

SCANNED

NOTICE OF FORMATION OF PETITION COMMITTEE
in accordance with
TEXAS PROPERTY CODE, SECTIONS 201.005
for
ROYAL RIDGE UNIT IV

A Petition Committee has been formed by Owners of Lots in Royal Ridge Unit IV to amend the restrictions applicable to Royal Ridge Unit IV, contained in the Declaration of Covenants, Conditions and Restrictions, recorded in Volume 7715, Page 160, of the Deed Records of Bexar County, Texas ("Declaration"), covering the property more particularly described in the plat recorded in Volume 7200, Page 5, Deed and Plat Records of Bexar County, Texas. The members of the Petition Committee are as follows:

NAME: David Shroads

ADDRESS: 6022 Archwood
San Antonio, Texas 78239



LT1-77-20050178075-1

NAME: Ida Underwood

ADDRESS: 5918 Archwood
San Antonio, Texas 78239



LT2-11563-423-12

NAME: Thomas Silk

ADDRESS: 5906 Archwood
San Antonio, Texas 78239

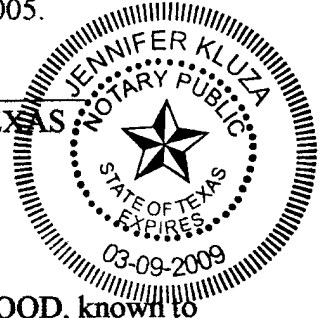
The Petition will modify the Declaration by: changing the name of the corporation (as officially changed with the office of the Secretary of State of Texas); deleting certain provisions pertaining to the Declarant, as the development period has expired and there is no longer a Class B membership; revising the manner in which assessments are fixed and collected; clarifying use restrictions to better conform with the Properties as they exist at the present time and/or to comply with applicable laws, and; to low the percentage of votes necessary to effect future amendments to the Declaration. The Petition was prepared pursuant to Tex. Prop. Code, Section 201.001, *et seq.*, a true, complete and correct copy of which Petition is attached hereto as Exhibit "A" and incorporated herein for all purposes.

(SIGNATURES APPEAR ON FOLLOWING PAGE)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared DAVID SHROADS, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 27 day of July, 2005.

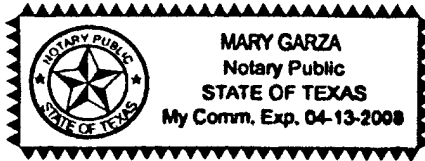
Jennifer Kluz
NOTARY PUBLIC - STATE OF TEXAS



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared IDA UNDERWOOD, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that she executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 26th day of July, 2005.

Mary Garza
NOTARY PUBLIC - STATE OF TEXAS



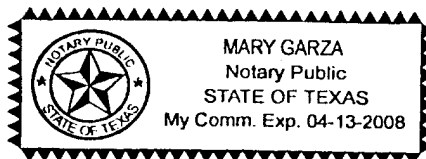
STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared THOMAS SILK, known to me to be the person whose name is subscribed to the foregoing instrument and, being by me first duly sworn and declared that he executed same in the capacity and consideration therein expressed. Given under my hand and seal of office this the 26th day of July, 2005.

Mary Garza
NOTARY PUBLIC - STATE OF TEXAS

After recording, please return to:

Rosemary B. Jackson
700 North St. Mary's Street
One Riverwalk Place, Ste. 1000
San Antonio, Texas 78205



EXECUTED on the dates set forth below to be effective upon filing in the Official Public Records of Real Property of Bexar County, Texas.

PETITION COMMITTEE FOR
ROYAL RIDGE GARDEN HOMES I
ASSOCIATION, INC. f/k/a
ROYAL RIDGE GARDEN HOMES
ASSOCIATION, INC.

Date: 7-27-05

David Shroads
DAVID SHROADS

Date: 7-26-05

Ida Underwood
IDA UNDERWOOD

Date: 7-26-05

Thomas Silk
THOMAS SILK

(ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE)

Exhibit "A"

PETITION MODIFYING RESTRICTIONS
PURSUANT TO TEXAS PROPERTY CODE, SECTION 201.001 ET SEQ.
for
ROYAL RIDGE UNIT IV
A SUBDIVISION IN BEXAR COUNTY, TEXAS

WINDCREST DEVELOPMENT CORPORATION., "Developer," created a Subdivision in San Antonio, Bexar County, Texas, by recording a Declaration of Covenants, Conditions, and Restrictions, in Volume 7715, Page 160, the Deed Records of Bexar County, Texas ("Declaration"), pursuant to Plat recorded in Volume 7200, Pages 5, Deed and Plat Records of Bexar County, with restrictive covenants contained therein, creating a subdivision known as Royal Ridge Unit IV ("Properties"); and

The Declaration at Article XII, Section 3 provides:

Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the Lots; and thereafter by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the Lots. Any amendment must be recorded.

Tex. Prop. Code, Section 201.001 *et seq.*, as amended, provides existing restrictions whose amendment provisions are worded similar to that of the Declaration may be modified using the provisions of Tex. Prop. Code, Section 201.001 *et seq.*, provided the Petition is signed by the owners of at least seventy-five percent (75%) of the total number of Lots in the Properties; and

A Petition Committee pursuant to Tex. Prop. Code, Section 201.005 was created by the owners of Lots in the Properties for the purpose of modifying the Declaration as set forth below; and

The Petition Committee filed written notice of its formation in the Official Public Records of Real Property of Bexar County, Texas; and

The undersigned Owners wish to modify the Declaration by: changing the name of the corporation (as officially changed with the office of the Secretary of State of Texas); deleting certain provisions pertaining to the Declarant, as the development period has expired and there is no longer a Class B membership; revising the manner in which assessments are fixed and collected; clarifying

use restrictions to better conform with the Properties as they exist at the present time and/or to comply with applicable laws, and; to low the percentage of votes necessary to effect future amendments to the Declaration.

The undersigned represent the owners of at least seventy-five percent (75 %) of the total number of Lots in the Properties.

THEREFORE, it is declared that all of the Lots of the Owners that have agreed to be bound by this Petition by indicating "yes" by their names as set forth hereinafter and all other Lots within the Properties (excluding the Lots of owners within the Properties who shall not be affected by this Petition, pursuant to Tex. Prop. Code, Section 201.099) shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions which shall run with the Lots covered by this Petition and shall be binding on all parties having any right, title or interest in or to the Lots covered by this Petition or any part thereof.

AMENDMENTS

The following sections of Article I now state as follows:

Section 1. "Association" shall mean and refer to ROYAL RIDGE GARDEN HOMES ASSOCIATION, INC., its successors and assigns.

Section 8. "Class A Lots" shall mean and refer to any lot upon which a residence or single family unit has been completed and has been conveyed to an owner other that the Declarant or has been occupied.

Section 9. "Class B Lots" shall mean and refer to any lot upon which a residence or single family unit has not been completed or has not been conveyed to an owner other than Declarant or, prior to such conveyance, has not been occupied.

These sections shall be modified to read as follows:

Section 1. "Association" shall mean and refer to ROYAL RIDGE GARDEN HOMES I ASSOCIATION, INC., its successors and assigns.

Sections 8. "Board of Directors" shall mean the duly elected directors of the Association.

Section 9. shall be deleted entirely and Section 10 shall become Section 9.

Article II, Section 1(a) shall remain the same, except the following provision shall be added as the last sentence:

"The openings of such windows shall not exceed 12" in height and 36" in length."

Article II, Section 1(c)(4) now states as follows:

“(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money, upon obtaining the assent of at least two-thirds (2/3) of each class of member, for the purpose of improving the ingress-egress and parking easements.”

This section shall be modified to read as follows:

“(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money, upon obtaining the assent of at least two-thirds (2/3) of the members, for the purpose of improving the ingress-egress and parking easements.”

Article III, Section 2 now states as follows:

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

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

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall equal the total votes outstanding in the Class B membership.

This section shall be amended as follows:

Section 2. All owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Article IV, Sections, 2, 3, 4, 5 and 6 now state as follows”

“Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety, welfare of the residents of the Properties and for the improvement and maintenance of the ingress-egress roadway and parking easements.”

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Twenty Four Dollars (\$24.00) per Lot.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

in excess of the maximum.

“Section 4. Notice & Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 15 days in advance of the meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of all votes of each class of membership shall constitute a quorum.”

“Section 5. Rate of Assessment. Annual assessments must be fixed at a uniform rate, to be collected on an annual basis, for all Class A Lots, and Class B Lots, provided, however, that the assessments on all class B Lots shall be fixed at twenty-five per cent (25%) of the amount of the assessments on all Class B Lots.”

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to an Owner. The first annual assessment shall be adjusted according to the months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Unless otherwise provided, the Association shall collect each month from the Owner of each Lot one twelfth (1/12) of the annual assessment for such Lot. Certificates signed by an officer of the Association shall be conclusive evidence of payment of any assessment therein stated to have been paid.

These sections shall be modified to read as follows:

“Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety, welfare, and/or benefit of the residents of the Properties and for the improvement and maintenance of the ingress-egress roadway and parking easements.”

“Section 3. Change in Annual Assessment and Effective Date. The annual assessment may be increased by a vote of two-thirds (2/3) of the members who are voting, in person or by proxy, at a meeting duly called for the purpose of changing the annual assessment. Any change in assessment shall take effect the following assessment year.”

“Section 4. Notice & Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than 15 days in advance of the meeting. The presence of members or of proxies entitled to cast fifty percent (50%) of all votes of membership shall constitute a quorum.”

“Section 5. Rate of Assessment and Due Date. Annual assessments must be fixed at a uniform rate, to be collected on an annual basis. Said assessments shall become due and payable not later than thirty (30) days following receipt of the “assessment due” notice. Certificates signed by an Officer of the Association shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Article IV, Section 7 shall be changed only to reflect the change of name from ROYAL RIDGE GARDEN HOMES ASSOCIATION, INC. to ROYAL RIDGE GARDEN HOMES I ASSOCIATION, INC.

Article V now states as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or alteration be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve said plans and specifications within thirty (3) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Until the Association has been formally organized and elects directors and officers, the Declarant shall perform this function.

Article V is amended as follows:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, or alteration be made until the plans and specifications showing the nature, kind, shape, height, material, and location is submitted to and approved in writing as to exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by the architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board, or its designated committee, fails to approve the plans and specifications within twelve (12) calendar days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

The Committee may have a need to return the request to the Owner for clarification or changes. In such event, the Committee shall have an additional five (5) calendar days to approve or disapprove the amended request on the date of re-submission. The date of re-submission shall not be counted in the five (5) day period.

Article VI, Section 1 now states as follows:

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be used for new construction and no buildings or structures shall be moved from other locations onto said Property. No structure shall be erected, placed, altered or permitted to remain on any one of said lots other than one detached single family dwelling of no more than two stories in height, and private garage, servant's quarters, storage and utility rooms; provided, however, that no garage, servant's quarters, storage room and utilities room

shall be erected on any Lot until after or coincident with the building of a dwelling thereon and in keeping with these restrictions. No garage, servant's quarters or accessory buildings shall be more than one story in height.

No more than one dwelling may be erected on any one Lot, but the right is reserved to erect one dwelling on parts of any two Lots as the same are defined on said recorded plat.

No residence of a temporary character shall be permitted on any Lot. No structure shall be occupied as a residence, even temporarily, unless it is a completed dwelling conforming to these restrictions.

Article VI, Section 1 is amended as follows:

Section 1.

(a) The Properties are restricted to residential dwellings for residential use. All buildings or structures erected upon the Properties shall be of new construction and no buildings or structures shall be moved from other locations onto the Properties. No structure shall be erected, placed, altered or permitted to remain on any one of the Properties other than one (1) detached single family dwelling of no more than one (1) story in height, a private garage, a storage room, and a utility room. No garage, storage room or utility room shall be erected on any Lot until after or coincident with the building of a dwelling thereon and in keeping with these restrictions. No garage, or other accessory building shall be more than one (1) story in height.

(b) No more than one dwelling may be erected on a Lot.

(c) No residence of a temporary character shall be erected or permitted on any Lot. No structure shall be occupied as a residence, even temporarily, unless it is a completed dwelling conforming to these restrictions.

(d) No business activity of any kind may be conducted on any Lot.

Article VI, Section 4 now states as follows:

Section 4. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any said Lots, except that dogs, cats, or other household pets, in reasonable numbers, may be kept provided that they are not kept, bred, or maintained for any commercial purpose."

Article VI, Section 4 is amended as follows:

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs or cats may be kept so long as the number does not exceed three (3) dogs or three (3) cats or a combination of dogs and cats that does not exceed four (4) animals in the aggregate; provided they are not kept, bred, or maintained for breeding or commercial purposes."

Article VI, Section 8 now states as follows:

Section 8. No building material of any kind or character shall be placed or stored upon any Lot until the owner thereof is ready to commence improvements and then the material shall be placed

within the property lines of the lot upon which the improvements are to be erected and shall not be placed on the street or between the curb and property line.”

Article VI, Section 8 is amended as follows:

“Section 8. No boxes, equipment, building or other materials of any character or any extraneous or unsightly items shall be parked or stored in the alley, driveway, or front yard of any Lot or parking easement, unless hidden from view from the adjoining Lots and streets by a solid fence built in accordance with these restrictions and all applicable codes and laws.

Article VI, Section 11 now states as follows:

“Section 11. No boat, airplane, trailer, camper mobile home, recreational vehicle shall be parked or stored in the driveway or front yard of any dwelling, or in the parking easement, nor shall any of the same be kept in the side or rear yard of any lot unless screened from view of the adjoining lots, streets, driveways, parking easement, or alley by a solid fence.”

Article VI, Section 11 is amended as follows:

“Section 11. No boat, airplane, trailer, camper mobile home, recreational vehicle shall be parked or stored on any Lot, parking easement, or alley.”

Article VI, Section 12 shall remain the same except to add the following sentence: “All graveled areas exposed to public view shall be kept clear of weeds and debris.”

Article VI, Section 13 now states as follows:

“Section 13. No antennas, other than regulation size television antennas (extending more than four (4) feet above the roof line of the applicable building) shall be permitted.”

Article VI, Section 13 is amended as follows

Section 13. No microwave dishes, radios, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except direct broadcast satellite (DBS) antennae less than one meter in diameter, multichannel multipoint distribution system (MMDS) antennae less than one meter in diameter, or television broadcast antennae, which Owners shall screen from view as much as possible without impairing the installation, maintenance or use.

Article VI, Section 16 now states as follows:

Section 16. Except for decorative fences or walls, approved by the Architectural Control Committee, no fence or wall shall be constructed forward of the required front building line as designated by the recorded plat of Royal Ridge Unit IV.

Article VI, Section 16 is amended to add the following sentence:

“All fence heights must abide by the applicable San Antonio City Code in existence at the time of the construction of the fence, provided that any fence shall not exceed seven (7) feet in height.”

Article XII, Section 3 now states as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety per cent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five per cent (75%) of the Lots. Any amendment must be recorded.

Article XII, Section 3 is amended as follows:

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, but may be amended by an instrument signed by the Owners of not less than sixty per cent (67%) of the Lots. Any amendment must be recorded.

PROVISO

The owners of Lots in the Properties which have not signed this Petition must file suit under Tex. Prop. Code, Section 201.010 before the 181st day after the date on which the certificate called for by Tex. Prop. Code Section 201.008(e) is filed in order to challenge the procedures followed in modifying the Declaration. The Owners of Lots in the Properties who do not sign this Petition may delete their Lots from the operation of the modification of the Declaration created herein by filing a statement described in the fourth listed category in Tex. Prop. Code, Section 201.009(b) before one (1) year after the date on which the owner receives actual notice of the filing of this Petition as authorized pursuant to Tex. Prop. Code Section 201.001 *et seq.*

We, the undersigned, hereby attest and affirm that we own record title to Lots within the Properties. If the "yes" box is marked next to our name, the Lots owned by us within the Properties shall hereinafter be held, sold, and conveyed subject to the foregoing restrictions, covenants and conditions and shall run with the property and be binding on all parties having any right, title or interest in or to the property or any part thereof. If the "no" box is next to our names, the Lots owned by us shall not be covered by this Petition and shall be specifically excluded herefrom.

I/We the undersigned assert that I/we own the following Lot in Royal Ridge Unit IV:

Lot(s) Owned and Street
Address(es) Within Properties

Lot Owner(s)

Owner(s) of
Lot(s) to Be
Covered by the
Restrictions in
this Petition?

Street Address

Signature

Yes ()
No ()

Signature

Legal Description (lot/block)

Print Name

Print Name

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, a notary public, on this day personally appeared

, known to me to be the person whose name is subscribed to the foregoing instrument and, being
by me first duly sworn and declared that he/she (they) executed same in the capacity and
consideration therein expressed. Given under my hand and seal of office this the _____
day of _____, 200_____.

NOTARY PUBLIC - STATE OF TEXAS

Doc# 20050178075 Fees: \$0.00
08/05/2005 8:06AM # Pages 12
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

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

AUG 05 2005



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS