

3715

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

COUNTRY BEND, UNIT 4A

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

THIS DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR COUNTRY BEND, UNIT 4A 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 4A, San Antonio, Bexar County, Texas, and more fully described as follows:

Lots 1-4, inclusive, Block 9, and Lots 30-40, inclusive, Block 7, COUNTRY BEND, UNIT 4A, Bexar County, Texas, according to plat thereof recorded in Volume 9527, Page 66, 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 values within the Properties and within the present and future units of the community known as COUNTRY BEND, and has therefore 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;

NOW, THEREFORE, Declarant declares that the above-described property constituting COUNTRY BEND, UNIT 4A 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:

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; 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; and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots (as hereinafter defined).

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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 4A, 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 1-4, inclusive, Block 9, and Lots 30-40, Block 7, inclusive, COUNTRY BEND, UNIT 4A, 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 4A, filed for record in Volume 9527, Page 66, 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, provided such writing shall specifically indicate the intention of Declarant to assign all or part of its rights or powers hereunder to such assignee. Accordingly, "Declarant" shall mean and include the Association to the extent, if any, 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 residence 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 4A, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

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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, and must be approved in writing by the Committee prior to placing on any property in Country Bend.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, initially composed of Lloyd A. Denton, Jr., Daniel D. Kossl, and Brian Huddleston, 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.

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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

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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 feausance 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'

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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. Any portion of all chimneys visible from any street shall be 100% masonry to match the primary masonry on the main structure. 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.

## ARTICLE VIII

### FENCES

No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted or maintained forward of the front setback line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. All fences or walls located on his respective lots are to be maintained at owners expense. All fences shall be all wood composed of one inch by four (1" X 4"), six feet (6') tall, notched, vertical cedar planks, without gaps between planks, unless approved in writing by the ACC. An exception shall be made in case of retaining walls.

The ACC 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 of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, 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.

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ARTICLE IX

DRIVEWAYS

All driveways in the subdivision shall be surfaced with concrete or asphalt for the first 100 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 street into the driveway entrance. Driveways must be shown on the site plan submitted for approval by the ACC. Gravel driveways are specifically prohibited. Where driveways cross bar ditches, a minimum 18" culvert pipe shall be placed under the driveway in the ditch for drainage purposes. The 18" minimum may in some cases be insufficient. It is the responsibility of the owner or builder to consult with the project engineers for appropriate sizing of culvert pipe.

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.

ARTICLE XIII

LANDSCAPING

All front yards and side yards on all Lots must be planted with grass or other ground cover exclusive of any landscaped areas. 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 their natural state depending upon their appearance.

ARTICLE XIV

VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a one (1) 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

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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.

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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). 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. Septic Tank. Installation of septic tank facilities shall be in accordance with the requirements of Bexar County and pursuant to inspections required. Should any specific provisions arise out of location requirement of septic tank or fill, the Architectural Control Committee is authorized to make set back waivers and adjustments it deems necessary and compatible to comply with tank and fill location.

#### 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.

#### 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.

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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.

A copy of the grading plan for the Properties is attached hereto as Exhibit "A". The original grading plan is maintained by Declarant at its offices. By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan and that the drainage of such Lot is maintained in accordance with the grading plan.

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

No building shall be located on any lot nearer than forty (40') feet to the front property line, nor nearer than fifteen (15') feet to an interior side lot line. A detached garage or outbuilding (the front of which is not more than seventy (70') feet from the rear lot line) may be erected no nearer than fifteen (15') feet to the inside lot line. Dwellings on lots facing cul-de-sac streets, half cul-de-sacs, elbow corners, or on unusually shaped lots may be twenty (20') feet from the rear lot line when a mean horizontal distance of twenty-five (25') feet from the rear lot line.

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.

No dwelling shall be erected or placed on any lot having a width of less than sixty (60') feet at the minimum setback line, nor shall any dwelling be erected or placed on any lot having less than 30,000 square feet.

#### 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 Declarant, the Association 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

##### SECURITY

Although Security may in the future be provided by the Association, neither Declarant nor the Association now provide security, and the Owners must provide their own security for their home and property.

#### ARTICLE XXXII

##### 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 thirty feet (30') 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 XXXIII

##### 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

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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, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD or VA to qualify the Properties for mortgage guaranties issued by FHA and/or VA.

#### ARTICLE XXXIV

##### 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 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 way limit the terms and requirements of this covenant and the requirement that all Builder 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 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 XXXV

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 XXXVI

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 XXXVII

OMISSIONS

If any punctuation, work, 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 XXXVIII

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 XXXIX

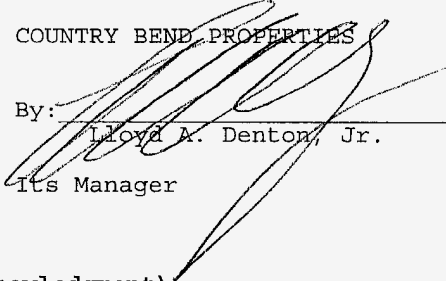
ADDITIONAL INFORMATION

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 18th day of August, 1993.

DECLARANT

COUNTRY BEND PROPERTIES

By:   
Lloyd A. Denton, Jr.  
its Manager

(Acknowledgment)

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me the 18th day of August, 1993, by Lloyd A. Denton, Jr., Manager of COUNTRY BEND PROPERTIES, a Texas general partnership, on behalf of said partnership.

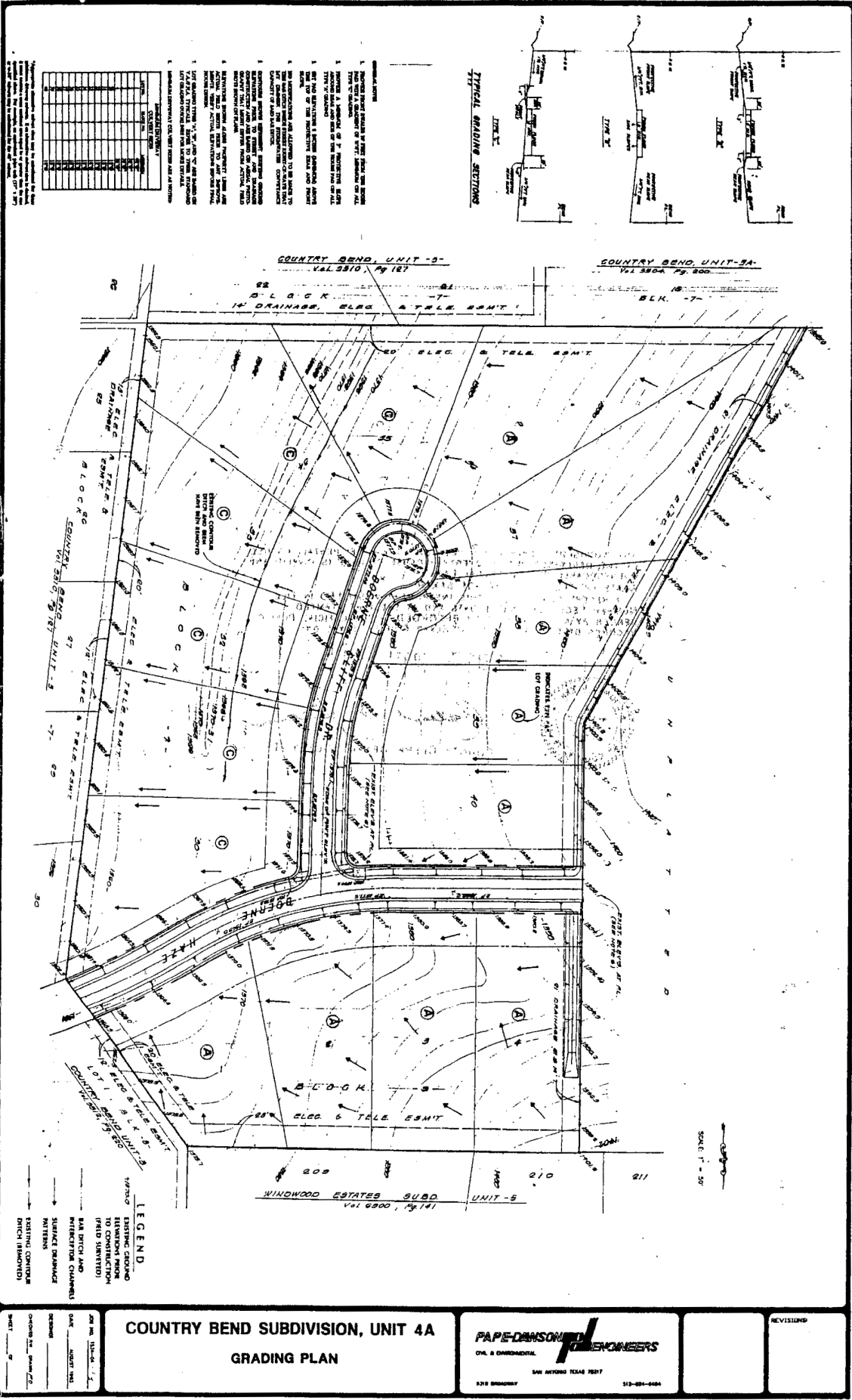


  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

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

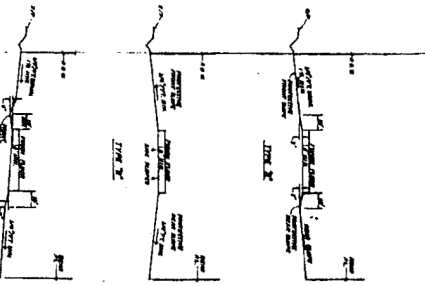
EXHIBIT "A"



NO.	DESCRIPTION	DATE	BY
1	PREPARED BY ENGINEER		
2	REVISIONS		
3	DATE		
4	BY		
5	REVISIONS		
6	DATE		
7	BY		
8	REVISIONS		
9	DATE		
10	BY		

1. THE GRADING PLAN IS TO BE CONSIDERED AS THE FINAL DESIGN AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
2. THE GRADING PLAN IS TO BE CONSIDERED AS THE FINAL DESIGN AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
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10. THE GRADING PLAN IS TO BE CONSIDERED AS THE FINAL DESIGN AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.

TYPICAL GRADING SECTIONS



COUNTRY BEND SUBDIVISION, UNIT 4A  
GRADING PLAN

**PAPE-DAWSON ENGINEERS**  
CIVIL & LANDSCAPE ARCHITECTS  
1000 AVENUE OF THE STARS  
SUITE 1000  
FARMINGTON, CONNECTICUT 06030  
TEL: 860-646-1111

DATE	BY	REVISIONS

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