



**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) "ACC," "Committee" or "Architectural Control Committee" shall mean the Architectural Control Committee established pursuant to this Declaration.

(b) "Articles" shall mean the Articles of Incorporation of the Crownridge of Texas Owners Association, Inc., as they may, from time to time, be amended.

(c) "Association" shall mean and refer to Crownridge of Texas Owners Association, Inc., a Texas non-profit corporation, its successors and assigns as provided for herein.

(d) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

(e) "Builder Member" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence for resale to others.

(f) "Bylaws" shall mean the Bylaws of Crownridge of Texas Owners Association, Inc., as they may, from time to time, be amended.

(g) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association.

(h) "Declarant" shall mean and refer to CAMP BULLIS, LTD., its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(i) "Living Unit" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

(j) "Lot" shall mean and refer to each of the plots of land numbered Lots 1-11, La Sierra Subdivision Unit 5, Bexar County, Texas, as shown on the Subdivision Plat.

(k) "Master Association" shall mean and refer to Crownridge of Texas Owners Association, Inc., a Texas non-profit corporation.

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(l) "Member" shall mean and refer to all those Owners who are members of the Association as provided herein.

(m) "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 Subdivision, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(n) "Subdivision" shall mean and refer to the above described subdivision known as La Sierra Subdivision Unit 5, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration, as shown on the Subdivision Plat, hereinafter defined.

(o) "Subdivision Plat" shall mean and refer to the map or plat of La Sierra Subdivision Unit 5, recorded in Volume 9533, Page 104, 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.

(p) "Private Driveway" shall mean and refer to that one certain 60' Ingress & Egress, Sanitary Sewer, Water, Gas, Electric, Telephone and CA, TV Easement reflected on the Subdivision Plat and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

### ARTICLE III

#### USE

All land included within the Subdivision shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage able to accommodate not less than two (2) automobiles, or as part of the Common Facilities; provided, however, that only one such private single-family residence may be constructed, or otherwise placed upon any one Lot. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely to the use by each Builder Member of residences within the Subdivision as temporary sales offices and model homes for the display and sale of Lots within the Subdivision and no others. This restriction shall allow domestic servants to be domiciled with an owner or resident and shall not prevent the inclusion of permanent living quarters for domestic servants.

Building materials placed on Lots prior to commencement of improvements must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

During the construction and sales period of the initial Living Units, Builder Members may erect and maintain such structures as are customary in connection with the construction and sale of such property, including, but not limited to, storage areas, signs, and model units. All temporary construction and sales structures are prohibited unless specific written permission is granted by the Architectural Control Committee.

#### ARTICLE IV

#### ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, initially composed of Gordon Best, Miles Prestemon and Diana Farris, 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 add members to the Committee and to fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ACC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, then in such event, the Board of Directors of the Association may appoint one member of the ACC. Thereafter, all vacancies on the ACC shall be filled in like fashion, provided, however, that in the event any vacancy on the ACC remains unfilled for a period of 30 days, the remaining members of the ACC may fill such vacancy and should they fail or choose not to do so, the Board may fill such vacancy.

The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. 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 claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Control Committee shall have the power to halt such work through legal means, the first step which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all amounts reasonably expended in the performance of their responsibilities.

No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the Subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials for such building, fence or other structure and showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Control Committee as to the quality of

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workmanship and materials and conformity and harmony of exterior design with existing structures in the Subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after being submitted, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants.

The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to minor deviations and infractions of this Declaration or to correct or avoid hardships to Owners. The decision of the Architectural Control Committee shall be final and binding upon the applicant and other Owners.

The Architectural Control Committee shall be duly constituted for the entire period of duration of this Declaration. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association.

## ARTICLE V

### RESTRICTIONS ON LOTS

All Lots in the Subdivision shall be used for residential purposes. The term "residential purposes" as used herein shall have the meaning given to it in Article III above. No residential building shall remain incomplete for more than twelve (12) months after construction has commenced. Temporary use may be made of a house for builder's sales office, which shall be permitted until such house is sold, not to exceed thirty-six (36) months in total from time of completion, provided such use is approved in writing by Declarant.

Each Lot improved with a residence must include an attached or detached 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 carports are not permitted unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Control Committee.

## ARTICLE VI

### OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's 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 Architectural Control Committee. No outbuilding shall exceed one (1) story in height, 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, unless approved in writing by the Architectural Control Committee.

