37.00

1197499

Please return to:
S.L. Brumbelow
3330 Oakwell Court
Suite #200
San Antonio, TX 78218

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHAVANO PARK UNIT 16A
SHAVANO PARK, BEXAR COUNTY, TEXAS

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

That SHAVANO II JOINT VENTURE, hereinafter referred to as Declarant, acting by and through its duly authorized officer, owner of the herein described property, does hereby adopt and impress the following Covenants, Conditions, and Restrictions upon the following described real property consisting of eighty (80) residential lots, to wit:

> Lots 1401 through 1480, inclusive, SHAVANO PARK UNIT 16A, City of Shavano Park, Bexar County, Texas, according to map or plat recorded in Volume 9509, Pages 209-212, Deed and Plat Records of Bexar County, Texas.

SHAVANO II JOINT VENTURE hereby certifies that it has subdivided the above described land as shown on the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct map and plat thereof, and which subdivision is recorded as SHAVANO PARK UNIT 16A.

For the benefit of itself as owner of the enumerated lots subject hereto, and for the use and benefit of any subsequent owner or owners of said lots, the following covenants, conditions, and restrictions are made and adopted to run with the land as hereinafter set out.

In the event any owner of a lot subject hereto or any other party subject to the terms hereof shall violate or attempt to violate any of the covenants, conditions, or restrictions herein, it shall be lawful for Declarant or any person or persons owning any lot enumerated above or subject to the jurisdiction of the Shavano Creek Homeowners Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction for any or all of the following: to enjoin or prevent such violation; to remedy or cure such violation through mandatory injunction or otherwise and deter future similar violations; and to recover damages or other dues or assessments for such violation. At such time as the Properties shall lie within the municipal boundaries of the City of Shavano Park, the City of Shavano Park shall have the right to prosecute proceedings against any person or party subject to its jurisdiction violating or attempting to violate any of these covenants, provided, however, that such right of prosecution shall in no manner be extended to grant to the City of Shavano Park the right to question, challenge or purport to review any action of the Architectural Control Committee, which right is reserved solely in favor of Lot Owners. The Architectural Control Committee herein established and its agents shall have the right, but not the duty, to enter onto any Lot on which or as to which any violation or breach of the below stated covenants and restrictions exists, following the expiration of ten (10) days written notice to the property owner in default or breach, and to summarily abate and remove, at the expense of the defaulting owner, any person, structure, thing or condition that may exist thereon contrary to the provisions hereof, and the Committee, its members and agents, shall not be deemed guilty in any manner of trespass; and, in order to cure such violation of these covenants, may expel, remove, remedy, or put out such offending use, structure, or condition, using such force as may be necessary in so doing, without being liable to prosecution for any damages therefor,

VOL 3759 PAGE 0956

the sole remedy for redress of such action being a suit for injunction.

Additionally, Declarant reserves unto itself and its representatives the right, for so long as Declarant is vested with a legal or equitable ownership interest in any lot the subject hereof, or any lot subject to the jurisdiction of the Association hereinafter defined, or any real property contiguous with any of the boundaries of SHAVANO PARK UNIT 16A, to enter upon any of the lots above enumerated to correct, remedy, or abate any violation of any of the terms hereof, following ten (10) days written notice to the property owner and a failure of the property owner to cure the violation, such action to be at the expense of the property owner in violation or breach of this Declaration. In the event that Declarant or its representatives take any such action to cure a violation of any of the restrictions or covenants hereof, the defaulting or breaching owner of the property affected agrees to pay to Declarant, upon demand, full reimbursement of all costs incurred by Declarant and if said sums are not so paid, Declarant shall additionally be entitled to receive interest thereon at the maximum lawful rate until paid, and all costs of collection, including without limitation, attorneys fees incurred in collection of the claim, and all other sums as determined by a court.

## ARTICLE I
## DEFINITIONS

Section 1. "Association" shall mean and refer to Shavano Creek Homeowners Association, a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to those certain eighty (80) residential Lots hereinbefore described, and such additions thereto as may hereafter be annexed and brought within the jurisdiction of the Association pursuant to Article VIII, Section 4, of this Declaration, and any Common Area acquired or maintained by the Association.

Section 4. "Common Area" shall mean any real property (including the improvements thereto) or interest in real property owned by the Association for the common use and enjoyment or the benefit of the Owners.

Section 5. "Board of Directors" or "Board" shall mean the Board of Directors of the Association.

Section 6. "Lot" shall mean each of those certain residential Lots numbered 1401-1480 shown upon the Subdivision Plat of the Properties, with the exception of any Common Area and Lot 1400.

Section 7. "Subdivision Plat" shall mean the plat of SHAVANO PARK UNIT 16A recorded in Volume 9509, Pages 209-212, Map and Plat Records of Bexar County, Texas.

Section 8. "Declarant" shall mean and refer to SHAVANO II JOINT VENTURE, its successors and assigns in writing of rights herein reserved to Declarant.

VOL 3759 PAGE 0957

## ARTICLE II
## PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Each Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with the title to each Lot, subject to the Association's right to promulgate and enforce reasonable restrictions effective as to all Owners regulating the time, manner, and extent of use, and the following:

(a) The right of the Association to suspend the voting rights of an Owner and the Owner's right to use the Common Area for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to accept property as Common Area or for maintenance or to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility subject to such conditions as may be imposed by the Association.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment of the Common Area and facilities to his tenants or contract purchasers while they reside on such Owner's Lot in accordance with the By-Laws of the Association.

## ARTICLE III
## MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership of Association. Every Owner of a Lot shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) On January 1, 2002.

## ARTICLE IV
## COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and agrees to pay to the Association, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments for charges, and (2) special assessments for

VOL3759 PAGE0958

capital improvements or extraordinary expenses, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the following purposes: (1) administrative expenses of the Association including cost of collecting assessments and enforcing the restrictions and obligations hereby imposed; (2) costs of maintaining Common Area, or improvements thereon, or improvements provided for herein; (3) to promote the recreation, health, safety and welfare of the residents in the Properties or for the improvement and maintenance of the Common Area, including street sweeping, maintenance of street lights and boulevard islands located on various rights-of-way in or adjacent to the Properties, guard service, coordination of garbage collection for a fee, and such other community services as may be determined necessary or desirable by the Association; (4) costs of improving or maintaining all rights of way within the Properties, all neighborhood mailbox units, subdivision entry monuments and islands, islands located within portions of Huebner Road or Lockhill Selma Road adjacent to the Properties, perimeter walls along Lockhill Selma and Huebner Roads, and all landscaping and sprinkler systems outside such walls or within any maintained islands, street light system, and any other areas or improvements within or near the Properties which the Board of Directors determines to be of benefit to the Association or the Owners, including, without limitation, and (5) to pay for or defray the cost of extraordinary expenses of the Association.

Section 3. Maximum Annual Assessment. Until January 1, 1987, the maximum annual assessment for Class A members shall be Two Hundred Forty and No/100 Dollars ($240.00) per Lot.

(a) From and after January 1, 1987, the maximum annual assessment which may be imposed by the Board of Directors, without membership vote, shall be an amount equal to ten percent (10%) above the prior year's maximum annual assessment whether or not the annual assessment for such prior year was at the maximum.

(b) From and after January 1, 1987, the annual assessment may be increased above the amount authorized in Section 3(a) above upon vote of two-thirds (2/3) of each class of members present, in person or by written proxy, at a meeting duly called for such purpose or at the annual meeting of Owners.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum and bill such assessment monthly, quarterly, or annually, in advance, as it determines.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, one or more special assessments, for the purpose of defraying, paying or establishing a reserve to pay, in whole or in part, any extraordinary expense of the Association or the cost of any construction, reconstruction, repair, or replacement of any capital improvement upon the Common Area or improvement benefitting the Subdivision, including any fixtures and personal property related thereto, or to pay for or defray the cost of any extraordinary expense of the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of

VOL 3759 PAGE 0959

such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members present in person or by written proxy at a meeting duly called for this purpose or at the annual meeting.

Section 5. Certain Reduced Assessments. Class B members and Class A builder members shall pay reduced annual and special assessments for any Lots owned by such members which do not contain an occupied residential dwelling, which reduced assessment shall be equal to twenty-five percent (25%) of the assessment chargeable to Lots owned by Class A non-builder members. However, full assessments shall immediately and permanently attach to any Lot on January 1, 1992, or upon the first day of the month following the sale of the Lot improved by a residence or the occupancy of a dwelling on such Lot as a residence, whichever first occurs, and the difference between the full assessment and reduced annual assessment shall then be due for the balance of the calendar year in which such event occurs. A "builder member" is defined herein to mean any person or entity regularly engaged in the residential construction which owns one or more Lots for the purpose of construction of a residence thereon for another or for sale to another.

Section 6. Special Assessment for Damage or Destruction of Certain Property. In the event any Common Area or property owned or maintained by the Association is damaged or destroyed through the willful or negligent acts of an Owner or his family members, contractors, agents, and/or guests, the Association may repair such damaged property at the cost and expense of the Owner. All repairs to Common Area or property owned or maintained by the Association shall conform with the original plans and specifications of the Common Area involved or with any subsequent modifications or alterations made to such property by the Association in its discretion. The cost of such repairs shall become a special assessment against the Lot of the Owner causing or hereby responsible for the damage.

Section 7. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of the annual meeting and any meeting called for the purpose of taking any action authorized under Section 3 or Section 4 of this Article IV. shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of members entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Uniform Rate of Assessment. Subject to the provisions above, both annual and special assessments must be fixed by the Association at a uniform rate within each membership category, and may be collected in advance on a monthly, quarterly, or annual basis, as the Board of Directors shall determine.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on September 1, 1986, at the full assessment rate of $240.00 per Lot per year and the reduced assessment rate of $60.00 per Lot per year. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for payment of assessments shall be established by the Board, and shall be specified in any written notice of assessment. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association stating the

VOL3759 PAGE0960

status of unpaid assessments on a Lot or that all assessments on a Lot have been paid current. A properly executed certificate of the Association as to the status of the assessments on a Lot is binding upon the Association as of the date of its issuance and the Board may designate one or more officers or agents to issue such certificates.

Section 10. Effect of Nonpayment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of ten percent (10%) per annum. Upon written notice to Owner, and the expiration of thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and to foreclose the Association's lien against the Owner's Lot. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and each Owner hereby expressly grants to the Association the power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Area, or non-existence of Common Area.

Section 11. Subordination of the Lien to Mortgagees. The lien of any assessments provided for herein shall be subordinate to the lien of any purchase money mortgage. Sale or transfer of any Lot shall not affect the assessment lien, which shall attach to and follow ownership of the Lot, except for the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance to the holder of a purchase money lien in lieu of foreclosure, which shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof nor shall foreclosure relieve a prior Owner from personal liability for unpaid assessments.

## ARTICLE V
## ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. No building, fence, wall or other structure shall be commenced, erected, placed, or maintained upon the Properties, nor shall any exterior addition to or change or alteration be made thereon, until construction plans and specifications and a plot plan showing the nature, kind, shape, height, materials, and location of the structure(s) shall have been submitted to an Architectural Control Committee ("the Committee"), and shall have been approved by such Committee as to harmony and general compatibility of exterior design and location in relation to surrounding structures and topography. In considering the harmony of external design among existing structures and the proposed structure to be erected or altered, the Committee shall consider only the general appearance of the proposed structure as that can be determined from front, rear, and side elevations on submitted plans, and shall not take into account such considerations as size, cost and other specific objective requirements. The primary function of the Committee in this respect is to protect property values by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular external designs or appearances from being constructed on the Properties.

VOL 3759 PAGE 0961

Section 2. Approval by Committee. Approval or disapproval of the proposed structure by the Committee shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove the design and location of a proposed structure within thirty (30) days after plans and specifications therefor have been submitted to the Committee, or in any event if no suit to enjoin the construction has been commenced prior to its completion, approval will not be required and this Article V shall be deemed to have been fully complied with. A failure of the Committee to respond to construction activities of any character as to which plans and specifications have not been submitted shall not constitute approval of the activity nor shall it be deemed a waiver of the rights of the Committee, Declarant, or any Owner to enjoin such activity or compel compliance with the terms hereof. There shall be no review of any action taken by the Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious, and under no circumstances shall the Committee or its members be subject to any suit by anyone for damages, actual or consequential.

Section 3. Initial Architectural Control Committee. The initial Architectural Control Committee shall be composed of LLOYD A. DENTON, JR., WALLACE ROGERS, III, and DANIEL D. KOSSL, with offices at 3330 Oakwell Court, Suite #200, San Antonio, Bexar County, Texas. A majority of the members of the Committee may designate a representative to act for the Committee at any time or for any period. Any member of the Committee may resign at any time by giving written notice to Declarant, and such resignation shall be effective upon the date of receipt of such notice by Declarant unless otherwise specified therein. In the event of death or resignation of any member of the Committee, the remaining member or members shall have full authority to designate a successor and should it fail to do so for ninety (90) days or more, or should all members of the Committee resign, the Board may fill such vacancy or vacancies. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Article V. The powers and duties of such Committee shall continue beyond the date on which residences have been constructed on all Lots subject to the jurisdiction of the Association, but at such time the Board shall have the power to appoint and replace the membership of the Committee and any subsequent vacancies thereon.

## ARTICLE VI
## RESTRICTIVE COVENANTS

Section 1. SINGLE-FAMILY RESIDENTIAL LOTS: Lots in SHAVANO PARK UNIT 16A shall be known and described as single-family residential lots.

Section 2. DWELLING SIZE: The minimum floor area of the main structure, measured to the outside of exterior walls, exclusive of garages, open porches, patios and detached accessory buildings, shall be not less than 2,200 square feet for one-story and split-level dwellings and not less than 2,400 square feet for two-story and story and one-half dwellings.

Section 3. MASONRY: The area of the outer walls of the main residence building constructed on any of the above described lots shall be composed of at least sixty percent (60%) masonry, said percentage to apply to the aggregate area of all said walls. For all purposes of this Declaration, masonry includes stucco and all materials commonly referred to in the San Antonio, Texas building industry as masonry. All masonry shall be of an earth tone unless otherwise approved by the Committee and shall be maintained in such approved colors.

VOL 3759 PAGE 0962

Plate-line glass areas not exceeding eight feet in height may be considered as masonry areas for the requirements hereof. At the discretion of the Architectural Control Committee and upon its written approval, the minimum masonry requirement may be reduced to permit a greater variety of architectural styles and textures.

Section 4. GARAGE REQUIRED; CARPORT PROHIBITED: Each Lot improved by a dwelling shall have a garage, capable of being used as such and suitable for parking two (2) standard size automobiles, which garage shall conform in design and materials with the main dwelling structure on the Lot. All garages shall be side loading garages only. No carports shall be allowed on any Lot. Upon the written consent of the Architectural Control Committee and its determination that a particular Lot configuration or proposed construction plan indicates a need for variance of the requirement for side loading garages, the Committee may grant such variance and its approval of a plan of construction showing such variance shall be deemed a grant of such variance.

Section 6. DRIVEWAYS: All driveways on Lots facing generally north and south shall be placed on the west side of the Lots, and all driveways on Lots facing generally east or west shall be placed on the north side of the Lots. The Architectural Control Committee may grant a variance of this requirement upon determination that the proposed location will not substantially detract from the appearance of the adjoining lots, and such decision of the Committee shall be final. All driveways in the subdivision shall be surfaced with concrete or asphalt. Where driveways cross bar ditches, a minimum twelve inch (12") pipe shall be placed under the driveway in the ditch for drainage.

Section 7. MINIMUM LOT AREA: No dwelling shall be erected or placed on any Lot having an area of less than seven tenths (0.7) of an acre.

Section 8. SETBACKS: Under its Ordinance 67, the City of Shavano Park has enacted minimum building setback standards applicable to property within its jurisdiction and the provisions hereof shall in no way be construed as having any effect upon any obligation of any Owner thereunder, or under any amendment or replacement thereof. The following setbacks shall apply as the minimum standards where no other setbacks apply. The front building setback shall be eighty feet (80') from the front Lot line, unless otherwise shown on the recorded plat. The minimum side setbacks shall be thirty feet (30') from each side Lot line. The rear building setback shall be thirty feet (30') from the rear Lot line. The Architectural Control Committee shall have the right to grant variances to the building setback requirements hereby imposed based upon a demonstrated need or hardship.

Section 9. ROOFS: Roofs shall have a pitch of 4:12 or greater. No flat roof shall be permitted without Committee approval except over patios, porches, or small architectural conditions. Flat roofs may be approved by the Architectural Control Committee if the roof structure is integral to the architecture of the house and the architectural style is acceptable to the Committee. All roofs shall be tile, concrete, metal or dimension composition shingle, or of a composition approved by the Architectural Control Committee.

Section 10. GROUND COVER: Lawn areas must be planted with grass or other ground cover vegetation; the use of gravel, pebbles, or any type of small rock as ground cover for front yard lawn areas is restricted to no more than twenty percent (20%) of the yard area in front of the front wall of the house, excluding driveways. This requirement may be waived in writing by the Architectural Control Committee for good cause shown.

VOL 3759 PAGE 0963

Section 11. YARDS AND LOT MAINTENANCE: The Owners or occupants of all Lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful, and attractive manner. Yards of new residences shall be seeded, sodded, sprigged, or otherwise treated within thirty (30) days after initial occupancy. Owners or occupants of Lots shall also be required to provide and allow safe and adequate drainage within and across their Lot, and no building, fence, walk, landscaping material, or other object or condition shall be built or maintained which diverts, impedes, or causes back up of water onto or coming from another Lot. Lot owners or occupants shall cause any construction activities to be prosecuted diligently to final completion and damaged buildings and/or structures shall not be allowed to remain in an incomplete or damaged condition for a period of time in excess of sixty (60) days without commencement or re-commencement of construction activities to restore the buildings and/or structures.

Section 12. BOAT, TRAILER, AND VEHICLE PARKING: No vehicle shall be stored, parked, or maintained in any sideyard of a Lot, nor on any unpaved portion of a Lot forward of the front wall line of the residence thereon. No boat, trailer, boat rigging, motor home, non-operating vehicle, abandoned vehicle, camper, camper body, self-propelled vehicle, or similar vehicle or equipment shall be parked for storage or repair, excluding temporary routine maintenance, on any portion of a Lot except in a garage or in the backyard area of the Lot if it is screened from regular public view by a fence.

Section 13. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any Lot, the Owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easements which may traverse any portion of the Lot, including the keeping of weeds and grass mowed within such area. Neither Declarant nor any utility company lawfully using said easements shall be liable for any damage to shrubbery, trees, flowers, or other property maintained within the area of the easement.

Section 14. NUISANCE: No noxious or offensive activity shall be carried on upon any Lot, nor shall any nuisance ever be erected, cause or suffered to remain upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, endanger the health or disturb the reasonable enjoyment of any other Owner; nuisance being defined, without limitation, to include any activities so designated under the City Code of the City of San Antonio, Bexar County, Texas.

Section 15. NO TEMPORARY STRUCTURES: Except as expressly permitted herein, no structure of a temporary character, trailer, mobile homes, tent, shack, garage, barn or other outbuilding, shall be used on any Lot at any time as a residence, whether temporarily or permanently. All construction activities shall be carried out with diligence to final completion of the building or structure being erected or repaired. No partially constructed building or structure shall be allowed to remain in an incomplete condition without construction activity for sixty (60) consecutive days nor shall any construction activities be abandoned without a recommencement of construction within sixty (60) days. A temporary building used for construction purposes shall be permitted on a Lot only during construction of improvements to such Lot.

Section 16. BUILDING PREVIOUSLY CONSTRUCTED ELSEWHERE: No building previously constructed elsewhere shall be moved onto any Lot in this subdivision to be used for dwelling purposes, nor shall such a structure be placed on a Lot for any other purpose unless and until such structure is approved by

VOL 3759 PAGE 0964

the Architectural Control Committee with such use to be limited to the purposes stipulated by the Owner in writing. In the event the Architectural Control Committee provided in Article V. has ceased to function for any reason, the written concurrence of the nearest four (4) Owners on either side of the proponent Owner must be obtained, and said Owners must concur and approve the proposed structure, its use and location, prior to placement thereof on the Lot.

Section 17. SIGNS: No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. A temporary sign for a builder's model home of forty-five (45) square feet may be maintained in front of that model home.

Section 18. NO OIL AND MINING OPERATION: 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 or in 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.

Section 19. NO LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept within a Lot provided that they are not kept, bred, or maintained for any commercial purpose and that they do not make unreasonable loud, objectionable noises or otherwise constitute a nuisance or unreasonable interference to any other residents of the Subdivision. All dogs outside of a residence must be kept on a leash or within a fenced area.

Section 20. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash, garbage, or other waste shall not be kept except in sanitary containers. Materials incident to construction of improvements may be temporarily stored on a Lot during construction of improvements to that Lot.

Section 21. NO INDIVIDUAL WATER SUPPLY: No individual water supply system shall be permitted on any Lot.

Section 22. NO INDIVIDUAL SEPTIC SYSTEM: No individual septic system shall be permitted on any Lot without written consent of appropriate governmental authority.

Section 23. FENCES: No fence, wall, or hedge shall be built or maintained on a Lot forward of the front wall line of the respective house. No chain link fencing shall be allowed on the street side of any Lot, including the street sides of corner lots. No fence shall exceed a height of six feet (6') without written permission of the Architectural Control Committee which may allow a fence of up to eight feet (8') in height on a Lot where site conditions are determined to warrant or require additional height. All street side fences shall be masonry, wood of vertical 1" x 4" or 1" x 6" panels, or a combination of masonry and wood. The Architectural Control Committee shall have the right to grant design variances. Each Owner herein, by acceptance of a deed to a Lot, expressly agrees to maintain, repair, and replace, if need be, that portion of any wall or fence located on his Lot.

Section 24. NON-ACCESS, WALL, LANDSCAPE,AND SPRINKLER EASEMENTS: The Subdivision Plat establishes a non-access easement on all Lots abounding Huebner Road and Lockhill Selma Road



VOL3759 PAGE0965

along the boundaries of such Lots with such roads. No access, pedestrian, vehicular, or otherwise, shall be allowed to such Lots across such easement area, and driveways, curb cuts, and approaches thereon are expressly prohibited. As to each such Lot, there is hereby additionally created and imposed an easement for the construction and maintenance of a wall, sprinkler system, and landscaping, which shall be as shown on Exhibit "A" attached hereto and is a minimum ten feet (10') in width along each Lot line abounding Huebner Road and Lockhill Selma Road, and which is of greater width and dimension on portions of Lots 1401, 1425, 1442, and 1473, as to which said Lots said easement additionally extends along a portion of the boundaries thereof adjacent to Cinnamon Oak and Post Oak Way. The Association shall be primarily responsible for maintaining in good condition and repair, the wall, landscaping, and sprinkler, constructed within said easement area, and replacing any damaged or destroyed portion thereof need without modification of color or design or material, and keep well mown and maintained any landscaping outside the wall but within the Lot and easement hereby created, but the Owner of each such Lot, at his own expense, shall be responsible for all such maintenance and repair in the event that the Association fails to do so for any reason. SHAVANO II JOINT VENTURE, the Homeowners Association, or their respective designees, shall have the right of ingress and egress over and across such Lots for any construction, reconstruction, repair, or replacement of any wall, landscaping, or sprinkler located within said easement. Landscaping and a sprinkler system shall be specifically allowed on the outside of the wall within the easement and/or right-of-way of Huebner Road and Lockhill-Selma Road.

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

Section 26. RADIO AND TELEVISION ANTENNA AND SATELLITE DISHES: No radio and/or television antenna on a dwelling on a Lot may extend more than eight feet (8') above the highest part of the roof of the dwelling to which it is attached, nor shall it be located on the front part of the dwelling, or on the side of the dwelling nearer than ten feet (10') to the front wall line of the dwelling. No satellite dish or free standing antenna shall be permitted unless it is located in the rear yard area of the Lot, not nearer than ten feet (10') to the front wall line of the dwelling on the Lot, and is of such dimensions or so screened that it is not visible from any street or from an adjoining Lot.

Section 27. SIDEWALKS. Sidewalks may be constructed on Lots only with the written consent of the Architectural Control Committee and shall be constructed where directed by the Committee. Walkways or approaches between the front porch of a residence and the curb or driveway are permitted but all such walkways and approaches shall be reflected on the plans submitted to the Committee, shall be constructed and maintained in good repair, and shall be constructed of a composition and finish approved by the Committee.

Section 28. MUNICIPAL ORDINANCES. The Owners of all Lots shall comply with the terms of all ordinances, statutes, and regulations of any governmental authority having jurisdiction over them or the Properties to the extent the same may apply

VOL 7576 PAGE 0999

Properties shall lie within the City of Shavano Park, such applicable ordinances may include City of Shavano Park Ordinance No. 67, and amendments thereto setting forth, inter alia, setback and architectural standards. To the extent the provisions hereof create any lesser standard, duty, or obligation than any such applicable ordinance, the latter shall prevail as the obligation of each Lot Owner.

## ARTICLE VII
## EDWARDS AQUIFER AND GOVERNMENTAL REGULATIONS RELATED THERETO

Section 1. General Obligations of Owners. The Properties and Lots lie within the area classified as the Edwards Aquifer Recharge Zone and as such are subject to the rules and regulations of agencies of the State of Texas, including the Texas Water Commission and Texas Water Development Board, governing the use of said land, in addition to any ordinances, statutes, or regulations affecting the Properties enacted by other governmental authorities. Each Owner is responsible for ascertaining all such requirements and prohibitions with respect to his Lot, including, without limitation, the provisions of 31 Texas Administrative Code, Chapters 325 and 331, and any specific rulings made pursuant to the terms thereof, and, by acceptance of a deed to a Lot, agrees to abide by the same. Owners are advised that such requirements and prohibitions may relate to the type of fertilizer which may be used, minimum topsoil requirements, inspection of sewer laterals prior to covering, and criteria standards for sewer pipe, among other matters. No statement herein, nor statement or action hereafter by the Declarant, Committee, or Association shall act to relieve an Owner from such duty of compliance.

Section 2. Water Pollution Abatement Plan. The Properties and all Lots are subject to a water pollution abatement plan approved by the Texas Department of Water Resources, which plan is on file with that agency. Each Lot is conveyed and accepted strictly subject to the terms and conditions of such water pollution abatement plan and by acceptance of a deed to a Lot, each Owner covenants and agrees to comply with all of the terms and conditions thereof.

Section 3. Remedies of Declarant and the Association. By accepting a deed to a Lot, each Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform one or more acts required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given ten days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to his Lot or the Properties.

VOL 3759 PAGE 0967

## ARTICLE VIII
## GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Committee, the Association, and any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, except as provided in Article V, Section 2, with respect to actions against the Architectural Control Committee. Failure to enforce any provision hereof or to restrain the violation of any provision hereof shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions of this Declaration by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Properties for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots and any such amendment shall be effective on recordation thereof in the Real Property Records of Bexar County, Texas.

Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) vote of the members of the Association.

(b) Notwithstanding the foregoing paragraph, additional land lying within the area described on Exhibit "B" hereto may be annexed by Declarant without the consent of the members of the Association at any time within thirty (30) years from the date of recording of this Declaration, provided such annexed property shall have been previously subjected to a declaration of covenants, conditions, and restrictions determined by Declarant to be consistent with the terms hereof and the development of the annexed property, or that said property shall be subjected to the terms hereof with such amendments or supplemental provisions as Declarant shall have determined are suitable or required for the property so annexed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set its hand and seal effective the 10th day of July, 1986.

SHAVANO II JOINT VENTURE

WRIII DEVELOPMENT CO.

By: _____
Wallace Rogers, III

Its: President

DENTON DEVELOPMENT COMPANY, INC.

By: _____
Lloyd A. Denton, Jr.

Its: Vice-President

VOL 3759 PAGE 0968

STATE OF TEXAS

ORIGINAL DIM

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on the ___ day of July, 1986, by Wallace Rogers III, President of WRIII Development Co., a Texas corporation and joint venturer of Shavano II Joint Venture, on behalf of said corporation.

Notary Public, State of Texas

Name: SUZANNE L. BRUMBELOW
Notary Public, State of Texas

Commission exp.: My Commission Expires 3-22-87

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on the 10th day of July, 1986, by Lloyd A. Denton, Jr., Vice President of Denton Development Company, Inc., a Texas corporation and joint venturer of Shavano II Joint Venture, on behalf of said corporation.

Notary Public, State of Texas

Name: SUZANNE L. BRUMBELOW
Notary Public, State of Texas

Commission exp.: My Commission Expires 3-22-87

AFTER RECORDING RETURN TO:

James R. Cliffe
1919 Oakwell Farms Parkway, Ste 105
San Antonio, Texas 78218

VOL 3759 PAGE 0999

# EXHIBIT A-1




RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION




EXHIBIT A-2

VOL3759 PAGE0971

RECORDER'S MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY
RECORDATION

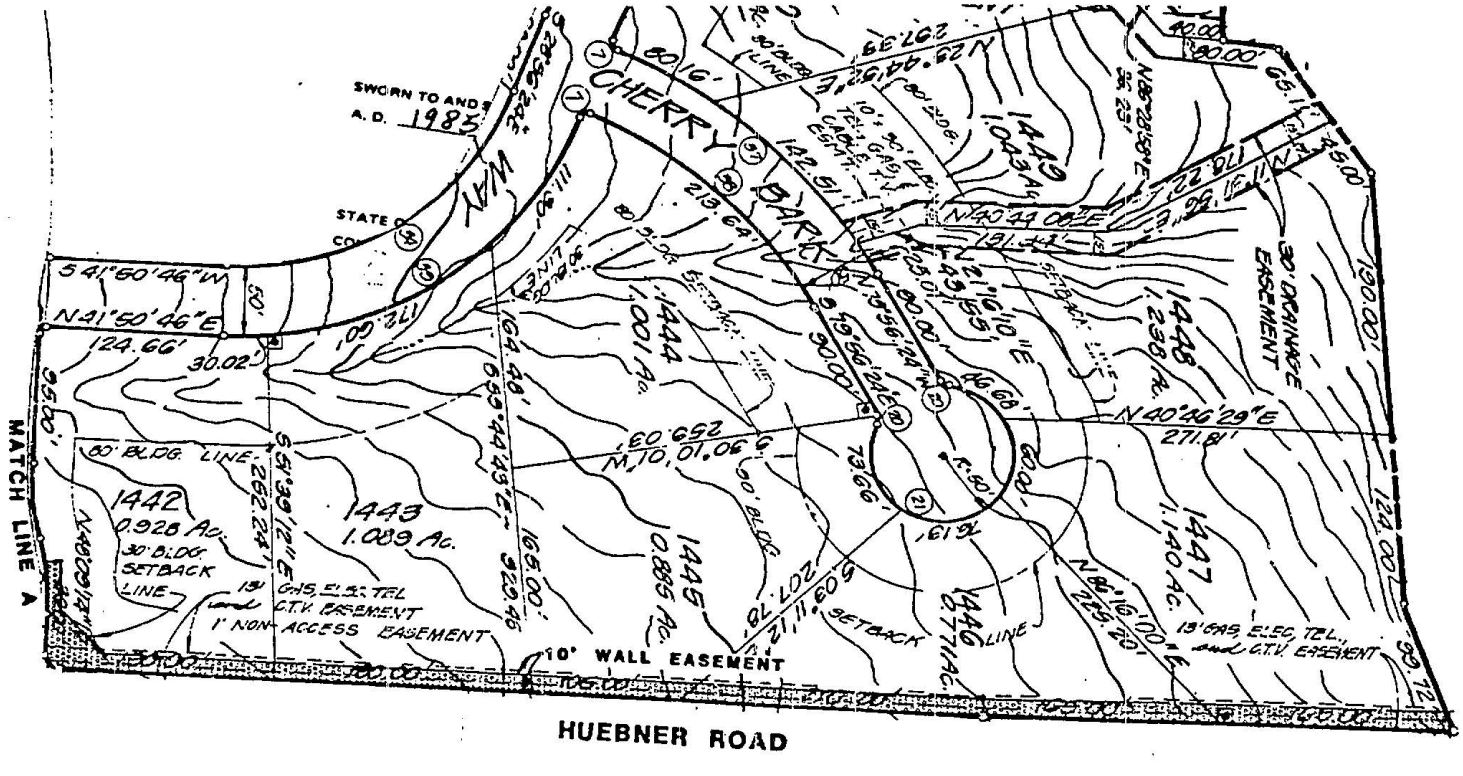


EXHIBIT A-3

VOL3759 PAGE0972

EXHIBIT "B" TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SHAVANO PARK UNIT 16A

The real property subject to annexation to the Shavano Creek Homeowners Association by Declarant is generally described as being all or any part of the area situated in Bexar County, Texas, and lying within the following boundaries, to wit:

Being bounded on the North by De Zavala Road;
Bounded on the East by Lockhill Selma Road;
Bounded on the South by huebner Road; and
Bounded on the West by Olmos Creek.

STATE OF TEXAS }
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County Texas on

JUL 25 1986

COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO.
1986 JUL 24 P 3:08

VOL 3759 PAGE 0973