

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**THE RIDGE AT IRON HORSE CANYON SUBDIVISION**

**BEXAR COUNTY, TEXAS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR    §

THIS DECLARATION, made on the date hereinafter set forth by Velma Development, LLC, a Texas Limited Liability Company hereinafter referred to as "Declarant" for The Ridge at Iron Horse Canyon Subdivision.

**W I T N E S S E T H:**

**Whereas**, Declarant (as defined in Article 1, Division 1.1), on the date hereof is the owner of certain real property located in Bexar County, Texas; and

**Whereas**, Declarant desires to create thereon a residential community with designated "Lots" (as that term is defined herein) for the benefit of the present and future Owners of said Lots; and

**Whereas**, Declarant desires to ensure the preservation of the values in said community, and to this end desires to further subject the real property described on Exhibit A to the covenants, restrictions, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof; and

**Now, Therefore**, Declarant declares that the real property described on Exhibit A is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, and easements hereinafter set forth as well as those previously filed of record to the extent the same are not abrogated or superseded herein.

**Article I.**

**Administrative Provisions**

**Division 1.1 Definitions.** The following words and terms when used in this Declaration shall have the following meanings:

"Declarant" shall mean and refer to Velma Development, LLC and its successors and assigns. No Person purchasing one or more Lots in the ordinary course of business shall be considered as "Declarant."

"Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Ridge at Iron Horse Canyon Subdivision and include the same as it may, from time to time, be amended, subject to and in accordance with the terms hereof.

"Governmental Authority" shall mean and refer to the Federal government of the United States of America, the State of Texas, including the Texas Commission on Environmental Quality, County of Bexar, City of Helotes, or any other governmental body, subdivision, agency, authority now or hereafter in existence that has jurisdiction over the Properties or any use or activity with respect to the Properties.

"Improvement" or "Improvements" shall mean and refer to any structure, whether preliminary, temporary or permanent, constructed or placed, or intended to be placed, upon any portion of any Lot by, or on behalf of any Owner and shall, where appropriate to the context, include clearing, grading, grubbing, landscaping and removing trees or other vegetation and/or any modification, expansion, demolition or removal of any existing structure.

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

"Lot" shall mean and refer to a designated parcel, tract, or area of land on the Properties established by plat, subdivision, or as otherwise permitted by law, to be used, developed, or built upon.

"Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Iron Horse Canyon Subdivision recorded in Volume 9524, Page 2013 of the Official Public Records of Real Property, Bexar County, Texas.

"Notice" shall mean and refer to delivery of any document by regular mail, with postage prepaid, to the last known address of the Person to whom such Notice is to be given or address of the Living Unit. Notice to one (1) of two (2) or more co-Owners shall constitute Notice to all Owners. Notice shall be effective upon depositing such document in a depository maintained by the United States Postal Service for such purposes.

"Owner" shall mean and refer to every Person who is a record owner of a fee or



undivided fee interest in any Lot, including contract sellers. If a Lot is owned in undivided interests by more than one Person, each owner shall be an Owner for purposes of this Declaration. A Person that owns only a lien or other similar interest in a Lot as security for performance of an obligation is not an Owner with respect to that Lot.

"Person" means any natural person, corporation, joint venture, partnership, association, trust or other legal entity.

"Plat" shall mean and refer to the plat filed in Volume 9647, Pages 75-81 in the Deed and Plat Records, Bexar County, Texas.

"Properties" shall mean and refer to the land described in Exhibit A.

"Setback Line" shall mean and refer to each line designated on the Plat as such, this Declaration or the Master Declaration, which, within the area from the Setback Line to the property line of the Lot.

Division 1.2 Declaration. From and after the recording of this Declaration in the Official Public Records of Real Property of Bexar County, Texas, the Properties shall be subject to this Declaration.

Division 1.3 Easements.

Section 1.3.1 Utility Easements. Declarant reserves to itself without necessity of the joinder of any Owner, and notwithstanding the fact that it may not then own such affected portion of the Properties, the right to grant easements or licenses to any private company, public or private utility or Governmental Authorities providing utility and other similar services within the Properties upon, over, under and across the Properties or any portion thereof, subject to the limitation that no additional easement will be granted on any Lot except that portion of a Lot between a Setback Line and the property line of the Lot. Such easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating irrigation lines, water lines, waterworks, water mains, water distribution systems, drainage systems, pipes, wires, power lines, telephone service, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery, licenses, equipment and rights appurtenant thereto and which may be necessary or desirable for the installation and maintenance of utilities in the Properties. All such easements to be of a size, width and location so as to not unreasonably interfere with the use of any Improvements which are constructed.

Section 1.3.2 Declarant Easements. Declarant hereby reserves to itself and to such

other Person as Declarant may, from time to time, designate in writing, a perpetual easement, privilege and right in and to, over, under on and across the Properties, for ingress, and egress as required by its employees, agents, independent contractors, invitees and designees; provided, however, that such access and use is not to unnecessarily interfere with the reasonable use and enjoyment of these Properties by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Properties including, but not limited to, easements for signage for the benefit of homebuilders constructing Living Units in the Properties. The easements granted by Declarant shall not unreasonably interfere with the enjoyment of the Properties.

Section 1.3.3 Service Easements. Declarant hereby grants to delivery, pick-up and fire protection services, police and Governmental Authorities, United States Postal Service mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by Declarant, the non-exclusive, perpetual right of ingress and egress over and across the Properties for the purpose of performing their authorized services and investigation.

Section 1.3.4 Platted Easements. The Plat dedicates for use as such, subject to the limitations set forth herein, certain easements shown thereon, and the Plat further establishes certain dedications, limitations, restrictions and reservations applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the 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 Lot or any part thereof.

Section 1.3.5 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements require. Each Owner covenants not to disturb or displace the drainage easement by planting any trees or other vegetation within the drainage easement which would divert, increase, accelerate or impede the natural flow of water over and across such easements.

Section 1.3.6 Damages. Neither Declarant nor any utility company shall be liable for any damages done by them or their assigns, their agents, employees or servants, using any easements, whether now or hereafter in existence, (located on, in, under or through the Properties) to fences, shrubbery, trees or flowers or driveways or other property now or hereinafter situated on the land covered by said easements.

#### Division 1.4 Rights of Declarant.

Section 1.4.1 Rights of Declarant During Construction and Sale Period. Notwithstanding any provisions contained in this Declaration, until Declarant has developed



and sold off all of the Properties, it shall be expressly permissible for Declarant and any Owner approved by Declarant to maintain and carry on, upon such portion of the Properties as Declarant may deem necessary, such facilities and activities as in the sole opinion of Declarant may be required, convenient, or incidental to Declarant's and such Owner's development, construction, and sales activities, including, without limitation, the right of access, ingress and egress for pedestrian and vehicular traffic over, under, on or in the Properties; the right to tie into any portion of the Properties with driveways, parking areas and walkways; the right to tie into and/or otherwise connect and use (without a tap-on or any other fee to Declarant or such Owner, but with applicable tap-on and other fees to the Person providing utility services for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, natural gas, water and drainage lines and facilities constructed or installed in, on, under and/or over the Properties; the right to carry on sales and promotional activities in the Properties; the right to place signs in rights-of-way within the Properties; and the right to construct and operate business offices, construction trailers, model dwellings, information and sales offices.

## Article II. Protective Covenants

Division 2.1 General. The Properties and each Lot in this Declaration shall be used and occupied as follows:

Section 2.1.1 Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and in the Master Declaration.

Section 2.1.2 Architectural Standards. Every Owner shall comply with the architectural standards that have been promulgated pursuant to the Master Declaration and recorded in Document Number 20110059358 of the Official Public Records of Real Property, Bexar County, Texas.

Section 2.1.3 Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation or of any similar breach or violation thereof at a later time or times.

Section 2.1.4 Drainage. Neither the Declarant nor its successors or assigns, shall be liable for, and each Owner hereby waives any right of recovery against Declarant, its successors and assigns for any loss of use of or damage done to, any shrubbery, trees, flowers, improvements fences, sidewalks, driveways, or buildings of any type or the contents

thereof on any Lot caused by any water levels, rising waters, or drainage waters. After completion of a Living Unit, the Owner of such Lot shall cause such Lot to be graded so that surface water will flow to streets or drainage easements. No Person shall obstruct or divert the natural drainage of the Properties.

