

**FIRST AMENDED AND RESTATED DECLARATION
OF RESTRICTIVE COVENANTS AND CONDITIONS
FOR
COUNTRY VIEW VILLAGE SUBDIVISION UNIT-1 & UNIT-2**

THIS FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS FOR COUNTRY VIEW VILLAGE SUBDIVISION UNITS 1 & 2, SAN ANTONIO, BEXAR COUNTY, TEXAS (“Restated Declaration”) is made this _____ day of _____, 2018 and to be effective as of the date this instrument is filed in the Official Public Records of Bexar County, Texas.

WITNESSETH

WHEREAS, BABCOCK LINCOLN, LTD., a Texas limited partnership (“Declarant”) filed of record that Declaration of Protective Covenants and Conditions for Country View Village Subdivision Unit-1, a subdivision in San Antonio, Bexar County, Texas, recorded in Volume 5499, Page 0055 *et seq.*, Official Public Records of Real Property of Bexar County, Texas (“Unit-1 Declaration”), to impose deed restrictions contained in the Declaration for the Lots in the subdivision known as Country View Village Unit-1, according to the Plat establishing said subdivision recorded in Volume 9525, Page 146, of the Deed and Plat Records of Bexar County, Texas (“Unit-1”); and

WHEREAS, Declarant filed of record that Declaration of Protective Covenants and Conditions for Country View Village Subdivision Unit-2 and Annexation to the Country View Village Homeowners Association, Inc., a subdivision in San Antonio, Bexar County, Texas, recorded in Volume 6262, Page 632 *et seq.*, Official Public Records of Real Property of Bexar County, Texas (“Unit-2 Declaration”), to impose deed restrictions contained in the Unit-2 Declaration for the Lots in the subdivision known as Country View Village Unit-2, according to the Plat establishing said subdivision recorded in Volume 9529, Page 6 and Volume 9530, Page 51, of the Deed and Plat Records of Bexar County, Texas (“Unit-2”); and

WHEREAS, the Country View Village Homeowners Association, Inc. was incorporated under the laws of the State of Texas as a nonprofit corporation (File Number: 125525801) for the purpose of maintaining and administering the Common Area, administering and enforcing the covenants, conditions and restrictions, collecting and disbursing the assessments and charges, making rules, regulations and policies to allow the Association to govern in such a manor to benefit the Common Area, the Land and Member and the preservation of the values and amenities in the residential community known as Country View Village, comprising Unit-1 and Unit-2; a copy of its Certificate of Formation and Bylaws having been filed for record on _____, 20__ in Volume _____, Page _____ of the Official Public Records of Bexar County, Texas; and

WHEREAS, Article XXXII of Unit-1 Declaration and Unit-2 Declaration grants and reserves to the Association by vote of seventy-five percent (75%) or more of the Owners, the right, at any time from and after January 1, 2012 without the joinder or consent of Declarant, the right to amend the Unit-1 Declaration and Unit-2 Declaration or any future Declaration of Protective Covenants, by any instrument in writing duly signed, acknowledged and filed of record; and

WHEREAS, the Texas Property Code Section 209.0041 (h) permits Members of an association to amend its declaration by a vote of sixty-seven percent (67%) of all its Members; and

WHEREAS, the Association desires and it is in the best interests of the Members to amend and restate the Unit-1 Declaration and Unit-2 Declaration to cause uniformity of the covenants, conditions and

restrictions between Unit-1 and Unit-2 and at least sixty-seven percent (67%) of the Members have approved this Restated Declaration;

NOW, THEREFORE, the Unit-1 Declaration and Unit-2 Declaration shall be amended, restated and combined as follows:

ARTICLE I **PURPOSE**

1.01 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 the Lots.

ARTICLE II **DEFINITIONS**

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

(a) "ACC" "Committee" or "Architectural Control Committee" shall mean the Architectural Control Committee established by the Unit-1 Declaration and Unit-2 Declaration and continued pursuant to this Restated Declaration.

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

(c) "Assessment" or "Assessments" shall mean all assessment(s) imposed by the Association under this Restated Declaration, including but not limited to, Annual Assessments, Special Assessments, Specific Assessments, Reserve Fund Assessments and Charges as defined herein.

(d) "Association" shall mean and refer to the Country View Village Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns as provided for herein.

(e) "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.

(f) "Builder" shall mean such builders contracted by the owner for work as approved by the ACC for construction within the subdivision.

(g) "Bylaws" shall mean the Bylaws of the Country View Village Homeowners Association, Inc., as they may, from time to time, be amended.

(h) "Charges" shall mean those expenses, fees, fines, interest and charges as set forth in Section 13.01 herein and all of which is secured by the Assessment lien established in Section 13.01.

(i) "Common Expenses" shall mean expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves. The Common Expenses shall include, but need not necessarily be limited to, (a) the costs of installation, operation, maintenance, repair and replacement of Common Areas as required by this Restated Declaration; (b) the cost of any insurance as may be required by the Board of Directors; (c) reasonable reserves for contingencies and replacements; (d) administrative, accounting, legal and management fees; (e) taxes assessed against the Association's property, if any; and (f) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Restated Declaration.

(j) "Common Area" 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.

