

**DECLARATION OF DEED RESTRICTIONS – THE SPRINGS AT REBECCA CREEK
SECTION 1, 2, 3 and 3A**

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

That THE SPRINGS AT REBECCA CREEK OWNERS ASSOCIATION, (“POA”), a non-profit corporation, through this conveyance, does hereby adopt and establish the following amended reservations, covenants and easements to apply uniformly to the use, occupancy and conveyance of all lots of THE SPRINGS AT REBECCA CREEK, and each contract or deed which may be hereafter executed with regard to any of the lots in said THE SPRINGS AT REBECCA CREEK, shall conclusively be held to have been executed, delivered and accepted subject to the following reservations, restrictions, covenants and easements, regardless of whether or not said reservations, restrictions, covenants and easements are set out in full or by reference in contract or deed.

These amended restrictions are adopted by the authority of two-thirds majority vote of the owners of the lots in the subdivision Sections 1, 2, 3 and 3A, pursuant to the rules adopted and filed of record on June 24, 1991, and amended on August 15, 1991, and corrected on January 21, 1992, and also pursuant to the rules adopted and filed of record on October 18, 1991 and April 10, 1992. Further, these amended restrictions are intended to and shall replace all of those restrictions filed of record in the Official Public Records of Comal County, Texas.

I, as President of the POA, (“Declarant”) do hereby declare and acknowledge that the hereinafter set forth restrictions are to be binding upon me, my heirs, executors, administrators, successors and assigns, and the provisions of this document are hereby declared covenants running with the land:

RESTRICTIONS

- (A) Property shall be used for single family residential purposes only, and no commercial enterprise of any kind or character shall be carried on upon any part of such property.
- (B) No building shall be erected, altered, placed or permitted to remain on any tract other than one dwelling unit per tract, except that one/guest/servants house may be built, but said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved by the Architectural Control Committee. Detached garages, work shops, and barns may be constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes. (i) All dwellings, detached garages, work shop, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The tern “dwelling” does not include single or doublewide manufactured homes, and said manufactured homes are not permitted within the subdivision. All dwellings must have at least 1200 square feet of living area, excluding porches, and be built with new construction materials. Any building, structure or improvement commenced on any tract shall be completed as to the exterior finish and appearance within six (6) months from the

commencement date, Pre-fabricated or pre-built homes from another location may be moved onto the property with the approval of the Architectural Control Committee. (ii) A camper, recreational vehicle or tent may be occupied for no more than fourteen (14) days during a ninety (90) day period. (iii) A camper or recreational vehicle may be used as a primary residence for up to one hundred eighty (180) days under the following conditions: (a) Plans for a permanent dwelling have been approved by Architectural Control Committee, (b) The slab for the permanent dwelling has been poured, (c) The property owner has installed a septic system which meets the requirements set forth by Comal County, (d) The property owner has either completed a water well or has completed a water delivery system from an approved fixed line provider, (e) The property owner has completed the installation of electrical service from an accredited supplier of electrical power, (f) The ability to dwell in any of the afore-mentioned structures as a primary residence shall expire at 6:00 PM on the 180th day, and (g) No exemption for any of the previous conditions in section (B)(iii) shall be granted by the Architectural Control Committee or the Board of Directors of THE SPRINGS AT REBECCA CREEK OWNERS ASSOCIATION. (iv) Notwithstanding any provision herein, the Schwope homestead is exempt from these building restrictions and lot line set back requirements. However, all other covenants and conditions shall apply to said tracts.

- (C) No building of any kind shall be located on any five (5) acre or larger tract nearer than 50 feet to any side property line and on any tract less than five (5) acres nearer than twenty-five (25) feet to any side property line. No homes shall be located on any tract nearer than 100 feet to any public road and no nearer than fifty (50) feet to the rear property line; provided, however, as to any tract, Architectural Control Committee may waive or alter any such setback line if, the Architectural Control Committee in the exercise of the Architectural Control Committee sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Deed Records of Comal County, Texas. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity.
- (D) Septic tanks will be permitted on the property, but their construction and location shall comply with all existing state, county or other laws relating thereto. In any event, however, no septic, tank shall be constructed and maintained closer than fifty (50) feet from any dedicated road way. No septic tank may be shared with any other property owners. No more than two (2) septic tanks may be constructed and maintained on the property unless the owner secures a certificate from a registered professional civil engineer that the construction, location and maintenance of more than two (2) septic tanks will not pose any pollution, danger, or nuisance to adjoining property owners. There shall be no outside toilet built or used on the premises.
- (E) In the event any livestock are kept on Subject Property, not more than one head of livestock per acre shall be kept on any tract, and any tract containing livestock must be fenced; Provided, however, that no hogs or pigs may be kept on the premises. No poultry shall be kept or raised on Subject Property except for personal use of the owner.

- (F) On any Tract or contiguous Tracts with one owner with a total acreage of less than 10 acres, legal hunting will be allowed with bow and arrow only; On any Tract or contiguous Tracts with one owner with a total acreage of 10 acres or more, legal hunting will be allowed with bow and arrow and shotgun only, and no other type firearms shall be discharged on any tract.
- (G) The Term "tract" as used herein shall mean a tract as shown on the plat. Any such tract may be re subdivided after January 1, 2000, provided such re-subdivision conforms to State and County laws. The term "tract" shall mean any tracts resulting from any such re-subdivision. Nothing herein shall be construed to affect the duration of these restrictions. Each individual tract shall be subject to these restrictions. However, notwithstanding anything contained within these restrictions to the contrary, the Texas Veterans Land Board shall be entitled to sever a part of the tract for a homesite. Also the Restrictive covenants will not be construed as to assess the Veterans Land Board or the State of Texas. Any assessments are the personal obligation of the Veteran purchaser, his successors, heirs and assigns. Any lien imposed by the restrictive covenants does not affect the Veterans Land Board's interest in the property.
- (H) No inoperable vehicles or machinery, or vehicles or machinery on blocks shall be left on any tract for more than ten (10) consecutive days. No machine parts or household appliances or any other such material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming, or ranching usage. All materials must be kept in an enclosed workshop, storage building, or garage.
- (I) All driveways off public roads to a tract shall be constructed and installed so as not to obstruct drainage or flow of water. If necessary, the owner of the tract being served by the driveway will install appropriate culverts or drainage pipe under the driveway. A driveway permit from Comal County will be required. There is no cost for the permit.
- (J) No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any part of the property, nor shall oil wells, tanks or tunnels, mineral excavations or shafts be permitted thereon. No derrick or other structure designed for use in boring for oil or natural gas or other minerals shall be erected or maintained upon said property. No exploratory work may be performed upon, above or under the property.
- (K) Dams may be built on creeks or natural waterways only if:
- (1) Written permission is obtained from the Owner of land adjacent to such waterways on both sides;
 - (2) Such dam will not be built so as to back water up or inundate the land of another owner, unless a written easement is obtained from such other owner,
 - (3) Such dam will not cause the flooding of any roadway, and any necessary governmental permits are obtained. Such dam is constructed according to, and in compliance with all government rules and regulations.

- (L) It is recognized that the water flowing in the east and west branches of Rebecca Creek is a valuable asset to the Subdivision Developer desires to protect the quantity and quality of the water from the enhancement of the area and enjoyment by all owners within the Subdivision. Therefore, no water shall be severed or diverted for any purposes, from any creek or natural waterway, by pumping or by any other means whatsoever, and all rights to the water are reserved to the Declarant, it's successors and assigns. No action shall be taken which could result in reducing the flow, or the quality of the water in any such waterway. Livestock kept, or raised, on the property will not be permitted direct access to the natural waterway of the creek. Any and all debris, of whatever nature, in any waterway shall be removed by the owner of that land if necessary to (i) prevent the occurrence of a dam in violation of paragraph (K) of these restriction, or (ii) prevent a reduction in the water quality. Also Patten Corporation Southwest, its successors and assigns, reserves the right of ingress and egress, over and across the tracts, to and from the creek and to any dams, for the purpose of repairing and maintaining said dams, and to do whatever is necessary to maintain the flow and quality of the water in the creek.
- (M) No junk yard, pipe yard, wrecking yard or other similar business activity shall be allowed on the property.
- (N) No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
- (O) No tract shall be used or maintained as dumping ground for rubbish, trash garbage, or other waste and the same 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,
- (P) Only one "For Sale" sign may be placed on a lot. Said sign must be of professional design and appearance and may not exceed 18" X 24" in size. The sign must be placed on a wood or metal stake.
- (Q) Architectural Control Committee shall have the right to negotiate necessary utility easements for the benefit of the property and said utility easements may be placed where possible so as not to detract from the premises. Any signs displayed on the property shall be approved by the Architectural Control Committee.
- (R) These covenants are to run with the land; however, the Architectural Control Committee may grant a variance if, the Architectural Control Committee determines that such variance is necessary to permit effective utilization of a tract, and shall be binding upon the property unless a vote of sixty six and two thirds percent (66 2/3%) of the owners of the property so restricted agree to change the covenants or restrictions in whole or in part, or to grant a variance, that the Committee had denied, or to deny a variance that the Committee has approved, which must be done in writing and filed of record in Comal County Deed Records.
- (S) A violation or breach of any condition, restriction or covenant contained herein shall give the owner of any tract or parcel within the subject Property the right to proceed at law or

in equity to compel compliance with the terms of said conditions, covenants or restrictions, and/or to prevent the violation or breach of any of them,

- (T) Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.
- (U) Architectural Control Committee. All architecture, plans, and buildings in the Subdivision shall comply with all applicable laws and building codes as well as with general and special restrictions herein, and any variances therefrom shall be subject to the approval of the Architectural Committee. The original Architectural Committee will consist of three nominees of PATTEN CORPORATION SOUTHWEST.

The Architectural Control Committee retains the right in furtherance of a uniform plan for the development of the Subdivision as a residential Subdivision, but subject to the limitations hereinafter recited, to grant variances from the herein recited restrictive covenants and use limitations on the Subdivision, provided that a majority of the Architectural Committee, in the exercise of their best judgment and discretion, are of the opinion that any such variances would be in furtherance of the uniform plan for the development of the Subdivision. The Architectural Committee shall also perform all of the other duties and obligations imposed upon them under the provisions hereof. At such time as Declarant deems advisable, the Declarant will appoint three (3) property owners in the Subdivision to serve as the Architectural Committee for the Subdivision from and after such date by instrument recorded in the Official Public Records of Comal County, Texas. The Architectural Committee so appointed will thereafter serve as the Architectural Committee for the Subdivision until their successors are duly elected as hereinafter provided. The Architectural Committee, including any additional members thereof as hereinafter provided for, shall be vested with all of the duties, powers, prerogatives, and discretions herein conferred upon the original Architectural Committee. Any vacancies in the Architectural Committee by death, resignation, or otherwise will be filled by majority vote of the remaining members of the Architectural Committee by recordable instrument filed in the Official Public Records of Comal County, Texas. The sale of all of his or her property in the Subdivision by any member of the Architectural Committee shall be construed as the resignation of such member from the Architectural Committee. Notwithstanding the foregoing, however, at any time after Declarant has relinquished its proprietary rights and duties hereunder to the Homeowners Association provided for herein, the then owners of a majority of the lots in the Subdivision, with any owners of any lot being considered as one owner, may by majority vote following forty-five (45) days written notice of the forthcoming election, elect a three (3) member Architectural Committee to replace the previously appointed Architectural Committee. Any Architectural Committee so elected shall thereafter be vested with all of the duties, powers, discretions and prerogative of the original Architectural Committee herein provided for, Such election shall be held upon written petition including the signature of a majority of eligible voters. Each husband and wife shall be considered one (1) owner and there will be one (1), and only one (1), vote for each lot in the Subdivision, The Owner of each lot shall be entitled to cast as many votes as there are positions to be filled, but may only cast one (1) vote for each candidate seeking election to the Architectural Committee, the three (3) candidates receiving the greatest number of votes shall then constitute the Architectural Committee with all powers, duties and privileges

heretofore or hereinafter conferred upon such Committee. The Architectural Committee may by letter delivered to the party involved grant variances from any one or more of the above recited limitations and restrictions insofar, and only insofar, as they pertain to individual lots in the Subdivision, Any variances from such limitations and restrictions made or granted by the Architectural Committee pertaining to all of the lots in the Subdivision, except for variances as to paragraph 1, Item "U", may only be made by appropriate written instrument filed in the Official Public Records of Comal County, Texas. Notwithstanding the foregoing, the Architectural Committee shall have no power or authority to grant variances to such limitations and restrictions if such variance would permit the use of any lot in the Subdivision for commercial purposes.

- (V) Homeowners Association/Assessments. When fifty percent (50%) of the lots of the Subdivision are sold or at any time the Declarant deems necessary and prudent, a Homeowners Association will be created and shall be comprised of the owners of the lots in the Subdivision. For purposes of this Homeowners Association, an "owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot in the Subdivision, including Buyers under Contracts of Sale and Purchase with the Veterans Land Board of the State of Texas, but excluding the State of Texas, Declarant and those having such interest merely as a security for the performance of an obligation. Any owner owning more than one lot in the Subdivision shall have one (1) vote for each lot owned. This Homeowners Association shall be created by Declarant and Declarant shall formulate the original by-laws governing, its operation. Thereafter, the power to alter, amend, or repeal the by-laws shall be vested in the board of directors of the Homeowners Association, subject to repeal or change by the majority of such owners. Notwithstanding any of the foregoing, the Declarant its successors and assigns, shall have the right, but not the obligation, to maintain any dams and the water ways as stated in paragraph "L" above, within said Subdivision, and shall have the exclusive right to control and regulate all common areas within said Subdivision as well as levy assessments upon such owners in such amounts as Declarant shall deem necessary to raise funds that will be required to maintain and manage the common area, and for the enforcement of these restrictions, until Declarant deems it prudent to assign such right to the Homeowners Association. Each such owner is obligated to pay to the Declarant (or the Homeowners Association following the assignment of Declarant's rights to the Homeowners Association) any assessments which the Declarant (or the Homeowners Association) deems necessary. If any such owner owns more than one lot in the Subdivision, such owner shall pay only twice the assessment of one (1) lot, no matter how many lots are owned. Such assessments will be secured by a continuing lien upon the property against which such assessment may be made. Any assessments which are not paid when due shall be delinquent. If an 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 ten percent (10%) per annum or such higher rate as may lawfully be set by the Declarant (or the Homeowners Association following assignment of Declarant's rights to the Homeowners Association) who may bring an action at law against the owner obligated to pay the same and/or bring an action for foreclosure of the lien against the property and interest of the responsible owner, such action to also include costs and reasonable attorneys' fees of any such action, No owner shall otherwise escape personal liability for any assessment by any transfer of the lot or lots owned at the time such

assessment was levied or by non-use of the common area or abandonment of his lot. Said lien shall be junior and subordinate to any lien which may be placed on any lot or any portion of any lot as security for any interim construction loan and/or any permanent loan for financing improvements on said lots, and/or any purchase money loan for any lot on which a dwelling or building complying with these restrictions has theretofore been constructed. At such time as Declarant shall deem prudent, the Homeowners Association shall become responsible for all proprietary functions theretofore having been the sole responsibility of Declarant, including but not limited to any state or county laws, ordinances, and/or regulations, and such Homeowners Association shall indemnify and hold harmless Declarant, its successors and/or assigns from any such liabilities.

(W) Veteran Purchaser Partial Release. Notwithstanding anything contained in the Restrictions to the contrary, a Veteran Purchaser shall be entitled to have a 1.00 acre tract released from the Veterans Land Board for a homesite and same shall not be construed as a violation of the above Restrictive Covenants.

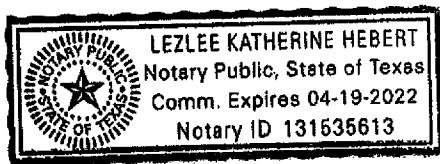
DATED this 13th day of May, 2019

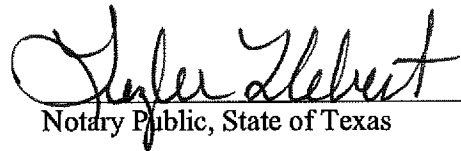
THE SPRINGS AT REBECCA CREEK
OWNERS ASSOCIATION


Dan Saenz
President

STATE OF TEXAS §
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COUNTY OF COMAL §

This instrument was acknowledged before me on this 13th day of May, 2019, by Dan Saenz, President, THE SPRINGS AT REBECCA CREEK OWNERS ASSOCIATION.




Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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Bobbie Koepp