

The Property Owner's Guide to the Deed Restrictions for the Kriewald Place Association in Plain English

**A Guide to the Declaration of Covenants, Conditions and Restrictions
for the Kriewald Place Association, Inc.**

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The Property Owner's Guide to the Deed Restrictions for the Kriewald Place Association in Plain English is intended to assist Kriewald Place neighborhood owners and residents to understand the deed restrictions which apply to homes and lots in the neighborhood. This Guide is not intended to be a legal interpretation of or replacement for the Declaration of Covenants, Conditions and Restrictions for the Kriewald Road subdivision, Unit 1 or otherwise, which are filed in the Bexar County Property Records or any amendment or annexation to it.

IN CASE OF QUESTIONS OR LEGAL INTERPRETATION, PROPERTY OWNERS/RESIDENTS SHOULD ALWAYS REFER TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR KRIEWALD ROAD, filed in the Bexar County Property Records AND ANY AMENDMENTS and ANNEXATIONS THERETO.

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KRIEWALD PLACE SUBDIVISION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
(DEED RESTRICTIONS)

ABBREVIATIONS USED

ACC = "Architectural Control Committee"

DECLARANT = "Obra Homes, Inc. or Successors" or "developer"

HOA = "homeowners association", "Kriewald Place Association, Inc."

INTRODUCTION

Deed restrictions apply to all residential lots in the Kriewald Place subdivision.

Deed restrictions do not generally apply to common area, which is property owned by the HOA, or property designated on a subdivision plat for any purpose other than residential.

Article 1 – LAND USE & BUILDING TYPE

Lots may be used for single (one) family residential purposes only, one residence of not more than 2.5 stories of living area in height, per lot.

Single family residential purposes means not more than two unrelated adults and their children living together in a single housekeeping unit.

An enclosed garage must be constructed with each residence and may not be converted to living quarters unless and until a replacement garage of equivalent size is constructed. No such change may be made before or until approval to do so in writing is received from the ACC.

A garage apartment or servants quarters cannot be rented out and may be used only by servants employed in the residence, or members or guests of the family occupying the residence.

Consolidating two or more lots into a single legal parcel does not affect the assessments by the homeowners association—a full assessment must be paid for each originally platted lot.

Article 2 – Architectural Control

No building or improvement can be constructed or placed on a lot unless approval for it has been given in writing in advance by the Architectural Control Committee (ACC).

No change to a building or lot may be made unless approval for it has been given in writing in advance by the ACC.

Application for approval for a building or improvement or change to a building or lot must be made in writing and include explanatory materials like building plans, material and color samples, and location maps/plans showing distances/dimensions.

The ACC has thirty (30) days, beginning when the plans and other required documents are received, to deny an application and thirty (30) additional days to forward a notice of denial in writing. If not denied, an application is approved only if it does not violate the deed restrictions

Once approved, construction must be completed within 180 days of approval or approval is void.

While the developer owns any lot, the ACC will be composed of not more than three (3) individuals appointed by the developer.

At any time, the developer can assign the right to appoint members to the ACC to a successor developer or to the Board of Directors of the homeowners association, but if this right is assigned to such Board, the ACC must be fixed at three (3) members.

The person or entity which has the authority to appoint members to the ACC also has the authority to remove and replace them at any time.

The ACC has specific authority to interpret and apply any of the deed restrictions which may be vague or uncertain.

The ACC has authority to set and publicize binding standards for improvements on the residential lots.

The ACC can designate one of its members to act on behalf of the entire Committee.

Members of the ACC are protected from liability for their acts or failure to act as set out in the deed restrictions.

Members of the ACC may not be paid for their services on the Committee.

The ACC does not warrant or guarantee the quality, standard or value of any approved construction or that it will not harm a neighboring property.

All lot improvements are constructed at the sole risk of each lot owner.

If the ACC determines an application is sufficiently complex, it may retain an architect or engineer to assist and advise it and the reasonable costs of the architect or engineer will be charged to and paid by the applicant for approval.

The current mailing address for the ACC is 1600 N. E. Loop 410, Suite 202, San Antonio TX 78209-1613 or as changed by recording a new mailing address in the Bexar County Property Records.

Article 3 – DWELLING SIZE & MATERIALS

Every residence must have a living area of at least nine hundred (900) square feet, excluding open or screen porches, terraces, driveways, garage, garage apartment or servant's quarters and other approved accessory building or structure.

Exterior building materials must be approved in writing in advance by the ACC.

The ACC may publish a list of approved materials and colors which are acceptable for use within the HOA and the list may be changed from time-to-time.

Article 4 – LOCATION OF BUILDINGS & IMPROVEMENTS ON LOTS

No part of any building is permitted closer to a street than the building setback line shown on the recorded plat for the subdivision. No part of any building can be closer than 5' to a side yard lot line unless at least 10' separates two homes.

No part of any building or improvement may interfere with or obstruct the use of an easement shown on the recorded plat for the subdivision or created by other document.

No structure or improvement except landscaping as approved by the ACC may be placed between the front setback line and the curb or, on a corner lot, between the side property line and the curb.

Roof overhangs up to 24", window boxes and fireplace extensions are not considered to be part of a building for the purposes of this section.

With ACC approval, mailboxes and lighting may be placed between lot lines and the curb.

The ACC has the power to waive setback requirements if it determines that the waiver will not create an unreasonable burden for the subdivision and there is sufficient need for the waiver but cannot waive any building code or governmental regulation.

Article 5 – DRAINAGE

Each lot owner must maintain the original drainage design and construction on his/her residential lot.

No change in the original drainage design and construction may be made without first obtaining the approval of the ACC and, during the first ten (10) years of the existence of each lot, the Declarant must also give written approval for any such change.

No landscape plan which would alter drainage on any lot will be approved.

Each property owner is solely responsible for changes to the drainage on his/her property, including but not limited to damage to his/her own property and surrounding properties.

Article 6 – UTILITIES & DRAINAGE EASEMENTS

No structure or improvement of any kind may be constructed or placed on any easements on a residential lot for utilities and drainage.

No trees, shrubs, berms or other structures may be placed on any easement in a manner which would in any way limit the intended use of that easement.

Neither the developer, the HOA, nor any utility company or drainage authority is liable to any lot owner for any damage done to shrubbery, trees, flowers or other property located within an easement area.

Article 7 – PROHIBITED STRUCTURES

Mobile homes and modular homes are prohibited in the HOA.

Except where permitted by federal or state law or regulation, antenna are prohibited except (1) a "wire" or "tube" antenna contained within the attic space of a residence and (2) a satellite dish or receiver not larger than 1 meter in diameter, which may be installed on the side or back of a residence not higher than the highest part of the house, with some limited exceptions.

No broadcast antenna or antenna used to send a signal may be placed outside a residence.

No patio cover may be erected on the side of a residence if it will be within 15' of the adjoining residence.

No clothesline is permitted unless concealed from general view by fences, buildings or landscape as required by the ACC.

No flag pole, skate ramp or other athletic apparatus may be erected, placed or used at any time in front of the front building setback line on the recorded subdivision plat.

No portable building, tent, shed, barn, basketball goal or other portable structure may be placed on any lot without approval from the ACC.

A home builder may place certain temporary improvements on a lot in connection with the construction and/or original sale of homes in the subdivision, but may never use a temporary structure for residential purposes.

Article 8 – PROHIBITED ACTIVITIES

No business or service activity may be conducted on or from any lot or improvement on any lot in the subdivision.

No rental or lease of any residence may be for less than ninety (90) days.

No noxious or offensive activity of any kind which may be or become an annoyance or nuisance to the neighborhood is permitted on any lot.

No illegal activity is permitted on any lot.

No activity intended to harass any owner is permitted.

Violation of any state, state agency, municipal government or political subdivision law or regulation is deemed a nuisance and is not permitted.

For the public safety, streets and roadways are not to be used as playgrounds or recreational areas.

Article 9 – MINING

No oil, gas or water well drilling, development or refining, quarrying or mining operations of any kind are permitted on any lot.

Article 10 – GARBAGE & OTHER WASTE

No lot may be used to dump rubbish, trash, garbage or other waste.

No rubbish, trash, garbage or other waste from normal household operations may be kept on a lot except temporarily and until ordinary collection.

All waste being kept for collection must be kept in closed sanitary containers with closed tops or lids, or in plastic bags which have been securely closed.

All trash containers (including plastic bags) must be kept hidden from general view except when out for collection on a regularly scheduled trash collection day.

Trash containers (including plastic bags) must be placed out for trash collection in compliance with all applicable ordinances, rules and regulations.

All trash containers, bags and equipment must be kept in a clean and sanitary condition.

Article 11 – ANIMALS

The only animals which may be kept, bred or raised on a residential lot are not more than two (2) dogs and/or two (2) cats

Pets may not be kept, bred or maintained for commercial purposes.

A person must be physically with a pet and have it on a leash except when the pet is kept in a residence or securely fenced yard. Pets are not allowed to roam the subdivision.

Incessant barking or howling of pets is a nuisance and is prohibited.

Every pet owner or custodian must immediately remove the excrement of his/her pet from yards, streets, sidewalks, common areas and rights-of-way.

Every pet owner must comply with any local ordinances or laws relating to pets.

Article 12 – EASEMENTS

Easements are areas on a lot which are reserved for the placement of utility lines (overhead or underground), and for drainage purposes. Easements are shown on the subdivision plat of the neighborhood and are usually over the rear 5' of each lot and 5' inside each side property line. Nothing may be done in these areas, including planting of landscape materials, to damage, obstruct or interfere with the maintenance of the utility lines or interfere or change the flow of drainage in the easements. Each property owner is responsible to maintain that part of his/her lot which is covered by an easement.

Article 13 – FENCES, WALLS AND HEDGES

Where a masonry, wood or metal fence has been constructed, the owner of the lot or lots on which it is located has the responsibility to maintain the fence.

Fences in the HOA must generally be 6' in height and made from wood, brick or stone, or some other material approved by the ACC. Wood fences must be solid in appearance and may not be of "open picket" or "open rail" design.

All fences and gates facing a public street must be constructed of masonry, wrought iron, or vertical solid cedar, spruce or other wood approved by the ACC.

All wood fences and gates must be left natural or covered with a natural clear stain or a clear wood preserver that does not change the color or natural appearance of the wood.

Colors for masonry and iron fencing must be approved by the ACC and be in harmony with the existing residence.

No fencing may be placed between the front building setback and the street.

Article 14 – TRAFFIC SIGHT BARRIERS

Nothing may be planted or built at a corner or by a driveway near a street which interferes with or obstructs the sight lines at that location and makes it difficult to see vehicles driving on or backing onto a street or driveway or to otherwise see a pedestrian, cyclist or other individual in that area.

Article 15 – CUTTING OF WEEDS OR GRASS AND REMOVAL OF TRASH

Each lot owner or occupant must keep grass neatly trimmed and weeds cut.

Each lot owner or occupant must keep adequate ground cover on his/her lot to protect against soil erosion.

Each lot owner or occupant must keep the curb and gutter lines along the street adjoining his/her property free from grass, weeds and overgrowth. For corner houses, this includes side streets.

No one may permit garbage, trash, rubbish or other waste to accumulate on a lot in the HOA.

No lot may be used for the storage of materials and equipment except for normal residential purposes or incidental to the construction of improvements thereon.

Article 16 – SIGNS AND BILLBOARDS

The use of signs on a lot is restricted.

Only one sign advertising a lot for sale or for lease may be placed on a lot at any time and the sign must be rectangular in shape and not more than 5 square feet in size. Any such sign must include a daytime telephone number in numbers big enough to read from curbside. There are some exceptions to this rule for builders.

One sign or a sticker advertising the installation of a home security system is permitted on each lot with the approval of the ACC.

The homeowners association may place on lots signs noting special accomplishments such as "yard of the month", "Christmas decoration award", etc.

No other sign may be erected or maintained within the HOA unless permission is given first in writing by the Board of Directors of the HOA, which may refuse permission without cause and may not consent unless the Board determines such a sign creates a benefit for the general HOA membership. Any sign placed without Board approval may be removed without consent and is not subject to liability for trespass or any other legal claim.

Signs on motor vehicles are restricted. Please check the deed restrictions for specific information.

No signs may be placed or allowed to remain on a private street, public street or right-of-way.

Article 17 – MISCELLANEOUS VEHICLES AND EQUIPMENT

No vehicle may be parked or stored on a lot or any street, right-of-way, easement or common area except for temporary parking of up to forty-eight (48) hours of a passenger vehicle or light truck on the paved area of a lot and on a residential street.

A vehicle must have a current license plate registration sticker and safety inspection sticker in view to be legally parked on a lot or on a residential street in the HOA. A vehicle which is not properly licensed or inspected, has one or more flat tires or is disabled or partially disassembled cannot be legally parked at all on such a lot or on a residential street.

No motorcycle, motorbike, motor scooter, motorized bicycle or other motorized vehicle may be operated on a lot or street except by a state licensed driver, must be equipped with an adequate and properly functioning muffler, and may not be operated so as to cause a nuisance or danger.

Article 18 – MAINTENANCE OF A RESIDENTIAL LOT

All homes, fences, outbuildings and other improvements must be kept in good repair, painted and properly maintained.

In addition to any other method of enforcement, if the owner or occupant of a home or lot in the HOA does not comply with the restrictions set out in Articles 1 – 18 of the deed restrictions, after giving ten (10) days written notice, with the approval of the Board of Directors of the HOA, the HOA has the right to go onto such property, do or cause to be done any work required to make the property comply with these deed restrictions, and charge the owner for the cost of the

work. If not promptly paid, any such costs, attorney fees and court costs can be added to the annual maintenance charge against the lot and be collected in the same way as unpaid maintenance assessments, including foreclosure.

ARTICLE 19 – MAINTENANCE ASSOCIATION, MAINTENANCE CHARGE AND SPECIAL ASSESSMENTS

Everyone who buys a lot in the HOA is automatically a member of the HOA and agrees to comply with the deed restrictions and pay an annual assessment to cover the cost of operating the HOA.

The HOA is a non-profit Texas corporation which has specific powers set out in this Article and in the Texas Non-Profit Corporation Act.

The annual assessment is fixed by the Board of Directors of the HOA and due on January 1st each year. A statement showing the amount due will be mailed to each lot owner as soon as possible after the assessment is fixed to the address of the owner(s) shown in the records of the HOA. Interest is charged on assessments not received by the due date.

The annual assessment may not be more than \$240 per year starting in 2002 or be increased more than 10% per year each year, compounded, after 2002.

So long as a lot does not have a dwelling constructed on it, which is substantially complete and ready for occupancy, the annual assessment for that lot will be 25% of the normal assessment rate and adjusted to the normal assessment rate on a pro rata basis when a dwelling is built and ready for occupancy.

A special assessment may be levied to pay for the cost of construction, repair or replacement of capital improvements on common property owned by the HOA for the benefit of Association members provided:

- a. a special meeting of HOA members is called with proper written notice given;
- b. at least 51% of the members of each class of member is present in person or by proxy at the meeting; and,
- c. at least 67% of those present vote in favor of the special assessment.

The deed restrictions set out the purposes for which the funds of the HOA may be used.

The HOA must provide liability insurance for all HOA directors and indemnify officers and directors of the HOA or uninsured losses resulting from their actions as directors except those resulting from criminal acts.

HOA funds will not be used to reimburse the developer for any capital expenditure or improvements unless approved by the Federal Housing Administration or Department of Veterans Affairs.

If additional areas are annexed into the HOA, funds are to be kept in a single account and services paid for and provided without allocating these to particular lots or subdivision areas.

Specific areas of property will be transferred to the ownership of the HOA. These areas will be available to members to use subject to reasonable rules governing use, payment of reasonable admission and other fees, the right of the HOA to suspend a member's use of such property and voting rights under specific circumstances, the right of an owner to delegate use of such property to family members, tenant or contract purchasers who reside on the property, and the right of the HOA to transfer any part of such property to a public authority or similar purpose association under specific circumstances described in the deed restrictions.

A lien to secure payment of assessment charges is established on the lots subject to the deed restrictions, which owners agree was created before their purchase of their lot(s). The lien secures payment of the annual assessment, past-due interest, any other expenses charged under the deed restrictions, plus reasonable expenses, costs and attorney's fees incurred during collection. The lien covers both the lot and is a personal obligation of the lot owner(s).

A lot owner is responsible to notify the HOA of the name of any new owner(s) and their mailing address.

The mailing address for the Association is in care of 1600 N. E. Loop 410, Suite 202, San Antonio TX 78209, unless changed by filing a notice in the Bexar County Property Records.

There are initially two classes of voting members in the HOA—Class "A" members, who are individual lot owners entitled to one (1) vote per lot, and Class "B" members, who is the developer entitled to three (3) votes for each lot owned. Class "B" membership is converted to Class "A" membership on December 31, 2012, or earlier when the total number of Class "A" votes outstanding equals the total number of Class "B" votes outstanding.

The initial Board of Directors of the HOA will consist of three (3) members appointed by the developer, which may remove and appoint directors at any time.

When 25% of the lots in the subdivision are owned by persons other than the developer, one (1) board member shall be elected by the Class "A" members of

the HOA for a term which continues to the next regular annual meeting of the members of the HOA.

When Class "B" membership in the HOA is converted to Class "A" membership, a second board member shall be elected by the Class "A" members of the HOA for a term which continues to the next regular annual meeting of HOA members.

The remaining director appointed by the developer will continue to hold office until all residential lots in the HOA have been sold to persons or entities other than the developer. At the first regular annual meeting of the members after such sale, HOA members may decide to increase the number of directors to five (5) and will elect at least one member to a one (1) year term; one member to a two (2) year term; and one member to a three (3) year term; after the end of which all board members will be elected for three (3) year terms.

If an elected director resigns, dies or is otherwise incapacitated, he/she must be replaced by election at a special meeting of the HOA members called for that purpose, for the remainder of his/her term.

No director is entitled to compensation for his/her service as a director but may be reimbursed for actual out-of-pocket expenses incurred while performing his/her duties on the Board.

Any elected director may be removed, with or without cause, by a majority vote of the HOA members entitled to elect such director.

The books and records of the HOA may be inspected by members of the HOA at reasonable times at its principal office.

Provisions for winding up and dissolving the HOA are included in the deed restrictions.

Article 20 – RIGHTS OF MORTGAGEES (Mortgage Holders)

The lien to secure the association assessments is subordinate to any first mortgage.

Article 21 – TERM OF RESTRICTIONS

The deed restrictions will continue in force until December 31, 2042, and will then be extended automatically for additional successive periods of ten (10) years unless revoked as set out in the deed restrictions.

Article 22 – ENFORCEMENT OF RESTRICTIONS

Each lot owner, the Association's Board of Directors, the HOA itself, and the developer all have the right to file suit to force compliance with the deed restrictions. The HOA has the right to foreclose the lien to secure payment of assessments and any expenses, interest or collection charges which remain unpaid.

If any one provision of the deed restrictions is found by court order to be invalid, this will not invalidate any of the other provisions of the deed restrictions.

Enforcement of the deed restrictions must also comply with provisions of the Texas Property Code and Texas Residential Property Owners Protection Act.

Article 23 – ASSIGNMENT BY DEVELOPER AND MAINTENANCE ASSOCIATION

The developer may at any time give to the HOA any and all rights which are kept for the developer in the deed restrictions, except the right to annex additional property. Any assignment must be made in writing and filed in the Bexar County Property Records.

The HOA may assign or delegate to a committee or designated representative any and all approval rights given to the HOA in the deed restrictions. This must be done by resolution of the Board of Directors.

Article 24 – AMENDMENT OF RESTRICTIONS

The deed restrictions may be amended by a document signed by at least 75% of the owners and lien holders, specifically including first mortgage lien holders, and the developer for so long as the developer owns lots in the HOA.

So long as Class "B" membership in the HOA exists, the developer has the right to amend, alter, delete or remove any of the deed restrictions without the consent of the other owners, so long as the developer determines this is in the best interests of the Owners.

Article 25 – ANNEXATION AND SPECIAL CONSENTS

There are provisions made for the addition of properties to the development by the developer without the consent of Owners.

Any other property owner may apply in writing to be added to the HOA by taking the actions set out in the deed restrictions and a vote in favor of such a proposal by two-thirds (2/3) of the members of each class of membership in the HOA and filing an appropriate document in the Bexar County Property Records.

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