(k) "Declarant" shall mean and refer to BABCOCK LINCOLN, LTD., its successors or assigns, including any bulk transfer of Lots unless such rights as successor of Declarant are negated in writing in the recorded instrument of conveyance.

(l) "Governing Documents" shall mean all documents adopted and filed of record in the Official Public Records of Bexar County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment, maintenance or operation of Country View Village Subdivision Unit-1 and Country View Village Subdivision Unit-2, including any additional property annexed, and the Association, including, without limitation, the Certificate of Formation of the Association, the bylaws of the Association, this Restated Declaration and all Supplemental Declarations and any rules, regulations, policies, and procedures of the Association, as each may be amended, restated or supplemented from time to time.

(m) "Governmental Authority" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter, including, without limitation, the Texas Commission on Environmental Quality, the City of San Antonio, CPS Energy and the San Antonio Water System.

(n) "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, whether temporary or permanent, including, but not limited to, buildings, outbuildings, storage sheds, guest quarters, gazebos, patios, driveways, walkways and other paved areas, tennis courts, fountains, large barbecue units, green houses, barns, basements, and large visible decorative items, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, mailboxes, exterior air conditioning, water softener fixtures or equipment, and pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers, playground equipment, and facilities used in connection with water, sewer, gas, electric, telephone, regular satellite or cable television, or other utilities.

(o) "Living Unit" or "Residence" shall mean and refer to a single family residential structure and its attached or detached garage situated upon a Lot.

(p) "Lot" shall mean and refer to any of the plots of land in the Country View Village Subdivision Unit-1 and Unit-2, in the City of San Antonio, Bexar County, Texas, as shown on the Subdivision Plats.

(q) "Member" shall mean and refer to any person or entity owning a Lot and as such, a Member of the Association and subject to the duties and obligations imposed by the Governing Documents, as amended from time to time. The terms "Member" and "Owner" may be used interchangeably herein.

(r) "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Subdivisions, including contract sellers but excluding those having interest merely as security for the performance of an obligation. If more than one (1) person or entity owns a Lot, all such persons or entities shall be jointly and severally liable for all of the obligations attributable to the Lot or to the Owner of a Lot in the same manner as if such Lot were owned by one (1) Person. For purposes of voting, no fractional votes are permitted. If a Lot is sold under a recorded land sales contract and the contract specifically so provides, the purchaser, not the fee owner, will be considered the Owner. If the contract is not recorded, the Association shall have no duty or obligation to recognize the purchaser as an Owner.

(s) "Properties" or "Subdivisions" shall mean and refer to the above subdivisions known as Country View Village Subdivision Unit-1 and Unit-2 and any additions thereto, as are subject to this Restated Declaration or any Supplemental Declaration.

(t) "Restated Declaration" shall mean and refer to this First Amended and Restated Declaration of Restrictive Covenants and Conditions for Country View Village Subdivision Unit-1 and Unit-2 and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

(u) "Single Family" shall mean and refer to a group related by blood, adoption (including foster children), or marriage, which may include only parents, their children, their dependent brothers or sisters, their parents, their grandparents or no more than two (2) unrelated partners living together as a family unit and their children (including foster children), their dependent brothers and sister, their parents, and their grandparents.

(v) "Subdivision Plats" shall mean and refer to the maps or plats establishing Country View Village Subdivision Unit-1, filed for record in Volume 9525, Page 146, of the Deed and Plat Records of Bexar County, Texas (a copy of which being attached hereto as Exhibit "A") and Country View Village Subdivision Unit-2, filed for record in Volume 9529, Page 6 and Volume 9530, Page 51, of the Deed and Plat Records of Bexar County, Texas (a copy of which being attached hereto as Exhibit "B"), and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

(w) "Unit-1 Declaration" shall mean and refer to that Declaration of Protective Covenants and Conditions for Country View Village Subdivision Unit-1, a subdivision in San Antonio, Bexar County, Texas, recorded in Volume 5499, Page 0055 *et seq.*, Official Public Records of Real Property of Bexar County, Texas.

(x) “Unit-2 Declaration” shall mean and refer to that Declaration of Protective Covenants and Conditions for Country View Village Subdivision Unit-2 and Annexation to the Country View Village Homeowners Association, Inc., a subdivision in San Antonio, Bexar County, Texas, recorded in Volume 6262, Page 632 *et seq.*, Official Public Records of Real Property of Bexar County, Texas.

ARTICLE III **USE**

3.01 Single Family Residential Use. All land included within the Properties shall be used for "single family residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage able to accommodate not less than two (2) automobiles, or as part of the Common Area for the benefit of the Owners. Only one (1) such private single-family residence may be constructed, or otherwise placed upon any one (1) Lot. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, boarding house, Bed & Breakfast, weekend or special events rentals, leasing as limited herein, hospital clinic and/or professional uses, and such excluded uses are hereby expressly prohibited except an Owner or occupant of a Residence may conduct business activities within a Residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Lot; (iii) the existence or operation of the business activity is not in any way visible, apparent or detectable by sight, (i.e., no sign may be erected advertising the business on any Lot), sound, or smell from outside the Residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the Board of Directors' judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of Residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board of Directors; and (vii) the business does not require the installation of any machinery or equipment other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, regardless of whether or not the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity engaged in is full or part-time; is intended to or does generate a profit; or a license is required. 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.