Division 2.2 Use. All Lots in this Declaration shall be used for single family residential purpose only. Notwithstanding anything herein to the contrary, Declarant and any Owner of a Lot who is a single-family builder shall be permitted to build and maintain sales models and offices. Uses which do not conform to the applicable Governmental Authorities will not be permitted.

Section 2.2.1 Permitted Uses. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the Owner, his family, guests and tenants which excludes use of the Lot or Improvements for manufacturing, trade, business, commerce, industry, or other occupation whatsoever other than a home office which does not accept invitees, clients, or customers. Only one such private single-family residence may be constructed, or otherwise placed upon, any one Lot.

Section 2.2.2 Pets and Other Animals. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Properties. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Properties other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Properties and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. No more than three (3) domesticated household pets will be kept, maintained or cared for in each Living Unit or Lot on which the Living Unit is constructed.

### Division 2.3 Construction.

Section 2.3.1 Roofing Material. The exposed roofing material shall be slate, tile, tarnished metal with standing seams, or dimensional composition type shingles with at least a thirty (30) year warranty.

Section 2.3.2 Size of Dwelling. The total floor area of the primary structure of any



Living Unit shall not be less than Eighteen Hundred (1800) square feet, if one-story, and Twenty-Two Hundred (2200) square feet if more than one-story. Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings. The minimum size of a Living Unit may be waived by the Declarant on an individual case if in its opinion, such waiver is advisable in order to accommodate a unique building concept, and the resulting structure will not detract from the general appearance of the neighborhood.

Section 2.3.3 Exterior Materials. No exterior burglar bars will be permitted on any doors, windows or other openings of a Living Unit situated in the Properties. Burglar bars, if installed, must be situated within the interior of such Living Unit.

Section 2.3.4 Fences. Wooden fences adjacent to streets shall be constructed with the smooth side facing away from the interior of the Lot. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than ten (10) degrees out of vertical alignment, (ii) missing, loose, or damaged wood rails in the fence, (iii) symbols, writings, and other graffiti on the fence, and (iv) broken or loose wires.

Division 2.4 Nuisances. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the Properties nor shall an Owner's, resident's or other party's use of the Properties, or any portion thereof, whether same be a Lot or otherwise endanger the health or disturb the reasonable enjoyment of any other Owner or resident or visitor of or to the Properties.

Section 2.4.1 Oil and Mining Operations. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or water wells tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portion of the Properties. No Lot shall be used for the purpose of boring, drilling, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel, rock, sand or earth; provided, however, that nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms.

Section 2.4.2 Water and Sewer. No individual water supply system shall be permitted on any Lot. Each Owner shall be responsible to install a sewage disposal system on the Lot in accordance with Governmental Authorities.

Section 2.4.3 Window Coolers. No window or wall type air conditioners or water

coolers shall be permitted to be used, erected, placed or maintained on any part of the Properties.

Section 2.4.4 Roof. All roof surfaces shall have at least (i) a six (6) foot to twelve (12) foot pitch or slope on the main structure, and (ii) a four (4) foot to twelve (12) foot pitch or slope on the garage and porches.

Section 2.4.5 Materials. The total exterior wall area of the front of each Living Unit including the first and second floor of each two (2) story Living Unit constructed or placed on a Lot shall be eighty percent (80%) masonry. The total exterior wall area of the sides of the first floor of each Living Unit constructed or placed on a Lot shall be eighty percent (80%) masonry. The total exterior wall area of the sides of the second floor and rear of each Living Unit constructed or placed on a Lot shall be eighty percent (80%) masonry or a cement siding product. Windows, doors, openings, gables and other areas which are not permitted to have brick by applicable ordinances of Governmental Authorities are excluded from the calculation. The term "masonry" as used in this section shall mean brick, stone, or stucco.

## Division 2.5 Maintenance.

Section 2.5.1 Duty of Maintenance. Owners and occupants (including lessees) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expenses, to keep the Lot so owned or occupied, including the Improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

- A. Prompt removal of all litter, trash, refuse, and wastes;
- B. Lawn mowing;
- C. Tree and shrub pruning;
- D. Watering;
- E. Keeping exterior lighting and mechanical facilities in working order;
- F. Keeping lawn and garden areas alive, free of weeds, and attractive;
- G. Keeping parking areas, driveways and roads in good repair;
- H. Complying with all government health and safety requirements; and
- I. Repair of exterior damages to Improvements.

