

SCANNED



LT1-81-20110139779-1

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**SONOMA MESA  
UNIT SIX**



LT2-15081-1091-23

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Sonoma Mesa, Unit Six (this "Declaration") is made on the date hereinafter set forth by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the "Declarant").

**WITNESSETH**

WHEREAS, Declarant is the owner of the real Property; and

WHEREAS, Sonoma Mesa which has been developed as a residential subdivision and Declarant desires to subject it to this Declaration so as to provide and adopt a uniform plan of development, including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of this land for the development, improvement, sale, use, and enjoyment of the Property as a residential subdivision for the benefit of this land and each owner of any part of this land.

All Restricted and Unrestricted Reserves presently subject to this Declaration or subsequently subjected to this Declaration are, however, specifically excepted from Article IX, Restrictions of Use.

It has been deemed desirable, for the efficient preservation of values and amenities in the Property, to create an Association to which shall be delegated and assigned the powers of administering and enforcing the provisions of this Declaration including levying, collecting, and disbursing the assessments.

To exercise these functions, an association was created under name of Sonoma Mesa Community Association, Inc., a non-profit corporation formed under the laws of the State of Texas. The directors of the Association have established By-Laws by which the Association has and shall be governed.

Declarant declares that the Property shall be developed, improved, sold, used, and enjoyed in accordance with and subject to the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions of this Declaration, all of which are adopted for and placed upon the Property; shall run with the Property and be binding on all parties who now or hereafter have or claim any right, title, or interest in the Property or any part of the Property, and on the heirs, executors, administrators, successors, and assigns of such parties, regardless of the source of or the manner in which any such right, title, or interest is or may be acquired; and shall inure to the benefit of each owner of any part of the Property.

**ARTICLE I  
DEFINITIONS**

Section 1. "Association" shall mean and refer to Sonoma Mesa Community Association, Inc., a non-profit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Builder" shall mean and refer to a department or division of Declarant or any other entity to which Declarant conveys Lots for the purpose of constructing homes or other permitted structures thereon.

Section 4. "Common Open Area" and "Common Open Areas" shall mean all real property owned by the Association for exclusive common use and enjoyment of the Owners, members of their families and guests.

Section 5. "Conveyance" shall mean and refer to conveyance of a fee simple title to the surface estate of a Lot from one Owner to another.

Section 6. "Lot" and "Lots" shall mean and refer to any plat of land shown upon any recorded subdivision map of the Property upon which there has been or may be constructed a single-family residence.

Section 7. "Declarant" shall mean and refer to Lennar Homes of Texas Land and Construction, Ltd.

Section 8. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and any Amendments hereto applicable to the Property recorded in the Office of the County Clerk, Bexar County, Texas, as the same may be amended from time to time therein provided.

Section 9. "Development Period" shall mean and refer to that period of time in which Declarant is the Owner of any Lot.

Section 10. "Member" shall mean and refer to those persons entitled to membership as provided in Article IV, Section 1, of this Declaration.

Section 11. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to the surface estate in any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12. "Property" shall mean and refer to all of Sonoma Mesa, Unit 6, a subdivision in Bexar County, Texas, according to the map or plat thereof recorded in Volume 9593, Pages 67-72 of the Deed and Plat Records of Bexar County (identified on such plat as Sonoma Verde, Unit 6), and any additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 13. "Transfer" shall mean and refer to the transfer of the surface estate of a Lot from one legal entity to any department or division thereof or to another legal entity whether or not the owner of record changes.

## **ARTICLE II RESERVATIONS, EXCEPTIONS, DEDICATIONS AND CONDEMNATION**

Section 1. Incorporation of Plat. The subdivision plat of Sonoma Mesa, Unit Six (identified therein as Sonoma Verde, Unit Six), dedicates for use as such, subject to the limitations set forth therein, certain streets and easements shown thereon, and such subdivision plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Property. All dedications, limitations, restrictions and reservations shown on the subdivision plat, to the extent they apply to the

Property, and/or are shown on any future plat(s) to a part of the Property,, are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each contract, deed and conveyance executed or to be executed by or on behalf of Declarant, conveying each Lot within the Property.

Section 2. Condemnation. If all of any part of the Common Open Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The expense of participation in such proceedings by the Association shall be borne by the Association and paid for out of assessments collected pursuant to Article V hereof. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings.

All damages or awards to the Association for such taking shall be deposited with the Association. If an action in eminent domain is brought to condemn a portion of the Common Open Areas, the Association, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto; or to convey such portion of the Property to the condemning authority in lieu of such condemnation proceeding.

### **ARTICLE III PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Lot and Owner who resides on the Property shall have a right to an easement of enjoyment in and to the Common Open Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to grant or dedicate easements in, on, under or above the Common Open Areas or any part thereof to any public or governmental agency or authority or to any utility company for any service to the Property of any part thereof;

(b) the right of the Association to prevent an Owner from planting, placing, fixing, installing or constructing any vegetation, hedge, tree, shrub, fence, wall, structure or improvement or store any personal property on the Common Open Areas or any part thereof without the prior written consent of the Association. The Association shall have the right to remove anything placed on the Common Open Areas in violation of the provisions of this subsection and to assess the cost of such removal against the Owner responsible. Such cost shall be an additional assessment as hereinafter provided for;

(c) the right of Declarant (and its sales agents and representatives) to the non-exclusive use of the Common Open Areas and the facilities thereof, for display and exhibit purposes in connection with the sale of Lots within the Property, which right Declarant hereby reserves; provided, however, that such use shall not continue for a period of more than fifteen (15) years after conveyance of the Common Open Areas within the Property to the Association, provided, further, that no such use by Declarant or its sales agents or representatives shall otherwise unreasonably restrict the Members in their use and enjoyment of the Common Open Areas;

(d) the right of the Association to limit the number of guests of Owners utilizing the recreational facilities and improvements owned by the Association and provided upon Common Open Areas;

(e) the right of the Association to establish uniform rules and regulations and to charge reasonable admission and other fees pertaining to the use of any recreational facilities owned by the Association; and

(f) the right of the Association to suspend the voting rights of an Owner and the Owner's right to use any recreational facility of the Association during the period the Owner is in default in excess of thirty (30) days in the payment of any maintenance charge assessment against a Lot and to suspend such rights for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. The aforesaid rights of the Association shall not be exclusive but shall be cumulative of and in addition to all other rights and remedies which the Association may have by virtue of this Declaration or its By-Laws or at law or in equity on account of any such default or infraction.

Section 2. Delegation of Use. Owners subject to an easement of enjoyment in and to the Common Open Areas may delegate their right to or enjoyment of the Common Open Areas to members of their families, tenants or contract purchasers who reside in Owner's residential dwelling structure.

Section 3. Waiver of Use. No Owner may be exempt from personal liability for assessments duly levied by the Association, nor release a Lot owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Open Areas thereon or by abandonment of Owner's Lot.

Section 4. Restricted Access. All entrance(s) and exit(s) to and from the private streets or permanent access easements in the Property to public street(s) may, at all times be restricted by use of one (1) or more electronic gate(s) or other means (the "Gates"). Owners will be given an access device or code to operate the Gate(s) upon such terms reasonably acceptable to the Association. An Owner may receive no more than one (1) device per occupant vehicle owned and will promptly return the device(s) to the Association upon the occupant no longer occupying any Lot(s).

Section 5. Easement for Entry. The Association shall have an easement, but not a duty, to enter into the Property, private streets and any Lot for emergency, security, safety, and for other purposes reasonably necessary for the proper maintenance and operation of the Property, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right, but not the duty, of the Association to enter into the improvements on a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 6. Ingress and Egress. Subject to entry gates, a perpetual easement for purposes of free and unimpeded ingress and egress (1) to and from Kyle Seale Parkway and each and all Lot(s) in this private residential area, and (2) to and from each Lot, and to each and every other Lot, in this private residential area, is hereby reserved for the benefit and use of the Declarant, the Association, the Owners, and the guests, tenants, invitees, employees, agents and/or contractors of each, over and across the private streets and permanent access easements described and established by the plat recorded in Volume 9593, Pages 67-72 of the Plat Records of Bexar County, Texas. This easement for ingress and egress shall also be for the benefit of and may be used by any and all police, fire, ambulance and other similar law enforcement and emergency personnel.

Section 7. Easement Regarding Association Fences. Declarant hereby reserves for itself and for the Association a non-exclusive right-of-way and easement for the purpose of constructing, maintaining, operating, repairing, removing and re-constructing a perimeter fence, columns and gates under, across and through a 5' strip of the Lots identified in Article VII, Section 1 as having "Association Fencing" located thereon, on which 5' strips the Association may construct such perimeter fencing, columns and gates. Prior to the construction of the Association Fencing, the Declarant and/or the Association shall have the right to go over and across the portions of the Lots that are adjacent to such 5' easement strips for the purpose of performing surveys and other such necessary pre-construction work. After the construction of the Association fencing, Declarant and/or the Association, from time to time, and

at any time, shall have a right of ingress and egress over, along, across and adjacent to said 5' easement strips for purposes of maintaining, operating, repairing, removing, re-constructing, and/or inspecting the Association Fencing. The Owners of the Lots shall have all other rights in and to such 5' easement strip located on each Owner's respective Lot; provided however, such Owner shall not damage, remove or alter the Association Fencing or any part thereof without first obtaining written approval from the Declarant and/or the Association with respect to any such action, such approval to be at the Declarant's and/or the Association sole discretion.

#### **ARTICLE IV MEMBERSHIP AND VOTING RIGHTS**

Section 1. Membership. Each person or entity who is a record Owner of any of the Property, which is subject to assessment by the Association, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land, which is subject to assessment, by the Association.

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

Class A. Class A members shall be all Owners with the exception of the Declarant (except as hereinafter provided) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of such Lot shall be exercised as the persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot owned.

Class B. The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the earlier of the following dates:

- (a) the date on which the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or
- (b) January 1, 2030.

#### **ARTICLE V COVENANT FOR ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges; and
- (b) additional assessments and fees as herein provided; and
- (c) special assessments, which are to be established and collected as hereinafter, provided.

The annual, additional, and special assessments, together with capitalization fees, interest, late fees, fines, penalties, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing and contractual vendor's lien upon the Lot against which each such assessment is made.

Each such assessment, together with capitalization fees, interest, late fees, fines, penalties, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purposes of Assessment. The assessments levied by the Association shall be used exclusively for the purposes of promoting the health, safety and welfare of the Members of the Association and for the improvement and maintenance of the Common Open Areas including the improvements and landscaping thereon, entry gates and private streets. It is anticipated that reserves will be established and funded for street maintenance and other capital items, if any.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$1,000 per Lot. The amount of such annual assessment may be revised from year to year, at the discretion of the Board, subject to any limitations herein.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year above the maximum assessment for the previous year without a vote of the membership by the percentage change by which the Consumer Price Index for the immediately preceding calendar year exceeds such Index for the calendar year prior thereto or by fifteen percent (15%), whichever is greater. As used herein, the "Consumer Price Index" shall mean the year-end Consumer Price Index for All-Urban consumers, published by the U.S. Department of Labor (or a generally accepted replacement should such Index no longer be published).

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment may be increased above the rates specified in this Section 3, Paragraph (a) by a vote of two-thirds (2/3) of total eligible votes of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Section 4. Special Assessments for Capital Improvements. Capitalization Fee. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost for necessary purposes of the Association, such as the construction, reconstruction, repair or replacement of a capital improvement in the Common Open Areas, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) of the total eligible votes of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose at which a quorum is present.

Each Owner of a Lot other than Declarant or a Builder (whether one or more Persons and regardless of whether such Owner holds the fee interest singly or jointly), at the time it purchases a Lot and home from the previous owner (i.e. at every sale beginning with the first Owner to purchase a Lot or home from a Builder), shall be obligated to pay a capitalization fee in the amount of \$500.00, which funds shall be used for capital improvements and/or contributed into reserve accounts of the Association and to keep the Association well capitalized, as the Board shall determine in its sole discretion. This amount may be changed prospectively by Board action, but not retroactively, if the Board determines it to be in the best interest of the Association

Section 5. Rate of Assessment. All Lots within the Property shall commence to bear their applicable assessments simultaneously, and improved Lots owned by the Declarant are not exempt from assessment. Lots which are owned by or transferred to a Builder or which are occupied by residents and improved Lots owned by Declarant shall each be subject to an annual assessment as determined by the Board of Directors pursuant to the terms of this Declaration. Unimproved Lots which are owned by

Declarant shall be assessed at the rate of one-fourth (1/4) of the annual assessment; however, said assessment shall be made only in the event and then only to the extent that assessments from Lots owned by other than Declarant are not sufficient to meet the operating budget of the Association. As used herein, the term "improved Lot" shall mean a Lot on which a residential dwelling has been constructed and is ready for occupancy.. A Lot assessment shall be assessed against a Builder, instead of Declarant when a Lot is made available for improvement by said Builder and there is written confirmation, reservation, or conveyance of said Lot by Declarant in favor of Builder. As used in this Section 5, the term "Declarant" shall be construed to mean only Lennar Homes of Texas Land and Construction, Ltd., and its successors and assigns, acting in their capacity as land developers; and a Lot owned, reserved, or held by a home building division of Declarant shall be subject to full assessment as provided herein.

Section 6. Creation of Parcel Assessment. There are hereby created Parcel Assessments for Common Expenses as may from time to time be authorized by the Board of Directors. Parcel Assessments shall be levied against Lots within particular parcels of the Properties for whose benefit expenses are incurred, such as maintaining and operating facilities and amenities within a Parcel reserved for use of the residents within that Parcel, expenses of enforcing all assessments, covenants, and conditions relating to a respective Parcel, and expenses determined by the Board to be for the benefit of a respective Parcel. Each Lot within a Parcel shall pay a Parcel Assessment computed in the same manner as such Lot pays a General Assessment. Parcel Assessments established in one Parcel do not need to be equal to Parcel Assessments established in another Parcel. Parcel Assessments are secured by a continuing vendor's lien and shall be collectable and enforceable in the same manner as all other assessments hereunder.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of a Lot to an Owner or a transfer of any Lot owned by Declarant to a Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall 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 each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or authorized agent of the Association setting forth whether or not the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. The annual assessments assessed against each Lot shall be due and payable, in advance, on the date of the sale or transfer of such Lot by Declarant for that portion of the calendar year remaining, and on the first (1st) day of each January thereafter. Any annual assessments (and Parcel Assessment, if applicable) which are not paid and received by the Association by the thirty-first (31st) day of each January thereafter shall be deemed to be delinquent, and, without notice, shall bear interest at the rate of ten percent (10%) per annum from the date originally due until paid. Further, the Board of Directors of the Association shall have the authority to impose a monthly late charge on any delinquent annual assessments or other delinquent assessment or fee levied hereunder. The monthly late charge, if imposed, shall be in addition to interest. To secure the payment of the annual assessments, additional assessments, special assessments levied hereunder and any other sums due hereunder (including, without limitation, capitalization fees, interest, late fees, fines, attorney's fees or delinquency charges), there is hereby created and fixed a separate and valid and subsisting continuing vendor's lien upon and against each Lot and all Improvements thereto for the benefit of the Association, and superior title to each Lot is hereby reserved in and to the Association. The continuing vendor's lien described in this Section and the superior title herein reserved shall be deemed subordinate to any mortgage for the purchase or improvement of any Lot and any renewal, extension, rearrangements or refinancing thereof. The collection of such annual assessments and other sums due hereunder may, in addition to any other applicable method at law or in equity, be enforced by suit for a money judgment and in the event of such suit, the expense incurred in collecting such delinquent amounts, including interests, costs and attorney's fees shall be chargeable to

and be a personal obligation of the defaulting Owner. Further, the voting rights of any Owner in default in the payment of the annual assessments, or other assessment or charge owing hereunder for which an Owner is liable, and/or any services provided by the Association, may be suspended by action of the Board for the period during which such default exists. Notice of the lien referred to in the preceding paragraph may, but shall not be required to, be given by the recordation in the office of the County Clerk of Bexar County, Texas of an affidavit, duly executed, and acknowledged by an officer or authorized agent of the Association, setting forth the amount owed at the time of the notice, the name of the Owner or Owners of the affected Lot, according to the books and records of the Association, and the legal description of such Lot. Each Owner, by acceptance of a deed to his Lot, hereby expressly recognizes the existence of such lien as being prior to his ownership of such Lot and hereby vests in the Association the right and power to bring all actions against such Owner or Owners personally for the collection of such unpaid annual assessments and other sums due hereunder as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including both judicial and non-judicial foreclosure pursuant to Chapters 51 and 209 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the deed to his Lot, each Owner expressly grants, bargains, sells and conveys to the President of the Association from time to time serving, as trustee (and to any substitute or successor trustee as hereinafter provided for) such Owner's Lot, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid annual assessments, and other sums due hereunder remaining unpaid hereunder by such Owner from time to time and grants to such trustee a power of sale. The trustee herein designated may be changed any time and from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and filed in the office of the County Clerk of Bexar County, Texas. In the event of the election by the Board to foreclose the lien herein provided for nonpayment of sums secured by such lien, then it shall be the duty of the trustee, or his successor, as hereinabove provided, to enforce the lien and to sell such Lot, and all rights appurtenant thereto, in accordance with the provisions of Chapters 51 and 209 of the Texas Property Code as same may hereafter be amended. At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

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

## **ARTICLE VI ARCHITECTURAL CONTROL**

Section 1. Architectural Approval. The overall plan for the development of Sonoma Mesa contemplates centralization of architectural control to enhance, insure and protect the attractiveness, beauty and desirability of the area as a whole while at the same time permitting compatible distinctiveness of individual developments within the area. For this purpose, Declarant hereby reserves and retains the right of architectural control to itself or its assignee as hereinafter provided. Declarant shall initially appoint an Architectural Review Committee, consisting of not less than three (3) members, who need not be members of the Association, and who by majority vote may designate a representative to act for them. Any vacancy shall be filled by a successor appointed by Declarant; until such successor(s) shall have been so appointed, the remaining member or members shall have full authority to approve or disapprove plans, specifications, and plot plans submitted to or designate a representative with like authority.

Declarant retains the exclusive right to review and approve or disapprove all plans and specifications for original construction of the Property.

It is accordingly covenanted and agreed that no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to or change or alternation to such structure or the color thereof (including, without limitation, site landscaping visible from any part of the Property and grading plans, patio covers and trellises, plans for off-street parking of vehicles and utility layout), be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been received by it, it will be deemed disapproved. All plans and specifications shall be submitted in writing over the signature of the Owner of the Lot or the Owner's authorized agent. The Architectural Review Committee shall have the right to require any Owner to remove or alter any structure which has not received approval or is built other than in accordance with the approved plans. The requirement of this Article is in addition to any approvals or permits required by any appropriate governmental entity.

Declarant hereby reserves and retains the right at its option to assign in whole or in part, its rights hereinabove set forth to an Architectural Review Committee appointed by the Association. In the event Declarant elects to assign such rights of approval, such assignment shall be evidenced by an instrument in writing and acknowledged by the proper officers of Declarant and placed of record in the appropriate records of the County Clerk of Bexar County, Texas.

Section 2. No Liability. Neither Declarant, the Association, its Board of Directors, nor the Architectural Review Committee or the members thereof shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any Owner of a Lot affected by these restrictions by reason of mistake in judgment, negligence, or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Architectural Review Committee for approval agrees, that no action or suit for damage will be brought against Declarant, the Association, its Board of Directors, the Architectural Review Committee, or any of the members thereof.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Property; they do not create any duty to any Person. Review and approval of any application pursuant to this Article may be made on the basis of aesthetic considerations only, and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for the material used, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size, of similar design, or aesthetically pleasing or otherwise acceptable to neighboring property owners, nor for ensuring that the improvements are fit for their intended purpose.

Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not Declarant has approved or featured such contractor as a builder; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Board, the ARC, and the members of each shall be defended and indemnified by the Association as provided in the By-Laws.

Section 3. Notice of Noncompliance. Notwithstanding anything to the contrary contained herein, after the expiration of one (1) year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, and completion of construction of the improvement in

accordance with the building permit, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all provisions of this Article VI unless actual notice of such noncompliance or noncompletion, executed by the Architectural Review Committee, or its designated representative, shall appear of record in the office of the County Clerk and Recorder of Bexar County, Texas, or unless legal proceedings shall have been instituted to enforce compliance or completion.

Section 4. Rules and Regulations. The Architectural Review Committee may from time to time recommend to the Board, and the Board may, in its sole discretion, adopt, promulgate, amend and repeal rules and regulations interpreting and implementing the provisions of this Article VI, including adoption of detailed architectural guidelines and the imposition of a fee or charge for review of proposed improvements or modifications.

Section 5. Variances. The Architectural Review Committee may recommend to the Board, and the Board may, by the vote or written consent of a majority of the members thereof, allow reasonable variances as to the covenants, conditions or restrictions contained in Article IX, Sections 15, 16, 17, 21, 22, 23, and 24 of this Declaration, on such terms and conditions as it shall require; provided, however, that all such variances shall be in keeping with the general plan for the improvement and development of the Property. Variances contained in plans that are inadvertently approved by the Architectural Control Committee as part of the proposed improvements shall not be considered as having been approved unless specifically approved by the Board in accordance with the provisions of this Section.

## **ARTICLE VII DUTIES AND MANAGEMENT OF THE ASSOCIATION**

Section 1. Duties and Powers. In addition to the duties and powers enumerated in its Certificate of Formation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, maintain and otherwise manage all Common Open Areas and all facilities, improvements and landscaping thereon, the Gates, private streets and all other property acquired by the Association.

(b) Pay any real and personal property taxes and other charges assessed against the Common Open Areas.

(c) Have the authority to obtain, for the benefit of all of the Common Open Areas, all water, gas and electric services and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the Common Open Areas to serve the Common Open Areas and the Property in general.

(e) Maintain such policy or policies of insurance as the Board of Directors of the Association may deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its Members.

(f) Have the authority to contract with a management company for the performance of maintenance and repair and for conducting other activities on behalf of the Association provided that such contract shall be limited to a duration of two (2) years, except with the approval of a majority of the Members entitled to vote. Any such management agreement shall provide that it will be terminable by the Association with or without cause upon thirty (30) days' written notice.

(g) Have the power to establish and maintain a working capital, contingency and reserve funds in an amount to be determined by the Board of Directors of the Association.

(h) Have a duty to landscape and maintain the landscaping upon the Common Open Areas and the duty to maintain the gates, columns, perimeter walls or fences located at entrances to the Property and other locations determined by the Association and identified in this subsection as "Association Fencing", as well as, Common Open Areas, greenbelt buffers and parks. The term Association Fencing shall mean the fencing, gates and columns located on Lot12, Block 19 and Los 170-173, Block 18 and which the Association shall maintain.

## **ARTICLE VIII UTILITY BILLS, TAXES, INSURANCE AND MAINTENANCE**

### Section 1. Obligations of Owners.

(a) Each Owner shall have separate electric, gas and water meters and shall directly pay for all electricity, gas, water, sanitary sewer service, telephone service, security systems, cable television and other utilities used or consumed by Owner. In addition, Lots 90 and 91 of block 18 shall have septic systems and it will be the obligation of the Owners of such Lots to maintain, repair and replace such systems as needed; the Association will not have any responsibility with respect to such septic systems.

(b) Each Owner may directly render for taxation Owner's Lot and improvements thereon, and shall at Owner's own cost and expense directly pay all taxes levied or assessed against or upon Owner's Lot.

(c) Each Owner is obligated to obtain, at its sole cost and expense, property and general liability covering its Lot and the improvements located thereon.

(d) Each Owner shall be obligated to maintain its Lots and all improvements and landscaping located thereon, including but not limited to fencing (unless otherwise identified herein as Association Fencing).

### Section 2. Obligation of the Association.

(a) The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Open Areas or any part thereof. In additions the Association shall maintain the Gates, private streets and Association Fencing referred to in Article III, Section 7 and Article VII, Section 1 hereof.

(b) The Association may render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Open Areas and the improvements and the property appertaining thereto.

(c) The Association shall have authority to obtain and continue in effect, as a common expense of all Owners, a blanket property insurance policy or policies to insure the structures and facilities in the Common Open Areas and the contents thereof and the Association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, in such amounts as the Association deems proper, and said insurance may include coverage against vandalism and such other coverage as the Association may deem desirable. The Association shall also have the authority to obtain comprehensive general liability insurance in such amounts as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees and each Owner (if coverage for Owners is reasonably available) from and against liability in connection with the Common Open Areas.

(d) All costs, charges and premiums for all utility bills, taxes and any insurance to be paid by the Association as hereinabove provided shall be paid as a common expense of all Owners and shall be paid out of the assessments.

(e) The Property contains one or more private streets or permanent access easements as shown on any of the plats of the Property that have not been dedicated to or accepted by any city, nor county nor any other government agency as public rights-of-way. Neither the City of San Antonio nor the County of Bexar nor any other government agency has or shall have any obligation to maintain or improve any private street or permanent access easement within the Property. The maintenance and improvement of the private streets or permanent access easements are the sole responsibility of the Association

(f) There are hereby reserved to the Association easements over the Property as necessary to enable the Association to fulfill the Association's maintenance responsibilities described in this Declaration. Except as otherwise provided herein, all costs associated with maintenance, repair and replacement of the Common Property, Gates and private streets and permanent access easements and Association Fencing shall be a common expense to be allocated among the Lots as part of the annual assessments.

## **ARTICLE IX RESTRICTIONS OF USE**

Section 1. Single Family Residential Construction. Subject to Sections 2 and 11 of this Article, each Lot shall be used only for single-family residence purposes. No building shall be erected, altered or permitted to remain on any Lot other than one single-family detached residential dwelling not to exceed two (2) stories in height, and a private garage for not more than three (3) cars, which structure shall not exceed the main dwelling in height or number of stories. No such residence shall be constructed on less than the equivalent of one full Lot as defined in this Declaration or that may appear on any recorded plat or re-plat approved by Declarant or its assignee.

Section 2. Prohibition of Offensive or Commercial Use. No activity which may be or become an annoyance or nuisance to the neighborhood or which shall in any way unreasonably interfere with the quiet enjoyment of each Owner of such Owner's Lot or which shall degrade property values or distract from the aesthetic beauty of the Property shall be conducted thereon. No repair work, dismantling, or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such nonresidential purposes. Notwithstanding the above, Declarant, its successors or assigns, or Builders may use the Property for model homes display and sales offices during the Development Period, during construction or until all new homes on the Property have been sold.

Section 3. Minimum Square Footage. The living area of the main residential structure for Lots, exclusive of porches, basements and garage, shall not be less than 2500 square feet. Declarant shall have the right to modify these minimum square footage requirements for any additional land annexed into the Association and made subject to this Declaration.

Section 4. Building Materials. The predominant exterior materials of the main residential structure, garage, ancillary buildings or other structures, whether attached or detached, shall be masonry, stucco, or stone. No single-family construction, private garage or any other structure located on the Property shall be permitted to have a heating or cooling device located in a window or any other opening which can be viewed from any portion of the Property. Heating and cooling devices may be used in windows or other openings of any structure used by Declarant or a Builder during the completion and sale of all construction of this subdivision.

Section 5. Location of Improvements Upon the Lots. No building shall be located on any Lot nearer to the front line nor nearer to the side street line than the minimum building setback lines

shown on the recorded plats. No building or other improvements on a Lot shall be located nearer than five feet (5') to an interior lot line.

Section 6. Deviations. Declarant at its sole discretion, is hereby permitted to approve deviations in these restrictions on building area, location of improvements on the Lots and building materials in instances where in its judgment, such deviation will not adversely affect the development of the Property as a whole. Such approvals must be granted in writing and when given will automatically amend these restrictions for that Lot only.

Section 7. Composite Building Sites. Any Owner of one or more adjoining Lots (or portions thereof) may consolidate such Lots or portions into one (1) building site, with the privilege of placing or constructing improvements on such resulting site, in which event setback lines shall be measured from the resulting side property lines rather than from the lot lines as indicated on the recorded plat. Any such composite building site must have a frontage at the building setback line of not less than the minimum frontage of lots in the same block on the recorded plat of Sonoma Mesa, Unit Six. Any revision of lot sizes is subject to all applicable regulations and laws for the State of Texas, the County of Bexar, City of San Antonio.

Section 8. Utility Easement. Declarant reserves for itself and its successors and assigns, a three foot wide unobstructed easement adjacent to and parallel to each of the side lot lines and the rear lot lines of the lot or lots conveyed herein, with the exception of those side lot lines which are coincident with a street right of way, but together with the right of ingress and egress to each easement, for the purpose of constructing, installing, maintaining, repairing, and removing facilities and equipment for utility and drainage purposes only. The easements shall remain unobstructed by any building, slab, tree, shrubbery, or other structure. Notwithstanding the foregoing, a driveway, sidewalk, landscaping and/or yard fence may be constructed within or across the easement areas; provided, however, any driveway, sidewalk, landscaping and/or yard fence shall in no manner impede the purpose of the easement. Neither Declarant 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 contractors to shrubbery, trees, flowers or improvements located on the land covered by such easements.

Section 9. Electrical Distribution Service. An electric distribution system will be installed in the Property, in a service area that will embrace all of the lots which are platted in the Property. . The Owner of each lot containing a single dwelling unit, , shall, at its own cost, furnish, install, own and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the 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.

Declarant has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each lot containing a single dwelling unit, shall at its 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 each dwelling unit involved. For so long as this service is maintained in the Property, the electric service to each dwelling unit 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 the Lot Owner makes prior arrangements with the utility company furnishing any utility service occupying the easement and provides and installs the necessary conduit of approved type and size under such driveway or walkways 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 Declarant 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, flowers or other improvements (other than crossing driveways or walkways providing conduit has been installed as outlined above) of the Lot Owner located on the land covered by such easements.

Section 10. Audio and Video Communication Service. Declarant reserves the right to hereafter enter into a franchise or similar type agreement with one or more cable television companies and Declarant shall have the right and power in such agreement or agreements to grant to such cable television company or companies the uninterrupted right to install and maintain communications cable and related ancillary equipment and appurtenances within the utility easements and rights-of ways dedicated by the Subdivision Plat or by separate instruments pertaining to the Property. In the event that audio and video communication services and facilities are made available to any Lot by means of an underground cable system, there is hereby reserved to the company furnishing such services and facilities a two foot (2') wide easement along and centered on the underground wire or cable when and as installed by the company furnishing the service from the utility easement nearest to the point of connection on the permanent improvement of structure constructed, or to be constructed, upon the Lot and in a direct line from the nearest utility easement to the point of connection.

Section 11. Temporary Structures. No structures of temporary character, nor any recreational vehicle, mobile home, trailer, basement, tent, shack, garage, barn, playhouse or other outbuilding shall be constructed, erected, altered, placed or permitted to remain on any Lot at any time as a residence. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and permit builders to erect, place and maintain, such facilities in and upon the Property as in its sole discretion may be necessary or convenient during the period of and in connection with the sale of Lots, construction and sale of homes and construction of other improvements on the Property.

Section 12. Outbuildings. Outbuildings, whether temporary or permanent, used for accessory, storage or other purposes shall be limited to eight feet in height and one hundred (100) square feet in area and must be approved by the ARC in accordance with Article VI, Section 1 of this Declaration. The standard, type, quality and color of materials used in the construction of gazebos, storage structures, shade and other structures shall be harmonious with those of the main residence. Metal siding or roofing shall not be permitted. Outbuildings may not be placed nearer than ten (10) feet to the rear property line, and shall meet the side lot setback criteria set forth in Article IX, Section 5 of this Declaration.

Section 13. Play Structures. Freestanding play structures such as playhouses, play forts and swing sets shall be permitted in back yards, subject to the area and setback limitations of Section 13 and a maximum height of ten feet (10'). All play structures are subject to approval by the ARC. Tents or awnings on play structures are subject to the same height restrictions. Multi-color awnings shall not be permitted. Notwithstanding the height limitations, permanently installed basketball goals may be regulation height.

Portable basketball goals may be placed in, or adjacent to, Owner's driveways for a period not to exceed twenty-four (24) consecutive hours. Portable basketball goals must be stored out of view from any street in the subdivision when not in use. Portable basketball goals may not be utilized within any common area or public right of way (including greenbelts, sidewalks, streets or cul-de-sacs).

Section 14. Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other common household pets (not to exceed two of each category) provided they are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious to residents in the vicinity. Animals are not permitted to roam the Property and must be controlled on a leash if they are not on a Lot. The Board of Directors shall have the right to limit the number of, and/or prohibit entirely, breeds of dogs that exhibit aggressive tendencies.

Section 15. Walls, Fences and Hedges.

(a) All walls, fences, planters and hedges shall be controlled strictly for compliance with this Declaration and architectural standards established by the Declarant or the Architectural Review Committee.

(b) No wall, fence, planter or hedge in excess of two feet (2') in height shall be erected or maintained on a side lot line forward of point located three feet (3') back from the front exterior corners of the main residential structure located on a Lot. For the purpose of this provision the front wall of the main residential structure excludes bay or box windows, chimney structures or any other similar appendage.

(c) No wall, fence, or hedge in excess of six feet (6') in height shall be erected and maintained on a side lot line from a point located three feet back from the front exterior corner of the main residential structure, backward to the rear property line on a Lot.

(d) On corner lots, side yard fences must be set back from the side property line one-half (1/2) of the side building line setback shown on the plat.

(e) Perimeter fencing on all Lots shall be maintained to a fence standard equivalent to original construction and all fencing must be consistent with this Declaration and architectural standards established by Declarant or the ARC.

(f) Fences of wire or chain link construction are prohibited, and the design and materials of all fences shall be approved by the Architectural Review Committee prior to construction pursuant to the approval requirements of Article VI, Section 1, of this Declaration.

Section 16. Antennas. Satellite dish antennas which are forty inches (40") or smaller in diameter and antennas designed to receive television broadcast signals may be installed, provided that they are installed in conformance with the Architectural Guidelines adopted by the Board and the size and location have been approved by the ARC prior to installation. Satellite dish antennas which are greater than forty inches in diameter and other antennas are prohibited.

Section 17. Visual Screening. All clothesline, equipment, garbage cans, service yards, woodpiles, refuse containers, or storage piles and household projects such as equipment repair and construction projects shall be screened by adequate planting or fencing so as to conceal them from view of neighboring lots, streets, parks and public areas. All rubbish, trash, and garbage shall be kept in sanitary refuse containers with tightly fitting lids and shall be regularly removed from the lots and not allowed to accumulate thereon.

All stack vents and attic ventilators shall be located on the rear roof slopes perpendicular to the ground plane. They shall be placed in a location least visible from public areas and adjoining property.

Section 18. Visual Obstructions at the Intersections of Public Streets. No object or thing which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-

five feet (25') from the junction of the street curb lines (or extensions thereof) shall be placed, planted or permitted to remain on any corner lots.

Section 19. Lot and Parcel Maintenance. All Lots shall be kept at all times in a sanitary, healthful and attractive condition, and the Owner or occupant of all Lots shall eradicate all weeds and keep all grass thereon cut, neatly maintained, and regularly fertilized. Owner, at all times, shall be responsible for prompt removal and replacement of dead or dying trees, bushes and bedding plants. In no event shall Owner use, or allow any Lot be used, for storage of material and equipment except for normal residential purposes or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Improvements on a Lot shall at all times be kept in good repair and in neat, attractive condition.

Section 20. Storage of Automobiles, Boats, Trailers, Other Vehicles and Equipment. Except as otherwise specifically provided in this Declaration, no Owner, lessee, tenant or occupant of a Lot, including all persons who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any vehicle on any Lot which is visible from any street in the Property or any neighboring Lot other than a passenger vehicle or light truck and then only if parked on the driveway for a period not exceeding forty-eight (48) consecutive hours. For purposes of these Restrictions, the term "passenger vehicle" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Texas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Texas, and the term "light truck" is limited to a one (1) ton capacity pickup truck, sports utility vehicle, or van which has not been adapted or modified for commercial use. Such commercial modifications may include, but is not limited to, business signage on the vehicle. No passenger vehicle or light truck owned or used by the residents of a Lot shall be permitted to be parked overnight on any street in the Property. No guest of an Owner, lessee or other occupant of a Lot shall be entitled to park on any street in the Property overnight or on the driveway of a Lot for a period longer than forty-eight (48) consecutive hours, unless temporary permission has been obtained in advance from the Board. Motorcycles, bicycles, ATV's or other such vehicles, together with lawn mowers, lawn tractors and similar equipment, must stored out of view from any street in the subdivision when not in use.

