

**AFTER RECORDING RETURN TO:**

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**FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
GREEN SPRING VALLEY SUBDIVISION**

**Cross reference to that certain Declaration of Covenants, Conditions and Restrictions Green Spring Valley Subdivision, recorded at Document No. 584348 of the Official Public Records of Bexar County, Texas; First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision recorded at Document No. 926788 of the Official Public Records of Bexar County, Texas; First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision recorded at Document No. 926750 of the Official Public Records of Bexar County, Texas; First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision recorded at Document No. 926749 of the Official Public Records of Bexar County, Texas; First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision recorded at Document No. 926751 of the Official Public Records of Bexar County, Texas.**

**FIRST AMENDED AND RESTATED**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR**  
**GREEN SPRING VALLEY SUBDIVISION**

**RECITALS:**

A. WHEREAS, that certain real property known as Green Spring Valley Subdivision (the "Property"), which is more specifically described within Exhibit A of that certain Declaration of Covenants, Conditions and Restrictions Green Spring Valley Subdivision, recorded at Document No. 587348 of the Official Public Records of Bexar County, Texas (the "Original Declaration") is subject to and governed by the Original Declaration and the terms and provisions provided therein; and

B. WHEREAS, the Original Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision (the "First Declaration Amendment") recorded at Document No. 926788 of the Official Public Records of Bexar County, Texas; and

C. WHEREAS, the Original Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision (the "Second Declaration Amendment") recorded at Document No. 926750 of the Official Public Records of Bexar County, Texas; and

D. WHEREAS, the Original Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision (the "Third Declaration Amendment") recorded at Document No. 926749 of the Official Public Records of Bexar County, Texas; and

E. WHEREAS, the Original Declaration was amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions Green Spring Valley Subdivision (the "Fourth Declaration Amendment") recorded at Document No. 926751 of the Official Public Records of Bexar County, Texas; and

F. WHEREAS, the Original Declaration establishes Green Spring Valley Homeowners Association, Inc. (the "Association") as a property owners' association and makes the owners of any portion of the Property mandatory members of such property owners' association.

G. WHEREAS, members of the Association desire to amend the terms and provisions of the Declaration.

H. WHEREAS, Section 209.0041 of the Texas Property Code provides that a declaration may be amended by a vote of no more than sixty-seven percent (67%) of the total votes allocated to members a property owners' association entitled to vote on an amendment to the declaration and that such provision supersedes any contrary requirement in a dedicatory instrument.

E. WHEREAS, as evidenced by the attached certification by the Secretary of the Association, members of the Association representing at least sixty-seven percent (67%) of the total votes allocated to members entitled to vote on an amendment to the Declaration approved this Amended and Restated Declaration at a meeting of the Association's membership conducted on \_\_\_\_\_, 2024.

ARTICLE I  
DEFINITIONS

Section 1.1 "Association" shall mean and refer to Green Spring Valley Homeowners Association, Inc., a Texas nonprofit corporation, its successors and assigns.

Section 1.2 "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 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 1.4 "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of the conveyance of the first lot to an owner who uses the same for residential purposes.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the properties with the exception of the common area.

Section 1.6 "Declarant" shall mean and refer to FARM AND HOME SAVINGS ASSOCIATION, a Missouri corporation, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development. For the purpose of this Declaration, the term "development" shall mean the

construction of residential buildings and consequently, an “undeveloped lot” shall be a lot upon which a residential building has not been constructed.

Section 1.7 *[INTENTIONALLY LEFT BLANK IN THE EVENT THAT THE DESIGN REVIEW COMMITTEE AMENDMENT IS APPROVED.]*

Section 1.8 “Articles” shall mean the Articles of Incorporation of the Association which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

Section 1.9 “Assessment” or “Assessments” shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

Section 1.10 “Board” shall mean the Board of Directors of the Association.

Section 1.11 “Bylaws” shall mean the Bylaws of the Association to be adopted by the Board, and as from time to time amended.

Section 1.12 “Development” shall mean the Property, as more particularly described on Exhibit “A” attached hereto and incorporated herein.

Section 1.13 “Improvement” shall mean each permanent exterior modification or addition visible from the street and/or any neighboring or adjacent Lot.

Section 1.14 “Member” or “Members” shall mean any person, persons, entity, or entities holding membership rights in the Association.

Section 1.15 “Mortgage” shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

Section 1.16 “Mortgagee” or “Mortgagees” shall mean the holder or holders of any Mortgage or Mortgages.

Section 1.17 “Person” or “Persons” shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

Section 1.18 “Plans and Specifications” shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage,

lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples or exterior colors, plans for utility services, all other documentation or information relevant to such improvement.

Section 1.19 "Plat" shall mean a final subdivision plat of any portion of the Property.

Section 1.20 "Subdivision" shall mean and refer to Green Spring Valley Subdivision which has been subdivided and shown on a map or plat recorded in the Plat Records of Bexar County, Texas and any additional property brought within the scheme of this Declaration in accordance with the provisions of Article 9 of this Declaration.

Section 1.21 "Committee" any person or group of persons created by the Board of Directors (whether ad hoc or permanent) to exercise any or all discretionary rights and powers granted to it by the Board of Directors, provided that each Committee shall be charged with creating a Committee Charter that outlines the Committee's composition, purpose or objectives, and the Committee's reporting responsibilities.

## ARTICLE II PROPERTY RIGHTS

Section 2.1 Owner's Easement of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the association to suspend an Owner's access to any common area for any period during which an assessment against the Owner's lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of its published rules and regulations including but not limited to the Association's Fine and Enforcement Policy;

(b) Adopt and publish rules and regulation governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(c) Suspend right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to

exceed ninety (90) days for infraction of published rules and regulations; voting rights also match CCRs.

(d) 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;

(e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(f) Employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

(g) The right of the association to dedicate or transfer all or any part of the common 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 (2/3rds) of all eligible voting members agreeing to such dedication or transfer has been recorded;

(h) The right of the association to limit the number of guests of owners;

(i) The right of the association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

Section 2.2 Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING-RIGHTS

Section 3.1 The Association is a nonprofit corporation created under the laws of the State of Texas for the Association shall be created for the purposes, charged with the duties,

governed by the provision, and vested with the powers prescribed by law and/or set forth in its the Association's Articles of Incorporation and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

Section 3.2 Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to Assessment by the Association, shall automatically be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and mandatory and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. Any attempt to make a prohibited severance, transfer, pledge or alienation shall be void. Any Mortgagee or Lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association.

Section 3.3 Owners are entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event may more than one (1) vote be cast with respect to a Lot. If there is more than one (1) Owner of a Lot, such Owners may designate one of the co-Owners as the Member of the Association entitled to cast votes, which designation shall be made in writing to the Board. After an Owner is so designated, the Board is authorized to rely on such designation until a written notice revoking such appointment is received by the Board. If no single Owner is designated to vote on behalf of the Owners having an ownership interest in a Lot, the Owner exercising the vote for the Lot shall be deemed to be designated to vote on behalf of the Owners having an ownership interest in the Lot. In the event there is a dispute, and such Owners are unable to agree upon how a vote shall be cast, the Board may suspend the vote for such Lot until the issue has been resolved among the Owners. The Association is not required to inquire about the authority of a person acting on behalf of multiple Owners of a Lot if such person owns an interest in such Lot.

Section 3.4 At all meetings of members, each member may vote in person, by proxy, or by absentee ballot as provided by the Association. The Association is not required to provide an owner with more than one voting method. An owner must be allowed to vote by absentee ballot or proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments: All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 4.7 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for: All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof; and All liens securing all amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

(a) Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above listed liens. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth

the amount-of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Travis County, Texas. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

Section 4.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties; for the improvement and maintenance of the common area, and of the exterior of the homes and yards situated upon the properties as more fully provided for in Article VI, Section 6.1.

Section 4.3 Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Forty-four Dollars (\$144.00) per lot.

(a) 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 each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership. Such percentage increase may be cumulative from year to year.

(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 **above five percent (5%) by the vote or written assent of sixty-seven percent (67%) of eligible voting members.**

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

Section 4.4 Special Assessments for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of **sixty-seven percent (67%)** of all eligible voting members.

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not later than the 10<sup>th</sup> day or earlier than the 60<sup>th</sup> day before the date of the election or vote. At the first such meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present at the initial meeting, the initial meeting may be adjourned and another meeting may be called without further notice, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Date of Commencement of Annual Assessment – Due Dates: The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of the common area. 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. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid.

A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance. **Annual Assessments may be levied by the board of directors quarterly and shall be posted on the first day of January, April, July and October of each calendar year. Assessments are due within thirty (30) days from the date posted and will be deemed delinquent thirty-one (31) days after the date posted.**

Section 4.7 **Effect of Nonpayment of Assessments – Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent (6%) **per annum**. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, 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 judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on 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. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 4.8 **Exempt Property:** All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4.9 **Alternative Payment Schedules:** **The board of directors may adopt reasonable guidelines to establish an alternative payment schedule by which an owner may make partial payments to the Association for delinquent assessments without accruing additional monetary penalties. With limiting the foregoing, the minimum term for a payment plan offered by the Association is three (3) months. The Association is not required to allow a**

payment plan for any amount that extends more than eighteen (18) months from the date of the owner's request for a payment plan. The Association is not required to enter into a payment plan with an owner who failed to honor the terms of a previous payment plan during the two (2) years following the owner's default under the previous payment plan. The Association is not required to make a payment plan available to an owner after the period for cure described in Section 209.0064 of the Texas Property Code. The Association is not required to allow an owner to enter into a payment plan more than once in any twelve (12) month period.

ARTICLE V  
DESIGN REVIEW

*[INTENTIONALLY LEFT BLANK IN THE EVENT THAT THE  
DESIGN REVIEW COMMITTEE AMENDMENT IS APPROVED]*

ARTICLE VI  
EXTERIOR MAINTENANCE

Section 6.1 In the event of an owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors the Association, after approval by two-thirds (2/3rds) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VII  
USE RESTRICTION

The lots and the common area shall be occupied and used as follows:

Section 7.1 Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the Board of Directors of the Association.

Section 7.2 Insurance: Nothing shall be done or kept in the common areas which will increase the rate of insurance on the common area, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

Section 7.3 Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other owners. Without limiting the foregoing excessive noise before sunrise or after sundown, unrestrained animals or excessive barking will be considered a nuisance. Any owner shall not act nor undertake any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners. The Board of Directors shall be the final arbiter in determining what constitutes a nuisance and such determination shall be final and binding so long as made in good faith and in accordance with this Declaration.

Section 7.4 Single-Family Residential Lots: All lots within the properties shall be known and described as single-family residential lots.

Section 7.5 Dwelling Cost, Quality and Size: No dwelling exclusive of open porches, garages or patios, shall be permitted on any lot in the properties at a cost less than \$17,000.00, based upon cost levels prevailing on the date these covenants are recorded, it is the intention and purpose of this covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The minimum floor area of the main structure, exclusive of one-story open porches, terraces, atriums, garages, and detached accessory buildings shall be not less than 1400

square feet for a one-story or split level dwelling, and 1500 square feet for a dwelling with two stories. The square footage is computed upon the major distances of the entire portion of the main structure within the masonry walls. This includes closet space, storage space, and any utility area which is included in the main structure.

Section 7.6 Minimum Quality Exterior Siding: For the purposes of this Section, "Type A siding" shall mean masonry or masonry veneer siding; "Type B siding" shall mean redwood, cedar or cypress siding; and "Type C siding" shall mean any wood or hardboard siding. For each dwelling, the first floor exterior wall area to the top of first floor window height, exclusive of openings, shall be constructed with one of the two following combinations of exterior siding:

1. A minimum of 50% Type A siding, with the remainder being Type B siding and/or Type C siding in any combination; or
2. Any combination of Type A siding and/or Type B siding.

Section 7.7 Two-Car Garage Required: Each dwelling constructed on a lot shall have a garage or carport suitable for parking two (2) standard size automobiles, which conforms in design and materials with the main structure.

Section 7.8 Building Location: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no buildings shall be located on any lot nearer than thirty (30) feet to, nor further than sixty (60) feet from the front line, nor nearer than five (5) feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more than seventy (70) feet from the rear lot line, may be erected no nearer than three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than fifteen (15) feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 7.9 Waiver of Front Setback Requirements: With written approval, any building may be located further back from the front property line of a lot than provided in Section 7.8 where, in the opinion of the said committee, the proposed location of the building

will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage locations may vary upon the approval. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

Section 7.10 Driveways: All driveways in the properties shall be surfaced with concrete, asphalt, or other similar substance.

Section 7.11 Storage: No boats, campers, utility trucks, moving trucks, trailers (boat, livestock, motorcycle or other types of trailers) shall be parked in the front driveway for greater than 72-hours. If such vehicles are to remain longer than 72-hours, Owners shall be required to provide notice of the parking and a timeframe for moving of the vehicle.. Any such vehicle that is stored or parked to include overnight parking shall be parked or stored inside a garage, behind a fence or reasonably screened so as not to be clearly visible from the street.. Any temporary exception to this Restriction shall require authorization. No nonoperational vehicle may be stored on the street in front of a residence or in the driveway of a residence for more than 72 hours. This includes vehicles with expired tags and/or license plates. Vehicle maintenance may be performed in an owner's driveway as long as the vehicle and/or repairs can be completed within a 72-hour timeframe.

Section 7.12 Lot Area and Width: No dwelling shall be erected or placed on any lot having a width of less than seventy (70) feet at the minimum setback line nor shall any dwelling be erected or placed on any lot having less than 8400 square feet.

Section 7.13 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

Section 7.14 No Temporary Structures: No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab which is hereby specifically prohibited as a residence either temporarily or permanently. This

covenant further specifically includes a mobile home upon which the wheels have been left attached.

Section 7.15 Signs: No sign of any kind shall be displayed to the public view on any lot except:

(a) One (1) professionally made, metal 30" x 24" For Sale or For Rent sign shall be allowed. Any other advertising type sign (garage sale, construction, roofing) shall require a submission to the ACC that includes a timeframe for posting. No sign may be mounted to a vertical structure or object (side of house, telephone pole, tree, etc);

(b) One (1) sign of not more than five square feet, advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

(c) Lawn signs/banners/announcements, yard flags. Yard signs, banners, yard flags shall be limited to one professionally made sign (banner, flag) no larger than 12"x18. Any worn, frayed, faded, ripped or otherwise unattractive sign, banner or flag shall be removed and/or replaced. Any exception to this rule shall require ACC authorization.

(d) No more than two (2) "No Trespassing" or "Beware of Dog" signs may be posted on a backyard fence at the gate. No other signs may be posted on a fence.

(e) Political Signs: No political sign may be displayed prior to the 90th day before the date of the election to which the sign relates. No political sign may be displayed after the 10th day following the date of the election to which the sign relates. All political signs must be ground-mounted. Property owners may not display more than one sign for each candidate or ballot item. Political signs may not contain roofing material, siding, paving materials, flora, one or more balloons or lights, or any other similar building, landscaping, or nonstandard decorative components. Political signs may not be attached in any way to plant material, a traffic control device, a light, a trailer, a vehicle, or any other existing structure or object. Political signs may not threaten the public health or safety. Political signs may not be larger than four feet by six feet (4'x6'). Political signs may not contain language, graphics, or any display

that would be offensive to an ordinary person and may not be accompanied by music or other sounds or by streamers or be distracting to motorists.

Section 7.16 No Oil and Mining Operations: No oil or gas drilling, oil or gas development operations, oil refining, gas processing, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.; No derrick or other structure that is designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

Section 7.17 No Livestock or Poultry: No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

Section 7.18 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste material. All household trash, garbage or other waste shall be kept in sanitary containers. All trash cans and/or trash receptacles shall be stored inside the garage of the residence or if stored outside, then shall not be stored in front of the garage or residence. All trash cans and/or trash receptacles shall be maintained with lids that always remain closed. Trash cans and/or trash receptacles may be placed at the curb for no more than 24 hours. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 7.19 No Individual Water Supply: No individual water supply system shall be permitted on any lot.

Section 7.20 No Individual Sewage Disposal: No individual sewage disposal system shall be permitted on any lot.

Section 7.21 Fences: Fences shall be constructed of masonry materials, wood, sheet metal, or wrought iron. No fence shall exceed 8 ft in height unless approved by the City of San Antonio and the ACC

Section 7.22 Sight Distances at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevation between two (2) and six (6) feet above the roadways

shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property liens and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7.23 Buildings Previously Constructed: No building previously constructed elsewhere shall be moved onto any lot in the properties.

Section 7.24 Radio and Television Antenna: Any radio and/or television antenna erected on any building shall not extend more than eight (8) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the respective dwelling.

Section 7.25 Sidewalks: Sidewalks will be constructed at the time residential construction takes place. This construction will be pursuant to the City of San Antonio requirements as set forth in subdivision ordinances and applicable to all lots covered by these restrictions, including all street frontage on corner lots.

Section 7.26 Maintenance: Grass, weeds and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Lawns must be properly maintained, fences must be repaired and maintained periodically and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Lawns or yards visible from the street to include any side yards shall be kept clean and well maintained. No storage of trash or other materials (seasonal decorations, landscape materials not in use, old, broken or rusted sports equipment, swings, lawn furniture, etc.). Grass is to be kept mowed so as not to exceed 10 inches in height. Weeds shall be treated and/or removed from lawns and flowerbeds. Shrubs, especially those up against the front of the residence shall be kept trimmed/pruned to a reasonable height and width. Trees will be maintained, and dead branches are to be removed in a timely manner. Any trees

susceptible to disease, such as oak wilt, will be treated and/or maintained so as to prevent the spreading of disease. Xeriscape is allowed to the extent that grass is replaced with drought tolerant plants and other landscape materials (rock, mulch, pottery, etc.) that present a planned and attractive landscape. A yard of dirt is not considered landscape. Mailboxes will be well maintained. Rusted, broken or otherwise less than attractive mailboxes shall be replaced in a timely manner.

(a) Artificial grass or turf may be approved to be installed in the front and rear yard of any Lot if approved by the ACC and shall be maintained as follows:

- i. Artificial grass must be not less than three hundred (300) micron grass yarn thickness.
- ii. Artificial grass must be the color and texture of natural grass.
- iii. Color must be maintained to retain the look of natural grass.
- iv. Artificial grass may not be less than one and three-quarters inches (1-3/4") in height.
- v. Installation of artificial grass shall not alter the natural contour of the Lot so as to change the natural flow of water drainage.
- vi. Installation must be according to professional standards and instructions to ensure weave/grain is consistent and in same direction, and all seams are not visible to the naked eye

Section 7.27 Exterior paint / stain must be maintained so as not to fade, chipped, cracked or molded. Windows will be kept in good condition (no cracks or broken glass) and in working condition. No plastic, aluminum foil, cardboard or other material may be used in windows. The roofs will be kept and maintained in good condition. Gutters need to be kept clean, painted, and attached to the roof to prevent sagging. Fences may be stained or painted and shall be kept in good condition. Leaning or broken fences are not permitted. Lawn ornaments (pottery, trellis, furniture, or other accessories) shall be kept neat, attractive and in good condition (not broken, worn, frayed, faded, rusted, torn or otherwise). Seasonal decorations (Halloween, Christmas, Hanukkah, Passover, Easter, 4<sup>th</sup> of July, Juneteenth, etc.) shall be permitted 30 days before the official holiday and may remain on display for up to 30 days after the official holiday). Any flags flown from a structure or flagpole shall be limited to the United States Flag, the State (Texas) flag, and/or an official flag from a branch of the US

military. Any flags other than the US, State or official military flag must be approved prior to installation. All flags must be kept in good condition. Flags flown at night shall be illuminated.

Section 7.28 Motor Vehicles: No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the common area) shall be permitted within the common area, except in areas that may, from time to time, be designated for parking by the Board of Directors of the Association. Doors are to be kept painted or stained to complement the overall exterior color scheme.

Section 7.29 Short Term Rentals: No Lot or Home ("Dwelling Unit"), or any portion thereof, shall be leased or rented, or otherwise advertised for lease or for rent, for an initial term of less than six (6) months. After the expiration of an initial six-month lease term, such lease may be extended for additional periods of time of no less than thirty (30) days. No Owner may lease or rent or offer to lease or rent a Lot or Dwelling Unit, or any portion thereof, for short-term (consisting of an initial lease term of less than six (6) months), vacation or transient purposes (including short-term house swapping) or on a fractional basis. Any property advertised for rent shall be advertised as "minimum six (6) months rental required."

(a) Eligibility. An Owner may not lease his or her Dwelling Unit unless such Owner has owned and resided in the Dwelling Unit constructed upon the Lot for at least six (6) months before leasing such Dwelling Unit.

(b) Lease Agreement. All lease agreements shall be in writing and there shall be no subleasing of Dwelling Units or assignment of leases without prior written approval from the Board. Within five (5) business days after executing a lease agreement for the lease of a Dwelling Unit or any renewal thereof, or within five (5) business days from a written request from the Board, the Owner shall provide the Board with: (1) a copy of the lease agreement; (2) the name, telephone number and email address of the Tenant and the name of all other adults who will be occupying the leased Lot; and (3) The Owner must provide the Tenant copies of the Declaration, Bylaws, and all rules and regulations adopted by the Association.

(c) Compliance with Governing Documents. Owners of leased Lots or Dwelling Units shall cause all Tenants and other occupants of the Lot or Dwelling Unit and their invitees

(collectively, the "Occupants") to comply with the Declaration and all rules and regulations adopted by the Association, and shall be responsible for all violations by any of the Occupants. If a Tenant or other Occupant violates the Declaration or rules and regulations adopted by the Association for which a fine is imposed, notice of the violation shall be given to the Owner and the Tenant, and such fine may be assessed against the Owner and/or the Tenant. If the fine is assessed solely against the Tenant but the Tenant fails to pay it within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay the fine.

(d) Lease Provisions: Each Owner covenants and agrees that any agreement for the lease of a Lot or Dwelling Unit shall contain the following language and agrees that if such language is not expressly contained in the lease agreement, then such language shall be incorporated into the lease by existence of this covenant, and the Tenant, by occupancy of the Lot or Dwelling Unit, agrees to the applicability of this covenant and incorporation of the following language into the lease: (i) The Tenant shall comply with all provisions of the Declaration and shall control the conduct of all other residents and guests of the leased Dwelling Unit in order to ensure such compliance. (ii) Failure by the Tenant or his invitees to comply with the Declaration or any applicable laws governing use of the Lot or Dwelling Unit is deemed to be a default under the lease agreement and authorizes the Owner to terminate the lease agreement without liability and to evict the Tenant in accordance with applicable law. When the Association notifies an Owner of his Tenant's violation, the Owner shall promptly obtain his Tenant's compliance or exercise his rights as a landlord for Tenant's breach of the lease agreement. If the Tenant's violation continues or is repeated, and if the Owner is unable, unwilling, or unavailable to obtain his Tenant's compliance, then the Association has the power and right to pursue the remedies of a landlord under the lease or applicable law for the default, including termination of the lease and eviction of the Tenant, subject to the terms of this Declaration. (iii) If an Owner who is leasing his or her Lot fails to pay any Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Tenant

during the period of delinquency, and, upon request by the Board, the Tenant shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by Tenant. However, tenants need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to the Lot's Owner under the applicable lease agreement. If Tenant fails to comply with the Board's request to pay Assessments or other charges, it shall constitute a default under the lease agreement and authorizes the Association to terminate the lease agreement without liability and to evict the Tenant in accordance with applicable law.

(e) Violation of Short Term Lease Restriction: After one written notice of a violation of this Article 7, the Association may proceed to enforce this Short Term Leasing/Rental restriction which will include the authority to levy reasonable fines against the Owner. Charges and fines shall be a charge on the land and shall be a continuing lien upon the property against which such charge or fine is made. Each such charge or fine shall also be the personal obligation of the person who was the Owner of such property at the time when the charge or fine was levied. Such charge and fine shall be enforceable in the same manner as provided for in Article 4 of the Declaration.

(f) Grandfathering: To the extent an Owner is renting or leasing his or her Lot or Dwelling Unit at the time of the recordation of this Declaration (an "Existing Lease"), provided the Owner has submitted a copy of the Existing Lease's agreement to the Association within thirty (30) days of such recordation and the Existing Lease is still in effect at the time of recordation, such Existing Lease shall not be required to comply with the leasing restrictions imposed by this Amendment during the term of the Existing Lease, but any renewal of an Existing Lease or new lease agreement entered into after the recordation of this Amendment shall comply with the leasing restrictions imposed by this Amendment.

Section 7.30 Violation of Association Governing Documents, Fines: The Association, acting through the Board of Directors may impose fines, not to exceed twenty-five dollars (\$25.00) per day the violation is on-going, for any violation of the Declaration or any other dedicatory instrument of the Association which shall include by not be limited to the the Declaration and Association's Bylaws, Rules and Regulations and Architectural Guidelines (as such terms are defined by the Declaration). The Association uses fines to discourage violations of the Governing Documents, and to encourage compliance when a violation occurs – not to punish violators or generate revenue for the Association. Although a fine may be an effective and efficient remedy for certain types of violations or violators, it is only one of several methods available to the Association for enforcing the Governing Documents. The Association's use of fines shall not interfere with its exercise of other rights and remedies for the same violation. An Owner is liable for fines levied by the Association for violations of the Governing Documents by the Owner, any occupants of the Owner's Lot ("Occupants"), and the relatives, guests, employees, and agents of the Owner and Occupants ("Related Parties"). Regardless of who commits the violation, the Association will direct its communications regarding the violation to the Owner, although the Association may also send copies of its notices to an offending Occupant and/or Related Party.

Section 7.31 Notice of Fine: Except as provided herein, before levying a fine, the Association shall give the Owner a written notice of fine (the "Notice of Fine") at the Owner's last known address as shown in the Association records in compliance with the most current version of Section 209.006 of the Texas Property and any applicable provisions of the Association's Governing Documents. As of the effective date of this Policy, Section 209.006 requires an initial Notice of Fine to: describe the violation that is the basis for the fine; inform the Owner that the Owner (i) is entitled to a reasonable period to cure the violation and avoid the fine if the violation is of a curable nature and does not pose a threat to public health or safety; (ii) may request a hearing under Section 209.007 of the Texas Property Code (a "Chapter 209 Enforcement Hearing") on or before the 30th day after the date the Notice of Fine was mailed to the Owner; and (iii) may have special rights or relief related to the enforcement action

under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. App. Section 501 et seq.), if the Owner is serving on active military duty; if the violation is of a curable nature and does not pose a threat to public health or safety, provide the Owner a reasonable period to cure the violation and specify the date by which the Owner must cure the violation in order to avoid the assessment of a fine; and be sent by certified mail to the Owner at the Owner's last known address as shown on the Association's records.

Section 7.32 Requesting a Chapter 209 Enforcement Hearing: To be effective, a request for a Chapter 209 Enforcement Hearing must be in writing and received by the Association within thirty (30) days from the date written notice of a fine is sent to an Owner by certified mail in compliance with Section 209.006 of the Texas Property Code. The written request for a Chapter 209 Enforcement Hearing must be sent to the Association by certified mail at the mailing address of the Association or authorized representative as reflected on the most current management certificate filed by the Association pursuant to Section 209.004 of the Texas Property Code. Failure to timely request a Chapter 209 Enforcement Hearing shall waive any right to such a hearing.

#### ARTICLE VIII EASEMENTS

Section 8.1 Construction: Each lot and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of the same, so long as it stands, shall and does exist. In the event the structure containing two (2) or more residences is partially or totally destroyed, and then rebuilt, the owners so affected agree that minor encroachments of parts of the adjacent residential units on common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 8.2 Utility, Emergency and Association: There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas,

telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter in or to cross over the common area and any lot to perform the duties of maintenance and repair of the residence or common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, poles, electrical lines, water lines or other utilities may be installed or relocated on said property except as initially programmed and approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said property without conflicting with the terms hereof. The easements provided for in this article shall in no way affect any other recorded easement on said premises.

ARTICLE IX  
GENERAL PROVISIONS

Section 9.1 Enforcement: The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien and charges nor or hereafter imposed by the provisions of this Declaration. Failure by the association 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 9.2 Severability: Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.3 Amendments: Declaration may be amended by the recording in the Official Public Records of Bexar County, Texas an instrument executed and acknowledged by the Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast.

Section 9.4 Annexation:

(a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of eligible voting members.

**REMAINDER INTENTIONALLY LEFT BLANK**

**SECRETARY'S CERTIFICATE**

The undersigned Secretary of Green Spring Valley Homeowners Association, Inc. (the "Association"), a Texas nonprofit corporation, hereby certifies that this First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Green Spring Valley Subdivision was approved by members of the Association representing at least sixty-seven percent (67%) of the total votes allocated to members entitled to vote on such amendment, at a meeting of the Association's members conducted on \_\_\_\_\_, 2024.

**GREEN SPRING VALLEY HOMEOWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_  
\_\_\_\_\_, Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR §

THIS INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, Secretary of Green Spring Valley Homeowners Association, Inc.

\_\_\_\_\_  
Notary Public of Texas