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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**GATEWOOD SUBDIVISION, UNIT 1**

THIS IS A COMPREHENSIVE LEGAL DOCUMENT, WHICH PROVIDES FOR THE  
IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS. THIS DECLARATION  
IS BINDING UPON ALL FUTURE OWNERS IN THIS SUBDIVISION.

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN by these presents that FIELDSTONE COMMUNITIES SAN ANTONIO, LLC, a Texas limited liability company, acting by and through duly authorized persons, (sometimes hereinafter referred to as "Declarant"), being the sole owner of that certain land described as follows:

Lots 1 through 37 in Block 1, Lots 1 and 2 in Block 2, Lots 1 through 22 in Block 3, Lots 1 through 19 in Block 4, Lots 1 through 8 in Block 5, and Lot 24 in Block 5, all in Gatewood Subdivision, Unit 1, a subdivision in the City of Cibolo, Guadalupe County, Texas, according to the Map or Plat thereof recorded in Volume 6 at Page 787 of the Official Public Records of Guadalupe County, Texas,

and desiring to establish and carry out a uniform plan for the use, occupancy, ownership and improvement of all residential lots in said subdivision for the benefit of the present and future owners of said lots, Declarant does hereby declare, establish and adopt certain reservations, restrictions, conditions, protective covenants and easements (hereinafter collectively referred to as "Restrictions"), which shall be applicable to the use, occupancy, ownership and improvement of all residential lots in said subdivision (the term "lot" as used herein shall also mean all platted residential lots as shown on the aforescribed plat and shall also include any residential building site created by consolidation of the originally platted lots, as permitted herein), and every contract, conveyance or other transfer of title hereafter executed with respect to any residential lot or lots in the aforesaid subdivision shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions and this Declaration, regardless of whether or not said Restrictions and Declaration are set out in full or are incorporated by reference in said contract, conveyance or other transfer of title.

The term "Declarant" as used herein shall mean FIELDSTONE COMMUNITIES SAN ANTONIO, LLC, a Texas limited liability company, and its successors and assigns provided such successor or assign acquires in a single transaction no less than fifteen (15) residential lots for purposes of development or residential construction.

The terms "residential lot" and "lot" as used herein shall include all lots described above except any lot that may be owned or acquired by the Association which lots shall be deemed Common Area for so long as such lot is owned by the Association. Any Common Area shall not be subject to the restrictions except as provided in Article 19 herein.

The term "additional property" shall mean and refer to real property which is annexed and made subject to this Declaration pursuant to ARTICLE 25 of this Declaration or any Amended or Supplemental Declaration.

It is specially provided that any tract designated on said recorded plat of the aforementioned subdivision as "Unrestricted Reserve", or designated on said plat as being dedicated for a specific use other than residential, shall remain unaffected by these Restrictions. Without limiting the foregoing, this Declaration shall only affect those lots identified above and as may be annexed.

Gatewood Owners Association, Inc., has been or will be caused to be incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of implementing this Declaration and managing the affairs the property described herein, as a residential subdivision in the City of Cibolo, Guadalupe County, Texas, and other such real property as may be annexed thereto and become subject to the jurisdiction of said association, and for such other purposes provided in this Declaration.

**ARTICLE 1. LAND USE AND BUILDING TYPE**

All lots subject to these Restrictions shall be used only for single-family residential purposes and no building or structure shall be erected, placed, added to or altered on any lot except a single family residential dwelling, not exceeding two and one-half stories of living area in height. Each owner of any lot subject to these restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such lot that such owner will not apply for a permit to erect, place, alter, or add to any structure on any lot other than a single-family residence or other approved structure as specified and permitted herein. Any garage apartment or servants' quarters which may be situated on any lot shall not be used for rental purposes, and may be used only by servants who are employed in the dwelling situated, or by members or temporary guests of the family occupying the dwelling, on said lot. "Approved", as used in this Article 1 means the approval specified in the following Article 2 hereof and "single-family residential purposes" as used in these restrictions, means residential occupancy by not more than two unrelated adult persons and their children living together as a single housekeeping unit, together with any bona fide household servants. Every residence constructed shall have an enclosed garage. No garage constructed as part of the original construction of the residence by the original builder may be converted to living quarters, unless and until a replacement garage of equivalent size is constructed, except that a homebuilder, marketing homes in the subdivision, may convert garage areas in model homes to temporary sales offices. If two lots are joined together as a single residential unit, the interior lot lines (and common setback line) between the joined lots shall be disregarded for purposes of placement of the residence and other structures, the joinder of two lots as a single residential unit shall not reduce the assessments established in Article 19 below. During the period of original construction of new homes, construction and sales trailers may be temporarily placed and utilized upon residential lots, with approval of Declarant.

## ARTICLE 2. ARCHITECTURAL CONTROL

No building or improvement of any character shall be erected, placed, added to or altered on any lot affected hereby until the building plans, specifications and a site plan showing the location of the proposed structure or structures have been submitted to and approved by the hereinafter named Architectural Control Committee ("Committee") for the Association as being in compliance with these restrictions as to use, quality of workmanship and materials, nature of materials, harmony of external design and external colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, lot boundary lines and building lines, and within the scheme and design of Declarant.

The plans and other documents to be submitted to the hereinafter named Architectural Control Committee for the Association, as above set forth, shall be submitted for approval prior to commencing the erection, placement, addition to or alteration of any such improvements on any lot. In the event the Committee fails to approve or disapprove such plans and documents in writing within thirty (30) days after receipt of the request by the Committee for approval, such plans and documents shall be deemed approved in so far as the requested improvement is not otherwise prohibited by the covenants and this requirement of these restrictions shall be considered as failure to reject the requested plan **SHALL NOT BE DEEMED A WAIVER OF ANY COVENANT CONTAINED HEREIN AND THE REQUESTING PARTY MUST COMPLY WITH ALL THESE COVENANTS OTHERWISE.** Construction, once approved, must be completed within one hundred-eighty days (180) of approval; if the construction is not completed timely, the approval granted will be void. The thirty (30) day time period begins when the plans, specifications and site plan are received by the Committee; thereafter any denial must be deposited in the mail, postage prepaid within thirty (30) days. If the person requesting approval by the Committee provides a facsimile number, approval or denial of the request may be delivered by facsimile.

