

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HORAL COVE**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HORAL COVE (as may be amended or modified, the “**Declaration**”) is made on the date hereinafter set forth by RAMSTIN HOMES, LLC, a Texas limited liability company (hereinafter referred to as “**Declarant**”).

WITNESSETH:

WHEREAS, Declarant is the owner of the Property (as defined herein); and

WHEREAS, Declarant desires to: (1) convey the Property subject to the conditions, covenants, restrictions, obligations, Liens, assessments, charges and easements set forth herein; and (2) create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of all present and future owners of the Property.

NOW THEREFORE, Declarant hereby declares that all of the Property shall be subject to the jurisdiction of the Association (as hereinafter defined) and shall be held, sold, conveyed and occupied subject to the conditions, covenants, restrictions, obligations, Liens, assessments, charges and easements set forth herein, all of which shall: (1) run with the Property; (2) bind all parties that acquire any right, title or interest in the Property or any portion thereof, as well as their heirs, successors and assigns; and (3) inure to the benefit of each owner of any part of the Property.

**ARTICLE I. DEFINITIONS**

Unless the context otherwise requires or the term is not capitalized, the following words and phrases shall have the following meanings when used herein. Furthermore, unless the context requires otherwise, the singular shall include the plural and the plural shall include the singular.

Section 1.1. Assessment shall mean and refer to Annual Assessments (as defined herein), Special Assessments (as defined herein), and all other fees charged hereunder, collectively.

Section 1.2. Association shall mean and refer to Horal Cove Owners Association, Inc., a Texas nonprofit corporation, as well as its successors, assigns, or replacements, which has jurisdiction over all properties encumbered under this Declaration, as same may be amended from time to time if/when additional property is annexed into the Subdivision.

Section 1.3. Common Area shall mean all real property (including the improvements thereto) within the Subdivision leased, owned and/or maintained by Declarant to be conveyed by deed or easement to the Association. The term shall include, but not be limited to roads, parks, playgrounds,

open spaces, greenbelt areas and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use.

Section 1.4. Control Transfer Date shall mean that point in time when the Declarant, at its sole option, shall cause an instrument transferring control to the Association to be recorded in the Official Public Records of Real Property of the County.

Section 1.5. County means the county in which the Property is located, whether one or more.

Section 1.6. Declarant shall mean and refer to the entity noted in the first paragraph herein, as well as/or its successors and assigns, as the case may be.

Section 1.7. Documents mean the Declaration, Bylaws, the Association's Certificate of Formation, any and all rules, regulations and guidelines governing the Property, any and all recorded plats of the Property, and any and all amendments or supplements to the foregoing.

Section 1.8. Dwelling shall mean and refer to a structure intended for single family or duplex residential use.

Section 1.9. Lien means the lien created for the benefit of the Association by Section 4.4 herein.

Section 1.10. Lot shall mean and refer to any parcel(s) of land within the Property as defined by the recorded plat and/or any replat thereof as one lot in the Official Public Records of Real Property of the County, and encumbered by this Declaration.

Section 1.11. Member shall mean and refer to an Owner. An Owner is automatically a member of the Association.

Section 1.12. Owner shall mean and refer to Declarant and any other person(s) holding a recorded fee simple interest in any portion of the Property. This term includes contract sellers, but excludes those leasing from record holders of fee simple title to a Lot(s) or those having an interest merely as security for performance of an obligation.

Section 1.13. Plat shall mean and refer to any plat or replat of the Property, and any amendment or supplement thereto, including the plat detailed on Exhibit A attached hereto and incorporated herein for all purposes.

Section 1.14. Property shall mean and refer to the property described on Exhibit A attached hereto and incorporated herein for all purposes, and all other property subject to this Declaration as same may be amended and/or supplemented from time to time as additional property is annexed into the Subdivision.

Section 1.15. Resident shall mean and refer to all persons residing on a Lot, regardless of whether the person owns the Lot. These terms include but are not limited to: (a) Owners; (b) Owners' family members who reside on a Lot; (c) tenants of a Lot; and (d) tenants' family members who reside on a Lot.

Section 1.16. Self-Help Remedy and/or Self-Help means the ability to enter upon a Lot to remedy the violation.

Section 1.17. Subdivision shall mean and refer to the Property.

Section 1.18. Vehicles shall mean and refer to motor vehicles, commercial vehicles bearing commercial insignia or names, recreational vehicles, wrecked, abandoned, junked or inoperable vehicles, boats, trailers, tents, equipment, machinery and mobile homes, collectively.

## ARTICLE II. DEVELOPMENT OF THE PROPERTY

Section 2.1 Property Initially Encumbered. The Property is hereby encumbered by this Declaration. Subject to the limitations set forth therein, the Plat dedicates for use the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein and/or shown on the Plat and all recorded re-plats and/or amendments of the Plat shall be construed as being included in each contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying any part of the Property, whether specifically referred to therein or not. Up to 100 Lots may be created and made subject to this Declaration.

Section 2.2 Annexation. For fifty (50) years following the execution of this Declaration, Declarant has the right to annex any additional property into the Property without the joinder of any other Owners or Members (except the Owner of the property to be annexed, if not Declarant). Upon the earlier of the Declarant's sale of all platted Lots or the expiration of the Declarant's exclusive right to annex, the Association shall have the right to annex any additional property to the Property with the approval of two-thirds (2/3) of the outstanding votes of the Members.

Upon annexation, this Declaration and all conditions, covenants, restrictions, obligations, liens, assessments, charges and easements set forth herein shall apply to the additional property, and the Owners of any portion of the additional property shall be Members of the Association.

Annexation of additional property shall be accomplished by the execution and filing for record of an annexation document in the Official Public Records of Real Property of the County, which contains: (i) a reference to this Declaration, including the recording informing (i.e., the volume and page numbers wherein this Declaration is recorded or document number under which this Declaration is recorded); (ii) a statement that the provisions of this Declaration shall apply to the annexed property; and (iii) a legal description of the annexed property.

Section 2.3 De-Annexation. Until Declarant the Control Transfer Date, the Declarant has the right to de-annex any property from the Property without the joinder of any other Owners or Members (except the Owner of the property to be de-annexed, if not the Declarant).

