

SCANNED



DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
CRESTA BELLA
AN ENCLAVE, UNIT 4
AND
THE CRESTA BELLA HOMEOWNERS ASSOCIATION, INC.

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.



TABLE OF CONTENTS

PAGE

Article 1	Recitals	3
Article 2	Definitions	4
Article 3	Homeowners Association and Assessments	5
Article 4	Architectural Review Committee	11
Article 5	Land Use Regulations	13
Article 6	Easements	22
Article 7	Annexation and Amendments	24
Article 8	Enforcement	26
Article 9	Miscellaneous	27
Exhibit A	Grading Plan	
Exhibit B	CRESTA BELLA an Enclave – Master Development Plan	

ARTICLE 1
RECITALS

1. Declarant desires to create a residential community with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots on the following described real property owned by Declarant, (said property being sometimes hereafter referred to as "the Land") to wit:

CRESTA BELLA, an Enclave, Unit 4 (hereinafter CRESTA BELLA, an Enclave) in the City of San Antonio, Bexar County, Texas, as shown on a plat thereof recorded in Volume 9611, Pages 183 for Unit 4 of the Deed and Plat Records of Bexar County, Texas, and on the grading plan attached hereto as Exhibit A.

2. Declarant has subdivided the above-described real property as shown by the map and plat of each such subdivision, which map and plat has heretofore been filed for each as the true and correct survey, map, and plat thereof, and which subdivisions shall be effectively known as CRESTA BELLA, an Enclave.

3. Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, and in the subdivision known as CRESTA BELLA, an Enclave, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

4. Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof, and

5. CRESTA BELLA HOMEOWNERS ASSOCIATION, INC. has been incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of exercising the functions aforesaid as to CRESTA BELLA, an Enclave, a residential subdivision in Bexar County, Texas, as shown on plats recorded in Volume 9611, Pages 183 (Unit 4), and such other real property as may be annexed thereto and become subject to the jurisdiction of said Association; and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purpose of subjecting said property and the Owners thereof to the jurisdictions of said CRESTA BELLA HOMEOWNERS ASSOCIATION, INC.

6. Declarant declares that the property above described as constituting CRESTA BELLA, an Enclave shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions,

easements, charges, and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of Cresta Bella Homeowners Association, Inc.

7. The Subdivision has been designated as an Enclave. The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the existing Property. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

8. The CRESTA BELLA, Enclave, is subject to the Cresta Bella Architectural Design Guidelines as prepared by the Declarant for use by the Architectural Review Committee and their assigns in governing the construction of ALL improvements proposed in the subdivision.

9. The CRESTA BELLA, Enclave, is also subject to the Cresta Bella Master Declaration and Cresta Bella Master Association as part of a common scheme of a mixed use development.

ARTICLE 2 DEFINITIONS

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

(a) "ARC", "Committee" or "Architectural Review Committee" shall mean the "Architectural Review Committee" established pursuant to this Declaration.

(b) "Articles" shall mean the Articles of Incorporation of CRESTA BELLA HOMEOWNERS ASSOCIATION, INC., as they may, from time to time, be amended.

(c) "Association" shall mean and refer to CRESTA BELLA HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns as provided for herein.

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

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

(f) "Bylaws" shall mean the Bylaws of CRESTA BELLA HOMEOWNERS ASSOCIATION, INC., as they may, from time to time, be amended.

(g) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, signs, fountains, statuary, parkways, medians, islands, common entry house and gates, landscaping, walls, bridges, safety lanes, drainage easements, and other similar or appurtenant improvements.

(h) "Declarant" shall mean and refer to 242 Cresta Bella, Ltd., its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

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

(j) "Lot" shall mean and refer to any of the plots of land in CRESTA BELLA, an Enclave as shown on plats recorded in Volume 9611, Pages 183 (Unit 4), Deed and Plat Records of Bexar County, Texas.

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

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Existing Property, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(m) "Property" shall mean and refer to the above-described properties known as CRESTA BELLA, an Enclave.

(n) "Additional Property" shall mean and refer to property, which is added to the Property pursuant to Article 7 of this Declaration or any Amended or Supplemental Declaration.

(o) "Subdivision Plat" shall mean and refer to the map or plat of CRESTA BELLA, an Enclave, filed for record in Volume 9611, Pages 183 (Unit 4), Deed and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

(p) "Basement" shall mean and refer to any floor or level of a house that is exposed to the atmosphere on three (3) or fewer sides, having at least one (1) side fully in contact with the hillside around it, from foundation to ceiling.

(q) "Villa Homes" refers to the lots and/or section of lots that range from 45 feet to 65 feet in width at the front building line.

ARTICLE 3
HOMEOWNER'S ASSOCIATION AND ASSESSMENTS

1. **MEMBERSHIP IN THE ASSOCIATION.** Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

2. **VOTING RIGHTS.** The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Article 2(l) above with the exception of Declarant and Builder Members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article 2(l). When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be Declarant and Builder Members. The Class B Members shall be entitled to four votes for each Lot in which they hold the interest required by Article 2(e) above, provided that the Class B membership shall cease and become converted to Class A membership on the happening 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, 2029.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

3. **CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvement, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments,

together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

4. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, implementing those policies and goals established in this Declaration and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Property by the Members.

5. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The initial annual assessment for an improved Lot shall be prorated for the remainder of the calendar year in which begun if begun on other than January 1. The annual assessment for unimproved Lots shall be one-fourth (1/4) of the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessments for unimproved Lots may be increased by vote of the Members as provided hereinbelow. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit hereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied as a residence, whichever first occurs. As provided in Article 5(16), the Board of Directors shall have the power to adjust assessments on consolidated Lots. Also, the Board of Directors shall have the power to increase assessments by up to 20% per annum.

6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the improved Lot owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot owners at least thirty (30) days in advance which shall set forth the purpose of the meeting.

7. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS. Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than the greater of: (a) Ten percent (10%) above that of the previous year or (b) any increase in the Consumer Price Index (as of the date of the vote of the Board of Directors) published by the Bureau of

Labor Statistics of the U.S. Department of Labor above the Consumer Price Index published as of January 1, 2009. Any increase in the annual assessment of more than the greater of: (a) Ten percent (10%) above that of the previous year or (b) any increase in the Consumer Price Index (as of the date of the vote of the Board of Directors) published by the Bureau of Labor Statistics of the U.S. Department of Labor above the Consumer Price Index published as of January 1, 2009, shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

8. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 6 AND 7. The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above, the presence at the meeting of Members or proxies entitled to cast twenty five percent (25%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The annual assessments provided for herein shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

10. DUTIES OF THE BOARD OF DIRECTORS. In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

11. USE OF MAINTENANCE FUND. 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 CRESTA BELLA, an Enclave or located on rights-of-way at the entrance of CRESTA BELLA, an Enclave, 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.

12. EFFECT OF NON-PAYMENT OF ASSESSMENTS: THE LIEN; REMEDIES OF THE ASSOCIATION. All past due and unpaid assessments shall bear interest at the rate of eighteen percent (18%) per annum or the maximum interest allowed by law from the date due until the date paid, whichever is less. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof. The Association shall be entitled to collect from each Owner the costs to the Association for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice. If the Association retains an attorney to assist in the collection of an unpaid assessment, then that member's request for an inspection of the attorney's books and records shall not be a "proper purpose" pursuant to the Texas Non-Profit Corporation Act.

13. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the mortgage or by judicial or non-judicial foreclosure, shall take title to the Lot free and clear of any claims for unpaid assessments or charges against such Lot which accrued prior to the time such holder acquired title to such Lot. No such sale or transfer shall relieve such holder acquiring title to a Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for assessments. The Association shall use its best efforts to give each such mortgagee sixty (60) days' advance written notice of the Association's proposed foreclosure of the lien described

herein, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or certified mail, return receipt requested, and shall contain a statement of delinquent assessment upon which the proposed action is based; provided, however, that the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of Section 11 hereof.

14. TITLE TO COMMON FACILITIES. The Declarant may retain the legal right to the Common Facilities until such time as it has completed improvements thereon. Notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it will convey the Common Facilities to the Association, not later than three years after the filing of record of this Declaration. Any Common Facilities conveyed to the Association shall be deeded "AS IS," and shall be accepted and maintained by the Association.

15. ENTRY HOUSES AND GATES. So long as Class B membership exists (and provided that it has not previously transferred its rights in this section to the Association), Declarant reserves the legal title and control over all entry houses and gates which it may construct on or about the Subdivision, as well as the authority, in sole discretion, to determine the hours, staffing and manner of operation. Nothing in this Declaration, or any other statement or communication by Declarant or the Association, shall constitute any representation or warranty by Declarant or the Association concerning the hours, staffing or manner of operation of the entry houses and gates, nor concerning any security or safety protection which the entry houses or gates may offer.

16. MEMBERS' EASEMENTS OF ENJOYMENT. Subject to the provisions of Sections 16 and 17 of this Article, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

17. EXTENT OF MEMBERS' EASEMENTS. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat or as authorized herein.

(b) the rights of the Association, once it has obtained legal right to the Common Facilities, as provided in Section 13 above, to do the following:

(1) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;

(2) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosures;

(3) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities;

(4) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association or of this Declaration;

(5) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities;

(6) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members not voting by class;

(7) to enforce a maximum speed limit of thirty (30) miles per hour and to post and/or install such other traffic signs and controls, as it deems necessary; and

(8) to enforce the ability of all property owners to enjoy and utilize the common facilities in a safe manner, the Board of Director's may make reasonable rules and regulations, and may prescribe such penalties, as it determines reasonable and necessary, to promote this safety within the properties. In the event the Owner or Owner's family member or guest repeatedly violates such rules or fails to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable and prudent manner on the private streets within the subdivision, such person may be subject to penalties, including, but not limited to the following:

- a.) fines; and/or
- b.) the suspension of such person's right to traverse the private streets within the subdivision via motorized vehicle for a period not to exceed 30 days.

18. USE RESTRICTIONS AFFECTING COMMON FACILITIES AND ADJUNCT PROPERTIES. The right of use of the Common Facilities shall be strictly subject to the following:

(a) No motorcycles, motorbikes or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Facilities) shall be permitted on any part of the drainage easements, sidewalks or other Common Facilities owned by the Association or Declarant. The drainage easements shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors of the Association and the Association may prohibit or limit the uses of any portion of the Common Facilities.

(b) No planting or gardening by Owners shall be permitted within the Common Facilities and no fences, hedges or walls or other obstructions shall be erected or maintained upon or over the Common Facilities, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors of the Association.

(c) No building or other structure of any type, including recreational structures, shall be built, placed or maintained on the Common Facilities except those constructed or placed, or permitted to be constructed or placed, by Declarant or the Board of Directors of the Association.

(d) The Board of Directors is empowered to establish additional use regulations relating to the Common Facilities as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

19. SECURITY. Although the Association may elect in the future to provide security for the subdivision, the Association is not now the provider of any security, and Owners must provide their own security for their home and property. A guard station has been constructed at the entry to the Subdivision, but the initial budget and level of assessments of the Association do not provide for the manning of the guard station. The guard station will not be manned until such time, if ever, as a sufficient number of owners authorize the necessary increase in assessments to pay for same.

20. CAPITAL IMPROVEMENT FUND. In addition to the annual assessments and special assessments provided for above, the Association has created a Capital Improvement Fund to be levied on all improved lots only, applicable at the time of closing only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities. The amount of this one time charge at closing will be \$250, which shall be in addition to the regular annual assessment charges and shall not be considered as advanced payments of regular annual assessments. With these funds, the Board shall establish an operating account, a reserve account and such accounts as it shall reasonably determine. All monies received by the Association shall be deposited into the Association accounts and disbursements from such accounts shall be made in performing the functions of the Association under this declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

21. FORCE MAINTENANCE. The owners of all lots shall at all times keep weeds, shrubbery and trees thereon cut in a sanitary, healthful, and attractive manner; provided, however, that no tree measuring four (4) inches or more in diameter, measured twelve (12) inches above the ground, shall be removed or cut without the written approval of the Architectural Control Committee. The purpose of this requirement is to save trees,

and it is mandatory that all trees that can be saved are saved. Lot owners shall also be required to provide and allow safe and adequate drainage within and across their lot to include appropriate and adequate provisions when building, maintaining or constructing fences, walks, landscaping, swimming pools, decks, patio additions or extensions or any other potential obstruction which would divert, impede or cause to backup runoff water.

The drying of clothes in public view from streets, and storage of firewood and yard equipment or other equipment in public view from streets is likewise prohibited. Each owner or occupant of a lot with rear yard visible from a street desiring to dry clothing outside, or to store firewood, yard equipment, or other equipment outside shall construct and maintain a form of enclosure approved by the Architectural Control Committee suitable to screen such activity and storage from view from the streets. Until a living Unit is built on a lot, Declarant may, at its' discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary in its' judgement, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its' option, remove any excess building materials or building refuse situated on a lot in violation of this covenant. In the event of default on the part of the owner or occupant of any lot in observing the above requirements, or any of them, such default continuing after ten (10) written notice thereof, Declarant, the Association, or their Agents may enter upon said lot without liability to the owner or any occupants, in trespass or otherwise, and take such action as may be reasonably necessary to correct such defect or cure such default to secure compliance with this Declaration and/or place said lot in a more neat, attractive, and more healthful sanitary condition. In such event, the Owner or occupant of such lot shall be subject to a reasonable administrative charge, actual costs of any work performed, and any reasonable attorney's fees. The owner or occupant, as the case may be, agrees by the purchase or occupation of the lot to pay such statement and charges immediately upon the receipt thereof. The sum due shall be a charge on the lot and shall be a continuing lien upon the lot against which sums are due, and may be enforced in accordance with the other provisions of this Declaration.

22. **PRIORITY OF PAYMENTS.** If any Owner's Assessment payment is less than the amount assessed and the payment does not specify whether it should be applied against an annual assessment, special assessment, or reimbursement assessment, the payment received by the Association from the owner shall be credited in the following order of priority; (a) Reimbursement assessment until the reimbursement assessment has been satisfied; and (c) Special Assessment until the special assessment has been satisfied; and (c) Annual Assessment until the annual assessment has been satisfied. In each of the foregoing cases, payments received shall be credited first to interest, attorney's fees, and other costs of collection, and then to assessment reduction, satisfying the oldest obligations first, followed by more current obligations, in accordance with the foregoing order of priority.

ARTICLE 4
ARCHITECTURAL REVIEW COMMITTEE

1. COMPOSITION. There is hereby created an Architectural Review Committee, initially composed of Al Scott, Kyle Loveland, and David Parkerson to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ARC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, then in such event the Board of Directors of the Association may appoint the members of the ARC.

2. POWER AND AUTHORITY. The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant, condition or restriction herein. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Review Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Review Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all amounts reasonably expended in the performance of their responsibilities. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association. If the Architectural Review Committee shall determine that the complexity of a request for architectural approval so warrants, the Architectural Review 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 Architectural Committee is empowered to promulgate Architectural Design Guidelines for the Subdivision.

3. PROCEDURE. No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including dimensions, exterior elevations and exterior colors and all exterior materials for such building, fence or other structure and showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Review Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the

Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submission, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants. Construction, once approved (whether in writing or by "deemed" approval), must be completed within three hundred sixty five (365) days of approval; if the construction is not completed timely, the approval granted will be void. APPROVAL BY THE COMMITTEE DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL OR PERMIT REQUIRED BY A MUNICIPALITY OR OTHER GOVERNMENTAL AGENCY. APPROVAL BY A MUNICIPALITY OR OTHER GOVERNMENT AGENCY DOES NOT REPLACE OR SUBSTITUTE FOR ANY APPROVAL REQUIRED BY THE COMMITTEE.

4. DISCRETION. It is the express intention of Declarant that the Architectural Review Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Review Committee in this instrument shall be subject to, but not incompatible with the purpose of this Declaration as set forth in Article 1 above.

5. SEPARATE ACTIONS. Each action of the Committee pursuant to this Article shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final and binding, and there shall be no review of any actions of the Committee.

6. DURATION. The Architectural Review Committee shall be duly constituted for the entire period of duration of this Declaration.

ARTICLE 5 LAND USE REGULATIONS

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

2. EDWARDS AQUIFER CONTRIBUTING ZONE PLAN. Each lot is subject to a CONTRIBUTING ZONE PLAN which was required under the 30 Texas Administrative Code (TAC) 313, the EDWARDS AQUIFER RULES of the TEXAS NATURAL RESOURCE CONSERVATION COMMISSION. The Contributing Zone Plan for Cresta Bella, an Enclave was approved May 8, 2008.

3. STORM WATER POLLUTION PREVENTION PLAN. Prior to beginning any phase of construction on any lot in Cresta Bella, an Enclave, and continuing during the construction and sales process, the builder or lot owner shall comply with the provisions of the Storm Water Pollution Prevention Plan mandated by the Environmental Protection Agency.

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

5. CONSTRUCTION AND SALES PERIOD. During the construction and sales period of the Living Units, Builder Members may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to a construction offices, storage areas, signs, model units, and sales offices. All temporary construction and sales structures shall be aesthetically compatible with the subdivision development as determined by the Architectural Review Committee, and may only be located within the Property for a period not exceeding three (3) years, unless written approval of the Committee is obtained, which approval will not unreasonably be withheld.

6. BUILDING MATERIALS. The exterior walls of all residential buildings on lots less than 100 feet in width at the front building line shall be 80% masonry (rock, stucco, or brick), while the exterior walls of all residential buildings on lots greater than or equal to 100 feet in width at the front building line shall be 100% masonry (rock, stucco, or brick). No exterior masonry veneer shall be constructed of concrete brick or masonry with gray tones. Window and door openings shall be included as masonry if the opening abuts masonry. All windows shall have aluminum, vinyl, or wood frames. All residential buildings shall be 100% masonry on the front side. Detached garages shall be 100% masonry on the front side and not less than 80% of the total exterior wall area. Further 100% masonry may be required on detached garages if the ARC deems that side or rear walls are in clear view from the street. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Stucco and painted surfaces shall be earth tones. Wall materials used on all Lots shall be restricted to those types and colors of bricks approved by the Architectural Review Committee.

7. ROOFING MATERIALS. Roofing shall be either slate, concrete tile, clay tile, or dull silver standing seam metal roofs. The Architectural Review Committee shall have the discretion to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole.

8. FENCES. Fences may be constructed along and adjacent to the property line with the exception that no fence shall be constructed within the limits of the Lot's front setback line. All fences along the side and rear property lines where such property lines abut an adjacent single family lot, a Commercial lot, or a public right-of-way and no visual barrier of vegetation remains shall be constructed of masonry, wood or a combination of the foregoing, so long as it obstructs the view from lot to lot (except those specifically approved by the Architectural Review Committee). All fences along the side and rear property lines where such property lines abut an adjacent single family or Commercial lot and a visual barrier of vegetation remains shall be constructed of wrought iron, masonry, wood or a combination of the foregoing (except those specifically approved by the Architectural Review Committee). All fences along the side and rear property lines where such property lines abut an adjacent green space or drainage lot shall be constructed of wrought iron so as to not completely obstruct the view of such green space or drainage lot (except those specifically approved by the Architectural Review Committee). Fences extending between the house and side property lines shall be constructed of masonry, a combination of masonry and wrought iron, or a combination of masonry and wood with a top rail; shall be six feet high; and shall be not less than ten feet (10') behind the front corners of the residence. Residences constructed on Lots with 45 to 85 feet of width at the 20-foot building line shall have a six foot six inch (6' 6") masonry column at the property line (to match the residence) and additional columns between the property line and the residence and on any side-facing streets, with maximum spacing of twenty five feet (25') on center. Any wood fences shall be constructed of cedar, finish side out with a top rail. The design and material of construction for any fencing must be submitted to and approved by the Architectural Review Committee prior to start of construction.

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

(b) No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended curb lines into the street. No structures or landscape material over three feet (3') tall or hanging down lower than eight feet (8') above the pavement shall be allowed in this inscribed triangle.

9. DRIVEWAYS AND SIDEWALKS. Driveways and entry walks on each residential Lot of 45 feet to 95 feet in width at the front building line as shown on the Plat,

must be constructed of concrete with a rock salt finish. For all other lots 95 feet and wider at the front building line as shown on the plat, driveways and entry walks must be constructed of concrete with a pebble finish. Any other finish must be approved by the ARC. All other materials and finishes must be to City of San Antonio specifications and approved in writing by the ARC. The driveway turnout shall be constructed to specifications of the City of San Antonio and in such manner as to provide an attractive transition from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and entry walks must be shown on the site plan submitted for approval of the Architectural Review Committee. Asphalt and broom-finish concrete driveways and entry walks are specifically prohibited. All entry walks, crossways, and driveway approaches shall comply with City of San Antonio specifications. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained. The Owner or Owners of each Lot shall also be the Owner or Owners of the portion of a sidewalk which traverses his Lot, and shall, by acceptance of a deed to his Lot or Lots, covenant to keep such portion in good repair.

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

11. RESTRICTIONS ON LOTS. All Lots in the subdivision shall be used for residential purposes or as part of the Common Area. The exterior finish of any residential building constructed on a Lot with 50 feet or less of frontage, shall not remain incomplete for more than six (6) months after approval by the Architectural Review Committee. The exterior finish of any residential building constructed on a lot with more than 50 feet of frontage, shall not remain incomplete for more than twelve (12) months after approval by the Architectural Review Committee. Temporary use may be made of a house for a Builder Member's sales office, which shall be permitted until such house is sold, not to exceed forty eight (48) months in total from time of completion, provided such use is approved in writing by Declarant.

12. GARAGES. A garage able to accommodate at least two (2) automobiles must be constructed and maintained for each Living Unit and shall be side loading to the main structure, if attached on Lots with 120 feet or more of width at the 20-foot building line and front loading on Lots with 95 feet or less of width at the 20-foot building line.

Detached garages on corner Lots must be set back at least twenty feet (20') from the side Lot line and all detached garages must be set back at least ten feet (10') from the rear of the residence. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants, the Architectural Design Guidelines, and the specifications of the City of San Antonio. No garage shall be permanently enclosed for conversion to any other use. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Review Committee.

13. **MAXIMUM HEIGHT.** No building or structure erected, altered or placed on, with or in the Properties shall exceed thirty five feet (35') in height (measured from the top of the foundation nearest to street grade in front of the lot to the topmost part of the roof, except in such a case as a Basement garage may be utilized and then the height shall be measured from the top of the next floor above the garage to the topmost part of the roof) nor be more than two (2) stories in height (excluding as stories any walk-out basements, basement garages, and basements), provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

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

- (a) For Lots with 45 to 65 feet of width at the 10-foot building setback:
 - (i) If single story with two-car garage attached or detached, 1,500 square feet of living area;
 - (ii) If two story with attached or detached two-car garage, 1,750 square feet of living area, with 1,000 square feet living area on the ground floor.
- (b) For Lots with 75 to 85 feet of width at the 20-foot building setback:
 - (i) If single story with two-car garage attached or detached, 2,000 square feet of living area;
 - (ii) If two story with attached or detached two-car garage, 2,200 square feet of living area, with 1,300 square feet living area on the ground floor.
- (c) For Lots with 85 to 95 feet of width at the 20-foot building setback:
 - (i) If single story with two-car garage attached or detached, 2,500 square feet of living area;
 - (ii) If two story with attached or detached two-car garage, 2,750 square feet of living area, with 1,600 square feet living area on the ground floor.

- (d) For Lots with 100 feet or more of width at the 20-foot building setback:
 - (i) If single story with two-car garage attached or detached, 3,000 square feet of living area;
 - (ii) If two story with attached or detached two-car garage, 3,200 square feet of living area, with 2,000 square feet living area on the ground floor.

“Living area” is measured from the outside walls of the exterior of the residence exclusive of any attached garage or screened in porch.

15. BUILDING SETBACKS. All improvements shall be constructed only in accordance with the greater of the building set back lines, if any, indicated on the Subdivision Plat for Cresta Bella, An Enclave, or the Cresta Bella Master Tree Preservation Area plan or this Article 5, Section 15, however, in no case shall any improvement other than landscaping plant materials, walkways and irrigation systems be constructed:

- (a) For Lots with 45 to 65 feet of width at the 20-foot building setback: Within 20 feet of any street on which a Lot fronts (provided garages must be set back 25 feet or more), 10 feet on any street on which a Lot sides, or within 5 feet of a side lot line and 15 feet of a rear lot line.
- (b) For Lots with 75 to 85 feet of width at the 20-foot building setback: Within 20 feet of any street on which a Lot fronts (provided garages must be set back 30 feet or more), 10 feet on any street on which a Lot sides, or within 5 feet of a side lot line and 20 feet of a rear lot line.
- (c) For Lots with 85 to 95 feet of width at the 20-foot building setback: Within 20 feet of any street on which a Lot fronts (provided garages must be set back 30 feet or more), 10 feet on any street on which a Lot sides, or within 5 feet of a side lot line and 20 feet of a rear lot line.
- (d) For Lots with 100 feet or more of width at the 20-foot building setback: Within 20 feet of any street on which a Lot fronts (provided garages must be set back 30 feet or more), 10 feet on any street on which a Lot sides, or within 5 feet of a side lot line and 20 feet of a rear lot line.

No structures of any type, including, but not limited to, patios, decks, gazebos, or swimming pools shall be constructed within the building setback.

The Architectural Review Committee may grant a variance to the foregoing setback restrictions in cases where necessary to permit a unique architectural design or to attempt to conserve native trees. A variance by the ARC does not waive any requirement of the City of San Antonio and the requirement of obtaining a variance from the City of San Antonio.

16. LOT CONSOLIDATION. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Review Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than four thousand (4,000) square feet of land. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinance or regulation. A consolidated Lot shall bear the full assessment rate for the total number of Lots, which are consolidated.

17. OUTBUILDING REQUIREMENTS. Every outbuilding, inclusive of such structures as a storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Review Committee. For Lots with 45 to 65 feet of width at the 10-foot building setback, no outbuilding shall exceed one (1) story in height, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the ground floor of the main dwelling. Lots with 75 feet or more of width at the 20-foot building setback, may have an outbuilding not to exceed two (2) stories in height, provided that the total floor area of outbuildings other than a detached garage shall not exceed ten percent (10%), individually or in the aggregate, of the ground floor area of the main dwelling.

18. SIGNS. 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 inquiries 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 thirty (30) 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 V.18. may be enforced at anytime by any person or entity named, referenced or identified on any sign.

19. LOT MAINTENANCE. Grass, weeds, and vegetation on each Lot shall be kept neat and shall be mowed at regular intervals. Trees, shrubs, vines and plants, which die shall be promptly removed from the property. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. The Homeowners Association shall not be responsible for maintaining the front yards for any Lots. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, or the Association, may without liability to Owner or any occupants, but without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or do any other thing

necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and for reasonable attorney's fees. Prior to construction and occupancy of a residence on a Lot, the Declarant may maintain the lot and invoice Owner for the reasonable and necessary cost of such maintenance. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The POA may also establish a methodology and schedule of fines that may be levied on homeowners that disregard the lot maintenance requirements. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced as fully as if it were an unpaid annual or special assessment.

20. LANDSCAPING. All front yards and side yards on all Lots, up to the front fence that extends from the side of the house to the side property line, must be sodded within thirty days after the occupancy of the house. Side yards on corner Lots must be sodded the full length of the property line adjacent to the street. After sodding, all yards must be maintained with grass or landscaping in a neat and well-mown condition, free of unsightly weeds and overgrowth. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard. Hydromulching and/or seeding may be utilized in place of sodding if approved by the ARC. No oak, elm, or pecan trees larger than eighteen inches (18") in diameter may be removed without written ARC approval, except for trees within the footprint of the foundation. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSE OF ANY TREES OR SHRUBS LOCATED ON THE PROPERTIES. The Architectural Review Committee is empowered to establish additional landscaping guidelines, consistent with these Restrictions as authorized by Article 4-2.

21. WATER, SEWAGE SYSTEMS. No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks.

22. VEHICLES. No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or any commercial vehicle larger than a three-quarter (3/4) ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the front yard in front of the building line of the permanent structure nor shall be kept, parked, stored or maintained on other portions of the Lot for a period more than twenty-four (24) hours, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots and streets. No vehicle can be parked or stored on any unpaved portion of any Lot. No vehicle shall be kept or stored on any Common Area, except for temporary parking available at a Common Area facility. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway, street or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a

screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose serving such Lot. On-street parking, except by visitors, is prohibited.

23. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacle may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

24. **ANIMALS.** No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Properties, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. The owner shall be responsible for cleaning up after such household pets. Excessive or persistent barking will not be permitted.

25. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or fluids may be maintained on any Lots above the surface of the ground.

26. **COMMUNICATIONS ANTENNAE.** Subject to the 1996 Amendments to the Federal Telecommunications Act, no radio, citizen band or otherwise, or television aerial wires or antennae shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit, and no microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Review Committee which shall have the authority to establish guidelines for the placement of satellite dishes and solar collectors. Solar apparatus, if used, must be installed in a location not visible from the street, any Rights-of-Way or other Lots or portions thereof, and may not be installed without approval by the Architectural Review Committee.

27. **NUISANCES.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or

nuisance to the neighborhood. . The POA may establish a methodology and schedule of fines that may be levied on homeowners that cause a nuisance in the neighborhood.

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

29. **EXTERIOR LIGHTING.** No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Review Committee). All lighting will adhere to the requirements of the City of San Antonio and Bexar County ordinances for "Dark Sky" requirements.

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

31. **ATHLETIC FACILITIES.** Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Review Committee. Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot in the subdivision or where same would be visible from an adjoining street or Lot, without the prior written consent of the Architectural Review Committee. The Architectural Review Committee shall have the authority to establish guidelines for the placement and design of basketball goals and no basketball goal shall be kept or maintained within sight of any street except in accordance with any such guidelines established.

32. **BURGLAR AND FIRE ALARMS.** Each residence constructed on a Lot within the Subdivision shall include, as part of the initial construction, a perimeter burglar alarm system covering all exterior doors, entries and windows on the ground floor of the residence and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect.

33. **HOUSE NUMBERING.** House numbers identifying the address of each house must be placed as close as possible to the front entry and shall be illuminated so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house.

34. **NO OVERHEAD UTILITY SERVICE.** There shall be no overhead utility service permitted on any Lot, including without limitation from the perimeter of the lot to the Living Unit or to any outbuilding. All such utility service shall be underground.

35. **ADDITIONAL LAND USE REGULATIONS.** The Association is empowered to establish additional land use regulations relating to the Property, both on

Lots and the Common Facilities (including subdivision streets) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

ARTICLE 6 EASEMENTS

1. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. All drainage on Lots must comply with the area grading plans attached as Exhibit "A" and any subsequent grading plans approved by the City of San Antonio.

2. SUBDIVISION WALLS AND MONUMENTS. An easement for construction, reconstruction, repair, and maintenance of any subdivision entry walls, monument, or sign, now or hereafter erected on a Lot, is hereby reserved to Declarant and the Association upon and across each such Lot. No Owner of a Lot on which a subdivision entry wall, monument, or sign is placed shall do or permit any act which damages, defaces, or alters such wall, monument or sign or obscures the same from view of any adjoining street. Any vegetation growing outside of a subdivision entry wall which borders the rear of any Lot in Cresta Bella an Enclave, shall be maintained by the Association and the Association may landscape the strip of land outside the wall as it deems appropriate. Vegetation growing between the subdivision entry wall and the adjoining street along the side of any corner Lot shall be maintained by the Lot Owner in a neat, orderly and trimmed condition, failing which, Declarant and/or the Association may enter on the Lot for such purposes and at the expense of the Owner.

3. MAINTENANCE AND ACCESS EASEMENTS. There is hereby created in favor of all easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof.

4. WAIVER OF LIABILITY. Neither the Declarant nor the Architectural Review Committee nor any member of the Committee shall be liable for any damage done

by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under, or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

5. DRAINAGE EASEMENTS. Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements and original grading of Lots as shown on Exhibit "A" in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

- (a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

- (b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Review Committee and the City of San Antonio, Drainage Engineer;

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

- (d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or

- (e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

6. COMPLIANCE BY OWNER. The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Review Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE 7
ANNEXATION AND AMENDMENTS

1. ADDITION TO PROPERTY. 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 lie within the area outlined on Exhibit "B" attached hereto and incorporated herein by reference. 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 therefor 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 fully 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.

2. DURATION. This Declaration shall remain in full force and effect until January 1, 2029, at which time, and on each tenth anniversary thereafter, this Declaration shall be automatically renewed for a period of ten (10) years unless the Owners of seventy-five percent (75%) of the Lots shall file a written agreement to abandon same.

3. AMENDMENT BY DECLARANT. 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.

4. AMENDMENT BY OWNERS. This Declaration may be amended by written instrument executed by the Owners of seventy-five percent (75%) or more of the Lots, provided that no amendment prior to January 1, 2029, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Bexar County, Texas.

5. FHA/VA APPROVAL. Absent Declarant's written waiver, then for so long as the Declarant, its successors and assigns, have a controlling vote of the Association, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: (a) annexation of property other than as shown on Exhibit "B" hereto; (b) dedication of Common Area; and (c) amendment of this Declaration other than pursuant to this Article.

ARTICLE 8 ENFORCEMENT

1. BREACH BY OWNER. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

2. REMEDIES. In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration, or any amendment thereto, or Rules and Regulations promulgated by the

Board of Directors, by an Owner, his family, guests, lessees or licensees shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (d) below), to avail itself of any one or more of the following remedies:

(a) The imposition of a special charge not to exceed Two Hundred Dollars (\$200.00) per violation, or

(b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

(c) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

(d) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including but not limited to attorney's fees and court costs.

3. WRITTEN NOTICE. Before the Board invokes the remedies provided in subparagraphs (a), (b), (c) and (d) above, it shall give written notice of such alleged violation to Owner, and shall provide the Owner the opportunity to respond. If, after the response, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

4. LIEN AGAINST OWNER. All charges assessed against an Owner pursuant to this Article shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment.

ARTICLE 9 MISCELLANEOUS

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

2. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

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

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

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

6. ADDITIONAL INFORMATION. Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner or prospective Owner may be implemented by the ARC, the Association or the Declarant. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to this Declaration to determine his rights and obligations as an Owner.

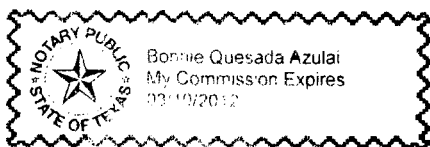
EXECUTED effective the 15th day of January, 2010.

242 CRESTA BELLA, LTD.,
a Texas limited partnership
By: 242 CRESTA BELLA GP, LLC
Its General Partner

By: *[Signature]*
Shaul Baruch, its Manager

STATE OF TEXAS *collins* §
COUNTY OF ~~DEXAR~~ §

This instrument was acknowledged before me on the 15th day of January, 2010, by Shaul Baruch, Manager of 242 CRESTA BELLA GP, LLC, General Partner of 242 CRESTA BELLA LTD, a Texas limited partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Gary W. Javore
JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER ETC.

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

MAR 04 2010



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20100036671 Fees: \$148.00
03/04/2010 4:21PM # Pages 34
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK