

JUL-2 -76 9 8 5 3

DECLARATION

671190 OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WINDCREST DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of San Antonio, County of Bexar, State of Texas, known and described as Royal Ridge Unit VI, a subdivision of 13.848 acres out of the J.F.A. Scott Survey No. 323, Abstract 676, County Block 5074, including all parts thereof platted for dedication to public use or for use as easements for specific purposes, said plat being of record in Volume 7600, page 34, Deed and Plat Records of Bexar County, Texas.

NOW THEREFORE, Declarant hereby declares that all of the property described above shall be held, used, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and Declarant.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to ROYAL RIDGE PATIO HOMES ASSOCIATION, INC., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

VOL 7855 PAGE 305

Section 5. "Declarant" shall mean and refer to WINDCREST DEVELOPMENT CORPORATION, and its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 6. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 7. "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other than the Declarant or has been occupied.

Section 8. "Class B Lots" shall mean and refer to any lot upon which a residence or single family unit has not been completed or has not been conveyed to an owner other than the Declarant or, prior to such conveyance, has not been occupied.

The definitions herein shall apply not only to the language of this instrument but shall also control the meaning of such words as also appear on said plat.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

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

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

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

Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on September 30, 1978.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments for maintenance. The annual assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Vol 7855 PAGE 306

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety and welfare of the residents in the Properties and for exterior maintenance.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum monthly assessment shall be Fifteen Dollars (\$15.00) per Lot.

(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 by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Notice & Quorum for Any Action Authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 15 days in advance of the meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of all the votes of each class of membership shall constitute a quorum.

Section 5. Rate of Assessment. Annual assessments must be fixed at uniform rate, to be collected on a monthly basis, for all Class A Lots, and Class B Lots, provided, however, that the assessments on all Class B Lots shall be fixed at twenty-five per cent (25%) of the amount of the assessments upon all Class A Lots.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. 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. Unless otherwise provided, the Association shall collect each month from the owner of each Lot one twelfth (1/12) of the annual assessment for such Lot. Certificates signed by an officer of the Association shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of six per cent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the ROYAL RIDGE PATIO HOMES ASSOCIATION, INC., or its agent the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easement areas or abandonment of his Lot.

Vol. 7855
Page 308

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, trustee's foreclosure sale or any proceeding at law 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 from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All property shall be subject to an easement for such minor encroachments as may be created by or arise from the construction by the Declarant, and such easement shall exist so long as such encroachments exist, and may be maintained, and also may be used for any necessary re-construction of improvements.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE V

EXTERIOR MAINTENANCE

The Association shall provide exterior maintenance upon each Lot subject to assessment hereunder as follows: Paint, repair, replace, and care for roofs, gutters, downspouts and exterior building surfaces. There will be no maintenance of glass surfaces, screens, screen doors, exterior doors, window fixtures and exterior hardware, and patio areas. Also, there will be no maintenance or service of utility lines or services by the Association.

If maintenance or repair is caused by the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be assessed solely to the Owner and the specific lot, and shall be in addition to the regular assessment.

ARTICLE VI

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, 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 Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Until the Association has been formally organized and elects directors and officers, the Declarant shall perform this function.

ARTICLE VII

USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction and no buildings or structures shall be moved from other locations onto said Property. No structure shall be erected, placed, altered or permitted to remain on any one of said Lots other than one detached single family dwelling of no more than two stories in height, and private garage, servant's quarters, storage and utility rooms; provided, however, that no garage, servant's quarters, storage room and utilities room shall be erected on any Lot until after or coincident with the building of a dwelling thereon and in keeping with these restrictions.

No more than one dwelling may be erected on any one lot, but the right is reserved to erect one dwelling on parts of any two lots as the same are defined on said recorded plat.

No residence of a temporary character shall be permitted on any Lot. No structure shall be occupied as a residence, even temporarily, unless it is a completed dwelling conforming to these restrictions.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or its successors and assigns to maintain during the period of ^{development of} the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said dwelling, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats, or other household pets, in reasonable numbers, may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, un-

Vol 7855
Page 309

sightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any dwelling or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring dwellings and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereof.

Section 7. The storing, parking or keeping of any wrecked, junked or partially dismantled vehicle, or any vehicle parts, shall not be permitted on any Lot, easement area or public street.

Section 8. No building material of any kind or character shall be placed or stored upon any Lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the Lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.

Section 9. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10. Said premises are to be kept in a presentable condition and shall not have stored thereon vehicles and other unsightly objects.

Section 11. No boat, airplane, trailer, camper, mobile home, recreational vehicle, or boxes, equipment, materials of any character or any extraneous or unsightly things shall be kept in the side or rear yard of any Lot unless screened from view of the adjoining Lots and streets by a solid fence.

Section 12. Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals and drainage areas over and across any part of a Lot shall be kept open and clean so as to maintain the same in a neat attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property.

Section 13. No antennas, other than regulation size television antennas (extending no more than four (4) feet above the roof line of the applicable building) shall be permitted.

Section 14. With each single family dwelling constructed in Royal Ridge Unit VI, there shall be constructed a closed garage, suitable for parking two standard-size automobiles. On the alley side of each garage there shall be installed and maintained a night light that is actuated by a photoelectric switch. All direct vehicular access of Lots shall be by way of the alley with no curb-cuts being permitted along the dedicated street upon which the Lot fronts.

Section 15. Concrete sidewalks, a minimum width of three (3) feet, shall be installed prior to completion and/or occupancy of any dwelling in Royal Ridge Unit VI. Sidewalks shall be installed parallel to the curb, adjacent to the property line, and along any part of a Lot which abuts a dedicated street. Sidewalks are not required, however, along Weidner Rd.

Section 16. Except for decorative fences or walls, approved by the Architectural Committee, no fence or wall shall be constructed forward of the required front building line as designated by the recorded plat of Royal Ridge Unit VI.

Section 17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the Association, except for those improvements for which a public authority or utility company is responsible.

Section 18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE VIII

LOT AREA AND FRONTAGE

Every dwelling erected on any Lot shall front or present a good frontage on the street on which said Lot fronts. Dwellings on corner lots shall have a presentable frontage on all streets on which the particular Lot abuts. The size, shape and frontage of any Lot shall be defined by the recorded plat of Royal Ridge Unit VI. No resubdivision of Lots, as recorded in Royal Ridge Unit VI shall be made without approval of the Architectural Control Committee.

ARTICLE IX

SIZE OF DWELLING

No dwelling of less than 1,400 square feet of living and heated area shall be permitted on any Lot.

ARTICLE X

DWELLING SET BACK

The restrictions covering the dwelling set back from the streets are set forth in the recorded plat of this subdivision above referred to in the description.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have

VOL 7855
PAGE 311

Vol 7855 PAGE 312

the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners of not less than ninety per cent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the Lots. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 20 day of June 1976.

ATTEST:

WINDCREST DEVELOPMENT CORPORATION
Declarant

Elizabeth A. Pentress
Secretary

By: E.J. Pentress
E.J. Pentress, President

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS I
 I
COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared H.J. FENTRESS, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Windcrest Development Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____
1976.

Notary Public, Bexar County, Texas

VOL 7855
PAGE 313

VOL 7855 PAGE 314

4/0.50
92-75-151



Keith J. Jones
COUNTY CLERK
BEXAR COUNTY, TEXAS

JUL 6 1976

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me and was duly
RECORDED in the Volume and Page of the CLERK RECORDS
of Bexar County, Texas, as stamped herein by me.

COVENANTS, CONDITIONS & RESTRICTIONS

DECLARATION
OF

THE COUNTY CLERK OF BEXAR COUNTY, TEXAS
DOES HEREBY CERTIFY
THAT THIS INSTRUMENT WAS FILED
ON JULY 6, 1976 AT 10:00 AM
IN VOLUME 7855 PAGE 314

Return to

BRADFORD F. MILLER
ATTORNEY AT LAW
518 MAJESTIC BUILDING
SAN ANTONIO, TEXAS 78208