of a Lot in the Subdivision, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. In the event any action to enforce this Declaration is initiated against an Owner or occupant of a Lot by the Association or another Owner, the prevailing Association or other Owner, as the case may be, shall be entitled to recover reasonable attorney's fees from the Owner or occupant of a Lot who violated this Declaration.

**SECTION 12.5. REMEDIES.** In the event any Person shall violate or attempt to violate any of the provisions of the Declaration, the Association, each Owner of a Lot within the Subdivision, or any portion thereof, may institute and prosecute any proceeding at law or in equity to abate, preempt or enjoin any such violation or attempted violation or to recover monetary damages caused by such violation or attempted violation. Provided, however, prior to any enforcement action authorized by this Declaration, the Association must comply with any and all applicable statutes of the State of Texas including Chapter 209 of the Texas Property Code or any successor statute, and any subsequent amendments thereto.

**SECTION 12.6. RIGHT OF ENTRY; ENFORCEMENT BY SELF HELP.** The Association shall have the right, in addition to and not in limitation of all the rights it may have under this Declaration, to enter upon any Lot, including any Improvements located thereon, for emergency, maintenance, or repair which right may be exercised by the Association's Board, officers, agents, employees, managing agent, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after no less than ten (10) days notice to the Owner or occupant of the Lot or Improvements. In addition to any other remedies provided for herein, the Association or its duly authorized managing agent shall have the power to enter upon any Improvements or any portion of a Lot to abate or remove, using such force as reasonably may be necessary, any Improvement to Property, other structure, or thing or condition that violates this Declaration, the Bylaws, the Rules and Regulations, or any other applicable use restrictions. Unless an emergency situation exists, such self-help shall be preceded by not less than ten (10) days written notice. All costs of self-help, including reasonable attorney's fees actually incurred, shall be assessed against the violating Owner and shall be collected as provided for herein for the collection of the Assessments. All such entries shall be made with as little inconvenience to the Owner as is commercially practicable in the judgment of the Association and any damages caused thereby (as distinguished from repairs with respect to which the Association is entitled to a Reimbursement Assessment) shall be borne by the Maintenance Fund of the Association.

**SECTION 12.7. VIOLATIONS OF LAW.** Any violation of any federal, state, municipal, or local law, ordinance, rule, or regulation, pertaining to the ownership, occupation, or use of any Property within the Subdivision hereby is declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

**SECTION 12.8. REMEDIES CUMULATIVE.** Each remedy provided under this Declaration is cumulative and not exclusive.

**SECTION 12.9. NO REPRESENTATIONS OR WARRANTIES.** No representations or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant or its agents or employees in connection with any portion of the Subdivision, or any Improvements thereon, its or their physical condition, compliance with applicable laws, fitness for intended use, or in connection with the Subdivision, sale, operation, maintenance, cost of maintenance, taxes, or regulation thereof, unless and except as specifically shall be set forth in writing or incapable of being waived by law.

**SECTION 12.10. VACATING OF PLAT OR CORRECTION OF PLAT BY DECLARANT AND OWNERS.** No provision of this Declaration shall preclude the Declarant or Owners of Lots in the Subdivision from vacating a plat, amending a plat or filing a replat to correct any error in the original platting or replatting of such Lots in the Subdivision, or from otherwise recording a partial replat, provided that such vacating, amending or replatting is done in accordance with applicable Texas statutes and if prior to the Election Date, is approved in writing by Declarant.

**SECTION 12.11. LIMITATION ON LIABILITY.** NEITHER THE ASSOCIATION, THE BOARD, THE ARCHITECTURAL REVIEW COMMITTEE, DECLARANT, OR ANY PRINCIPAL, OFFICER, AGENT, OR EMPLOYEE OF ANY OF THE SAME ACTING WITHIN THE SCOPE OF THEIR RESPECTIVE DUTIES DESCRIBED IN THIS DECLARATION SHALL BE LIABLE TO ANY PERSON FOR ANY REASON OR FOR ANY FAILURE TO ACT IF THE ACTION OR FAILURE TO ACT WAS IN GOOD FAITH AND WITHOUT MALICE.

**SECTION 12.12. CAPTIONS FOR CONVENIENCE.** The titles, headings, captions, article and section numbers used in this Declaration are intended solely for convenience of reference and shall not be considered in construing any of the provisions of this Declaration. Unless the context otherwise requires, references herein to articles and sections are to articles and sections of this Declaration.

**SECTION 12.13. GOVERNING LAW.** This Declaration shall be construed and governed under the laws of the State of Texas.

**ARTICLE XIII**  
**PROPERTY RIGHTS IN COMMON AREA**

**SECTION 13.1. CONVEYANCES TO THE ASSOCIATION.** Although Declarant may retain the legal title to easements or fee simple parcels designated as Common Area, or portions thereof, until Declarant conveys legal title to the last Lot in the Subdivision, Declarant, at any time after the date hereof, may convey legal title to all or a portion of such Common Area to the Association. The Association shall be obligated to accept title to, operate and maintain the Common Area conveyed to the Association as elsewhere provided in this Declaration. Declarant hereby covenants that the Common Area or portions thereof that it may convey to the Association shall be free and clear of all liens and encumbrances (other than the lien for property taxes and Assessments not then due and payable) but such conveyance shall be subject to the terms of the Declaration and easements, covenants, conditions, restrictions and equitable servitudes, or other encumbrances of record as of the date hereof or hereafter placed of record that do not materially adversely affect the use and enjoyment of the Common Area by the Association or its Members.

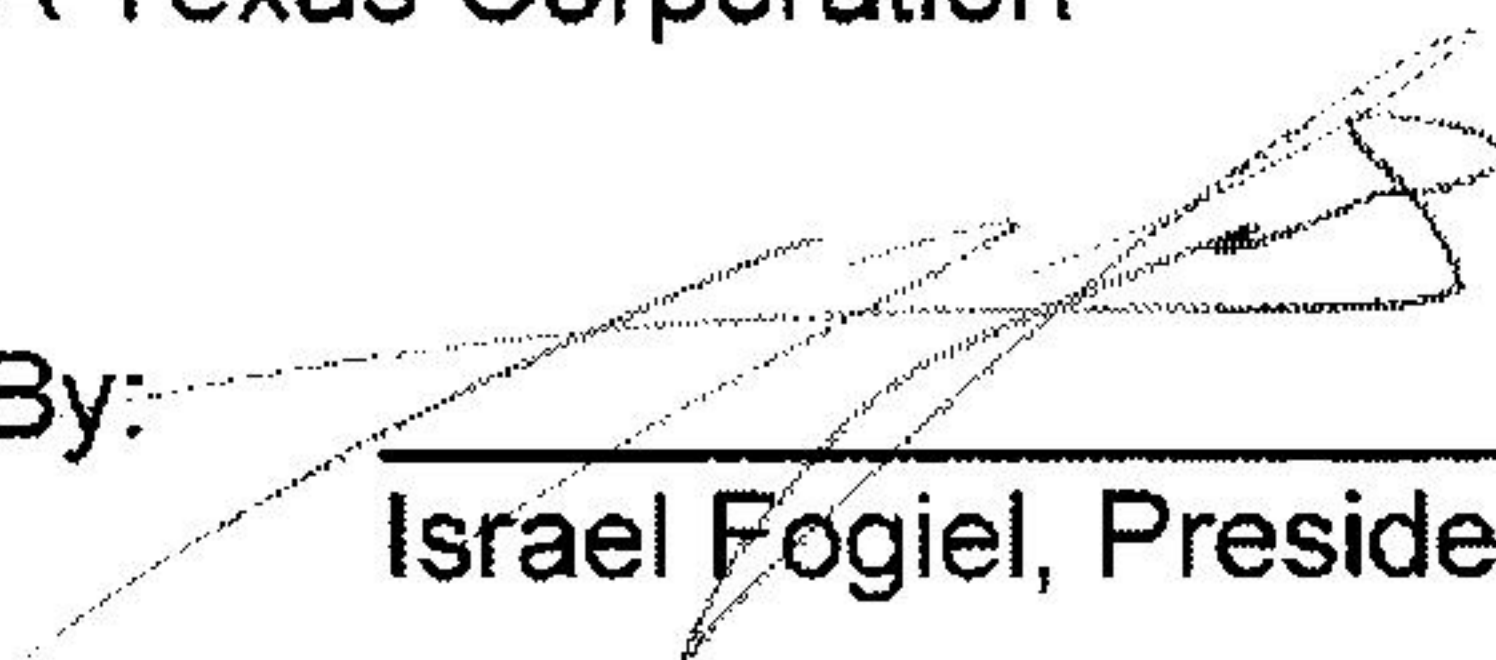
**SECTION 13.2. RIGHTS OF MEMBERS.** Every Member of the Association and the Declarant shall have a beneficial interest of nonexclusive use and enjoyment in and to the Common Area and such interest shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association to publish Rules and Regulations governing the use of the Common Area and to establish fines or penalties for infractions thereof;
- (c) The right of the Association to enter into and execute contracts with any party (including, without limitation, Declarant or its affiliates) for the purpose of providing maintenance or other materials or services consistent with the purposes of the Association and this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has executed the foregoing instrument on this 14th day of September, 2018.

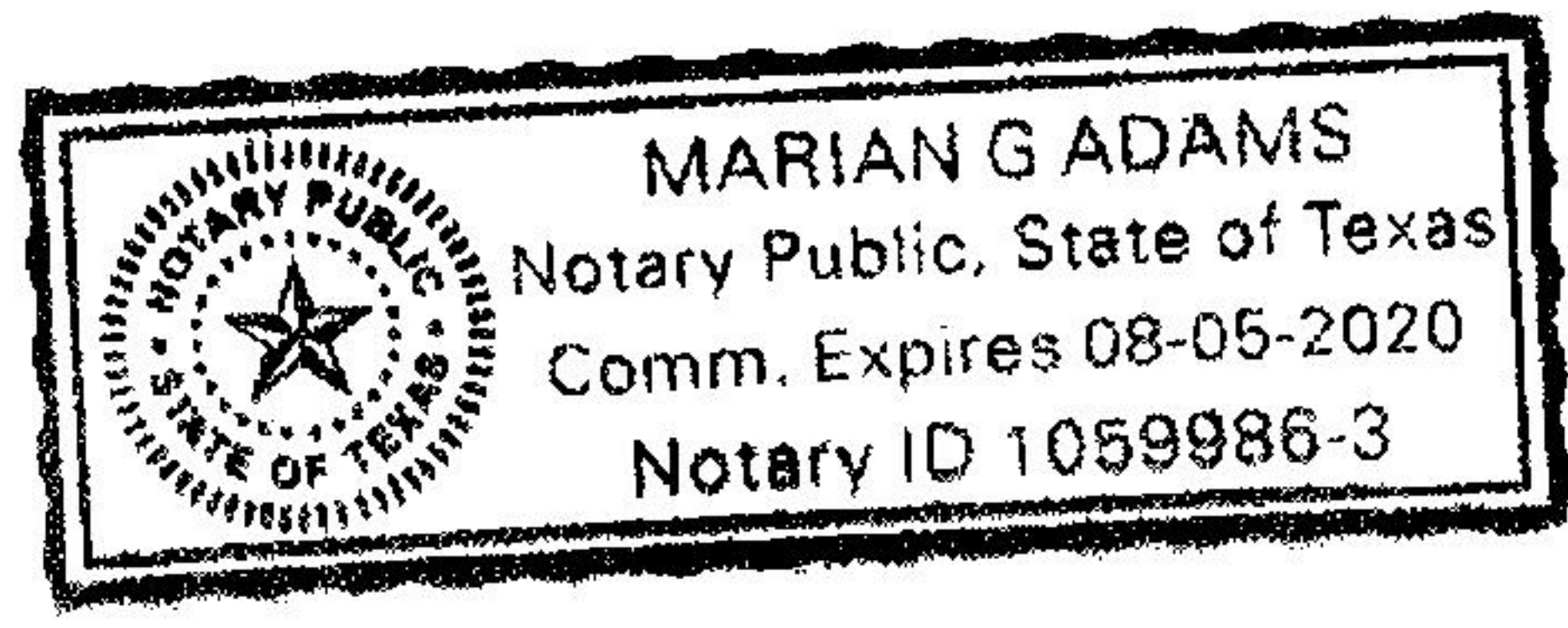
DECLARANT:

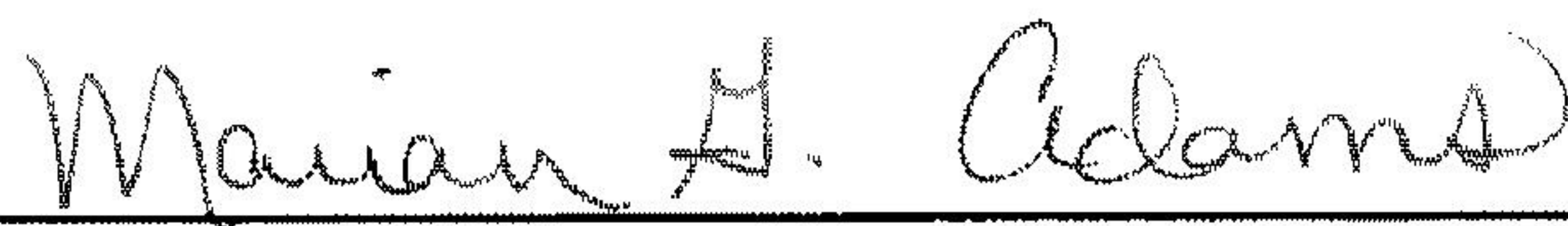
TENOTEX PARTNERS, INC.  
A Texas Corporation

By:   
Israel Fogiel, President

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR               §

This instrument was acknowledged before me on the 24th day of September, 2018, by Israel Fogiel, President of Tenotex Partners, Inc., a Texas Corporation.



  
Notary Public in and for the State of Texas  
Commission Expiration Date: 8/5/20

AFTER RECORDING, RETURN TO:  
10003 N.W. Military Hwy, Suite 2201  
San Antonio, TX 78231

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

**Document Number:** 20180182864  
**Recorded Date:** September 14, 2018  
**Recorded Time:** 4:05 PM  
**Total Pages:** 31  
**Total Fees:** \$142.00

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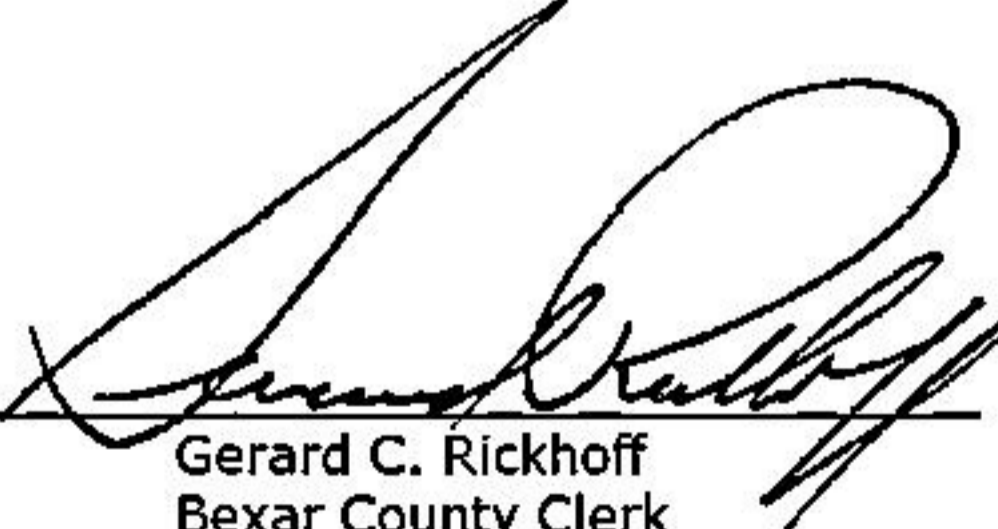
**\*\* Do Not Remove \*\***

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: 9/14/2018 4:05 PM



  
Gerard C. Rickhoff  
Bexar County Clerk