## ARTICLE III. USE RESTRICTIONS

Section 3.1 Uses Permitted. All Lots within the Subdivision shall be used only for residential purposes. No more than one (1) Dwelling shall be constructed on each Lot which may not exceed two (2) stories in height or the maximum height as allowed by law. Trailers, mobile homes, manufactured homes, pre-fabricated homes, log homes, and old or used homes that have previously been constructed on property other than the Lot are prohibited from being placed on any Lot. No Lot may be used for churches, condominiums, garage apartments, or apartment houses. Except for replats undertaken by Declarant, none of the lots shall be subdivided into smaller lots.

Section 3.2 Non-Permitted Uses.

a. Business or Commercial Enterprises. No business or commercial enterprise shall be operated from or on any Lot, unless: (a) the existence and operation of the business or commercial enterprise is in no way evident or detectable from outside the Dwelling; (b) the business or commercial enterprise does not involve visitation to the Dwelling by clients, customers, suppliers or other business invitees or door-to-door solicitation of Residents; and (c) the business or commercial enterprise is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents as may be determined in the sole discretion of the Declarant or by vote of the Members. A day care business, home day care facility, nursing home, church, preschool, nursery, beauty parlor, barber shop and other similar facilities are expressly prohibited on a Lot. Neither the leasing of a Lot and/or Dwelling, nor the operation of a leasing office servicing Lots in the Subdivision shall constitute a business or commercial enterprise within the meaning of this subsection.

b. Animals and/or Plants. Whether or not for profit, livestock, animals (domestic and wild), and/or crops shall not be raised, bred, grown or kept on any Lot. Animals, including but not limited to domestic household pets, shall not be raised, bred, grown or kept on any Lot for a commercial purpose.

c. Mineral Development. No part of the Property shall be used for mining, drilling, quarrying, exploring or boring for or removing oil, gas, water, rocks, stones, gravel, sand, earth, or any other minerals or hydrocarbons. Nonetheless, the Declarant and/or the Association are permitted to drill water wells on any part of the Property. Furthermore, nothing in this Section shall prevent the Declarant and/or the Association from leasing any part of the Property for oil, gas and mineral development, it being contemplated that parts of the Property may be developed from adjacent lands by directional drilling operations or from the Drill Sites designated on the Plat.

d. Hazardous Activities. No hazardous or unsafe activity or structure shall be permitted on the Property. Such prohibited activity includes but is not limited to the following: (1) unlawfully discharging a firearm, weapon, projectile or fireworks; (2) lighting an open fire (except within interior fireplaces, exterior fire pits, or in contained barbecue pits for cooking purposes); (3) burning materials; and (4) installing or keeping a butane, propane or other combustible fuel tank or container except for portable tanks used solely in connection with fueling a barbecue pit or portable tool or installed in a vehicle or boat.

Section 3.3 Notices and Easements.

a. General. As long as the Declarant owns any of the Property, there are reserved to the Declarant, the Association and the designees of each (which may include without limitation governmental entities and utility providers), access and maintenance easements across, over and under all of the Property as are reasonably necessary for any lawful purpose that is consistent with the on-going development and maintenance of the Subdivision. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the Property, except as may be approved by the Declarant or a vote of the Members.

b. Easements. The Declarant and the Association reserve for themselves and their duly authorized agents, representatives and employees, designees, successors, assignees, licensees and mortgagees the non-exclusive right and easement, but not the obligation, to enter upon the Common Area for any lawful purpose that is consistent with the on-going development and maintenance of the Subdivision.

The Declarant's rights and easements hereunder shall be transferred to the Association at such time as the Declarant shall cease to own any portion of the Property subject to the Declaration, or such earlier time as Declarant may decide, in its sole discretion, to transfer such rights by a written instrument. The Declarant, the Association and their designees shall have an access easement over and across any portion of the Property abutting or containing any portion of any of the Common Area to the extent reasonably necessary to exercise their rights and responsibilities under this Declaration.

Declarant reserves for public use the easements and rights-of-way shown on the recorded plat for the Subdivision for the purpose of constructing, maintaining, repairing and/or replacing any system(s) of electric lighting, electric power, telegraph and telephone line(s), gas, sanitary sewer, cable television line(s), or any other utility Declarant sees fit to install in, across and/or under any lots comprising the Subdivision, including storm sewers, drainage channels, or drainage rights-of-way.

c. Easements to Serve Additional Property. The Declarant and the Association reserve for themselves and their duly authorized agents, representatives and employees, designees, successors, assignees, licensees and mortgagees an easement over the Common Area for the purposes of enjoyment, use, access and development of any annexed property, whether or not such Property is made subject to the Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for tying in and installation of utilities on any annexed property.

The Declarant agrees that if an easement is exercised for permanent access to any annexed property and such property or any portion thereof is not made subject to the Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance to any access roadway serving such property. Such agreement shall provide for sharing of costs based on the ratio that the number of Dwellings or buildings on that portion of the property that is served by the easement and is not made subject to this Declaration bears to the total number of Dwellings and buildings within the Property.

Section 3.4 Setbacks. The location of all Dwellings and improvements shall comply with the minimum setbacks shown on the recorded plat for the applicable Lot. For purposes of this section, caves, steps and porches (open and covered) will not be considered as part of a Dwelling or improvement. However, this section shall not be construed to permit any portion of any Dwelling or improvement to encroach on another Lot or any part of the Common Area.

Section 3.5 Construction and Building Materials. After initial construction of a Dwelling is complete, no building material of any kind or character shall be placed or stored upon a Lot where visible from the street or any Common Area. All external alterations shall be subject to the prior approval of the Association as to color, design, materials and location.

Section 3.6 Window Coverings. Owners shall install window coverings that are in keeping with the aesthetics of the Subdivision within three (3) months of occupying a Dwelling. Such window coverings must be a neutral color (e.g., tan, beige, white, gray). In no event shall Owners have burglar bars on any window. After occupying a Dwelling for three (3) months, Owners shall not have any temporary or disposable coverings on the windows, including but not limited to foil, paper, plastic, cardboard or other window coverings that are not made for the express purpose of covering a window.

Section 3.7 Excavation. The digging and removal of any dirt from any Lot is expressly prohibited, except as may be necessary for construction of a Dwelling or landscaping on such Lot.

Section 3.8 Tree Removal. This Section only applies once an Owner has occupied a Dwelling on Lot. If a tree on the Property is greater than three inches (3") in caliper, measured at a point six inches (6") above grade, it shall not be removed. Nonetheless, a tree of this size may be removed if: (i) it is diseased; (ii) it is dead; (iii) it is unsafe; (iv) it needs to be removed to promote the growth of other trees; or (v) the Association has approved removal of the tree.

Section 3.9 Drainage. All Lots shall have grading and drainage systems thereon, which prevent runoff of precipitation, irrigation or any other water to cause undue erosion of any Lot. An Owner who fails to comply with this section, and thus causes such undue erosion shall be liable for all damages caused by such undue erosion. All grading and drainage systems shall be in compliance with all codes, ordinances, regulations and/or specifications of the local, state and federal government.

Section 3.10 Temporary Structures. No temporary structure, including but not limited to tents, garages, barns, sheds, greenhouses, gazebos, trellises and play houses, shall be installed, constructed, placed, or kept on any Lot without the prior approval of the Association. Nonetheless, temporary structures, which are necessary for storing tools and equipment or for office space for architects, builders and foremen during construction of a Dwelling or an improvement, may be kept on a Lot, so long as the nature, size, duration and location of the structure are approved by the Declarant or the Association.

Section 3.11 Walls, Fences, and Monuments. Except as expressly provided otherwise herein, any fence or wall must be constructed of masonry brick, wood or other material approved by the Association. No fence or wall shall be permitted to extend nearer to any street than the front

building line of any Dwelling without the approval of the Association. Fences or walls erected by the Declarant shall become the property of the Owner of the Lot on which the same are erected and, as such, shall be maintained and repaired by such Owner. No portion of any fence shall extend greater than eight feet (8') in height

Owners shall maintain, repair and/or replace all walls and fences located on their Lot(s). Replacement walls and fences shall be of a material and design approved by the Association or as originally constructed (if a fence existed at the time of transfer from the Declarant to the Owner). The maintenance, repair and reconstruction of any portion of a fence and/or wall which lies between Lots shall be the joint responsibility of the Owners on whose property the fence lies between. The Association has the right, but not the obligation, to maintain, repair and/or replace fences and walls located within the Subdivision.

Section 3.12 Nuisances. Except during initial construction of a Dwelling, nothing that will cause any part of the Property to appear unclean or untidy or that will be visibly obnoxious shall be stored on any part of the Property. No substance, thing, animal or material shall be kept on any part of the Property if it emits foul or obnoxious odors or causes any noise or other condition(s) that will or might disrupt the peace, quiet and/or safety of Residents. No noxious, illegal or offensive activity shall be carried on upon any part of the Property. Without limitation, the unlawful discharge and/or use of firearms on any part of the Property is expressly prohibited. No activity that will or might become an annoyance or nuisance to Residents shall be carried on upon any part of the Property. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.13 Garbage and Trash Disposal. No litter, trash, refuse, manure and other waste shall be placed, dumped or permitted to accumulate on any Lot. No odors shall be permitted to arise from any litter, trash, refuse, manure or other waste. Each Lot shall be kept so that it is not unsanitary, unsightly, offensive or detrimental to any Lot or any Resident.

Section 3.14 Garages. All garages shall have an operable overhead door, which is maintained. No garage shall be used for habitation. All garage doors shall be closed at all times except as may be necessary for the entry and exit of vehicles and persons.

Section 3.15 Sidewalks and Driveways. All sidewalks and driveways shall be in compliance with all codes, ordinances, regulations and/or specifications of the city in which the Property is located and the County. All sidewalks and driveways shall be made of concrete, be left their natural color, and not be stained or painted. All Owners are required to maintain the driveways and sidewalks on their Lot(s) so that they are in good repair, safe and neat.

Section 3.16 Vehicles and Parking. The following shall not be kept, parked, stored, or maintained on any part of any Lot, except during the initial construction of a Dwelling, or within an enclosed structure (e.g., a garage) or in another area that is not visible from any other Lot or any part of the Common Area:

- 1) Commercial vehicles bearing commercial insignia or names;
- 2) Recreational vehicles;

- 3) Wrecked, abandoned, junked or inoperable vehicles;
- 4) Boats;
- 5) Marine craft;
- 6) Hovercraft;
- 7) Aircraft,
- 8) Trailers;
- 9) Tents;
- 10) Equipment;
- 11) Machinery;
- 12) Mobile homes;
- 13) Four wheelers;
- 14) Mules; and
- 15) Accessories, parts or other objects used in connection with any of the foregoing.

A Vehicle is deemed to be "stored" on any part of a Lot if it is parked on the Lot for more than three (3) consecutive days.

Notwithstanding the foregoing, passenger vehicles may be parked in the driveway of a Lot, so long as said vehicles are operable, have up-to-date vehicle registration and inspection stickers, and are used daily by a Resident of the Lot. Furthermore, commercial vehicles bearing commercial insignia or names may be parked within view of another Lot or any part of the Common Area so long as said vehicles are smaller than one ton and either: (a) a Resident's primary means of transportation; or (b) parked temporarily for the purpose of serving a Lot.

Notwithstanding the foregoing, all Vehicles are prohibited from being parked on any part of a sidewalk or yard, and no more than three (3) Vehicles shall be parked in a driveway at one time. Furthermore, no Vehicle shall be routinely parked in the streets.

Both the Declarant and Association may use the Self-Help Remedy for a violation of this Subsection including towing.

Section 3.17 Signs. Without the prior written consent of the Association, signs of any kind shall not be placed, installed or painted on or attached to any part of a Lot, Dwelling and/or other improvements thereon so that they are within view of another Lot or any part of the Common Area. Nonetheless:

- a. Owners are permitted to place the following signs on their Lots provided that each sign is not larger than two feet by three feet (2' x 3'):
  - i. One (1) "For Sale" or "For Lease" sign to advertise that the particular Lot is for sale or lease, so long as the sign is fastened only to a stake in the yard of the Lot, extends not more than three feet (3') above the surface of the Lot, and does not reference bankruptcy, distressed nature of the sale, lease or foreclosure;
  - ii. School spirit signs containing information about a child or children residing in the Dwelling and the school they attend, so long as the sign(s)

is/are fastened only to a stake in the ground. There shall be no more than one (1) sign for each child under the age of nineteen (19) residing in the Dwelling;

- iii. Two (2) political signs to advocate the election of political candidate(s) or the support of a political issue, proposal or party, so long as the sign(s) is/are fastened only to a stake in the ground, and is/are not placed upon the Lot for more than ninety (90) days prior to the election and is/are removed within ten (10) days of the election; and
  - iv. One (1) sign for each Lot and/or one (1) sticker per side of the Dwelling provided to an Owner by a commercial security or alarm company providing service to the Dwelling. Such sign may not be larger than eight inches by eight inches (8" x 8") and may be fastened only to a stake in the ground. Such a sticker may not be larger than four inches by four inches (4" x 4");
- b. The Declarant is permitted to place signs on the Property to advertise the Lots while the Property is being developed, constructed and sold.
  - c. Signs which include any of the components or characteristics described in Texas Elections Code §259.002(d) are prohibited.

Section 3.18 Domestic Household Pets. No animals, livestock, poultry or crops of any kind shall be raised, bred or kept on any Lot except for a reasonable amount of cats, dogs, or other generally recognized household pets, provided that they are not kept, bred or maintained for any commercial purposes.

Section 3.19 Maintenance and Repairs

- a. General. All Owners are obligated to and shall, at their sole cost and expense, maintain and keep in good repair his or her/their Lot(s), including but not limited to the Dwelling, all other structures and improvements, the driveway, the sidewalk, the fences, and the yard thereon. All maintenance and repairs must be performed in a timely manner. The Association, in its sole discretion, shall determine whether of a violation of the maintenance obligations set forth in this Section have occurred. If the Association or a governmental entity does not provide for garbage or other waste collection, each Owner shall contract with an independent collection service for the purpose of disposing of litter, trash, refuse, manure and other waste.
- b. Landscaping. Whether or not visible to any other Lot or from any part of the Common Area, all trees, shrubs, grass, plantings and vegetation on any part of a Lot (including but not limited to the yard behind the Dwelling) must be kept free from disease, regularly watered, mowed, trimmed, cultivated, pruned and free of weeds. All dead trees, shrubs, grass, plantings and vegetation must be promptly removed from the Lot.

Any unpaved part of the Lot that is visible to any other Lot or from any part of the Common Area (including but not limited to the yard behind the Dwelling) must be landscaped. The Association must approve landscaping plans before landscaping is installed. All Dwellings must have completed landscaping, which has been approved in writing by the Association, within ninety (90) days of completion of construction. Any area designated still in its natural state shall be considered landscaped.

**Notwithstanding the Self-Help Remedy, upon a Resident's failure to maintain the Resident's lawn to a reasonable standard as set forth herein, after the Association has sent the Owner written notice in compliance with applicable law, if any requesting the performance of such maintenance, the Association or its agents may elect to enter to enter the Owner's Lot to perform such maintenance. The Owner shall be assessed the cost of the maintenance by the Association, and such cost shall be added to the Owner's account.**

- c. Exterior. Paint on Dwellings, structures and other improvements on Lots must not be faded, cracked, chipped or otherwise damaged. Exterior lighting on Lots must be kept in working order and dead bulbs must be promptly replaced. Exterior damages to any part of the Lot must be promptly repaired.

Both the Declarant and Association may use the Self-Help Remedy for a violation of this Subsection.

Section 3.20 Hazardous Substances. No Hazardous Substance shall be brought onto, installed, used, stored, treated, buried, disposed of or transported over the Lots or the Subdivision, and all activities on the Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" as used in this paragraph means any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" as used in this paragraph includes, but is not limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§1251 et seq. and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

Section 3.21 Air Conditioning Units. Air conditioning units shall not be installed, placed or attached on or to the ground in front of any Dwelling or on the roof of any Dwelling. Window or wall type air conditioning units or evaporative coolers shall not be installed, placed or attached on/to any front wall or front window of a Dwelling. Window or wall type air conditioning units or evaporative coolers may be installed, placed or attached on/to side windows or a window that is screened by a fence. Notwithstanding the foregoing, air conditioning units (including but not limited

to window and wall type units and evaporative coolers) shall not be installed, placed or attached in a location that is visible to any other Lot or from any other part of the Common Area.

Section 3.22 Enforcement of Restrictions.

- a. Authority. The Association, the Declarant, and any Owner, as specified, shall have the authority, but not the obligation, to enforce the restrictions set forth anywhere in this Declaration by any means available. An Owner may enforce a provision of this Article III only by suit, but may not enforce the same through any other remedy set forth herein. None of the Association, the Declarant, or an Owner shall be held liable for not enforcing a restriction set forth herein.
- b. Liability of Owners. All Owners are required to comply with all provisions of the Documents. All Owners are liable to the Association for violations of the Documents by the Owner, Residents of the Owner's Lot, guests, employees, agents or invitees of the Owner or a Resident of the Owner's Lot.
- c. Remedies. If a Resident or a Resident's guest, employee, agent or invitee fails to comply with a provision of any of the Documents, the following remedies exist:
  - i. Lawsuit. The Declarant and the Association each has authority (but no obligation) to bring an action against the Owner who is liable, at law or in equity, to recover sums due, for damages, for injunctive relief and/or for any other remedy available.
  - ii. Reasonable Fines. The Members (by affirmative vote) has authority (but no obligation) to assess and charge the Owner who is liable with a reasonable fine, so long as the Association complies with Chapter 209 of the Texas Property Code or its successor statute. Said fines shall be a personal obligation of the Owner of the Lot at the time when fine is assessed, a charge on the Lot, shall be a continuing Lien upon the Lot and may be enforced as provided in Section 4.9 herein.
  - iii. Self-Help Remedy. Before the Control Transfer Date, the Declarant and/or its agents/representatives have authority (but no obligation) to enter upon a Lot to remedy a maintenance, construction, or other obligation set forth in this Article which is reasonably curable by exercising the Self-Help Remedy, so long as the Owner was provided a notice and/or cure period consistent with applicable law, if any. The Declarant and its agents/representatives shall not be subject to any liability for trespass, other tort or damages in connection with or arising from exercise of this remedy.
  - iv. Other. Those other remedies specifically enumerated in this Declaration.
- d. Costs and Attorneys' Fees. Owners are liable for, and the Association is entitled to, reasonable costs and attorneys' fees incurred by the Declarant and/or the Association in

obtaining compliance with the Documents, whether or not a lawsuit is filed, a fine is imposed or the Self-Help Remedy is exercised. All costs and attorneys' fees incurred by the Declarant and/or the Association in exercising any of the remedies set forth in this Section shall be a personal obligation of the Owner of the Lot at the time when the costs or attorneys' fees were incurred. a charge on the Lot, shall be a continuing Lien upon the Lot and may be enforced as provided in Section 4.9 herein.

Section 3.23 No Warranty of Enforceability. The Declarant has no reason to believe that any of the restrictions set forth in this Article or any other provisions of the Declaration are or may be invalid or unenforceable. Nonetheless, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictions and provisions. All Owners purchasing a Lot in reliance on the restrictions and provisions herein shall assume all risks of the validity and enforceability thereof and, by purchasing the Lot, agree to hold Declarant harmless there from.

Section 3.24 Applicable Law. All building and construction within the Subdivision must comply with any applicable laws and ordinances.

#### **ARTICLE IV. THE ASSOCIATION**

##### **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1 Membership. All Owners are automatically Members of the Association. Membership in the Association is mandatory. Membership is appurtenant to and runs with ownership of the Lot that qualifies the Owner for membership. Membership is not severable from title to the Lot, and thus cannot be transferred, assigned, pledged, mortgaged, or alienated without title to the Lot.

Section 4.2 Voting Rights. The Association shall have two (2) classes of membership being more fully described in the Bylaws of the Association.

##### **ASSESSMENTS**

Section 4.3 Duty of the Association. The Association is charged with the duty to levy and collect Assessments as provided here.

Section 4.4 Creation of the Lien. By acceptance of a deed to a Lot, each Owner is deemed to have covenanted and agreed to pay to the Association: (a) Annual Assessments; (b) Special Assessments; and (c) any and all other fees assessed hereunder. Such Assessments, together with attorney's fees, costs of collection, court costs, late fees and interest shall constitute a continuing Lien upon the Lot covered by such unpaid Assessment, and such Lien shall be for the benefit of the Association.

The Association need not take any action to create or perfect the Lien. However, the Association may execute and record a "Notice of Assessment Lien" in the Official Public Records of Real Property of the County in order to provide further notice of the Lien. The validity,

enforceability or priority of the Lien shall not in any way be affected if the Association does not execute and record a Notice of Assessment Lien.

Section 4.5 Personal Obligation of Assessments. Each Assessment, together with attorney's fees, costs of collection, court costs, late fees and interest, shall be the personal obligation of the Owner of the Lot at the time when the Assessment became due. An Owner cannot exempt himself/herself from liability for the Assessments. An Owner's personal obligation for delinquent Assessments shall not pass to his or her successors in title, unless expressly assumed by his or her successors in title. Nonetheless, the Lien shall continue and may be enforced against the Lot.

Section 4.6 Purpose of Assessments. Assessments levied by the Association shall be used for any and all legal purposes so long as they are used for the benefit of the Members, including, but not limited to, promoting the recreation, health, safety and welfare of the Residents and for improvement, maintenance and/or repair of the Common Area.

Even if a private street and road, park, setback, easement and/or street light is not part of the Common Area, the Association may use Assessments to improve, maintain and/or repair these areas if, in the Association's opinion such improvement, maintenance or repair will benefit the Members. A majority of the Association must vote in favor of such improvement, maintenance and/or repair.

Section 4.7 Annual Assessments. The Property is subject to Annual Assessments as provided herein.

a. Amount. The Annual Assessment amount shall be set by the Association Unless approved by a vote of the Members, the Annual Assessments shall not be increased more than one time in a calendar year and any increase shall not apply retroactively.

Notwithstanding anything herein to the contrary, the Declarant will never be required to pay Assessments for any Lots it may own. However, at its election, by September 1 of each year before the Control Transfer Date, the Declarant may, but is not required to, elect in writing whether to subsidize the approved budget for the following year by advancing to the Association either: (i) the difference between the total amount of the approved budget for the following year less that total amount due by Class A Members; or (ii) Assessments at the rate of fifty percent (50%) of the amount assessed Class A Members for each Lot owned. Any such advance may be evidenced by a promissory note from the Association made payable to the Declarant on terms acceptable to Declarant, in its sole discretion.

b. Billing Cycle and Due Date. Initially, the Annual Assessment is to be billed quarterly. Initial quarterly payments shall be due on January 1, April 1, July 1 and October 1 of the first billing year. The Members may determine whether the Annual Assessment is to be billed annually, semi-annually, quarterly, or monthly. Depending on the billing cycle, due dates are as follows:

Annually	full amount on January 1
Semi-Annually	1/2 on January 1 and July 1
Quarterly	1/4 on January 1, April 1, July 1 and October 1

Monthly	1/12 on day 1 of each month
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If a payment is not paid in full by the due date, it shall be considered delinquent.

Section 4.8 Special Assessments. In addition to the Annual Assessments, the Members may equitably levy a "Special Assessment," herein so called, for a specific year to defray in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area or any unusual, infrequent expense benefiting the Association, provided that, before the Control Transfer Date, any such assessment must be approved by the Declarant. Special Assessments shall be due and payable as set forth in the resolution authorizing such Special Assessment.

Section 4.9 Effect of Non-Payment of Assessments and Remedies. If an Owner becomes delinquent on any quarterly, semi-annual, or monthly payment of the Annual Assessment, the Association may accelerate the rest of the Annual Assessment and make the same due and payable in full upon such delinquency. Such accelerated amount shall be part of the delinquent Assessment. Any delinquent Assessment shall begin bearing interest from the due date at the lesser of: (a) the rate of eighteen percent (18%) per annum; or (b) the maximum interest rate allowed by law. Any delinquent Assessment shall also be subject to an administrative late fee if the Association so determines that such a late fee shall apply to all Lots. If any Assessment is not paid in full when due, the Lien shall secure the Assessment due, together with attorney's fees, costs of collection, court costs, late fees and interest.

In order to collect unpaid Assessments, attorney's fees, costs of collection, court costs, late fees and/or interest, the Association may bring a lawsuit against the Owner personally obligated to pay any unpaid Assessment and/or to foreclose the Lien. The Association has the right to foreclose a Lien judicially or non-judicially. Costs of foreclosure may be added to the amount owed by the Owner to the Association. Nothing herein prohibits the Association from: (a) bringing a lawsuit to recover a money judgment for sums secured by the Lien; or (b) obtaining a deed in lieu of foreclosure.

If the Association forecloses a Lien non-judicially, such foreclosure must be conducted like a sale of real property under a power of sale conferred by a deed of trust or contractual lien in accordance with Texas Property Code Section 51.002 (or any amendments or successor statutes). Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association a power of sale to enforce the Lien. The Association is authorized to appoint a trustee to exercise the Association's power of sale. Said trustee shall not incur any personal liability except for his or her own willful misconduct.

At a foreclosure sale of a Lot (whether judicial or non-judicial), the Association may bid on and purchase the Lot with the Association's funds. If the Association purchases a Lot at a sale, during the time of the Association's ownership: (1) the Association shall not have a right to exercise a vote as the Owner of the Lot; and (2) Assessments shall not be levied on the Lot.

Following foreclosure of a Lot, Residents of the Lot shall be deemed tenants-at-sufferance, and the Association is authorized to evict the Residents and take possession of the Lot in accordance with the law.

Section 4.10 Subordination of the Lien. The Lien shall be subordinate to the liens of any valid first lien mortgage or deed of trust secured by such Lot and to the lien of any taxing authority. Nonetheless, the sale or transfer of any Lot pursuant to a decree of foreclosure or other proceeding in lieu of foreclosure shall not impair the enforceability or priority of the Lien against such Lot.

Section 4.11 Working Capital Fees. If the Declarant elects to implement a working capital fee, then upon any transfer of a Lot from a homeowner (other than the Declarant) to a buyer, the buyer will pay to the Association a working capital fee in an amount to be determined by the Association each year, which may be used to build the Association's reserve fund, or for any other purpose the Association deems appropriate. The working capital fee will be in addition to, not in lieu of, any other assessments levied in accordance with this Declaration and will not be considered an advance payment of such assessments. Each such fee, if unpaid, shall be collectible as an assessment hereunder. The working capital fee will be due and payable to the Association immediately upon each transfer of title to the Lot as described above. The Declarant (and, after the Control Transfer Date, the Association) has the power to waive the payment of any particular working capital fee attributable to a Lot or in general, in its sole discretion.

## ARTICLE V. MODIFICATIONS

Section 5.1 Modifications. No building, structure, improvement, modification or addition of any character shall be constructed, placed, erected, added to or altered on any Lot until the building/construction plans and specifications, including but not limited to a site plan and exterior plan, have been submitted to and approved in writing by the Association as hereinafter provided. The Association shall also need to approve all building materials and paint colors that have not been approved in advance by the Association. All plans and specifications must be submitted by mailing them to the Association prior to commencing the construction, placement, erection, addition or alteration of any building, structure, improvement, modification or addition on a Lot. If the Association fails to approve the plans and specifications within thirty (30) days after receipt thereof, the plans and specifications shall be deemed approved.

Section 5.2 Variances. If not expressly prohibited by the Declaration, the Association may grant variances from compliance with any of the restrictions or guidelines set forth in the Declaration when, in the opinion of the Association, such variance will enhance the overall development plan for the Subdivision and is justified due to unusual or aesthetic circumstances and when the Association approves such variance. The Association's granting of a variance does not obligate the Association to approve a similar variance in the future. The Association's granting of a variance shall not be relied on as precedent in requesting or assuming a variance applies to any other matter of enforcement of any provision of this Declaration. The Association's grant or denial of a variance is based on each case's unique circumstance, and the Association is not required to duplicate its action if requested by another Owner.

Section 5.3 Safety. In no circumstance does the Association review the structural safety, engineering soundness, or compliance with building code or any other codes of plans and specifications for a building, structure, improvement, modification or alteration. The Association's approval of plans and specifications shall not be deemed a representation as to or responsibility for the structural safety, engineering soundness, or compliance with building code or any other codes of a building, structure, improvement, modification or alteration.

Section 5.4 Authority. The Association is hereby authorized, but not obligated, to do the following:

- 1) To adopt procedural and substantive rules and architectural guidelines, which do not conflict with the Declaration, as it may deem necessary or proper for the performance of its duties. Said rules and guidelines shall be available for inspection at the Association's office during normal business hours upon request;
- 2) To retain an architect and/or engineer to review plans and specifications and render an opinion to the Association if the Association determines, in its sole discretion, that the complexity of the request so warrants an architect and/or engineer. The costs of an architect and/or engineer shall be paid by the Owner who submits the request, and said costs shall be added to the Owner's Assessment account and secured by the Lien;
- 3) To require a reasonable submission fee for each application submitted to the Association for review;
- 4) To enter any Lot to determine whether the Declaration are being violated if the Association has reasonable cause to believe such a violation exists. In so doing, the Association and its agents shall not be subject to any liability for trespass, damage or injury to property, other tort or damages in connection with or arising from such entry;
- 5) To require any Owner, including any Owner's agents or contractors, to cease and desist construction, placement, erection, or alteration of any building, structure, improvement, modification or addition on any Lot if plans and specifications for said building, structure, improvement, modification or addition have not been reviewed and approved by the Association. All violations must be cured by bringing the Lot to its original condition and must be done at the Owner's sole expense;
- 6) To assess a fine against an Owner who proceeds with construction, placement, erection, or alteration of any building, structure, improvement, modification or addition on any Lot if plans and specifications for said building, structure, improvement, modification or addition have not been reviewed and approved by the Association and violate the Declaration;
- 7) To set reasonable deadlines, in the Association's discretion, for commencing and completing construction, placement, erection, or alteration of any building, structure, improvement, modification or addition on any Lot. An Owner's plans and specifications shall be deemed disapproved if: (a) construction does not commence prior to or on the

designated commencement date; (b) construction is not completed prior to or on the designated completion date.

#### ARTICLE VI. PROPERTY

Section 6.1 Purposes of the Property. Owners of Lots within the Subdivision are advised that the Property is only platted for residential housing purposes. Owners of the Property hereby acknowledge that: (1) the Association, its directors, officers, managers, agents and/or employees, as well as the Declarant, its successors(s) and/or assign(s) have not made any representations or warranties; and (2) no Owner, occupant, tenant, guest and/or invitee has relied upon any representation or warranties, express or implied, regarding any future use or change in use of the Property.

Section 6.2 Easements and Drainage Right-of-Way Release and Indemnity. **FOR PURPOSES OF THIS SECTION, ALL EASEMENTS ON THE PLAT ARE REFERRED TO AS THE "EASEMENTS."**

**OWNERS HEREBY AGREE TO HOLD HARMLESS AND FULLY RELEASE THE DECLARANT AND THE ASSOCIATION, ALONG WITH ALL OF THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, HEIRS, OFFICERS, DIRECTORS, PARTNERS, AFFILIATES, PREDECESSORS, SUBSIDIARIES, PARENTS, EXECUTORS, AGENTS, ATTORNEYS, SUCCESSORS, ASSIGNS, AND THOSE IN PRIVITY WITH THEM, FROM ANY AND ALL CLAIMS, OBLIGATIONS, COUNTERCLAIMS, OFFSETS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES AND LIABILITIES, OF ANY KIND, NATURE, CHARACTER AND DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT, CONTRACT OR UNDER OTHER APPLICABLE LAW, WHETHER KNOWN OR UNKNOWN, AND WHETHER ANTICIPATED OR UNANTICIPATED, WHICH THE OWNERS HAD, NOW HAVE OR MAY EVER HAVE, DIRECTLY OR INDIRECTLY, ARISING OUT OF, RELATING TO, OR WITH RESPECT TO THE EASEMENTS.**

**OWNERS ALSO AGREE TO FULLY AND COMPLETELY INDEMNIFY, DEFEND, AND HOLD HARMLESS DECLARANT AND THE ASSOCIATION, ALONG WITH ALL OF THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, HEIRS, OFFICERS, DIRECTORS, PARTNERS, AFFILIATES, PREDECESSORS, SUBSIDIARIES, PARENTS, EXECUTORS, AGENTS, ATTORNEYS, SUCCESSORS, AND ASSIGNS FOR ANY: (1) BREACH OF THE FOREGOING RELEASE; AND/OR (2) CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THE EASEMENTS MADE BY ANY OCCUPANT OF A DWELLING IN THE PROPERTY, TENANT OF A DWELLING IN THE PROPERTY, OWNER, GUEST, LICENSEE, OR INVITEE.**

#### ARTICLE VII. COMMON AREA

Section 7.1 Maintenance and Control. Subject to the rights of the Owners that are set forth in the Declaration, the Association shall have the exclusive responsibility and obligation of maintaining, managing and controlling the Common Area. The Association shall keep the Common Area in a

good, clean, sanitary and attractive condition. The Association must accept any conveyance of a Common Area from the Declarant.

Section 7.2 Restrictions Regarding the Common Area.

- a. Owners are prohibited from in any way altering, modifying, adding to or otherwise performing any work upon the Common Area.
- b. Owners are prohibited from appropriating any portion of the Common Area for their own exclusive use.
- c. No part of the Common Area shall be used, occupied, improved, altered or modified, unless such use, occupancy, improvement, alteration or modification has been approved by two-thirds (2/3) of the outstanding votes of the Members. Nonetheless, until the earlier of fifty (50) years from the date this Declaration is recorded in the Official Public Records of Real Property of the County or the Declarant has sold all Lots within the Subdivision, the Declarant is authorized to construct improvements within, on and/or to the Common Area without the approval of the Members, the Association or the Association.

Section 7.3 Liability of Owner for Damage. Each Owner is liable to the Association for any and all damages to the Common Area caused by the Owner, Residents of the Owner's Lot and/or guests, employees, agents or invitees of the Owner or a Resident of the Owner's Lot. A liable Owner shall pay the Association the full cost of repairs within thirty (30) days of the repairs. If the liable Owner fails to do so, the cost of repairs shall be assessed against the Owner's Lot and secured by the continuing Lien upon the Lot and may be enforced as provided in Section 4.9 herein.

Section 7.4 Condemnation. If any part or all of the Common Area is taken or threatened to be taken by eminent domain, the Association is authorized to participate in the condemnation proceedings. The expense of such participation shall be a common expense to be paid out of Assessments. The Association is authorized to obtain and to pay for the assistance of attorneys, appraisers, architects, engineers, expert witnesses and other persons as it deems necessary or advisable to aid it in the condemnation proceedings. Furthermore, the Association is authorized to determine whether to contest or defend any such proceeding, to settle, or to convey such property in lieu of condemnation. Any and all damages or awards for any such taking shall be deposited with the Association.

## ARTICLE VIII. GENERAL

Section 8.1 Effective Date. The Declaration is effective as of the date it is recorded in the Official Public Records of Real Property of the County.

Section 8.2 Duration. The Declaration, including the conditions, covenants, restrictions, obligations, Liens, assessments, charges and easements set forth herein, shall run for fifty (50) years from the date this Declaration is recorded in the Official Public Records of Real Property of the County. After fifty (50) years from such recordation, the Declaration, including the conditions,

covenants, restrictions, obligations, Liens, assessments, charges and easements set forth herein, shall be automatically extended for successive periods of ten (10) years each, unless amended or terminated as set forth herein.

Section 8.3 Amendment, Modification and Extinguishment.