Section 21. Signs, Advertisements and Billboards. No sign, advertisement, billboard or advertising structure of any kind shall be displayed to the public view on any portion of a Lot or Common Open Areas except for one sign for each Lot of not more than twenty-eight (28) inches by thirty-eight (38) inches solely advertising the Lot for sale or rent, and except signs used by Declarant or a Builder to advertise the Lot during the construction and sales period. The Declarant and the Association shall have the right to remove any signs, advertisements or billboard or structure which is placed on said Lot or Common Open Areas, in violation of this section and in so doing shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. The Architectural Guidelines approved by the Board may permit school spirit or security signs subject to the conditions relating to size and period of display as contained in the guidelines and subject to obtaining the Architectural Committee's prior written approval.

Section 22. Removal of Soil and Trees. The digging of soil or the removal of soil from any Lot is expressly prohibited except as necessary in conjunction with the landscaping of or construction on said Lot. No trees shall be cut except to provide room for construction of improvements or to remove dead or unsightly trees and then only following the obtaining of written approval for such cutting by Declarant or the Association, given in their sole discretion.

Section 23. Roofing Material. Roofing materials may include composition shingles having a minimum warranty period of 30 years. Composition shingle roofs shall be comparable in color to weathered wood shingles and comparable in surface textural appearance to wood shingles. Colors for slate, clay or concrete tile roofs shall be approved individually by the Declarant or its assignee. Any other type or classification roofing material shall be permitted only at the sole discretion of the Declarant or its assigns upon written request.

Section 24. Landscaping.

(a) The landscaping plan for each Lot shall be submitted to the Architectural Review committee for approval pursuant to the provisions of Article VI.

(b) All front, back and side yards of each Lot shall, unless otherwise approved by the Architectural Review Committee, be sodded with grass.

(c) All landscaping for a Lot shall be completed in accordance with the landscaping plan approved by the Architectural Review Committee no later than thirty (30) days following the issuance of a certificate of occupancy for the residential dwelling situated thereon.

(d) No hedge or shrubbery planting which obstructs sight lines of streets and roadways shall be placed or permitted to remain on any Lot where such hedge or shrubbery interferes with traffic sight lines for roadways within the subdivision. The determination of whether any such obstruction exists shall be made by the Architectural Review Committee, whose determination shall be final, conclusive and binding on all Owners.

(e) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No bird baths, foundations, reflectors, flag poles, statues, lawn sculptures, artificial plants, rock gardens, rock walls, free-standing bird houses or other fixtures and accessories shall be placed or installed within the front or side yards of any Lot.

(f) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or in the rear (back) yard of any Lot if visible from any street.

(g) The Architectural Review Committee may from time to time promulgate rules and regulations adopting an approved list of plant life which may be utilized on any Lot, which rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lot.

(h) No Owner shall allow the grass on its Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(i) Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall be removed from each Lot or residential dwelling within a reasonable period of time after such holiday passes. The Architectural Review Committee shall have the sole discretion to determine what is a reasonable period of time for seasonal or holiday decorations to exist after the holiday passes and its determination shall be final.

(j) Each Owner shall be responsible for maintaining and replacing, if needed, the front yard and street trees as follows:

1. Yard Trees. The specific number of front yard trees required for each Lot depends on lot width. The following standards should be adhered to for the Lot width specified:

Standard Lots:  
65' lots require 2 yard trees

Yard trees must be a minimum of three inches (3') in caliper for hardwoods at twelve inches (12") above grade. Additionally, trees must have a minimum height of ten feet (10') and a minimum spread of five feet (5'). However larger trees are encouraged.

2. Street Trees.

The following specifications apply:

- Type: container-grown Live Oaks
- Size: minimum 4" caliper @ 12" above grade (minimum 100-gallon)
- Height: minimum height of twelve (12) feet
- Spread: minimum spread of six (6) feet
- Location: two (2) feet outside of the property line in the right-of-way.
- Spacing: maximum of +/- 20 to 40 feet on center (depending on Lot width and driveway configurations), ***evenly spaced across lot frontage but not located between driveway and side property line; spaced on side street per below***
- Installation: staked with two metal posts

**QUANTITY OF STREET TREES REQUIRED**

Standard Lot Program Measured at Building Line	# of Street Trees Required (Front Yard)	# of Street Trees (If Narrow Curb Frontage)	# of Street Trees Required (Corner Lot)	Side Street Tree Spacing from Property Corners
65' width	2 trees	< 60' at curb and 25' building line 1 tree	+ 3 on street side of corner Lot	20'-40'-40'-20'

3. Additional Landscaping.

In addition to the tree requirements above, each Lot shall also have:

- (a) At least ten (10) foundation shrubs in front yard, minimum size one (1) gallons.
- (b) At least fifteen (15) foundation shrubs in front yard, minimum size five (5) gallons.
- (c) At least two (2) vertical foundation accent shrubs in front yard, minimum size ten (10) gallons.
- (d) Front yard shrubs shall be located in the back third of the front yard, closest to the home. Additional landscaping in other areas of the front yard is permissible.
- (e) A continuous ligustrum hedge is required on corner lots along the entire length of the side fence. The hedge shall be a minimum of five (5) gallon ligustrum, thirty (30) inches on center.

4. Future Modification of Landscape Requirements.

(a) Declarant shall have the right to modify the Landscape requirements for any additional land or lots annexed into the Association and made subject to this Declaration.

(b) Declarant shall establish landscape requirements for uses other than single family residential, if any, on a case by case basis.

The Owner of each Lot shall plant and maintain grass between the boundary of their Lot and the paved right of way adjacent to their Lot.

Section 25. Swimming Pools and Other Water Amenities. No swimming pool, outdoor hot tub, reflecting pond, sauna, whirlpool, lap pool and other water amenity shall be constructed, installed and

maintained on a Lot without the prior written approval of Architectural Review Committee. The Architectural Review Committee shall have the right to adopt Guidelines governing the construction of swimming pools, outdoor water features and other amenities on Lots within the Subdivision. Permanent, above-ground swimming pools are not permitted. The construction of swimming pools shall conform to the building line and setback requirements subject to City of San Antonio or other authorized agency.

Section 26. Enforcement. In the event of default on the part of the Owner or occupant of any Lot in observing any or all of the requirements herein set forth, and such default continuing after ten (10) days' written notice thereof, the Declarant or the Association may, without liability to the Owner or occupant, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or the occupation of the Lot to pay such statement immediately upon receipt thereof. Such charge shall become and additional assessment in accordance with Article V, Section 1(b) of these restrictions.

## **ARTICLE X SECURITY**

The Association, its directors, officers, manager, employees, agents and attorneys and Declarant, its partners, officers, employees, agents and attorneys ("Association and Related Parties") shall not in any way be considered an insurer or guarantor of security within the Property. 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. Owners, lessee and occupants of all Lots, on behalf of themselves, and their guests and invitees, acknowledge that the Association and Related Parties do not represent or warrant that any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices, or other security systems (if any are present) will prevent loss by fire, smoke, burglary, theft, hold-up or otherwise, nor that fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems will in all cases provide the detection or protection for which the system is designed or intended. Owners, lessees, and occupants of Lots on behalf of themselves, and their guests and invitees, acknowledge and understand that the Association and Related Parties are not an insurer and that each Owner, lessee and occupant of any Lot and on behalf of themselves and their guests and invitees assumes all risks for loss or damage to persons, to residential dwellings and to the contents of their residential dwelling and further acknowledges that the Association and Related Parties have made no representations or warranties nor has any Owner or lessee on behalf of themselves and their guests or invitees relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection, burglar alarm systems, access control systems, patrol services, surveillance equipment, monitoring devices or other security systems recommended or installed or any security measures undertaken within the Property.

## **ARTICLE XI GENERAL PROVISIONS**

Section 1. Enforcement. These Restrictions shall run with the Property and shall be binding upon and inure to the benefit of and be enforceable by Declarant, the Association, each Owner and occupant of a Lot, or any portion thereof, and their respective heirs, legal representatives, successors and assigns. If notice and an opportunity to be heard are given, the Association shall be entitled to impose reasonable fines for violations of the restrictions or any rules and regulations adopted by the Association or the Architectural Review Committee pursuant to any authority conferred by either of them by these restrictions and to collect reimbursement of actual attorney's fees and other reasonable costs incurred by it relating to violations of the restrictions. Such fines, fees and costs may be added to the Owner's assessment account and collected in the manner provided in Article V of this Declaration.

In the event any one or more persons, firms, corporations or other entities shall violate or attempt to violate any of the provisions of the restrictions, the Declarant, the Association, each Owner or occupant of a Lot, 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. Upon the violation of any of the provisions of these restrictions by any Owner, in addition to all other rights and remedies available to it at law, in equity or otherwise, the Association, acting through the Board, shall have the right to suspend the right of such Owner to vote in any regular or special meeting of the members during the period of the violation.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 3. Duration; Amendment. The provisions of this Declaration shall run with and bind the Property for a term of twenty-five (25) years from this date, after which time they shall be automatically extended for successive periods of ten (10) years.

This Declaration may be amended during the first twenty-five year period by an instrument signed by a sufficient number of Owners representing not less than two-thirds (2/3) of the total eligible votes in the Association, and thereafter by an instrument signed by a sufficient number of Owners representing not less than fifty (50%) percent of the total eligible votes. In addition, any amendment hereto (i) to change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, or (ii) to change, waive, or abandon any scheme of regulations, or enforcement thereof, pertaining to the maintenance of Common Open Areas, or (iii) to use hazard insurance proceeds for losses to the improvements in Common Open Areas, if any, for other than the repair, replacement or reconstruction of such improvements shall require the additional approval of two-thirds (2/3) majority of the First Mortgagees (based upon one vote for each mortgage owned).

- (a) Any amendment hereto affecting any of the following shall require the additional approval of fifty-one percent (51%) of the First Mortgagees (based upon one vote for each mortgage owned):
  - (a) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey a Lot ; and
  - (b) any provisions which are for the express benefit of First Mortgagees, or eligible insurers or guarantors of first mortgages on Lots .

All amendments shall be recorded in the Official Public Records of Real Property of Bexar County, Texas.

Deeds of conveyance of Lots or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made, each and all of such restrictive covenants shall be valid and binding upon the respective grantees.

(b) Additionally, the Declarant reserves the right during the Development Period, without joinder or consent of any Owner or mortgagee, to unilaterally amend this Declaration or the By-Laws by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veteran's Administration, or Federal Housing Administration, or for any other reason the Declarant deems to be in the best interests of the Property, provided that no such amendment shall materially impair the vested property rights of any Owner, except as otherwise provided herein.

Section 4. Books and Records. The books and records of the Association shall, during reasonable business hours, be subject to reasonable inspection by any Member for any proper purpose. The Board of Directors may, by resolution, establish rules and regulations governing the frequency of inspection and other matters to the end that inspection of the books and records by any Member will not become burdensome to nor constitute harassment of the Association. The Declaration, the Articles of Incorporation and By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lender's Clause. Any violation of these covenants, conditions or restrictions shall not affect any lien or deed of trust of record held in good faith, upon any Lot, which liens may be enforced in due course, subject to the terms of this Declaration.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided by its Articles of Incorporation, its properties, assets, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, assets, rights and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer the covenants, conditions and restrictions contained in this Declaration, under one administration. No such merger or consolidation shall cause any revocation, change or addition to this Declaration.

Section 8. Annexation. Withdrawal.

(a) Additional land or lands may be annexed to the Property with the consent of two-thirds (2/3) of the total eligible votes of Members, and the approval of the owner(s) of the land to be annexed.

(b) Notwithstanding anything contained in Subparagraph (a) above, or any other provision herein, Declarant shall have the right, without the consent of any other Owners or any First Mortgagee, to bring within the scheme of the Declaration, in one (1) or more future stages, sections or additions, any additional land, within fifteen (15) years of the date of recording of this instrument. Further, any land annexed to the Property and subject to this Declaration may be acquired (by gift, purchase, or otherwise) and/or designated as Common Open Areas by the Association without the consent of any Owners or any First Mortgagee. Nothing in this Declaration shall be construed to represent that Declarant, or its successors or assigns, are under any obligation to add or annex additional lands to those subject to this Declaration.

(c) Any such additions shall be developed in a manner similar to the development of the Property in accordance with a general plan of development under which the architectural standards prevailing within the Property will be continued in such annexed lands, the dwellings structures to be constructed on Lots within such annexed lands will be similar to the residential dwelling constructed on the Property, and the Lots within the annexed lands will become subject to assessment in the same manner as then prevailing for the Property. All the provisions of this Declaration shall apply to the lands being annexed with the same force and effect as if said lands were originally included in the Property subject to this Declaration.

(d) The additions authorized under this Section shall be made by filing of record: (a) Supplementary Declaration(s) of Covenants, Conditions and Restrictions with respect to the additional lands which shall (i) extend the scheme of the covenants and restrictions of this Declaration to such lands and (ii) provide, if applicable, that the proportionate ownership interests in the Common Open Areas of the Owners by virtue of Association membership immediately prior to the filing of such Supplementary Declaration shall be equal to the number of Lots owned by such Owner divided by the total number of

Lots within the lands then subject to this Declaration after such annexation; and (b) at such time as Declarant determines, a deed from Declarant to the Association which shall convey to the Association all of the area within such additions (except for the Lots therein) as Common Open Areas for the benefit and use of the Owners, with reservation of Declarant's rights set forth herein.

(e) Declarant also reserves the unilateral right to amend this Declaration, so long as it has the right to annex additional property in this Article XI, Section 8, for the purpose of removing unimproved portions of the Property from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the portion of the Property to be withdrawn is owned by the Association, then the Association shall consent to such withdrawal by majority vote of the Board. For purposes of this Section 8, the term "unimproved" shall mean no above ground, vertical improvements located on such property.

Section 9. Waiver of Environmental Conditions. The term "Declarant" as used in this Section 9 shall have the meaning set forth in Article Section 8 hereof and shall further include, without limitation, the Declarant, its general partner(s), partners, directors, managers, officers, employees, agents, contractors, sub-contractors, design consultants, architects, advisors, brokers, sales personnel and marketing agents and building divisions. The term "Association" as used in this Section 9 shall have the meaning set forth in Article I Section 1 hereof and shall further include, without limitation, the Association, its Board of Directors, managers, employees, and agents. The Declarant and the Association shall not in any way be considered an insurer or guarantor of environmental conditions or indoor air quality within the any improvements located on any Lot. Neither shall the Declarant nor the Association shall be held liable for any loss or damage by reason of or failure to provide adequate indoor air quality or any adverse environmental conditions. The Declarant and the Association do not represent or warrant that any construction materials, air filters, mechanical, heating, ventilating or air conditioning systems and chemicals necessary for the cleaning or pest control of the improvements located on a Lot will prevent the existence or spread of biological organisms, cooking odors, animal dander, dust mites, fungi, pollen, tobacco smoke, dust or the transmission of interior or exterior noise levels. The Declarant and the Association are not an insurer and each Owner and occupant of any improvements on a Lot and each tenant, guest and invitee of any Owner assumes all risks for indoor air quality and environmental conditions and acknowledges that the Declarant and the Association have made no representations or warranties nor has the Declarant and the Association, any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to the air quality within any improvements located on a Lot.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14th day of July, 2011.

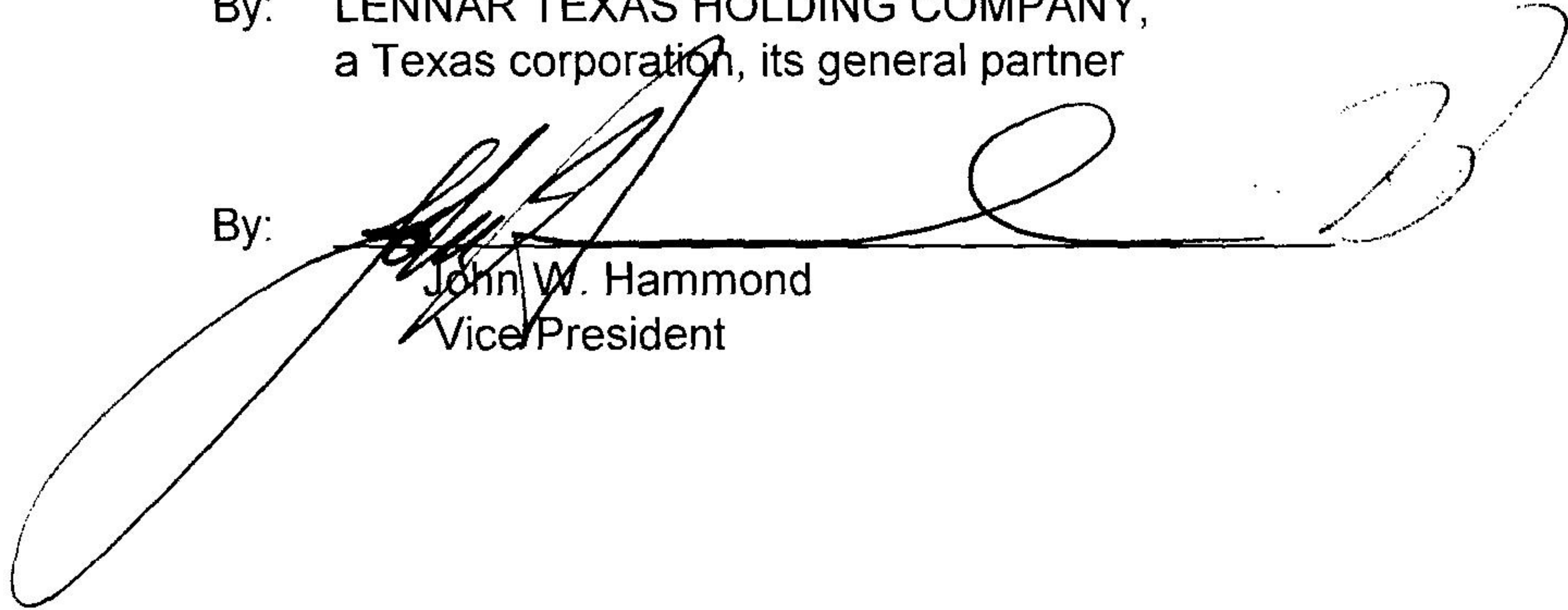
**Declarant**

By:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

By: LENNAR TEXAS HOLDING COMPANY, a Texas corporation, its general partner


By:

  
John W. Hammond  
Vice President

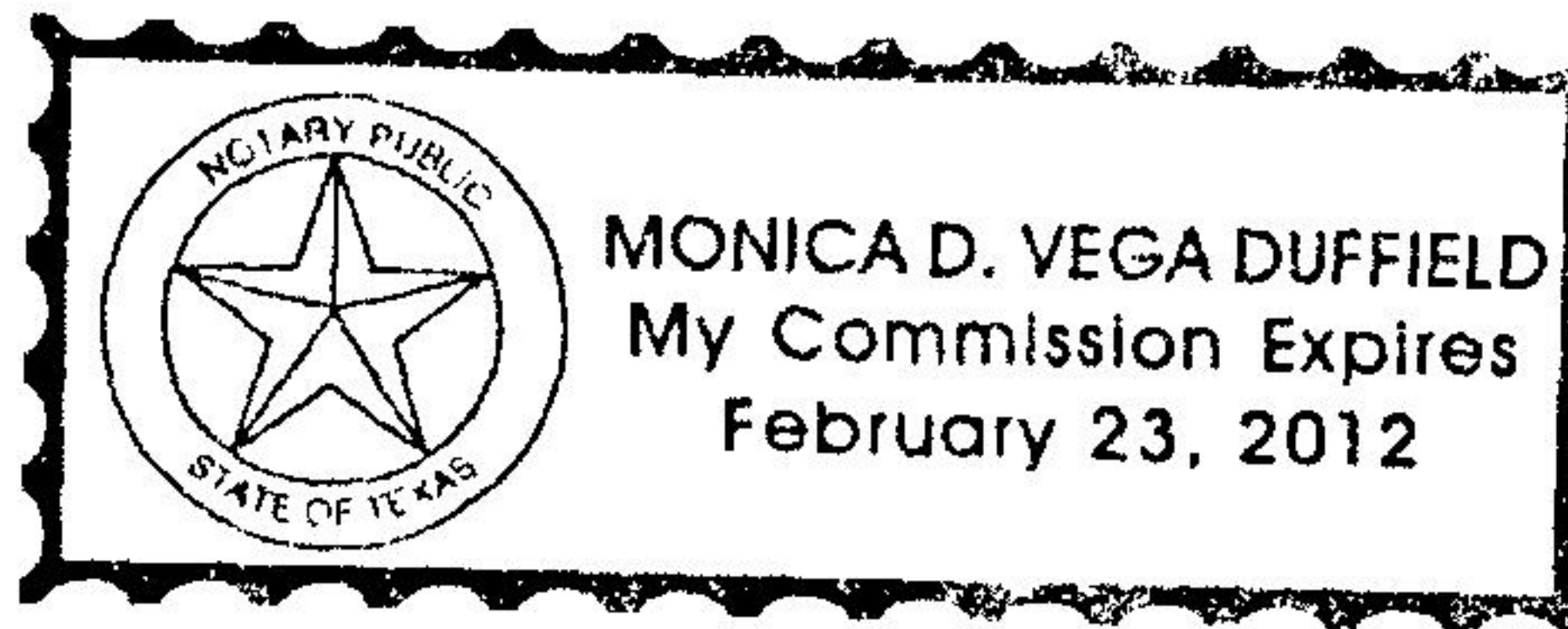
STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§

This instrument is acknowledged before me on July 14, 2011 by John W. Hammond, Vice President of Lennar Texas Holding Company, which is the general partner of LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership on behalf of said limited partnership

  
Notary Public, State of Texas

**After Recording please return to:**  
Lennar Homes of Texas Land and Construction, Ltd.  
1015 Central Parkway North, #100  
San Antonio, Texas 78232  
Attn: Renese Collier



Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

**AUG 08 2011**



  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110139779 Fees: \$104.00  
08/08/2011 12:32PM # Pages 23  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK