

GARDEN HOMES I

Garden Homes I is a mandatory homeowners association. Its legal name is Royal Ridge Garden Homes Association, Inc.

Officers:

Suzanne Ryan, President
806-382-8426
sryan2580@gmail.com

Board of Directors Meeting:
Oct. 13, 2021 at 7:00 pm
Royal Ridge Clubhouse

Karolyn Stickney, VP
210-646-9988

Annual Meeting:
Oct. 13, 2021 at 7:00 pm
Royal Ridge Clubhouse

John Bertram, Treasurer
210-390-7172

Debbie Gousie, Secretary
210-637-1123

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

NAME OF SUBDIVISION: Royal Ridge Garden Homes 1 Association, Inc.

NAME AND ADDRESS OF ASSOCIATION: Royal Ridge Garden Homes 1 Association, Inc.
C/O Bobby Younts
5902 Grandwood Drive
San Antonio, Texas 78239



RECORDING DATA FOR ASSOCIATION DECLARATION: Royal Ridge Unit IV

SCANNED

NAME OF INSTRUMENT: Declaration of Covenants, Conditions, and Restrictions

RECORDING INFORMATION: Royal Ridge Unit IV, of J.F.A. Scott Survey No. 323, Abstract 676,
County Block 5074.
Volume 7200, page5, Deed and Platt Records of Bexar County, Texas

MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION: Royal Ridge Garden Homes 1 Association, Inc.
C/O Bobby F. Younts
5902 Grandwood Drive
San Antonio, Texas 78239

OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:

Prospective purchasers are advised to independently examine the Covenants and By-Laws and other instruments of the Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

Signed this 29 day of November, 2012

Royal Ridge Garden Homes 1 Homeowners Association

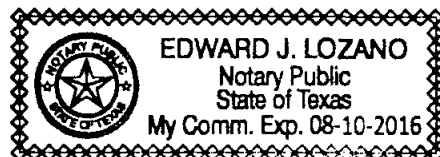
By: Bobby F. Younts
Bobby F. Younts
President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 29 day of November 2012 by Bobby F. Younts, duly authorized agent for the Royal Ridge Garden Homes 1 Association, Inc. on behalf of said association.

Notary Public in and for the State of Texas



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:

NOV 29 2012



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20120232809 Fees: \$20.00
11/29/2012 1:40PM # Pages 2
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

SCANNED

RESOLUTION OF THE BOARD OF DIRECTORS OF ROYAL RIDGE GARDEN HOMES I ASSOCIATION REGARDING RECORDS PRODUCTION, COPYING AND RETENTION

STATE OF TEXAS //
// KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BEXAS //

Pursuant to Section 209.005(i), Texas Property Code, and Section 209.005(m), Texas Property Code, Royal Ridge Garden Homes I Association, Inc., acting through its Board of Directors, has adopted the following records production, copying and retention policy to prescribe the costs the Association will charge for the compilation, production and reproduction of information requested under Section 209.005, Texas Property Code, and to comply with its obligation to adopt a records retention plan, to-wit:

I. Records Copying and Inspection

(a) Copy charge.

(1) Standards paper copy. The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$.10 per page or part of a page. Each side that has recorded information is considered a page.

(2) Nonstandard copy. The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:

- (A) Diskette--\$1.00
(B) Magnetic tape—actual cost
(C) Data cartridge—actual cost
(D) Tape cartridge—actual cost
(E) Rewritable CD (CD-RW)--\$1.00
(F) Non-rewritable CD (CD-R)--\$1.00
(G) Digital video disc (DVD)--\$3.00
(H) JAZ drive—actual cost
(I) Other electronic media—actual cost
(J) S video cassette--\$2.50
(K) Audio cassette--\$1.00 Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$.50

(L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)--\$.50

(M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic—actual cost

(b) Labor charge for locating, compiling, manipulating data, and reproducing information.

(1) The charge for labor costs incurred in processing a request for information is \$15 an hour. The labor charge includes the actual time to locate, compile, manipulate data, and reproduce the requested information.

(2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:

(A) Two or more specific buildings that are not physically connected with each other, or (B) A remote storage facility

(3) A labor charge cannot be recovered for any time spent by an attorney, legal assistant, or any other person who receives the requested information to determine whether the Association will raise any exceptions to disclose the requested information.

(4) When confidential information is mixed with non-confidential information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the non-confidential information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request the documents to be copied are located in:

(A) Two or more separate buildings that are not physically located with each other, or (B) A remote storage facility

(5) For purposes of paragraph (2)(A) of this subsection, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.

(c) Overhead charge

(1) Whenever any labor charge is applicable to a request, the Association may include in the charges direct and indirect costs, in addition to the specific labor charge. This overhead charge would cover such costs as depreciation of capital assets, rent, maintenance and repair, utilities, and administrative overhead. If the Association chooses to recover such costs, a charge shall be made in accordance with the methodology described in paragraph (3) of this subsection.

(2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge.

(3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. For example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, e.g., $\$15.00 \times \$.20 = \$3.00$.

(d) Remote document retrieval charge.

To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges.

(e) Miscellaneous supplies.

The accrual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for information.

(f) Postal and shipping charges.

The Association may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.

II. Records Retention

Concerning the length of time for which records of the Association will be retained, the Board has made the following decisions:

- (a) The certificate of formation (formally known as Articles of Incorporated), bylaws, restrictive covenants, and all amendments to the certificate of formulation, bylaws, and covenants shall be retained permanently.
- (b) Financial books and records shall be retained for seven years.
- (c) Account records of current owners shall be retained for five years.
- (d) Contracts with a term of one year or more shall be retained for four years after the expiration of the contract term.
- (e) Minutes of meetings of the owners and the board shall be retained for seven years.
- (f) Tax returns and audit records shall be retained for seven years.

By his signature below, the President of the Association certifies that the foregoing was approved by the Board of Directors of the Association at a duly-called meeting of the Board of Directors at which a quorum of Directors were present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 9 day of October, 2013

Royal Ridge Garden Homes I Association

By: Bobby F Younts

Bobby Younts, President

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:

OCT - 9 2013

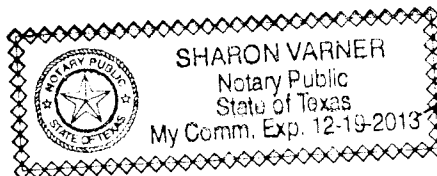


Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

STATE OF TEXAS //
COUNTY OF BEXAR //

Before me, the undersigned notary public, on this day personally appeared **Bobby Younts**, President of Royal Ridge Garden Homes I Association, known to me or proved to me by presentation to me of a government-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 9th day of Oct, 2013.



Sharon Varner
Notary Public, State of Texas

Doc# 20130211887 Fees: \$28.00
10/09/2013 4:26PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

SCANNED



NOTICE OF FILING OF DEDICATORY INSTRUMENTS
ROYAL RIDGE GARDEN HOMES ASSOCIATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

THIS NOTICE OF FILING OF DEDICATORY INSTRUMENTS FOR Royal Ridge Garden Homes Association.(aka Royal Ridge Garden Homes 1 Association) is made on this 26 day of March 2015 by Royal Ridge Garden Homes Association. (the "Association").

WITNESSETH:

WHEREAS, the Windcrest Development Corporation prepared and recorded an instrument entitled *Declaration of Covenants Conditions and Restrictions for Royal Ridge, Unit IV* recorded on 2 December, 1975 in *Volume 7715, Page 160* of the Deed Records of Bexar County, Texas (the "Declaration") and any amendments or additions thereto;

WHEREAS, the Association is the Property Owners Association created by the Declarant to manage or regulate the planned development covered by the Declaration, which development is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Section 202.006 of the Texas Property Code provides that a property owners' association must file each dedicatory instrument governing the association that has not been previously recorded in the real property records in which the planned development is located; and

WHEREAS, the Association desires to record the attached dedicatory instruments in the real property records of Bexar County, Texas, pursuant to and in accordance with Section 202.006 of the Texas Property Code.

NOW, THEREFORE, the dedicatory instruments attached hereto as Exhibit "B" are true and correct copies of the originals and are hereby filed of record in the real property records of Bexar, County, Texas, in accordance with the requirements of Section 202.006 of the Texas Property Code. Each was approved and adopted by the Association's Board on the 24 day of March, 2015.

Book 17150 Page 1712 13pgs

IN WITNESS WHEREOF, the Association has caused this Notice to be executed by its President as of the above date.

*Royal Ridge Garden Homes Association, Inc.,
a Texas Corporation*

By: *Bobby F. Younts*
Bobby Younts, President

ACKNOWLEDGMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby F. Younts, President of Royal Ridge Garden Homes Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of said Association.

SUBSCRIBED AND ACKNOWLEDGED BEFORE ME on this the 26th day of March, 2015.

Sandi Aikins

Notary Public
State of Texas
My Commission Expires:

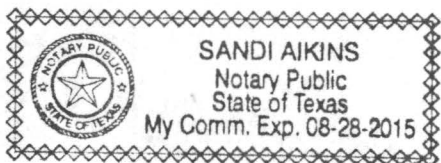


EXHIBIT "A"

PROPERTY DESCRIPTION FOR

Royal Ridge Garden Homes Association.

The Royal Ridge Garden Homes Association, Inc. consists of certain property in the City of San Antonio, County of Bexar, State of Texas, known and described as Royal Ridge Unit IV, a subdivision of 15.886 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 7200, page 5, Deed and Plat Records of Bexar County, Texas, and any other additions which are subsequently annexed thereto and made subject to the authority of the Association.

EXHIBIT "B"

**RECORD OF DEDICATORY INSTRUMENTS FOR
ROYAL RIDGE GARDEN HOMES ASSOCIATION, INC.
PURSUANT TO PROPERTY CODE §202.006**

Royal Ridge Garden Homes Association, Inc. Bylaws with 3 amendments
Amendment I Committees
Amendment II Assessments
Amendment III Powers and Duties of The Board of Directors

ROYAL RIDGE GARDEN HOMES I ASSOCIATION

BYLAWS

ARTICLE I NAME AND LOCATION

The name of the corporation is ROYAL RIDGE GARDEN HOMES ASSOCIATION, Inc., hereinafter referred to as the "Association." The principal office of the corporation will be located at the residence of the current President but meetings of members and directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors.

ARTICLE II PURPOSES AND OBJECTIVES

1. This organization was founded to serve the needs of the owners of homes in the Garden Homes I subdivision. Garden Homes I is legally described in (2.a.) below.
2. The purposes and objectives of this organization shall be to retain, preserve and/or improve the character of the community by any or all of the following means:
 - a. To serve as a vehicle to uphold the provisions of the Declaration of Covenants, Conditions & Restrictions of the subdivision known and described as Royal Ridge Unit IV of the J.F.A. Scott Survey No. 323, Abstract 676, County Block 5074 being of record in Volume 7200, page 5, Deed and Plat Records of Bexar County, Texas.
 - b. Through use of written communications to or appearing before agencies, commissions or councils of government to make known the collective opinion of the membership.
 - c. Through cooperation with other homeowner associations in the Royal Ridge community.
 - d. Through all members sharing in the responsibilities of maintaining an effective organization.
3. The spokesperson authorized to publically represent this organization shall be limited to the President or his/her designated representative.

ARTICLE III MEMBERSHIP

1. Membership in the Association is mandatory and restricted to owners of Garden Homes I.
2. Voting rights are restricted to one vote per each Garden Homes I address. The owner (see definitions, item 6) will normally retain the voting right for his address. However, the owner may grant his voting right to another family member of legal age or a renter of their Garden Homes I property upon giving written notice to a Board member. This notice must designate the name of the individual to whom the voting right is granted and number of

annual meetings for which it is valid with three annual meetings being the maximum permitted. Further ceding of voting rights for annual meetings will require another written notice to any Board member.

3. Proxy Votes

- a. Proxy votes may be mailed to the current President or hand delivered to any Board Member. Delivery must be completed not less than 48 hours prior to the election for which they are intended
- b. Voting by proxy will be permitted for the reasons described below.
 - (1) To increase the maximum annual assessment. (Requires a quorum of 50% of the members in person and/or by proxy and requires a 2/3 favorable vote of the quorum. (Reference the Declaration, Art. IV, Section 3(b) & Section 4)
 - (2) To borrow money to improve/maintain the ingress-egress and parking easements. (Requires a 2/3 vote of the membership. Ref. the Declaration, Art. II, Sect. 1 (c) (4)).
 - (3) To amend the Declaration of Covenants, Conditions & Restrictions.

ARTICLE IV
ORGANIZATION

1. This organization will be governed by a Board of Directors consisting of five members. The Board will consist of a President, Vice President, Secretary, Treasurer and the Immediate Past President.
2. The terms of office will be one year. An Officer or Committee Chairman shall be eligible to reelection or reappointment except that no person shall serve in any one capacity for more than three consecutive years. If a position cannot be filled through election or appointment the person holding that position may continue in office if the majority of the remaining Board members concur.
3. All Officers shall assume their respective responsibilities at the adjournment of the meeting in which they were elected.
4. The newly elected Officers shall have thirty days to appoint Chairpersons of the Standing Committees. The incumbent Chairpersons will continue in office for that time period.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. Nomination for election to the Board of Directors will be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee will consist of a Chairman, who will be the Board Vice President and two members of the Association. The Nominating Committee will be appointed by the Board of Directors 60 days prior to each annual meeting. All nominees must be members in good standing, to wit, current in their annual dues.

2. Election. Officers shall be elected during the annual meeting. A simple majority vote by members present at the meeting will constitute election to office.
3. Proxy votes will be allowed only as defined in Article III.
4. Vacancies: If an elected Officer resigns or deceases the ranking Officer of the Board shall call a special meeting of the Board to appoint a successor to the vacant office. The office of any Officer missing a combination three consecutive Board/Annual meetings may be declared vacant and the Board is authorized to appoint a new member to that position.

ARTICLE VI

MEETINGS

1. Meetings of the Board may be called by the President or any two Board members as necessary to fulfill its obligations.
2. A quorum will be a simple majority of the Board.
3. Committee meetings will be called by the committee chairperson as required to conduct their business or by request of the President or any two members of the Board.
4. At least one general membership meeting shall be held annually. Additional meetings may be called if the Board deems it necessary.
5. Notice of the annual general meeting will be by mail or hand delivery at least fifteen days prior to said meeting. Placing notice of the meeting in the front door of the residence shall constitute delivery.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have power to:
 - (a) adopt and publish rules and regulations governing the use of the ingress-egress and parking easement, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
 - (b) suspend the voting rights and rights of easement use of a member during any period in which such member shall be in default in the payment of the assessment levied by the association.
 - (c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
 - (d) to authorize the officers to enter into one or more maintenance agreements with third parties in order to facilitate efficient upkeep and repair of the ingress-egress and parking easements. It shall be the primary purpose of such agreements to provide for the administration, repair and maintenance of said easements and all improvements included therein and disbursement of funds

as may be authorized by the Board of Directors. The terms of said maintenance agreements shall be as determined by the Board of Directors to be in the best interests of the corporation, and shall be subject in all respects to the Articles of Incorporation, these By-Laws and the Declaration.

2. Duties. It shall be the duty of the Board to:
 - (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.
 - (b) supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
 - (c) as more fully provided in the Declaration to:
 - (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the annual assessment period. The assessment period shall be 1 through 31 January of each year.
 - (2) to provide each owner subject thereto at least thirty (30) days notice in advance of the assessment due date.
 - (3) The annual assessment shall be paid, in full, to the Treasurer not later than 31 January of each year or thirty (30) days from receipt of said notice.
 - (4) foreclose the lien against any property for which the annual assessment is not paid, in its entirety, within thirty (30) days after the due date or to bring an action at law against the Owner to pay the same; and
 - (5) issue upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates;
 - (6) cause ingress-egress and parking easements to be maintained.

ARTICLE VIII **COMMITTEES**

1. There shall be two standing committees.
 - a. The Architectural Control Committee:
 - (1) will consist of three members appointed by the Board.
 - (2) shall ensure the provisions of Article V of the Declaration are complied with.
 - (3) shall require a majority vote of the Committee to approve a homeowner's request made per the provisions of Article V of the Declaration.
 - (a) NO ONE other than a majority of the Committee is authorized to grant approval to a homeowner to modify or alter the exterior of his property.

b. Security Committee

- (1) The Security Committee is responsible for overseeing the Security Patrol for the Subdivision.
- (2) The Committee will maintain a current roster of all members of the Association.
- (3) The Committee will use said roster to assign members, on a rotating basis, to patrol the streets and ingress-egress easements of the subdivision.

ARTICLE IX
LIVESTOCK AND PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in Garden Homes I except that dogs or cats may be kept as long as the number does not exceed three (3) dogs or three (3) cats or a combination of pets that does not exceed four (4) animals provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE X
ASSESSMENTS

As more fully provided in the Declaration, each member is personally obligated to pay, to the Association, the annual and specific assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 8 percent 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 attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape personal liability for the assessments provided for herein, by non use of the easement areas or abandonment of his lot, or by any other means.

ARTICLE XI
AMENDMENTS

1. These By-Laws may be amended, at a regular or special meeting of the members, by a majority vote of the members present at said meeting.

ARTICLE XII
DISSOLUTION

In the event of the dissolution of this Organization, same shall be implemented in accordance with the requirements and provisions of the governing statutes of the State of Texas.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the Royal Ridge Garden Homes I Association, Inc., a Texas corporation,
and:

That the forgoing Bylaws constitute the amended Bylaws of said Association as duly adopted at an annual meeting of the general membership, held on the 15 day of October, 2002.
IN WITNESS WHEREOF, I have hereunto subscribed my name
this 15 day of October, 2002.

Elizabeth J. Kline

Elizabeth J. Kline Secretary

Amendment # I

COMMITTEES

2. Addition to Article VIII

a. Alley Maintenance Committee:

- (1) Will consist of three to four members appointed by the Board.
- (2) Shall monitor all aspects of alley maintenance to include:
 - (a) determining alley maintenance requirements.
 - (b) getting cost estimates for required maintenance.
 - (c).scheduling required maintenance.
 - (d) estimate a time line for future maintenance needs.
- (3) consult with various professionals in the paving business to assist them in their determinations.
- (4) report their findings, in writing, to the Board and make verbal reports to the membership when called upon to do so.

Amendment # II

ASSESSMENTS

1. Addition to Article X

a. The annual assessment was increased by a vote of the membership from \$100.00 annually to \$250.00 annually in December 2011. The referendum complied with the requirements of ARTICLE IV, Section 4 of the Declaration of Covenants, Conditions and Restrictions of the Association.

Amendment # III

Powers and Duties of The Board of Directors

1. Addition to Article VII (a)

(1) Vehicles of any sort which includes recreational vehicles or trailers parked in the alley are subject to being towed by the towing organization contracted by the Association.

(2) Service vehicles such as heating and air repair vehicles, plumbing, etc. may park in the alley while they are servicing systems for the resident that hired them.

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:

MAR 26 2015



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20150051118 Fees: \$74.00
03/26/2015 10:29AM # Pages 13
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

NOTICE OF FORMATION OF PETITION COMMITTEE
in accordance with
TEXAS PROPERTY CODE, SECTIONS 201.005
for
ROYAL RIDGE UNIT IV

SCANNED

A Petition Committee has been formed by Owners of Lots in Royal Ridge Unit IV to amend the restrictions applicable to Royal Ridge Unit IV, contained in the Declaration of Covenants, Conditions and Restrictions, recorded in Volume 7715, Page 160, of the Deed Records of Bexar County, Texas ("Declaration"), covering the property more particularly described in the plat recorded in Volume 7200, Page 5, Deed and Plat Records of Bexar County, Texas. The members of the Petition Committee are as follows:

NAME: David Shroads

ADDRESS: 6022 Archwood
San Antonio, Texas 78239



LT1-77-20050178075-1

NAME: Ida Underwood

ADDRESS: 5918 Archwood
San Antonio, Texas 78239



LT2-11563-423-12

NAME: Thomas Silk

ADDRESS: 5906 Archwood
San Antonio, Texas 78239

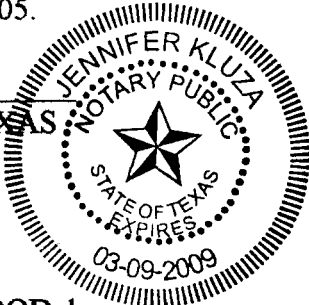
The Petition will modify the Declaration by: changing the name of the corporation (as officially changed with the office of the Secretary of State of Texas); deleting certain provisions pertaining to the Declarant, as the development period has expired and there is no longer a Class B membership; revising the manner in which assessments are fixed and collected; clarifying use restrictions to better conform with the Properties as they exist at the present time and/or to comply with applicable laws, and; to low the percentage of votes necessary to effect future amendments to the Declaration. The Petition was prepared pursuant to Tex. Prop. Code, Section 201.001, *et seq.*, a true, complete and correct copy of which Petition is attached hereto as Exhibit "A" and incorporated herein for all purposes.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared DAVID SHROADS, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 27 day of July, 2005.

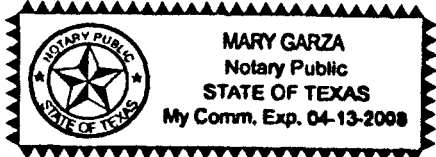
Jennifer Kluz
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared IDA UNDERWOOD, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 26th day of July, 2005.

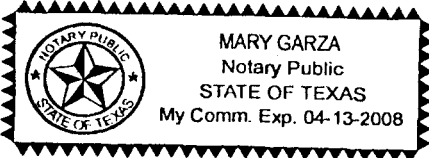
Mary Garza
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared THOMAS SILK, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 26th day of July, 2005.

Mary Garza
NOTARY PUBLIC - STATE OF TEXAS



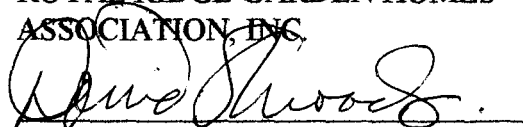
After recording, please return to:

Rosemary B. Jackson
700 North St. Mary's Street
One Riverwalk Place, Ste. 1000
San Antonio, Texas 78205

EXECUTED on the dates set forth below to be effective upon filing in the Official Public Records of Real Property of Bexar County, Texas.

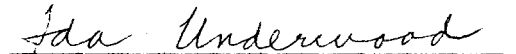
PETITION COMMITTEE FOR
ROYAL RIDGE GARDEN HOMES I
ASSOCIATION, INC. f/k/a
ROYAL RIDGE GARDEN HOMES
ASSOCIATION, INC.

Date: 7-27-05



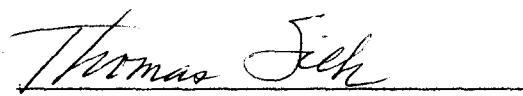
DAVID SHROADS

Date: 7-26-05



IDA UNDERWOOD

Date: 7-26-05



THOMAS SILK

(ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE)

Exhibit "A"

PETITION MODIFYING RESTRICTIONS
PURSUANT TO TEXAS PROPERTY CODE, SECTION 201.001 ET SEQ.
for
ROYAL RIDGE UNIT IV
A SUBDIVISION IN BEXAR COUNTY, TEXAS

WINDCREST DEVELOPMENT CORPORATION., "Developer," created a Subdivision in San Antonio, Bexar County, Texas, by recording a Declaration of Covenants, Conditions, and Restrictions, in Volume 7715, Page 160, the Deed Records of Bexar County, Texas ("Declaration"), pursuant to Plat recorded in Volume 7200, Pages 5, Deed and Plat Records of Bexar County, with restrictive covenants contained therein, creating a subdivision known as Royal Ridge Unit IV ("Properties"); and

The Declaration at Article XII, Section 3 provides:

Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 twenty (20) year period by an instrument signed by not less than ninety (90%) percent 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.

Tex. Prop. Code, Section 201.001 *et seq.*, as amended, provides existing restrictions whose amendment provisions are worded similar to that of the Declaration may be modified using the provisions of Tex. Prop. Code, Section 201.001 *et seq.*, provided the Petition is signed by the owners of at least seventy-five percent (75%) of the total number of Lots in the Properties; and

A Petition Committee pursuant to Tex. Prop. Code, Section 201.005 was created by the owners of Lots in the Properties for the purpose of modifying the Declaration as set forth below; and

The Petition Committee filed written notice of its formation in the Official Public Records of Real Property of Bexar County, Texas; and

The undersigned Owners wish to modify the Declaration by: changing the name of the corporation (as officially changed with the office of the Secretary of State of Texas); deleting certain provisions pertaining to the Declarant, as the development period has expired and there is no longer a Class B membership; revising the manner in which assessments are fixed and collected; clarifying

use restrictions to better conform with the Properties as they exist at the present time and/or to comply with applicable laws, and; to low the percentage of votes necessary to effect future amendments to the Declaration.

The undersigned represent the owners of at least seventy-five percent (75 %) of the total number of Lots in the Properties.

THEREFORE, it is declared that all of the Lots of the Owners that have agreed to be bound by this Petition by indicating "yes" by their names as set forth hereinafter and all other Lots within the Properties (excluding the Lots of owners within the Properties who shall not be affected by this Petition, pursuant to Tex. Prop. Code, Section 201.099) shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which shall run with the Lots covered by this Petition and shall be binding on all parties having any right, title or interest in or to the Lots covered by this Petition or any part thereof.

AMENDMENTS

The following sections of Article I now state as follows:

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

Section 8. "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 that the Declarant or has been occupied.

Section 9. "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 Declarant or, prior to such conveyance, has not been occupied.

These sections shall be modified to read as follows:

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

Sections 8. "Board of Directors" shall mean the duly elected directors of the Association.

Section 9. shall be deleted entirely and Section 10 shall become Section 9.

Article II, Section 1(a) shall remain the same, except the following provision shall be added as the last sentence:

"The openings of such windows shall not exceed 12" in height and 36" in length."

Article II, Section 1(c)(4) now states as follows:

“(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money, upon obtaining the assent of at least two-thirds (2/3) of each class of member, for the purpose of improving the ingress-egress and parking easements.”

This section shall be modified to read as follows:

“(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money, upon obtaining the assent of at least two-thirds (2/3) of the members, for the purpose of improving the ingress-egress and parking easements.”

Article III, Section 2 now states as follows:

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

Class A. Class A members shall be all owners with the exception of 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 equal the total votes outstanding in the Class B membership.

This section shall be amended as follows:

Section 2. All owners 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.

Article IV, Sections, 2, 3, 4, 5 and 6 now state as follows”

“Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety, welfare of the residents of the Properties and for the improvement and maintenance of the ingress-egress roadway and parking easements.”

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 annual assessment shall be Twenty Four Dollars (\$24.00) 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 votes of each class of membership shall constitute a quorum.”

“Section 5. Rate of Assessment. Annual assessments must be fixed at a uniform rate, to be collected on an annual 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 on all Class B 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 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.

These sections shall be modified to read as follows:

“Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety, welfare, and/or benefit of the residents of the Properties and for the improvement and maintenance of the ingress-egress roadway and parking easements.”

“Section 3. Change in Annual Assessment and Effective Date. The annual assessment may be increased by a vote of two-thirds (2/3) of the members who are voting, in person or by proxy, at a meeting duly called for the purpose of changing the annual assessment. Any change in assessment shall take effect the following assessment year.”

“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 votes of membership shall constitute a quorum.”

“Section 5. Rate of Assessment and Due Date. Annual assessments must be fixed at a uniform rate, to be collected on an annual basis. Said assessments shall become due and payable not later than thirty (30) days following receipt of the “assessment due” notice. Certificates signed by an Officer of the Association shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Article IV, Section 7 shall be changed only to reflect the change of name from ROYAL RIDGE GARDEN HOMES ASSOCIATION, INC. to ROYAL RIDGE GARDEN HOMES I ASSOCIATION, INC.

Article V now states as follows:

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, material, and location of the same shall be submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the 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 said plans and specifications within thirty (3) 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 V is amended as follows:

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, material, and location is submitted to and approved in writing as to exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve the plans and specifications within twelve (12) calendar days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

The Committee may have a need to return the request to the Owner for clarification or changes. In such event, the Committee shall have an additional five (5) calendar days to approve or disapprove the amended request on the date of re-submission. The date of re-submission shall not be counted in the five (5) day period.

Article VI, Section 1 now states as follows:

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be used for 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 garage, servant's quarters or accessory buildings shall be more than one story in height.

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.

Article VI, Section 1 is amended as follows:

Section 1.

(a) The Properties are restricted to residential dwellings for residential use. All buildings or structures erected upon the Properties shall be of new construction and no buildings or structures shall be moved from other locations onto the Properties. No structure shall be erected, placed, altered or permitted to remain on any one of the Properties other than one (1) detached single family dwelling of no more than one (1) story in height, a private garage, a storage room, and a utility room. No garage, storage room or utility 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 garage, or other accessory building shall be more than one (1) story in height.

(b) No more than one dwelling may be erected on a Lot.

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

(d) No business activity of any kind may be conducted on any Lot.

Article VI, Section 4 now states as follows:

“Section 4. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any 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.”

Article VI, Section 4 is amended as follows:

“Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs or cats may be kept so long as the number does not exceed three (3) dogs or three (3) cats or a combination of dogs and cats that does not exceed four (4) animals in the aggregate; provided they are not kept, bred, or maintained for breeding or commercial purposes.”

Article VI, Section 8 now states as follows:

“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.”

Article VI, Section 8 is amended as follows:

“Section 8. No boxes, equipment, building or other materials of any character or any extraneous or unsightly items shall be parked or stored in the alley, driveway, or front yard of any Lot or parking easement, unless hidden from view from the adjoining Lots and streets by a solid fence built in accordance with these restrictions and all applicable codes and laws.

Article VI, Section 11 now states as follows:

“Section 11. No boat, airplane, trailer, camper mobile home, recreational vehicle shall be parked or stored in the driveway or front yard of any dwelling, or in the parking easement, nor shall any of the same be kept in the side or rear yard of any lot unless screened from view of the adjoining lots, streets, driveways, parking easement, or alley by a solid fence.”

Article VI, Section 11 is amended as follows:

“Section 11. No boat, airplane, trailer, camper mobile home, recreational vehicle shall be parked or stored on any Lot, parking easement, or alley.”

Article VI, Section 12 shall remain the same except to add the following sentence: “All graveled areas exposed to public view shall be kept clear of weeds and debris.”

Article VI, Section 13 now states as follows:

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

Article VI, Section 13 is amended as follows

Section 13. No microwave dishes, radios, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except direct broadcast satellite (DBS) antennae less than one meter in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use.

Article VI, Section 16 now states as follows:

Section 16. Except for decorative fences or walls, approved by the Architectural Control 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 IV.

Article VI, Section 16 is amended to add the following sentence:

“All fence heights must abide by the applicable San Antonio City Code in existence at the time of the construction of the fence, provided that any fence shall not exceed seven (7) feet in height.”

Article XII, Section 3 now states as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 twenty (20) 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.

Article XII, Section 3 is amended as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, but may be amended by an instrument signed by the Owners of not less than sixty per cent (67%) of the Lots. Any amendment must be recorded.

PROVISO

The owners of Lots in the Properties which have not signed this Petition must file suit under Tex. Prop. Code, Section 201.010 before the 181st day after the date on which the certificate called for by Tex. Prop. Code Section 201.008(e) is filed in order to challenge the procedures followed in modifying the Declaration. The Owners of Lots in the Properties who do not sign this Petition may delete their Lots from the operation of the modification of the Declaration created herein by filing a statement described in the fourth listed category in Tex. Prop. Code, Section 201.009(b) before one (1) year after the date on which the owner receives actual notice of the filing of this Petition as authorized pursuant to Tex. Prop. Code Section 201.001 *et seq.*

We, the undersigned, hereby attest and affirm that we own record title to Lots within the Properties. If the "yes" box is marked next to our name, the Lots owned by us within the Properties shall hereinafter be held, sold, and conveyed subject to the foregoing restrictions, covenants and conditions and shall run with the property and be binding on all parties having any right, title or interest in or to the property or any part thereof. If the "no" box is next to our names, the Lots owned by us shall not be covered by this Petition and shall be specifically excluded herefrom.

I/We the undersigned assert that I/we own the following Lot in Royal Ridge Unit IV:

Lot(s) Owned and Street
Address(es) Within Properties

Lot Owner(s)

Owner(s) of
Lot(s) to Be
Covered by the
Restrictions in
this Petition?

Street Address

Signature

Yes ()
No ()

Signature

Legal Description (lot/block)

Print Name

Print Name

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared

, known to me to be the person whose name is subscribed to the foregoing instrument and, being
by me first duly sworn and declared that he/she (they) executed same in the capacity and
consideration therein expressed. Given under my hand and seal of office this the _____
day of _____, 200_____.

NOTARY PUBLIC - STATE OF TEXAS

Doc# 20050178075 Fees: \$0.00
08/05/2005 8:06AM # Pages 12
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

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
the 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 05 2005



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

SCANNED

PI2-20130211888-2

RESOLUTION OF THE BOARD OF DIRECTORS
OF ROYAL RIDGE GARDEN HOMES I ASSOCIATION, INC.
REGARDING PAYMENT PLAN GUIDELINES

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

Pursuant to Section 209.0062, Texas Property Code, Royal Ridge Garden Homes I Association, Inc., acting through its Board of Directors, has adopted the following guidelines to establish an alternative payment schedule by which an owner may make payments for delinquent regular or special assessments or other amounts owed to the Association, to-wit:

1. All payment plans must be in writing, signed by one or more owners of the property associated with the delinquent balance, approved by the signature of the President of the Association and provide that the owner shall pay future assessments when due, in addition to any arrearage payment due under a payment plan;
2. To be qualified for a payment plan the owner must not have failed to honor the terms of two previous payment plans in the two years prior to a request for a new payment plan;
3. No monetary penalties shall accrue on balances while a payment plan is in effect, but reasonable costs associated with administering the plan and interest shall continue to accrue;
4. Any qualified owner who owes a delinquent balance of more than \$250 shall be allowed, without deliberation by the Board, to pay that balance in three consecutive monthly installments (\$83.33, \$83.33, and \$83.34), with the first payment within the first thirty day period following of the approval of the payment plan;
5. Any qualified owner who owes a delinquent balance of more than \$250 shall be allowed, without deliberation by the Board, to pay that balance by paying twenty-five percent (25.00) of the balance during the first thirty day period following the approval of the payout plan, with the remaining delinquent balance to be paid in six equal (\$31.25) consecutive monthly installments.
6. Any owner may submit a request for a payment plan that does not meet the foregoing guidelines, along with whatever information they wish the Board to consider, and the Board may approve or disapprove such payment plan, in its sole discretion; and.
7. If any owner who is not qualified to receive a payment plan asks for a payment plan, the Board shall be entitled to approve or disapprove a payment plan, in its sole discretion.

By the signature below the President of the Association certifies that the foregoing was approved by the Board of Directors of the Association at a duly-

called meeting of the Board of Directors at which a quorum of Directors was present, or by signed, unanimous written consent in lieu of a meeting.

Thus executed this 9 day of October, 2013

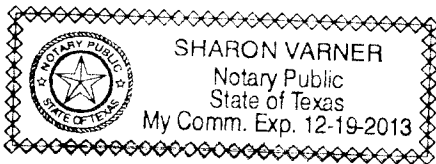
Royal Ridge Garden Homes I Association, Inc.

By: Bobby Younts
Bobby Younts, President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Bobby Younts, President of Royal Ridge Garden Homes I Association, Inc., know to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 9th day of Oct, 2013.



Sharon Varner
Notary Public, State of Texas

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:

Doc# 20130211888 Fees: \$20.00
10/09/2013 4:26PM # Pages 2
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

OCT - 9 2013



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

610730

DECLARATION

VOL 7715 PAGE 160

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 IV a subdivision of 15.886 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 7200 , page 5 , 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 GARDEN 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. "Ingress-Egress Easement" shall mean and refer to an easement, 28 feet in width, along, and over which pedestrian and vehicular access to abutting lots is permitted, as shown on the above plat. No parking of vehicles shall be permitted on these easement areas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "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 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 8. "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 9. "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.

Section 10. "Parking Easement" shall mean and refer to an easement having a dimension of 70.07 feet along Grandwood Dr. (being the street frontage of Lots 17, 18 and 19, NCB 16446) and extending to a minimum depth of 55 feet, as shown on the recorded plat of Royal Ridge Unit IV. Said easement shall be for the exclusive use of the owners of the said lots only, for the purpose of ingress and egress to said lots and for temporary and guest parking of vehicles. Access beyond the limits of the parking easement shall not be permitted by means of any vehicle.

The Board of Directors, however, shall have the right to limit, for security purposes, the number of access points to any ingress-egress easement, and, also, the use of said easements, to include traffic control, automobile parking, and speed limits on said easements. The Board shall further have the right to control or limit the use of and access to said easements, and to control use by unlicensed vehicles, including any two or three wheeled means of transportation.

No fence, wall, hedge or visual impediment of any nature shall be located within, or nearer than five (5) feet from any ingress-egress easement as defined in Section 4 above.

The areas shown on said plat and defined herein as easements are not dedicated to the use of the general public, but are limited to and for the use and benefit of the association, the owner, the invitees of either, and the governmental agencies and public utilities performing services for the benefit of the association and owners.

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

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

(a) A yard and access easement five feet (5') in width, and parallel to the side lot line, extending from the front property line of each lot to the access easement at the rear of each lot, on each lot where such easements are shown by the dash lines on the plat, is granted to the owner of each adjoining lot abutting such easement area, and the owner of each lot abutting each easement shall have the exclusive and perpetual right and duty to use and maintain such easement area for yard and planting purposes, in a similar manner as the abutting lot is used, and for no other purpose; subject, however, to the right of the owner of the lot upon which the easement is located (being the servient lot) to enter upon said easement area for the purpose of maintaining, restoring

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and repairing the improvements on the servient lot, and subject to the right of the owner of the servient lot to construct and maintain in place the roofs and other improvements which may encroach on the easement area, but at a height not less than seven feet (7') from the surface of the ground. The owner of the servient lot shall be required to construct residence and other improvements thereon immediately adjacent to the easement line, and is entitled to have the roof and other improvements extend over the easement line, at a height of 7 feet or greater. The drainage swale provided between houses, generally along lot lines, and designed to direct storm waters away from applicable structures, shall in no way be altered or impeded by improvements, landscaping or plant materials.

The granting of use of this five foot (5') easement does not include the right to attach trellises, vines, nor to plant, or allow to grow, any growing things which attach themselves to the home on the servient lot. The user of the easement is responsible for specific damages done by plant materials which are not pruned, trimmed, and cared for in such a way as to prevent damage to the home on the servient lot. The user of the easement shall, upon written request, trim any shrubs, plants, trees, vines, etc., which pose a threat to the home on the servient lot or which interfere with the normal painting and maintenance of said home.

The improvements upon the servient lot shall have no openings upon the side adjacent to the yard and access easement, except that windows may be installed if they are fixed panels that cannot be opened, with obscure glass panels, the type of glass, size and location of any such windows to be first approved by the architectural control committee.

(b) Each lot and the property included in the yard and access easement shall be subject to an easement for minor encroachments created by construction of improvements, settling and overhangs, as designed or constructed by the Declarant or thereafter rebuilt by an owner. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

(c) Every owner shall have a right and easement of ingress-egress along and over the parking easement and 28 ft. wide ingress and egress easement provided along the rear 14 ft. of each lot, and along the side of Lot 44, NCB 16445, as designated on the plat of Royal Ridge Unit IV, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(1) the right of the Association to charge reasonable fees for use and maintenance of the parking, ingress and egress easements as designated on the plat of Royal Ridge Unit IV;

(2) the right of the Association to suspend the voting rights and rights of use of an Owner for any period during which any assessment against his Lot remains unpaid;

(3) the right of the Association to dedicate or transfer all or any part of the ingress-egress easement area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;

(4) the right of the Association, in accordance with its Articles and By-Laws, to borrow money, upon obtaining the assent of at least two-thirds (2/3) of each class of member, for the purpose of improving the ingress-egress and parking easements.

ARTICLE III

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 it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

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 capital improvements and 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.

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 the improvement and maintenance of the ingress-egress roadway and parking easements.

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 annual assessment shall be Twenty Four Dollars (\$24.00) 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

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of members or of proxies entitled to cast fifty per cent (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 eight per cent (8%) 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 GARDEN HOMES ASSOCIATION, INC., or its agents 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.

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 V

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

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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 VI

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 garage, servant's quarters or other accessory buildings shall be more than one story in height.

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 dwellings, 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, unsightly 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

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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 thereon.

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 parked or stored in the driveway or front yard of any dwelling, or in the parking easement, nor shall any of the same 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 IV, 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 to Lots shall be by way of the ingress-egress easement, 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 IV. 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 Road.

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 IV.

ARTICLE VII

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 IV. No resubdivision of Lots, as recorded in Royal Ridge Unit IV shall be made without approval of the Architectural Control Committee.

ARTICLE VIII

SIZE OF DWELLING

No dwelling of less than 1,700 square feet of living and heated area shall be permitted on any lot.

A minimum of 75% of the wall area to top of first story window height shall be of masonry veneer and/or stucco construction.

ARTICLE IX

OUTBUILDING REQUIREMENTS

Every outbuilding, except a green house, shall correspond in style and architecture to the dwelling to which it is appurtenant. It shall also be subject to the approval of the committee outlined in Paragraph V of these Covenants. No outbuilding shall be used as a residence.

Separate garages and lawn tool buildings, which do not meet the minimum requirement of having at least 3/4ths of their exterior walls of masonry, masonry veneer and/or stucco, shall nevertheless be permitted if they are constructed of cedar, cypress, or redwood lumber, and provided further that they are painted or stained, that they are architecturally acceptable to the committee above referred to, and have a roof of the same material as the house, and are located at least 15 feet from the adjoining house.

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

GOVERNMENTAL ACCESS

The right of use, passage over and access to, over and upon all ingress-egress easements, access easements, parking easements and any other areas not dedicated to the general public, is hereby granted to all governmental authorities for the performance of governmental functions and services, including but not limited to police and fire protection, garbage and utility services, public works, ambulance and other emergency vehicles.

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ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner or Declarant, even though not owning any property, shall have 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, Declarant or by 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.

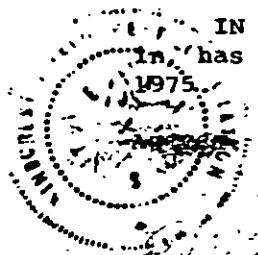
Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) 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 twenty (20) 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.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26 day of November

WINDCREST DEVELOPMENT CORPORATION
Declarant



[Signature]
Secretary

By: [Signature]
H.J. Fentress, President

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS X
 X
COUNTY OF BEXAR X

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 the 2nd day of December, 1975.



Mary Braun
Notary Public, Bexar County, Texas

MARY BRAUN
Notary Public, Bexar County, Texas

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WINDCREST DEVELOPMENT CORPORATION

TO

THE PUBLIC

DECLARATION OF
COVENANTS, CONDITIONS & RESTRICTIONS

FILED IN MY OFFICE
JAMES W. KNIGHT
COUNTY CLERK, BEXAR CO.
1975 DEC 5 AM 11 43



DEC 5 1975

James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that the instrument was FILED on the
date and of the County hereon by me and
RECORDED in the Volume and Page of the DEED RECORDS
of Bexar County, Texas, as hereon shown by me.

Return to:

BRADFORD F. MILLER
ATTORNEY AT LAW
518 MAJESTIC BUILDING
SAN ANTONIO, TEXAS 78205

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