- a. By the Declarant. The Declarant has the right to unilaterally amend the Declaration at any time before the Control Transfer Date in the Declarant's sole discretion, as necessary for the development of the Property.
- b. By Owners and the Declarant Before the Control Transfer Date. Before the Control Transfer Date, the Declaration may be amended, modified or terminated so long as the amendment, modification or extinguishment has been approved by at least two-thirds (2/3) of the outstanding votes allotted to the Members. For the amendment, modification or termination to be effective, an instrument must be recorded in the Official Public Records of Real Property of the County, which: (i) is executed by the Association's president; (ii) is acknowledged by the Association's secretary; (iii) sets forth the amendment, modification or extinguishment; and (iv) certifies that such amendment, modification or extinguishment has been approved by at least two-thirds (2/3) of the outstanding votes allotted to the Member. Notwithstanding anything herein to the contrary, until the Declarant has sold all of the Lots, the Members cannot amend or modify the Declaration if the amendment or modification will have an adverse effect on Declarant's sale of the remaining Lots, in its sole opinion.
- c. By Owners After the Control Transfer Date. After the Control Transfer Date, the Declaration may be amended, modified or terminated so long as the amendment, modification or extinguishment has been approved by at least two-thirds (2/3) of the outstanding votes allotted to the Members. For the amendment, modification or termination to be effective, an instrument must be recorded in the Official Public Records of Real Property of the County, which: (i) is executed by the Association's president; (ii) is acknowledged by the Association's secretary; (iii) sets forth the amendment, modification or extinguishment; and (iv) certifies that such amendment, modification or extinguishment has been approved by at least two-thirds (2/3) of the outstanding votes allotted to the Members.
- d. Approvals. If required, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, or the Veterans Administration may approve an amendment hereto.

Section 8.4 Notices. Any notice that the Declaration permits or requires to be given shall be in writing and may be delivered by certified mail/return receipt requested or email. Notices shall be deemed to have been delivered properly if sent to an Owner's last known address or email address (if any) that is reflected in the Association's records. If the Association's records do not reflect an Owner's email address, then notice must be delivered by certified mail/return receipt requested.

**If an Owner does not reside on his or her Lot, then he/she shall notify the Association in writing of his or her address at which to send notices within seven (7) days of purchase of the Lot or within seven (7) days of moving from the Lot. An Owner's failure to do so will result in all notices being sent to the address of the Lot, and the Owner will be deemed to have received all notices that were mailed to the address of the Lot.**

Section 8.5 Conflict. In case of a conflict between the Declaration and any other Documents, the Declaration shall control. In the case of a conflict between the Declaration and any federal, state, County or municipal law, ordinance, rule or regulation, the latter shall control.

Section 8.6 Construction of the Declaration.

- a. Severability. The provisions of the Declaration shall be deemed independent and severable. The invalidity (in whole or in part) of any provision of the Declaration will not affect the validity and enforceability of any other provision.
- b. Plural/Singular. Unless the context requires otherwise, the singular shall include the plural and the plural shall include the singular.
- c. Gender. Unless the context requires otherwise, even if a word in the Declaration is in the male or female gender, it shall be applicable to entities and individuals (male and female).
- d. Titles and Captions. All titles and captions used in the Declaration are intended solely for convenience of reference. The titles and captions do not enlarge, limit or otherwise affect the meaning of any term or provision contained in the Declaration.

Section 8.7 Governing Law and Venue. All provisions in the Declaration shall be governed by the laws of the State of Texas. Any and all obligations performable under the Declaration shall be performed in the County. Venue for any and all lawsuits arising in connection with any of the provisions of the Declaration shall be in the County.

Section 8.8 Compliance with Laws. Owners shall comply with all federal, state, County and municipal laws, ordinances, rules and regulations regarding the use, occupancy and condition of their Lots, Dwellings and any improvements thereon. Should any provision of the Declaration be found to be in violation of any law, ordinance, rule or regulation, the provision shall be construed and interpreted so that it is as restrictive as possible so as to preserve as much of the original provision as allowed by law.

Section 8.9 Security. **THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS AND EMPLOYEES, THE DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT AND SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE SUBDIVISION.**

**THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS AND EMPLOYEES, THE DECLARANT AND ANY SUCCESSOR DECLARANT SHALL NOT**

**BE HELD LIABLE FOR ANY LOSS OR DAMAGE DUE TO FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN.**

**ALL OWNERS, ALL RESIDENTS, AND ALL GUESTS, EMPLOYEES, AGENTS AND INVITEES OF ALL RESIDENTS, AS APPLICABLE, HEREBY ACKNOWLEDGE AND UNDERSTAND THE FOLLOWING:**

- 1) THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS AND EMPLOYEES, THE DECLARANT AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT: (A) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE; OR (B) THAT FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.**
- 2) THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS AND EMPLOYEES, THE DECLARANT AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION;**
- 3) THAT EACH OWNER, EACH RESIDENT AND EACH GUEST, EMPLOYEE, AGENT AND INVITEE OF ANY RESIDENT ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLINGS AND TO THE CONTENTS OF DWELLINGS;**
- 4) THAT THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, AGENTS AND EMPLOYEES, THE DECLARANT AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES;**
- 5) THAT EACH OWNER, EACH RESIDENT AND EACH GUEST, EMPLOYEE, AGENT OR INVITEE OF ANY RESIDENT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.**

***[SIGNATURE PAGE TO FOLLOW]***

EXECUTED this 20<sup>th</sup> day of May, 2024.

**DECLARANT:**

RAMSTIN HOMES, LLC.  
a Texas limited liability company

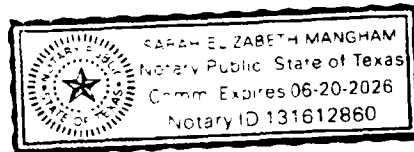
By: \_\_\_\_\_

Name: Ramiro Valadez III

Title: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF Bexar   §

BEFORE ME, the undersigned authority, on this 20<sup>th</sup> day of May, 2024, personally appeared Ramiro Valadez III of RAMSTIN HOMES LLC, a Texas limited liability company, known by 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 and in the capacity therein expressed.



Sarah Elizabeth Mangham  
Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All that certain property depicted and described on that certain Replat and Subdivision Establishing Horal Cove (P.U.D.) recorded on or about January 27, 2023 in Plat Volume 20003, Page 77 of the map or plat records of Bexar County, Texas

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20240093880  
**Recorded Date:** May 24, 2024  
**Recorded Time:** 1:16 PM  
**Total Pages:** 24  
**Total Fees:** \$113.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 5/24/2024 1:16 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk