

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR  
HIDDEN MESA SUBDIVISION  
PLANNED UNIT DEVELOPMENT  
AND PROVISIONS  
FOR CANYON RIM HOMEOWNERS ASSOCIATION**

This Amended Declaration of Covenants, Conditions, and Restrictions for Hidden Mesa Subdivision (Canyon Rim) amend, replace and restate the Declaration of Covenants, Conditions and Restrictions for Hidden Mesa Subdivision made effective and executed by Declarant on October 27, 1999, and recorded in Book 8188, pages 1994 thru 2023, in the official records of the Bexar County Clerk on November 2, 1999.

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HIDDEN MESA SUBDIVISION, PLANNED UNIT DEVELOPMENT,  
AND PROVISIONS FOR CANYON RIM HOME OWNERS ASSOCIATION**

**STATE OF TEXAS**

**COUNTY OF BEXAR**

On this 6<sup>th</sup> day of June, 2014, The Canyon Rim Homeowners Association, a Texas non-profit organization (hereinafter referred to as the "Association") who hereby declares that the land located in Bexar County, Texas, and described in the subdivision plat of Hidden Mesa Subdivision P.U.D. as recorded in the Deed and Plat Records of Bexar County Texas at Volume 9544, Pages 197-200, (hereinafter described as the "Subdivision"), was and shall be transferred, sold, conveyed, and occupied subject to the following covenants, conditions, restrictions, reservations and charges (hereinafter referred to as "Restrictions" or the "Declaration"), hereby specifying and agreeing that this Declaration and the provisions hereof shall constitute covenants to run with the land and shall be binding on all present and subsequent Owners of each Lot. The Owners, by the acceptance of their deeds, for themselves, their heirs, executors, administrators, successors, and assigns, covenant, and agree to abide by the terms and conditions hereof.

**I  
SUBDIVISION**

The Canyon Rim Subdivision has been divided into one or more parcels (hereinafter referred to as "Lots"), according to the subdivision plat of Hidden Mesa Subdivision P.U.D., recorded under the Volume 9554, Pages 197-200, of the Plat Records of Bexar County, Texas to which plat and its record reference is made for all purposes. The Subdivision is a residential community comprised of single-family residential Lots developed and sold pursuant to this Declaration and the Second Amended and Restated Stone Oak Master Plan for Stone Oak (hereinafter referred to as the "Master Plan"), recorded August 19, 2005, in Volume 11591, Page 374 et seq. of the Real Property Records of Bexar County, Texas, as amended from time to time.

**II  
PURPOSE**

The Subdivision is encumbered by these restrictions for the following reasons:

1. To ensure the best and highest use and most appropriate development of the property;
2. To protect Lot Owners against improper use of surrounding Lots;
3. To preserve so far as practicable the natural beauty of the property;
4. To guard against the erection of poorly designed and/or proportioned structures of improper or unsuitable materials;
5. To encourage and secure the erection of attractive improvements on each Lot with appropriate locations;
6. To secure and maintain proper setbacks from the streets and adequate free space; and
7. In general, to provide for development of the highest quality to enhance the value of the investment made by Lot Owners.

### III USE

All Lots shall be used for single-family residential purposes only.

No Owner shall occupy or use his Lot or any improvements constructed thereon, permit the same or any part thereof, to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests, and tenants.

No manufacturing trade, business, commerce, industry, profession, or other occupation whatsoever may be conducted or carried on in any portion of the property or in any improvement thereon, other than a home office which does not accept invites, clients, customers, or guests. No improvement constructed on a Lot may be used as an apartment house, flat, lodging house or hotel, but such improvements may be leased for residential purposes for a minimum term of thirty (30) days.

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

### IV ARCHITECTURAL CONTROL COMMITTEE

**A. Composition.** The Association Architectural Control (hereinafter referred to as the "ACC") has and shall continue to have jurisdiction over all improvements, construction, modifications, additions or alterations of each Lot within the Subdivision. Members of the ACC shall be appointed and removed by the Board of Directors, in its sole discretion. Each member shall be appointed for a term of one (1) year. The ACC shall be comprised of not less than three (3) nor more than five (5) members. A member of the ACC need not be a member of the Association. A majority of the ACC members may act for the ACC and no notice of any of its meetings shall be required. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the ACC in having any application reviewed by architects, engineers or other professionals.

**B. Duties.** No building, garage, storage house, wall, fence, driveway, sidewalk, parking area, or other improvements shall be erected, placed, altered or maintained upon any Lot nor any exterior additions thereto, nor may any changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location, have been submitted to and approved in writing by the ACC, which will consider, among other things, the harmony of external design and location in relation to surrounding structures and topography). No building may be constructed on any Lot by any person or company other than a builder approved in writing by the ACC. Plans, specifications, plats, and names of builders shall be filed with the ACC by delivery to the office of the Association's appointed agent or manager. All actions of the ACC shall be in writing and copies of its actions shall be retained and its records maintained at the office of the Association manager's office or such other designated location as determined by the Board of Directors. If the ACC fails to act on a

request within thirty (30) days after filing and receipt of plans, specifications, plats and names, said plans, specifications plats, and names shall be deemed unapproved.

C. **Non-compliance.** The Committee or its duly appointed representative shall have the right to enter onto any construction site subject to these Restrictions, to determine compliance with approved plans and specifications. The entrance by the ACC or its representative shall not be guilty of trespass. In the event of serious non-compliance, within the sole discretion of the ACC, the ACC shall have the power to halt and enjoin such work through legal means or remedies available in accordance with the current laws of the State of Texas. In the event the ACC determines there is a situation of noncompliance, the ACC shall reasonably attempt to provide notice to the homeowner, builder, contractor or party which is determined to be in noncompliance with these restrictions before instituting legal procedures to enjoin the continuation of noncompliance. The ACC shall require the resolution of any such noncompliance prior to the continuation of construction. In addition, a final inspection and certification of compliance issued by the ACC may, in its discretion, be required prior to occupancy of the premises restricted hereby. Any expense incurred by the Association in enforcing this Declaration shall be a charge against the Owner of the Lot.

D. **Complying Construction.** Any construction done pursuant to and in accordance with the plans, specifications and plats approved by the ACC under the terms of this section shall be conclusively presumed to comply with these Restrictions.

E. **Design Guidelines.** The ACC may, from time to time, promulgate Design Guidelines, and such Design Guidelines shall be explanatory and illustrative of the general intent of the Association and are intended as a guide to assist the ACC in reviewing plans and specifications.

F. **Immunity from Suit.** There shall be no review of any action of the ACC except by procedures for injunctive relief when such action by the ACC is patently arbitrary and capricious. Under no circumstances shall the ACC or any of its members be subject to suit by anyone for damages in connection with ACC's actions hereunder. Every person, including those who submit plans, specifications, samples, plot plans, and any builders, contractors, and every Owner of any Lot agrees that he will not bring any action against the ACC or its members, partners, officers or directors, to recover any damages in any way related to the review of any plan, decision or other duty under these Restrictions and hereby releases and quitclaims all claims, demands, and causes of action rising out of or in connection with any such judgment, negligence or nonfeasance, and hereby waives the provisions of any law which provide that a general release does not extend to the claims demands and causes of action not known at the time the release is given.

G. **No Waiver by ACC.** The approval or consent of the ACC to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or work done or proposed or in connection with any other matter requiring the approval or consent of the ACC shall not be deemed to constitute waiver of any right to withhold approval or consent as to any plans and specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different Owner.

H. **Waivers.** The ACC may grant such waivers of any of the restrictions contained in this Declaration as it considers appropriate based upon the quality and design of a proposed improvement.

V  
ASSOCIATIONS

A. **Stone Oak Property Owners Association.** Notwithstanding anything to the contrary contained in these restrictions, it is hereby acknowledged by all current and future owners of Lots that all the Lots are subject to the jurisdiction of the SOPOA and the Master Plan. Therefore, to the greatest extent practicable, the restrictions provided for herein as well as in the Master Plan, shall all be enforced against the Lots. To the extent these Restrictions are more stringent than the Master Plan, these Restrictions shall control.

B. **Canyon Rim Homeowners Association.** The Association is a nonprofit corporation under the laws of the State of Texas. The Association was created for the purposes and with the effect set forth in this Declaration, as follows:

(i). **Purpose.** The Association shall provide such services as the Association from time to time may decide are necessary or desirable in general to carry out these Restrictions and to provide for the common safety, welfare and health of the Subdivision, the Lots and Lot Owners. All the Owners of the Lots are members of the Association; it being the intent and requirement that all present and future Owners of the Lots shall be members of the Association. Ownership of a Lot shall be evidenced by the Owner listed in the Official Public Records of Bexar County, Texas. Membership in the Association shall be appurtenant to and may not be separated from the ownership of any Lot. All Owners of the Lots shall be entitled to one (1) vote for each Lot owned. All the rules and requirements for voting, meetings, elections, officers, powers and duties of the Board of Directors and similar matters shall be governed by the Articles of Incorporation, the Bylaws of the Association, this Declaration and any duly adopted rules, regulations and policies as may be adopted by same from time to time.

(ii). **Assessments.** Each Owner of a Lot hereby covenant and agree to timely pay to the Association such (1) assessments, and (2) special assessments as are fixed and established by the Board of Directors of the Association from time to time. The assessments, together with interest and cost of collection, shall be the personal obligation of the record Owner of the Lots at the time the assessment becomes due and shall be a charge on the property secured by a lien on the Lot or Lots until paid. All past due assessments shall accrue interest at ten percent (10%) per annum or the highest legal rate allowed by law if it be less than ten percent (10%). If the Owner of the Lot shall transfer the Lot when assessments are due or past due, the original Owner and assignor shall, after closing and sale of the Lot, remain personally obligated for the assessments then due and owing, while the new Owner and assignee shall, after closing and sale of the Lot, remain personally obligated for the assessments then due and owing, while the new Owner and Assignor shall be personally liable for all the future assessments after closing, the original past due assessments shall always remain a lien on the Lot until paid past closing thereby entitling the Association to the remedies provided in subparagraph (iii) immediately below. The assessments shall be used to promote the health, safety and welfare of the Lot Owners and to improve and maintain any so-called common areas and facilities to the extent they are not otherwise maintained by the public or the Stone Oak POA, and to further provide and maintain needed security, provide for insurance, legal accounting services and such other services as are deemed necessary or reasonable by the Association or its Board of Directors to maintain the Subdivision as a first-class residential community and to carry out the purposes of these Restrictions. Nothing in these Restrictions shall amend, lessen or abrogate the responsibilities of SOPOA to provide services undertaken by such associations to the

Subdivision with the assessments collected by the associations to the subdivision with the assessments collected by such associations. All additional assessments to be assessed and collected by the Association are intended to be used for such benefits and in such a manner as the Association decides, which benefits shall all be in addition to the services and benefits already provided by the SOPOA. It is intended that the Association have the power and flexibility to provide for extra benefits not necessarily otherwise available to the Subdivision as a result of assessments paid to the SOPOA. The total annual assessment for each year shall be set by the Board of Directors of the Association based on estimated costs of performing such services set forth in this paragraph as the Board of Directors or members of the Association shall, in their discretion, determine to provide during the year to the Subdivision. The total estimated costs shall be allocated among the Owners of Lots as follows: (A) all Lots with a residence that is ready and available for occupancy ("Completed Residence"), which readiness and availability shall be determined by the Board of Directors of the Association or its representative designated to make such determinations, shall pay a charge equal to the full and complete assessment, while (B) all Lots without a Completed Residence shall pay one-quarter (1/4) of the regular assessment. The assessment against each Lot shall be paid to the Association (or its designee) on a quarterly basis to be determined at the discretion of the Board of Directors. The Board of Directors may also make special assessments against individual Lots for services or capital improvements in addition to those provided for under this paragraph, which are provided solely to the property of an individual Lot Owner and not all Lot Owners. The lien for assessments on any Lot shall be subordinate to any deed of trust lien filed against any Lot for the purpose of securing purchase money for said Lot.

(iii). **Collection/Foreclosure of Assessments.** All sums assessed in the manner provided in subparagraph VII (b) (ii) but unpaid, shall, together with interest collected at the lesser of ten percent (10%) per annum or the highest lawful rate and the cost of collection, including attorney's fees, become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the Owner and such Owner's heir, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and chargers against the Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record securing sums borrowed for the acquisition of the Lot in question. The Board of Directors shall have the power to subordinate the aforesaid assessment lien to any other lien. The Board of Directors 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 such lien, and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment become delinquent and may be enforced by the non judicial foreclosure of the defaulting Owner's Lot by the Association in a like manner as a mortgage on real property pursuant to Section 51.002 of the Texas Property Code, as amended from time to time, subsequent to the recording of a notice of assessment lien as provided above. The Association may also institute suit against the Owner(s) and/or other persons, which personally obligates them to pay assessment and/or foreclosure of the aforesaid lien judicially in the same manner as foreclosure of a vendor's lien. In any foreclosure proceeding, whether judicial or non judicial, the Owner of the Lot subject to such proceeding shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the enforcing party. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the Association shall use

reasonable efforts to report to said mortgagee a report of any unpaid assessments remaining unpaid for longer than forty-five (45) days after the same are due.

(iv). **Composition of Board.** The composition of the Board of Directors and the term for each member shall be as stated in the First Amended and Restated Bylaws of the Association, as amended from time to time.

(v). **Common Areas, Streets and Security.** Common areas owned by the Association shall not be mortgaged or conveyed by the Association without the prior approval of two-thirds (2/3) of the Owners. Streets within the Subdivision shall be private and shall be owned and maintained by the Association. Vehicular access to the Subdivision will be via a controlled entry gate. Except as provided herein, the Board of Directors shall make rules governing access to the Subdivision and the use, including parking, of Subdivision streets. "Common Areas" shall mean and refer to all property owned, leased or maintained by the Association for the use and benefit of the Subdivision and its residents. The Common Areas includes: Lots 93, 94, 95 of Block 13 (greenbelt and amenity areas) and the entry gate, and includes all streets and all private drainage areas.

a. **Entry Gate.** It shall be kept closed at all times except for special events as determined by the Board of Directors, in its sole discretion. Members may submit a written request to the Board of Directors for approval of a proposed special event. The submittal shall be made not less than seven (7) days prior to the proposed date for the special event.

b. **Streets and Drainage.** Each prospective Lot Owner is hereby notified that the streets within the Subdivision are not public streets, but are private streets. Maintenance is the responsibility of Association.

c. **Notice.** Each prospective Lot Owner should carefully note the width of the paved portion of the streets, the proximity of trees to the pavement and the location of trees with various esplanades and traffic islands. In purchasing a Lot, the purchaser of each Lot specifically assumes the risk for himself, his family, employees, guests, contractors, and all others of driving in narrow streets bordered closely by native trees and agrees to do so in a safe manner. Each prospective Lot Owner is notified that the drainage ditches, culverts, and other drainage facilities within the Subdivision are not publicly owned and may be privately owned. Each prospective Lot Owner should carefully note the location of the facilities and avoid unsafe conduct in these areas. In purchasing a Lot, each Lot Owner specifically assumes the risk for himself, his family, employees, guests, contractors, and all the other invitees of knowing the location of such drainage facilities and agrees to refrain from unsafe conduct in the proximity of such facilities.

d. **Traffic Control.** The Board of Directors may make reasonable rules and regulations and may prescribe such penalties as it determines reasonable and necessary to promote safety within the Subdivision. In the event the Owner of any Lot or that Owner's family member or guests repeatedly violates such rules or fails to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable, and prudent manner on the private streets within the Subdivision, such person, may be subject to such penalties, including, but are not limited to the following:

1. Fines, and/or

2. The suspension of such person's right to traverse the private streets within the Subdivision via the operation of a motorized vehicle for a period not to exceed 30 days.

The Board of Directors may make such other and further rules regarding notification of safety infractions, proof of safety infractions and/or enforcement of the penalties as may be reasonably necessary to give effect to this Section.

In the event speed and traffic control in the Subdivision are assumed by some public agency having the authority to issue penalties for infractions thereof, the penalties prescribed herein may not be imposed in addition to the penalties which are actually imposed by said public entity.

**e. Security.** Although the Association may elect in the future to provide security for the Subdivision, the Association is not now a provider of any security, and individual Lot Owners must provide for their own security for their home and property. The budget and level of assessments of the Association do not provide for the manning of the entry gate or for patrol by any professional security personnel. The determination of whether a level of security will be provided to Members in the future shall be in the sole discretion and authority of the Board of Directors.

## VI RESTRICTIONS OF LOTS

**A. General Restrictions.** All Lots in the Subdivision shall be used for single-family residential purposes, save and except Lots 93, 94, and 95 of Block 13 ( Pool, Clubhouse and Playground areas) and all designated Greenbelt areas which shall be used in accordance with the plat hereinbefore described. Only one private single-family residence may be constructed, or otherwise placed upon, any one Lot. The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital clinic, and/or professional uses and are hereby expressly prohibited. No residential building shall remain uncompleted for more than eight (8) months after construction has commenced.

**B. Building Types.** No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling with attached or detached garage for not less than two (2) motor vehicles, on each of the following Lots:

Lots 1-92, Block 13

Lots 1-68, Block 14

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

**C. Dwelling Size and Address.** The living area of each single-family dwelling, exclusive of open or screened porches (covered or uncovered), garage storage rooms, stoops, open terraces, and/or servant's quarters shall be, for one-story dwellings not less than 1,400 square feet; and if more than one-story, the ground floor shall not be less than 800 square feet and the total square feet shall not be less than 1,600 on each of said Lots designated in paragraph B hereinabove. All residences shall have a house

number that is visible from the street during daytime and nighttime hours. House numbers must be of size and location so that EMS personnel can identify and respond in a timely manner.

**D. Building Materials.** The exterior walls of the main resident building constructed on any Lot shall be at least seventy-five (75%) by area, composed of masonry (brick, stone, or stucco) or masonry veneer, said percentage to apply to the area of the walls of the structure exclusive of doors, windows and similar openings. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, fiber-cement masonry siding and all other materials commonly referred to in San Antonio, Bexar County, as masonry. Provided, however, that a fiber cement masonry siding material is used on any dwelling, the exterior walls of the main resident building constructed on any Lot shall be at least one hundred percent (100%) by area composed of masonry or masonry veneer exclusive of doors, windows, and similar openings and also providing that, in no event, shall fiber cement masonry siding used shall be used only in horizontal application and no such material greater than 16 inches in width shall be used. Lots 1-34, 43-51, 62-65, 68-92 of Block 13 shall have 100% non-fiber cement masonry on the rear of all buildings including any chimneys located at the rear of such Lots.

The surface of all roofs or principal and secondary structures shall be slate, tile, metal or architectural series quality composition shingle with a 25-year rating. Wood roofing materials are specifically excluded from use in the Subdivision. Exterior "burglar bars" are expressly not allowed.

**E. Building Location.** No building located on any Lot shall be nearer the street property line than twenty (20) feet. All Lots shall have a minimum rear setback of fifteen (15) feet. The side lot line minimum setback shall be five (5) feet, except for corner Lots where the minimum setback from the side street shall be ten (10) feet. The ACC may waive the rear setback requirement for irregular shaped Lots and for detached or semidetached garages on an individual basis.

Except as related to the front or side street setbacks, eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for the purpose of restricting location, except that in no event shall any part of a structure encroach on another Lot or obstruct any easement. No obstruction of visibility at street intersections is permitted.

**F. Fences and Walls.** For front and side street setback purposes, fences and walls shall be considered buildings and may only be erected or maintained within the minimum building setback from the plot line as set forth in subparagraph VI (E) above. No chain-link fence shall be permitted in any location where it is visible from another Lot. All fences and walls must have written prior approval of The ACC wherever same are constructed, erected, or permitted to remain. Obstruction of any easement as established by the plat for the Subdivision shall be at the Lot Owner's risk. Lots 1-34, 43-51, 62-66, 68-92 of Block 13 will have iron fencing similar to that designed in Exhibit "B" attached hereto along all rear property line areas that are not directly contiguous to another Lot in the Subdivision. Only upon written advance approval of the ACC will change in fence design be allowed.

#### **Wood Fence Standards.**

- a. All wood fence sections shall be constructed using 4" by 4" womanized wood posts or hot-dipped galvanized metal posts. Metal posts shall be a minimum of 2-1/2" in diameter and .065 gauges.

- b. Wood fencing sections shall have a minimum of three horizontal 2" by 4" rails, or equal.
- c. Wood fencing shall be vertically faced with 1" by 4" or 1" by 6" wooden slats. All fences readily apparent and visible from the streets shall be erected with wood cedar slats, No 2 grade or better, facing such street.
- d. No basket-weave or horizontal slats will be permitted.
- e. Fences may only be painted with natural wood tone stains.
- f. The fence shall be designed in such a manner as to not adversely change or alter the site drainage of adjacent Lots.

**G. Landscaping and Maintenance.** Front yards shall be landscaped within thirty (30) days after completion of a residence. All permanent landscaping projects are subject to prior written ACC approval and "decorative items" such as statuary, water fountains/or features, metal art, benches/furniture (no plastic lawn furniture is permitted) focal points and other similar non-vegetative items must be pre-approved. For aesthetics and harmony within the Subdivision "excessive" birdbaths, urns, pots and yard art are subject to ACC review. The Owner of each Lot is responsible for keeping all improvements on their Lot in a neat, well-maintained and attractive fashion. No improvements shall be allowed to be left in a state of disrepair/damage or in a condition which appears to be excessively weathered or worn. All vacant Lots must be cleared of trash, brush and overgrowth on a regular basis.

**(i). Lawns.** The Owner of each Lot is responsible for maintaining the irrigation system (if any) in working order at all times. Residential lawns, front and back, must be mowed and trimmed at regular intervals in the spring, summer and fall months. Grass is not to exceed five (5) inches in height. No fruit-bearing trees, fruit or vegetable gardens, artificial flowers, plants or trees are allowed in front yards and are limited to back yards and/or side yards not visible from the street. No whimsical whirly birds, gnomes, flamingos, tire swings, homemade swings, hammocks or other such items are permitted where visible from the street. All fencing viewable from the street must be kept maintained at all times.

**(ii). Gardens and Borders.** All planted gardens must be trimmed, kept weed-free and mulched. Sickly and dying plants must be removed. Perennials, including ornamental grasses, lantana, and other flowering perennials, that go dormant or die back during winter must be cut back to remove dead material. All stone, concrete, brick or other border materials must be trimmed and maintained in a neat manner.

**(iii). Vegetation.** The Owner of each Lot shall keep all vegetation including trees, bushes, vines and shrubs trimmed to a reasonable height, and for safety and security concerns, said bushes should not completely cover any first floor window. All yard areas should be kept in a sanitary, clean and attractive manner. Plants and trees which die or are diseased shall be removed. No plants or trees may encroach onto the street curb or into the street at any time. Tree limbs over-hanging the street which impede traffic must be trimmed by Lot Owners.

No objectionable or unsightly usage of any Lot or condition on any Lot will be permitted which is visible to public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials shall promptly be removed from such Lot.

In the event of default by any Lot Owner of the provisions of this section, such default continuing ten (10) days from date of a written notice therefore deposited in the United States mails, the Board of Directors may, without liability owed to any other Lot Owner, enter upon such Lot, cut or cause to be cut, such lawn, weeds, grass, bushes and/or trees not being maintained, remove or cause to be removed such vegetation, garbage, trash, rubbish, materials or do anything necessary to or as needed to place any Lot in a neat, attractive, healthful and sanitary condition, and may charge the Lot Owner or occupant of such Lot for the cost of such work, plus reasonable administrative, attorneys' fees and other fees and costs. Said sums shall be considered a special assessment against the Lot as provided for in these restrictions.

**H. Temporary Structures.** No temporary structure, mobile home, trailer, basement, tent, shack, garage, barn, storage buildings or other outbuilding shall be used on any Lot as a residence, either temporarily or permanently, and no building may be moved onto any Lot. Storage sheds are considered an "improvement"; therefore, prior to installation, a request for location, size, height, colors and materials must be submitted to the ACC for approval. The ACC may prevent or allow the construction of a proposed improvement based upon the effect it will have upon the view from any particular Lot.

**I. Re-Subdivision and Merging.** No Lot in this Subdivision may be further subdivided. Adjoining Lots may be merged, provided the total area is landscaped and maintained as the grounds for a single residence. Lots formed by merging must be greater in area than any original Lot and will be subject to restrictions and covenants the same as the original Lots. All merging of Lots shall require the written advanced approval of the ACC and shall be subject to approval by any local, state or federal regulations applicable thereto.

**J. Construction, Alteration or Removal of Improvements.** An "improvement" is defined as all appurtenances of every type and kind including, but not limited to, buildings, outbuildings, patios, gazebos, outdoor kitchens, any type of sport court, basketball goals, swimming pools, walls, fencing, decks, stairs, trash enclosures, landscaping, exterior painting, flagpoles, concrete work, signs, reservoirs, tanks, antennas, satellite dishes, dog runs, solar panels, etc.

No improvements may be constructed, altered or removed upon or from any of the property without the prior written approval of the ACC. Any action, other than normal maintenance, which in any way alters the exterior appearance of any improvement, including without limitation its color, or which involves the removal of any improvement or the alteration of landscaping on a Lot, shall be performed only with the prior written consent of the ACC. Storage sheds are considered an improvement; therefore, prior to installation, request for location, size, height, color and materials must be submitted to the ACC for prior approval

No improvement may be constructed on any Lot which would unnecessarily obstruct the view from other portions of the Subdivision, and the positioning of all improvements upon all Lots is hereby expressly made subject to ACC review. The ACC may prevent or allow the construction of a proposed improvement based upon the effect it will have upon the view from any particular Lot; provided, however, notwithstanding anything to the contrary in this Declaration, the ACC, the members thereof and

the Board of Directors shall not be liable to any Owner for monetary damages or otherwise due to the construction of any improvement within the property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots. No improvement shall be allowed on any Lot that is of such size that it encroaches on a neighboring Lot or of an architectural design that involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible and unharmonious with residential development and surrounding area. Any damages that occur to Association property, including but not limited to streets, curbs, lights, street signs, gates, utilities, and greenbelt areas during an improvement shall be the responsibility of the homeowner to pay the repair or replacement costs.

In any instance where an improvement or construction is commenced or installed without ACC written approval such action shall be at the Owner's risk. The ACC reserves the right to cause the Owner to remove the unapproved improvement or force the Owner to make changes necessary by the ACC to be harmonious with the standard Subdivision neighborhood development. All costs associated with any required removal or changes shall be the responsibility of the Owner.

**K. Building Height.** No improvement greater than thirty-five (35) feet in height may be constructed on any Lot. For purposes of this section (K), height means the vertical distance from "grade" to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable on a pitched or hipped roof, or if none of the preceding, then to the highest point of the improvement. As applied to a building, height is measured from an elevation derived from the average of the highest and lowest grade adjacent to the building.

**L. Signs and Display of Flags.** No sign shall be displayed on any residential Lot except one sign, of not more than five (5) square feet, advertising the property for sale or rent. Except as permitted by the Texas Property Code, all signs of any kind, to include but not limited to landscaping, plumbing, pool companies, contractors or other advertising shall be subject to written approval by the ACC. Any sign erected in violation of this rule is subject to removal from the Lot without prior notice and without being guilty of trespass.

The Association shall adopt such rules, regulations and policies to regulate the display of flags as permitted by Texas Property Code §202.012, as amended.

**M. Oil/Mining Operations, and Water Harvesting Systems.** No drilling, development, refining, quarrying, mining, or prospecting operations for any minerals shall be conducted on any Lot, nor shall any well, including a water well, tank, tunnel, mineral excavation or shaft, be permitted on any Lot.

**N. Animals.** No animals, livestock, poultry, exotic or dangerous pets of any type, including but not limited to pit bull dogs, boa constrictors, ferrets, pigs, chickens or others that may pose a health or security threat to the community, shall ever be raised, kept, bred, or harbored on any Lot. Dogs or other common household pets are limited to no more than three (3) animals. No breeding or maintaining of any animals for commercial purposes is allowed. All animals shall be kept in strict accordance with all local laws and ordinances and in accordance with all rules established by the Association. All construction of dog runs is subject to written approval by ACC. Common household pets shall at all times be restrained by a leash, rope or similar restraint. Per San Antonio City Code of Ordinances, Part II, Chapter 5, Article vii, Section 5-150, Animal Nuisances, it shall be the responsibility of the Owners of such household pets to prevent the animals from running loose, excessively barking and

howling, whining or otherwise becoming a nuisance to neighbors. The Association may take action to prevent such animals from becoming a nuisance, including assessing penalties and fines against Lot Owners. All dogs will be on a leash when walking in the Subdivision and feces deposited on other Lot Owners property or the Common Areas will be picked-up by the dog owner and deposited in the dog owner's refuse receptacle.

**O. Garbage and Refuse.** No Lot shall be used or maintained as a dumping ground for refuse. All trash, garbage and other waste shall be kept in sanitary containers, which at all times must be concealed from public view, and the contents thereof disposed of as required by the Association and applicable local authority.

**P. Sporting Equipment, Play structures, and Clotheslines.** No clotheslines shall be constructed, placed, or erected on any Lot in such way as to be visible from outside the Lot. Permanent basketball goals in front yards and driveways, or basketball backboards affixed to the main residence or garage are strictly prohibited. For safety, no basketball goal, children's play equipment, basketball backboards, poles, goals, or other sporting equipment of temporary nature shall be erected, located or placed within twenty-five feet (25') from the front property line of Lot or the side Lot lines of corner Lots, or within five feet (5') of any interior side Lot line. In no event may a basketball goal or play structure of any kind be located or used on any street in the Subdivision. Temporary basketball goals and children's play structures shall not be stored in the front yard or on the driveway of any Lot overnight. All basketball goals and children's play structures shall be in playable condition at all times and any damaged or in need of maintenance shall be repaired or removed immediately.

The ACC shall have the right to further regulate the appearance and placement of all sporting apparatus including basketball goals, batting cages or other poles or structures, and children's climbing or playground structures. All such structures are subject to prior written approval by the ACC. All children's play equipment visible to adjoining Lots shall be submitted to the ACC for review. Landscaping and fencing requirements may be established by the ACC for the purpose of screening sport courts, playground equipment, and similar apparatus in an aesthetically pleasing manner.

**Q. Utility Services.** Except for temporary structures of the original Developer, all Lots shall be connected to the central water and sewer system, and no other water or sewage system may be used on any Lot.

**R. Parking.** No motor home, boat, recreation, utility or travel trailer or vehicle, a truck larger than a pickup size (one-ton capacity), or inoperative motor vehicle shall be or remain parked or in any way situated on any front yard, driveway, street or other visible area of the Subdivision for a period of over thirty-six (36) hours, unless specifically authorized by the ACC. Off-street parking shall be provided by the Owner of each residence for all such vehicles in a location screened from view from the street and from the other Lots. On street parking, except by visitors, is prohibited.

**S. Antennas, Towers and Solar Collectors.** No television, radio, CB, satellite dish or other outside antennas or towers of any type shall be used unless placed in the attic of residence or otherwise hidden from view to the maximum extent allowed by current Federal Communications Commission (FCC) regulations. Location of antennas/towers must be approved by the ACC prior to installation. Solar apparatus, if used, must be installed in a location not visible from the street to the maximum extent allowed by current federal and state regulations and shall be subject to ACC approval.

**T. Swimming Pools.** Movable, above-ground swimming pools in excess of ten feet (10') in diameter are not allowed. Swimming pools larger than ten feet (10') in diameter must be of a permanent nature built into the ground. All pools must have a "fenced" enclosure. All fence and pool designs are subject to prior written approval by the ACC.

**U. Drainage.** There shall be no interference with the established drainage patterns over any of the properties, unless adequate provision is made for proper drainage and the prior written approval of the ACC is obtained.

**V. Slopes.** All building foundations on slopes of fifteen (15%) or greater or on fill placed upon such slopes shall utilize design and construction practices certified by a registered professional engineer qualified to practice in such a field and such design shall be delivered to the ACC with the plans and specifications.

**W. Front Elevation of Homes, Drives and Sidewalks.** All front facades, driveways, front yards sidewalks, sidewalks adjacent to curbs, must be maintained and kept free of dirt and mold. All curbs and driveways shall be constructed of broom finished concrete. Any concrete flatwork is subject to written approval by the ACC

**X. Firearms, Projectiles and Weapons.** The discharge of any firearm, including but not limited to BB guns and pellet guns, within the Subdivision is strictly prohibited and the Owner of each Lot shall ensure that his guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, slingshot, or other launching or catapulting device is prohibited, except strictly within the confines of an Owner's Lot and not involving the hunting or killing of any animal.

**Y. Hazardous Activities Materials.** No activities shall be conducted within the Subdivision and no improvements shall be constructed within the Subdivision which are or might be unsafe or hazardous to any person or any Lot within the Subdivision. The burning of any materials will not be allowed in the Subdivision, including without limitation, brush and building materials. Without limiting the generality of the foregoing section, no firearms or fireworks shall be discharged within the Subdivision, no open fires shall be lighted or permitted, except within interior fireplaces designed and built according to industry standards and all applicable laws, codes, and statues, or in contained barbecue units for cooking purposes while attended by a responsible adult.

Except with the express written permission of the ACC, no butane, propane, or other combustible fuel tank or container shall be installed or kept on any Lot except for: a) portable small-sized tanks used solely to fuel barbecue units or portable units, b) fuel tanks installed in vehicles, boats, or portable equipment, or c) a reasonable number of portable cans/tanks used to refuel equipment or vehicles.

**Z. Common Areas.** The following restrictions shall apply to the Common Areas owned by the Association:

**(i).** No maintenance, trimming, cutting, or removal of any vegetation situated in the Common Areas may be undertaken by or on behalf of a Lot Owner by anyone other than the Association or a party expressly authorized to do so.

**(ii).** No activities shall be conducted or permitted by any Lot Owner in the Common Areas which would cause the Common Areas to have an unattractive appearance, which would constitute

a nuisance or a material annoyance or disruption to the other Lot Owners, or which would obstruct the Common Areas in any way.

(iii). No permanent or temporary storage of any personal property or materials shall be permitted in the Common Areas.

(iv). No motorcycles, motorbikes, all-terrain vehicles (3 wheel and 4 wheel), off road recreational vehicles or other similar motorized vehicles will be permitted in any greenbelts, trails, or other designated portions of the Common Areas without prior written approval of the Board of Directors. The Association reserves the right to promulgate reasonable rules and regulations from time to time governing the use of any such vehicles within the Common Areas.

(v). No firing of guns, shooting arrows or similar dangerous or objectionable conduct shall be permitted in the Common Areas.

**AA. Noise.** No exterior speakers, horns, whistles, bells or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any Lot or within the Subdivision. No noise or other nuisance (including noisy animals) shall be permitted to exist or be kept upon any Lot so as to be offensive or detrimental to any portion of the Subdivision or to its occupants. There will be no tolerance of noise, including noisy animals, during the time period from 8:00 p.m. to 8:00 a.m.

**BB. Finishes and Colors.** The exterior colors of all "improvements" on a Lot, including but not limited to repainting, shall be subject to prior written approval by the ACC. A color sample of the paint, masonry, or finishing materials and samples of roofing or other exterior materials must be submitted to the ACC for review prior to its application. Any other changes to exterior, including color or material type, must be submitted to the ACC and approved before work begins.

**CC. Windows, Exterior Glass and Mirrors.** All windows shall be wood or factory or job finished metal windows or as approved by the ACC and shall be beige, white, black, or stained or painted in a color compatible with the exterior color of the residence and approved by the ACC. No bronze colored or reflective mirror type glass shall be used on, in or for the windows or doors or any building or any other improvements constructed on any Lot. The use of any stained glass will be subject to approval of the ACC.

## VII MAILBOXES

Mailboxes shall be located at selected locations in the Subdivision in accordance with postal regulations and requirements.

## VIII ENFORCEMENT

If the Owner of any Lot, or the Owner's heirs, executors, administrators, successors, assigns, or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association after thirty (30) days written notice, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and

covenants. The notice requirement shall not apply to violations for which the Association seeks a temporary restraining order or injunction. The failure of any Owner or Tenant to comply with any restriction or covenant will result in irreparable damage to other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator. Any Owner acquiring a Lot in reliance on one or more of such Restrictions shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring the Lot, agrees to release and hold the ACC and the Board of Directors harmless from liability arising out of or related to any amendment, validity or enforceability of any Restriction.

## **IX SEVERANCE**

In the event any of the foregoing Restrictions are held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other restrictions. If any provision of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

## **X TERM OF RESTRICTIONS**

The restrictions shall run with and bind with the Subdivision and all land included within the Subdivision, the Owners of said land, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. The Declaration shall then be automatically extended for successive periods of one (1) year, unless an instrument amending the restrictions in whole or in part has been signed and recorded by the then Owners of two-thirds of the Lots.

## **XI AMENDMENTS**

Notwithstanding the terms of Article XI, these Restrictions may be amended by vote of persons or entities owning not less than sixty-seven percent (67%) of the Lots. The Board of Directors may make such amendments without approval of the Members if the amendment is to clarify or to correct typographical errors. Any and all amendments, if any, shall be recorded in the real property records of the County Clerk of Bexar County, Texas and shall be enforceable against all Lot Owners from and after the date of recording.

## **XII EASEMENTS**

**A. Reservation of Easements.** Easements, licenses, franchises or other similar permits for installation, maintenance, repair and removal of utilities, public rights of way, drainage facilities,

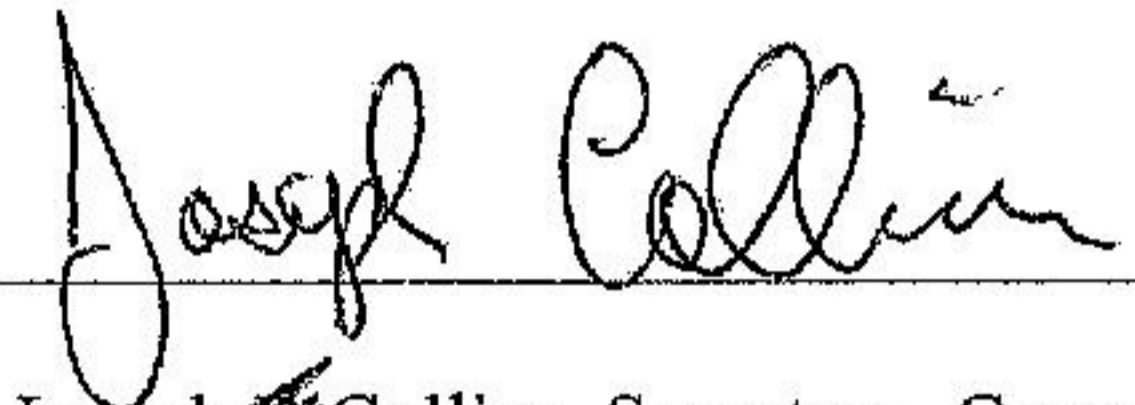
floodway easements, video services, cable television services, security services, communication services, fire protection services and other similar services over, under and across the subdivision are reserved as set forth in other documents of record now or in the future in the Deed Records of Bexar County, Texas. In addition, full right of ingress and egress shall be had at all times over the Subdivision to the extent reasonably necessary for the installation, operation, maintenance, repair or removal of any utility or drainage facility contained within any of the aforesaid easements. All utilities and services installed within the aforesaid easements shall be installed underground with the exception of certain drainage easements and servicing, stub-out and meter areas for such underground utilities.

**B. Drainage Easements.** Each Owner of a Lot covenants to provide easements for drainage and water flow, as contours of land and the arrangement of improvements approved by the ACC on Lots in the Subdivision require. Each Owner of a Lot further covenants not to disturb or displace trees or other vegetation with the drainage easement. There shall be no construction of improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the ACC.

EXECUTED this the 6<sup>th</sup> day of June, 2014

By: 

Name: David A. Durrant, President, Canyon Rim HOA Board of Directors

By: 

Name: Joseph ~~E~~ Collins, Secretary, Canyon Rim HOA Board of Directors

**ACKNOWLEDGEMENT**

STATE OF TEXAS

COUNTY OF

Bexar

*Re: Amended & Restated Declaration  
of Covenants, Conditions and  
Restrictions for Haddley Mesa  
Subdivision for Canyon  
Rim Homeowners Assoc.*

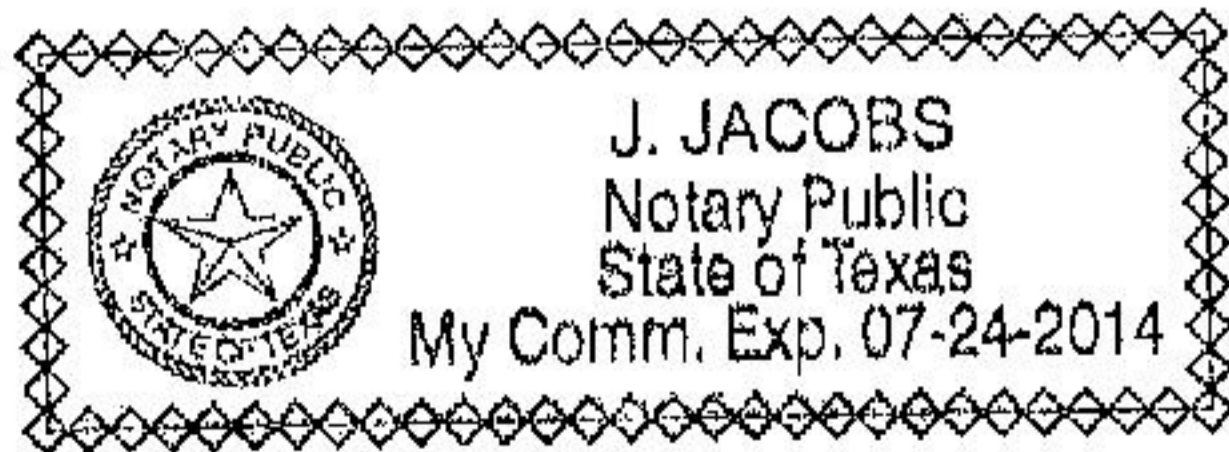
Before me, J. Jacobs, a Notary Public, on this  
day personally appeared David A. Durrant & Joseph Collins, known to me (or  
proved to me on the oath of ~~\_\_\_\_\_~~ ~~\_\_\_\_\_~~ ~~\_\_\_\_\_~~), or through

A Driver's License (description of identity card or other document), to be

the person whose name is subscribed to the foregoing instrument and acknowledged to  
me that he/she executed the same for the purposes and consideration therein  
expressed.

**L.S.**

Given under my hand and seal of office this 6<sup>th</sup> day of June,  
2014.



J. Jacobs  
Notary Public, State of Texas

*(pg. 20 of 20)*

Doc# 20140110613  
# Pages 21  
07/01/2014 2:11PM  
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BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$102.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
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on this date and time stamped thereon.  
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COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*