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ORIGINAL COVENANTS, CONDITIONS AND RESTRICTIONS

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

GREEN SPRING VALLEY SUBDIVISION

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS DECLARATION, made on the date hereinafter set forth
by FARM AND HOME SAVINGS ASSOCIATION, a Missouri corporation,
hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property situ-
ated in Bexar County, Texas, and more particularly described
by metes and bounds as follows, to-wit:

Being 85.775 acres of land out of that certain 221.325 acre
tract described in deed recorded in Volume 6883, Page 830,
Deed Records of Bexar County, Texas, said 221.325 acres of
land also being out of the Louis Kneipp Survey No. 11, and the
N. Sanchez Survey No. 355, County Block 5014, Bexar County,
Texas, and being out of the 273.26 acre John Eisenhower Tract
described by deed recorded in Volume 4217, Page 187, Deed
Records of Bexar County, Texas, and the 80 acre Marvin Eisenhower
Tract described by deed recorded in Volume 4427, Page 83, Deed
Records of Bexar County, Texas, said 85.775 acres of land being
more particularly described as follows:

BEGINNING at an iron pin set in the Southwest line of said
221.325 acre tract being South 47° 39' 12" East 892.64 feet
from the West corner of said 221.325 acre tract;

THENCE the following bearings and distances:

North 2° 39' 48" West 108.40 feet to a point for angle;
North 42° 20' 48" East 209.83 feet to a point of curvature of a
curve whose radius point bears North 47° 39' 12" West 1145.00
feet and whose interior angle is 51° 21' 22";

THENCE 1026.30 feet in a Southeasterly direction along the arc
of said curve to the point of tangency;

THENCE the following bearings and distances:

South 86° 17' 50" East 915.00 feet to a point for angle;
North 84° 15' 21" East 186.15 feet to a point for angle;
South 72° 57' 42" East 54.23 feet to a point for angle;
North 85° 58' 27" East 300.14 feet to a point for angle;
South 60° 45' 08" East 61.03 feet to a point for angle;
North 84° 15' 21" East 191.02 feet to a point for corner;
South 8° 33' 35" East 64.92 feet to a point for angle;
South 11° 58' 22" East 488.71 feet to a point for corner;
North 78° 01' 38" East 134.67 feet to the point of curvature of
a curve whose radius point bears North 11° 58' 22" West 430.00
feet and whose interior angle is 22° 50' 38";

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THENCE 171.44 feet in a Northeasterly direction along the arc of said curve to the point of tangency;

THENCE North 55° 11' 00" East 150.65 feet to the point of curvature of a curve whose radius point bears North 34° 49' 00" West 25.00 feet and whose interior angle is 89° 49' 41";

THENCE 39.19 feet in a Northeasterly direction along the arc of said curve to a point in the Southwest Right-of-way line of Bulverde Road, for corner;

THENCE South 34° 38' 41" East 54.93 feet along the Southwest Right-of-way line of Bulverde Road to a point in the arc of a curve whose radius point bears North 61° 08' 00" East 1,472.69 feet and whose interior angle is 2° 44' 52";

THENCE 70.62 feet in a Southeasterly direction along the arc of said curve to a point in the arc of a curve whose radius point bears South 58° 23' 08" West 25.00 feet and whose interior angle is 93° 12' 08";

THENCE 40.67 feet in a Northwesterly direction along the arc of said curve to the point of reverse curvature of a curve whose radius point bears North 39° 49' 00" West 280.00 feet and whose interior angle is 10° 03' 48";

THENCE 49.18 feet in a Northwesterly direction along the arc of said curve to the point of reverse curvature of a curve whose radius point bears South 24° 45' 12" East 1370.00 feet and whose interior angle is 10° 03' 48";

THENCE 64.99 feet in a Southwesterly direction along the arc of said curve to the point of tangency;

THENCE South 55° 11' 00" West 31.31 feet to the point of curvature of a curve whose interior angle is 22° 50' 38";

THENCE 176.63 feet in a Southwesterly direction along the arc of said curve to the point of tangency;

THENCE South 78° 01' 38" West 154.47 feet to a point for corner;

THENCE South 11° 58' 22" East 410.00 feet to a point for corner;

THENCE South 78° 01' 38" West 79.57 feet to the point of curvature of a curve whose radius point bears South 11° 58' 22" East 972.76 feet and whose interior angle is 35° 40' 50";

THENCE 605.78 feet in a Southwesterly direction along the arc of said curve to the point of tangency;

THENCE South 42° 20' 48" West 65.00 feet to a point for corner;

THENCE South 47° 39' 12" East 35.00 feet to a point for corner;

THENCE South 42° 20' 48" West 120.00 feet to a point for corner;

THENCE North 47° 39' 12" West 325.00 feet to a point for corner;

THENCE South 42° 20' 48" West 580.00 feet to a point for corner;

THENCE South 47° 39' 12" East 215.00 feet to a point for corner;

THENCE South 42° 20' 48" West 290.00 feet to a point for corner in the Southwest line of said 221.325 acre tract;

THENCE North 47° 39' 12" West 2160.57 feet to the POINT OF BEGINNING and containing 85.775 acres of land.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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 same for residential purposes is more particularly described as:

Lots 7, 8 and 9, Block 16, Green Spring Valley Subdivision Unit 2, according to a map or plat thereof recorded in Volume , Page of the Deed and Plat Records of Bexar County, Texas, and that tract more particularly described by metes and bounds as follows:

Being 31.967 acres of land out of that certain 221.325 acre tract described in deed recorded in Volume 6883, Page 830, Deed Records of Bexar County, Texas, said 221.325 acres of land also being out of the Louis Kneipp Survey No. 11, and the N. Sanchez Survey No. 355, County Block 5014, Bexar County, Texas, and being out of the

273.26 acre John Eisenhower Tract described by deed recorded in Volume 4217, Page 187, Deed Records of Bexar County, Texas, and the 80 acre Marvin Eisenhower Tract described by deed recorded in Volume 4427, Page 83, Deed Records of Bexar County, Texas, said 31.967 acres of land being more particularly described as follows:

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BEGINNING at a point on fence and Southwest line of said 221.325 acre tract, said point being the most Westerly corner of the herein described tract and bears South 47° 39' 12" East 385.00 feet from the most Westerly corner of said 221.325 acre tract;

THENCE North 42° 20' 48" East 286.50 feet to the point of curvature of a curve whose radius point bears South 47° 39' 12" East 1250.00 feet and whose interior angle is 39° 05' 39";

THENCE in a Northeasterly direction along the arc of said curve go 852.90 feet to the point of reverse curvature of a curve whose radius point bears North 8° 33' 33" West 65.00 feet and whose interior angle is 81° 17' 17";

THENCE in a Northeasterly to Northwesterly direction along the arc of said curve go 92.22 feet to the point of compound curvature of a curve whose point bears North 89° 50' 50" West 360.00 feet and whose interior angle is 44° 51' 27";

THENCE in a Northwesterly direction along the arc of said curve go 281.85 feet to a point on a Northwest line of said 221.325 acre tract and fence for corner;

THENCE North 45° 17' 43" East 220.00 feet along fence and Northwest line of said 221.325 acre tract to a point for the most Northerly corner of the herein described tract;

THENCE South 59° 46' 07" East 277.13 feet along fence and a Northeast line of said 221.325 acre tract to an angle point;

THENCE South 37° 36' 55" East 503.90 feet to a point for corner;

THENCE the following bearings and distances to angle points:

North 67° 48' 50" East 310.00 feet;
South 70° 41' 10" East 188.00 feet;
North 53° 18' 50" East 160.00 feet;
and North 69° 03' 50" East 180.00 feet to an angle point on fence and a Northeast line of said 221.325 acre tract;

THENCE the following bearings and distances along fence and said Northeast line of said 221.325 acre tract to angle points:

South 64° 41' 10" East 280.00 feet;
South 85° 51' 03" East 338.72 feet;
and South 85° 39' 49" East 134.51 feet to a point for the Northeast corner of the herein described tract, said point bears North 85° 39' 49" West 422.73 feet from the West right-of-way line of Bulverde Road, said point also being the Northwest corner of that certain 4.00 acre tract recorded in Volume 5365, Page 96, Deed Records of Bexar County, Texas;

THENCE South 8° 33' 35" East 357.81 feet along fence and East line of said 221.325 acre tract to a point for the Southeast corner of the herein described tract;

THENCE the following bearings and distances to angle points:

South 84° 15' 21" West 191.02 feet;
North 60° 45' 08" West 61.03 feet;
South 25° 58' 27" West 300.14 feet;
North 72° 57' 42" West 54.23 feet;
South 84° 15' 21" West 186.14 feet;

and North 86° 17' 50" West 915.00 feet to the point of curvature of a curve whose radius point bears South 3° 42' 10" West 1145.00 feet and whose interior angle is 51° 21' 22";

THENCE in a Southwesterly direction along the arc of said curve go 1026.30 feet to the point of tangency;

THENCE South 42° 20' 48" West 209.83 feet to an angle point;

THENCE South 2° 39' 12" East 108.41 feet to a point on fence and Southwest line of said 221.325 acre tract for the Southeast corner of the herein described tract;

THENCE North 47° 39' 12" West 507.65 feet along fence and Southwest line of said 221.325 acre tract to the Point-of-Beginning and containing 31.967 acres of land.

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.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 Owner's Easements 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 the voting rights of any owner for any period during which an assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) 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

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transfer shall be effective unless an instrument signed by two-thirds (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded;

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

(d) 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 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On the fifth (5th) anniversary date of this Declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 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.

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(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 5% by the vote or written assent of 66-2/3% of each class of 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 66-2/3% of each class of 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 less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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 Assessments -

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. Notwithstanding the foregoing, each undeveloped lot which is owned by Declarant shall be assessed at the rate of one-fourth (1/4th) of the annual assessment hereinabove provided, until the first day of the month following the date on which such lot is first used for residential purposes. 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.

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 six 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

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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 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.9 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.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 No building, fence, well or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of Charles R. Kinder, Thomas G. Kinder and Seth T. Hathaway,

or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the members so replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain and capable of more than one construction. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Members of said committee shall not be liable to any person subject to or possessing or claiming the benefits of these covenants for any damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other. The powers and duties of such committee and of its designated representative, and the requirements of this covenant shall cease on or before January 1, 1986, provided, however, that at that time the then record owners of a majority of the lots in the properties controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of this covenant for any additional period of time, and in connection with such extension shall have the power to remove any committee member or members and replace them with other members, or to withdraw from the committee any of its powers and duties. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

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ARTICLE VI

EXTERIOR MAINTENANCE

Section 6.1 In the event 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 RESTRICTIONS

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. Any owner shall do not act nor 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.

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.

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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 building shall be located on any lot nearer than thirty (30) feet to, nor further than sixty (60) feet from the front lot line, nor nearer than five (5) feet to an interior lot line, except a detached garage or out-building, 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 of the Architectural Control Committee, 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 of the Architectural Control Committee. 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 boat trailer, camper body, truck, or similar vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling unless parked to the rear of a screened fence.

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) professional sign of not more than one square foot, and/or

(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.

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.

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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 purpose.

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 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: No fence or wall shall be built or maintained except a solid screen type constructed of wood or masonry.

Section 7.22. Sight Distances at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations 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 lines 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.

Section 7.27. 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 to time, be designated for parking by the Board of Directors of the Association.

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 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

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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, liens and charges now 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 restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 9.3 Amendments: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Bexar County, Texas.

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 each class of members.

(b) Additional land within the area described in Deed Book 6883, Page 830, of the land records of Bexar County, Texas, and more particularly described by metes and bounds on Exhibit A attached hereto, may be annexed by the Declarant without the consent of members within ten (10) years of the date of

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this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 9.5. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of September, 1975.

FARM AND HOME SAVINGS ASSOCIATION

By:

Donald E. Leach

DECLARANT

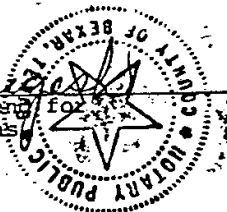
STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared DONALD E. LEACH, Vice President of FARM AND HOME SAVINGS ASSOCIATION, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office on this, the 3rd day of September, 1975.

Return To
Foster, Lewis Langley
Sardine Banks
1655 Frost Bk Tower
San Antonio, Texas
78205

Leis Duggan
Notary Public in and for
Bexar County, Texas



1975 SEP 4 PM 1:31
LEIS DUGGAN
NOTARY PUBLIC
BEXAR COUNTY TEXAS

221.225 Acres of land in the Louis Knipp Survey No. 11, and the N. Sanchez Survey No. 355, County Block 5014, Bexar County, Texas, and being out of the 273.26 acre John Eisenhower Tract described in deed of partition record in Volume 4217, Page 187 of the Deed Records of Bexar County, Texas, and the 80 acre Marvin Eisenhower Tract described by deed recorded in Volume 4427, Page 83 of the Deed Records of Bexar County, Texas, said 221.225 acre tract being further described as follows to wit:

- Beginning: At an iron pipe found in the new West line of Bulverde Road for the Southeast corner of the herein described tract, said point also being the Northeast corner of a 15.0 acre tract described by deed recorded in Volume 5411, Page 376 of the Deed Records of Bexar County, Texas;
- Thence: S 70°17'38" W, 1596.89 feet with the North line of said 15.0 acre tract to an iron pipe found in the fence line along the Southwest line of said 273.26 acre tract for the Northwest corner of said 15.0 acre tract;
- Thence: N 47°39'28" W, 4660.34 feet with a fence along the Southeast line of said 273.26 acre tract to a corner post found for the Southwest corner of the herein described tract, same being the Southwest corner of said 273.26 acre tract;
- Thence: N 43°06'43" E, 509.57 feet with a fence along the West line of said 273.26 acre tract to a post found for an angle point;
- Thence: N 09°49'53" W, 192.65 feet with a fence along the West line of said 273.26 acre tract to a post found for the Northwest corner of said 273.26 acre tract;
- Thence: S 85°51'43" E, 697.50 feet with a fence along the North line of said 273.23 acre tract to an iron pipe found for the West corner of the 6.88 acre tract described by deed recorded in Volume 4427, Page 83 of the Deed Records of Bexar County, Texas;
- Thence: N 45°18'50" E, 439.16 feet with a fence along the Northwest line of said 6.88 acre tract to an iron pipe found for the North corner of same;
- Thence: With a fence along the north line of said 6.88 acre tract following iron pipes found at corners as follows:
 S 59°42'31" E, 276.40 feet,
 S 80°38'33" E, 1506.08 feet, and
 S 64°40'27" E, 310.78 feet to an iron pipe found in the North line of said 273.26 acre tract for the east corner of said 6.88 acre tract;
- Thence: S 85°51'46" E, 338.95 feet with a fence along the North line of said 273.26 acre tract to an iron pipe found for an angle point;
- Thence: S 85°52'48" E, 134.56 feet along the North line of said 273.26 acre tract to an iron pipe found for the Northwest corner of a 4.0 acre tract described by deed recorded in Volume 5365, page 96 of the Deed Records of Bexar County, Texas;
- Thence: S 08°28'23" E, 422.41 feet with a fence along the West line of said 4.0 acre tract to an iron pipe found for the Southwest corner thereof;

Thence: S 85°49'47" E, 420.61 feet with a fence along the South line of said 4.0 acre tract to a corner post found in the new West line of Bulverde Road for the Southeast corner of said 4.0 acre tract;

Thence: S 07°38'38" E, 103.49 feet and S 33°58'36" E, 210.75 feet with a fence along the new West line of Bulverde Road to an iron pin set for the beginning of a curve;

Thence: Continuing with the West line of Bulverde Road 152.93 feet with a fence along the arc of a curve to the left having a radius of 1472.69 feet with a central angle of 5°57'00" to an iron pin set for the P.T. of said curve, the chord of said curve bears S 31°50'41" E, 152.86 feet;

Thence: S 34°49'11" E, 164.84 feet with a fence along the West line of Bulverde Road to a point for the beginning of a curve;

Thence: Continuing with the West line of Bulverde Road, 322.88 feet with a fence along the arc of a curve to the right having a radius of 2824.93 feet to an iron pin set for an angle point, the chord of said curve bears S 31°32'43" E, 322.70 feet;

Thence: S 72°34'39" W, 702.25 feet to an iron pin set for an angle point;

Thence: S 17°25'11" E, 406.85 feet to an iron pin set for an angle point;

Thence: N 72°34'49" E, 750.00 feet to an iron pin set in the West line of Bulverde Road for the beginning of a curve;

Thence: 12.44 Feet in a Southeasterly direction following the West line of Bulverde Road along the arc of a curve to the right having a radius of 2824.93 feet, the chord of which bears S 19°49'45" E, 12.44 feet, to an iron pin set for the end of curve;

Thence: Continuing with the West line of Bulverde Road, S 19°42'52" E, 273.78 feet to an iron pin set for an angle point;

Thence: S 78°40'12" W, 353.21 feet to an iron pin set for an angle point;

Thence: S 14°21'25" E, 290.04 feet to an iron pin set for an angle point;

Thence: S 86°06'16" E, 47.25 feet to an iron pipe found for the Southwest corner of the R. L. Livengood tract and continuing S 86°06'16" E, 75.27 feet with a fence for a total distance of 122.52 feet to a steel post found for an angle in the south line of said Livengood tract;

Thence: N 85°34'45" E, 273.87 feet with a fence along the South line of said Livengood tract to an iron pipe found in the West line of Bulverde Road;

Thence: S 19°42'00" E, 739.09 feet with a fence along the West line of Bulverde Road to the Point of Beginning, containing 221.325 acres, more or less.

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FILED IN MY OFFICE
JAMES W. KNIGHT
COUNTY CLERK BEXAR CO. *JK*

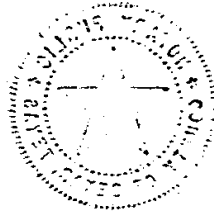
1975 SEP 4 PM 1 38

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

SEP 4 1975



James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS



REC 7655
MAY 839