3.02 Leasing. Leasing of a Residence for a period of three (3) months or longer shall not be considered a business or trade within the meaning of Section 3.01. Rental, leasing or sub-leasing of a Residence or any part thereof for a period less than three (3) months shall be considered a short term rental and shall be strictly prohibited, including but not limited to, rental for weekends, special events, boarding or vacation homes. All leases shall require, without limitation, that the tenant or lessee acknowledge receipt of a copy of this Restated Declaration, any applicable Supplemental Declaration and all duly adopted rules, regulations, and policies of the Association. The lease shall also obligate and bind the tenant and occupants to comply with the foregoing Governing Documents. The Owner shall be responsible and held accountable for the tenant, lessee and occupant and their compliance with this Section 3.02 and all other terms and conditions contained in this Restated Declaration and other Governing Documents. The Owner shall provide the Association a signed copy of the lease within five (5) days of execution by the parties. Failure to do so shall be a violation of this Restated Declaration. In the event a tenant, lessee or occupant violates any of the terms and conditions of this Restated Declaration or other Governing Documents of the Association, the Owner, after receipt of notice from the Association, shall take such necessary action to

cause the tenant, lessee or occupant to comply with and conform to the applicable restrictions, rules, regulations and policies contained in the Governing Documents of the Association. If Owner fails to do so, the Association may elect to proceed with enforcement remedies and Owner shall indemnify the Association for all costs incurred by the Association in connection with the enforcement action. The costs shall be assessed and charged to the Owner's property subject to the enforcement action.

3.03 Storm Water Pollution Abatement Plan. Prior to beginning any phase of construction of any Lot in Country View Village, the builder or Lot Owner shall comply with the provisions of the Storm Water Pollution Prevention Plan established by the Texas Commission on Environmental Quality Agency and the Environmental Protection Agency.

3.04 Storage of Material. Building materials placed on Lots prior to commencement of Improvements must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

3.05 Animals. No animals, livestock, poultry, exotic or dangerous pets of any type that may pose a safety or health threat to the community shall ever be raised, kept, bred, or harbored on any portion of the Lots, except when kept and licensed in accordance with the City of San Antonio Animal Code, and notification and documentation has been provided to the Board demonstrating compliance with the Animal Code. Common household pets shall at all times, except when they are confined within a private single-family Residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. All such animals shall be kept in strict compliance with all local laws and ordinances (including leash laws), and in accordance with all rules or policies established by the Association. 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. Owners shall be responsible for cleaning up after such Owner's pet. For the purposes herein, the Board of Directors shall investigate complaints as to whether a particular animal has become dangerous, an annoyance or nuisance to other Owners or to nearby properties or destructive to wildlife or other animals. If so determined, the Association may seek assistance and relief from the City of San Antonio, in accordance with the Animal Codes, to remove the animal.

3.06 Firearms, Projectiles and Weapons. The discharge of any firearm, including BB and pellet guns, within the Subdivisions or on adjacent lands owned in whole or in part by the Association is strictly prohibited and each Owner shall ensure that the Owner's tenants, lessees, invitees, guests and family members do not violate such prohibition. Additionally, the use of any bow and arrow, crossbow, slingshot or other launching or catapulting device is prohibited except strictly within the confines of a Lot and not involving the hunting or killing of any animal. The discharge of any type of fireworks within the Subdivisions or any property owned by the Association is strictly prohibited. The Board of Directors may impose fines and exercise other enforcement remedies as set forth in this Restated Declaration to enforce this restriction.

3.07 Hazardous Activities and Materials. No activity shall be conducted on the Lots and no Improvements shall be constructed on the Lots which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no open fires, shall be lighted or permitted, except within interior fireplaces, fire pits, or chimineas designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult, and no butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for (a) portable, small-sized tanks used solely to fuel barbecue units or portable heaters, (b) fuel tanks installed in vehicles, boats or equipment, or (c) a reasonable number of portable cans/tanks used to refuel equipment or vehicles.

3.08 Rubbish and Debris. Except as otherwise expressly provided in this Section 3.08, no trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate in any portion of the Subdivisions. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot which minimizes, to the extent possible, visibility from a public street. All sanitary containers shall be set out no earlier than the night before for pick up and promptly returned to its minimum-visible location immediately after the garbage is picked up by the garbage collection servicer. It shall be the duty of all Owners to prevent trash from their activities from being deposited or blown on any of the surrounding Lots or properties, and any trash for any reason placed, moved, dumped or blown by wind onto neighboring Lots, greenbelts, Common Areas or other properties shall be promptly retrieved and placed in the collection facility herein required.

3.09 Mining and Drilling. No oil or natural gas drilling, development, refining, exploring quarrying, boring or mining operations of any kind shall be permitted upon any portion of the Lots, nor shall oil, natural gas, or water wells, tanks, tunnels, minerals, rocks, stones, sand, gravel, aggregate or earth excavations or shafts be permitted upon, in or within any portion of the Lots. 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 Lots.

3.10 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 Subdivisions or which causes embarrassment or discomfort to any person using any property within the Subdivisions. There shall be no plants, animals, device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Subdivisions, Common Areas, other Lots or a person's Residence. No privy, septic tanks or cesspool shall be placed or maintained upon any portion of the Property or a Lot.

3.11 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, and clean ~~and attractive~~ condition at all times. The Architectural Control Committee, in its sole discretion and in accordance with Association policies, shall determine whether a violation of the maintenance obligations set forth in this Section 3.11 has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Architectural Control Committee, in its sole discretion:

- (a) Prompt removal of all litter, trash, refuse, and waste.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Keeping exterior lighting and mechanical facilities in working order.
- (e) Keeping lawn and garden areas alive and free of weeds.
- (f) Keeping planting beds clean and maintained.
- (g) Keeping driveways in good repair.
- (h) Keeping fencing in good repair.

- (i) Complying with all government, health and police requirements.
- (j) Repainting of Improvements.
- (k) Repair of exterior damage and wear and tear to Improvements.
- (l) Pest control.
- (m) Keeping the roof in good repair.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

4.01 Architectural Control Committee. There is hereby created an Architectural Control Committee that shall consist of not less than three (3) or more than five (5) members, as determined by the Board of Directors from time to time. The Board of Directors shall appoint one ACC member as chairperson, and at least one ACC member will be a Board member. The Board of Directors shall have the power to appoint or remove the members of the ACC, at its sole discretion. The ACC members shall be appointed from the Members of the Association to a five (5) year term, or as needed to fill an unexpired term. A majority of the ACC may act for the ACC and no notice of any of its meetings shall be required. In the event that ACC membership falls below three (3) active members, the Board of Directors can elect not to appoint anyone to the ACC and the Board of Directors act as the ACC with full authority granted herein. The ACC shall meet as necessary to consider requests and take action in a timely manner, and provide a report to the Board of Directors summarizing requests received and actions taken. The ACC shall maintain records of requests, actions, meeting minutes, variances, waivers, and other documentation as to its activities.

4.02 Function of the Architectural Control Committee. The ACC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein. Members of said ACC and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim or loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Restated Declaration or Association policies, the ACC shall have the power to halt such work through legal means, subject to approval of the Board of Directors, the first step 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 ACC's evaluation of required plans and specifications is solely to determine compliance with the terms of this Restated Declaration, and are in accordance with any Association rules, regulations or policies. The ACC disclaims any responsibility to determine compliance with any applicable building code or other standard for construction or any regulation imposed by any Governmental Authority. The ACC shall not be responsible for reviewing any plans or specifications of any of the Improvements from the standpoint of structural safety, engineering soundness, or conformance with building or other codes. The ACC 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.

4.03 Prior Approval Requirements. 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 ACC 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, in accordance with Association policies. The ACC shall notify the Owner within five (5) days of receipt that the request was received and is being reviewed. Within thirty (30) days after the Owner has submitted to the ACC all plans that the ACC may require ("Submitted Plans"), the ACC 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 by thirty (30) days after submitted, the Submitted Plans will be deemed to have been approved, as long as proper permits are obtained, plans conform to current Governmental Authorities' standards, and a variance from these Covenants is not required. It is the express intention that the ACC shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant, after notifying the Board of Directors. The discretion afforded the ACC in this instrument shall be subject to, but not incompatible with the purpose of this Restated Declaration as set forth in Article I above.

4.04 Reservation of Rights. Each action of the ACC pursuant to this Article IV shall be separate and apart from any other action, and the grant of a variance or waiver to any one (1) Owner shall not constitute a waiver of the ACC's right to strictly enforce the restrictions created by this Restated Declaration.

4.05 Duration. The ACC shall be duly constituted for the entire period of duration of this Restated Declaration. The ACC shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association, subject to approval of the Board of Directors.

4.06 Variances. The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of this Restated Declaration or any applicable rules, regulations or policies. For purposes of this section, a "waiver" is a minor permit granting an exemption to an applicable rule, regulation or policy; a "variance" is an exemption to an applicable rule, regulation, or policy to correct or avoid unnecessary hardships to Owners. Upon submission of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit an Owner to construct, erect or install an Improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Restated Declaration. In any case, however, the Improvement with such variance must, in the Architectural Control Committee's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Architectural Control Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. If the variance is approved, the Owner shall deposit in advance any costs for preparation of the variance and recording thereof in the Official Public Records of Bexar County, Texas. No member of the Architectural Control Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed independently of similar requests and the grant of a variance to any one (1) Owner shall not constitute a waiver of the Architectural Control Committee's right to deny a variance to another Owner. All variances, to be effective, must be in writing.

4.07 Right of Appeal. Any Owner that is denied approval of Submitted Plans, a request for approval of the ACC for an Improvement to any Lot, or a variance or waiver, is subject to appeal to the Board of Directors. To appeal any decision of the ACC, the Owner shall submit its request for a hearing to the Board of Directors. The Board of Directors must conduct a hearing on the appeal within thirty (30) days of receipt of the request and must render a majority decision within fifteen (15) days from the date of

the hearing. Appeal decisions of the Board of Directors shall be final and binding. .

4.08 RELEASE AND INDEMNITY. NEITHER THE ASSOCIATION NOR THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OR LACK THEREOF OF THE ARCHITECTURAL CONTROL COMMITTEE'S DUTIES UNDER THIS RESTATED DECLARATION, UNLESS SUCH LOSS, DAMAGE OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE ARCHITECTURAL CONTROL COMMITTEE OR ONE (1) OR MORE INDIVIDUALS ACTING ON ITS BEHALF. THE APPROVAL OF ANY PLANS OR SPECIFICATIONS IS WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, THE QUALITY OF THE MATERIALS, ENGINEERING DESIGN, STRUCTURAL INTEGRITY, INTENDED PURPOSE, COMPLIANCE WITH APPLICABLE LAWS OR ANY OTHER CONDITION OF THE IMPROVEMENTS.

ARTICLE V
GENERAL RESTRICTIONS
AND CONSTRUCTION REQUIREMENTS

5.01 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, size, and material composition. All such outbuildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed one (1) story in height, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling. Every proposed addition or exterior modification to any structure or Improvement shall be subject to the terms of this Restated Declaration and the plans and specifications for same shall be submitted to the Architectural Control Committee for approval.

5.02 Masonry Requirements. The exterior walls of all one-story residential buildings, and the lower story of all two-story residential buildings, shall be constructed with masonry, rock, stucco, brick, or brick or masonry veneer for seventy five percent (75%) or more of the total exterior wall area. The exterior walls of all two-story residential buildings shall be constructed with masonry or masonry veneer for fifty percent (50%) or more of the total exterior wall area, with at least the front and two sides being masonry on the first floor. Window and door openings shall be included as masonry. 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.

5.03 Roofing Materials. Roofing shall be either slate, tile, factory fire-treated wood (if permitted by the City of San Antonio), metal, or composition or fiberglass dimension shingles in accordance with the Texas Property Code, within accepted City building codes, industry standards, and the Association's policies, as in force at the time of installation.

5.04 Fence Location. 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.

5.05 Fence Materials. Fences constructed on a Lot parallel to a street adjoining the Lot shall be of the following three (3) types:

- (a) all wood composed of one inch by not more than six inches (1" x 6"), at least six (6') feet tall, vertical cedar or spruce planks, without gaps between the planks, with tops capped. Framing shall not be visible from the street; or
- (b) all masonry which matches the house; or
- (c) a combination of simple wrought iron bars and matching masonry.

5.06 Other Fences. All other fences shall be constructed as described in 5.05(a), excluding the requirement for tops to be capped.

5.07 Fence Exception. An exception shall be made in the case of retaining walls and Perimeter fencing constructed by the original Declarant.

5.08 Waiver Authority. The Architectural Control Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height 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.

5.9 Sight Obstruction. 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 shall be placed or permitted to remain on any corner Lot within 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.

5.10 Driveways and Sidewalks. Driveways, entry walks and sidewalks on each residential Lot must be constructed of brushed, finished concrete. All sidewalks shall be a minimum of four feet (4') wide and shall be placed four feet (4') behind the curb. Placement of sidewalks may vary from the four foot (4') distance from the curb in order to save trees, however, any variance is subject to approval of the Architectural Control Committee. All other materials and finishes must be to City of San Antonio specifications and approved in writing by the ACC. The driveway turnout shall be constructed to specifications of the City of San Antonio and in such manner as to provide an attractive transitional radius from the curb and gutter 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, crossways, and driveway approaches shall comply with City of San Antonio specifications. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained.

5.11 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, campers, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected to utilities situated within a Lot longer than seventy-two (72) hours; any requirement for a longer period requires notification to the ACC. 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. Sales offices and construction offices used by builders are permitted but are subject to ACC approval as to number, type, location and ultimate use.

5.12 Signs. No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except in accordance with Association policies.

5.13 Political Signs. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one (1) or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election or runoff election to which they pertain and are removed no later than ten (10) days after the election, and that the Architectural Control Committee shall have the right to regulate the size and type of political signs on Lots, subject to the limitations of the Texas Property Code and Association Policies.

5.14 Landscaping. All front yards and side yards on all Lots must be sodded or xeriscaped within three (3) months after occupancy of the house, and must thereafter be maintained with grass or landscaping in a neat and well mowed condition, free of unsightly weeds and overgrowth. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed sixty percent (60%) of the total area of the front and side yard. No oak, elm, or pecan trees larger than eighteen inches (18") in diameter may be removed without written ACC approval. 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 PROPERTY.

5.15 Parking and Storage of Vehicles. Owners, tenants, lessees, and occupants which own and/or reside in a Residence in the Subdivisions shall park their automobile, pick-up truck, van, motor scooter, motorcycle or other licensed means of transportation (collectively "Vehicle") in the Residence's garage or driveway..

5.16 Prohibited Parking and Storage. No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or any truck or wrecked, junked or wholly inoperable vehicle 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.

5.17 Visitor Parking. Visitors, invitees, and guests shall be permitted to park on the streets while visiting an Owner, tenant, lessee, resident or occupant's Residence subject to City ordinance.

5.18 Other Parking Regulations. In addition to the other parking limitations herein, the Owner or operator of a Vehicle is responsible for complying with all City parking and traffic related ordinances.

The Association shall have the authority to adopt additional rules, regulations and policies from time to time to amend or supplement the above vehicle and parking restrictions that are not addressed by City ordinance as deemed necessary for safety and security. Any amendments, supplements or policies shall have the same enforceability as though the terms contained therein are included in this Restated Declaration.

5.19 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. No trash, ashes or other refuse may be thrown or dumped on any vacant Lot, street, Right-of-Way, or drainage area in the Properties. Only utility company acceptable trash and/or recyclable containers may be stored, kept, placed or maintained. No trash bags, leaf bags, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street. As early as the evening before the regularly scheduled removal days may such utility company acceptable trash and/or recyclable containers be placed curbside for removal but shall be removed from the street before the day following the regularly scheduled pickup times.

On those specially scheduled pick-up times for general items, such as but not limited to, bulk items, unwanted household furniture, appliances, etc. and excess tree and bush trimmings may these items be stored street side for pick-up by the utility company.

Leaf bags and/or any discarded construction type material containers may also be stored in the front yard ONLY IF the responsible ownership party has called the utility company and/or the party contracted for removal of same.

5.20 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.

5.21 Antennas. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any Residence or on any other exterior portion of a Lot except with the prior written approval of the Architectural Control Committee which shall have the authority to disapprove the installation of same, subject to the limitations of the Texas Property Code and/or Governmental Authorities. With the prior written consent of the Architectural Control Committee, a satellite disc or dish may be placed on a Lot where not visible from a street and where such location does not adversely affect the view from an adjacent Lot. To the extent, if any, that applicable federal law or FCC regulations may affect the ability of this Restated Declaration and the Architectural Control Committee to regulate the placement and required screening of satellite discs and dishes, this provision shall be given full force and effect to empower the Architectural Control Committee to exercise such powers with regard to such placement and/or screening as may be permissible under such conflicting federal law or FCC regulation.

5.22 Nuisance. 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.

5.23 Prohibited Acts of Owner. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any assessment 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.

5.24 Exterior Lighting. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting in accordance with Association policies).

5.25 Sound Devices. No exterior horns, whistles, bells, or sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and Improvements situated thereon) shall be permanently placed or used upon any Lot. Use of external speakers on a temporary basis will be in accordance with Association policies and procedures.

5.26 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 sideline and all garages must be set back at least twenty feet (20') from the front Lot line. Each driveway must accommodate two (2) vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants and the specifications of the City of San Antonio.

5.27 Height Limitations. No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2-1/2) 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.

5.28 Size Requirements. 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 -- Fifteen Hundred (1500) Square Feet
- (b) Two Story -- Seventeen Hundred (1700) Square Feet.

5.29 Building Setbacks. Unless otherwise approved by the Architectural Control Committee, the minimum front setback shall be twenty feet (20') for all structures, the rear setback shall comply with applicable City of San Antonio ordinances, and side yards shall be a minimum of five feet (5') on each side.

5.30 Lot Consolidation. Any Owner owning two (2) or more adjoining Lots or portions of two (2) 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 (1) Residence and such other Improvements as are permitted herein, provided, however, that no such building site shall contain less than six thousand (6,000) square feet of land. Any consolidated Lot shall comply with all lawful requirements of any applicable statutes, ordinance or regulation. On application by an Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate therefore applicable to all Lots which are consolidated.

5.31 Athletic Facilities. Athletic facility lighting and fencing shall be allowed only with the approval of the Architectural Control Committee. 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. Association policies shall have the authority to establish guidelines for the placement and design of basketball goals and no basketball goal shall be kept or maintained within sight of any street except in accordance with any such guidelines established. Children's' playsets or swings shall be permitted in backyards only.

ARTICLE VI **EASEMENTS**

6.01 Utilities and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water throughout 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 work done on any Lot affecting or pertaining to the Lot grade, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with natural drainage of the Subdivisions unless otherwise approved in writing by the Architectural Control Committee based on an engineered drainage plan and in accordance with all applicable laws, codes and regulations of Governmental Authorities. No materials or equipment shall be located in any drainage area and in no event, shall the materials or equipment impede, divert, redirect or negatively affect drainage of storm water. Any damage caused by the modification of the drainage or improper storage of materials or equipment shall be the responsibility of the Owner. More specifically and without limitation, no Owner or resident of a Living Unit may:

- (a) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (b) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee and the City of San Antonio Drainage Engineer;
- (c) construct, erect or install a fence or other structure of any type of nature within or upon such drainage easements;
- (d) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (e) place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on temporary or permanent basis.

ARTICLE VII

MAINTENANCE AND ACCESS EASEMENTS

7.01 Maintenance and Access Easements. There is hereby created in favor of all easement owners, 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 Area 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 Association, the Board of Directors, ~~nor~~ the Architectural Control Committee, nor any member of the ACC 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 Architectural Control Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of Improvements or conditions within an easement area.

7.02 Disclaimer of Liability. The failure of any Owner to comply with the provisions of this Article VII shall in no event be deemed or construed to impose liability of any nature on the Architectural Control Committee, and such Committee shall not be charged with any affirmative duty to police, control

or enforce such provisions. The drainage easements provided for in this Article VII shall in no way affect any other recorded easement in the subdivision.

ARTICLE VIII
ADDITIONS

8.01 Additions. No property may be annexed as part of Country View Village.

ARTICLE IX
ENFORCEMENT

9.01 Compliance with Governing Documents. Should any Owner, tenant, lessee or occupant of a Lot fail or refuse to comply with the terms and provisions of this Restated Declaration, all duly adopted rules, regulations and policies or any other Governing Document, the Association, or its successors and assigns, acting by and through its Board of Directors, a duly authorized officer(s) or its duly authorized agent, without liability to the Owner, tenant, lessee or occupant, may, after written notice of a reasonable number of days to cure the default is provided to the Owner, tenant, lessee or occupant and failure of the Owner, tenant, lessee or occupant to comply with the terms of such notice, enter upon the Lot without liability of trespass and do or cause to be done such action as shall be necessary to bring the Lot and the Improvements thereon into compliance with this Restated Declaration. Likewise, the Association and its successors and assigns, shall have the right to enforce, by a proceeding at law or in equity, all easements, restrictions, conditions, covenants, reservations, liens and Charges now or hereafter imposed by the provisions of this Restated Declaration, all duly adopted rules, regulations and policies or any other Governing Document, including but not limited to, fees and/or fines payable to the Association and in connection therewith shall be entitled to recover all reasonable costs and attorneys' fees incurred in pursuance of such enforcement rights. All costs incurred by the Association in carrying out such action to secure compliance with the terms and provisions of this Restated Declaration shall be billed to the Owner of the Lot by the Association by placing such bill in the United States Mail, postage paid. Any Assessment or Charges which are not paid within thirty (30) days after the same is billed shall bear interest from the date each Charge is due, until paid, at an interest rate of twelve percent (12%) or the maximum lawful rate per annum allowed, whichever is lower. Any Assessments or Charges assessed shall be the personal obligation of the Owner of such Lot at the time the action in enforcement of the terms of this Restated Declaration was commenced and will continue to be an obligation of successive Owners as well. Any such Assessments or Charges assessed and chargeable against a Lot shall be secured by the liens reserved in this Restated Declaration for Assessments and may be collected by any means provided in this document and in accordance with the Texas Property Code.

9.02 No Waiver. Failure on the part of the Association or any Member to take any action upon any default hereunder shall not be deemed a waiver of any right to take enforcement action hereunder, and any waiver by the Association of any matter shall be waiver of only such matters as are addressed in a written waiver and shall not constitute a waiver of any other matter not specifically so addressed.

ARTICLE X
MEMBERSHIP IN THE ASSOCIATION

10.01 Mandatory Membership. 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. It shall be the Owners' obligation to notify the Association of acquiring an ownership interest in a Lot and shall provide and maintain a current mailing address with the Association. All changes of address provided

to the Association must be in writing. Any mortgagee or lienholder who acquired title to any Lot which is a part of the Property through judicial or non-judicial foreclosure, shall be a Member of the Association as of the date of foreclosure and shall be subject to the terms and conditions of the Governing Documents. If the foreclosure is for the benefit of a subordinate lienholder to the lien of the Association, the Lot shall remain liable for any and all outstanding Assessments owed to the Association. Association membership shall be transferred automatically to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void. The transfer of Membership shall not relieve the Member from any liability owed to the Association as of the date of transfer and the Lot shall remain subject to the lien securing the unpaid assessments, unless extinguished by foreclosure of a priority lien.

ARTICLE XI **VOTING RIGHTS**

11.01 Voting. Members shall be entitled to one (1) vote for each Lot in which they own hold the interest required for membership by Article X. When more than one (1) 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 (1) vote be cast with respect to any such Lot.

ARTICLE XII **POWERS**

12.01 Association Authority and Powers. Among other powers, the Association shall have all powers granted by the Texas Business Organizations Code to non-profit corporations. In addition, the Association shall have the power to (i) assess and collect the Assessments specified herein; (ii) manage Association funds; (iii) arrange for the performance of the services contemplated by this Restated Declaration and make payment therefor out of said funds; (iv) pay for Common Expenses and to maintain, repair, restore and manage the Common Areas in accordance with this Restated Declaration and pursue reimbursement for any damages caused to the Common Areas; (v) establish and enforce this Restated Declaration and any Amended Declaration and the rules and regulations affecting the operation, use and enjoyment of Common Areas; (vi) acquire and use property; (vii) adopt policies and methods of enforcement, including but not limited to, the power and authority to adopt a policy for the assessment of fines, or exercise self-help remedies as set forth herein for violations of the covenants, conditions and restrictions contained in the Governing Documents; (viii) perform maintenance of rights-of-way within, or adjacent to, the Property; and (ix) operate the business of the Association as determined by the Board of Directors, in its sole discretion.

ARTICLE XIII **COVENANTS FOR MAINTENANCE ASSESSMENTS**

13.01 Membership. Each Owner of any Lot who is of record, by acceptance of a deed therefore, 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:

- (a) Annual assessments;
- (b) Special assessments for capital Improvement, such assessments to be fixed, established, and collected from time to time as hereinafter provided;
- (c) Specific Assessments as herein defined;

(d) Reserve Fund Assessment; and

(e) Other Charges including but not limited to, fines, professional fees, involuntary maintenance fees and expenses and administrative costs and expenses which may be charged to the Owner as provided in this Restated Declaration or any other Governing Document.

The Annual, Special, Specific, Reserve Fund 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 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.

13.02 Maintenance Assessment. Each residential Lot in the forenamed Subdivision is hereby made subject to an annual maintenance charge for the purpose of creating a subdivision maintenance and Improvement fund, and a reserve fund and such maintenance charge shall be first assessed against each Lot as of the date that the Association holds its initial Board of Directors meeting and approves the Bylaws of the Association.

13.03 Determination of Assessment Amounts. The annual assessment for Lots shall be determined by the Board of Directors in the manner provided for hereinafter for determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum annual assessment for Lots may be increased by vote of the Members as provided herein below. As provided in Article V above, the Board of Directors shall have the power to adjust assessments on consolidated Lots. Subject to 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 that the Board notify the membership of the proposed increase at least one (1) month prior to a vote, and approval of two-thirds (2/3) vote of Members voting at a meeting duly called for that purpose.

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

13.05 Special Assessments. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment, 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 Area, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the 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) setting forth the purpose of the meeting.

13.06 Assessment Approval. The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of membership shall constitute a quorum. If the

required quorum is not forthcoming at any meeting, if 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 calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve (12).

13.07 Payment of Special Assessments. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

13.08 Payment of Specific Assessments. The Association may levy a Specific Assessment against an individual Member or Members for any of the Charges which may be incurred herein that are specific to such Member or Members including but not limited to, involuntary maintenance expenses and expenditures related to violations and enforcement of any of the Governing Documents. Unless otherwise stated herein, any such Specific Assessment shall be due and payable thirty (30) days after the date of the invoice delivered to the Member containing the Specific Assessment. The Specific Assessment is secured by a continuing lien as set forth in Section 13.01 herein.

13.09 Reserve Fund Assessments.

(a) Upon the sale or transfer of a Lot by an Owner, a Reserve Fund Assessment shall be charged to the Grantee in the amount of Two Hundred and No/100 Dollars (\$200.00). Such Reserve Fund Assessment shall be paid simultaneously with the transfer of the Lot. All Reserve Fund Assessments shall be maintained in a segregated Reserve Fund Assessment account for the purposes set forth herein. The Reserve Fund Assessment shall be in addition to any other transfer fees that may be set by the Board of Directors. The Board of Directors shall have the authority to increase or decrease the Reserve Fund Assessment, in its sole discretion.

(b) The Reserve Fund Assessment account shall be maintained and made available for non-recurring maintenance or for acquisition, construction, reconstruction, repair or replacement of any capital improvements or Common Areas, including fixtures and personal property related thereto, or for any other use consistent with the provisions of this Restated Declaration. The Reserve Fund Assessment is secured by a continuing lien as set forth in Section 13.01 herein.

13.10 Rules and Regulations. In addition to other rules, regulations and policies affecting the Property, the Board of Directors shall create rules and regulations for the use of the Common Areas by the Members and Members' family members, invitees, guests, tenants and lessees. The Board of Directors shall have the power to revoke, replace, modify, amend, suspend and supplement the rules and regulations, from time to time, as the Board of Directors deems appropriate.

ARTICLE XIV
SUBORDINATION OF THE LIEN TO MORTGAGES

14.01 Subordinate Lien. 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 assessment thereafter becoming due or from the lien thereof.

ARTICLE XV **MISCELLANEOUS**

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

15.02 APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY TEXAS, AND IT IS AGREED THAT ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

15.03 Interpretation. If this Restated Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible or more than one (1) or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Restated Declaration shall govern.

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

15.05 Notice by Association. Whenever written notice to a Member of the Association is permitted or required hereunder, such shall be given by the mailing of such to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not. It is the duty and obligation of the Member to notify the Association in writing of any change of address and the Association has no duty to make inquiry beyond the records of the Association.

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

ARTICLE XVI **AMENDMENT**

16.01 Duration. This Restated Declaration shall remain in force and effect until January 1, 2028, at which time, and each tenth (10th) anniversary thereafter, this Restated Declaration shall be automatically renewed for a period of ten (10) years unless Sixty-Seven percent (67%) of the owners of Lots shall file a written agreement to abandon same. This Restated Declaration may be amended by written instrument executed by the Owners of Sixty-Seven percent (67%) or more of the Lots, provided that no amendment prior to January 1, 2028, shall be effective until approved and executed by the Association and filed of

record in the Official Public Records of Real Property of Bexar County, Texas.

ARTICLE XVII
SAVINGS CLAUSE

17.1 Survival. Notwithstanding anything contained in this Restated Declaration to the contrary, in the event that any provision contained in this Restated Declaration conflicts with laws of the State of Texas applicable to residential property owner associations and/or residential subdivisions, upon receipt of written notice of such conflict, and provided that legal counsel for the Association concurs in the conclusions set forth in such writing, the Association shall proceed in a manner that is consistent with the applicable law of the State of Texas, and, if necessary, this Restated Declaration will be amended in accordance with applicable law.

Except as amended hereby, the Declaration is hereby ratified and confirmed in its entirety and as amended.

IN WITNESS WHEREOF, this Restated Declaration was approved by greater than Sixty-Seven percent (67%) of the Owners of Lots in Country View Village Subdivision Units 1 and 2. This Restated Declaration will become effective when recorded in the Official Public Records of Bexar County, Texas. As required by the Restated Declaration, the signatures, whether actual or by proxy, approving this Restated Declaration are attached hereto as Exhibit "D".

COUNTRY VIEW VILLAGE HOMEOWNERS
ASSOCIATION, INC.

By: _____
Name: _____
Title: Secretary