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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROGERS RANCH UNIT 12, PLANNED UNIT DEVELOPMENT AND PROVISIONS FOR SHAVANO ROGERS RANCH CROSSTIMBER HOMEOWNERS ASSOCIATION

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FOR ROGERS RANCH SUBDIVISION, UNIT 12
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROGERS RANCH SUBDIVISION, UNIT 12 PLANNED UNIT DEVELOPMENT AND PROVISIONS FOR SHAVANO ROGERS RANCH CROSSTIMBER HOMEOWNERS ASSOCIATION

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

THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR ROGERS RANCH SUBDIVISION UNIT-12, PLANNED UNIT DEVELOPMENT is made on the date hereinafter set forth by Shavano Rogers Ranch North No. 1, Ltd., a Texas limited partnership ("Declarant"), for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, the below named Declarant is the Owner of the below described real property commonly known as ROGERS RANCH SUBDIVISION UNIT-12, PLANNED UNIT DEVELOPMENT, San Antonio, Bexar County, Texas (hereinafter called "the Subdivision"), to wit:

> Lot 55, Block 1 and Lots 2-41, Block 7, all in New City Block 16337, ROGERS RANCH SUBDIVISION UNIT-12, PLANNED UNIT DEVELOPMENT, Bexar County, Texas, according to plat thereof recorded in Volume 9539, Page 159, Deed and Plat Records of Bexar County, Texas;

WHEREAS, Declarant has created a residential community for the benefit of the present and future Owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots therein as part of the overall development of the project to be known as Rogers Ranch ("Project");

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in the Subdivision and Project and for the maintenance of the Common Areas and conservation areas therein, and to this end desires to subject the Subdivision, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the Owners thereof;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create agencies to which should

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be delegated and assigned the powers of maintaining and administering various Common Facilities and Common Areas within the Project to which Owners within the Subdivision will have access, and the Common Areas within the Subdivision which are exclusively for the benefit of Owners within the Subdivision, and for the purpose of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created herein or in other Project documents; and

WHEREAS, Shavano Rogers Ranch Crosstimber Homeowners Association has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of exercising the functions aforesaid as to the Common Areas within the Subdivision to be owned by the Association and those additional areas, if any, which the Association has heretofore determined or may hereinafter determine should be maintained for the benefit of the Subdivision and Lot Owners thereof, and all, if any, Common Areas located within such other real property as may have been either heretofore made subject to the jurisdiction of the Association or may be hereinafter annexed thereto and become subject to the jurisdiction of the Association; and

WHEREAS, the real property above described as constituting Rogers Ranch Unit-12 lies within and is a part of that certain parcel of about 900 acres which is more fully described or depicted on Exhibit "A" attached to the Declaration of Covenants, Conditions and Restrictions for Rogers Ranch Subdivision Unit-2, recorded in Volume 7003, Page 272, Real Property Records of Bexar County, Texas, under the terms of which Declarant has the right to annex said Rogers Ranch Unit-12 to the real property subject to the jurisdiction of Shavano Rogers Ranch Crosstimber Homeowners Association and Declarant desires so to do; and

WHEREAS, Declarant has deemed it desirable to provide for the protection of the environment and habitat proximate to the Subdivision and within the Project and to provide a mechanism for the ownership and maintenance of Rogers Ranch Right of Way, drainage, Loop 1604 Right of Way, primary and secondary conservation easements and other areas now or hereafter created within the Project, and has accordingly caused the formation of the Shavano Rogers Ranch East Property Owners Association ("Property Owners Association") for the purposes aforesaid and other purposes with the intention that the Shavano Rogers Ranch Crosstimber Homeowners Association also be a member of said Property Owners Association and subject to assessments of said Property Owners Association; and

WHEREAS, Declarant has deemed it desirable to bring the Subdivision into the scope, purview and jurisdiction of the Shavano Rogers Ranch Swim Club.

NOW, THEREFORE, Declarant declares that the above-described property constituting the Subdivision is and shall be held, transferred, sold, conveyed,

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occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth and shall hereafter be subject to the jurisdiction and assessments of SHAVANO ROGERS RANCH CROSSTIMBER HOMEOWNERS ASSOCIATION, SHAVANO ROGERS RANCH EAST PROPERTY OWNERS ASSOCIATION, and SHAVANO ROGERS RANCH SWIM CLUB on the terms and provisions herein stated as follows, to wit:

I. **Definitions**. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

A. Annexation Area shall mean that certain parcel of about 900 acres which is more fully described or depicted on Exhibit "A" attached hereto, which Declarant may cause to be annexed to the Subdivision and Association.

B. Architectural Control Committee ("ACC" or "Committee") shall mean and refer to the Committee created hereinafter, subject to the provisions herein, by Declarant.

C. Association shall mean and refer to Shavano Rogers Ranch Crosstimber Homeowners Association, a Texas non-profit corporation, its successors and assigns as provided for herein.

D. Board of Directors and Board shall mean and refer to the Board of Directors of Rogers Ranch Crosstimber Homeowners Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

E. Builder Member shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.

F. City shall mean the City of San Antonio, Texas, and its applicable agencies, departments and committees.

G. Committee - See "Architectural Control Committee"

H. Common Areas and Common Facilities shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. The initial Common Areas to be conveyed to the Association shall include Lot 55 (private street and entry gate) and Lots 4, 12 and 41 (greenbelts), provided, however, Declarant reserves the right to further restrict the permitted improvements and uses of the greenbelt beyond the restrictions on use set forth herein. Ownership of the initial Common Areas will be transferred to the Association, free of lien prior to the sale of the first Lot. Nothing herein shall be construed as requiring Declarant to construct improvements upon the greenbelt or Common Facilities. Owners are also advised that the POA will own and maintain nature/pedestrian trails around and near the Subdivision which will be accessible by Owners and by other residents within the Project.

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I. Common Maintenance Area shall mean and refer to the Common Areas and all, if any, entrance monuments, perimeter walls, drainage facilities, trails, playground, and detention ponds, esplanade and right-of-way landscaping and other areas deemed appropriate by the Board of Directors of the Association to be maintained by the Association for the preservation, protection and enhancement of the property values within the Subdivision and/or the general health, safety, welfare, or benefit of the Owners.

J. Declarant shall mean and refer to Shavano Rogers Ranch North No. 1, Ltd., its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assigns.

K. Declaration shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

L. Improvement shall mean every structure on the Properties and all appurtenances thereto of every type and kind, including, but not limited to, buildings, outbuildings, storage sheds or buildings, guest quarters, gazebos, patios, driveways, walkways and paved areas, tennis courts, fountains, large barbecue units, green houses, barns, basements, and large visible decorative items, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

M. Living Unit shall mean and refer to a single family residence and its attached or detached garage situated on a Lot.

N. Lot shall mean and refer to any of the plots of land numbered Lots 2, 3, 5-11, and 13-40, Block 7, New City Block 16337, ROGERS RANCH SUBDIVISION UNIT- 12, PLANNED UNIT DEVELOPMENT, Bexar County, Texas, as shown on the Subdivision Plat.

O. Master Plan shall mean that certain preliminary plan of development for the Project area, as depicted on Exhibit "B" attached hereto, the original of which plan is maintained at Declarant's offices. The Master Plan anticipates some commercial development within the Project and conservation and restricted areas within the Project. The Master Plan is not binding on Declarant and may be amended by Declarant from time to time.

P. Member shall mean and refer to all those Owners who are members of the Association as provided herein.

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Q. Mortgage shall mean any mortgage or deed of trust covering any portion of the Properties given to secure the payment of a debt.

R. Mortgagee shall mean the holder or holders of any Mortgage or Mortgages, or any other interest held as security for the performance of an obligation.

S. Owner(s) and Lot Owner(s) shall mean and refer to the record Owner(s), whether one or more persons or entities, of the fee simple title to any Lot, or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

T. Plans and Specifications shall mean any and all documents designed to guide the construction, alteration or erection of any Improvement.

U. Properties shall mean and refer to the above described properties known as ROGERS RANCH UNIT-12 PLANNED UNIT DEVELOPMENT, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

V. Property Owners Association and POA shall mean and refer to Shavano Rogers Ranch East Property Owners Association, a Texas non-profit corporation, with the power of assessment and lien against the Lots and as to which the Rogers Ranch Crosstimber Homeowners Association shall be a Member.

W. Shavano Rogers Ranch Swim Club and SRRSC shall mean and refer to Shavano Rogers Ranch Swim Club, Inc., a Texas corporation whose primary purpose will be to own and operate a swimming pool facility and other recreational facilities for the benefit of Owners of Lots within units of Rogers Ranch Subdivision. Every Owner of a Lot will be a member in the Shavano Rogers Ranch Swim Club and subject to payment of the membership dues of SRRSC, which dues shall be secured by a lien on the Lots. The lien of SRRSC shall be subordinate to the lien of any first mortgage.

X. Single Family shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated house mates equal to the number of bedrooms in a Living Unit.

Y. Subdivision shall mean and refer to the Properties, as defined herein.

Z. Subdivision Plat shall mean and refer to the map or plat of ROGERS RANCH SUBDIVISION UNIT-12 PLANNED UNIT DEVELOPMENT, filed for record in Volume 9539, Page 159, of the Deed and Plat Records of Bexar County, Texas and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

AA. Water Pollution and Abatement Plan ("WPAP") shall mean and refer to the Water Pollution and Abatement Plan recorded in Volume 6249, Page 25, Real Property Records of Bexar County, Texas.

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II. Development of the Properties

A. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration are the above-described Lots within the Subdivision, as shown on the Subdivision Plat, which real property is sometimes referred to herein as the "Existing Property."

B. Addition of Land. Additional lands may become subject to this Declaration in the following manners:

1. By Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within ten (10) years from the date of this instrument; provided that such additions lie within the Annexation Area depicted on Exhibit "A" attached hereto and incorporated herein by reference. Declarant, its successors and assigns, shall not be bound to make any additions to the Existing Property or to follow any particular type of development which may be reflected on the Master Plan described on Exhibit "B" attached hereto and incorporated herein by reference. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to such additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Existing Property. Declarant shall have the right to cause additional lands to be made subject to the jurisdiction of the Association without the joinder or consent of any Members so long as such additional lands lie within the Annexation Area depicted on Exhibit "A" (i.e. two [2] or more units covering separate subdivisions may be combined by Declarant into the jurisdiction of the Association).

2. Other Additions. The Owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written submission therefor to the Association together with the following:

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a. The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

b. The proponent shall describe the nature and extent of common facilities to be located on the proposed property and fully describe any mortgage debt related to the common facilities or other debt which he seeks the Association to assume; and

c. The proponent shall state that the proposed additions if made will be subjected to the general scheme of this Declaration and all Association assessments.

d. Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two-thirds (2/3) approval of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.

C. Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw areas owned by Declarant from the Properties, and upon such withdrawal, this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to those lands withdrawn. In order to withdraw lands from the Properties hereunder, Declarant shall be required only to record in the Real Property Records of Bexar County, Texas, a notice of withdrawal of land containing the following provisions:

1. A reference to this Declaration, which reference shall state the book and page numbers of the Bexar County Real Property Records wherein this Declaration is recorded;
2. A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
3. A legal description of the withdrawn land.

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III. Property Rights

A. Mortgage and Conveyance of Common Areas. Common Areas owned by the Association shall not be mortgaged or conveyed by the Association without the prior approval of two-thirds (2/3) of the owners other than Declarant. If ingress or egress to any Lot is through the Common Areas, any mortgage or conveyance of the Common Areas by the Association shall be subject to an easement of ingress and egress for the Owner of such Lot(s).

B. Members' Easements of Enjoyment. Subject to the provisions of Sections C and D of this Article III, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

C. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat and/or in this Declaration.
2. The rights of the Association, once it has obtained legal title to the Common Facilities, as provided in Article III, Section A, above, to do the following:
   a. To borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;
   b. to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosure; and
   c. to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities.

D. Entry Gate, Streets and Security

1. Entry Gate. Streets within the Subdivision shall be private and shall be owned and maintained by the Association. Vehicular access to the Subdivision will be via a controlled entry gate. Except as herein provided, the Association may make rules governing access to the Subdivision and the use (including parking) of Subdivision streets.
   a. Absent Declarant's written consent to the contrary, the Subdivision entry gate, when constructed, shall be kept open to the public everyday from 7:00 a.m. to 6:00 p.m. (or 7:00 p.m. in relation to daylight savings time), until six (6) months following the conveyance of the last Lot

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owned by Declarant within the Subdivision and future phases of development to be annexed to the jurisdiction of the Association. This right of entry is to ensure access to Lots by prospective new home purchasers and builders to complete construction of homes.

2. Streets. Each prospective Lot Owner is hereby notified that the streets within the Subdivision are not public streets, but are private streets. Declarant and/or its contractor warrants the construction of the streets for a period of one year from completion of the street as verified by the project engineer engaged by Declarant. Maintenance beyond that period is the responsibility of the Association. Declarant has made an effort to preserve native trees wherever possible and to maintain an ambience of country lanes. Each prospective Lot Owner should carefully note the width of the paved portion of the streets, the proximity of trees to the pavement, and the location of trees within various esplanades. In purchasing a Lot, the Owner specifically assumes the risk for himself, his family, employees, guests, contractors and all other invitees of driving in narrow streets bordered closely by native trees and agrees to do so in a safe manner. Each prospective Lot Owner also is notified that the drainage ditches, culverts and other drainage facilities within the Subdivision are not publicly owned and may be privately owned. Each prospective Lot Owner should carefully note the location of the facilities and avoid unsafe conduct in those areas.

   a. In purchasing a Lot, the Owner specifically assumes the risk for himself, his family, employees, guests, contractors and all other invitees of knowing the location of such drainage facilities and agrees to refrain from unsafe conduct in the proximity of such facilities.

   b. The Board of Directors may make reasonable rules and regulations, and may prescribe such penalties, as it determines reasonable and necessary, to promote safety within the Properties. In the event an Owner or Owner's family member or guest repeatedly violates such rules or fails to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable and prudent manner on the private streets within the Subdivision, such person may be subject to such penalties, including, but are not limited to the following:

      (1) fines; and/or

      (2) the suspension of such person's right to traverse the private streets within the Subdivision *via*

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motorized vehicle for a period not to exceed 30 days.

c. The Board may make such other and further rules regarding notification of safety infractions, proof of safety infractions and/or enforcement of the penalties as may be reasonably necessary to give effect to this Section.

d. In the event speed and traffic control in the Subdivision are assumed by the City or by some other public agency having the authority to issue penalties for infractions thereof, the penalties prescribed herein may not be imposed in addition to the penalties imposed by said public entity.

3. Security. Although the Association may elect in the future to provide security for the Subdivision, the Association is not now a provider of any security, and Owners must provide their own security for their home and property. A guard station has been constructed at the entry to the Subdivision, but the initial budget and level of assessments of the Association do not provide for the manning of the guard station. The guard station will not be manned until such time, if ever, as a sufficient number of Owners authorize the necessary increase in assessments to pay for same.

IV. **General Restrictions**. All land included within the Properties shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage for not less than two (2) automobiles or as part of the Common Facilities; provided, however, that only one such private single-family residence may be constructed, or otherwise placed upon, any one Lot. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties and no others. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an Owner or resident.

A. Animals. No animals, livestock, poultry, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community, or animals that may hunt or prey on birds, shall ever be raised, kept, bred, or harbored on any portion of the Properties, except that dogs or other common household pets [not to exceed a total of three (3) adult animals] may be kept, provided that they are not kept, bred, or maintained for any

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commercial purposes and provided further that such common household pets shall at all times, except when they are confined within a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year of age or older.

1. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws), and in accordance with all rules established by the Association. It shall be the responsibility of the Owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

B. Builder Approval. No construction of any building, fence, wall, recreational facilities, landscaping, outbuilding or other structure or any other Improvement (as defined in Article I, Section L. herein) shall be commenced on, in, or within the Properties until the primary contractor to perform such construction shall have been approved in writing by the ACC. In the event that the Committee fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within thirty (30) days after such request is submitted to it, such approval will not be required, and the provisions of this Section will be deemed to have been fully complied with.

C. Commercial Lots. "Commercial Lots" (as such term is defined in that one certain Master Declaration of Covenants, Conditions and Restrictions for Eastern Portion of Rogers Ranch and Creation of Shavano Rogers Ranch East Property Owners Association recorded in Volume 7004, Pages 1007 *et seq.* of the Real Property Records of Bexar County, Texas) are excluded from the covenants, conditions and restrictions set forth in this Declaration and have been and/or may be developed within Declarant's sole discretion, subject to applicable City zoning ordinances.

D. Common Areas. The following restrictions shall apply to the Common Areas:

1. No maintenance, trimming, cutting or removal of any vegetation situated in the Common Areas may be undertaken by or on behalf of an Owner by anyone other than the Declarant or a party expressly authorized by Declarant to do so.

2. No activities shall be conducted or permitted by any Owner in the Common Areas which would cause the Common Areas to have an unattractive appearance, which would constitute a nuisance or a material annoyance or disruption to the other

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Owners, or which would obstruct the Common Areas in any way.

3. No permanent or temporary storage of any personal property or materials shall be permitted in the Common Areas.
4. No motorcycles, motorbikes, off road recreational vehicles or other similar motorized vehicles will be permitted in any greenbelts, trails or other designated portions of the Common Areas without the prior written approval of the ACC. The ACC reserves the right to promulgate reasonable rules and regulations from time to time governing the use of any such vehicles within the Common Areas.
5. No firing of guns, shooting of arrows or other similar dangerous or objectionable conduct shall be permitted in the Common Areas.

E. Construction Materials and Debris. Each Owner and Builder Member shall provide sufficient dumpsters, of a size and location approved by the ACC, to handle all construction debris, which dumpsters shall be regularly used and emptied to keep construction debris from accumulating on Lots. In particular, all refuse or waste material generated from such builder's construction shall be placed therein and picked up for disposal on a regular basis. Additionally, the Owner and Builder Member of a residence undergoing construction shall be responsible for providing sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. These requirements are intended to facilitate the goal of the Declarant and the Association to maintain the Subdivision in a clean and respectable manner. If an Owner or Builder Member unreasonably violates this objective, the Declarant and/or the Association shall have the option to initiate cleanup of the Lot, and/or place facilities on the Lot necessary to maintain the referenced goal. In the event such action becomes necessary, the costs and expenses of same shall be imposed upon the Owner, and shall become a lien on the Lot as described in Article VI, Section D - 9 herein.

F. Construction of Improvements and Design Restrictions. In order to protect the overall integrity of the development as well as the quality and appearance of improvements of all Owners within the Subdivision, the Architectural Control Committee established in Article IX, Section A hereof, shall have full authority to control all construction, development and improvement activities of any kind within the Subdivision, and to insure that all such activities are properly conducted in accordance with and in good workmanlike manner, and in accordance with standard industry trade practices. Traditional style architectural designs are encouraged. No geodesic,

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A-Frames, log homes, or free style architectural designs shall be permitted. Owners are encouraged to submit preliminary or conceptual plans and specifications of front elevation (and side elevation on corner lots), materials specifications, and the positioning of the Living Unit upon the Lot to the said Architectural Control Committee for review and comment, prior to the completion of final plans and specifications. Prior to the commencement of any construction, all final plans and specifications must be approved (or disapproved) in writing, by the said Architectural Control Committee.

G. Firearms, Projectiles and Weapons. The discharge of any firearm, including BB guns and pellet guns, within the Subdivision or on adjacent lands owned in whole or in part by Declarant, the Association, SRRSC or the POA, is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a Lot and not involving the hunting or killing of any animal. The discharge of all fireworks within the Subdivision or any property owned by Declarant, the Association, SRRSC or the POA is prohibited.

H. Hazardous Activities. No activities shall be conducted on the Properties and no Improvements shall be constructed on the Properties which are or might be unsafe or hazardous to any Person or the Properties. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Properties, no open fires shall be lighted or permitted, except within interior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult.

I. Storage and Disposal of Hazardous Materials; Burning Prohibited. Except with the express written approval of the Architectural Control Committee no butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for (a) portable, small sized tanks used solely to fuel barbecue units or portable tools, (b) fuel tanks installed in vehicles, boats or equipment, or (c) a reasonable number of portable cans/tanks used to refuel equipment or vehicles. No open fires shall be permitted on any Lot except those within a safe, well-designed interior fireplace or those within a contained barbecue unit which is attended while in use for cooking purposes only. The burning of any materials will not be allowed including, but not limited to brush and building materials on any Lots, Common Areas, or greenbelts within the Properties or on any POA Common Areas, greenbelts or conservation areas.

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J. Insurance Rates. Nothing shall be done or kept on any Lot which will increase the rate of insurance, or cause the cancellation of insurance, on any other Lot or any Improvement on any other Lot.

K. Maintenance.

1. Improvements. Each Owner is responsible for keeping all Improvements on their Lot in a neat, well maintained, and attractive fashion. No Improvement shall be allowed to be left in a state of disrepair, damaged, or in a condition which appears to be excessively weathered or worn.

2. Irrigation Systems. Each Owner is responsible for maintaining his irrigation system in working order at all times.

3. Lot and Lawns and Plantings. The Owners of all Lots shall keep grass and vegetation well mown and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die or are diseased, and shall keep all yard areas in a sanitary, healthful, and attractive manner. Lawns, front and back, must be mowed at regular intervals (maintained at less than six inches (6") in height), and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot, will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

   a. All Owners are advised to secure from the Texas Forest Service, local county agent, Texas Extension Forester at Texas A&M University, or elsewhere, information on oak wilt and other diseases which may infect their trees and may spread to trees on other Lots.

   b. Each Owner is responsible for taking such action as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always will spread from a diseased tree to its neighboring oaks, at a minimum, each Owner shall:

      (1) Properly destroy all infected oaks;

      (2) Avoid unneeded pruning of and immediately apply dressing to all wounds on oaks. It should be noted that the period of February 1 to June 1 is the most susceptible.

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(3) Where oak wilt is detected, trench three feet (3') deep in advance of infection front (100 feet is recommended) to stop the spread through connecting roots;

(4) Avoid infected oak firewood. As a precaution, no oak wilt infected firewood should be kept for more than one heating season and firewood should be cut only in the summer;

(3) Use fungicide propiconazole to treat uninfected oaks when Owner becomes aware of oak wilt nearby.

c. The foregoing information regarding oak wilt is provided to alert Owners and neither Declarant or the Association shall be liable to any Owner in connection with the existence or spread of oak wilt on any Lot.

d. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any one of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mails, Declarant, or the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass not being maintained, remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or infected oak trees, or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

e. Until a Living Unit is built on a Lot, Declarant or the Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its reasonable judgment, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, after ten (10) days written notice,

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remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of such Lot shall be obligated to reimburse Declarant for the cost of any such maintenance or removal upon demand. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

4. In the event an Owner is advised by the Board, or by an agent of a management company hired by the Board to assist with administration of Association business that the condition of their property is violative of this section, the Owner shall undertake whatever measures are necessary to cure the non-conforming condition as soon as it is reasonably practicable to do so.

L. Mining and Drilling.

1. Individual Water Supplies. No individual water supply system shall be permitted on any Lot, including, but not limited to water wells.

2. Mineral Development. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portion of the Properties.

M. Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Properties. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Properties so as to be offensive or detrimental to any other portion of the Properties or to its occupants.

N. Numbering. House numbers identifying the address of each house must be placed as close as possible to the front entry so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house.

O. Nuisances; Cesspools. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner or occupant shall perform any work that

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will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents. No privy, cesspool, or septic tank shall be placed or maintained upon any portion of the Properties.

P. Parking and Storage of Vehicles. No boat, trailer, tent, recreational vehicle, camping unit, wrecked, junked, inoperable, self propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained in any portion of the front yard in the front of the building line of the permanent structure and shall be parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area, which shall be approved by the ACC, which prevents the view thereof from any Subdivision street, the Common Facilities, or adjacent Lot.

1. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any front yard, driveway, or within view of an adjacent street or Common Areas. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area, which shall be approved by the ACC, which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily located for the purpose of serving such Lot. No camper, boat, trailer, equipment, or machinery shall be parked in front of any residence for a period in excess of 24 consecutive hours.
2. Owners shall not be permitted to use the parking spaces designated within the parking island located on Bee Tree Cove for personal everyday use, and such spaces shall be used only by visitors or business invitees and for short intervals by Owners in accordance with rules and regulation promulgated by the Association from time to time.
3. The Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Facilities (including Subdivision streets and in parking islands) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood. Such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section. During the construction of improvements on a Lot, necessary

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construction vehicles may be parked thereon for and during the time of such necessity only.

Q. Repair and/or Restoration of Buildings. In the event of fire or other casualty causing damage to improvements on a Lot, the Owner of the Lot shall promptly remove all debris and promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such removal of debris and repair, restoration or replacement shall be commenced within thirty (30) days of the casualty and shall be completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures, except with the written consent of the Architectural Control Committee.

To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same diligently to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or cleanup, and such Owner shall be personally liable to he Association for the cost of such work and the Lot shall be subject to the lien of the Association for such costs; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or cleanup, the rights of the Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed.

R. Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided however, all lessees shall be required to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a Lot or Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with all terms of this Declaration. No "time-share plan" or any similar plan of fragmented or interval ownership of said Single Family Unit shall be permitted on the Properties.

S. Resubdivision and Consolidation of Lots. No Lot may be subdivided except with the written consent of Declarant. Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior approval of the Architectural Control Committee consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein; The Lot resulting from such

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consolidation shall bear, and the Owner thereof shall be responsible for all assessments applicable to the Lot. Provided the unimproved Lots have been consolidated by a reasonably identifiable method, as approved by the Committee, the assessment for this consolidated Lot, shall be the same as any other single unimproved Lot. When the consolidated Lot is improved with a single living unit, the Owner will be subject to the assessment for a single improved Lot.

T. Rubbish and Debris. Except as otherwise expressly provided in this Section, no trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened by planting or fencing.

1. Reasonable amounts of construction materials and equipment may be stored upon a Lot by the Owner thereof for reasonable periods of time during the construction of improvements thereon provided that the same shall not be stored or kept within any drainage easement area.
2. It shall be the duty of each Owner to preserve the condition of surrounding properties during the construction of each residence on any Lot. No grading, dumping, disposal of trash, driving of vehicles or equipment operation or other activities shall be permitted to overlap or encroach on neighboring Lots or the greenbelts or other Common Areas. No material shall be dumped or stored in any street, green belt, Common Areas, or conservation area.
3. It shall be the duty of all Owners and their builders to prevent trash from their activities from finding a resting place on any one of the surrounding properties, and any trash for any reason placed, moved, dumped or blown by wind onto neighboring Lots, greenbelts, conservation areas, Common Areas, open areas, or streets shall be promptly retrieved and place in the collection facility herein required.
4. No lumber, gravel, bricks, sand, dirt or other material of any nature shall be placed or stored on the streets, safety lanes, greenbelts, open areas or adjoining property, nor shall tractors, graders, ditching machines or other machinery be parked or placed on said areas without express written permission from the Owner thereof received in advance.

U. Unsightly Articles; Vehicles. No unsightly article shall be permitted to remain on any Lot so as to be visible from adjoining land or public streets. Without limiting the generality of the foregoing, trailers,

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trucks (other than pickups not to exceed one ton capacity), boats, tractors, vans, recreational vehicles and other vehicles used or designed for use as commercial vehicles, campers, wagons, buses, motorcycles and similar two (2) and four (4) wheel motorized vehicles, motor scooters, golf carts, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in fully enclosed garages or other structures, screened from public view. No commercial vehicle owned or driven by an owner or any resident of the Subdivision shall be parked on any driveway or street within the Subdivision. Each residential structure constructed within the Properties shall have sufficient garage space, or screened area to the rear of the residence to house all other vehicles to be kept on the Lot.

V. Signs. No signs of any kind shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or improvements for sale or lease, except as expressly permitted by the Architectural Control Committee. Each model home may be advertised by one front yard sign not larger than four feet by eight feet (4' x 8'), which shall have been approved in advance by the Committee as to color and design.

1. The Committee shall establish standardized sign criteria which permits the displaying of one sign per Lot uniform in size, color and permitted location on the Lot, which such sign can be used to identify that an Improved Lot is for sale or lease. The Committee specifically reserves the right to establish a separate set of sign standards and criteria for Unimproved Lots and to modify both such standards and criteria from time to time, but in no event shall any sign reference bankruptcy, distressed nature of sale, lease, or foreclosure. The Committee shall be contacted for information on sign style, color, where the sign inset and sign frame can be obtained.
2. In addition to the foregoing, political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election, and that the ACC shall have the right to regulate the size and type of political signs on Lots.
3. All other signage is prohibited such as, but not limited to; builders/architect signs, subcontractors, lenders, real estate companies etc. All signs within the properties shall be subject

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to the prior written approval of the ACC. No bandit signs are allowed on any Lots, parkways, common grounds, or any other areas within the Subdivision nor are any bandit signs allowed along Rogers Ranch Parkway as stated in the POA restrictions.

4. Signs used by Declarant to advertise the Properties during the development, construction and sales period shall be permitted, irrespective of the foregoing, but subject to size, design, and other requirements of the Committee.

W. Temporary Structures and Facilities. Except as expressly provided herein, no structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained or any Lot. All structures of a temporary character must be approved by the Architectural Control Committee.

1. Notwithstanding the other provisions of this Article, Declarant reserves unto itself and its assigns in writing the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Properties as Declarant in its sole discretion may determine to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Properties. Each Builder Member may not, however, utilize more than one mobile trailer or similar vehicle as a temporary facility, but may use such as a sales or construction office only in support of sales and construction activities within the Subdivision, and each such mobile trailer or similar vehicle shall be parked only within a Lot owned by such Member, the location and use of which shall have been approved in advance by Declarant or Committee.

2. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities, other than mobile trailers or similar vehicles, as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary facilities for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties the location and use of such facilities shall have been approved in advance by Declarant or Committee.

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X. Water and Sewage Systems. No individual water supply system or sewage disposal system shall be permitted on any lot, including, but not limited to, water wells, cesspools or septic tanks. Each dwelling on a Lot must utilize the City water system and City sewage disposal systems provided to the Subdivision.

Y. Yards.

1. Front Yard. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock or material other than dirt and vegetation except for such driveways and sidewalks as have been approved by the Architectural Control Committee. The "front yard area" shall be defined as that area of a Lot situated between the front Lot line and a line extending from the front of a residence to the side Lot lines.

2. Back Yard. The Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view from a street or Common Areas shall construct and maintain an inner fence or other improvements as approved by the ACC to adequately screen from view of streets and Common Areas any of the following: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. Trash, garbage or other waste materials shall be kept in a clean and sanitary condition. Clothes hanging devices exterior to a dwelling shall not exceed six feet (6') in height and shall be so located as to not be visible from any street or Common Areas.

V. Residential Restrictions and Construction Requirements:

A. Antennas. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot except with the prior written approval of the Architectural Control Committee which shall have the authority to disapprove the installation of same. With the prior written consent of the Architectural Control Committee, a satellite disc or dish may be placed on a Lot where not visible from a street or Common Areas and where such location does not adversely affect the view from an adjacent Lot.

B. Artificial Vegetation. No artificial vegetation shall be installed or kept in the front or side yard areas on any Lot.

C. Athletic Facilities. Tennis-court lighting and fencing shall be allowed only with the approval of the ACC. Basketball goals, or backboards, or any other similar sporting equipment (portable basketball goals) of either a permanent or temporary nature shall not be placed within

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twenty feet (20') from the front property line of any Lot or the side Lot lines of corner Lots, or within five feet (5') of any interior side Lot line in the Subdivision without the prior written consent of the ACC and shall not be placed. All basketball backboards shall be of a clear, see-through material. The ACC will consider other quality backboard materials. All supporting poles and stanchions shall be painted either black or dark hunter green. Basketball backboards may not be affixed to the main residence building. The ACC will have the right to further regulate the appearance and placement of all sporting apparatus including basketball goals. All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

1. All children's play equipment or structures shall be submitted to the ACC for review.
2. Landscaping and fencing requirements may be established by the Committee for the purpose of screening courts in an aesthetically pleasing manner.

D. Building Materials, Finishes and Colors:

1. Masonry. The exterior walls of all residential buildings shall be constructed with masonry, rock, stucco, brick or masonry veneer for the entire first floor of the exterior wall area (exclusive of chimneys and/or boxed windows situated on the sides or the rear of the Living Unit), and at least 75% of the front, exterior wall area. In determining compliance with this section window and door openings shall be considered as masonry. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other material commonly referred to Bexar County, Texas as masonry but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed.
2. Siding. Subject to the limitations imposed by Section 1 above, wood siding may be used. All other siding materials, and all siding colors, must be approved by the Committee. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed.
    a. Sidewall Design. The sidewall of each house on a corner lot that faces a side street will be designed and completed to create an attractive appearance that is comparable to its front elevation in terms of building materials, use of architectural trim and decor, windows, doors and other relief areas.

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3. Roofing. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be architectural dimensional composition shingles, Elk Prestique II or its equivalent, as approved by the ACC. All roofs shall have a pitch of 4:12 or greater. The Architectural Control Committee shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. No flat roofs are allowed.
   a. The Architectural Control Committee shall establish roofing criteria which are directed to
      (1) generally improving the quality of material used;
      (2) encouraging the use of colors which are in harmony with other structures in the subdivision; and
      (3) establishing minimum pitch requirements.
4. Finishes and Colors. The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the Architectural Control Committee. A sample of the masonry, roofing material, paint color(s) and any additional exterior materials shall be submitted to the ACC for review prior to its application. Any changes to exterior material or color shall be submitted to the ACC for review.
5. Windows. All windows shall be wood or factory or job-finished painted metal windows or as approved in writing by the ACC and shall be white, beige, or stained, or painted in a color compatible with the exterior color of the residence and approved by the ACC. All glass in exterior windows, except fixed glass, shall be double pane and of a color and type approved by the Committee. No bronze colored, reflective, mirror type, or stained glass is permitted.
6. Exterior Glass and Mirrors. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other Improvements constructed upon the Properties.

E. Burglar and Fire Alarms. Each residence constructed on a Lot within the Subdivision shall be pre-wired for a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio or governing municipality then in effect. The Committee may, but is not required to establish, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Lot Owners and Builders and may disapprove any plans

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and specifications not conforming to this provision or such standards.

F. Chimneys. All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys or materials architecturally compatible with the finish material of the exterior wall of the dwelling or otherwise approved by the ACC. All chimneys located on the front side of a residence will be composed of masonry matching the primary masonry used on the residence. Any chimney on Lots 2, 3, 5-14, 20, 21, 29, 33, 34, 38-40, Block 7, will be composed of masonry matching the primary masonry used on the residence regardless of which side of the residence the chimney is located on.

G. Compliance with Provisions of this Declaration. Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any of this Declaration shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of this Declaration, its terms or provisions. Any Owner acquiring a Lot in reliance on this Declaration, its terms and provisions shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless from any damages resulting from any amendment to or invalidity or unenforceability of the Declaration.

H. Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Properties. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued to completion with reasonable diligence and as hereinafter provided, and conforms to usual construction practices in the San Antonio, Texas area.

I. Construction in Place. All Improvements constructed on the Properties shall be built in place on the Lot and the use of prefabricated buildings are prohibited.

J. Corner Lot Residences. Residences constructed upon corner lots shall be oriented so that the front of the residence shall face the street as approved by the Architectural Control Committee.

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K. Drainage. All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas or as determined by a qualified engineer. All work done on any Lot affecting or pertaining to the Lot grade, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with Section D of Article XV hereof entitled Easements, must be in compliance with the grading plan for the Properties (per Exhibit F attached hereto), and must be in accordance with the site grading and drainage plans prepared by an engineer selected by Declarant or The Architectural Control Committee to prepare such plan or plans and also in accordance with all applicable laws, codes and regulations.

L. Driveways, Sidewalks and Curbs.

1. Driveways

a. Driveways on each residential Lot and visible from a street must be constructed of broom finished concrete, pebble finish concrete, stamped concrete, or brick pavers, provided, however, the first four feet (4') of the driveway entry shall be broom finished concrete with four (4) foot score jonts to match the pedestrian sidewalk. (Per Exhibit "E" attached).

b. No more than one curb cut per Lot shall be permitted without approval of the Committee. Except with approval of the Committee, no circular driveway shall be more than twenty feet (20') in width. Driveway locations shall be only as approved by the Committee.

c. Driveways which have more than six inches (6") of exposed concrete foundation sides shall have a masonry veneer applied or be fully parged. Landscaping may be required depending on the amount of exposure.

d. The driveway leading directly to the garage shall in all cases, and regardless of the house being on the topographically low or high side of the street, be constructed in a manner consistent with the F.H.A. "Block and Lot Grading" data sheet guidelines:

(1) The elevation of the driveway surface at a point ten (10) linear feet from the curb line shall be as least nine inches (9") higher then the pavement grade at gutter line. There shall be a twelve percent (12%) positive slope meeting the city of San Antonio Public Works requirements.

(2) The grade (slope) of the driveway shall not exceed fourteen percent (14%) (1.4 VF per 10 LF).

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(3) For Lots on the topographically low side of the street, and in addition to the above, the driveway shall be constructed with a protective swale in front of the garage to prevent runoff water from entering into the house and/or garage. Also, the driveway shall not have the effect of "trapping" a low area of ground with no other convenient route of drainage. The overall Unit Lot Grading Plan will serve to indicate areas of concern.

2. Sidewalks

a. All Lot Owners, shall construct and maintain in good repair and condition, or cause to be constructed and so maintained, at his own expense, a sidewalk, along and adjoining that portion of the perimeter of the Lot adjacent to the curb of any street, which shall be of a design and composition meeting all specifications of the City of San Antonio or governing municipality and approved in advance by the Committee. Sidewalks adjacent to the curb shall be at least four feet (4') wide. Builders and contractors are required to clean streets immediately after sidewalks and driveways have been constructed.

b. All pedestrian sidewalks located within the ten foot (10') easement adjacent to the curb are required to be broom finished concrete.

c. The portion of the pedestrian sidewalk which transverses the driveway is also required to be broom finished concrete. (Per Exhibit "E" attached).

3. Curbs

a. The header curb adjacent to the asphalt must be concrete and scored with the same scoring pattern as the curb. (Per Exhibit "E" attached).

b. Any portion of curbing which is damaged, whether during construction or afterwards, shall be repaired as soon as practicable at the sole and exclusive expense of and by the Owner of the Lot appurtenant to such damaged curb.

4. General. Asphalt paving and loose gravel driveways or sidewalks are specifically prohibited forward of the front building line. Builders and contractors are required to clean streets immediately after aggregate finished sidewalks and driveways have been washed.

M. Exterior Air Conditioning Equipment. All air conditioning units or other outdoor equipment shall be located where not in view of any street, Common Areas, or fully screened by landscaping (evergreen

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plants) or fencing so as not to be in view from any street or Common Areas.

N. Exterior Lighting. Exterior light fixtures are required at the front door of each residence; provided, however, that no light fixture or lantern of any type shall be placed in the front yard, or in the back yard if same is visible from any other portion of the Properties or any streets, of any Lot until the same has been approved by the Committee. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the approval of the ACC). Maintenance and the cost of electricity to operate the street lights shall be the responsibility of the Association. The Owners of the enumerated Lots below shall receive a credit or reimbursement from the Association for the estimated use of electricity for the street lights billed to their residences. Prior to completion of construction of a principal residence on any Lot herein designated, the Owner of said Lot shall be responsible for the electrical connection and supply of the initial bulb (100 watt metal halide). Lighting specifications shall be specified by the Committee. Such lights and fixtures shall be repaired and maintained by the Association and at the expense of the Association. Each designated Lot and adjoining Lot shall be subject to an easement of access and use for placement, repair, and maintenance of such light fixtures. The following Lots and the Owners thereof are responsible for such front light fixtures:

   a. Lots 2, 17, 22, 26, 27, 29, 31, 33, 37 and 40, Block 7.
   b. The front light fixtures shall be located and maintained as currently erected or located on such Lots and the Declarant and the Association shall have an ingress and egress easement to these lights for maintenance, repair, reconstruction, or removal of same.

O. Fences. No fence or wall shall be built or maintained forward of the front building line, nor any hedge planted or maintained forward of the front setback line, of the main structure. This setback restriction does not apply to decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. Except as specifically set forth in this Declaration, all fences or walls located on a Lot are to be maintained at the expense of the Lot Owner.

   1. The required and permitted fencing which may be installed by an Owner, subject to the requirements of this Section O, is as follows:

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a. Side Line Fences For Lots 2, 3, 5-40, Block 7 (except for fences adjacent to the street or Rogers Ranch Swim Club) and Rear Line Fences For Lots 22-37, Block 7: Shall be composed of one inch by four inch (1" X 4"), six feet (6') tall, vertical cedar planks, without gaps between planks.

b. Side Line Fencing for Lot 2, Block 7 and Rear Fencing For Lots 20, 21 and 38-40, Block 7: Shall be composed of one inch by four inch (1" X 4"), six feet (6') tall, vertical cedar planks, without gaps between planks, with a toprail with masonry columns. The smooth side of the fence shall face the street or Rogers Ranch Swim Club property, and the framing shall face the interior of the Lot. Each Owner is responsible for the proper maintenance of that portion of the fence which abounds the Owners Lot.

c. Rear Fencing for Lots 2 and 3, Block 7: Shall be composed of one inch by four inch (1" X 4"), six feet (6') tall, vertical cedar planks, without gaps between planks, with a toprail. The smooth side of the rear fence shall face the street or Rogers Ranch Swim Club property, and the framing shall face the interior of the Lot. Each Owner is responsible for the proper maintenance of that portion of the fence which abounds the Owners Lot.

d. Rear Fencing for Lots 2-20, Block 7: A non-climb cedar post fence installed by the Declarant is to remain in place and may not be taken down. Each Owner is responsible for the proper maintenance of that portion of the fence which abounds the Owners Lot. Lot Owners may:

(1) Remove the non-climb wire and install one inch by four inch (1" X 4"), six feet (6') tall, vertical cedar planks on the outside of the existing cedar post frame. The smooth side shall face the greenbelt and framing shall face the interior of the Lot (per Exhibit "C") with the approval of the ACC.

(2) Leave the non-climb wire in place and install the one inch by four inches (1" X 4"), six feet (6') tall, vertical cedar planks, on the outside allowing for the non-climb wire to face the inside of the Lot and be used as a trellis. The smooth side shall face the greenbelt and framing shall face the interior of the Lot (per Exhibit "C") with the approval of the ACC.

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e. Side Fencing Adjacent to Streets: Lots 29, 33, 34, 40 and the left property line of Lot 2 adjacent to the swim club shall be composed of one inch by four inch (1" X 4"), six feet (6') tall, vertical cedar planks, without gaps between planks, with a top rail (Exhibit "D"). The smooth side shall face the street and the framing shall face the interior of the Lot.

f. Wing Walls and Gates: Shall be composed of one inch by four inch (1" X 4"), six feet (6') tall, vertical cedar planks, without gaps between planks, with a top rail (Per Exhibit "D"). The smooth side shall face the street and the framing shall face the interior of the Lot.

2. All masonry used in a fence or wall on a Lot shall match the primary masonry used on the residence. All masonry columns shall be six and one-half feet (6' 6") in height and shall be no further then twenty-five feet (25') apart if visible from any street. All wood, if any, used in fencing (including wooden gates for wing walls) shall be composed of one inch by four inch (1" X 4"), six feet (6') tall, notched, vertical cedar planks, without gaps between planks. No cedar fencing shall be stained or painted, but may be sealed with ACC approval. All wood fences along the street side of Lots shall have the smooth side facing the street and framing facing the interior of the Lot with a top rail. All wrought iron used in fencing shall be painted Basalt Green by Devoe (1UM20A), black or the same color as the approved trim color of the house. All gates shall be composed of the same material as the wing wall except for a masonry wing wall where a wrought iron or cedar gate will be permitted. All wing wall gates shall be either wood with a top rail or wrought iron. All gates shall not exceed four feet (4') in width. No fence shall exceed six feet (6') in height unless specifically approved by the ACC and governing authority.

3. The ACC is empowered to waive the composition requirements for fences and the height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood and it meets the requirements of the City of San Antonio or the governing municipality. Any materials other than cedar planks, wrought iron, or masonry to be attached to or made part of a fence must be approved in writing by the ACC prior to installation.

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4. No fence, wall or 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 as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersections of the street line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding the foregoing, no tree or other object higher or greater than two (2) feet in height shall be maintained on any Lot within an area labeled on the Subdivision Plat as clear vision easement.

5. Pool and decking perimeter fencing will be required as safety fencing for pools and spas. These fences must have self-closing and self-latching gates as well as meet all other requirements under this Section O. Pool fencing shall be installed prior to the completion of the construction of the pool. (See Article V, Section AA. Swimming Pools/Spas for further requirements).

6. Each Owner shall maintain all fencing placed on his Lot including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position and the replacement of broken or cracked wooden pickets.

P. Foundation Exposure and Finished Floor Elevation. The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug, and in any event, no more than twelve inches (12") of the foundation along the front of the residence and along the front one-half of the sides of the residence shall be exposed to view from any street. No more than twenty-four inches (24") of the foundation along the rear one-half of the sides of the residence shall be exposed to view from any street or Common Areas. All exposed slab areas shall be parged or concealed by masonry or masonry veneer approved by the ACC. All stucco exteriors shall be fully extended to the minimum level approved by VA and FHA. All foundations shall be a poured concrete slab. The finished floor elevation for the Living Unit and all other buildings situated on each Lot shall be in accordance with the elevations shown on the Grading Plan attached hereto as Exhibit "F".

Q. Garages and Carports. A garage able to accommodate at least two (2), but not more than four (4) automobiles must be constructed and maintained for each residence. Garages on model homes will be allowed to be used as a builder's sales offices but must be

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reconverted to use as a garage upon conveyance or occupancy of home as a residence.

R. Guttering. Guttering shall not be required but all dwellings with guttering must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots and shall blend with the exterior of the house.

S. Landscaping and Irrigation. Due to the natural integrity of this project, a naturalistic approach to landscape architectural treatments is desired. The intent is the implementation of a simple, strong landscape setting, utilizing the existing vegetation and being supplemented by native plants.

1. Landscaping shall consist of a combination of natural areas, wildscapes and native plants including, grasses, trees, shrubs, flowers, and ground cover. Landscapes will consist of plants and trees that are drought tolerant, which may be indigenous to the area and require minimum amounts of water to survive and prosper.
2. In order to help Owners and their landscape designers, the additional national Wildflower Research Center publications "Native Plant Bibliography for Texas", "Texas Sources for Native Plants and Seeds", "Gardening and Landscaping with Native Plants", and "Wildflower Meadow Gardening" are maintained by the Committee for inspection and reference. In addition, the National Wildflower Research Center has consultants available at a nominal fee to help Owners either by prepaid telephone conversations or personal appointments. A list of native plants and publications are available, on request, from the Declarant.
3. All planted or landscaped areas should be mulched with at least four (4") inches of native mulch.
4. The use or preservation of natural vegetation is intended to be sensitive to the natural plant species especially those which require minimal watering. This is not however intended to allow weeds, non-maintained, peculiar, or radical landscape to exist. The definition and interpretation of appropriate natural areas, wildscapes, native plants, drought tolerant, and indigenous shall be at the sole discretion of the ACC.
5. In connection with the initial construction of a residence, each Owner, builder or his landscape contractor will furnish the Architectural Control Committee two copies, at minimum 1"=10' scale, of a detailed landscaping plan (The ACC may modify the requirements of submittals to facilitate review of plans for various building programs). All plans shall be submitted to the ACC for review in determining their

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consistency and compatibility with the design and character of adjacent Lots and the Subdivision as a whole. Such plans shall:

a. be drawn to scale and shall include delineation of existing or proposed structures, pavement and other site features, and shall designate by name, size and location the plant material to be installed.

b. show approximate location, size and type of all existing trees, six inches (6") in diameter or greater. Note: The ACC must specifically approve the removal of any tree in excess of six inches (6") in diameter.

6. After a landscaping plan has been approved and instituted, each Owner is required to submit to the Architectural Control Committee a written request for any change in the plan, each such Owner shall at all times maintain the minimum required vegetation, and each Owner shall be charged with the responsibility of replacing any vegetation which shall thereafter die or is destroyed or removed.

7. Installation of all landscaping and irrigation systems must be completed within ninety (90) days of first occupancy in accordance with the landscape plan approved by the Committee.

8. Each Owner shall make every effort to preserve significant natural vegetation. Appropriate procedures consistent with sound nursery practices shall be employed in all cases.

9. In view of the major emphasis placed by Declarant and the Architectural Control Committee on landscaping, open spaces and greenbelts, such Committee expressly reserves the right to require the landscape plan for each residence to include the planting of trees by Owner if in the opinion of such Committee such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole.

10. Complete landscaping in front yard and, for corner Lots, along the side yard adjacent to a street is required. The use of drought tolerant grasses is encouraged.

11. A twenty four inch (24") vertical berm or twenty four inch (24") material is required in planting areas of circular driveways in order to screen the broad expanse of concrete.

12. The ACC suggest a low flow, water efficient irrigation systems covering at least all of the front yard area and side yard area of all corner Lots.

13. Each Owner shall be responsible for watering and maintaining the landscaping on his Lot including landscape easements and pedestrian easements.

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14. Statues, statuary fountains, multiple tier planters, concrete and other lawn furniture are prohibited in front and side yards.

15. The ACC encourages the use of xeriscaping and landscaping that requires minimal water use.

16. Owners are encouraged to use plants, trees, and grasses that require minimum water usage and to use water efficient watering systems to minimize the amount of water applied to the Lots.

17. In addition to the variance powers of the ACC hereinafter set forth, the Committee shall have the right to grant a variance or waiver of the requirements of this section of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the Committee, will not detract from the general appearance of the neighborhood. No such variance or waiver shall be presumed and any such grant of variance or waiver shall be in writing.

T. Tree Protection. Maintenance of the trees within the Subdivision is strongly encouraged. Prudence, care, and discretion should be used in the positioning of all Improvements in order to preserve as many trees as possible within the subdivision. Replacement of trees that are removed or die is encouraged. All precautions shall be taken in connection with the pruning and trimming of trees, in order to prevent the spread of oak wilt and oak decline within the Subdivision. Such precautions shall include, but not be limited to minimal trimming and pruning of oak trees, trimming and pruning during dormant months only (normally January and February), and painting all fresh cuts with appropriate dressing or paint.

U. Pesticides, Herbicides, and Fertilizers. Traditional commercially produce chemicals are not to be used in Rogers Ranch. Alternative, naturally occurring fertilizers and pesticides may be used.

V. Mailboxes. No mail boxes or similar receptacles shall be erected and maintained on a Lot, it being contemplated that there shall be central mail areas situated upon the Common Facilities or Lots. No planter or decorative improvement shall be placed within a sidewalk area without the prior consent of the Committee and in any event, any such improvement shall require the Lot Owner to sufficiently extend the sidewalk width to ensure a continuous, unobstructed four foot (4') wide sidewalk around said obstruction.

W. Outbuilding Requirements. Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters,

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greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the prior written approval of the Committee. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of any outbuilding other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

1. Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the Committee for approval.

X. Single Family Residential Construction. The Existing Property shall be used only for the development of private single-family residences, and Common Facilities serving the Owners and residents thereof.

Y. Solar Panels and Systems. No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the Committee which shall have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street or Common Areas and where such location does not adversely affect the view from an adjacent Lot.

Z. Structures: Placement on Lots, Size and Height:

1. Setback Lines. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established and those shown on the Subdivision Plat, if any. In no event shall any such building or other structure be constructed, placed or maintained within twenty feet (20') of any front Lot line, within five feet (5') of any side lot line or within fifteen feet (15') of the rear boundary of a Lot (except cul-de-sac Lots on which the rear setback shall be fifteen (15) mean feet with no part of the structure closer than ten feet (10') to the rear lot line, and corner Lots on which a structure may be placed no closer than ten feet (10') to the side Lot line); provided, however, that for good cause shown a residence or garage may be allowed to be erected closer than twenty feet (20') to the front boundary line of a Lot with written approval of the Architectural Control Committee and detached garages and temporary structures may be situated as near as five feet (5') to a rear or side Lot line, provided there shall be no projections nor encroachments into any utility or drainage easement. Eaves of buildings shall not be deemed to be a part of a

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building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. Detached garages shall be no closer to any side property line than three feet (3') and no closer to any rear property line than five feet (5').

2. Size. Each single story or one and one-half (1½) story building or structure shall contain not less than 1,800 contiguous square feet of living area, and each two story or two and one-half (2½) story building or structure shall contain not less than 2,000 contiguous square feet of living area, such areas to be exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and living quarters for domestic servants separated or detached from the primary living area.

3. Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed forty feet (40') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2-½) stories in height without the written consent of the Architectural Control Committee; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times.

AA. Swimming Pools/Spas. Any swimming pool/spa constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool/spa which, at a minimum, satisfies the City of San Antonio's Code and all other applicable governmental requirements (See Article V, Section O, "Fences" for further requirements). Pool/spa fencing shall be installed prior to the completion of the construction of the pool/spa. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool/spa enclosure requirements.

1. All plans for swimming pools/spa, and all related fencing and construction, must be submitted to the ACC for approval prior to the start of construction. When swimming pool/spa construction accompanies the initial construction of a residence, such plans (include clear site plans) shall accompany the submission of plans for the residence.

2. Above ground pools are not permitted.

BB. Tanks. No Butane, propane, or other type of elevated tanks of any kind shall be erected, placed or permitted on any Lot. Swimming pool filter tanks shall be fully screened from view of all streets and other Lots or buried in conformity with applicable governmental rules and regulations.

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CC. Underground Utility Lines. No utility lines, including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Properties, unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements. Provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings of other Improvements.

DD. Unfinished Structures. No residential building including flatwork shall remain incomplete for more than six (6) months once the foundation construction has commenced. Allowance may be made by discretion of the ACC.

VI. **Rogers Ranch Crosstimber Homeowners Asspciation and Covenants for Maintenance Assessments**.

A. Creation. Declarant has taken or shall take all steps necessary to create the Shavano Rogers Ranch Crosstimber Homeowners Association, Inc., which shall be the non-profit corporate homeowner's association for the Subdivision (and any other neighborhoods that Declarant has subjected to the jurisdiction of such Association or may hereinafter subject thereto), which may elect to do business as Rogers Ranch Crosstimber Homeowners Association. The Declarant may assign to said Association, on a permanent or temporary basis, one or more of the rights, powers, obligations and duties of the Declarant under these restrictions.

B. Membership and Voting. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

1. Property Owners Association. The Rogers Ranch Crosstimber Homeowners Association shall be a member of the Property Owners Association and subject to the assessments thereof and every Lot shall be subject to the liens thereof. The Property Owners Association is charged with the responsibility of maintaining Rogers Ranch Road and islands therein, Project entry monuments, landscaping, conservation easements and other areas. The Property Owners Association has published detailed information regarding the conservation areas within the Subdivision which each Owner should read and follow. This information is available from the Association and the Property Owners Association.

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

a. Class A. Class A Members shall be all those Owners as defined in Section B with the exception of the Declarant and Builder Members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership for Section B of this Article. When more than one person holds such interest of interests in any Lot, all such persons shall be Members, and 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 such Lot.

b. Class B. Class B Members shall be the Declarant and Builder Members. Class B Members shall be entitled to three votes for each Lot in which they hold the interest required by this Article, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (including the future class B members to be annexed to the jurisdiction of the association); or

(2) On January 1, 2025.

(3) From and after the happening of either of these events, whichever occurs earlier, the Class B Members shall be deemed to be Class A Members entitled to one vote for each Lot in which they hold the interest required for membership under Section B of this Article.

C. Turnover. At any time after commencement of operations of the Association, at Declarant's sole discretion, the property owners may be required to take over the management of the Association and relieve Declarant of all duties associated therewith. Upon such "Turnover" by the Declarant, the property owners within the Subdivision will be required to choose their own Board of Directors to represent them and to manage the Association in accordance with the terms and conditions of these restrictions and to establish any and all bylaws, procedures and other management devices by which the Association shall operate. After "Turnover", any Board Members/Directors must be Owners within the Subdivision. Notwithstanding anything to the contrary, until such "Turnover" has taken place, the management of the Association shall be by Declarant

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and/or its agents or representatives, and any expenses incurred in such management shall be reimbursed to Declarant by the Association. Said reimbursable expenses shall include the cost of Declarant's staff for the time spent in the management thereof of this Association. From and after the time of such turnover, the Association shall indemnify and hold Declarant harmless from and against any and all claims or damages of every kind arising out of the development and operations of the Association, or Common Areas, if any.

D. Maintenance Assessments:

1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) *annual assessments* or charges and (2) *special assessments* for capital improvements or extraordinary expenses, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, 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 such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

2. Duties of the Board of Directors. In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid or the balance due. Such certificate, when signed by an authorized officer or agent of the Association, shall be conclusive evidence of payment of any assessment herein stated to have been paid. The Association may charge a reasonable fee for issuing such a certificate.

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3. Date of Commencement of Assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following conveyance of the first Lot by Declarant, or such later date as the Board may determine. The first annual assessments shall be made for the balance of the calendar year, shall be prorated for such partial year, and shall be due and payable, and shall be collected, quarterly in advance, unless the Board of Directors shall determine otherwise. When a Lot becomes an Improved Lot after the annual assessment for it as an Unimproved Lot has been paid, there shall be payable as of the first day of the month following the month when it becomes an Improved Lot, a sum equal to the difference between the annual assessments for Unimproved Lots and the annual assessment for Improved Lots prorated over the balance of the year then remaining. The due date of any special assessment under Article VI, Section 8 hereof shall be fixed in the resolution authorizing such assessment.

4. Personal Obligation and Lien Rights Associated with Collection of Assessments.

   a. Each Lot Owner, by acceptance of a deed, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association regular annual assessments and all other Association dues, fees, fines, assessments or charges of any kind, including special assessments for capital improvements, which may be established and collected as hereinafter provided.

   b. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to any successors or assigns in title unless assumed by them.

5. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting recreation, health, safety and welfare of the Members, preserving or enforcing the rights and obligations of the Owners and the Association, or for the improvement, maintenance and operation of the properties, services and facilities devoted to

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this purpose and related to the use and enjoyment of the Properties by the Members.

6. Uniform Rate of Assessment. Any and all dues of the Association or special assessments must be fixed at a uniform rate for all classes of lots and may be collected on a monthly basis in lieu of annually. This decision may be made by the Declarant until turnover occurs, and thereafter may be made by a majority of the Board of Directors. In these restrictions, any provision pertaining to the annual Association dues or special assessments, it shall be construed to mean "monthly" whenever the above event occurs.

7. Initial Assessment. The annual assessments for both Improved and Unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made, but the annual assessment for Unimproved Lots shall not exceed twenty-five percent (25%) of the annual assessment for Improved Lots. A Lot shall be deemed to be an "Improved Lot" when construction of a Living Unit thereon is completed, and a closing of a sale thereof has taken place, or when a Living Unit on the Lot has been occupied as a residence, whichever first occurs. All other Lots shall be "Unimproved Lots". The maximum annual assessment for all Lots shall be subject to increase as follows:

   a. Increase in the Rate of Assessment

      (1) Maximum Rate of Increase by Board. For all annual assessments accruing after January 1 of the year following conveyance of the first Lot by Declarant, the maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership.

      (2) Increase above Maximum by Board Any increase in the maximum annual assessment of more than ten percent (10%) above that of the previous year shall require approval of two-thirds (2/3) vote of a quorum of each class of Members voting at a meeting duly called for that purpose.

8. Special Assessments. In addition to the annual assessments provided for in Article VI, Section D-1, the Association may levy, in any assessment year, a Special Assessment on Improved Lots only, applicable to that year only, for the purpose of defraying,

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in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, or to finance or defray the cost of any extraordinary expense of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of a quorum of each of the Improved Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Improved Lot Owners at least 30 days in advance and shall set forth the purpose of the meeting.

a. Notice and Quorum for any action authorized under section 7 and 8. The quorum required for any action by Members authorized by Article VI, Sections 7 and 8 hereof shall be as follows:

(1) At the first meeting called, as provided in Article VI, Sections 7 and 8 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the requirements set forth in Article VI, Sections 7 and 8, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

9. Costs of Curing Covenant Violations. Declarant, or the Association, has the option, but not the obligation, to perform any action required of any owner by these restrictions. In the event that Declarant or the Association elects to do so, all sums incurred by the Declarant or the Association in performing the required action shall be charged against the Owner and if not paid within thirty (30) days after it is due said sums shall bear interest at the highest legal rate and shall be secured by a lien (the same as if said sums were due and/or assessments) on all Lots(s) owned by said Owner. The Declarant or the Association may bring an action at law against the Owner of the Lot subject to the assessment for payment thereof and/or bring an action to foreclose the lien which secures the assessment.

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10. Effect of Nonpayment of Assessments; Remedies of the Association. If any assessment or other sum due the Association hereunder is not paid on the date when due, then such assessment or amount shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon becoming a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit.

11. Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

VII. **Maintenance Fund**. The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund shall be used, without limitation, for the payment of the following:

A. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any;

B. Care and preservation of the Common Maintenance Area;

C. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, [provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party] and the services of such other personnel as the Board of Directors or by the manager;

D. Legal and accounting services;

E. A policy or policies of insurance insuring the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors;

F. Workers compensation insurance to the extent necessary to comply with any applicable laws;

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G. Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable;

H. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against any individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration;

I. Perpetual maintenance and enhancement for entry shall wall and monument and adjacent grounds, landscaping, lights, irrigation and electric, if any.

VIII. General Powers and Duties of the Board of Directors of the Association. The Board, for the benefit of the Owner, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

A. To execute all declarations of ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of all Owners;

B. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit;

C. To enter contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association;

D. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements;

E. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected;

F. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report or to make all books and records of the Association available for inspection by Owners at reasonable times and intervals;

G. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency;

H. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules;

I. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings;

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J. The Board shall have the exclusive right to contract for all goods, services, and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

K. The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association.

IX. Architectural Control Committee

A. Creation and Composition of the Architectural Control Committee. There is hereby created an Architectural Control Committee, initially composed of Lloyd A. Denton, Jr., William E. Powell, and Daniel D. Kossl, to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to remove or add members to the Committee and fill vacancies in the Committee membership and Declarant may assign such rights to the Association. Committee members shall not be entitled to compensation for their services rendered in such capacity.

B. Design Guidelines. The ACC has the right to establish enforceable Architectural Design Guidelines for the Subdivision and the Association has the right to establish and enforce rules and regulations related to the use of the Common Areas and other matters. Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, rules and regulations regarding use of Common Areas and the conservation areas and the Property Owners Association, and the other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for improvements to a Lot are maintained at the offices of the Association and Declarant at the address shown below. Each Owner and prospective Owner is advised to obtain these documents and carefully examine each of them in addition to these Restrictions to determine his rights and obligations.

C Function of the Architectural Control Committee. No Improvement, as that term is defined in Article I, Section L of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of the Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural

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Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

D. Goal of the Architectural Control Committee. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

E. Powers. The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgement of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgement, such disapproval is required to protect the continuity of design or values of the neighborhood or to preserve the serenity and natural beauty of any surroundings by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular external designs or appearances from being constructed on the Properties. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The Committee's evaluation of Required

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Plans is solely to determine compliance with the terms of this Declaration and the aesthetics or the proposed improvements and the Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction. The ACC shall not be responsible for reviewing any plans or specifications from the standpoint of structural safety, engineering soundness, or conformance with building or other codes, nor shall the ACC's approval be deemed a verification of the structural safety, engineering soundness, or conformance of the improvements to which said plans pertain to Building or other codes.

F. Procedures of the Architectural Control Committee. Within thirty (30) days after the Committee has received the Required Plans and written notice that the Owner desires to obtain Committee approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance or may notify the Owner that additional documents or information is required. In the event all Required Plans have been submitted by the Owner and have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written variance.

1. If the submitted plans are deemed to be inadequate or not sufficient the thirty (30) day review period shall not commence until the ACC has received a complete set of plans.
2. All matters requiring approval of the Architectural Control Committee whether or not specifically addressed hereinabove or hereinbelow shall require that such approval be in writing, and, with respect to all such matters requiring such approval, in the event the Committee fails to approve or disapprove any of such matters within thirty (30) days after written submission thereof to the Committee, approval will not be required, and the requirement that such approval be obtained shall be deemed to have been fully complied with.

G. Required Submittal of Design Plans. No building, fence, wall, landscaping, recreational facilities, outbuilding or other structure or improvement shall be erected, altered, added onto, placed or repaired on any Lot in the Subdivision until the complete plans including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary

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by the ACC for the performance of its function ("Required Plans"), are submitted and approved in writing by the Architectural Control Committee as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications (The ACC has the power to modify the requirements of submittals to facilitate review of plans for various building programs).

1. Submittal Requirements. The required plan submittals to the Architectural Control Committee shall be determined by the Committee from time to time but Owners are advised that current procedures require the following minimum submittals:
2. Tree Clearing Submittal: Prior to any clearing of vegetation of a lot, a plan shall be submitted depicting the location and type of all trees six inches (6") or greater in diameter that are proposed to be removed. No clearing shall occur without the approval of the ACC.
3. Building Submittal:
   a. Completed submittal form with the qualified professional contractor listed; and
   b. Two complete site plans showing:
      (1) House;
      (2) Flatwork;
      (3) Setbacks;
      (4) Easements;
      (5) Fencing (if known);
      (6) Swimming pool and related improvements (if any);
      (7) Adjacent greenbelts and drainage;
      (8) Proposed Lot grading and drainage;
   c. Two sets of plans depicting room size, layout, all exterior elevations, and exterior materials; and
   d. Exterior materials list, and samples of colors and materials.
4. Fencing Plan:
   a. Two site plans showing fence location with clear labeling of all fence materials and with the qualified professional contractor listed.

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5. Landscape Plans:
   a. Two sets of Plans with the qualified professional contractor listed; and
   b. Name and size of all plants to be used and clear identification of locations.
6. All Other Exterior Modifications:
   a. Improvement Request Form with the qualified professional contractor listed; and
   b. Two site plans showing item location in reference to property line and other structures with clear labeling of materials; and
   c. All exterior elevations, if applicable.

H. Basis of Approval:

1. Variances. The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install an improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the improvement with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Control Committee

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with respect to variances shall be final and binding upon the applicant. All variances, to be effective, must be in writing.

2. Decisions Final. All decisions of the Committee shall be final and binding, and there shall not be revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, Declarant or the Committee may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor provided that each such offending party shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, the Architectural Control Committee, nor any member of such Committee shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration by reason of mistake of judgement, negligence or non feasance in connection with the approval or disapproval of plans or requests for variance.

3. Compliance Inspection and Enforcement. The ACC may, but is not required, to police or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements. The Committee's agent may inspect those items reviewed by the ACC. This shall include inspection for conformance to the site plan (grading and drainage) house plan, landscaping plan, and exterior design, colors and materials. The responsibility for the inspection of structural components including, but not limited to concrete, and house construction shall remain with the builder/Owner. In the event the ACC determines that significant field discrepancies exist, the ACC shall notify the builder/Owner immediately, in writing, of the nature and extent of the discrepancy. Written clarification must be supplied by builder/Owner to the ACC within ten (10) working days of receipt of notification. In the event this clarification is not forthcoming or is determined to be inadequate by the ACC, the Committee may at it's sole discretion retain a private consultant, well versed in the subject matter, for the purpose of obtaining an outside opinion. All reasonable professional fees and expenses associated with this procedure may be assessed by the ACC against the builder/Owner.

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I. Issuance of a Acceptance Letter. Upon approval of final submittals, an Acceptance letter will be issued. The Acceptance letter must be signed by the applicant and returned to the ACC before construction may begin. Once received this will signify acceptance of the following:

1. Construction of an approved building will be completed within eight months from start of construction.
2. Construction will be in accordance with approved plans.
3. Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.
4. Regular inspections may be made by a representative of the Committee.

J. Failure of the Architectural Control Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

K. Limitation of Liability. Neither the Declarant, the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

L. Turnover of Architectural Control Committee Authority to Association. The Architectural Control Committee shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof. Upon completion of construction of the last residence in the Properties, or such prior time as Declarant may elect in writing, the Association, acting through its Board of Directors, shall succeed to the powers of Declarant with respect to the Committee and shall thereafter have the right and obligation to appoint the members of the Committee.

1. At such time when the Architectural Control Committee is turned over to the Association, the process shall be as follows:

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a. Three (3) or more Association members shall be named by legal name and legal address;
b. The Committee shall be under the jurisdiction of the Board of Directors and shall function as any other Committee that may be formed by the Board;
c. The Committee shall receive its orders from the Board and shall follow the guidelines in reporting to the Board as deemed necessary by the Board.

2. By order and majority of the Board, any member on the Architectural Control Committee as set up in the above appointment guidelines may be removed and a replacement named by the Board at any time as deemed necessary by the Board.

X. **Annexation**. Other properties or units owned or developed by Declarant may have been or may in the future (at Declarant's sole discretion) be subjected to the jurisdiction of the Association or annexed into or added to the scope and purview of the Association by Declarant at any time prior to "Turnover" of the Association to the Lot Owners. Additional residential property and Common Areas may thereafter be annexed to the Properties with the consent of two-thirds (2/3) of the Lot Owners.

XI. **Waiver and Laches**. The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner allows a condition to exist on his or her Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of Declarant, the Association, the Committee, or of any Owner to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

XII. **Assessments by Award or Judicial Decree**. In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in Article VI herein. Failure to pay assessments imposed under this Article shall constitute an event which may give rise to the remedies provided in Article VI, Section D - 10 herein.

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XIII. Governmental Requirements:

A. Compliance. All Improvements located, erected, constructed and installed upon any Lot shall conform to and comply with all applicable governmental regulations, rules and ordinances, including, without limitation, all building and zoning requirements of the City. All activities of the Owners, and those of their tenants, invitees, agents, employees and contractors on or about the Properties shall comply with all applicable governmental regulations, rules and ordinances.

B. Precedence Over Less Stringent Governmental Regulations. In those incidences where the covenants, conditions and restrictions set forth in this Declaration set or establish minimum standards or limitations or restrictions on use in excess of any governmental regulations, rules or ordinances, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over any less stringent governmental regulations, rules and ordinances. Similarly, when any governmental regulations, rules and ordinances are more stringent than those set forth in this Declaration, the more stringent governmental regulations, rules and ordinances shall control.

C. Additional Obligations of Owners (inclusive of Builders and Contractors). By acceptance of a deed to a Lot from Declarant, or by initiating construction of a Living Unit or any other improvements on a Lot, each Owner (inclusive of a Builder Member or any other builders or contractors) assumes the full and complete duty, obligation and responsibility of causing compliance with all applicable certifications, permitting, reporting, construction, rulings, determinations and procedures required under all applicable governmental rules, regulations, and permits governing the improvement of the Lot, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and those promulgated or issued by the Texas Natural Resources Conservation Commission (TNRCC), related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the sole purpose of expressly advising and disclosing to each Owner (inclusive of all builders and contractors) the need to follow such directives and do not in any way diminish or limit the requirements of this covenant that all Owners (inclusive of all builders and contractors) comply with all governmental regulations, and any plan resulting from or required by such regulations (such as a Storm Water Pollution Plan) directly affecting each Lot. Each Owner (inclusive of all builders and contractors), by acceptance of a deed

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from Declarant to a Lot or by undertaking any Improvements to a Lot, shall be deemed to have agreed to hold Declarant harmless and indemnifies Declarant from and against any and all cost, loss, or damage occasioned by the failure by such Owner (inclusive of all builders and contractors) to abide by any applicable governmental statute, rule, regulation or permit related to the Lot.

D. Remedies of the Declarant and the Association. By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

XIV. Nonjudicial Foreclosure

A. Creation of Special Deed of Trust. To secure the payment of maintenance assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of his or her deed to a Lot governed by this Declaration conveys the Lot to the Trustee hereinafter named, in trust, for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust. If an Owner fails to tender payment of maintenance assessments or reimbursements when due, or if an Owner fails to perform any of the Obligations under or maintain any condition required by this Declaration, the Association may perform those obligations, advance whatever funds may be required, and then be reimbursed by the Owner on demand for any sums so advanced, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal rate. The sum to be reimbursed shall be secured by this Special Deed of Trust.

B. Breach of Special Deed of Trust. If the Owner fails on demand to reimburse the Association for the sums advanced or for the assessments owed, and such failure continues after the Association gives the Owner notice of the failure and the time within which it must be cured, as may be required by law or by written agreement,

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then the Association, as the Beneficiary of this Special Deed of Trust, may:

1. Request the Trustee appointed herein, or his successor, to foreclose the liens created herein, in which case the Association shall give notice of the foreclosure sale as provided by Section 51.002 et seq of the Texas Property Code then in effect or any successor statute thereto; and
2. Purchase the Lot at any foreclosure sale by offering the highest bid and then have the bid credited to the reimbursement or satisfaction of the outstanding indebtedness owed to the Association.
3. If requested by the Association to foreclose this lien, the Trustee shall:
   a. Either personally or by agent give notice of the foreclosure sale as required by Section 51.002 et seq. of the Texas Property Code then in effect (or any successor statute thereto);
   b. Sell and convey the Lot to the highest bidder for cash with a general warranty binding the Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
      (1) From the proceeds of the sale, pay, in this order:
         (a) expenses of foreclosure, including a commission to Trustee of five percent (5%) of the successful bid;
         (b) to the Association, the full amount advanced, attorney's fees, and other charges due and unpaid;
         (c) any amounts required by law to be paid before payment to the Owner; and
         (d) to the Owner, any remaining balance.

C. Appointment of Trustee. James R. Cliffe, Attorney at Law, is appointed Trustee for the purpose of enforcing the covenants, conditions and restrictions imposed by this Declaration, and also for the collection of maintenance assessments. The Association, as Beneficiary, may appoint a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein, by filing an appropriate designation of substitute trustee among the Real Property Records of Bexar County, Texas.

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D. Creation of Tenancy. From and after any such foreclosure, the occupants of such Lot shall be required to pay a reasonable rent for the use of such Lot and such occupancy shall constitute a tenancy-at-sufferance. The purchaser at such foreclosure shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to sue for recovery of possession of such Lot by forcible detainer without further notice.

E. Applicability of Texas Property Code. It is the intent of the provisions of this Section to comply with the provisions of Texas Property Code Section 51.002 as may be amended hereafter, and, which amendment is applicable hereto. The President of the Association, acting without joinder of any Owner or mortgagee of any Owner, may, by amendment to this Declaration filed in the office of the County Clerk of Bexar County, Texas, amend the provisions hereof so as to comply with said amendments to 51.002.

F. Priority of Liens. Any liens created by Article IV or Article VI hereof shall be superior to all other liens and charges against any Lot covered hereby except only for tax liens and all sums secured by a first-priority mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the Lot in question.

XV. Easements

A. Subdivision Plat. The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

B. Sidewalk Easement of Use. Each Owner shall, upon acceptance of a deed to his Lot, shall be deemed to have granted an easement of use to the public as to any sidewalk in a parkway on his Lot, and shall execute any instruments necessary to evidence such easement grant.

C. Reserved Easements. All dedications, limitations, restrictions and reservations shown on any plat covering all or any portion of the Properties and all grants and dedications of easements, rights-of-way, restrictions, and related rights made by Declarant prior to the Properties becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as is fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or

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to be executed by or on behalf of Declarant conveying any part of the Properties. Further, Declarant hereby creates, declares, grants and reserves for the benefit of Declarant, Bexar County, the City, and all Owners and any public or private providers of utility services to the subject Properties and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon other easement areas shown on the plats of the Properties, as hereafter amended, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time deemed necessary or appropriate by Declarant for development of the Properties. Further, Declarant reserves the right, and all Owners agree to cooperate, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone, sanitary, sewer and drainage), across any Lot or on any portion of the Properties as is necessary or efficient to supply all utilities to all Lots.

D. Drainage Easements. Easements for drainage throughout the Subdivision are identified and reserved as shown on the Subdivision Plat.

1. No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the flow of water over and across such easements. More specifically, and without limitation, no Owner may:

   a. Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or

   b. Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee; or

   c. Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided however, fences may be permitted in the event the proper openings are incorporated therein to accommodate the flow of water over said easement as determined by a qualified engineer and that the appropriate agency and/or governmental authority authorizes the construction; or

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d. Permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

e. Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

2. A copy of the grading plan for the Properties is attached hereto as Exhibit "F". The original grading plan is maintained by the Declarant at its offices. By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure compliance that such Lot is graded and maintained in accordance with the grading plan and that the drainage of such Lot is maintained in accordance with the grading plan with the construction of any residence or other improvements on a Lot.

3. Each Owner shall at all times maintain his Lot in compliance with the area grading plan prepared by the project engineers and shall maintain safe and adequate drainage within and across his Lot and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which diverts, impedes, backs up, or prevents the drainage and flow of, surface water on, over, or across such Lot.

4. On any Lot adjoining a greenbelt, the Owner, builder, contractor and all subcontractors shall be responsible for keeping all drainage areas and drainage easements free of construction materials, debris, equipment or other properties which might impair the drainage or flow of water within such areas. Any landscaping or vegetation (including trees and grass) within such areas which shall be altered or damaged during the construction process shall be replaced by the Lot Owner at such Owner's expense to the satisfaction of the ACC. All vegetation within the greenbelt will be maintained in its natural state and at no time will the taking of trees be allowed, unless it is determined by the Declarant and/or Association that it is in the best interest of safety or when constructing or improving the areas for the benefit of the community. The Association will be allowed to contract for the basic maintenance and clearing of greenbelts as needed and shall have an easement upon and across all adjacent Lots to perform such services.

5. The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for

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in this Declaration shall in on way affect any other recorded easement in the Subdivision.

E. Fence, Wall, Landscape, Maintenance and Access Easements. Declarant hereby reserves unto itself, the Association, and their respective assigns in writing, a wall, fence, and landscaping easement, as follows:

1. A ten foot (10') wide easement on Lot 40, Block 7 along the McCaskey Ridge property line and a fifteen foot (15') triangular easement along the rear and side property line adjacent to the street right-of-way. A thirty foot (30') wide easement along Lots 38, 39, and 40, Block 7 along the Crosstimber property line (reference Exhibit "G").

2. Within said easement, Declarant, the Association, and their respective assigns in writing, shall have the right to construct a fence, and to install and maintain such landscaping and plants as they may determine and shall have the right to erect, install and maintain such project features and signage as they may determine. The easement owners shall also have a general right of access upon such Lots for the purpose of such initial construction and thereafter to exercise the other powers reserved unto them under the easement hereby established. Any fence constructed by Declarant pursuant to the rights herein retained shall be the property of the Association following completion of construction and the Association shall thereafter maintain said fence at all times and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, mars, and markings thereon. In the event the Association shall ever fail to promptly make any needed repair, maintenance or cleaning to the fence, or shall fail to properly and neatly maintain the vegetation and landscaping between the fence and right of way, Declarant, its successors and assigns, shall have the right of entry onto said Lots and right to perform such functions at the expense of the Association.

F. Surface Areas. The surface of easement areas for underground utility services may be used for planting provided the planting does not damage, impede or harm the utility improvements, unless otherwise specifically prohibited by the plat or any other recorded easement or utility company. However, neither Declarant nor any supplier of any utility service using any easement area shall be liable to any Owner for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation or driveways as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

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G. Utility Easements. Easements for installation and maintenance of utilities, cable television, and drainage facilities have been reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. Within these easements, if any, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities; or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility or private company is responsible. Neither Declarant, the Committee, the Association, nor any utility company using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, grass, streets, flowers, trees, landscape or other property of the Owners situated on the land covered by said easements, except as may be required by State, County or Municipal statutes, ordinances, rules or regulations or by the Association or by custom and practice of such utility company.

H. Certain Other Easements. There is hereby created in favor of the easement Owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to construct, reconstruct, repair, correct, replace, or maintain any wall, fixture, light, or other structure or item required to be constructed or maintained under the terms hereof or to correct or remove any condition prohibited to be maintained under the terms hereof.

I. Maintenance of Easements. By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain, in a neat and clean condition, any easement which may traverse any portion of said Lot or Lots, including, without limitation, by removing weeds, mowing grass and trimming shrubbery and trees, if any, within such area.

J. Use of Easements and Damages. Neither the Declarant nor the Architectural Control Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or

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conditions on a Lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement Owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

XVI. **Miscellaneous**

A. Assignment of Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other Person or entity and may permit the participation, in whole or in part, by any other Person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant's rights, the Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

B. Amendment. This Declaration may be amended until January 1, 2015, by written instrument executed by the Owners of ninety percent (90%) or more of the residential Lots subject to the jurisdiction of Shavano Rogers Ranch Crosstimber Homeowners Association, upon recording of such written instrument in the Real Property Records of Bexar County, Texas, provided that until such date no amendment hereto shall be effective unless approved and executed by Declarant. After January 1, 2015, this Declaration may be amended in like manner by ninety percent (90%) of the Owners of residential Lots subject to the jurisdiction of Shavano Rogers Ranch Crosstimber Homeowners Association but the approval and joinder of Declarant shall not be required after said date. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, inserting an omitted portion, or removing any contradiction in the terms hereof.

C. Construction of this Instrument:

1. Restrictions Severable. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

2. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

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3. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or Articles hereof.

D. Enforcement and Nonwaiver:

1. Enforcement. In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, regulations, bylaws, or Articles of Incorporation herein referenced or permitted, by any Owner, his family, guests, lessees or licensees shall authorize Declarant or the Association (in the case of all of the following remedies) or any Owner [in the case of the remedies provided in (c), below], including Declarant, to avail itself of any one or more of the following remedies:

   a. The suspension by the Association of rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;

   b. The right of Declarant or the Association, but not the obligation, to enter the Lot to cure or abate such violation through self help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy; or

   c. The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.

   d. Before the Association may invoke the remedy of suspension of privileges as set forth in Section A above, it shall give written notice of such alleged violation to Owner, and shall afford the Owner the opportunity of a hearing at which the Owner and any persons the Owner desires may attend. Thereafter, if a violation is found to exist, the Association's right to proceed with the suspension of privileges shall be absolute. Each day a violation continues after notice thereof has been given to the Owner shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any violation shall not be deemed

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a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the filing of suit by Declarant or the Association.

2. Nonwaiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

E. Environmental Concerns.

1. Governmental Restrictions on Use of Property. The Properties and Lots lie within the area classified as the Edwards Aquifer Recharge Zone and as such are subject to the rules and regulations of agencies of the State of Texas, including the Texas Natural Resources Conservation Commission (TNRCC), governing the use of said land, in addition to the ordinances of the City of San Antonio and statutes, or regulations affecting the Properties enacted by other governmental authorities. Owners are advised that such requirements and prohibitions may relate to the types of pesticides and fertilizers which may be used, minimum topsoil requirements, inspection of sewer laterals prior to covering, and criteria standards for sewer pipe, among other matters.

   a. Each Owner is responsible for ascertaining all such requirements and prohibitions with respect to his Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by the Declarant, Committee, or Association shall act to relieve an Owner from such duty of compliance.

   b. In addition to the foregoing, each Owner is required to abide by and comply with all of the terms of that certain Water Pollution and Abatement Plan (WPAP) recorded in Volume 6249, Page 25, Real Property Records of Bexar County, Texas. A copy of the WPAP may be obtained from Declarant or the Association. OWNERS ARE ALERTED THAT THE WPAP CONTAINS RESTRICTIONS APPLICABLE TO THEIR LOTS.

2. Appearance of the Common Areas. Areas of Rogers Ranch are intended to retain a "natural" appearance, as compared to a "manicured" appearance. Accordingly, Common Areas may be seeded with vegetation which is indigenous to South and Central Texas, and are to be maintained in accordance with the natural cycle of such indigenous vegetation.

F. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary

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grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

G. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

H. Notice by Association. Whenever written notice to a Member of the Association is permitted or required hereunder, such shall be given by the mailing of such to the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not.

I. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

J. Savings Provision. Notwithstanding anything to the contrary, Declarant shall have the right at any time, at its sole discretion and without any joined or consent of any other party, to amend this Declaration for the purposes of correcting any error, omission, ambiguity or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, it is sole discretion. Said amendment shall be effective upon filing the said amended restrictions with the County Clerk of Bexar County, Texas.

K. Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run until January 1, 2015, unless amended as herein provided. After January 1, 2015, this Declaration including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by seventy five percent (75%) of the Owners of the Properties, then subject to this Declaration and filed of record in the Real Property Records of Bexar County, Texas.

L. Titles. The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

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M. VA / FHA Approval. Absent Declarant's written waiver, then for so long as the Declarant, its successors and assigns, have a controlling vote of the Association, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration:

1. annexation of property other than within the area described in Article II hereof;
2. dedication of Common Areas; and
3. amendment of this Declaration other than pursuant to Article XVI, Section B - 1 hereof.

XVII. Declarant's Disclaimer:

A. Purchase "AS IS". Each prospective purchaser is responsible for thoroughly inspecting and examining the Lot in which he is interested and for conducting such investigations of such Lot(s) as he deems necessary for him to evaluate his purchase. By completing the purchase of a Lot, each prospective purchaser is acknowledging that he is purchasing the Lot on an "as is," "where is" and "with all faults" basis. By purchasing a Lot, each Owner agrees to indemnify and hold harmless Declarant, its partners, officers, directors, contractors, employees and agents from and against any claims, costs, fees, expenses, damages or liabilities that an Owner, his family, employees, guests, contractors and any other invitees may suffer or incur as a result of, arising out of or related to any condition on, in, or under the Lot, including but not limited to the above described caves, sinkholes, streets, trees within or near the street rights-of-way, drainage facilities, projectiles, and other dangerous objects. Each Owner unconditionally releases Declarant, its partners, officers, directors, contractors, employees and agents, both known and unknown, present and future, arising out of or related to said caves, sinkholes, streets, trees within or near the street rights-of-way, projectiles, and other dangerous objects.

B. Geological Features; Caves and Sinkholes. Natural caves, sinkholes and/or other geological features may exist on some of the Lots in the Subdivision. Each prospective Lot Owner should personally inspect the Lot in which he is interested and/or seek the advice of a professional engineer and/or geologist to assure himself of the location of any such caves sinkholes and/or other geological features which may be located thereon.

C. Special Notice. The Subdivision and Properties are proximate to the Camp Bullis, a United States Army training facility. Although Camp Bullis officials have indicated that no portion of the Subdivision or Properties has ever been used for training, a few large caliber shell casings and one large caliber projectile have been found near the Subdivision. Declarant has had all of the Lots professionally

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inspected in 1996 without detection of any such shell casings, projectiles, or other explosives but Owners and prospective Owners are cautioned that in the event of discovery within the Properties of a projectile or other possibly dangerous object, they should leave the discovered object undisturbed and contact Declarant (210-828-6131) and/or Camp Bullis (210-221-7510).

ADDITIONAL INFORMATION

The Association may maintain additional documents and information at its offices applicable to or of interest to Owners and prospective Lot purchasers.

For additional information regarding pesticides, Lot Owners are advised to obtain, read and use What's Bugging You?, A Practical Guide to Pest Control, available from the Edwards Underground Water District (210/222-2204), or equivalent information produced by recognized authorities such as the Soil Conservation Service, Texas Department of Agriculture, U.S. Dept. of Agriculture, etc.

EXECUTED effective the 23 day of June, 1998.

SHAVANO ROGERS RANCH NORTH NO. 1, LTD.

By Bitterblue, Inc., General Partner

By: Wm. Eugene Powell
Name: Wm. Eugene Powell
Its: CEO

STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on the 23 day of June, 1998, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, General Partner of Shavano Rogers Ranch North No. 1, Ltd., a Texas limited partnership, on behalf of said corporation and partnership.

SARAH E. CARRINGTON
MY COMMISSION EXPIRES
August 2, 2000

Sarah E. Carrington
Notary Public, State of Texas

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LIENHOLDERS' CONSENT

The undersigned, being the Owners and holders of existing mortgages and liens upon and against the real property known as Rogers Ranch Subdivision Unit-12 Planned Unit Development, Bexar County, Texas, (the "Properties"), as more fully described above, and acting solely as mortgagee and lienholder and at the specific request of the above-named Declarant, does hereby consent to and join in the foregoing Declaration for the limited purposes herein stated.

The Undersigned hereby join in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of the foregoing Declaration of Covenants, Conditions and Restrictions for Rogers Ranch Subdivision Unit-12 Planned Unit Development, (with the exception of that portion of Article VI, Section D - 11 entitled "Subordination of the Lien to Mortgage". Any Owner who accepts title to any of the Properties subject to this Declaration specifically acknowledges that lienholder is not a party to this Declaration except for the sole purpose of subordinating its Liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of, this instrument except as to actions which may hereafter be taken by lienholder as a successor to the interest of Declarant.

SIGNED this 24 day of June, 1998.

ROGERS SHAVANO RANCH, LTD.

By: THE N.R. FAMILY GROUP, INC.,
General Partner

By: Jean Rogers Winchell
Jean Rogers Winchell, President

By: THE W.R. FAMILY GROUP, L.C.,
General Partner

By: Wallace Rogers, III, Manager

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CAMINOREAL BANK, N.A.

By: Wallie E Fields SVP
Name: Wallie E Fields
Its: Sr. Vice President

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the 9th day of July, 1998, by Jean Rogers Winchell, President, of The N.R. Family Group, Inc., General Partner, of ROGERS SHAVANO RANCH, LTD., a Texas limited partnership, on behalf of said limited partnership.

SARAH E. CARRINGTON
MY COMMISSION EXPIRES
August 2, 2000

Sarah E. Carrington
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the 24 day of June, 1998, by Wallace Rogers, III, Manager, of The W.R. Family Group, L.C., General Partner, of ROGERS SHAVANO RANCH, LTD., a Texas limited partnership, on behalf of said limited partnership.

SARAH E. CARRINGTON
MY COMMISSION EXPIRES
August 2, 2000

Sarah E. Carrington
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me the 30th day of JUNE, 1998, by WALLIE E. FIELDS, SENIOR VICE PRESIDENT, of CAMINOREAL BANK, N.A., a national banking association, on behalf of said national banking association.

AMY LEIGH DIXON
Notary Public, State of Texas
My Comm. Exp. 12/16/00

Amy Leigh Dixon
Notary Public, State of Texas

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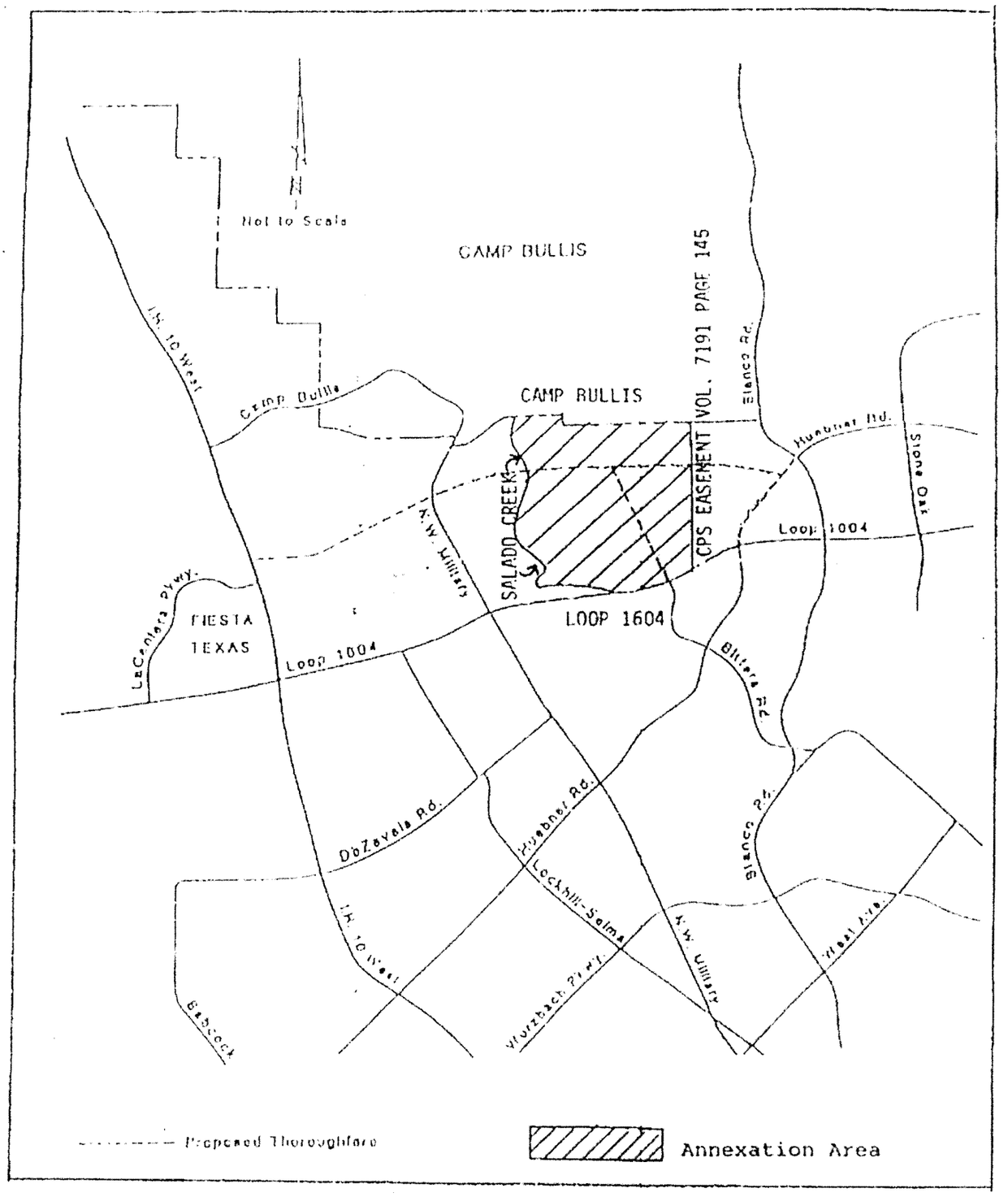

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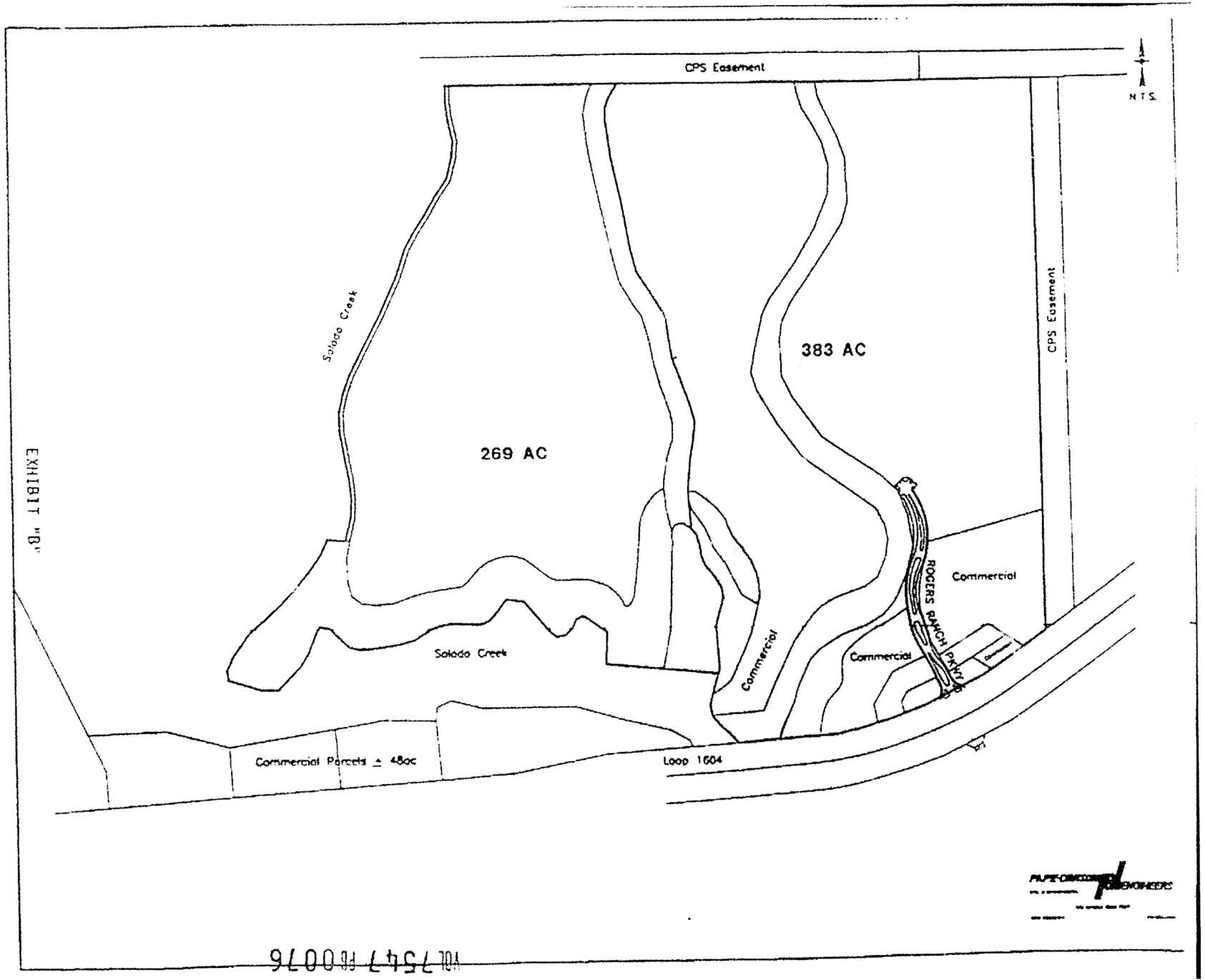

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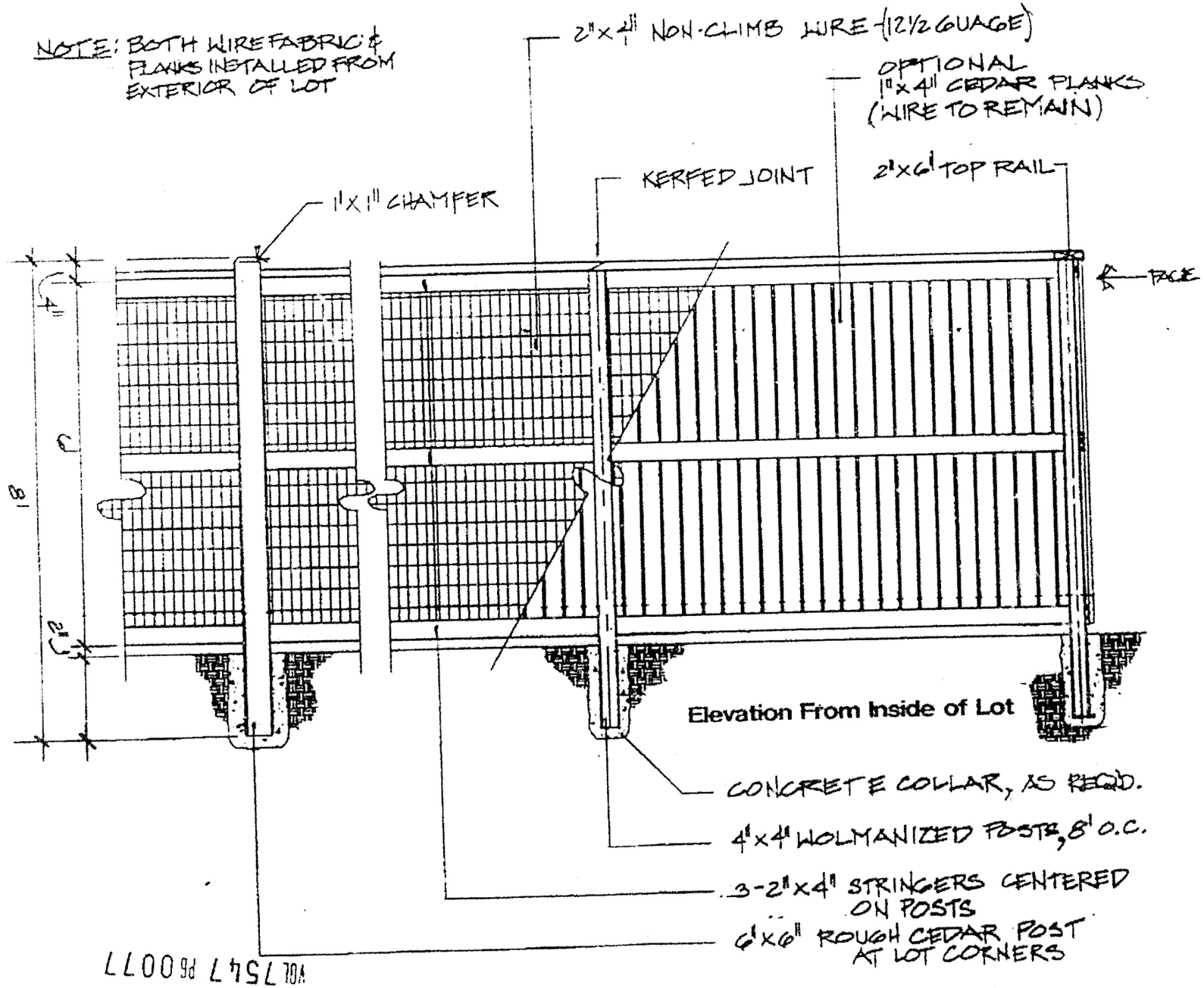

EXHIBIT "C"

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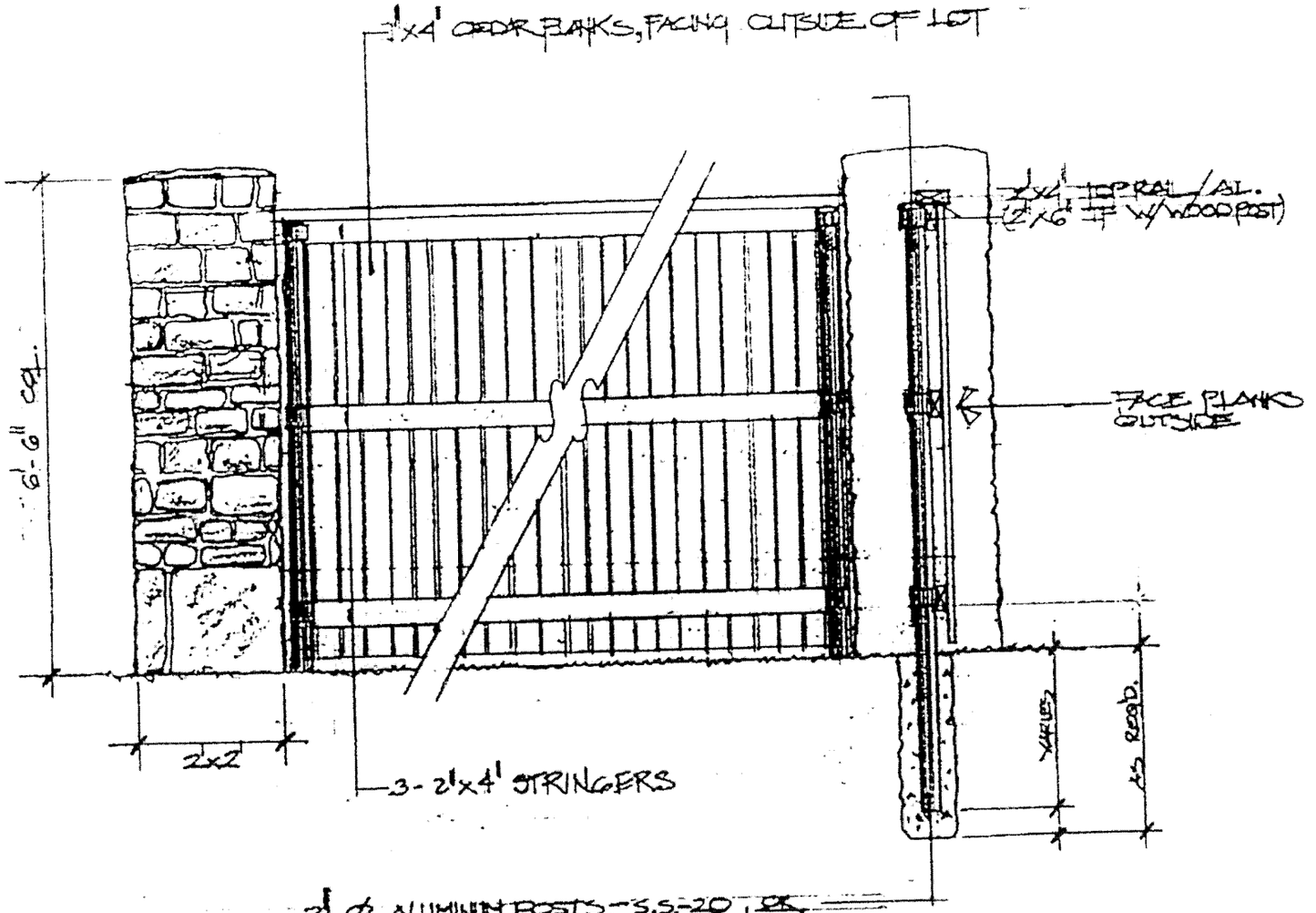
EXHIBIT "D"



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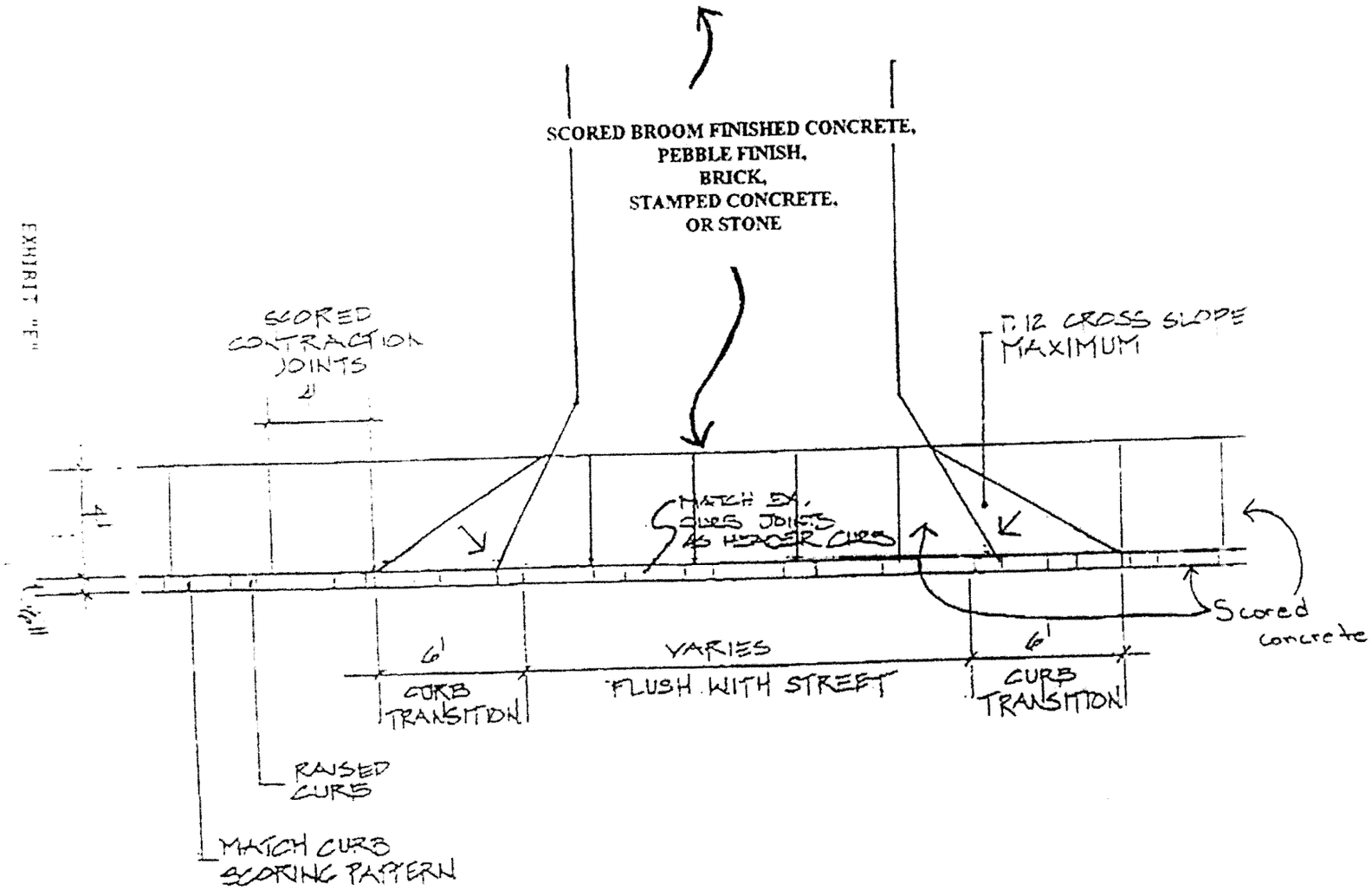
DRIVEWAY WITH SIDEWALK



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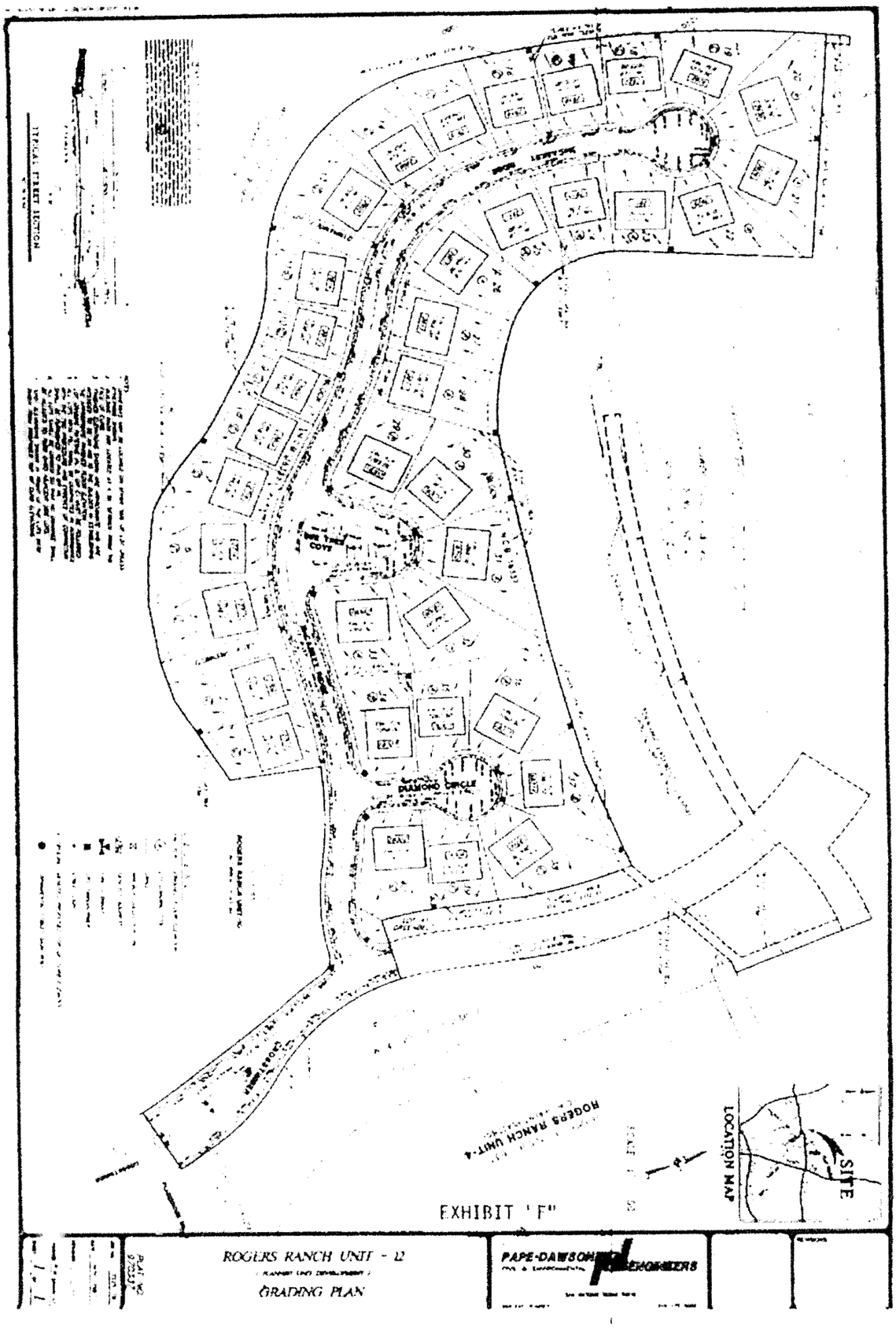

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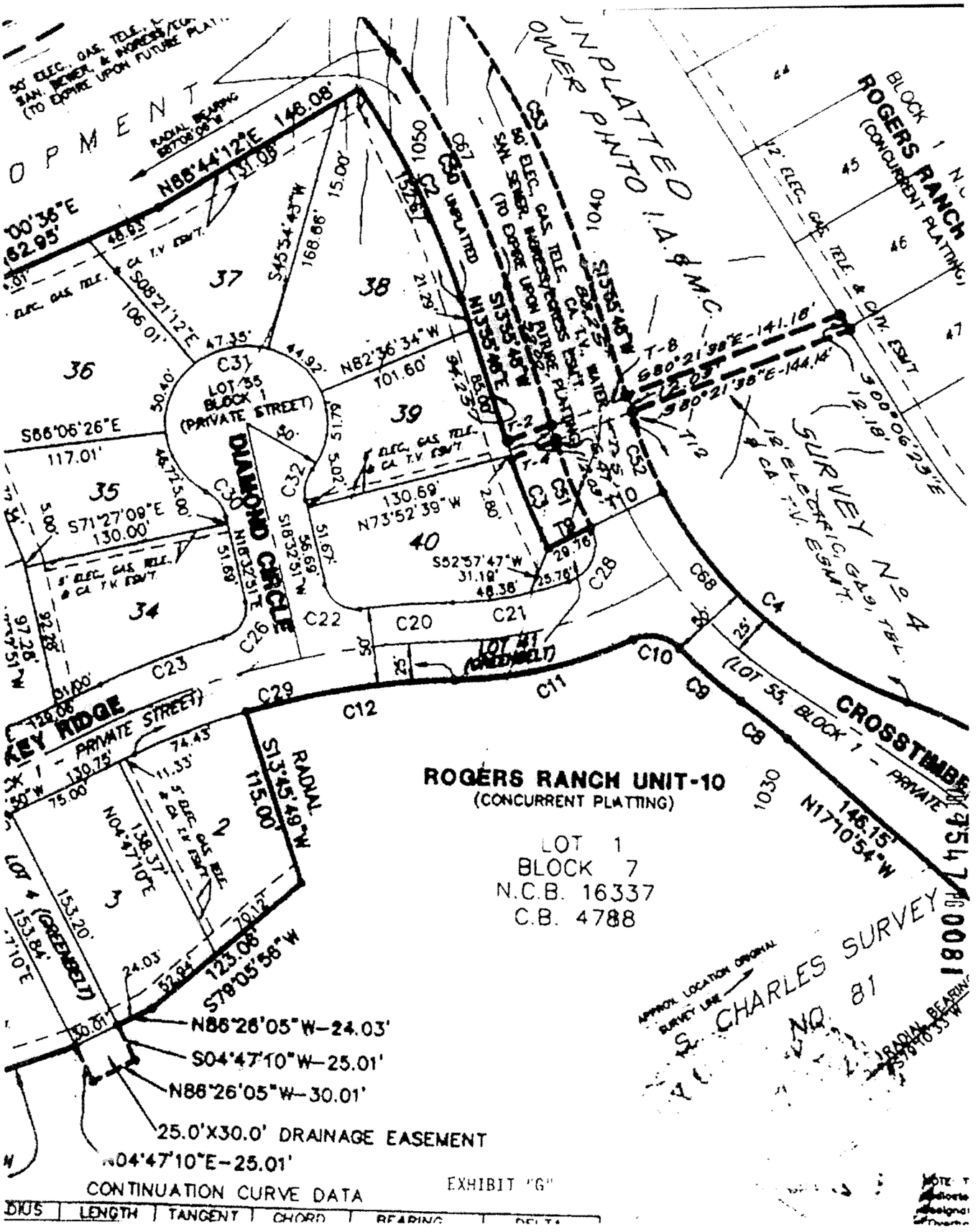
ROGERS RANCH UNIT-10
(CONCURRENT PLATTING)
LOT 1
BLOCK 7
N.C.B. 16337
C.B. 4788
DIAMOND CIRCLE
KEY RIDGE
CROSSTIMBERS
UNPLATTED
PINTO I.A.H.M.C.
SURVEY No 4
S. CHARLES SURVEY
No. 81
N86°44'12"E 146.08'
N86°26'05"W-24.03'
S04°47'10"W-25.01'
N86°26'05"W-30.01'
25.0'X30.0' DRAINAGE EASEMENT
N04°47'10"E-25.01'
CONTINUATION CURVE DATA
EXHIBIT "G"

AFTER RECORDING RETURN TO:

11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218
Attn: Sarah Carrington

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any provision herein which restricts the sale, rental or use of the described
real property because of color or race is invalid and unenforceable under Federal law
STATE OF TEXAS COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on
the date and at the time stamped hereon by me; and was duly RECORDED in
the Official Public Records of Real Property of Bexar County, Texas on

JUL 13 1998

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On Jul 13 1998

At 2:18pm

Receipt #:	143500
Recording:	165.00
Doc/Mgmt :	6.00

Doc/Num : 98- 0120372

Deputy -Catherine Revilla

RECORDERS MEMORANDUM

At time of recordation this instrument was found to be inadequate for good photographic reproduction due to : (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

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