

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
COUNTRY BEND UNIT 4C**

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

THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR COUNTRY BEND UNIT 4C is made on the date hereinafter set forth by COUNTRY BEND PROPERTIES, a Texas partnership ("Declarant"), for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, Declarant is the owner of that certain real property ("the Properties") known as COUNTRY BEND UNIT 4C, San Antonio, Bexar County, Texas ("the Subdivision"), and more fully described as follows:

Lots 14- 17, inclusive, Block 9. COUNTRY BEND UNIT 4C, Bexar County, Texas, according to plat thereof recorded in Volume 9536, Page 10, Deed and Plat Records of Bexar County, Texas;

WHEREAS, Declarant has created a residential community within the Properties with designated single-family residential lots "Lots" for the benefit of the present and future owners thereof;

WHEREAS, Declarant desires to ensure the preservation of the values within the Properties and within the present and future unites of the community known as COUNTRY BEND, and has therefor determined to subject the Properties to a scheme of covenants, restrictions, and conditions on use consistent with those for the existing units of COUNTRY BEND, each and all of which are for the benefit of the Properties and each of the owners thereof; and

NOW, THEREFORE, Declarant declares that the above-described property constituting COUNTRY BEND UNIT 4C is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, and conditions hereinafter set forth, all of which shall be deemed as running with the land, on the following terms, to wit:

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ARTICLE I

PURPOSE

The Subdivision is encumbered by these Restrictive Covenants for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; and to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space.

ARTICLE II

DEFINITIONS

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

(a) "Association" shall mean and refer to COUNTRY BEND HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, its successors and assigns, organized as a voluntary membership association for those owners of lots within the various subdivision units of COUNTRY BEND who choose to join;

(b) "Properties" shall mean and refer to the above described properties known as COUNTRY BEND UNIT 4C, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(c) "Lot" shall mean and refer to any of the plots of land numbered Lots 14-17, inclusive, Block 9, COUNTRY BEND UNIT 4C, Bexar County, Texas, as shown on the Subdivision Plat.

(d) "Subdivision Plat" shall mean and refer to the map or plat of COUNTRY BEND UNIT 4C, filed for record in Volume 9536, Page 10, Deed and Plat Records of Bexar County, Texas and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

(e) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated on a lot.

(f) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a living unit.

(g) "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.

(h) "Declarant" shall mean and refer to COUNTRY BEND PROPERTIES, its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign. "Declarant" shall also mean and include the Association to the extent Country Bend Properties shall make an assignment or partial assignment to the Association of any of its rights, powers, or privileges herein created or retained.

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

(j) "Builder" shall mean each person or entity contractor which contracts or undertakes to construct a evidence or other improvements on a Lot or to make renovations to improvements on a Lot, whether or not such persons are Owners;

(k) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for COUNTRY BEND UNIT 4C, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

ARTICLE III

USE

All Lots in the Subdivision shall be used for single family residential purposes only.

No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the initial Living Units, the builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, a business office, storage areas, sign, model units, sales office, and construction trailer, but the size, location, and design of any storage sheds, signs, sales office and construction trailer shall be subject to ACC approval.

No building material of any kind 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 erected and shall not be placed on the street or between the curb and property line.

All temporary construction and sales structures shall be aesthetically compatible with the Subdivision development, as solely determined by the Committee.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, initially composed of Lloyd A. Denton, Jr., Daniel D. Kossl, and Todd P. Helmer, to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to remove or add members to the Committee and fill vacancies in the committee membership and Declarant may assign such rights to the Association. The sale of the last Lot owned by Declarant within the Properties shall be deemed to be an assignment to the Association of Declarant's powers with respect to ACC membership. Committee members shall not be entitled to compensation for their services rendered in such capacity.

No building, fence, wall, outbuilding or other structure or improvement shall be erected, altered, added onto, placed or repaired on any lot in the subdivision until the complete plans including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ACC for the performance of its function ("Required Plans"), are submitted and approved in writing by the Architectural Control Committee as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography,

existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications.

