

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONSFORWOODLAND OAKS VILLAGEPLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GUADALUPE §

THAT, LANCASTER DEVELOPMENT COMPANY, a Texas corporation ("Declarant:"), being the duly authorized Agent for the owner of all of the lots situated within that certain subdivision known as Woodland Oaks Village Planned Unit Development, located on 10.2901 acres of land as described on the attached "Exhibit A" (hereinafter called "the subdivision"), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions, covenants, and conditions to run with the land and to apply to the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have executed, delivered and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

## ARTICLE I

PURPOSE

The Land is encumbered by these Restrictive Covenants for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to provide for the use and maintenance of common areas and improvements and a homeowners association for the residents of the subdivision; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of investment made by owners of Lots (as hereinafter defined).

## ARTICLE II

DEFINITIONS

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

(a) "ACC," "Committee" and "Architectural Control Committee" shall mean the Architectural Control Committee established pursuant to this Declaration.

(b) "Articles" shall mean the Articles of Incorporation of the Woodland Oaks Village Homeowners Association as they may, from time to time, be amended.

(c) "Association" shall mean and refer to THE WOODLAND OAKS VILLAGE HOMEOWNERS ASSOCIATION, a Texas non-profit corporation to be formed, its successors and assigns as provided for herein.

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

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

(f) "Bylaws" shall mean the Bylaws of the Woodland Oaks Village Homeowners Association, as they may, from time to time, be amended.

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

(h) "Declarant" shall mean and refer to LANCASTER DEVELOPMENT COMPANY, 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 numbered 2 thru 42, situated on the 10.2901 acres described in "Exhibit A."

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

(m) "Properties" shall mean and refer to the above described properties known as Woodland Oaks Village, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(n) "Subdivision Plat" shall mean and refer to the map or plat of Woodland Oaks Village to be recorded in the Deed and Plat Records of Guadalupe County, Texas, attached hereto as "Exhibit B."

### ARTICLE III

#### USE

All land included within the Properties 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 terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties 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.

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 within ten feet (10') of the curb.

During the construction and sales period of the initial Living Units, Builder Members may erect and maintain such structure as are customary in connection with such construction and sale of such property, including, but not limited to, a business

office, storage areas, sign and model units. All temporary construction offices shall be aesthetically compatible with the subdivision development, as determined by the Committee, and may only be located within the Properties for a period not exceeding one (1) year, unless written approval of the ACC is obtained.

#### ARTICLE IV

##### ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, initially composed of Michael W. Lancaster, who will serve until a successor is named. 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 ACC shall resign, and Declarant shall fail to appoint successors for a period of thirty (30) days after the last to resign, then in such event the Board of directors of the Association may appoint the members of the ACC.

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

No building, fence, or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior materials, for such building, fence or other structure and showing the location of such building, fence or other structure shall have been approved in writing by the Architectural Control Committee as to the quality of 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 submitted, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants.

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

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

## ARTICLE V

RESTRICTIONS ON LOTS

All Lots in the subdivision shall be used for residential purposes, No residential building shall remain incomplete for more than six (6) months after construction has commenced. Temporary use may be made of a house for builder's sales office, which shall be permitted until such house is sold, not to exceed twelve (12) months in total from time of completion, provided such use is approved in writing by Declarant.

Each Lot improved with a residence must include an attached or detached garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Control Committee.

The term "residential purposes" as used herein shall have the meaning given to it in Article III, above.

## ARTICLE VI

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed six feet (6') in height nor shall the total floor area exceeding one hundred (100) square feet.

## ARTICLE VII

BUILDING MATERIALS

Any exterior walls that face the street that the Living Unit is addressed to and the first thirty six inches (36") of any walls that abut the wall(s) that face the street of all one-story residential buildings, and the lower story of all two-story residential buildings, shall be constructed of rock, stucco or brick veneer. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors of bricks approved by the Architectural Control Committee.

Roofing shall be either slate, tile, factory fire treated wood (if permitted by the City of Schertz), tarnished metal with standing seams, or composition or fiberglass shingles provided that any composition or fiberglass roofing shall be 220 pounds or more.

## ARTICLE VIII

FENCES

No fence or wall or hedge shall be built or maintained forward of the front wall line, of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot, unless otherwise approved in writing by the Architectural Control Committee.

Fences constructed on a Lot parallel to a street adjoining the lot shall be of the following three types:

- (1) wood not to exceed six inches (6") in width; or
- (2) all masonry which matches the house; or
- (3) a combination of simple wrought iron bars and matching masonry.

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

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

An exception shall be made in the case of retaining walls and perimeter fencing constructed by Declarant.

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

No fence, wall, or hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the extended curb lines into the street. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

Declarant must construct a six foot (6') masonry privacy fence along the rear property lines of Lots 20 thru 25, 36 thru 38 and the sideyard of Lot 2 that parallels Dimrock Drive.

Builder Members must construct a six foot (6') wooden privacy fence along the rear property lines of all Lots and along the rear yard portion of any side property line of any Lot that adjoins a street prior to the sale of the Living Unit.

## ARTICLE IX

### DRIVEWAYS AND SIDEWALKS

Driveways on each residential Lot must be constructed of concrete, stamped concrete or brick pavers. All sidewalks shall be a minimum of three feet (3') wide behind the curb and shall use a broom-finished concrete. All other materials and finishes must be to City of Schertz specifications and approved in writing by the ACC. Location, design and any decorative surface must be approved by the Architectural Committee. The driveway turnout shall be constructed to specifications of the City of Schertz and in such manner as to provide an attractive transitional radius from the curb into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Control Committee. Asphalt driveways and sidewalks are specifically prohibited. All sidewalks, crossway, and driveway approaches shall comply with City of Schertz specifications. Any concrete spilled, poured, or washed on a street must be immediately removed leaving the street clean and unstained.

## ARTICLE X

### TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time as a

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

## ARTICLE XI

### SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale or rent. Signs used by the developer or builders to advertise Lots or homes within the Properties during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name of and phone number of the seller and/or the seller's agent. The Architectural Control Committee shall have control over all the wording, design, appearance, size, quantity, and location of all signs. Except for sale or rental signs adhering to the standards of the first sentence of this Article, all signs within the Properties shall be subject to the prior written approval of the ACC.

## ARTICLE XII

### MAINTENANCE

Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property and replacements of equal quality or value promptly installed. 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. 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.

Until a home or residence is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand.

## ARTICLE XIII

### LANDSCAPING

All front yards and side yards on all lots must be sodded, exclusive of any landscaped areas. Decorative ground cover rock in the front and side yard may not exceed ten percent (10%) of the total area of the front and side yard. No tree larger than four inches (4") in diameter may be removed without written ACC approval. Any Lot that abuts 3009 shall have at least one 4" or better diameter native tree or one must be planted prior to the completion of the Living Unit. No bird baths, lawn furniture or any type of lawn decoration shall be placed upon any portion of a front yard or any portion of a Lot that would be visible from any street without prior written approval from the ACC. 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.

ARTICLE XIV

VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a three-quarter (3/4) ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the 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, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots and streets, for a period more than twenty-four (24) hours. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

Off street parking shall be provided by the Owner of each Living Unit for all such vehicles in a location screened from view from the street and from the other Lots. On street parking, except by visitors, is prohibited. No vehicles may be parked overnight on any street. Overnight parking of vehicles in the driveway of the Living Unit shall be limited to one vehicle per Living Unit.

The Entry Gate will be controlled by a time clock that will open the gates at 6:30 a.m. and will close the gates within thirty (30) minutes of sunset, seven days a week until the construction of the last Living Unit is completed. Thereafter the gates will remain closed.

ARTICLE XV

GARBAGE AND REFUSE DISPOSAL

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

ARTICLE XVI

PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes and provided further that no more than two (2) adult animals may be kept on a single Lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Control Committee. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

ARTICLE XVII



OIL AND MINING OPERATIONS

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

## ARTICLE XVIII

WATER AND SEWAGE SYSTEMS

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

## ARTICLE XIX

RADIO OR TV ANTENNA, SATELLITE DISHES AND SOLAR COLLECTORS

No radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. No microwave or other satellite dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street, any Rights-of-Way or other Parcels or portions thereof, and must be approved by the Architectural control Committee before erection.

## ARTICLE XX

NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

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

## ARTICLE XXI

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 the 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 plan attached as



ARTICLE XXII

1229/0413

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. Neither the Declarant nor the Architectural Control Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the 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 Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

ARTICLE XXIII

DRAINAGE EASEMENTS

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

- (1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or the vegetation therefrom without the prior written approval of the Architectural Control Committee and the City of Schertz;
- (3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements that would impede the natural flow of water over and across such easements;
- (4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (5) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

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

ARTICLE XXIV

GARAGES

A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit. Garages on corner Lots must be set back at least fifteen feet (15') from the side Lot line along the street and all garages must be set back at least twenty-five feet (25') from the front Lot line. Each driveway must accommodate two vehicles in front of the garage. Only one vehicle may be parked overnight in the driveway. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants and the specifications of the City of Schertz.

ARTICLE XXV

MAXIMUM HEIGHT

No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty feet (30') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two (2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

ARTICLE XXVI

MINIMUM AREA

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

- |    |              |    |                              |
|----|--------------|----|------------------------------|
| A. | Single Story | -- | Thirteen Hundred (1300) Feet |
| B. | Two Story    | -- | Fifteen Hundred (1500) Feet  |

ARTICLE XXVII

BUILDING SETBACKS

Minimum front setback shall be twenty-five feet (25') for all structures. Rear setback must be a minimum of twenty feet (20').

Side yards shall be a minimum of five feet (5') on each side and total fifteen (15') feet. All setbacks must comply with the City of Schertz zoning ordinances.

ARTICLE XXVIII

LOT CONSOLIDATION

Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Control committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than seven thousand (7000) square feet of land and that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated and shall comply with all lawful requirements of any applicable statute, ordinance or regulation.

## ARTICLE XXIX

1229/0415

### ENFORCEMENT

Except for matters related to the Architectural Control Committee as previously described, if the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any person owning any Lot to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

## ARTICLE XXX

### ATHLETIC FACILITIES

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed within forty feet (40') from the front property line of any Lot in the Subdivision without the prior written consent of the Architectural Control Committee.

## ARTICLE XXXI

### AMENDMENT

This Declaration may be amended by written instrument executed by the Owners of seventy-five percent (75%) or more of the Lots, provide that no amendment prior to January 1, 2002, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Guadalupe County, Texas.

## ARTICLE XXXII

### 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.

## ARTICLE XXXIII

### 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 XXXII above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article XXXII. 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 three votes for each Lot in which they hold the interest required for membership by Article XXXII 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, 2002.

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. The Declarant shall serve as the Board of Directors for two years following the date that the Association is formed.

#### ARTICLE XXXIV

##### COVENANTS FOR MAINTENANCE 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 improvements, 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.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities (including all gated entries and exits) devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

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 annual assessment for unimproved Lots shall be one-fourth (1/4) 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 thereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied as a residence, whichever first occurs.

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 and shall

set forth the purpose of the meeting.

1229/0417

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 ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

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 of proxies 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 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.

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 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 annual assessment for improved Lots for the then current year assessment. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

In May 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.

All past due and unpaid assessments shall bear interest at the rate of eighteen percent per annum from the date due until the date paid. 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 30 days after the due date thereof. The Association shall be entitled to collect from each Owner the costs of 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.

#### ARTICLE XXXV

##### SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any valid purchase money or construction mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot, pursuant to such valid mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become 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.

1229/0418

ARTICLE XXXVI

TITLES

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

ARTICLE XXXVII

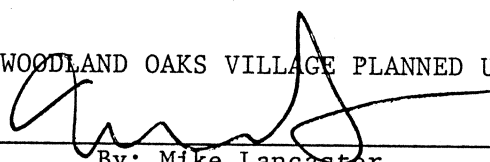
Lancaster Development Company has completed all the improvements to the common use land (Lot 1) and no further improvements are required.

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 GUADALUPE 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 GUADALUPE COUNTY, TEXAS.

Executed the 18th day of September, 1996


WOODLAND OAKS VILLAGE PLANNED UNIT DEVELOPMENT

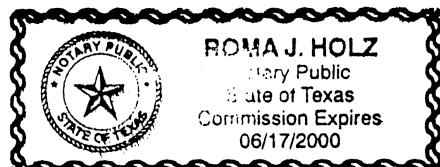
  
By: Mike Lancaster  
President, Lancaster Development Company  
Authorized Agent

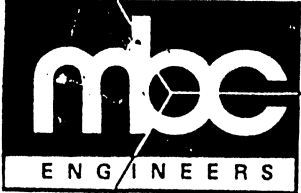
STATE OF TEXAS

COUNTY OF GUADALUPE

This instrument was acknowledged before me by Mike Lancaster, President of Lancaster Development Company, on September 18, 1996.

  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_





MACINA • BOSE • COPELAND and ASSOCIATES, INC  
CONSULTING ENGINEERS AND LAND SURVEYORS.

415 Breesport Drive, San Antonio, Texas 78216  
(210) 349-0151 FAX (210) 349-9302

EXHIBIT "A"

1229/0419

METES AND BOUNDS DESCRIPTION  
FOR

10.2901 ACRES OF LAND OUT OF THE TORIBO HERRERA SURVEY NO. 68, ABSTRACT A-205, AND BEING A PORTION OF LOTS 1 & 2, BLOCK 10 OF HORSESHOE OAKS UNIT-2A, CITY OF SCHERTZ AS RECORDED IN VOLUME 4, PAGE 267 OF THE PLAT RECORDS OF GUADALUPE COUNTY, TEXAS, SAID 10.2901 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: At a point on the southwest right-of-way line of F.M. Highway No. 3009 (Roy Richard Drive), also being the northeast line of aforesaid Lot 2 and at the northernmost extremity of a northwest cut-off of Dimrock and F.M. Highway No. 3009 for the easternmost corner of this tract and the POINT OF BEGINNING;

THENCE: S 15°39'25" W 56.71 feet to a 1" square pin found on the north right-of-way line of Dimrock for a corner of this tract;

THENCE: Westerly along the north right-of-way line of Dimrock the following courses:

S 60°23'16" W 49.76 feet to a ½" iron pin found at the point of curvature;

Along a curve to the left having a radius of 580.00 feet, a central angle of 27°25'15" a tangent length of 141.50 feet, an arc length of 277.60 feet and a chord which bears S 46°40'38" W 274.94 feet to a ½" iron pin in concrete found at the point of reverse curvature;

With a curve to the right having a radius of 500.00 feet, a central angle of 13°53'26", a tangent length of 60.91 feet, an arc length of 121.22 feet and a chord which bears S 39°54'44" W 120.92 feet to a "X" on the sidewalk at the southernmost corner of the said Lot 2 and on the northeast 52 foot drain right-of-way as shown in the aforesaid Horseshoe Oaks, Unit-2A;

THENCE: N 54°35'25" W 437.00 feet to a ½" iron pin found on a northwest line of the said Horseshoe Oaks, Unit-2A and the northeast corner of 52 foot drain right-of-way for the westernmost corner of this tract;



1229/0420

EXHIBIT "A"

- THENCE: N 10°34'04" E 506.37 feet along a northwest line of the said Horseshoe Oaks, Unit-2A to a point for the northwest corner of the said Lot 2, also being the southwest corner of Lot 1;
- THENCE: N 29°36'59" W 374.99 feet along the southwest line of the Lot 1 to an "X" in concrete found at the northwest corner of the said Lot 1 and on the southeast right-of-way line of Woodland Oaks Drive for the northwest corner of this tract;
- THENCE: Easterly along the southeast right-of-way line of Woodland Oaks with a curve to the right having a radius of 500.00 feet, a central angle of 02°17'33", a tangent length of 10.00 feet, an arc length of 20.01 feet and a chord which bears N 61°31'44" E 20.00 feet a point for a corner of this tract;
- THENCE: S 29°36'59" E 189.59 feet to a point a for corner of this tract;
- THENCE: N 60°22'59" E 321.71 feet to a point on the southwest right-of-way line of F.M. Highway No. 3009, also being on the northeast line of said Lot 1 for the northeast corner of this tract;
- THENCE: Southeasterly along the common line of said Lots 1 and 2 and the southwest right-of-way of F.M. Highway No. 3009, the following courses:
- S 29°20'44" E 185.00 feet to a ½" iron pin a found;
- S 29°25'26" E 223.04 feet to a 1" square iron pin found;
- S 25°24'51" E 145.56 feet to a 1" square iron pin found;
- S 29°21'33" E 267.45 feet to the POINT OF BEGINNING, containing 10.2901 acres of land.

16645  
August 29, 1996  
DHB/lk





1229/0422

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

CERTIFICATION FORM

STATE OF TEXAS  
COUNTY OF GUADALUPE

I, \_\_\_\_\_, COUNTY CLERK OF GUADALUPE COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE RECORD, NOW IN MY LAWFUL CUSTODY AND POSSESSION AS APPEARS OF RECORD FILED IN: x-7

VOLUME \_\_\_\_\_, PAGE \_\_\_\_\_

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE, THIS THE

\_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 19\_\_

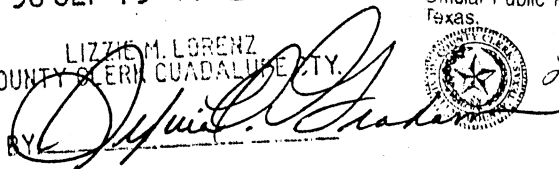
BY: \_\_\_\_\_

SEAL

FILED FOR RECORD

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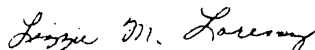
LIZZIE M. LORENZ  
COUNTY CLERK, GUADALUPE COUNTY, TEXAS

BY: 

THE STATE OF TEXAS  
COUNTY OF GUADALUPE

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly recorded in the Official Public Records of Guadalupe County, Texas.



  
County Clerk,  
Guadalupe County Texas