

**REVISED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ROYAL RIDGE EXECUTIVE HOMES ASSOCIATION, INC.
(GARDEN HOMES II)**

This Revised and Restated Declaration of Covenants, Conditions & Restrictions amends, supersedes and replaces the Declaration dated July 2, 1979, recorded in Vol. 1595, Pages 324-331; the amendment dated August 1, 2013, recorded in Book 16262, Pages 2203-2204, and the amendment dated December 1, 2014, recorded in Book 16982, Pages 1828-1844, all in the Real Property Records, Bexar County, Texas. The Supplementary Documents supersede and replace the documents recorded in Book 16984, Pages 1690-1698 of the Real Property Records of Bexar County, Texas. At a regularly scheduled semi-annual meeting, a quorum being present, upon motion made, seconded and passed, the Revised and Restated Declaration of Covenants, Conditions & Restrictions and 9 pages of Supplementary Documents (Bylaws, Procedures, Fines and Utility Sheds) attached hereto were adopted.

1. Declarants are the owners of certain property in the City of San Antonio, County of Bexar, State of Texas, known and described as Royal Ridge, Unit VIII, a subdivision of 29.451 acres out of the J.P.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 8600, Pages 171-172, Deed and Plat Records of Bexar County, Texas.

2. Declarants hereby declare 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 Homeowner thereof.



3. DEFINITIONS:

- (a) "Architectural Control Committee" or "ACC" shall be at least three (3) individuals appointed by the Board of Directors to maintain the architectural standards and harmony of the community. Members may also be members of the Architectural and Compliance Committee.
- (b) "Association" shall mean and refer to ROYAL RIDGE EXECUTIVE HOMES ASSOCIATION, INC., its successors and assigns.
- (c) "Board" or "Board of Directors" shall be the officers and directors of the Association.
- (d) "Architectural and Compliance Committee" shall be at least three (3) individuals appointed by the Board of Directors to evaluate complaints, and determine whether a covenant has been violated and should be referred to the Board of Directors. It shall also determine the amount of a fine if a covenant has been violated, and periodically review the Fines Schedule to determine if fine frequency and amounts need adjustment.
- (e) "Declarants" shall mean and refer to the record owners of the one hundred twenty-four (124) lots and residences in the Properties.
- (f) "Homeowner" or "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.

- (g) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.
- (h) "Members" shall mean and refer to every person or entity who holds membership in the Association.
- (i) "Properties" shall mean and refer to that certain real property herein before described.

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.

4. PROPERTY RIGHTS:

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 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 a 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.

5. MEMBERSHIP AND VOTING RIGHTS.

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. The Association shall have the right to suspend the voting rights of an Owner for any period during which any assessment against his Lot remain unpaid. The Association shall have one class of voting members who shall all be owners 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.

6. COVENANT FOR MAINTENANCE, FINES AND SPECIAL ASSESSMENTS.

- (a) Creation of the Lien and Personal Obligation of Assessments. The existing Owners, as Declarants herein, for each Lot owned within the Properties, hereby covenant, 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 maintenance and such fines and/or special assessments as may be levied by the Board of Directors. The fines and/or 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 or was levied. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- (b) Purpose of Assessments. The fines and/or assessments levied by the Association shall be used to promote the safety, welfare and benefit the residents in the Properties, including mowing, support of the pool, tennis courts and clubhouse, enforcement of these covenants and restrictions, and for maintenance of the alleys in the event that the City of San Antonio does not keep them in a state of repair acceptable to the Association.
- (c) Fines and Assessments.
- 1) The Board of Directors has determined that the need for annual assessments exists, and has fixed the annual assessment at the rate of Fifty Dollars (\$50.00) per year per Lot.
 - 2) The annual assessment may be increased by a vote of two-thirds (2/3) of members who are voting in person or by proxy at a semi-annual meeting or a special meeting called for this purpose.
 - 3) The Architectural and Compliance Committee, appointed by the Board of Directors, shall determine conduct constituting violation of a covenant, restriction, statute or common law duty, and the amount of a fine for a violation. From time to time, the Board of Directors may amend the Schedule of Fines and file the Schedule of record in the Real Property Records of Bexar County, Texas.
 - 4) The Board of Directors may impose fines on Owners in accordance with the Procedures and Schedule of Fines, after notice to the Owner and an opportunity to be heard before the Board. A fine becomes due when imposed by the Board. The Owner may appeal in writing a fine or fines at a meeting of the Association, with the members voting by secret ballot to affirm or reject and/or to refund, if paid, the fine or fines.

- 5) At a regular or special meeting of the members, called with not less than 15 days notice, the Board of Directors may recommend assessments, special assessments, or action to enforce covenants, restrictions, statutes, common law duties and fines, if any. If the motion shall pass by majority vote, thereafter the Board of Directors shall be authorized to act in accordance therewith, in the amount that the Board of Directors determines to be necessary.
- (d) **Notice & Quorum for Any Action Authorized Above.** Written notice of any meeting called for the purpose of taking any action authorized above in (c)(5) shall be sent or delivered to all members not less than 15 days in advance of the meeting. The presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes shall constitute a quorum.
- (e) **Rate of Assessment.** Assessments, whether annual or special, are fixed at a uniform amount for all Lots. Fines and liens shall be levied individually upon the land and owner of any covenant, restriction, statute, or common law duty violator.
- (f) **Due Date of Assessments.** The annual assessments are due January 1st of each year, and are delinquent after January 31st of each year. In the event that a special assessment shall be levied, the Board of Directors shall fix the amount of the assessment against each Lot at least thirty (30) days prior to it being due. They shall either deliver written notice to each residence or mail a certified letter containing such notice to each Owner at the address shown in the real property records of Bexar County, Texas. For any assessment, any Owner alleging payment hardship in writing may pay the Association in accordance with the Payment Plan set forth herein. Certificates signed by an officer of the Association shall be conclusive evidence of payment of any assessment therein stated to have been paid.
- (g) **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 percent (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, or by vote of existing Owners, hereby expressly vests in the ROYAL RIDGE EXECUTIVE 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 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.
- (h) **Subordination of the Lien to Mortgages.** The lien of the assessment 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 assessment thereafter becoming due or from the lien thereof.
- 7. 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 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 the Architectural Control 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. The address and phone number of the Committee may be found on the web site for Garden Homes II, currently www.royalridgesa.org, or by contacting the president.

8. USE RESTRICTIONS.

(a) Said Property is hereby restricted to residential dwellings for residential use. The rental or lease of Property for a period of less than one hundred and eighty (180) days is defined to be not for residential use and is prohibited. The rental of a garage or outbuilding is defined to be not for residential use and is prohibited. The rental of a room or rooms within a dwelling is defined to be not for residential use and is prohibited, unless the lessee or renter is within two degrees of consanguinity of the Owner. All buildings or structures erected upon said Property shall be of new construction. 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 one-story in height, and private garage, storage and utility rooms; provided, however, that no garage, 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 or other accessory building shall be more than one story in height.

- (a) 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.
- (b) 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 and receiving a certificate of occupancy from the City of San Antonio.
- (c) Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.
- (d) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except for dogs, cats, or other household pets, of not more than five (5) total. No dogs, cats or pets may be kept, bred, or maintained for any commercial purpose. No dog shall be allowed to be outside and bark at night between the hours of 10:00 pm and 6:30 am. Noise exceeding 60 decibels at any property lot line at night between the hours of 10:00 pm and 7:00 am is prohibited. Animals commonly known as "wild animals" or "wild reptiles" are prohibited.
- (e) 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, except as may be allowed by law.
- (f) Except on the evening before and on collection day, all containers of garbage, recycling, and/or organic materials shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring dwellings, alleys and streets. Clotheslines,

equipment, service yards, woodpiles or storage piles shall be similarly concealed. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon.

- (g) 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.
- (h) 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.
- (i) 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. An unchecked, i.e. visible, rodent presence is not sanitary.
- (j) Said premises shall be kept in a presentable condition and shall be landscaped, which may include xeriscaping, or rock covering. Grass on each lot shall be kept mowed at regular intervals. No weed (or grass) may be permitted to exceed twelve (12) inches in height. Landscaping and vegetation shall be regularly maintained. Trees, shrubs, vines and plants which die shall be promptly removed from the property. Covering a yard with concrete is not landscaping. Bare soil exceeding twenty (20) square feet is prohibited.
- (k) Projects to improve or modify the external landscaping at any residence shall be completed within a sixty (60) day period. No residence on the premises shall be permitted to be unpainted, deteriorated or have rotted wood. Damage to the residence, whether visible from the street or the alley, shall be promptly repaired, and painted to match the remainder of the structure. No vehicles or other unsightly objects may be stored on the Premises.
- (l) 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 for more than three (3) days. Any of the same shall not 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. Chain link fences are prohibited.
- (m) 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.
- (n) No antennas, other than regulation size television antennas or dishes (extending no more than four (4) feet above the roof line of the applicable building) shall be permitted.
- (o) With each single family dwelling constructed in Royal Ridge Unit VIII, there shall be 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 of at least 800 lumens (a 60 watt or higher equivalent) that is actuated by a photoelectric switch. All direct vehicular access to Lots shall be by way of the alley with no curb-cuts being permitted along the dedicated street upon which the Lot fronts.
- (p) Concrete sidewalks, a minimum width of three (3) feet, shall be maintained by the owner of each dwelling in Royal Ridge Unit VIII. Sidewalks shall be parallel to the curb, adjacent to the property line.
- (q) No fence or wall shall be constructed forward of the required front building line as designated by the recorded plat of Royal Ridge Unit VIII.
- (r) No fence, wall, hedge or visual impediment of any nature shall be located within or nearer than five (5) feet from any alley.

- (s) The Association is also authorized, but not obligated, to enforce the provisions of the San Antonio City Code and Ordinances as they currently exist, or as they may hereafter be amended, as well as other statutes and the common law.
- 9. 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 VIII. No re-subdivision of Lots, as recorded in Royal Ridge Unit VIII shall be made without approval of the Board of Directors and the Architectural Control Committee.
- 10. 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 the top of the first story window height shall be of masonry veneer and/or stucco construction.
- 11. 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 Architectural Control Committee established by 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 ten feet from the adjoining house.
- 12. 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.
- 13. PAYMENT PLAN POLICY**
- a) Owners are entitled to make partial payments for amounts owed to the Association under a Payment Plan in compliance with this Policy.
- b) Late fees, penalties and delinquent collection related fees will be not be added to the owner's account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
- c) All Payment Plans must be in writing on the form provided by the Association.
- d) The Payment Plan becomes effective and is designated as active upon:
1. receipt of a fully completed and signed Payment Plan form; and
 2. receipt of the first payment under the plan; and
 3. acceptance by the Association as compliant with this Policy.

- e) A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
1. Total balance up to 2 times annual assessment ... up to 6 months
 2. Total balance up to 3 times annual assessment ... up to 12 months
 3. Total balance greater than 3 times annual assessment ... up to 18 months
- f) On a case-by-case basis, upon request of the owner and concurrence of the Board, the Owner and the Board can agree to more than one payment plan to assist the owner in paying the amount that is owed.
- g) A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
- h) If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- i) If an owner fails to make payments as specified in the Payment Plan, the payment plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. A Payment Plan will be voided if the owner:
1. fails to return a signed Payment Plan form with the initial payment; or
 2. misses a payment due in a calendar month; or
 3. does not make up a payment if notified by the Association of a missed payment as a courtesy; or
 4. makes a payment for less than the agreed upon amount and does not make up the deficit on the next payment; or
 5. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.
- j) On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
- k) If a Payment Plan is voided, the Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
- l) The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

14. DOCUMENT RETENTION POLICY

- a. Association Documents may be maintained in paper format or in an electronic

format which can be readily transferred to paper.

- b. Association Documents shall be retained for the durations listed below:
1. certificate of formation or articles of incorporation, bylaws, restrictive covenants, other dedicatory instruments and any amendments to same shall be retained permanently; and
 2. financial books and records, including annual budgets, reserve studies, monthly financial statements and bank statements, shall be retained for seven (7) years (for example the July 2016 financial statements shall be retained until July 31, 2023); and
 3. account records of current owners shall be retained for five (5) years (for example, invoice, payment and adjustment records on an owner's account with a transaction date of 08/15/2016 will be retained until 08/15/2021 subject to section (4) below); and
 4. account records of former owners shall be retained as a courtesy to that former owner for one (1) year after they no longer have an ownership interest in the property; and
 5. contracts with a term of one year or more shall be retained for four (4) years after the expiration of the contract term (for example, a contract expiring on 06/30/2016 and not extended by amendment must be retained until 06/30/2020); and
- c. minutes of meetings of the owners and the Board shall be retained for seven (7) years after the date of the meeting (for example, minutes from a 07/20/2016 board meeting must be retained until 07/20/2023); and
- d. tax returns and CPA audit records shall be retained for seven (7) years after the last date of the return or audit year (for example, a tax return for the calendar year 2016 shall be retained until 12/31/2024); and
- e. decisions of the Architectural Control Committee ("ACC") or Board regarding applications, variances, waivers or related matters associated with individual properties shall be retained for seven (7) years from the decision date (for example, an application for a swimming pool approved on 10/31/2016 must be retained until 10/31/2023).
- f. Any Documents not described above may be retained for the duration deemed to be useful to the purpose of the Association, in the discretion of the Board, its attorney or its managing agent.
- g. Upon expiration of the retention period listed above, the Documents shall no longer be considered Association records and may be destroyed, discarded, deleted, purged or otherwise eliminated.

15. RECORDS PRODUCTION AND COPYING POLICY

- a. Association Records shall be reasonably available to every property owner. An owner may also provide access to Records to any other person they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
- b. An owner, or their proxy as described above, must submit a written request for access to Records. The letter must:
 1. be sent by certified mail to the Association's address as reflected in its most recent Management Certificate filed in the County public records; and
 2. contain sufficient detail to identify the specific Records being requested; and
 3. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format: electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
- c. Within ten (10) business days of receipt of the request specified in section b above, the Association shall provide:
 1. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 2. the requested Records if any required advance payment had been made; or
 3. a written notice that the requested Records are available for delivery once a specific required payment is made; or
 4. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format, the delivery method and the delivery address; or
 5. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice.
- d. The following Association Records are not available for inspection by owners or their proxies:
 1. the financial records associated with an individual owner; and
 2. deed restriction violation details for an individual owner; and
 3. personal information, including contact information other than address for an individual owner; and
 4. attorney files and records in the possession of the attorney; and
 5. attorney-client privileged information in the possession of the Association. (The information in a, b, and c will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection).

e. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to purchase such copies.

f. If an owner or proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.

g. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party fees (such as archive document retrieval fees from off-site storage locations) as listed below:

1. black and white 8 1/2"x 11" single sided copies ... \$0.25 each
2. black and white 8 1/2"x 11" double sided copies ... \$0.30 each
3. color 8 1/2"x 11" single sided copies ... \$0.50 each
4. color 8 1/2" x 11" double sided copies ... \$1.00 each
5. PDF images of documents ... \$0.10 per page
6. compact disk ... \$1.00 each
7. flash drive..... \$10.00 each
8. labor and overhead ... \$18.00 per hour
9. mailing supplies ... \$1.00 per mailing
10. postage ... at cost
11. other supplies ... at cost
12. third party fees ... at cost
13. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this policy.
14. The Board of Directors may vote to change or increase the fees and its action is effective immediately. The change should be approved by vote at the next meeting of members.

h. If the estimated costs are lesser or greater than the actual costs, the Association shall submit a final invoice to the owner on or before the 30th day after the records are delivered. Owner agrees to pay any additional amount due within thirty (30) days after the date the records are sent to them. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.

i. On a case-by-case basis where an owner request for Records is deemed to be minimal, the Association or its managing agent reserves the right to waive notice and/or fees.

16. GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS

- a. A property owner or resident may display or attach one or more religious items to the entry to their dwelling. Such items include anything related to any faith that is motivated by the resident's sincere religious belief or tradition.
- b. Individually, or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
- c. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
- d. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - 1. threaten public health or safety; or
 - 2. violate any law; or
- e. contain language, graphics or any display that is patently offensive to a passerby.
- f. Approval from the Architectural Control Committee ("ACC") is not required for displaying religious items in compliance with these guidelines.
- g. As provided by Texas Property Code, Section 202.018, the Association may remove any items displayed in violation of these guidelines.

17. GUIDELINES FOR RAINWATER RECOVERY SYSTEMS

- a. Rainwater Recovery Systems may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
- b. All such Systems must be installed on land owned by the property owner. No portion of the System may encroach on adjacent properties or common areas.
- c. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - 1. placement behind a solid fence, a structure or vegetation; or
 - 2. by burying the tanks or barrels; or
 - 3. by placing equipment in an outbuilding otherwise approved by the ACC.
- d. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - 1. the barrel must not exceed 55 gallons; and

2. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 3. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and
 4. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
- e. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
- f. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, ponds may be used for water storage.
- g. Harvested water must be used and not allowed to become stagnant or a threat to health.
- h. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed if they can be seen from any street or common area.

18. GUIDELINES FOR DISPLAY OF FLAGS

- a. These Guidelines apply to the display of ("Permitted Flags··):
1. the flag of the United States; and
 2. the flag of the State of Texas; and
 3. the official flag of any branch of the United States armed forces.
- b. These Guidelines do not apply to any flags other than the Permitted Flags listed in section a. above including, but not limited to:
1. flags for schools, sports teams, businesses or foreign countries; or
 2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 3. historical versions of the flags permitted in section a. above.
- c. Permitted Flags may be displayed subject to these guidelines. Other flags (paragraph b) may be prohibited by the Board of Directors. Advance approval of the Architectural Control

Committee ("ACC") is required for any free-standing flagpole associated with the display of Permitted Flags.

d. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.

e. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.

f. Permitted Flags may be up to three foot (3') by five foot (5') in size.

g. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall and up to twenty feet (20') tall.

h. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.

i. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.

j. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the property between the main residential structure and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.

k. Free-standing flagpoles may not be installed in any location described below:

1. in any location other than the Owner's property; or

2. within a ground utility easement or encroaching into an aerial easement; or

3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or

4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or

5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).

- l. Lighting may be installed to illuminate Permitted Flags if they are going to be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 1. be ground mounted in the vicinity of the flag; and
 2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 3. points towards the flag and faces the main structure on the property or to the center of the property if there is no structure; and
 4. provides illumination not to exceed the equivalent of a 60 watt incandescent bulb.
- m. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.
- n. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
- o. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

19. GUIDELINES FOR SOLAR ENERGY DEVICES

- a. These guidelines apply to solar energy devices ("Devices") as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
- b. Such Devices may be installed with advance approval of the Architectural Control Committee ("ACC") subject to these guidelines.
- c. Any such Device must be installed on land or structures owned by the property owner. No portion of the Device may encroach on adjacent properties or common areas.
- d. Such Devices may only be installed in the following locations:
 1. on the roof of the main residential dwelling; or
 2. on the roof of any other approved structure; or

3. within a fenced yard or patio.
- e. For Devices mounted on a roof, the Device must:
1. have no portion of the Device higher than the roof section to which it is attached; and
 2. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 3. conform to the slope of the roof; and
 4. be aligned so that the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 5. have a frame, brackets, and visible piping or wiring that is a color that matches the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 6. be located in a position on the roof which is least visible from any street or common area which does not reduce estimated annual energy production more than ten percent (10%), as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory (www.nrel.gov) or equivalent entity over alternative roof locations.
- f. For Devices located in a fenced yard or patio, no portion of the Device may extend above the fence. If the fence is not a solid fence which blocks view of the Device, the ACC may require the Device be placed in a location behind a structure or otherwise require visual screening. The ACC may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
- g. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
- h. Installed Devices may not:
1. threaten public health or safety; or
 2. violate any law; or
 3. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner of ordinary sensibilities.
- i. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed if they can be seen from any street or common area.

20. GENERAL PROVISIONS.

- (a) **Enforcement.** The Association, or any Owner, 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 or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

- (b) 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.
- (c) Amendment. The covenants and restrictions of this Revised and Restated Declaration shall run with and bind the land for a term of five (5) years from the date this Declaration is recorded, after which time they shall automatically extend for successive periods of five (5) years. This Declaration may be amended by an instrument signed by the Owners of not less than sixty-seven percent (67%) of the Lots. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned executes this Revised and Restated Declaration of Covenants, Conditions & Restrictions on behalf of the Declarants as their authorized officer and director.

ROYAL RIDGE EXECUTIVE HOMES
ASSOCIATION, INC.

Steve Camp
Steve Camp, Secretary

By: Robert L. (Lee) Mays, Jr.
Robert L. (Lee) Mays, Jr., President

CORPORATE ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared Robert L. Mays, Jr., and Steven Camp, known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary respectively of Royal Ridge Executive Homes Association, Inc., a Texas corporation. Each 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 on this fifteenth day of ~~December~~, 2016.

Brannon Roy Dreibradt
Notary Public
State of Texas
My Commission Expires: 03/19/2018