Section 2.5.2 Maintenance of Yards, Etc. Owners shall at all times keep weeds, grass, shrubbery and trees thereon cut in a sanitary, healthful, and attractive manner. Owners shall also be required to provide and allow safe and adequate drainage within their Lot including, but not limited to, with respect to building, maintaining or constructing fences, walks,



landscaping, or any other obstruction which may divert, impede, or cause to back up runoff water coming not only from their respective Lot but also from other Lots.

Section 2.5.3 Oak Wilt. All Owners are advised to secure from the Texas Forest Service, the Texas Extension Forester at Texas A&M University or its local county agent information on oak wilt and other diseases which may infect their trees and possibly spread to trees on other Lots. Each Owner is responsible for taking such action as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always spreads from a diseased tree to its neighboring oak trees, each Owner shall properly destroy all infected oak trees, avoid unnecessary pruning, and shall immediately apply dressing to all wounds on all oak trees. If oak wilt is detected, a minimum of 100 feet of the area surrounding the infected oak tree shall be trenched at least three feet (3') deep so as to prevent the oak wilt from spreading through connecting roots. Oak trees are most susceptible to oak wilt from February 1 to June 1. As a precaution, Owners should (i) avoid using firewood from infected oak trees, (ii) dispose of unused oak firewood after one heating season, and (iii) cut firewood only in the summer. Owners should use fungicide propiconazole to treat uninfected oaks when first informed of oak wilt being present on nearby trees.

#### Division 2.6 Governmental and Environmental Concerns.

Section 2.6.1 Governmental Restrictions on Use of Properties. The Properties lie within the area classified as the Edwards Aquifer Recharge Zone and as such the Properties are subject to the rules and regulations of agencies of the State of Texas, including the Texas Commission on Environmental Quality, governing the use of the Properties, in addition to the ordinances of the City of Helotes and statutes, or regulations affecting the Properties enacted by other Governmental Authorities. Owners are advised that such requirements and prohibitions may relate to the types of pesticides and fertilizers which may be used, minimum topsoil requirements, inspection of sewer laterals prior to covering, and criteria standards for sewer pipe, among other matters.

Section 2.6.2 Responsibility. Each Owner is responsible for ascertaining all such requirements and prohibitions with respect to his Lot and, by acceptance of a deed to a Lot, agrees to abide by the same.

Section 2.6.3 Geological Features; Caves and Sinkholes. Natural caves, sinkholes and/or other geological features may exist on some of the Lots in the Properties. Each prospective Owner should personally inspect the Lot in which he is interested and/or seek the advice of a professional engineer and/or geologist to assure himself of the location of any



such caves, sinkholes and/or other geological features which may be located thereon.

Article III.  
**Miscellaneous Provisions**

Division 3.1 General.

Section 3.1.1 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by Iron Horse Canyon Homeowners Association, Inc, Declarant and any Owner, their respective legal representatives, heirs, successors and assigns until January 15, 2042, at which time said covenants shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the Owners vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Owner votes to terminate this Declaration, an Owner shall execute a certificate which shall set forth the resolution of termination adopted by the Owners, the date of the meeting of the Owners at which such resolution was adopted, the date that Notice of such meeting was given, the total number of Owners, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. The certificate shall be recorded in the Real Property Records of Bexar County, Texas, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 3.1.2 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Declarant may be assigned to any Person which will assume the duties of the Declarant, as applicable, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment, have the same rights and powers and be subject to the same obligations and duties, it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant and Declarant shall have no further rights or duties hereunder. Further, the Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.



Section 3.1.3 Limitation of Liability. Declarant, as well as its agents, employees, officers, directors, partners and their respective officers, directors, agents and employees, shall not be liable to any Owner or lessee of a Lot or any portion thereof or to any other party for any loss, claim or demand in connection with a breach of any provision of these covenants by any party other than Declarant.

Section 3.1.4 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 3.1.5 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provision herein contained.

Section 3.1.6 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provision of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear.

Section 3.1.7 Disclaimer by Declarant. **EXCEPT AS SPECIFICALLY STATED HEREIN, DECLARANT HAS NOT MADE, DOES NOT MAKE AND DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATIONS, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTIES, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, GEOLOGY AND THE SUITABILITY THEREOF, AND OF THE PROPERTIES, FOR ANY AND ALL ACTIVITIES AND USES WHICH OWNER MAY ELECT TO CONDUCT THEREON OR ANY IMPROVEMENTS ANY OWNER MAY ELECT TO CONSTRUCT THEREON, EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (II) THE MANNER OF CONSTRUCTION AND CONDITION OF ANY OF THE IMPROVEMENTS CONSTRUCTED BY DECLARANT, IF ANY; AND (III) THE DESIGNATION OR LOCATION OF EASEMENTS SHOWN ON ANY RECORDED PLAT. DECLARANT DOES NOT**

**WARRANT THAT ALL OF THE PROVISIONS OF THIS DECLARATION ARE ENFORCEABLE.**

**Division 3.2 Amendment**

Section 3.2.1 Amendment by Owners. This Declaration by a vote of at least a majority of the Owners.

Section 3.2.2 Amendment by Declarant. Until such time as Declarant ceases to own a minimum of one Lot, Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Declaration to correct a clerical error, clarify an ambiguity or inconsistency, inserting an omitted portion, or removing any contradiction of the terms hereof or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion, by filing an amendment to this Declaration in the Real Property Records of Bexar County, Texas. Declarant is not required to send out notices or conduct a meeting in order to amend this Declaration under this Section.

**Division 3.3 Rules of Construction**

Section 3.3.1 Severability. Should any covenant, condition, or restriction herein contained, or any article, section, paragraph, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 3.3.2 Interpretation. The Declarant shall have the right except as limited by any other provisions of this Declaration to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction or interpretation shall be final and binding.

Section 3.3.3 Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 3.3.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation and development of the Properties.



Section 3.3.5 Articles, Divisions and Sections. Article, division and section headings in this Declaration are for the convenience of reference and shall not affect the construction or interpretation of these covenants. Unless the context otherwise requires, reference herein to articles, divisions and sections are to articles, divisions and sections of this declaration.

Division 3.4 Violations Defined. Any act of commission or omission contrary to the commands or directives of this Declaration, or any breach of any duty imposed by this Declaration shall constitute a violation hereof.

Division 3.5 Penalties. Failure of an Owner to comply with this Declaration shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof, including costs and attorneys' fees (as limited by the Texas Property Code) incurred in bringing such actions, and if necessary, costs and attorney's fees (as limited by the Texas Property Code) for appellate review.

Division 3.6 Remedies.

Section 3.6.1 Enforcement. Enforcement of the covenants, conditions and restrictions contained in this Declaration shall be by any proceeding at law or in equity and may be instituted by Declarant, its successors or assigns, or any Owner against any Person violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or recover damages, and against the land, and to enforce this Declaration. Failure by Declarant or any Owner to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 3.6.2 Effect of Other Regulations. Wherever higher or more restrictive standards are established by the provisions of any other applicable statute, ordinance or regulation than are established by the provisions of this Declaration, the provisions of such statute, ordinance or regulation shall govern.

Section 3.6.3 Effect of Master Declaration. Wherever higher or more restrictive standards are established by the Master Declaration than are established by the provisions of this Declaration, the provisions of the Master Declaration shall govern.

IN WITNESS WHEREOF, Declarant has executed this Declaration on the 18<sup>th</sup> day of March, 2013.

**VELMA DEVELOPMENT, LLC**, a Texas limited liability company

By: \_\_\_\_\_

Name: Gordon V. Hartman  
Title: President

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of March, 2013, by **GORDON V. HARTMAN**, as President of VELMA DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

After Recording Return To:  
Mr. Ronald W. Hagauer  
Attorney at Law  
1602 N. Loop 1604 W., Suite LL-102  
San Antonio TX 78258



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 19 2013**



\_\_\_\_\_  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20130053688 Fees: \$72.00  
03/19/2013 10:48AM # Pages 15  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK