

610730

DECLARATION

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OF COVENANTS, CONDITIONS & RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WINDCREST DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant,"

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the City of San Antonio, County of Bexar, State of Texas, known and described as Royal Ridge Unit IV a subdivision of 15.886 acres out of the J.F.A. Scott Survey No. 323, Abstract 676, County Block 5074, including all parts thereof platted for dedication to public use or for use as easements for specific purposes, said plat being of record in Volume 7200 , page 5 , Deed and Plat Records of Bexar County, Texas.

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

ARTICLE I

DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described.

Section 4. "Ingress-Egress Easement" shall mean and refer to an easement, 28 feet in width, along, and over which pedestrian and vehicular access to abutting lots is permitted, as shown on the above plat. No parking of vehicles shall be permitted on these easement areas.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Declarant" shall mean and refer to WINDCREST DEVELOPMENT CORPORATION, and its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

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 than 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 the Declarant or, prior to such conveyance, has not been occupied.

Section 10. "Parking Easement" shall mean and refer to an easement having a dimension of 70.07 feet along Grandwood Dr. (being the street frontage of Lots 17, 18 and 19, NCB 16446) and extending to a minimum depth of 55 feet, as shown on the recorded plat of Royal Ridge Unit IV. Said easement shall be for the exclusive use of the owners of the said lots only, for the purpose of ingress and egress to said lots and for temporary and guest parking of vehicles. Access beyond the limits of the parking easement shall not be permitted by means of any vehicle.

The Board of Directors, however, shall have the right to limit, for security purposes, the number of access points to any ingress-egress easement, and, also, the use of said easements, to include traffic control, automobile parking, and speed limits on said easements. The Board shall further have the right to control or limit the use of and access to said easements, and to control use by unlicensed vehicles, including any two or three wheeled means of transportation.

No fence, wall, hedge or visual impediment of any nature shall be located within, or nearer than five (5) feet from any ingress-egress easement as defined in Section 4 above.

The areas shown on said plat and defined herein as easements are not dedicated to the use of the general public, but are limited to and for the use and benefit of the association, the owner, the invitees of either, and the governmental agencies and public utilities performing services for the benefit of the association and owners.

The definitions herein shall apply not only to the language of this instrument but shall also control the meaning of such words as also appear on said plat.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment.

(a) A yard and access easement five feet (5') in width, and parallel to the side lot line, extending from the front property line of each lot to the access easement at the rear of each lot, on each lot where such easements are shown by the dash lines on the plat, is granted to the owner of each adjoining lot abutting such easement area, and the owner of each lot abutting each easement shall have the exclusive and perpetual right and duty to use and maintain such easement area for yard and planting purposes, in a similar manner as the abutting lot is used, and for no other purpose; subject, however, to the right of the owner of the lot upon which the easement is located (being the servient lot) to enter upon said easement area for the purpose of maintaining, restoring

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and repairing the improvements on the servient lot, and subject to the right of the owner of the servient lot to construct and maintain in place the roofs and other improvements which may encroach on the easement area, but at a height not less than seven feet (7') from the surface of the ground. The owner of the servient lot shall be required to construct residence and other improvements thereon immediately adjacent to the easement line, and is entitled to have the roof and other improvements extend over the easement line, at a height of 7 feet or greater. The drainage swale provided between houses, generally along lot lines, and designed to direct storm waters away from applicable structures, shall in no way be altered or impeded by improvements, landscaping or plant materials.

The granting of use of this five foot (5') easement does not include the right to attach trellises, vines, nor to plant, or allow to grow, any growing things which attach themselves to the home on the servient lot. The user of the easement is responsible for specific damages done by plant materials which are not pruned, trimmed, and cared for in such a way as to prevent damage to the home on the servient lot. The user of the easement shall, upon written request, trim any shrubs, plants, trees, vines, etc., which pose a threat to the home on the servient lot or which interfere with the normal painting and maintenance of said home.

The improvements upon the servient lot shall have no openings upon the side adjacent to the yard and access easement, except that windows may be installed if they are fixed panels that cannot be opened, with obscure glass panels, the type of glass, size and location of any such windows to be first approved by the architectural control committee.

(b) Each lot and the property included in the yard and access easement shall be subject to an easement for minor encroachments created by construction of improvements, settling and overhangs, as designed or constructed by the Declarant or thereafter rebuilt by an owner. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

(c) Every owner shall have a right and easement of ingress-egress along and over the parking easement and 28 ft. wide ingress and egress easement provided along the rear 14 ft. of each lot, and along the side of Lot 44, NCB 16445, as designated on the plat of Royal Ridge Unit IV, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(1) the right of the Association to charge reasonable fees for use and maintenance of the parking, ingress and egress easements as designated on the plat of Royal Ridge Unit IV;

(2) the right of the Association to suspend the voting rights and rights of use of an Owner for any period during which any assessment against his Lot remains unpaid;

(3) the right of the Association to dedicate or transfer all or any part of the ingress-egress easement area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;

(4) 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.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

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

Class A. Class A members shall be all owners with the exception of the Declarant, and shall be entitled to one 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 it shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments for capital improvements and maintenance. The annual 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 property 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the safety, and welfare of the residents in 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

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of members or of proxies entitled to cast fifty per cent (50%) of all the votes of each class of membership shall constitute a quorum.

Section 5. Rate of Assessment. Annual assessments must be fixed at uniform rate, to be collected on a monthly 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 upon all Class A 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 number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. 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.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment which is not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the ROYAL RIDGE GARDEN HOMES ASSOCIATION, INC., or its agents the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on a real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association, acting on behalf of the Lot Owners, shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the easement areas or abandonment of his Lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, trustee's foreclosure sale or any proceeding at law in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

ARCHITECTURAL CONTROL

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

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showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an 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 or disapprove such design and location within thirty (30) 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 VI

USE RESTRICTIONS

Section 1. Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of 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 other 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.

Section 2. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or its successors and assigns to maintain during the period of development of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said dwellings, including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of 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.

Section 5. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any dwelling or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property; provided, however, the foregoing covenants shall not apply to the business

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activities, signs and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period.

Section 6. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring dwellings and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

Section 7. The storing, parking or keeping of any wrecked, junked or partially dismantled vehicle, or any vehicle parts, shall not be permitted on any lot, easement area or public street.

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.

Section 9. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, which shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10. Said premises are to be kept in a presentable condition and shall not have stored thereon vehicles and other unsightly objects.

Section 11. No boat, airplane, trailer, camper, mobile home, recreational vehicle, or boxes, equipment, materials of any character or any extraneous or unsightly things 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 and streets by a solid fence.

Section 12. Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals and drainage areas over and across any part of a lot shall be kept open and clean so as to maintain the same in a neat attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed from the property.

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

Section 14. With each single family dwelling constructed in Royal Ridge Unit IV, there shall be constructed a closed garage, suitable for parking two standard-size automobiles. On the alley side of each garage there shall be installed and maintained a night light that is actuated by a photoelectric switch. All direct vehicular access to Lots shall be by way of the ingress-egress easement, with no curb-cuts being permitted along the dedicated street upon which the Lot fronts.

Section 15. Concrete sidewalks, a minimum width of three (3) feet, shall be installed prior to completion and/or occupancy of any dwelling in Royal Ridge Unit IV. Sidewalks shall be installed parallel to the curb, adjacent to the property line, and along any part of a Lot which abuts a dedicated street. Sidewalks are not required, however, along Weidner Road.

Section 16. Except for decorative fences or walls, approved by the Architectural 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.

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ARTICLE VII

LOT AREA AND FRONTAGE

Every dwelling erected on any Lot shall front or present a good frontage on the street on which said Lot fronts. Dwellings on corner Lots shall have a presentable frontage on all streets on which the particular lot abuts. The size, shape and frontage of any Lot shall be defined by the recorded plat of Royal Ridge Unit IV. No resubdivision of Lots, as recorded in Royal Ridge Unit IV shall be made without approval of the Architectural Control Committee.

ARTICLE VIII

SIZE OF DWELLING

No dwelling of less than 1,700 square feet of living and heated area shall be permitted on any lot.

A minimum of 75% of the wall area to top of first story window height shall be of masonry veneer and/or stucco construction.

ARTICLE IX

OUTBUILDING REQUIREMENTS

Every outbuilding, except a green house, shall correspond in style and architecture to the dwelling to which it is appurtenant. It shall also be subject to the approval of the committee outlined in Paragraph V of these Covenants. No outbuilding shall be used as a residence.

Separate garages and lawn tool buildings, which do not meet the minimum requirement of having at least 3/4ths of their exterior walls of masonry, masonry veneer and/or stucco, shall nevertheless be permitted if they are constructed of cedar, cypress, or redwood lumber, and provided further that they are painted or stained, that they are architecturally acceptable to the committee above referred to, and have a roof of the same material as the house, and are located at least 15 feet from the adjoining house.

ARTICLE X

DWELLING SET BACK

The restrictions covering the dwelling set back from the streets are set forth in the recorded plat of this subdivision above referred to in the description.

ARTICLE XI

GOVERNMENTAL ACCESS

The right of use, passage over and access to, over and upon all ingress-egress easements, access easements, parking easements and any other areas not dedicated to the general public, is hereby granted to all governmental authorities for the performance of governmental functions and services, including but not limited to police and fire protection, garbage and utility services, public works, ambulance and other emergency vehicles.

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ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner or Declarant, even though not owning any property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, lien and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any other provisions which shall remain in full force and effect.

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.

IN WITNESS WHEREOF, the undersigned, being the Declarant here-
in, has hereunto set its hand and seal this 26 day of November

WINDCREST DEVELOPMENT CORPORATION
Declarant

BY:

H. J. Fentress
H. J. Fentress, President

Elizabeth A. Fentress
Secretary

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CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared H.J. FENTRESS, known to me to be the person whose name is subscribed to the foregoing instrument, as President of Windcrest Development Corporation, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 2nd day of December, 1975.



Mary Braun
Notary Public, Bexar County, Texas

MARY BRAUN
Notary Public, Bexar County, Texas

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

DEC 5 1975



James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

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92-75-144

WINDCREST DEVELOPMENT CORPORATION

TO

THE PUBLIC

DECLARATION OF

COVENANTS, CONDITIONS & RESTRICTIONS

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

1975 DEC 5 AM 11 43

Return to:

BRADFORD F. MILLER
ATTORNEY AT LAW
516 MAJESTIC BUILDING
SAN ANTONIO, TEXAS 78205