## ARTICLE VII

### BUILDING MATERIALS

The exterior walls of all buildings shall be constructed with masonry, rock, stucco, brick, or brick and masonry veneer for 75% or more of the total exterior wall area, with the front being 100% masonry. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Architectural Control Committee 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 Architectural Control Committee.

All wood siding must be approved by the ACC. No four foot by eight foot (4' x 8') masonry or similar panel siding will be allowed.

Roofing shall be either slate, tile, tarnished metal with standing seams, or composition or fiberglass dimensional shingles provided that any composition or fiberglass roofing shall be 300 pounds or more, and shall be five tab or more.

The exterior of all chimneys shall be 100% masonry of a type and color matching that of the exterior walls of the house.

## ARTICLE VIII

### FENCES

The Owners of each Lot on which an electrical transformer is located shall construct a small fence around such transformer which shall completely screen the transformer from view. The size, design, composition and location of such transformer screening fences shall be as approved by the ACC.

Except as required above, no fence or wall or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, unless approved by ACC,

and which must be built or maintained within the building setback line of any Lot, unless otherwise approved in writing by the Architectural Control Committee.

Fences shall be constructed of the following materials:

- (1) wood not to exceed six inches (6") in width; however, wood fences are not to be constructed forward of the front property line under any circumstances except for the housing of CPS transformers which have been approved by the ACC; or
- (2) all masonry which matches the house; or
- (3) a combination of simple wrought iron bars and matching masonry

All other fences shall be of the three types above described or shall be all wood composed of one inch by not more than six inches (1" X 6"), six feet (6') tall, vertical cedar planks, without gaps between planks, with the tops either level or notched "dog-ear" style. Wood fences are specifically prohibited forward of the front wall line of the main structure.

All wooden fences visible from a street shall be constructed facing the street and without any framing visible from the street.

On corner lots, the location of all fences must be approved in advance by the Architectural Control Committee, which Committee shall have the right to impose fence setback requirements along either street abutting such corner lot in order to preserve reasonable views for adjoining lots and to prohibit conditions which, in the Committee's opinion, would detrimentally affect the Subdivision.

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 areas formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended curb lines into the street. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

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.

## ARTICLE IX

### DRIVEWAYS AND SIDEWALKS

Driveways, entry walks, and all front yard flat work on each residential Lot must be constructed of brush finish concrete or pebble finished concrete. Location, design and any decorative surface other than brush finish or pebble finished concrete 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, sidewalks and all front yard flat work must be shown on the site plan submitted for approval of the Architectural Control Committee. Any asphalt driveways, except for the Private Driveway referenced in Article XXIII, entry walks and front yard flat work are specifically prohibited. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained. Sidewalks placed in the parkway will be limited in length to a landing area at the end of the entry walk from the house. Said landing area will be no greater in length than sixteen feet (16') and will be three feet (3') wide and contiguous to the curb line.

## ARTICLE X

### TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the Subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached. Sales offices and construction offices used by the developer or builders are permitted but are subject to ACC approval as to number, type, location and ultimate use.

## 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 or rent. Signs used by the developer or builders to advertise Lots or homes within the Subdivision 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 the seller's agent. The Architectural Control Committee shall have control over all the wording, design, appearance, size, quantity, and location of all signs. Except for sale or rental signs adhering to the standards of the first sentence of this Article, all signs within the Subdivision shall be subject to the prior written approval of the ACC.

## ARTICLE XII

### MAINTENANCE AND APPEARANCE OF LOTS

The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall promptly remove any trees, shrubs, vines and plants which shall die. Each Owner and/or occupant shall promptly repair or replace all damaged sections of fences.

All fuel oil, propane, butane, and other tanks must be kept, stored, or screened by a screening material, approved in advance by the Architectural Control Committee, so as not to be visible from any adjacent street.

The drying of clothes in public view from streets, and the storage of firewood and yard equipment or other equipment in public view from streets is likewise prohibited. Each Owner or occupant of a Lot with a rear yard visible from a street desiring to dry clothing outside, or to store firewood, yard equipment, or other equipment outside, shall construct and maintain a fence for a drying yard, or construct and maintain another form of enclosure suitable to screen such activity and storage from view from streets.

No Lot shall be used or maintained for the storage of materials or equipment except as may be incident to normal residential requirements or incidental to construction of improvements thereon as herein permitted nor shall any Lot be used as a dumping ground for trash or rubbish. Trash, garbage or other waste materials shall be kept in a clean and sanitary container. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time of construction so long as the construction progresses without undue delay, until the completion of the improvement, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mails, Declarant, or the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said

Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

### ARTICLE XIII

#### LANDSCAPING

All front yards on all Lots must be sodded within three months after occupancy of the house, and must thereafter be maintained with grass or landscaping in a neat and well mowed condition, free of unsightly weeds and overgrowth. A landscaping plan must be submitted to the ACC for its approval. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard. No oak, elm, or pecan trees larger than 18" in diameter may be removed without written ACC approval. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTY.

### ARTICLE XIV

#### VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or 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 Lot for a period more than twenty-four (24) hours, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots and streets. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

Off-street parking shall be provided by the Owner of each Living Unit.

## ARTICLE XV

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 Subdivision. 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 receptacle may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

## ARTICLE XVI

PETS

No animals, livestock or poultry of any kind 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, bred or maintained for any commercial purposes and provided further, that no more than three (3) adult animals may be kept on a single Lot.

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 Board of Directors of the 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 XVII

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.

## ARTICLE XVIII

WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks. A water recovery system or device may be installed and used on a Lot only if it has been approved in writing by the ACC.

**ARTICLE XIX**

**RADIO OR TV ANTENNA, SATELLITE DISHES, AND SOLAR COLLECTORS**

No radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. No microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street, any rights-of-way or other parcels or portions thereof, and must be approved by the Architectural Control Committee before erection. The ACC shall have the authority to establish guidelines for the placement and design of radio or TV antenna, satellite dishes, and solar collectors and none of these devices shall be kept or maintained within sight of any street except in accordance with any such guidelines established.

**ARTICLE XX**

**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 (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

No exterior speakers, horns, whistles, bells or other sound devices (except security 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.

The discharge of any firearm, including BB-guns and pellet guns, and the hunting or killing of any animal within any part of the Crownridge Subdivision is prohibited. Additionally, there is prohibited within the Subdivision and on any adjacent land owned in whole or in part by Declarant the use of any bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a Lot.

**ARTICLE XXI****EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision 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 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 XXII****MAINTENANCE AND ACCESS EASEMENTS**

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

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## ARTICLE XXIII

PRIVATE DRIVEWAY

The Owners of Lots 4, 5, 6, 7, and 8 of the Subdivision (the "Easement Owners"), and only such Owners, are hereby granted a perpetual easement upon and across the Private Driveway, as herein defined, for the sole purpose of pedestrian and vehicular ingress and egress between the end of the adjacent paved road of the Subdivision and Lots 4, 5, 6, 7, and 8 of the Subdivision. This easement shall be perpetual, appurtenant to and run with the title to Lots 4, 5, 6, 7, and 8 of the Subdivision. Included within the Easement Owners' rights of enjoyment and use of the easement granted herein is the right to grant ingress and egress over the Private Driveway to Easement Owner's family, tenants, employees, agents, contractors, and guests.

The center 20.24' strip of land of the Private Driveway marked as section "B" on Exhibit "B" attached, shall at all times be an asphalt paved roadway. The asphalt paved roadway shall be repaired upon an affirmative vote of a majority of the Easement Owners to do agreed upon maintenance and repair work. All of the Easement Owners (including those who voted against the subject repair work) will equally share in the cost to do the agreed upon maintenance and repair work on any and all of the asphalt paved portion of the Private Driveway.

Each of the Easement Owners shall have a right to build and maintain, at its sole expense, no more than a total of two (2) driveways from and/or to the asphalt paved portion of the Private Driveway and the Easement Owner's lot so long as the respective Easement Owner has obtained approval of the driveway from the ACC prior to its construction. No other improvements, including fences or entrances, may be constructed in the Private Driveway by the Easement Owners.

Any and all of the portions of the Private Driveway which are not asphalt paved (i.e. sections "A" and "C" of the Private Driveway as shown on Exhibit "B" attached) shall be maintained in the following condition: sodded or seeded with buffalo grass and otherwise maintained in accordance with the guidelines for maintenance as set out in Article XIII, Landscaping, of these Restrictive Covenants ("Required Condition"). Each Easement Owner shall be responsible, at its sole cost, for maintaining in the Required Condition the non-asphalt paved portion of the Private Driveway which is adjacent to their Lot. Exhibit "C" attached hereto sets forth the portions of the Private Driveway which are considered adjacent to each Easement Owner's Lot and therefore the portion for which each Easement Owner is responsible for maintaining. In the event an individual Easement Owner fails to maintain the non-asphalt paved portion of the Private Driveway adjacent to their Lot in the Required Condition, a majority of the other Easement Owners can elect to perform the needed maintenance work and shall be entitled to reimbursement for such maintenance work from the Easement Owner of the adjacent Lot.

By acceptance of a deed to Lots 4, 5, 6, 7, and 8 of the Subdivision subsequent to the effective date hereof, each Easement Owner, and their successor and assigns, agree that the above described cost for maintenance of the Private Driveway shall be considered an assessment which is a charge on the respective Lots and shall be a continuing lien upon the Lots against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time the obligation accrued. No Owner may, for any reason, exempt himself/herself/itself from liability for such assessments levied in accordance with the provisions of this Agreement.

No Owner shall allow any obstruction of any sort in the Private Driveway. Nothing shall be stored in the Private Driveway; it shall be kept open and unobstructed on a twenty-four hour basis and available for the free and uninterrupted flow of pedestrian and vehicular traffic thereover. No motorized or non-motorized vehicle (including, without limitation, any passenger car, van, motorcycle, or truck), recreational vehicle, boat, trailer, camper, motor home, marine craft, aircraft, machinery or equipment of any kind shall be kept, stored or parked in any portion of the Private Driveway, either permanently or temporarily. No noxious or offensive activity shall be carried on, over or upon the Private Driveway by any Owner, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to any Easement Owner.

#### 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. No structures, fences, walls or other obstruction of any kind shall be placed within the limits of the drainage easements shown on the Subdivision Plat. No landscaping or other type of modifications which alter the cross-sections of the drainage easements shall be allowed without the approval of the city engineer. 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 Architectural Control Committee and the City of San Antonio;

(3) construct, erect or install a fence or other structure of any type of 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 Architectural Control Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this 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 for each Living Unit. Garages on corner Lots must be set back at least fifteen feet (15') from the side Lot line and all garages must be set back in conformity with the existing front setbacks herein. No carports shall be permitted without the prior written approval of the ACC. 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 Subdivision 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. The ACC shall have the right to grant variances to this restriction as they deem necessary.

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## ARTICLE XXVII

MINIMUM AREA

The main residence building of each residence constructed on a Lot shall not be less than 2,500 contiguous square feet of living space for all single story dwellings, and 2,700 contiguous square feet of living space for all two-story dwellings, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area.

## ARTICLE XXVIII

BUILDING SETBACKS AND FACINGS

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, and in no event shall any such building or other structure be constructed, placed or maintained within ten feet (10') of the side boundary of a Lot, within fifteen feet (15') from the rear property line, or within twenty feet (20') of the front boundary of a Lot. The 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. The ACC is empowered to grant variances from the setback requirements hereinabove provided in those instances where in the opinion of said Committee, the proposed location of the buildings or other structures will not detract from the appearance and value of other lots in the Subdivision, and will not have a detrimental effect on the aesthetic integrity and harmony of the Subdivision.

## ARTICLE XXIX

LOT CONSOLIDATION

Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein; provided, however, that no such building site shall contain less than six thousand (6,000) square feet of land. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinances or regulations. On application by an Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots which are consolidated.

**ARTICLE XXX****SLOPED LOTS**

The Architectural Control Committee shall have the specific right to waive the front building setback requirements herein set forth for any Lot that it determines to have severe slope problems in order to permit a garage (but not the dwelling) to be situated as close as fifteen feet (15') to the front property line. In the event that the Crownridge Subdivision is annexed by the City of San Antonio, any variances would have to be granted by the City of San Antonio.

Any exposed foundations in excess of thirty-six inches (36") beneath a dwelling situated on a sloped lot which are readily visible from a street must be covered with masonry, brick, stucco or other material approved by the ACC.

Any cut into or "fill" added to the natural grade of a Lot that is by face in excess of one foot (1') in height or depth, as the case may be, and is associated with the construction of a driveway or other improvement situated on a Lot, must be "faced" with sodding, masonry, railroad ties, landscaping, natural rock or other similar treatment approved by the ACC, so that such face will not remain in a condition where caliche is readily visible.

**ARTICLE XXXI****ENFORCEMENT**

Except for matters related to the Architectural Control Committee as previously described, 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 person owning any Lot 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 made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

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## ARTICLE XXXII

ATHLETIC FACILITIES

Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Control Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within forty feet (40') from the front property line of any Lot in the Subdivision without the prior written consent of the Architectural Control Committee. The Architectural Control Committee shall have the authority to establish guidelines for the placement and design of basketball goals and no basketball goal shall be kept or maintained within sight of any street except in accordance with any such guidelines established.

## ARTICLE XXXIII

AMENDMENT

This Declaration shall remain in force and effect until January 1, 2011, at which time, and on each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten years unless 75% 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 seventy-five percent (75%) or more of the Lots, provided that no amendment prior to January 1, 2011, 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.

## ARTICLE XXXIV

NOTICE REGARDING MASTER ASSOCIATION

All Owners will be members of the Crownridge of Texas Owners Association, Inc. (the "Master Association") and shall be obligated to pay the periodic or special dues and assessments of the Master Association and to abide by and adhere to the rules, regulations, covenants, and bylaws of the Master Association.

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ARTICLE XXXV

TITLES

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

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 OR 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 of more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

ARTICLE XXXVIII

OMISSIONS

If any punctuation, word, clause, sentence, or provisions 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.

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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.

ARTICLE XXXX

ADDITIONAL INFORMATION

Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ACC. 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 as an Owner.

EXECUTED effective the 3 day of January, 1996.

CAMP BULLIS, LTD., a Texas limited partnership

By: DDH Enterprises, Inc., a Texas corporation, Its General Partner

BY: Susan K. Kopplin  
Susan K. Kopplin  
Its: Vice President

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STATE OF TEXAS  
COUNTY OF BEXAR

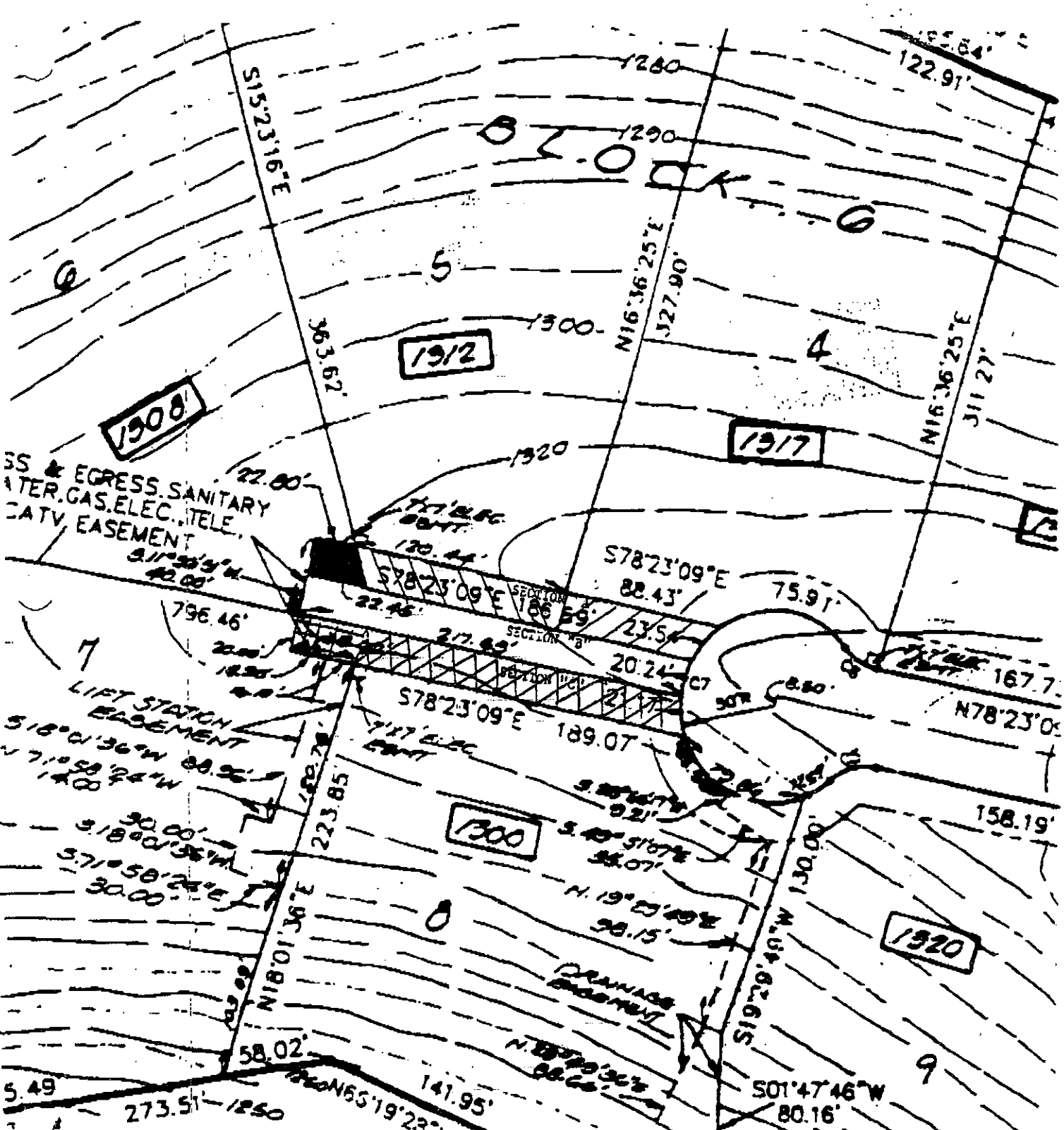
This instrument was acknowledged before me on the 3 day of January, 1996, by Susan K. Kopplin, Vice President of CAMP BULLIS, LTD., a Texas limited partnership, general partner of DDH Enterprises, Inc., a Texas corporation, on behalf of said corporation and partnership.

Celeste Goodson  
Notary Public, State of Texas









Lot 4 Maintenance Area



Lot 6 Maintenance Area



Lot 8 Maintenance Area



Lot 5 Maintenance Area



Lot 7 Maintenance Area

RECORDERS MEMORANDUM

At time of Recording this instrument was found to be inadequate for good photographic reproduction due to : (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

any instrument which restricts the sale, rental, or use of the described real property hereafter of record is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR I hereby certify that this instrument was FILED in File Number Sequence on this date and at the time stated herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK

On Jan 03 1996

At 4:10pm

Receipt #: 189290  
Recording: 51.00  
Doc/Mgt: 6.00

Doc/Num : 96- 0001098

Deputy -Janie Sanchez

JAN 05 1996



*Gerry Rickhoff*

COUNTY CLERK BEXAR COUNTY, TEXAS

After Recording Return to :

Sue Kopplin  
Hallmark Ghormley  
14607 San Pedro #100  
San Antonio, TX 78232

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MARATHON TITLE COMPANY

GF# 95-364/1520

96- 0015159

**AMENDMENT TO  
DECLARATION OF RESTRICTIVE COVENANTS  
AND CONDITIONS FOR  
LA SIERRA, UNIT 5**

THE STATE OF TEXAS }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, CAMP BULLIS, LTD., a Texas limited partnership (herein referred to as "Declarant"), as Owner of the following described property, executed a Declaration of Restrictive Covenants and Conditions for La Sierra, Unit-5 (the "Declaration"), dated January 3, 1996, and recorded in Volume 6632, Page 1944, of the Real Property Records of Bexar County, Texas, affecting the following described property:

Lots 1-11, inclusive, LA SIERRA UNIT-5, Bexar County, Texas, as shown on plat thereof recorded in Volume 9533, Page 104, Deed and Plat Records of Bexar County, Texas (hereinafter referred to as the "Lots" or "Subdivision");

WHEREAS, the Declaration provides for amendment thereof by written instrument executed by the Owners of 75% or more of the Lots and the Declarant;

WHEREAS, as of the date hereof, the Declarant owns 81.8% (nine [9] Lots) of the Lots in the Subdivision;

WHEREAS, the undersigned, as the record Owner of more than 75% of the Lots within the Subdivision, desires to amend the Declaration with this Amendment to Declaration of Restrictive Covenants and Conditions ("Amendment"), to provide for the maintenance and repair of the Private Driveway adjacent to Lots 4, 5, 6, 7 and 8 of the Subdivision;

NOW, THEREFORE, Declarant, in its capacity as Declarant and an Owner, hereby declares that the Subdivision is and shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the Declaration and this Amendment, and that this Amendment shall amend the Declaration with respect to the Subdivision, as follows:

1. Article XXIII is hereby amended to be and read as follows:

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## ARTICLE XXIII

PRIVATE DRIVEWAY

The Owners of Lots 4, 5, 6, 7, and 8 of the Subdivision (the "Easement Owners"), and only such Owners, are hereby granted a perpetual easement upon and across the Private Driveway, as herein defined, for the sole purpose of pedestrian and vehicular ingress and egress between the end of the adjacent paved road of the Subdivision and Lots 4, 5, 6, 7, and 8 of the Subdivision. This easement shall be perpetual, appurtenant to and run with the title to Lots 4, 5, 6, 7, and 8 of the Subdivision. Included within the Easement Owners' rights of enjoyment and use of the easement granted herein is the right to grant ingress and egress over the Private Driveway to Easement Owner's family, tenants, employees, agents, contractors, and guests.

The center 20.24' strip of land of the Private Driveway marked as section "B" on Exhibit "B" attached, shall at all times be an asphalt paved roadway. The asphalt paved roadway shall be repaired upon an affirmative vote of a majority of the Easement Owners electing to use Section "B" of the Private Driveway, to do agreed upon maintenance and repair work. All of the Easement Owners (including those who voted against the subject repair work) will equally share in the cost to do the agreed upon maintenance and repair work on any and all of the asphalt paved portion of the Private Driveway.

Each of the Easement Owners shall have a right to build and maintain, at its sole expense, no more than a total of two (2) driveways from and/or to the asphalt paved portion of the Private Driveway and the Easement Owner's lot so long as the respective Easement Owner has obtained approval of the driveway from the ACC prior to its construction. No other improvements, including fences or entrances, may be constructed in the Private Driveway by the Easement Owners.

Notwithstanding the foregoing, any and all of the portions of the Private Driveway which are not asphalt paved (i.e. sections "A" and "C" of the Private Driveway as shown on Exhibit "B" attached) shall be maintained by each Easement Owner as it pertains to their respective Lot, in the following condition: sodded or seeded with grass and otherwise maintained in accordance with the guidelines for maintenance as set out in Article XIII, Landscaping, of these Restrictive Covenants ("Required Condition"). Each Easement Owner shall be responsible, at its sole cost, for maintaining in the Required Condition the non-asphalt paved portion of the Private Driveway which is adjacent to their Lot. Exhibit "C" attached hereto sets forth the portions of the Private Driveway which are considered adjacent to each Easement Owner's Lot and therefore the portion for which each Easement Owner is responsible for maintaining. In the event an individual Easement Owner fails to maintain the non-asphalt paved portion of the Private Driveway adjacent to their Lot in the Required Condition, a majority of the other Easement Owners can elect to perform the needed maintenance work and shall be entitled to reimbursement for such maintenance work from the Easement Owner of the adjacent Lot.

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By acceptance of a deed to Lots 4, 5, 6, 7, and 8, of the Subdivision subsequent to the effective date hereof, and by connection of one or more driveways from Lots 4, 5, 6, 7 and 8, to the asphalted portion, section "B" of the Private Driveway, each Easement Owner, and their successor and assigns, agree that the above described cost for maintenance of the Private Driveway shall be considered an assessment which is a charge on the respective Lots and shall be a continuing lien upon the Lots against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time the obligation accrued. No Owner may, for any reason, exempt himself/herself/itself from liability for such assessments levied in accordance with the provisions of this Agreement once a driveway is connected to the Private Driveway.

No Owner shall allow any obstruction of any sort in the Private Driveway. Nothing shall be stored in the Private Driveway; it shall be kept open and unobstructed on a twenty-four hour basis and available for the free and uninterrupted flow of pedestrian and vehicular traffic thereover. No motorized or non-motorized vehicle (including, without limitation, any passenger car, van, motorcycle, or truck), recreational vehicle, boat, trailer, camper, motor home, marine craft, aircraft, machinery or equipment of any kind shall be kept, stored or parked in any portion of the Private Driveway, either permanently or temporarily. No noxious or offensive activity shall be carried on, over or upon the Private Driveway by any Owner, nor shall anything be done thereupon which may be or may become an annoyance or nuisance to any Easement Owner.

All other terms and provisions of the Declaration, as hereby amended, are in all other respects ratified and affirmed. To the extent any other provisions of the Declaration or the Bylaws are inconsistent with the above paragraphs, as amended, said provisions shall be likewise deemed amended so as to be consistent herewith and shall be so interpreted.

EXECUTED effective the 25th day of January, 1996.

DECLARANT AND OWNER OF 9 LOTS:

CAMP BULLIS, LTD., a Texas limited partnership

By: DDH Enterprises, Inc., a Texas corporation, Its  
General Partner

BY: Susan K. Kopplin  
Susan K. Kopplin, Vice President

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