During the period that Declarant owns any lot, the Architectural Control Committee for approval or disapproval of the erection, placement, additional or alteration of buildings, landscape and other improvements shall be composed of Jesse T. Murphy, Doug Carpenter, and Ricke Barnett. In the event of resignation or removal of any member of the Architectural Control Committee, while Declarant owns any lot, Declarant shall appoint a successor to fill the vacancy on the committee. Declarant may, at Declarant's sole choice, assign Declarant's right to appoint members to the Architectural Control Committee created in this Article 2 to the Board of Directors of the Association or to a successor Declarant. If Declarant assigns its right to appoint members of the Architectural Control Committee, the Architectural Control Committee shall be increased to three members. The person or entity empowered to appoint members to the Architectural Control Committee are also empowered to remove and replace members of the Architectural Control Committee.

The Architectural Control Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any

covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Control Committee shall have the authority to determine and publish reasonable standards for materials, colors and design for improvements, from time to time, as the Architectural Control Committee see fit. The Committee shall have the authority to designate one or more members of the Committee to respond on behalf of the entire Committee.

Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of the restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts or failure to act hereunder, it being understood and agreed that any remedy be restricted to injunctive relief and no other. The members of the Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant. The Architectural Control Committee and its members do not represent or warrant that any approved construction meets any building standard, will increase the value of any property, or will cause no harm to neighboring properties. All improvements are constructed at the sole risk of the lot owner.

If the Architectural Control Committee shall determine that the complexity of a request for architectural approval so warrants, the Architectural Control Committee may retain an architect and/or engineer for assistance and advice; in this event, the reasonable costs of such architect and/or engineer shall be paid by the party requesting architectural approval.

The initial mailing address of the Committee is 21232 Gathering Oaks, San Antonio, Texas 78258. The mailing address may be changed by recording notice of change of address in the Official Public Records of Real Property in Guadalupe County, Texas.

### **ARTICLE 3. DWELLING SIZE AND MATERIALS**

Any dwelling situated on any lot must contain a total living area of not less than 900 square feet of living area, exclusive of open or screened porches, terraces, driveways, garage, garage apartment or servant's quarters or other approved accessory building or structure. All exterior building materials are subject to approval by the Architectural Control Committee.

From time to time, the Architectural Control Committee may publish a memorandum of approved materials and colors that are deemed acceptable to the Committee for use within the Subdivision subject to this Declaration.

### **ARTICLE 4. LOCATION OF BUILDINGS AND IMPROVEMENTS ON LOTS**

No part of any building shall be located nearer to any street boundary line of any lot than the building setback line or limiting lines shown on the recorded plat of the aforementioned subdivision. No part of any building shall be located within five (5) feet of

any interior lot boundary line, unless ten (10) feet separates the two homes. If two lots are joined together as a single residential unit, the interior lot line between the joined lots shall be disregarded for placement of the residence and other structures. For the purposes of these restrictions, the front line of each lot shall be the shortest boundary line thereof abutting a dedicated street as shown by the recorded subdivision plat. The residential dwelling on each lot in the aforementioned subdivision shall face the front of the lot. Roof overhangs not exceeding 24", window boxes, and fireplace extensions shall be deemed "architectural features" and shall not be deemed "part of any building" as used herein for building location purposes. No building or improvement shall impair the use of any easement provided in the Plat of the subdivision or dedicated by instrument. All private driveways shall be constructed of concrete and conform to specifications of governing authorities at the time of construction.

No structure or improvement of any kind shall be placed between the front set back line and the front property line except landscape materials and landscape related improvements as may be approved by the Architectural Control Committee in its sole discretion. No structure or improvement of any kind shall be placed between the front property line (or side property line on corner lots) and the curb. Notwithstanding the foregoing, the Architectural Control Committee may, but is not obligated to, approve mailboxes and lighting in the area between the lot boundaries and the curb.

The Architectural Control Committee shall have the power to waive the set back line requirements as a predicate to Architectural Control Committee approval upon a finding by the committee that such waiver will not create an unreasonable burden upon the subdivision and that there is sufficient need for such waiver. Such waiver shall not alleviate the requirements of any building code or governmental regulation, shall be applied to each specific situation and shall not be deemed a waiver of any fixture enforcement. No waiver shall be effective unless the appropriate governmental authority approves an applicable variance.

#### **ARTICLE 5. DRAINAGE**

The owner of each lot shall maintain the original drainage design and construction of drainage on the residential lot. The original drainage design and construction shall not be altered without prior approval by the Architectural Control Committee; also during the first ten (10) years of the existence of each lot, no approval for alteration of the drainage design or construction of any lot shall be effective unless Declarant has given its written approval of such change. Declarant shall have no liability of any kind for its approval or rejection of any request for alteration of drainage. The owner of the lot upon which drainage is altered shall have the sole responsibility for any damages arising therefrom. No landscape plan or design, which would have the effect of altering the drainage of any individual lot to hold water or would increase the flow of water to another lot, may be approved. Each property owner is solely responsible for changes to the drainage upon each owner's property, including but not limited to damages to such owner's property and surrounding properties.

**ARTICLE 6. UTILITY AND DRAINAGE EASEMENTS**

All easements for utilities and drainage shall be kept clear of improvements or structures of any kind and no trees, shrubs, berms or other obstructions may be placed upon such easements in such a manner as would in any way limit the intended use of the easements. In this regard, neither the Declarant, nor the hereinafter named Association, nor any utility company or drainage authority using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property which is located within the area covered by said easements.

**ARTICLE 7. PROHIBITED STRUCTURES**

Mobile homes and modular homes are prohibited on any lot, whether or not wheels are attached. Except where preempted by federal or state law or regulation, no antenna of any kind may be placed, kept or maintained on any lot except (a) a "wire" or "tube" antenna for receiving usual and ordinary AM-FM radio and television signals, which antenna must be contained within the attic space of the residence, and (b) "dish" or "satellite" receiver, of not greater than one (1) meter in diameter, to be installed only on the side or back of the house, not to exceed the height of the tallest part of the house structure, unless such location will not allow adequate reception of electronic signals or will cause unreasonable additional cost or delay. No broadcast antenna or antenna used for output devices may be placed outside any residence. No patio cover may be erected on the side of any residence if such construction will be within fifteen feet (15') of the adjoining residence. No clothesline shall be constructed unless concealed from general view by fences, buildings and/or landscape as may be required by the Architectural Control Committee. No flag poles, skateboard ramps, or other athletic apparatus may be erected, maintained or placed, at any time, in front of the front building setback line established by the recorded plat. Without limiting the foregoing limitations, no portable building, tent, shed, barn, basketball goals or other portable structure of any nature shall be placed on any lot without approval by the Architectural Control Committee; provided, however, that a temporary office, flag poles, signs and work-shed may be placed upon a lot by a home building company, without such approval for use in connection with the erection and/or original sale of dwellings in the aforementioned subdivision, but such temporary office, flag poles, signs and work-shed shall be removed at completion of the erection or sale of the dwellings, whichever is applicable. Any such permitted temporary structure shall never be used for residential purposes.

**ARTICLE 8. PROHIBITED ACTIVITIES**

Except as provided elsewhere in these covenants, no business or service activity of any kind shall be conducted on or from any lot or from any improvements situated thereon, whether activity be for profit or otherwise. The lots and buildings may be used for noncommercial residential uses only. No lease or rental of any residence may be for a period of less than ninety (90) days.

No noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance to the subdivision neighborhood shall be permitted on any lot, nor shall any illegal activity be permitted on any lot. No activity intended as a harassment of any owner shall be allowed. Violation of any order of the State of Texas, any state agency, or political subdivision, or any municipal ordinance, state law or federal law shall be deemed a nuisance and subject to enforcement as provided herein.

In the interest of public safety, streets and roadways shall not be used as playgrounds or recreational areas.

#### **ARTICLE 9. MINING AND MINERAL OPERATIONS**

No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any lot.

#### **ARTICLE 10. GARBAGE AND OTHER WASTE**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and such substances shall not be kept or stored upon any lot, except that the garbage and other waste accumulated from normal household operations may be kept temporarily for purposes of ordinary waste collection. All such waste substances being kept on a lot pending collection thereof shall be kept in closed sanitary containers with closed tops or lids or in plastic bags with the tops thereof securely closed. Any such containers shall be hidden from general view except when awaiting collection on a regularly scheduled collection day. The temporary location of such containers pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter named Architectural Control Committee. All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition. All waste containers shall be placed for collection on the same day as pickup is scheduled, and in compliance with all applicable ordinances, rules and regulations.

#### **ARTICLE 11. ANIMALS**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two dogs and/or two cats may be kept provided that they are not kept, bred or maintained for commercial purposes. All pets must be attended and on a leash except when within the confines of a residence or fenced area; no pet shall be allowed to roam the subdivision. Incessant barking or howling of pets shall be deemed a nuisance and is prohibited.

The owner and custodian of each pet shall immediately remove the excrement of his/her pet from yards, streets, sidewalks, common areas (if any) and rights-of-way. No animals may be kept on the front yard unattended, whether kept on a staked leash or not, and must comply with local ordinances.

**ARTICLE 12. EASEMENTS**

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and additional drainage easements are reserved over the rear five feet (5') of each lot and along and parallel to the side property line(s) five feet (5') in width. Within these easements, no structure, planting or other material shall be placed or permitted to remain so as not to damage or interfere with the installation, performance, and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**ARTICLE 13. FENCES, WALLS AND HEDGES**

Declarant has caused or may, but is not obligated to, cause the construction of a masonry, wood or metal fence, along certain portions of lot boundary lines which are common with boundaries of Unrestricted Reserves, if any, boundaries of the subdivisions, boundaries of the easements and rights-of-way, as may be shown on the aforesaid plat.

The obligation to maintain, repair and replace the aforescribed fence, along the above specified lot boundaries or portions thereof, shall be appurtenant to the ownership of the lots and shall be a covenant running with the land and with respect to each of said lots. Except as specified under the immediately preceding sub-paragraph of this Article 13, no fence, wall, gas meter or other structure, nor any hedge or other mass planting, shall be placed or permitted to remain on any lot at a location between any boundary of such lot which is adjacent to any street or streets and the building set-back line related to such lot boundary (as shown on the recorded plat of the aforesaid subdivision), unless such structure or mass planting and its location shall be approved by the Architectural Control Committee.

Fences and fence type walls shall be generally six feet (6') in height above ground level, unless otherwise approved by the Architectural Control Committee, and the surface of any such fence or wall shall be faced with wood, brick or stone, or some other material approved by said Architectural Committee. No fence shall be placed between the building set back and street as shown on the plat of the lots. The foregoing notwithstanding, all fences and gates facing a public street or roadway shall be constructed of masonry, wrought iron or vertical, solid cedar, spruce, or other wood approved by the Architectural Control Committee. All wood fences and gates shall be left natural or covered with a natural clear stain or a clear wood preserver that does not alter the color or natural appearance of the wood. Colors for masonry and iron portions of all fences shall be determined by the Architectural Control Committee, considering harmony with the existing residence. All wood fences and gates must be solid in appearance; the design of masonry and iron portions of all fences shall be subject to

approval by the Architectural Control Committee. Wood fences and wood gates shall not be of "open" picket or "rail" design

#### **ARTICLE 14. TRAFFIC SIGHT BARRIERS**

No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines of such lot and a line connecting such property lines at point located on each said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended; nor shall any such obstruction be placed or permitted to remain on any lot within the triangular area formed by the street property line of such lot, the edge line of any driveway or alley pavement, and a line connecting said lines at points located on each of said lines at a distance often (10) feet from the point at which said lines intersect or would intersect if extended.

#### **ARTICLE 15. CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH**

The owners and occupants of each lot shall at all times keep all weeds or grass thereon cut or trimmed in a reasonable neat manner, and shall in no event permit an accumulation of garbage, trash, rubbish or other waste of any kind to remain thereon and shall keep and maintain adequate ground cover to protect against soil erosion. The owner and occupants of each lot shall at all times keep the curb lines and gutter lines, along the streets adjoining their property lines, free of grass, weeds and overgrowth. No lot shall be used for storage of material and equipment except for normal residential requirements or incidental to construction of improvements thereon as herein permitted.

#### **ARTICLE 16. SIGNS OR BILLBOARDS**

The Owner of a lot shall be entitled to display one sign thereon from time to time for purposes of selling or renting the property; provided, that each face of such sign shall be rectangular in shape and shall not exceed five (5) square feet in surface area, and that the content of such sign be limited to the words "Sold", "For Sale", or "For Rent", the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only". No "For Sale" or "For Rent" sign shall be displayed unless a telephone number, where daytime inquires can be answered, is listed in numbers readable from the curbside. No "For Sale" or "For Rent" sign shall be displayed for any purpose other than a bona fide offer to sell or to rent the property upon which the sign is located. No "Sold" signs shall remain on a lot more than two (2) weeks after completion of the sale. In addition, during the period of lot sales and construction of new residences, Builders maintaining a sales or construction office within the subdivision, or areas duly annexed, Declarant and Builders with consent of Declarant shall have the right to place directional signs and other "Sold" and "For Sale" signs (not exceeding eight square feet in size) that do not contain the telephone number of the builder and other

marketing signs, provided such signs are approved in writing by the Architectural Control Committee.

For purposes of security and safety, the Board of Directors shall have the authority to approve the installation of one sign on each lot noting the existence of a residential security system; no such sign shall be placed greater than two (2) feet from the residence, and no sign or sticker shall be installed without the size, shape, color, and material being first approved by the ACC.

The Association may place signs on lots noting special accomplishments, such as awards for "Yard of the Month", Christmas decorating, and landscape.

No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained within subdivision boundaries without first having obtained the consent in writing of the Board of Directors of the hereinafter named Association, which consent may be withheld without cause and which consent may not be given unless the Board finds that the sign will create a benefit for the general membership of the Association. Said Board of Directors of the Association shall have the right to remove any unpermitted sign, advertisement, billboard or structure which is erected or placed on any lot or adjacent easement or right-a-way without such consent, and in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

No sign shall be displayed on any motor vehicle, trailer, bus, boat, camper or related means of transportation, except for commercial vehicles upon which the may appear: (1) the name of the business owning or leasing the vehicle, (2) the street address of the business owning or leasing the vehicle, (3) the telephone number of the business owning or leasing the vehicle, (4) any license number of the business owning or leasing the vehicle required by a regulatory authority, and (5) any logo of the business owning or leasing the vehicle. As used herein the term "commercial vehicle" shall mean a motor vehicle that (1) is owned or leased by a business, (2) is utilized solely in the furtherance of the business purpose, (3) is utilized solely for transporting equipment, parts and tools used for the business purpose, (4) is covered by a policy of insurance as a commercial vehicle, and (5) is not used for general transportation of the primary driver. No sign of a temporary nature, i.e. magnetic or easily removed and replaced, shall be allowed.

No sign of any kind shall be placed or allowed to remain on any private street, public street, or right-of-way.

The provisions of this Article 16 may be enforced at anytime by any person or entity named, referenced or identified on any sign.

**ARTICLE 17. MISCELLANEOUS VEHICLES AND EQUIPMENT**

No automobile, truck, camper, motor home, mobile home, boat or other vehicle, trailer, machinery or equipment of any kind shall ever be parked in public view on any lot or on any street right-of-way, easement or common area adjacent to any lot, except for temporary parking (not to exceed 48 hours) incident to the contemporaneous use of such object or as otherwise approved by the Board of Directors of the hereinafter named Association, nor shall any such object be left parked or stored on any lot or on any adjacent street right-of-way, easement or common area.

Without limiting the foregoing, it shall be presumed that any vehicle that does not have attached a current license plate and current safety inspection sticker (if required by statute) or has one or more flat tires, or is otherwise disabled or partially disassembled, is a vehicle stored in violation of this Article 17.

No automobile, truck, camper, motor home, mobile home, boat, or other vehicle, or any part thereof, or trailer, machinery or equipment of any kind shall be placed, kept, parked or stored upon any unpaved portion of any residential lot. No motor home, camper, boat, trailer, or other vehicle of height greater than nine (9) feet shall be kept or stored on any lot or on the street adjoining any lot or common area.

Motorcycles, motorbikes, motor scooters, motorized bicycles, and other motorized vehicles shall not be operated on any lot or operated from any lot over the streets of the aforementioned subdivision unless such vehicle is operated by a state licensed driver and such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in such a way as to constitute a nuisance or danger.

**ARTICLE 18. MAINTENANCE OF RESIDENTIAL LOT**

All dwellings, fences, walls and other approved structures must be kept in a reasonable good state of painting and repair, and must be maintained at the cost of the homeowner so as not to become unsightly.

In addition to rights, powers and remedies granted by law, in the event of default on the part of the owner or occupant of any lot in observing the requirements set out in Articles 1 through 18 above, or any of them, and the continuation of such default after ten (10) days written notice from the hereinafter named Association of the existence of such default, said Association, upon approval by the Board of Directors, may enter upon said lot through its agents, without liability to the owner or occupant in trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge the owner or occupant of such lot for the cost of any such work or thing. The owner or occupant of each lot agrees, by the purchase or occupation of the lot, to reimburse the Association immediately upon receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof and any attorney fees and court costs added to the annual maintenance charge assessed by the Association against such lot and become a charge

thereon and be collected in the same manner as the regular annual maintenance charge provided for in these Restrictions.

**ARTICLE 19. MAINTENANCE ASSOCIATION. MAINTENANCE CHARGE. AND SPECIAL ASSESSMENTS**

Declarant shall cause or has caused to be organized under the laws of the State of Texas a non-profit corporation named GATEWOOD OWNERS ASSOCIATION, INC., (herein sometimes referred to as the "Association"), which organization shall have the power of (1) assessing and collecting the annual maintenance charge specified herein, (2) managing Association funds and arranging for the performance of the services contemplated and making payment therefore, out of said funds, (3) the establishment and enforcement of rules and regulations affecting the operation, use and enjoyment of common area facilities, (4) for acquisition and use of personal property, (5) for collection of assessments, (6) for maintenance of rights-of-way within, or adjacent to the subdivision, and (7) the general operation of the business of the Association. In this regard, said Association shall have all the powers granted by the Texas Non-Profit Corporation Act.

Each residential lot in the aforementioned subdivision is hereby made subject to an annual maintenance charge for the purpose of creating subdivision maintenance and improvement fund, funds to operate and manage the Association authorized herein, and one or more reserve funds. Such maintenance charge shall be due and payable at closing and paid quarterly thereafter. The initial assessment period shall be the remaining portion of the particular calendar year in which the aforesaid notice is given by the Association commencing with such notice date. Thereafter, the maintenance charge shall be assessed annually against each lot as of January 1st of each succeeding calendar year to cover the full calendar year commencing with the particular assessment date. A statement reflecting the amount of the assessment with respect to each lot shall be mailed or otherwise delivered to each lot owner as soon as practical after each assessment date. The amount of each assessment shall be paid by the owner of each lot (or the holder of the mortgage on such lot, if applicable) to the Association in advance on January 1, each year, or within fifteen (15) days after the statement covering such assessment has been mailed or otherwise delivered to the lot owner (or the holder of the mortgage on such lot, if applicable), whichever last occurs. Any maintenance charge assessed hereunder and not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

The maximum allowable annual maintenance charge on each residential lot from and after the date such charge is first assessable against such lot shall be as follows:

- (a) For any assessable period within, the calendar year 2005, the maximum allowable annual maintenance charge on each lot subject to these Restrictions shall be the sum of Three Hundred Dollars (\$300.00).

For any assessable period within the calendar years next succeeding the calendar year 2005, the maximum allowable annual maintenance charge for each particular calendar year shall be calculated and determined as follows: The average of the Consumer Price Index (all items, Texas area, covering All Urban Consumers, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, or the most nearly comparable successor index published by any governmental agency, over the most recent twelve months for which information is available at the time of making the annual maintenance charge applicable to the particular calendar year shall be determined (the "current period average"), the average said index over the twelve months of the calendar year 2005 shall be determined (the "base period average"), the maximum allowable annual maintenance charge for the particular calendar year of determination shall be an amount equal to Three Hundred Dollars (\$300.00), as increased by the same percentage that the aforesaid "current period average" (adjusted to the nearest one-tenth of one percent) or the amount of Three Hundred Dollars (\$300.00) increased at the rate of ten percent (10%) per year, compounded annually, from the date of the initial annual maintenance charge, whichever is greater. If the aforesaid Index for All Urban Consumers was not published for any period of time involved in any determination of a possible increase in the annual maintenance charge as aforesaid, then the Consumer Price index (all items, United States City Average) previously published by the Bureau of Labor Statistics shall be used for such period of time.

(b) If any lot shall be subject to the aforesaid maintenance charge for less than a full calendar year, then the assessment for any such partial year shall be calculated on a pro rata basis.

(d) The foregoing notwithstanding, it is specially provided that so long as any lot does not have a dwelling thereon, which is substantially completed and ready for occupancy, the maintenance charge applicable to such lot shall be one-fourth of the charge then assessed under the foregoing provisions. At such time as a dwelling on any lot becomes substantially completed and ready for occupancy, any additional amount of maintenance charge due for the particular calendar year shall be paid to the Association within fifteen (15) days after closing.

In recognition of the possibility that it may be desirable that the Association be able to levy a special assessment from time to time by action of the Board of Directors of the Association for the purpose of defraying all or part of the cost of any construction, repair or replacement of capital improvements upon any common area currently owned or which may be, annexed hereunder and which is dedicated for the use and benefit of the members of the Association (including fixtures and personal property related thereto), the following described procedure is hereby established for imposing any special assessment for such capital improvements, to-wit:

(1) A special meeting of all members of the Association shall be called in accordance with all regular requirements for a special meeting of the members, provided that written notice of any such meeting shall be given to all members specifying that the purpose of the meeting is to vote on a proposed special assessment for defraying the cost of proposed capital improvements (which are to be generally described in the notice), and further provided that such notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days prior to the date of such meeting.

(2) The first special meeting of the members called for the purpose of approving the levy of a particular special assessment shall require the presence at the meeting (either in person or by proxy) of members entitled to cast at least fifty-one percent (51%) of all votes of each class of membership in the Association in order to constitute a quorum for valid action. If the required quorum is not present at such first called meeting, another special meeting may be called with respect to that particular special assessment, subject to the same notice requirement and the required quorum as at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(3) At least sixty seven percent (67%) of a valid quorum of votes of each membership represented at the meeting (either in person or by proxy) must have voted in favor of any special assessment for capital improvements before such special assessment will be effective.

The services or things which may be furnished and paid for by the Association out of the maintenance fund include the acquisitions and operations of common area property, if any, for recreational or other purposes and the construction, installation, operation, maintenance, repair and replacement of any facilities or improvements placed thereon (subject to the limitations herein set forth with respect to expenditures for such purposes), street lighting, trash removal, fire, police and security patrol services, installing, maintaining, and replacing shrubbery, plants, grass, trees, monuments (whether located within Gatewood Subdivision, Unit 1, areas annexed to the Association, or located on rights-of-way at the entrance of the Gatewood Subdivision, Unit 1, areas annexed to the Association and other landscaping or decorative improvements on any common area, easement granted for benefit of the Association, or any neighboring rights-of-way, fogging for insect control, paying legal and other expenses for the enforcement of the provisions of these Restrictions, paying all taxes assessed against the Association's property, and any and all other services or things which the Board of Directors shall deem necessary or desirable for the maintenance and improvement of the aforementioned subdivision, it being expressly provided that the Association shall not be limited to the particular items set forth above, nor shall the Association be required to furnish and pay for any of said particular items. Also, the Association shall be under no

obligation to continue to furnish and pay for any particular service or thing after the commencement thereof. The Association shall provide liability insurance for all directors and shall indemnify officers and directors for all uninsured losses relating to acts as directors except criminal acts.

The proceeds of the maintenance charge provided for herein shall not be used to reimburse Declarant, or its successors in interest, for any capital expenditure incurred by Declarant in the construction of or other improvements of common area recreational facilities, monuments or landscape, if any, situated within or outside the boundaries of the subdivision, nor shall any expenses or operation or maintenance of such facilities which have been installed by Declarant be paid for with maintenance charge proceeds prior to the conveyance of such facilities, fully completed and unencumbered, to the Association, unless such payment is with any required approval and consent of the Federal Housing Administration or the Department of Veterans Affairs.

The Association shall be authorized under its Articles of Incorporation to also provide maintenance services similar to those contemplated herein for the benefit of subsequently developed residential subdivision areas in which the lots are made subject to deed restrictions providing for the establishment of a maintenance charge uniform with that specified herein and which are otherwise substantially the same as these Restrictions, provided such subdivision areas are duly annexed as provided herein.

In this regard it is specifically provided that, if additional residential subdivision areas are duly annexed to the aforementioned subdivision in the manner herein provided, the officers and directors of the Association shall be entitled to combine maintenance charge moneys received from lots situated in the several subdivision areas it may be serving into a single fund and provide and pay for services on behalf of all subdivision areas being served by the Association without the necessity of any allocation to particular lots or subdivision areas. The owner of each lot affected hereby shall be deemed to have agreed to this provision by his acceptance of a conveyance or other transfer of title to such lot.

Should additional common area be acquired, each lot owner shall have a right and easement of enjoyment in and to any common area which may be subsequently acquired or annexed to the aforementioned subdivision and dedicated for the use and enjoyment of the members of the Association, which right and easement shall be appurtenant to and shall pass with the title to each lot, subject to the following:

- (a) the right of the Association to charge reasonable admission and other fees and to establish reasonable rules and regulations covering the use of the common area and any recreational facility situated upon the common area;
- (b) the right of the Association to suspend a member's voting rights and rights to the use of the common area and any recreational facilities thereon for a period of time during which any fees or assessments against such

member's lot remains unpaid, and to suspend such rights for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the common area or any common area facilities to any public agency or authority having the same or similar purposes as the association, subject to such conditions as may be reserved in the dedication or transfer. No such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by at least sixty seven percent (67%) of the members in each class of membership in the Association and has been recorded; and

(d) the right of any lot owner to delegate his or her right and easement of enjoyment in and to the common area and common area facilities to the members of his or her family, tenants, or contract purchasers who reside on the property, in accordance with the By-Laws of the Association.

Without requirement of consent by membership of the Association, Declarant may annex, by recordation of a declaration of annexation executed by Declarant, all or any portion of any property which adjoins Gatewood Subdivision, Unit 1, or is separated only by a public right-of-way. Other additional residential subdivision areas and common areas may be annexed to Gatewood Subdivision, Unit 1, with the consent of sixty-seven percent (67%) of the votes of each class of membership of the Association.

A lien is hereby established on the lots subject to these restrictions to secure the payment of the maintenance charge established hereby, and all present and subsequent owners of said lots should convey such lots with an appropriate reference to the recordation of these restrictions in the Official Public Records of Real Property of Guadalupe County, Texas, together with a recitation that said lien has been retained against each lot for the benefit of the Association. The owner or owners of any lot subject to these restrictions shall be deemed to have covenanted and agreed to pay the aforesaid maintenance charge by acceptance of a conveyance or other transfer of title to such lot, even though the reference and recitation referred to above is not made. Each Class "A" owner acknowledges that the lien for assessments created herein was in existence prior to the acquisitions of a lot by such Class "A" members. Upon the transfer of ownership of any lot, the Seller and Buyer of said lot must promptly notify the Association of the name and mailing address of the new owner. The address for mailing documents to the Association is 21232 Gathering Oaks, Suite 103, San Antonio, Texas 78258, and may be changed by recording of notice in the Official Public Records of Real Property in Guadalupe County, Texas.

The aforesaid lien shall secure payment of the maintenance charge and all past-due interest which may accrue thereon, together with all reasonable expenses, costs, and attorney's fees which may be incurred in connection with the collection thereof Said lien

shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner(s) of each lot.

Every person or entity owning of record either the entire fee title or any undivided interest in the fee title to any residential lot situated in the aforementioned subdivision, or in any other area duly annexed thereto and brought under the jurisdiction of the Association as hereinafter provided, shall be a member of such corporation. The foregoing is not intended to include persons or entities holding an interest in a lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of such lot.

The Association shall have two classes of members with voting rights as follows:

Class A Members shall be all of the owners, other than the Declarant, of residential lots situated in the aforementioned subdivision and in any other area duly annexed thereto, as hereinafter provided. Voting rights of Class A members shall be limited to one vote for each lot owned. If any lot is owned by more than one person or entity, all such persons or entities shall be members and the vote to which such lot is entitled shall be exercised as the owners of such lot may determine among themselves.

Class B Member or Members shall be the Declarant and any other developers of any other subdivision areas duly annexed to the aforementioned subdivision as herein after provided. The Class B membership shall be entitled to three (3) votes for each residential lot owned until such time as the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or on December 31, 2015, whichever date occurs the earliest. After the earliest to occur of the foregoing dates, the voting rights of the Class B membership shall be automatically converted to one (1) vote for each lot owned, the same as the Class A membership. It is specially provided, however, that at any time, other subdivision areas are duly annexed to the aforementioned subdivision in the manner hereafter set out, the voting rights as to lots owned by the Class B membership shall (if previously converted to one vote per lot) automatically revert to three (3) votes for each lot owned until such time as the total votes outstanding in the Class A membership throughout the aforementioned subdivision and any duly annexed area, collectively, shall equal or exceed the total votes outstanding in the Class B membership throughout such total area, or until December 31, 2015, whichever date occurs the earliest, at which time Class B voting rights shall be automatically converted to one (1) vote for each lot owned. The initial board of Directors of the Association has been or will be appointed by Declarant and is to be composed of Doug Carpenter, Ricke Barnett, and Jesse T. Murphy. Further, Declarant may remove appointed directors and appoint successor directors at any time.

The aforesaid appointed Board of Directors shall hold office until such time as at least 25% of the lots in the aforementioned subdivision are owned by persons or entities other than the Declarant of such subdivision, at which time the initial Board of Directors shall, as soon as practical, call a special meeting of only the Class A members of the corporation for the purpose of holding an election to elect a director to replace one of

said initial directors (the retiring director to be determined by Declarant), said director so elected to serve until the next regular annual meeting of the members of the corporation. The two remaining members of the initial Board of Directors shall continue to hold office until such time as the voting rights of the Class B membership of the corporation shall be automatically converted to the same voting rights as the Class A membership (as specified above and in the Articles of Incorporation), at which time the Board of Directors shall, as soon as practical, call a special meeting of all members of the corporation for the purpose of holding an election to select another Director to replace one of the two remaining members of the appointed Board of Directors, said Director so elected to serve until the next regular annual meeting of the members of the corporation. The then-remaining member of the appointed Board of Directors shall continue to hold office until such time as the Class B members have sold to other persons or entities all residential lots in the aforementioned subdivision and in any other areas duly annexed thereto (as herein provided).

In case of the resignation, death or incapacity to serve of any appointed director during the period for which such director is to hold office, Declarant shall appoint a successor to serve the balance of the term of office of said director.

At each regular annual meeting of the members of the corporation prior to the conversion of the voting rights of Class B membership to the same voting rights as the Class A membership, the Class A members only shall elect for a term of one year the one director that the Class A membership separately is then entitled to elect, as provided above. At each regular annual meeting of the members after the voting rights of the Class B membership have been converted hereunder to the same voting rights as the Class A membership, the total membership shall elect for a term of one year the two directors that the membership is then entitled to elect. At the first regular annual meeting of the members after the Class B members have sold to other persons or entities all residential lots situated in the aforementioned subdivision (and in any other subdivision areas duly annexed thereto as hereinafter provided), all members of the corporation shall elect at least one director for a term of one year, at least one director for a term of two years, and at least one director for a term of three years, and at each regular annual meeting thereafter the membership shall elect at least one director for a term of three years. After the Class B membership is dissolved, the members may elect to increase the number of directors to five (5).

In the case of the resignation, death or incapacity to serve of any of the aforesaid directors elected to office, by the members of the corporation, a special meeting of the members entitled to elect such director shall be called to elect a successor to serve the balance of the term of said directors.

Any director elected, by the members of the corporation, may be removed from the Board, with or without cause, by a majority vote of those members of the corporation who were entitled to vote for the election of such director, and in the event of such removal of a director, a successor shall be elected to serve for the unexpired term of such

removed director by a special election to be held by those members of the corporation who were entitled to vote for the election of the director so removed.

No director shall receive compensation for any service he may render to the corporation. However, any director may be reimbursed for his actual expenses included in the performance of his duties.

The By-Laws of the aforesaid corporation shall provide that any and all members of the Association shall have the right to inspect the financial books and records (with the exception of any personal files of each member) of said corporation at its principal offices at all reasonable times.

If the corporation, provided herein, should dissolve for any reason, the ownership of any common area and Association property shall immediately be conveyed to the owners of all lots within the subdivision in equal shares based upon a per lot distribution, of an undivided interest, UNLESS the Board of Directors has, with appropriate board resolution, conveyed the common area, if any, and Association property to a municipality or other governmental entity for public use.

#### **ARTICLE 20. RIGHTS OF MORTGAGEES**

It is specially provided that the lien hereby created to secure the payment of the maintenance charge specified in these restrictions shall be subordinate to and shall not affect the enforcement of any vendor's lien or deed of trust lien now of record or which may hereafter be placed of record against any lot covered hereby and/or any improvements located thereon. However, such lots shall nevertheless remain subject to said maintenance charge, and the sale or transfer of any lot pursuant to foreclosure of any such superior lien shall extinguish the lien securing the maintenance charge only as to any maintenance charge attributable to such lot for the period of time prior to such sale or transfer, and said lien shall apply on a pro rated basis, by calendar days, thereafter.

#### **ARTICLE 21. TERM OF RESTRICTIONS**

These restrictions are to run with the land, and shall be binding upon and inure to the benefit of the Declarant and the Association, their respective successors and assigns, and all future owners of the residential lots located in the aforementioned subdivision until December 31st of the year 2035 A.D. The aforescribed initial term of these restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Guadalupe County, Texas, at least six (6) months prior to said initial expiration date or the expiration of any ten (10) year extension period. Any such instrument of revocation must be executed by the then owners of at least sixty-seven percent (67%) of the collective number of restricted lots situated in the aforementioned subdivision and any other residential

subdivision area which has been duly annexed thereto as specified herein and approved by the lenders holding mortgages on at least sixty-seven percent (67%) of the lots.

**ARTICLE 22. ENFORCEMENT OF RESTRICTIONS**

Lot owners, the Board of Directors of the aforesaid Association, Declarant (until all lots subject hereto have been sold or otherwise conveyed to persons or entities other than commercial homebuilders) and/or the Association itself shall all have the right, power and authority, without requirement of joinder of the other, to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these restrictions. Also, the Association, acting through its Board of Directors, shall have the right to bring an action at law to foreclose the lien hereby established to secure the payment of the aforesaid maintenance charge if any lot owner fails to cure any such default within thirty (30) days after notice thereof from the Association. Notice shall be deemed given three days after deposit in the United States Postal system, postage prepaid, written notice, of when actual written notice is delivered, whichever first occurs. The plaintiff in any of the aforescribed proceedings shall be entitled to recover from the defendant in such actions all reasonably necessary costs and expenses attendant upon bringing such action, including reasonable attorney's fees. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any lot covered hereby acceptance of a conveyance or other transfer of title to such lot.

Invalidation on one or more of the provisions of these Restrictions, by court order or otherwise, shall in no way affect any other provision hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

Enforcement of this Declaration shall be governed by the applicable provisions of the Texas Property Code, including but not limited to the Texas Residential Property Owners Protection Act. Should any provision of this Declaration be determined in conflict with the Texas Property Code, such provision shall be reformed to provide the greatest possible intention of Declarant and all other provisions, terms and conditions hereof shall remain in full force and effect.

**ARTICLE 23. ASSIGNMENT BY DEVELOPER AND MAINTENANCE ASSOCIATION**

The Declarant may at any time assign to the Association any and all rights reserved to Declarant hereunder, except the right to annex certain properties as provided in Article 19. Any such assignment shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Guadalupe County, Texas. If not previously assigned, all such rights reserved to Declarant hereunder shall automatically vest in the Association when all lots covered by these Restrictions have been sold or otherwise conveyed from Declarant to other persons or entities except the right to annex certain properties as provided in Article 19.

The Association may at any time assign or delegate to a committee or designated representative any and all approval rights reserved to the Association hereunder. Any such assignment or delegation shall be evidenced by a resolution of the Board of Directors of the Association.

#### **ARTICLE 24. AMENDMENT OF RESTRICTIONS**

These restrictions may be amended at any time prior to the termination hereof by recorded instrument in the Official Public Records of Real Property of Guadalupe County, Texas, an instrument signed by the then owners and lienholders of at least seventy-five percent (75%) of the collective number of restricted lots situated in the aforementioned subdivision and in any other residential subdivision area which has been duly annexed thereto as specified herein, with the joinder or written approval by the first mortgage lienholders, holding liens upon at least seventy-five percent (75%) of the lots, and signed by Declarant for so long as Declarant owns any Lot subject to this Declaration.

Declarant reserves the right in its sole discretion to amend, alter, delete, or remove these restrictions without the consent of Owners so long as Class B membership exists, where such amendment, alteration, deletion or removal is in the best interests of the Owners as determined by Declarant in its sole discretion. The sole restriction on Declarant's ability to amend the Declaration in this fashion is that the amendment must not be illegal or against public policy. Without limiting the foregoing, Declarant may amend this Declaration to cure any scrivener's error, to cure any violation of the law, rule or regulation, or to bring the Declaration in conformity with the guidelines established by VA/FHA/HUD or any other regulatory agency.

#### **ARTICLE 25. ANNEXATION AND SPECIAL CONSENTS**

Additional lands may become subject to this Declaration in the following manners:

(a) **Additions by Declarant.** The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within ten (10) years from the date of this instrument; provided that such additions share a common property boundary or are separated by a right-of-way or easement from other property subject to this Declaration. Declarant, its successors and assigns, shall not be bound to make any additions to the Property. Any additions authorized under this and the succeeding subsections shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to the additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complimentary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. The document may contain different classes of membership and/or land uses. In no event, however, shall any such instrument be

construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Property.

(b) Other Additions. The owner of any property who desires to add the scheme of this Declaration and to subject it to the jurisdiction of the Association, may make written submission there for to the Association together with the following:

(1) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

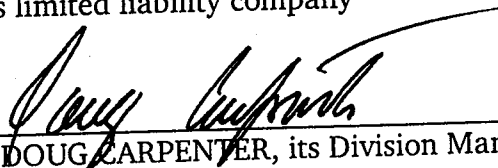
(2) The proponent shall describe the nature and extent of common facilities to be located on the proposed property and shall describe any mortgage debt related to the common facilities or other debt which he seeks the Association to assume;

(3) The proponent shall state that the proposed additions, if made, will be subject to the general scheme of this Declaration and all Association assessments.


Upon such submission and subject to the Association's later review and approval of a proposed form of Declaration of Covenants, Conditions and Restrictions for the proposed property, the Association shall vote by class on the proposal. Two-thirds (2/3) approval of the total votes of each class of membership shall be required for approval. If the proposed property shall be approved for addition to the jurisdiction of the Association, such addition shall be complete upon the proponent's filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument in form approved by the Board of Directors of the Association and executed by said Board of Directors or one or more authorized officers of the Association.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 27<sup>TH</sup> day of April 2005.

FIELDSTONE COMMUNITIES SAN ANTONIO, LLC, Declarant  
a Texas limited liability company

By:   
DOUG CARPENTER, its Division Manager

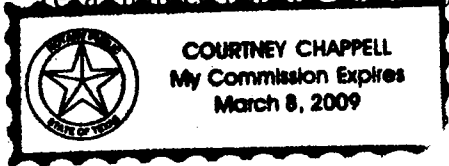
FIELDSTONE COMMUNITIES SAN ANTONIO, LLC, Declarant  
a Texas limited liability company

By:   
LUANN BUTLER, its Division Manager

**Acknowledgments**

STATE OF TEXAS §  
COUNTY OF BEXAR §

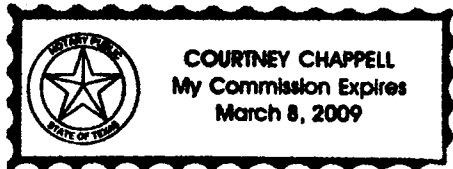
This instrument was acknowledged before me this 27<sup>th</sup> day of April, 2005, by DOUG CARPENTER, Division Manager of Fieldstone Communities San Antonio, LLC, a Texas limited liability company, on behalf of said company.



*Courtney Chappell*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me this 27<sup>th</sup> day of April, 2005, by LUANN BUTLER, Division Manager of Fieldstone Communities San Antonio, LLC, a Texas limited liability company, on behalf of said company.



*Courtney Chappell*  
\_\_\_\_\_  
Notary Public in and for the State of Texas



After recording return to:  
Jesse T. Murphy  
Attorney at Law  
5802 IH 10 West  
San Antonio, Texas 78201

FILED FOR RECORD

2005 MAY -6 AM 11:52

TERESA KIEL  
COUNTY CLERK GUADALUPE COUNTY

BY *Teri Stoll*

STATE OF TEXAS  
COUNTY OF GUADALUPE  
I certify this instrument was FILED on the  
date and at the time stamped thereon and  
was duly recorded in the Official Public  
Records of Guadalupe County, Texas.

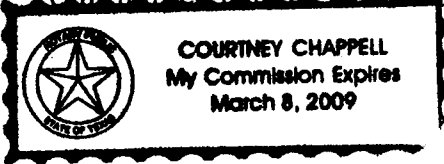


*Jesse Kiel*  
TERESA KIEL  
Guadalupe County Clerk

**Acknowledgments**

STATE OF TEXAS §  
COUNTY OF BEXAR §

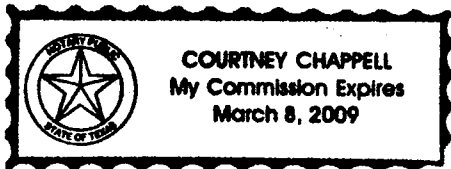
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*Courtney Chappell*  
Notary Public in and for the State of Texas

STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me this 27<sup>th</sup> day of April, 2005, by LUANN BUTLER, Division Manager of Fieldstone Communities San Antonio, LLC, a Texas limited liability company, on behalf of said company.



*Courtney Chappell*  
Notary Public in and for the State of Texas



After recording return to:  
Jesse T. Murphy  
Attorney at Law  
5802 IH 10 West  
San Antonio, Texas 78201

FILED FOR RECORD  
2005 MAY -6 AM 11:52

TERESA KIEL  
COUNTY CLERK GUADALUPE COUNTY

BY *Jessie Stoll*

STATE OF TEXAS  
COUNTY OF GUADALUPE  
I certify this instrument was FILED on the  
date and at the time stamped thereon and  
was duly recorded in the Official Public  
Records of Guadalupe County, Texas.



*Jessie Kiel*  
TERESA KIEL  
Guadalupe County Clerk