

WINDMILL RANCH HOMEOWNERS  
ASSOCIATION

**SUMMARY OF COVENANTS AND RESTRICTIONS FOR  
WINDMILL RANCH SUBDIVISION**

IF YOU DID NOT RECEIVE THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL RANCH SUBDIVISION" AT CLOSING OF YOUR HOME PURCHASE, YOU CAN OBTAIN AN OFFICIAL COPY FROM THE COMAL COUNTY CLERK IN NEW BRAUNFELS. FOR THE BENEFIT OF THE NEW HOMEOWNERS MOVING TO OUR SUBDIVISION, WE PRESENT THIS SUMMARY OF THE COVENANTS AND RESTRICTIONS SO YOU WILL BE BETTER INFORMED.

ARTICLE II OF THE DECLARATION deals with Construction Requirements. When your home was being built the builder was required to meet certain building requirements in order to be in compliance. These requirements included such things as size of home, exterior finishes, garages, fences, driveways, sewage systems, landscaping, exterior lighting and burglar alarms. The Homeowners Association (HOA) Architectural Control Committee (ACC) made sure that the requirements were met during the building of your home. **If at any time in the future you want to add to your home, remodel the exterior, build a fence, or any other new construction, you must submit plans of your proposed new construction to the ACC prior to starting the new construction.** If you have questions concerning this requirement, check with the Director of the ACC. The Director's name and phone number is provided in your packet or will be posted at the HOA Bulletin Board at the Post Office Box Pavilion.

ARTICLE III OF THE DECLARATION covers Restrictions. We will briefly touch on each of these restrictions.

Section 1. RESIDENTIAL ONLY. Property will be used only for private single-family residences.

Section 2. PERMITTED USE. Land will shall be used for "residential purposes" only and only one private single-family residence may be placed upon any one lot. No business, commercial, industrial, etc. is allowed.

Section 3. ATHLETIC FACILITIES. Prior written approval of the ACC is required for any tennis court lighting and fencing. Basketball goals or backboards must meet certain requirements as to their location and must be maintained in playable condition at all times. Check with ACC Director for more information.

Section 4. OUTBUILDING AND EXTERIOR MODIFICATIONS. Every outbuilding shall be compatible with the dwelling in terms of design and material composition. Written approval of ACC is required.

Section 5. SWIMMING POOLS. Swimming pools must be enclosed with a

fence or other device completely surrounding the swimming pool. Plans must be approved by the ACC. **Above ground pools are not permitted.**

**SECTION 6. RADIO AND TV ANTENNAE AND TELEVISION DISHES.** No radio or television aerial wires or antennas shall be maintained on any portion of any lot except those which are fully enclosed or retractable within the structure of the Living Unit and those attached to a residence shall not extend more than 8 feet above the highest part of the roof and shall not be located on the front part of the dwelling. No microwave dishes, antennas, receivers, or transmitters shall be placed on any lot without being fully enclosed or fully screened from public view. Satellite or cable TV dishes are permitted if maintained where not visible from the street.

**SECTION 7. SOLAR PANELS AND SYSTEMS.** No solar panels or solar heating or electrical system are allowed without prior approval of the ACC.

**SECTION 8. SIGNAGE.** No signs of any kind shall be displayed to the public view on any lot except expressly permitted by the ACC.

**SECTION 9. TEMPORARY STRUCTURES AND FACILITIES.** No structure of a temporary character such as sales structure, trailer, tent, shack, garage, barn or other outbuildings shall be used for storage or as a residence. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any lot.

**SECTION 10. MAINTENANCE OF YARDS, IRRIGATION SYSTEMS.** Owners of all lots shall keep grass and vegetation well mown and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die, and shall keep all yard areas in a sanitary, healthful, and attractive manner. Fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of lots will be permitted which is visible to the public. The drying of clothes in full public view is prohibited. Trash, garbage or other waste materials shall be kept in a clean and sanitary condition.

Owner shall provide and maintain safe and adequate drainage within and across his lot.

Owner is responsible for taking action as may be necessary to ensure that oak wilt and other tree diseases are not spread to the trees of other owners.

**SECTION 11. FRONT YARDS.** No more than 10% in area of the front yard area of any lot, excluding driveways and sidewalks, may be covered by rock or material other than dirt and vegetation except for such driveways and sidewalks as have been approved by the ACC.

**SECTION 12. MAIL BOXES.** No mail boxes or similar receptacles shall be erected and maintained on a lot.

**SECTION 13. ANIMALS.** No animals, livestock, swine, poultry, exotic or dangerous pets of any type that may pose a safety or health threat to the community shall be raised, bred or kept on any lot except for (a) cats, dogs, or other generally recognized household pets; (b) horses, which may be

kept on a lot if it is 2.0 acres or more in size; and an animal raised as part of a project for school, FFA, 4-H or a similar organization if approval is received from the ACC.

All animals shall be kept in strict accordance with all applicable local laws and ordinances and in accordance with all rules established by the Association. Every animal must be kept within the confines of a lot and no animal shall be allowed to run at large within the Subdivision.

**SECTION 14. UTILITY EASEMENTS.** Easements for installation and maintenance of utilities, cable, television, and drainage facilities have been reserved and no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the utilities or drainage easements.

**SECTION 15. DRAINAGE EASEMENTS.** No owner of any lot may perform or cause to be performed any act which would alter or change the course of drainage easements that would divert, or impede the natural flow of water over and across such easements.

**SECTION 16. MAINTENANCE OF EASEMENTS.** By acceptance of a deed to any one or more lots, the owner thereof agrees to keep and maintain, in a neat and clean condition, any easement which may transverse any portion of said lot, including, without limitation, by removing weeds, mowing grass and trimming shrubbery and trees within such area.

**SECTION 17. CAVES AND SINKHOLES.** Natural caves and sinkholes may occur on some lots. It is the responsibility of prospective owners to inspect lots for caves and/or sinkholes which may be located thereon.

**SECTION 18. AIRCRAFT.** No portion of the Subdivision may be used for the storage, takeoff, or landing of aircraft, including, without limitation, helicopters and gliders, except for medical emergencies.

**SECTION 19. OUTSIDE PARKING AND STORAGE OF VEHICLES.** No boat, trailer, tent, recreational vehicle, camping unit, wrecked, junked, inoperable, self propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained in any portion of the front yard and shall be parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from any street or adjacent lot.

No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any front yard, driveway, or within view of any street or adjacent street.

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

No camper, boat, trailer, equipment, or machinery shall be parked in front of any residence for a period in excess of 24 consecutive hours.

**SECTION 20. LOT SUBDIVISION AND CONSOLIDATION.** No lot may be subdivided except with the written consent of Developer. Any owner

owning two or more adjoining lots, or portions of two or more such lots, may with the prior approval of the ACC consolidate such lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein.

**SECTION 21. ACCUMULATION OF TRASH AND RUBBISH.** No trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, shall not be stored, kept, placed or maintained on any lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal.

**SECTION 22. REQUIRED RESTORATION.** In the event of fire or other casualty causing damage to improvements on a lot, the owner of the lot shall promptly remove all debris and promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof.

**SECTION 23. HAZARDOUS STORAGE AND ACTIVITIES.** Except with the written approval of the ACC, no butane, propane or other combustible fuel tank or container shall be installed or kept on any lot except for (a) portable, small sized tanks used solely to fuel barbecue units or portable tools, (b) fuel tanks installed in vehicles, boats or equipment or a reasonable number of portable cans/tanks used to refuel equipment or vehicles. No open fires shall be permitted on any lot except those within a safe, well designed interior fireplace or those within a contained barbecue unit which is attended while in use for cooking purposes only.

**SECTION 24. FIREARMS, FIREWORKS, PROJECTILES, AND WEAPONS.** The discharge of any firearm, guns, or fireworks within the subdivision is strictly prohibited and each owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any BB gun, bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a lot and not involving the hunting or killing of any animal.

**SECTION 25. NO OIL DEVELOPMENT.** No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the properties.

**SECTION 26. NO NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property. No horns, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

The enforcement of restrictions rests with the Director In Charge of Restrictions and the HOA Board of Directors. Those in violation of restrictions can expect to be notified and requested to correct violation. The HOA does have enforcement authority for those who continue to violate restrictions. Should you have questions concerning the restrictions you should contact the Director In Charge of the Restriction Control Committee.

**ARTICLE VIII - MEMBERSHIP IN THE ASSOCIATION.** Every person or entity who is a record owner of a fee or undivided interest in any lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association.

Members shall be entitled to one vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot, all such persons shall be Members, and 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 such lot.

**ARTICLE X - ASSESSMENTS AND ASSOCIATION LIENS.** The annual assessments for both improved and unimproved lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made, but the annual assessment for unimproved lots shall not exceed 25% of the annual assessment for improved lots. The annual assessment for the year 2003 is \$300.

The annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than 10% above that of the previous year without a vote of the membership.

If any assessment or other sum due the Association is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns.

**SHOULD YOU HAVE QUESTIONS CONCERNING THIS SUMMARY OR CONTENTS OF THIS SUMMARY, PLEASE FEEL FREE TO CONTACT ANY BOARD MEMBER WITH YOUR QUESTIONS OR CONCERNS. A CURRENT LIST OF OFFICERS AND DIRECTORS IS POSTED ON THE HOA BULLETIN BOARD AND WILL BE PUBLISHED IN EACH "WINDMILL RANCH NEWS".**