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

The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgement of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgement, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder. The Committee's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the aesthetics or the proposed improvements and the Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.

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

one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Control Committee with respect to variances shall be final and binding upon the applicant.

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

The Architectural Control Committee shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof. At such time as Declarant no longer owns any Lots within the Subdivision, the Board of Directors shall have the right and obligation to appoint the members of the Committee.

ARTICLE V

RESTRICTIONS ON LOTS

All Lots in the subdivision shall be used for residential purposes. No residential building shall remain incomplete for more than six (6) months after construction has commenced. Temporary use may be made of a house for a builder's sales office, which shall be permitted until such house is occupied as a residence, provided such use is approved in writing by Declarant.

Every unit shall have and maintain a garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ACC.

The term "residential purposes" as used herein shall be held and construed to exclude any commercial use, industrial use, apartment house, hospital, clinic and/or professional use, and such excluded uses are hereby expressly prohibited. Business use of a portion of a residence will be permitted providing that the use conforms to zoning regulations, is not detectable by sight, sound or smell, and does not increase or obstruct vehicular or pedestrian traffic. Permanent living quarters for domestic servants and allowing domestic servants to be domiciled with an Owner or resident shall be permitted.

ARTICLE VI

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or childrens' playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area

of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

ARTICLE VII

BUILDING MATERIALS

The exterior walls of all residential buildings shall be constructed with masonry, rock, stucco, brick or masonry veneer for at least 60% of the total exterior wall area. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the ACC is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors approved by the ACC. All chimneys shall be 100% masonry. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other material commonly referred to Bexar County, Texas as masonry but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed.

The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be of Architectural dimensional shingles of a color and type approved by the ACC, slate, stone, concrete tile, clay tile, or other tile of a ceramic nature; or they may be metal, left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams; or they may be of wood shingle or wood shake if they meet minimum fire retardant criteria and are permitted by governmental authorities. The Architectural Control Committee shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. No flat roofs are permitted.

The Architectural Control Committee shall establish roofing criteria which are directed to (a) generally improving the quality of materials used; (b) encouraging the use of colors which are in harmony with other structures in the subdivision; and (c) establishing minimum pitch requirements.

ARTICLE VIII

FENCES

No chain-link fences may be built or maintained on any Lot, except in connection with tennis courts, provided such fence is vinyl clad, is properly landscaped, and is reasonably screened from public view, or a rear yard dog run so located or screened as to not be visible from any street. All fences must be approved in writing by the Architectural Control Committee.

No fence, wall, or hedge shall be built or maintained forward of the front fence setback line, except for decorative walls or fences which are part of the architectural design of the main structure, and retaining walls, provided the Committee approves of same in writing. No fence shall extend closer than twenty-five feet (25') to the front property line.

New perimeter fencing along Lot lines and fencing along the front setback lines, if constructed, shall consist only of the following kinds of ranch fencing:

- (a) **Posts.** Cedar posts shall be placed 10'-12' on center (min. 3"-4" diameter for in-line posts and 6"-7" diameter for corners and H-braces) with cedar stakes or metal tee stakes (color to be approved by the Architectural Control

Committee) between each post. Cedar posts may be stripped of bark. Painted iron pipe may be used in lieu of wood posts. In-line pipe shall be a minimum of 2 3/8", and corners and H-braces shall be a minimum diameter of 2 7/8". Wolmanized pine or other wood posts are permissible.

Iron pipe shall be placed at a maximum of 200' (100' is recommended) provided there are no corners, or any changes in direction, and must have metal tee stakes or cedar posts placed 10'-12' on center. In general, H-braces should be placed at all changes in direction and at all ends.

- (b) **Wire.** Wire shall be standard 47" Sheep and Goat galvanized wire fencing (12.5 ga. or better). The overall height of the fence shall not exceed 56". The wire fencing shall be tied at a height of 48", and may be topped with one strand (2" to 6" above fencing, for a total fencing height not exceeding 56") of smooth wire. Non-climb wire (12.5 ga. wire or better) 48" in height, 2X4 12.5 ga. welded wire 48" in height, or 48" 8 ga. welded wire panels, may be used in lieu of the Sheep and Goat wire fencing.

Also, five strands of smooth wire may take the place of the fencing. This kind of fencing will also allow for the easier passage of fawns and other small wildlife within the Subdivision.

No "deer proof" perimeter fencing or any fencing above the height of 56" shall be permitted which would restrict the movement and habitat of wildlife presently existing within the Subdivision.

Free standing site walls, bollards, planters or gate posts may be allowed at the driveway entrance, as long as the improvements are a minimum of twenty-five (25') feet from the roadway right-of-way. No driveway entrance shall be designed as a "drive under" using beams or arches spanning the driveway, and no driveway entrance feature shall exceed eight (8') feet in height and fifty (50') feet in width along the street [twenty-five (25') from either side of the centerline of the driveway].

All fences or walls located on Lots are to be maintained at the expense the Owner of the Lot.

Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension street right of way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street right of way lines, or in the case of a rounded property corner, from the intersection of three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Each Owner shall maintain all fencing placed on his Lot in a neat appearing and usable condition including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position.

ARTICLE IX

DRIVEWAYS

All driveways in the subdivision shall be surfaced with concrete or asphalt for the first fifty feet (50') feet of driveway extending from the main road running in front of the Lot. Location, design and any decorative surface must be approved by the ACC. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways must be shown on the site plan submitted for approval by the ACC.

It is the responsibility of each Lot Owner to take into consideration the sizing of drain pipes in all bar ditches adjacent to the street to facilitate drainage after the transversion of the ditches with a driveway. It is recommended that a civil engineer be consulted when sizing the drainage pipes in bar ditches. Inappropriately sized drainage pipes can cause damage to both the Lot and surrounding properties and it will be the responsibility of the Owner of the driveway to repair or replace all damage.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view of any other lot or dwelling unit or connected to utilities situated within a Lot. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot unless such structure is approved by the Architectural Control Committee to be used for the purposes stipulated by the owner in writing. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the Architectural Control Committee.

ARTICLE XI

SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale. Signs used by the Developer or original home builder to advertise the property during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. For rent, for lease, distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. The ACC shall have control over all verbiage on all signs. Except for signs advertising a Lot for sale and adhering to the standards of this Article, all signs within the Properties shall be subject to the prior written approval of the ACC.

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ARTICLE XII

MAINTENANCE

All yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed six inches [6"] in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from each Lot.

New residential lawns shall be seeded, sodded, sprigged, or otherwise treated within thirty (30) days after occupancy. Lot owners or occupants shall also be required to provide and allow safe and adequate drainage within their lot. This includes the building or construction of any fence, walk, landscaping material, or other construction which may divert, impede, or cause to back up run-off water coming not only from their respective lot but from other lots.

Until a home or residence is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, and 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. The Owner of any Lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand.

All Owners are advised to secure from the Texas Forest Service, local county agent, Texas Extension Forester at Texas A&M University, or elsewhere, information on oak wilt and other diseases which may affect their trees and may spread to trees on other Lots. Each Owner is responsible for taking such action as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always will spread from a diseased tree to its neighboring oaks, at a minimum, each Owner should:

- A. Destroy all infected oaks.
- B. Avoid unneeded pruning of trees, especially during the period February 1 - June 1, and immediately apply dressing to all wounds on oaks.
- C. Where oak wilt is detected, trench three feet deep in advance of infection front (100 feet is recommended) to stop the spread through connecting roots.
- D. Avoid infected oak firewood. As a precaution, do not keep any oak firewood for more than one heating season and cut firewood only in the summer.
- E. Use fungicide propiconazole to treat uninfected oaks when you become aware of oak wilt nearby.

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

ARTICLE XIII

LANDSCAPING

For landscaping purposes, each Lot shall be regarded as consisting of three designated areas as described in this Article.

The **Conservation Area** is designed to provide a natural zone of undisturbed landscape to provide privacy and a noise buffer between residences. This Area typically consists of a 25-foot strip along the side and rear lot lines. Only the trimming and removal of dead or damaged vegetation material are allowed in order to promote healthy growth of existing native vegetation in this area. Any other vegetation removed or damaged during construction, or by deliberate action of the Lot Owner, shall be replaced at the Owner's expense. Wounds on any hardwood trees as a result of pruning must be painted immediately to prevent infection.

The **Native Area** consists of half or 50% of the overall lot; including the Conservation Area. Within the Native Area, Lot owners are encouraged to trim and remove underbrush. Only plants indigenous to the Texas Hill County shall be planted in the Native Area. The sowing of a mix of native grasses to discourage erosion and wildflowers to provide spring color is encouraged within the Native Area.

The **Developable Area** consists of the remaining half or 50% of the overall lot area and includes the Building Envelope. The Building Envelope is defined as the area required to complete the construction of the planned improvements. The Developable Area shall be subject to the approval of the ACC to insure the protection of any significant topographical features, drainage areas or archeological features. Natural terrain features such as slopes, ridges, knolls and rock formations should be carefully considered and integrated into the development of the Lot.

All areas disturbed by construction activities shall be cleaned and vegetated with native materials at a minimum. Decorative ground cover rock in the front and side yards may not exceed twenty (20%) percent of the total area of the front and side yards. Cuts into natural grade visible from the street are to be faced with masonry, sodding or landscaping. Allowances may be made for areas left in a natural state depending upon their appearance.

All air conditioning units or other outdoor equipment shall be located where not in view of any street or fully screened by landscaping or fencing so as not to be in view of any street.

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

The Committee has found the plant lists developed by the national Wildflower Research Center "Recommended Species for Central Texas" and "Recommended Species for South Texas" to be inherently compatible with the Subdivision landscape ethic and approves the use of these plants within the Subdivision as provided within these guidelines. Any species of trees or shrubs not listed which have been found to be indigenous to the Subdivision may also be acceptable, but upon specific review and approval of the Committee.

In order to help Owners and their landscape designers, the additional National Wildflower Research Center publications "Native Plant Bibliography for Texas", "Texas Sources for Native Plants and Seeds", "Gardening and Landscaping with Native Plants", and "Wildflower Meadow Gardening " are maintained by the Committee for inspection and reference. In addition, the National Wildflower Research Center has consultants available at a nominal fee to help Owners either by prepaid telephone conversations or personal appointments. A list of native plants and publications are available, on request, from the Declarant.

The Committee encourages the use of landscaping that requires minimal water use.

ARTICLE XIV

VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up, or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a screened area which prevents the view thereof from any Lots or dwelling and streets. Intermittent overnight parking of trailer, motor home, tent, boat, recreational vehicle or travel trailer for a period of time not to exceed twenty- four (24) consecutive hours will be permitted. No dismantling or assembling of an auto, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ACC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement.

All matters set forth in this Article requiring approval shall require the express, advance, written approval of the ACC.

ARTICLE XV

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the approval of the ACC.)

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

All matters set forth in this Article requiring approval shall be deemed to be the express approval, in advance, of the ACC.

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

ARTICLE XVI

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, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, Right of Way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. No open fires shall be permitted on any Lot except those within a safe, well-designed interior fireplace or those within a contained barbecue unit which is attended while in use for cooking purposes only.

ARTICLE XVII

PETS

No animals, livestock, swine, poultry, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number provided that they are not kept, or maintained for any commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot, and further except that one horse may be kept on a Lot if it is 1.24 acres or more in size.

Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year or older.

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 Country Bend Homeowners Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

ARTICLE XVIII

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 Lots above the surface of the ground.

ARTICLE XIX

UTILITIES

A. Water. A private water system has been created to serve the areas known as COUNTRY BEND and/or BOERNE SPRINGS to assure a common system for fire protection, intended as a protection to the property owners as to available quantity as well as quality.

There is no other common public water system available to serve this area and this system is accordingly provided. The fees and rates for water service, minimum fee, and water meter and tap fees, are available. The water company reserves the right to charge a minimum stand-by fee of the minimum monthly bill to all lots to which water service is available. The water system has been approved by the Texas Department of Health and is maintained and operated in accordance with their guidelines and regulations.

B. Electricity. Electric service is provided by the City Public Service system of San Antonio and is therefore provided pursuant to the policies and requirements of such system, which are a matter of public record.

C. Gas. This utility is provided by Gray Forest system pursuant to its policies and provisions, which are also a matter of public record.

D. Telephone. You are advised that the jurisdiction of telephone service for this area is between Southwestern Bell and Guadalupe Valley.

E. Sewage Disposal Systems. Installation of all septic tanks and systems and other sewage disposal systems on the Lots shall be in accordance with the requirements of Bexar County and its "Regulations For On-Site Sewage Facilities" and pursuant to all required inspections. The Architectural Control Committee is authorized to make set back waivers and adjustments it deems necessary in connection with the authorized location of any sewage disposal system or equipment.

ARTICLE XX

MICROWAVE, RADIO, TV ANTENNA, AND SOLAR COLLECTORS

No radio or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed or retractable within the structure of the Living Unit and those attached to a residence shall not extend more than eight (8') feet above the highest part of the roof of that dwelling and shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10') feet to the front wall line of the respective dwelling. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without being fully enclosed or fully screened from public view. Solar apparatus, if erected, must be maintained in such a way that it is screened from public view, installed in a location not visible from the street, and Rights of Way or other parcels or portions thereof, and must be approved by the ACC before erection.

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ARTICLE XXI

CLOTHES HANGING DEVICES

Clothes hanging devices exterior to a dwelling shall not exceed six (6) feet in height and shall be limited to the rear yard area where screen from view of the street fronting the residence on the Lot.

ARTICLE XXII

UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

ARTICLE XXIII

MAINTENANCE AND ACCESS EASEMENTS

There is hereby created a right of ingress and egress across, over, and under the Properties for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

In the event that the Owner fails to maintain the Lot as required herein or in the event of emergency, the Declarant shall have the right but not the obligation to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Declarant shall not be liable for any damage so created unless such damage is caused by the Declarant's willful misconduct or gross negligence.

ARTICLE XXIV

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, 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 or resident of a Living Unit 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 ACC and the City of San Antonio's City Engineer;

(3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; 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 ACC 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 Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE XXV

GARAGES

A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained as a garage, for each Living Unit. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants.

ARTICLE XXVI

MAXIMUM HEIGHT

No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2 1/2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

ARTICLE XXVII

MINIMUM AREA

The main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servant separated or detached from the primary living area; to wit:

- A. Single Story - Eighteen Hundred (1800) feet
- B. Two Story - Two Thousand (2000) feet

ARTICLE XXVIII

BUILDING SETBACKS

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established and those shown on the Subdivision Plat, if any. In no event shall any such building or other structure be constructed, placed or maintained within one hundred feet (100') of any front Lot line, within forty feet (40') of any side lot line, or within seventy-five feet (75') of the rear boundary. There shall be no projections nor encroachment into any utility or drainage easement or into the Conservation Area herein established. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. In no event may any structure be constructed or maintained upon any utility or other easement.

The ACC shall have the right to grant variances to the setbacks established in this Section 4 to accommodate the topography and trees on a Lot or the architectural design of the proposed improvements.

Each lot shall include a Conservation Area. The Conservation Area shall consist of 25 feet adjacent to each side and rear Lot line and shall not be trimmed, pruned, cut-back, penetrated, encroached upon, backfilled with soil, or chemically treated in any way, except for the installation, maintenance and replacement of utilities within the above described utility easements, the creation of a "clear vision area" as described below, or unless otherwise approved in writing by the Architectural Control Committee. The foregoing restrictions related to the Conservation Area shall not apply forward of the front fence setback. If two or more Lots are combined for one homesite and a residence is constructed on such homesite, then the combined area shall be considered as one Lot for purposes of determining the Conservation Area described herein. Notwithstanding anything to the contrary contained herein, this provision shall not, and shall not be construed to, prohibit the maintenance of "clear vision areas" between the height of 3 feet and 9 feet above ground level on the corner of two intersecting streets as required by Article II, "Planning", of the City of San Antonio's Unified Development Code.

ARTICLE XXIX

LOT CONSOLIDATION AND AREA

Any Owner owning two (2) or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ACC, consolidate such Lots or portions thereof into a single building site for the purpose of construction one (1) residence and such other improvements as are permitted herein, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated and each such building site shall meet, all lawful requirements of any applicable statute, ordinance or regulation.

ARTICLE XXX

ENFORCEMENT

If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or

tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. The Architectural Control Committee, Association, and/or Declarant shall not be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

ARTICLE XXXI

ATHLETIC FACILITIES

Tennis-court lighting and fencing shall be allowed only with the approval of the ACC. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within seventy feet (70') from the front property line of any Lot or the side lot lines of corner lots in the Subdivision without the prior written consent of the ACC.

ARTICLE XXXII

SWIMMING POOLS

Pool plans shall be submitted to the ACC for review and approval prior to construction. Any swimming pool constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool which, at a minimum, satisfies the City of San Antonio's Code and all other applicable governmental requirements. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. Above ground pools are not permitted.

ARTICLE XXXIII

FIREARMS, FIREWORKS, PROJECTILES, AND WEAPONS

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

ARTICLE XXXIV

AMENDMENT

This Declaration shall remain in force and effect until January 1, 2014, at which time, and each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten years unless two-thirds (2/3rds) of the Owners of Lots shall file a written agreement to abandon same. This Declaration may be amended by written instrument executed by the Owners of two-thirds (2/3rds) or more of the Lots, provided that no amendment prior to

January 1, 2014, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Bexar County, Texas. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof. In addition, Declarant shall have the right, but shall have no obligation, to make such amendments hereto as Declarant determines may be required by FHA, HUD or VA to qualify the Properties for mortgage guaranties issued by FHA and/or VA, all without the necessity of joinder by any other Owner or any mortgagee of a Lot.

ARTICLE XXXV

GOVERNMENTAL REQUIREMENTS

Section 1. Owner's Acknowledgment. Each Owner is responsible for ascertaining all governmental rules and regulations pertaining to the use of their Lots, especially during the construction period, and ensuring their compliance and the compliance of all contractors and subcontractors working thereon.

Section 2. Additional Obligations of Builders and Contractors. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.). The foregoing reference is made for the benefit of builders and contractors and does not in any way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as a Storm Water Pollution Prevention Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

Section 3. Remedies of Declarant and the Association. By acceptance of a deed to a Lot, each Owner, and Builder agrees that Declarant shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder indemnifies and holds harmless Declarant, its successors and assigns, from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner or Builder with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants. The sale by Declarant of its last Lot shall be deemed to be an assignment to the Association of Declarant's enforcement rights hereunder.

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ARTICLE XXXVI

GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OF PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

ARTICLE XXXVII

INTERPRETATION

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

ARTICLE XXXVIII

OMISSIONS

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

ARTICLE XXXIX

GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

ARTICLE XL

ADDITIONAL INFORMATION

Architectural Design Guidelines for the subdivision, and the other documents and information which may affect an Owner, prospective Owner, Builder or contractor for

improvements to a Lot are maintained at the offices of Declarant and/or the Association and Declarant. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations.

EXECUTED effective the 24th day of December, 1996.

DECLARANT

COUNTRY BEND PROPERTIES

By _____

Lloyd A. Denton, Jr.

Its Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me the 24th day of December, 1996, by Lloyd A. Denton, Jr., Manager of COUNTRY BEND PROPERTIES, a Texas general partnership, on behalf of said partnership.



Sarah E. Carrington
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

COUNTRY BEND PROPERTIES
3330 Oakwell Court, Suite 110
San Antonio, Texas 78218
Attn. Sarah Carrington

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