

**THE VILLAS AT TIMBERWOOD  
UNITS 47, 48 & 49**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS



KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT, Timberwood Development Company (“Declarant”), being the owner of that certain subdivision known as Timberwood Park, Units 47, 48 and 49 (now known as “The Villas at Timberwood”), hereinafter referred to as the Subdivision, according to the plat of said Subdivision as recorded in Volume 9507, Pages 170-172, Deed and Plat Records of Bexar County, Texas and, as such, desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated within the Subdivision, does hereby adopt and establish the following easements, restrictions, covenants and conditions to run with the land and to apply in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

**I**

**DEFINITIONS**

The following words, when used in this Declaration or any Supplemental Declaration, shall have the following meanings:

1. **“Association”** shall mean and refer to the “THE VILLAS AT TIMBERWOOD” HOMEOWNERS ASSOCIATION, its successors and assigns as provided for herein.

2. **“Properties”** shall mean and refer to that certain real property herein before described as the “Subdivision” and more particularly described as the “Villas at Timberwood Park”, according to the plat of said subdivision as recorded in the Deed and Plat Records of Bexar County, Texas, noted above.

3. **“Common Area”** shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Area may include, but not be limited to or include, the following: private streets, community clubhouse, signs, street medians, entry gates, tennis courts, swimming pool and other recreational facilities, buildings and landscaping, walls, entry monuments, bridges, trails, greenbelts, and other similar or appurtenant improvements.

4. **“Lot”** shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

5. **“Subdivision Plat”** shall mean and refer to the maps or plats of portions of the properties in the Deed and Plat Records of Bexar County, Texas.

6. **“Declarant”** shall refer to Timberwood Development Company, its successors and assigns, if such successors or assigns should acquire all of the undeveloped and unsold Lots or acreage from the Declarant for the purpose of development.

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

8. **“Member”**. Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association, provided, however, that any person or entity holding an interest in any obligation, shall not be a Member. Membership shall be appurtenant to and may not be separated from Ownership of a Lot, which is subject to assessment.

9. **“Architectural Control Committee”** and **“ACC”** shall mean and refer to the committee created hereafter, subject to the provisions of Section II hereof, by the Declarant.

10. **“Board of Directors”** shall mean and refer to the governing body of the Association; the election and procedures of which shall be as set forth in the Articles of Incorporation and Bylaws of the Association.

11. **“Improvement”** or **“Improvements”** shall mean and refer to all structures or other Improvements to any portion of the Property, whether above or below grade, including, but not limited to, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, side grading, and any exterior additions including any changes or alterations thereto.

12. “Zero Lot Line” and “Zero Setback Line” shall mean and refer to the side lot line on which a garden home is required to abut as designated by the Architectural Control Committee.

## II

### ARCHITECTURAL CONTROL

**Section 1. Purpose.** The Villas at Timberwood Park is designed as a single family residential community; therefore the Declarant has established an Architectural Control Committee for the purposes of (1) preventing unusual, radical, uncommon, bizarre, or incompatible home designs, (2) maintaining a harmony of external design, and (3) to establish standards of home construction, location, and compatibility. No business may be operated out of a residence, whether profit or non-profit.

**Section 2. Architectural Control Committee.** In order to protect the overall integrity of the development, as well as the value of improvements of all property owners within the Subdivision, a committee of representatives designated as the Architectural Control Committee (hereinafter referred to as the “Committee”), is hereby established to carry out all duties as noted herein with full authority to approve/disapprove and control all construction, development and improvement activities of any kind (including, without limitation, structures, hardscape and landscape) within the Subdivision and to insure that all such activities are properly constructed in accordance with good workmanship-like manners and standard industry trade practices and to insure that all improvements are architecturally, aesthetically and ecologically designed to be compatible with Declarant’s conceptual plan for the overall Subdivision as noted herein and/or as decided by the Committee. In this regard, no building, fence, house, garage, outbuildings, construction or other structure of any kind shall be erected, placed, constructed or altered and no landscaping or hardscape shall be installed on any lot in the Subdivision, nor shall any clearing or sitework (including specifically the removal of trees or any other vegetation) be commenced, until a complete set of plans and specifications shall have been formally submitted to the Committee with a written request for their approval and the Committee’s written approval thereof received. Plans and specifications which are submitted shall contain and include, but not necessarily be limited to the following information:

Floor plans including finished floor and ground elevations; exterior elevations for any building, fence or other structure; a plat or site plan showing easements and the location of any building, fence or other structure (including location of light poles, if applicable), landscaping and irrigation plans; any other plans, specifications or information deemed pertinent by the Architectural Control Committee appointed by Declarant, its successors or assigns. The Committee shall review all plans, specifications and other information which is submitted for their compliance with all of the requirements of this covenant and for the compatibility of any improvements (including landscaping) therein with the architectural, aesthetic and ecological goals of the overall Subdivision, it being understood that such goals require that all improvements be compatible with other improvements within the Subdivision and that they be in harmony with their natural surroundings and that the Committee shall have full right and authority to utilize its sole discretion in approving or disapproving any plans and specifications which are submitted. Additionally, notwithstanding any other obligation and/or requirement herein, the Committee shall have full right and authority to waive any restriction noted within this document and to approve any variances requested if, at the committee’s sole discretion, it is deemed to be in the best interest of the overall Subdivision.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence construction of improvements, and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

The Committee may disapprove the construction or design of any improvement, including the removal of any trees or other natural vegetation, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Property or to preserve the serenity and natural beauty of any surroundings. Prior approvals and/or disapprovals of the Committee pertaining to any improvement activities or regarding matters of design or aesthetics shall not be deemed binding upon the Committee for later and/or future requests or approval if the Committee feels that the repetition of such matters will have an adverse effect on the Property. The Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction.

The Committee shall have the power to employ professional consultants at the expense of the Association to assist it in discharging its duties. The decision of the Committee shall be final, conclusive and binding upon the applicant. The Committee shall not be entitled to any compensation for services rendered pursuant to this covenant.

Members of the Committee and their representatives shall not be liable to any person (including members, property owners, builders and/or homeowners) subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. Further, all members, property owners, builders and homeowners shall indemnify and hold the committee members harmless from any expenses and/or damages associated with actions of any kind which may be brought against said Committee members as a result of the carrying out of their duties as noted herein. Said indemnification shall include paying for legal counsel and any and all other expenses and/or damages associated therewith.

The number of Committee members shall be decided by Declarant. The initial members of the Committee shall be composed of Jason Gale and Jesse Pigott. In the event of the death or resignation of any member of said Committee, the Declarant shall have full power and authority to appoint a successor committee member or members, chosen at its sole discretion, with like authority. Only two (2) Committee members are required to make determinative approvals or disapprovals as required herein.

**Section 3. Transfer of Authority to the Villas at Timberwood Park Association.** The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the Committee, to the Villas at Timberwood Park Owners Association Architectural Control Committee (the "Villas Committee"); and, from and after the date of such assignment and the acceptance thereof by the Villas Committee, said committee shall have full right, authority and power, and shall be obligated to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it. If not sooner transferred, this transfer of authority to the Villas Committee shall be made upon completion of construction of the final residence to be built in the Subdivision.

### III

#### SIZE OF DWELLING

The minimum total floor area of Dwellings, exclusive of open porches, breezeways, carports, garages and other outbuildings shall be 1600 square feet for one story and 1800 square feet for two story structures.

No dwelling shall exceed two (2) stories or a maximum of thirty-five (35) feet in height as measured from the finished floor level of the ground floor to the ridge of the roof above said floor.

### IV

#### OUTBUILDING/STRUCTURE REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, greenhouse or children's play structure, shall be compatible with the dwelling to which it is appurtenant in terms of its design, color and material composition. All such buildings/structures shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling unless the outbuilding is a garage, in which event, the garage shall not exceed nine hundred (900) square feet unless approved by the Architectural Control Committee.

### V

#### MASONRY REQUIREMENTS

The exterior walls of all residential buildings shall be composed of seventy five percent (75%) masonry or masonry veneer with non-masonry construction only on the rear of the building. Corner lot residential buildings shall be one hundred percent (100%) masonry or masonry veneer. The minimum masonry percentage shall apply to the aggregate area of all exterior walls including chimneys but exclusive of door, window and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, and all other materials commonly referred to in the San Antonio, Bexar County, Texas, building industry as masonry. The sidewall of each home on a corner lot that faces a side street will be designed to create an attractive appearance that is comparable to its front elevation in terms of use of architectural trim and décor, windows, doors and other relief areas. In no instance shall more than thirty six (36) inches of slab be exposed above finished grade as viewed from any street right-of-way or other common area. Planter boxes are encouraged as an integral part of a landscape plan as a means of covering exposed slab areas as would otherwise be viewed from the street right-of-way.

### VI

#### FENCES/WALLS

**Section 1. Fences/Walls.** All fences/walls within the Subdivision shall be of the following composition:

- 1) all masonry; or
- 2) a combination of wrought iron and masonry; or
- 3) a combination of masonry and cedar; or
- 4) a combination of wrought iron and cedar; or
- 5) all cedar.

Front walls/fences are required between a building and any Zero Lot Line.

No such wall shall be built forward of the front building set back line. An exception shall be made in the case of retaining walls not to exceed twenty-four (24) inches above the ground. No fence, wall or hedge shall exceed six (6) feet in height. Chain link fences are prohibited.

**VII**

**SIGHT DISTANCE**

No fence, wall or hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**VIII**

**DRIVEWAYS AND SIDEWALKS**

All sidewalks and driveways shall be surfaced with broom finished concrete that has been approved by the Architectural Control Committee. The decision of the Architectural Control Committee to allow a variance in driveway location is final. Asphalt driveways are prohibited.

**IX**

**TEMPORARY STRUCTURES**

No structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicle, or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the Subdivision controlled by these covenants. This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is hereby specifically prohibited as a residence, either temporarily or permanently. A portable building may be permitted for use as a builder's Sales Office (subject to approval of the Architectural Control Committee), however, any such building or structure must be removed within 6 (six) months of start of construction of any building or structure on any adjacent lot.

**X**

**SIGNS**

No advertising or "For Sale" signs may be displayed without written approval of Declarant.

**XI**

**MAINTENANCE**

Grass, weeds, and vegetation on each lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants that die shall be promptly removed from the property. Lawns must be properly maintained, fences must be repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction upon such lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such lot.

Until a home or residence is built on a lot, Declarant may, at its sole discretion, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, as well as have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a lot in violation of this covenant or mow the front yard grass if left unattended. If owner is notified of a violation, and fails to correct said violation within (ten) 10 days, Declarant has the right to enter and correct said violation. The owner of any lot shall be obligated to reimburse the Declarant for the cost of any such maintenance or removal upon demand.

Commensurate with the occupancy of a residence upon completion of construction, front and street side yards shall be fully sodded. All landscape improvements shall be installed and completed within thirty (30) days of occupancy of any residence.

**XII**

**MAINTENANCE AND ACCESS EASEMENTS**

There is hereby created in favor of all easement Owners, Declarant, the Association, and their assigns, a right of ingress or egress across, over and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof. Neither the Declarant, the Association nor any member of the Architectural Control Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement Owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

### **XIII**

#### **WALL AND LANDSCAPING EASEMENT**

Any fence constructed by Declarant pursuant to the rights herein retained shall be transferred and conveyed to the Association following completion of the fence construction which shall maintain and fence at all times in its original condition, with materials matching its original construction, and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, mars, and markings thereon. In the event the Association shall ever fail to promptly make any needed repair, maintenance or cleaning to the fence, or shall fail to properly and neatly maintain the vegetation and landscaping between the fence and right of way, Declarant, its successors and assigns, shall have the right of entry onto said Lots and right to perform such functions at the expense of the Association.

### **XIV**

#### **ZERO LOT LINE EASEMENTS**

An eight (8) inch wide Masonry Wall and Lug Easement is hereby reserved on each side of each Zero Lot Line. There is also hereby reserved and established a five (5) foot Ingress-Egress and Maintenance Easement on all Lots having a common boundary with the Zero Lot Line of an adjacent Lot. This easement shall be contiguous with and parallel to the Zero Lot Line and be for the purpose of maintenance and/or repair of residences along such Zero Lot Line.

All Lots adjacent to Lots with improvements (including the garage) situated on or within one foot (1') of the zero setback line (which is herein provided to allow for errors in the actual placement of dwellings on the Lots), as permitted by the Restrictions, Board, or Architectural Control Committee, as applicable, shall be subject to a five foot (5') access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where said improvements are located on the zero setback line or such adjacent Lot. The zero setback line Owner must replace fencing, landscaping or other items on the adjoining Lot that he may disturb as a result of such construction, repair or maintenance. Additionally, this easement when used, must be left clean and unobstructed unless the easement is actively being utilized and any items removed must be replaced. The zero setback line Owner must notify the Owner of the adjacent lot of his intent to do any construction or maintenance upon the zero setback line wall at least twenty-four (24) hours before any work is started, within the hours that such access easement may be utilized being restricted to between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, and 9:00 a.m. to 6:00 p.m. on Saturdays (except in the case of an emergency, in which no notice need be given and maintenance can be performed at any necessary time).

### **XV**

#### **LIMITATIONS ON USE OF COMMON FACILITIES**

No permanent or temporary structure may be erected, placed and maintained in the Common Area except those facilities approved by Declarant, in its sole discretion, or by the Villas at Timberwood Park Homeowners Association. Except as herein provided, no motorized vehicles of any nature whatsoever to include, but not limited to, trucks, automobiles, motorized bikes and motorized hobby or vehicle equipment, will be permitted on the Common Facilities or land owned by Declarant except in those areas that the Declarant or the Association has designated to accommodate this activity (if any). The foregoing prohibition is subject, however, to the rights of Declarant, the Association, and utility providers to ingress and egress access over, and under, the properties for the purpose of installing, replacing, repairing and maintaining all Common Facilities and utilities as provided in Section XII.

### **XVI**

#### **DRAINAGE EASEMENTS AND GRADING**

Easements for drainage throughout the Subdivision are reserved as shown on the aforementioned recorded plats, such easements being depicted thereon as "drainage easements". No owner of any lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would

divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically, and without limitation, no owner may:

- 1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- 2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee and the Bexar County Drainage Engineer;
- 3) construct, erect or install a fence or other structure of any type or nature within or upon drainage easements. However, upon approval by the Architectural Control Committee, fencing shall be allowed across drainage easements only such that the bottom of the fence shall be a minimum of the flow depth plus free board above the design flowline of any channel or drain, it being understood that in no case shall the flow of drainage be hampered. Also, certain public drainage easements may require access for city maintenance purposes through an approved type of gate system;
- 4) permit storage, either temporary or permanent, of any type upon or within such drainage easement; or
- 5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

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

## XVII

### GENERAL APPEARANCE

Each tract shall be maintained in a neat manner. No residence shall be permitted to become an eyesore by looking run-down in appearance (i.e. faded paint, torn screens, etc.). Grantee hereby agrees to keep his residence in a good state of repair and further agrees that in the event his residence becomes unsightly, he will remedy the situation within fifteen (15) days of notification by Declarant, its successors or assigns or designees.

## XVIII

### VEHICLES

No trailer, tent, boat, or recreational vehicle shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or street. No stripped down, wrecked, junked or inoperable trailers, boats, recreational vehicles or motor vehicles shall be kept, parked, stored or maintained on any lot. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No vehicles of any description may be parked overnight on any street within the properties. Any vehicle parked longer than 48 hours is considered stored.

## XIX

### GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers. No trash, ashes or other refuse may be thrown or dumped on any vacant lot, park or drainage area in said Subdivision. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All sanitary containers must be screened from the view of adjacent lots and streets.

## XX

### NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This includes builders and construction workers working after daylight hours. Violations of such restrictions after one written notice has been sent by the Declarant to the lot owner/builder are subject to a fine of no less than \$100.

No owner shall do any act or any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, or do any act or allow any condition to exist which will adversely affect the other residences or their owners.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

No exterior speakers, horns, whistles, bells or other sound devices (except security services such as entry door and patio intercoms and alarm systems used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot.

## **XXI**

### **HUNTING**

No hunting shall be permitted in this Subdivision and the discharging of firearms or target practice of any kind thereon shall be prohibited.

## **XXII**

### **PETS**

No wild animals, livestock or poultry, swine, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community shall be raised, bred or kept on any lot. Cats, dogs, or other generally recognized household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes; and provided further, that no more than two (2) dogs and two (2) cats may be kept on a single lot. No kennels may be kept or maintained on any tract.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Declarant or the Association. No domestic pets will be allowed on any portion of the property other than on the Lot of its Owner unless confined to a leash. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose, creating noise or becoming a nuisance to the other residents.

## **XXIII**

### **OIL AND MINING OPERATIONS**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

## **XIV**

### **WATER AND SEWAGE SYSTEMS**

No individual water supply system or sewage disposal system shall be permitted on any lot, including, but not limited to, water wells, cesspools or septic tanks.

## **XXV**

### **RADIO OR TELEVISION ANTENNA**

No radio or television aerial wires, antennae or other special television apparatus or equipment shall be maintained on any portion of any lot forward of the front building line of said lot. Furthermore, no radio or television aerial wires or antennae shall be placed or maintained on any lot which extends above the highest part of the roof of the main residence on said lot; and no discs, dishes, or other cable related apparatus or equipment may be situated on any lot without the prior written approval of the Architectural Control Committee. All satellite dishes must be screened from the view of adjacent lots or streets.

## **XXVI**

### **MAILBOXES**

All mailboxes on the property shall conform to the requirements of and be located as directed by the U.S. Postal Service. The Architectural Control Committee may, subject to the requirements of the U.S. Postal Service, further specify the location, design and appearance of the mailboxes. If individual mailboxes are allowed for each lot, they shall be constructed of the same masonry material as the main residence on such lot.

## XXVII

### ATHLETIC FACILITIES

No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed within the front building setback line of any lot.

## XXVIII

### GARAGES

A garage to accommodate at least two (2) automobiles shall be constructed and maintained for each residence. Garages will be allowed as builder's sales offices prior to permanent occupancy of the main structure, subject to all of the provisions within this document, but shall cease to be used for offices within thirty (30) days from the date of Notice by Declarant or the Association.

## XXIX

### ROOFS

The surface of all roofs of principal and secondary structures shall be of materials with a manufacturer's lifetime warranty of at least thirty (30) years, and must be a dimensional composition shingle roof as approved by the Architectural Control Committee. All roofs shall be no less than 6 on 12 pitch.

## XXX

### SETBACK LINES

All buildings, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, if any. Unless otherwise provided for by the Restrictions, the minimum setbacks are as hereinafter set forth.

**Section 1. Front Setbacks.** The minimum front setbacks for lots shall be twenty (20) feet.

**Section 2. Side Setbacks.** The side setback shall be zero (0) feet on one side, as indicated on the restrictions, and five (5) feet on the remaining side. Roof overhangs, gutters and other appurtenances may encroach upon the adjacent lot not to exceed eighteen (18) inches, with approval of the Architectural Committee.

An access easement of five (5) feet in width (for purposes of exterior maintenance) is hereby reserved along the side lot line of all lots adjacent to the zero setback wall of the neighboring residence. Use of such easement shall not be unreasonably restricted but it may be fenced if a gate is provided. Homes must be architecturally designed and constructed so there are no openings in any wall facing the zero lot line, unless the view into the adjacent home and yard is permanently blocked or screened. The owner facing the wall has no rights to change the appearance of the wall in any manner, specifically no painting or hanging of any materials. Gutters and downspouts must be provided on roofs so that drainage of water onto the yard of an adjacent lot or onto an adjacent dwelling unit is avoided.

**Section 3. Rear Setbacks.** The minimum rear setbacks for lots shall be six (6) feet. Notwithstanding the provisions set forth in the preceding paragraphs, all setback line requirements herein specified or set forth on recorded plats may be waived by the Architectural Control Committee in the event the variance requested by the owner of a lot will not, in the opinion and at the sole discretion of said Committee, detract from the general appearance and/or character of the neighborhood or in any way be injurious or harmful with respect to contiguous development, and which may be required to allow for the development in deference to the size and/or shape of a lot, its topography and/or the saving of significant trees.

## XXXI

### ASSESSMENTS



A. A mandatory assessment of \$ 217.00 annually per lot owner, to be paid semi-annually, shall run against each lot in said subdivision for the use and maintenance of the parks, recreational facilities, and common areas of Timberwood Park. Decision of the Declarant, its nominees or assigns, with respect to the use and expenditures of such funds, shall be conclusive and the lot owner shall have no right to dictate how such funds shall be used. Such assessment shall be and is hereby secured by a lien on each lot, respectively, and shall be payable to Declarant in San Antonio, Texas or to such other person or entity as Declarant may designate by instrument filed of record in the office of the County Clerk, Bexar County, Texas, payable semi- annually, on the first day of January and June of each year in which the assessment is due. Once accepted by an owner of a Lot, the lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage and the sale or transfer of any such lot shall not affect the assessment lien and no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; however, the sale or transfer of any such Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Declarant or assigns shall have the right to increase said assessment on an annual basis but in no case may the assessment increase more than ten percent (10%) in one year. Use of the parks and recreational facilities shall be at users' own risk.

B. An additional assessment of \$ 800.00 annually to be paid to Declarant, either monthly or semi annually, shall run against each lot in the Villas of Timberwood Park for the use and maintenance of the common sewage facilities, green belt, private roads and entrance way of the Villas. Use and expenditures of said assessments will remain under the sole discretion of the Declarant until the right to collect and disburse said assessment is assigned to a duly authorized Villas at Timberwood Park Homeowners Association. A Villas Homeowners Association will be formed no later than when fifty percent (50%) of the lots/homes are sold. Membership in the VHOA is mandatory. No later than thirty (30) days after the last lot is sold, the VHOA will assume responsibilities for the common sewage facilities, green belts, drains, and entranceway and will assume the right and responsibilities for collection of said assessment. Such assessment shall be and is hereby secured by a lien on each lot, respectively, and shall be payable to Declarant in San Antonio, Texas or VHOA when assigned, payable monthly or semi-annually due the first day of January and June of each year in which the assessment is due. Once accepted by an owner of a Lot, the lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage and the sale or transfer of any such lot shall not affect the assessment lien and no sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof; however, the sale or transfer of any such Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. Declarant shall have the right to increase said assessment on an annual basis but in no case may the assessment increase more than ten Percent (10%) in one year. Declarant shall be responsible for said maintenance until assigned to VHOA, at which time Declarant shall have no other right or responsibility for maintenance except to collect accrued and unpaid assessments. Upon VHOA taking responsibility, said annual or monthly assessment shall be determined by dividing the budgeted amount for the expenditure for the year by the number of lot owners. Use of the common grounds and the green belt shall be at users' own risk.

### **XXXII**

#### **TERM**

The foregoing covenants are made and adopted to run with the land and shall be binding upon all persons under them for a period of twenty-five (25) years from date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument executed by a majority of the then owners of the lots in the Subdivision controlled by these covenants has been recorded agreeing to change and/or terminate said covenants in whole or in part.

### **XXXIII**

#### **ENFORCEMENT**

Declarant, its successors or assigns, the Architectural Control Committee or any Owner of any lot in the Subdivision, at its own expense, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. Failure of Declarant, the Architectural Control Committee or any lot owner to take any action upon any breach or default shall not be deemed a waiver of their right to take action upon any subsequent breach or default. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the Subdivision controlled by these covenants. The reservation by Declarant of this right of enforcement shall not create a duty or obligation of any kind to enforce same, and Declarant shall not be subjected to any claim, demand, or cause of action from any lot owner by virtue of not enforcing any restriction herein contained.

### **XXXIV**

#### **PARTIAL INVALIDITY**

The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

XXXV

AMENDMENT

When all lots in the subdivision are sold and the Villas of Timberwood Park Homeowners Association have been assigned the rights and responsibilities to manage the subdivision by the Declarant, as to any provision herein related only to the subdivision's lot owners, the owners may amend the said provisions as follows:

The owners (but expressly excluding their respective mortgagee's, if any) of the legal title to seventy percent (70%) of the lots within the Subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment, along with proof of the 70% consent, in the office of the County Clerk of Bexar County, Texas.

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

Said covenants and restrictions are for the benefit of the Subdivision.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at San Antonio, Bexar County, Texas.

TIMBERWOOD DEVELOPMENT COMPANY  
a Texas Limited Partnership  
By: Countryview Developers, Inc.,  
its general partner

\_\_\_\_\_  
G.G. Gale, Jr., Vice President

THE STATE OF TEXAS §

THE COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared G.G. Gale, Jr., Vice President of Countryview Developers, Inc., General Partner of TIMBERWOOD DEVELOPMENT COMPANY, a Texas Limited Partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated and as the act and deed of said Partnership.

GIVEN UNDER my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

After Recording Return to:  
TIMBERWOOD DEVELOPMENT COMPANY  
15315 San Pedro  
San Antonio TX 78232