

ARTICLE I

DEFINITIONS

Section 1.01 General. Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

Section 1.02 Accessory Structures. "Accessory Structures" shall mean structures such as, but not limited to, gazebos, pavilions, playscapes and other open-sided structures.

Section 1.03 Architectural Review Committee ("ARC"). "Architectural Review Committee" shall mean the committee created pursuant to this Declaration and the Bylaws that is responsible for reviewing and approving all Plans and Specifications for the construction of Improvements upon the Property.

Section 1.04 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration and applicable law.

Section 1.05 Association. "Association" shall mean the Cordova Bend Property Owners Association, a Texas non-profit corporation, its successors and assigns.

Section 1.06 Board. "Board" shall mean the Board of Directors of the Association.

Section 1.07 Bylaws. "Bylaws" shall mean the Bylaws of the Association to be adopted by the Board, and as from time to time be amended.

Section 1.08 Certificate of Formation. "Certificate of Formation" shall mean the Certificate of Formation of the Cordova Bend Property Owners Association as filed with the Secretary of State of Texas, and as, from time to time, amended.

Section 1.09 Common Area. "Common Area" means any property and facilities that the Association owns or in which it otherwise holds rights or obligations, including property the Association owns for the common use and enjoyment of the Members of the Association including but not limited to, all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, streets (to the extent not owned by appropriate governmental authorities), walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). Common areas to be owned by the association shall include (i) those areas of land shown on any recorded plat, or its equivalent, of the Property or any portion therein filed or approved by the Declarant and identified thereon as "Greenbelt" or "Amenity Area"; (ii) the unpaved and landscaped areas of the right of way for any road within the Subdivision; and (iii) those areas of land and improvements thereon deeded to the Association by the Declarant.

Section 1.10 Declarations. "Declarations" shall mean this instrument, and as it may be amended from time to time.

Section 1.11 Design Guidelines. "Design Guidelines" shall mean the design criteria, written or otherwise, architectural guidelines, and construction standards formally adopted by the ARC and

consistent with this Declaration for the construction of landscaping and residential improvements within the Property as amended from time to time.

Section 1.12 Development. "Development" shall mean the Subdivision as defined herein.

Section 1.13 Improvement. "Improvement" shall mean every structure, fixture, addition, and all appurtenances thereto, of every type and kind located above, below, on or to, the Property, including but not limited to, residences, buildings, storage sheds, patios, tennis courts, basketball goals, swimming pools, garages, storage buildings, fences, trash enclosures, propane enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities. The term shall also mean any and all physical enhancements and alterations to the Property.

Section 1.14 "Lot" or "Lots" or "Tract" or "Tracts". Shall mean any lot, tract, piece, parcel, or parcels of land within the Property shown, designated and/or identified as such on a Plat of the Property, or on an amendment to plat or Re-plat duly recorded in the Official Public Records of Comal County, Texas, together with all Improvements located thereof.

Section 1.15 Member. "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

Section 1.16 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

Section 1.17 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

Section 1.18 Outbuildings. "Outbuildings" shall mean any building or structure which has walls, doors, and a roof but is not the main dwelling. The term Outbuilding includes, but is not limited to, guest dwellings, detached garages, barns, storage buildings, green houses, workshops, well houses, and pool houses.

Section 1.19 Owner. "Owner" or "Owners" shall mean and refer to a person or persons, entity, or entities, unless otherwise provided herein, and Mortgagee, holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee holding equitable interest in said Property only as a lienholder.

Section 1.20 Person. "Person" or "Persons" shall mean any individual, individuals, entity, or entities having the legal right to hold title to real property.

Section 1.21 Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or creation of any Improvement, including but not limited to, those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such Improvement.

Section 1.22 Plat. "Plat" shall mean a final subdivision plat of any portion of the Property.

Section 1.23 Restrictions. "Restrictions" shall mean collectively (i) this Declaration, together with any and all Supplemental Declaration, as the same may be amended from time to time, (ii) the plat of Alto Lago, Unit 1,2 1R, (iii) the Rules, (iv) the Design Guidelines, and (v) the Certificate of Formation and Bylaws from time to time in effect, as the same may be amended from time to time.

Section 1.24 Rules. "Rules" shall mean the rules, regulations, policies, and guidelines adopted by the Board and consistent with this Declaration as the same may be amended from time to time.

Section 1.25 Subdivision or Property. "Subdivision" or "Property" shall mean and refer to CORDOVA BEND and ALTO LAGO, and such other property within the Development, which has been subdivided and shown on a map or plat recorded in the Map and Plat Records of Comal County, Texas.

Section 1.26 Property. "Property" means that certain real property located in Comal County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes, subject to such additions thereto and deletions therefrom as may be made pursuant to this Declaration.

Section 1.27 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to incorporate additional property into the Development, (ii) to subject any area of the Property to further covenants, conditions, or restrictions, or (iii) to withdraw land from the Property.

ARTICLE II

USE RESTRICTIONS, CONSTRUCTION STANDARDS, AND SPECIFICATIONS

Section 2.01 Lot Usage

- (a) Single-Family Residential Use and the Main Dwelling: Except for Common Areas, all lots shall be used solely for single-family residential purposes. Only one single-family Main Dwelling unit ("Main Dwelling") per each Lot to be used solely for single-family residential purposes may be constructed.
- (b) Guest Dwelling/Outbuildings:
 - (i) *On any lot, the lot owner may construct one (1) guest dwelling in addition to the Main Dwelling. On any Lot larger than eight (8) acres, owner may construct up to but no more than two (2) guest dwellings in addition to the main Dwelling. Such dwelling(s) may only be used for single-family residential purposes.*
 - (ii) *Outbuildings: Each Lot will be limited to no more than two (2) Outbuildings on the entire Lot, and any Outbuilding must be located within the building setback line and behind the rear build line of the main dwelling.*

(c) Location of Improvements on Lot:

- (i) ***Cordova Bend Units 1, 1R and Unit 2***-On all lots, all buildings, and improvements, except fences and driveways, shall be located fifteen (15) feet from side property line, fifty (50) feet from front property line and seventy-five (75) from the rear property line **subject to the exceptions and additional requirements for the Lots described below.**
- (ii) ***Alto Lago*** -On all lots, all buildings, and improvements, except fences and driveways, shall be located a minimum of twenty (20) feet from side Property line, fifty (50) feet front Property line and fifty (50) feet from the rear Property line **subject to the exceptions and additional requirements for the Lots described below.**

Table 2.01.01			
Lot	Side Property Line Min Feet	Front Property Line Min Feet	Rear Property Line Min Feet
Cordova Bend Unit 1 Exceptions			
45*	15	50	550
46, 48	15	25	160
69	15	50	160
100**	75/15	50	75
Alto Lago Exceptions			
21-29	20	50	20
48-56	20	50	20
62-73	20	50	20
83-96	20	50	20
* No building, structure, or other improvement shall be constructed, placed, or maintained within the 30-foot (Width) by 120-foot (Depth) rectangular area located in the southeast corner of the lot. ** 75 feet from adjoining Lot 99 and 15 feet from adjoining lot 101			

- (iii) ***Garage:*** Any garage, whether attached or detached, must have at least a two (2) car bays with garage door openings that face the side or rear of the lot. **A side entry is defined as 90 degrees or more relative to the street serving the lot or 90 degrees from the front elevation.**
- (iv) ***Garage doors:*** All garage doors must be appropriate for residential use, no commercial/storage unit type garages and no stand-alone carports will be allowed.
- (v) ***Composite Building Site:*** Any Owner of one or more adjoining Lots (or portions thereof) may, with prior written approval of the Architectural

Review Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting composite site, in which case the side setback lines along the common lot lines shall be eliminated and said setback lines shall thereupon be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such Composite Building Site must have a front building setback line of not less than the minimum front building setback line of all Lots in the same unit. Unless an amendment to plat or replat of the Lot has been filed in the Official Public Records of Comal County, Texas, such composite Building Site will not be considered composite for purposes of the voting set forth in Article IV or the Maintenance Charge set forth in Article VI hereof, but such voting rights and Maintenance Charge shall be paid based on the original number of lots. If an amendment to Plat or replat of the composite lot has been filed with the Official Public Records of Comal County, the amended/re-platted lot will be considered one lot for all purposes. Public utility and drainage easements are exempt from this provision, and each Lot Owner is required to obtain any releases needed from public utility companies.

Section 2.02 Construction Specifications.

- (a) Time Period. There is no restriction time-period in which a Dwelling, Outbuilding or other improvement must be started, but once said Dwelling, Outbuilding or improvements are commenced, they shall be completed as to the exterior finish and appearance within nine (9) months from the commencement date.
 - (i) *Commencement of a building is defined as the setting of forms for the foundation of the building.*
 - (ii) *All guest dwellings, detached garages, and other outbuildings must be constructed during or after the construction of the Main Dwelling.*
- (b) Materials. The main dwelling, guest dwellings, detached garages, and Outbuildings shall be built of new construction material and be of the same general construction, architectural design, and exterior finish as the Main Dwelling.
- (c) Foundation. The foundation of the Dwelling(s) shall be concrete slab, or a combination of concrete slab, post tension cable, and piers.
 - (i) *All piers must be constructed of concrete and rebar with no more than three (3) feet of any concrete slab left exposed or unfinished.*
- (d) Driveway. Driveways must be surfaced with concrete, concrete pavers, or asphalt.
 - (i) *Temporary, caliche roads shall not be allowed.*
 - (ii) *The lip of the driveway may not exceed the existing road in height.*
 - (iii) *Aggregate overflow parking areas must be approved by the ARC and be neatly bordered, compacted, and compliment the aesthetics of home.*

- (iv) *No lot in Alto Lago shall be accessed directly from Demi John Bend or Cordova Bend Road.*
- (e) Exterior Finishes. The exterior walls of any dwellings constructed on any Lot shall be constructed of materials as follows:
- (i) ***Cordova Bend Unit 1 and Unit 1R** must be natural stone or stucco or a combination therein.*
- (ii) ***Alto Lago and Cordova Bend Unit 2** must be 55% natural stone and 45% stucco.*
- (iii) *Brick, ceramic tile, and natural stained wood may be used for accent only and shall comprise no more than fifteen percent (15%) of the exterior of a dwelling.*
- (iv) *Cement siding material is prohibited with the exception of vertical "board and batten" which may be used but must be finished with stucco and approved by the Architectural Review Committee.*
- (f) Chimney. The exterior of all chimneys shall be stone or stucco matching the exterior walls of the dwelling.
- (g) Roofing. The roof surface of all structures in **Alto Lago** and **Unit Two** shall be made of slate, stone, concrete tile, clay tile, ceramic tile, or standing seam non-glare metal.
- (i) *The roof surface of all structures in **Unit 1** and **Unit 1R** shall include the above in addition to architectural/dimensional composition shingles that maintain at least a 30-year life guarantee.*
- (ii) *Roof penetrations shall be placed on the roof so as to not be visible from the front lot line.*
- (iii) *The Architectural Review Committee shall have the authority to approve roof color in and other roof treatments and materials in order to ensure the form utilized will be harmonious with the surrounding homes and Subdivision as a whole.*
- (h) Colors. All exterior colors of any structure shall consist of muted earth tones, including shades of tan, gray, brown, green, and beige, and shall be selected to complement the surrounding landscape and character of the Subdivision. Any substantial change in exterior color, including a significant shift from a light color scheme to a dark color scheme or vice versa, shall require prior approval from the ARC

(i) Square Footage:

- (i) *Main Dwelling: All Main Dwelling square footage are listed in Table 2.04.02. The living area does not include porches, breezeways, or attached garages.*

Table 2.02.02			
Cordova Bend Unit 1			
1 Story		2 Story	
Lot	Min Living SF	Min Living SF	Min Ground Floor SF
136-150	2400	2400	1600
All Other	2800	3200	1600
Cordova Bend Unit 2			
113 - 133	3500	3500	1800
All Other	2800	3200	1600
Alto Lago			
Lot	Min Living SF	Min Living SF	Min Ground Floor SF
All	2800	3200	2600

- (ii) *Guest Dwelling: All guest dwelling square footage are in Table 2.02.03 The living area does not include porches, breezeways, or attached garages.*

Table 2.02.03		
One Story Guest Dwelling		
Lots	Lot size	Min SF
Cordova Bend Unit 1	3>	1800
Cordova Bend Unit 2	3>	1800
Alto Lago	All	1200

(j) Height:

- (i) *Main Dwelling. **Alto Lago** must not exceed thirty-five (35) feet in height, at its highest point, measured from the highest elevation of the untouched soil under the footprint of the dwelling to the top ridge of the roofline. **Cordova Bend Unit 1, 1R and Unit 2** must not exceed forty (40) feet in height, at its highest point, measured from the highest elevation of the untouched soil under the footprint of the dwelling to the top ridge of the roofline.*
- (ii) *Outbuildings. Guest dwellings, detached garages, and other permanent Outbuildings for **Alto Lago and Unit 1,2,and 1R** shall not exceed twenty-five (25) feet in height from the highest elevation of untouched soil under the footprint of the building to the top ridge of the roofline and must be only one story. Lots 42, 43, and 44 cannot exceed 24 feet in height*

(k) Walls, Fences, Gates:

- (i) *Fences-The maximum height of any fence will be six (6) feet and must be constructed of metal, wrought iron, or steel (barbed wire, chain-link not permitted) and must not be solid in nature.*
- (ii) *Natural stone or stucco columns or pillars can be used as accents and all metal, steel and wrought iron gates and fences shall be painted with a black finish.*
- (iii) *Square and round pipe fencing is allowed as follows; the fence posts shall consist of two and three eighths inch (2-3/8") drill stem pipe with no more than ten-foot (10') spacing. A single top rail consisting of the same size pipe shall be placed on top-of-the-line posts. The area between the posts shall be a solid-lock high-tensile wire or ranch panel left in its natural color and welded to the vertical pipe and top rail.*
- (iv) *Entry Gates shall be custom made and if not attached to fence, have side supports that are consistent with the architecture and exterior finishes of the home. Side supports must not be wider than the driveway on either side. Maximum gate height 8 feet.*
- (v) *All walls, fences, and gates must be maintained in good condition.*

(l) Antennas, Towers, and Satellite Dishes

- (i) *Unit 1&2 - Antennas, towers, or satellite dishes of any kind shall not exceed five (5) feet above the roof of the dwelling if attached to the dwelling, or five (5) feet above any outbuilding if attached to an outbuilding.*
- (ii) *Any antennae, tower or satellite dish must be located to the side or rear of the dwelling or outbuilding and not within twenty-five (25) feet of any side property line, fifty 50 feet (20 feet Alto Lago) of any front property line, or seventy-five 75 feet (50 feet Alto Lago) of any rear property line.*
- (iii) *Nothing here shall be construed to conflict with the latest rules and regulations set forth by the Federal Communications Commission*

(m) Solar Panels and Generators. The installation of Solar panels and Generators shall be approved by the Architectural Review Committee prior to installation, subject to the provisions of Sections 202.010 and 202.019 of the Texas Property Code.

(n) Exterior Lighting.

- (i) *To minimize light pollution of the night sky, all exterior lighting must be downward facing and hooded where the main beam of light is at no greater than a thirty(30) degree angle from the ground.*
- (ii) *All path lighting shall have a maximum height of 36 inches.*

- (iii) *All exterior lighting shall be turned off by 11pm with the exception of security lighting.*
- (o) Drainage. No person or persons shall impair the natural established drainage patterns of streets, Lots, or roadway ditches.
 - (i) *No creeks or natural drainage areas may be dammed, water impounded, diverted, or used for any purpose without the prior written consent of the Architectural Review Committee.*
 - (ii) *Driveway culverts must be installed and will be of sufficient size to afford proper drainage of ditches without backing water up or diverting flow.*
 - (iii) *All drainage culverts must be designed and sealed by an engineer or other certified professional, which professional states that the culvert will not cause drainage issues on neighboring lots or roads.*

Section 2.03 Landscaping.

- (a) **Landscaping Plans.** Landscaping plans must be submitted for review by the Architectural Review Committee at least 30 days prior to home completion and the landscape layout and plans must be approved in writing by the Architectural Review Committee before installation can commence.
 - (i) *The front and side of home must be landscaped within 180 days of approval.*
 - (ii) *Such landscape and layout plans shall include the necessary plat data, all landscaping and plant materials, irrigation, walls, walks, swimming pools,, fences, or other features and structures to be installed or constructed on any portion of the lot.*
- (b) **Landscape Zones.** Landscape plans must address two distinct zones, The Enhanced Landscape Area (ELA) and The Native Landscape Area (NLA).
 - (i) *The ELA consists of a zone that is at least 25-30 feet around the front and side perimeter of the home.*
 - (ii) *The ELA of the home must be landscaped proportional balance of in ground plants and shrubs, trees, rock, and grass.*
 - (iii) *The use of grass or rock beds without the balanced presence of in ground shrubs / trees / plants will not be approved.*
 - (iv) *All newly installed landscaping turf must be drought tolerant and may include Buffalo, Blue Gamma, Zoysia, Bermuda grass.*
 - (v) *Artificial turf products may be considered but must be approved by the Architectural Review Committee.*
 - (vi) *Use of drought tolerant native and adapted plants that do not require supplemental irrigation (Xeriscaping) is encouraged.*

(vii) *Exposed foundations 18" or higher and dropped driveways on the front and sides must be mostly screened by plants.*

(viii) *The ELA must be irrigated (as drought conditions allow) and mowed on a regular basis with the maximum grass height of six inches.*

(ix) *The NLA consists of the remaining lot which typically contains native grasses, plants, and trees. Areas disturbed by construction must be restored.*

(x) *The NLA is to or may remain predominantly undisturbed, however fallen tree branches must be removed.*

ARTICLE III

USE RESTRICTIONS

Section 3.01 Manufactured, Mobile, Prefab Homes.

- (a) The term "Dwellings" does not include manufactured, mobile, or prefab homes regardless of whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision.
- (b) As used herein, "Manufactured home" includes but is not limited to, any prefabricated or pre-built dwelling which consists of one (1) or more transportable sections or components and shall also be deemed to include manufactured housing, manufactured home, HUD-code manufactured home and mobile home as defined by the Texas Manufactured Housing Standards Act, Title 83, Article 5221f, Vernon's Texas Civil Statutes.

Section 3.02 Use of Temporary Structures.

- (a) Unless otherwise allowed in the rules adopted by the Architectural Review Committee, no structure of a temporary character, whether trailer, motor home, basement, shack, garage, or other Outbuilding shall be maintained or used on any Lot at any time as a temporary or permanent residence or camp site.
- (b) Temporary structures, including but not limited to a construction office, portable restroom facilities or construction storage facilities may be located on a Lot while the main residence for the Lot is actively under construction, if such are removed upon substantial completion of construction.

Section 3.03 Repair of Buildings.

- (a) All improvements upon any of the Property shall always be kept in good condition, repaired, painted, and maintained by the owner including all stucco, stone exteriors, and driveways which shall be kept free of stains, mold, biofilms or such other discoloration.

Section 3.04 Front Porches, Patios, and Balconies.

- (a) All front-facing porches, patios, and balconies shall be kept clean, uncluttered, and in a neat and orderly condition so as to preserve the appearance and value of the Property and the Subdivision.
- (b) Planters and plant containers shall be limited in number to those reasonably proportionate to the size of the porch, patio, or balcony and shall be of materials, colors, and designs that complement the exterior finishes of the residence.
- (c) All potted plants and landscaping features shall be properly maintained and shall not be permitted to become dead, overgrown, damaged, or otherwise unsightly.
- (d) Furniture located on front-facing porches, patios, or balconies shall be designed and intended for outdoor residential use and shall be maintained in good condition.
- (e) No storage of personal property shall be permitted on front-facing porches, patios, or balconies. Prohibited items include, without limitation, cleaning equipment, coolers, toys, appliances, tools, boxes, or other items not intended as permanent outdoor furnishings or decorative features.

Section 3.05 Swimming Pools/Hot Tubs

- (a) Above ground swimming pools are not permitted and pools and hot tubs may not be installed in the front or side yard of any home.
- (b) Swimming Pool/Hot tub equipment that can be seen from the street or adjacent lots must be screened by evergreen plantings or a privacy wall not exceeding 6 feet in height composed of the same stucco or stone as main dwelling.
- (c) Swimming pool enclosures adequate to prevent unauthorized access are strongly encouraged.

Section 3.06 Alteration or Removal of Improvements.

- (a) Any construction, other than normal maintenance, which alters the exterior appearance of any improvement, or the removal of any improvement, shall be performed only with prior written approval of the Architectural Review Committee.

Section 3.07 Noise Pollution.

- (a) No exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used, or placed on any tract such that it becomes or will become clearly audible at the property line of adjoining property owners.

Section 3.08 Right to Reasonable Enjoyment.

- (a) No noxious or offensive activity shall be carried on upon a tract, nor shall anything be placed, or erected which may endanger the health or disturb the reasonable enjoyment of any Owner or occupant.

- (b) The Property Owners Association shall have the sole and absolute discretion to determine what constitutes a violation of this restriction.

Section 3.09 Single-Family Use Restrictions.

- (a) No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Property, except an Owner or Occupant may conduct business activities within a residence so long as:
- (i) *Such activity complies with Applicable Law;*
 - (ii) *Participation in the business activity is limited to the Owner(s) or Occupant(s) of a residence;*
 - (iii) *The existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business within the Development Area, 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's 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 threatens the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and*
 - (vii) *The business does not require the installation of any machinery other than that customary to normal household operations. In addition, for the purpose of obtaining any business or commercial license, neither the residence nor the Lot will be considered open to the public. 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 and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: such activity is engaged in full or part time, such activity is intended to or does generate a profit, or a license is required.*
- (b) Leasing of a residence shall not be considered a business or trade within the meaning of this subsection.

Section 3.10 Garbage.

- (a) No rubbish or debris of any kind shall be placed or permitted to accumulate upon the property, and no odors shall be permitted to arise therefrom rendering such

property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants.

- (b) Refuse, garbage, dead vegetation, and trash shall always be kept in covered containers, and such containers shall be kept in enclosed structures screened from view; if a receptacle can be seen from the street, it shall not be considered properly screened.
- (c) Containers should not be placed for pick-up before 5:00 p.m. and must be returned to storage by the end of the next day.
- (d) In the event the owner shall fail to refuse to keep, or cause to be kept such Owner's property or any improvements thereon free from rubbish or debris of any kind, and such failure or refusal shall continue for 15 days after delivery of written notice thereof, then the Cordova Bend Property Owner's Association may enter upon such property and remove or correct the same at the expense of the property owner and any such entry shall not be deemed a trespass.

Section 3.11 Natural Gas and Propane Storage.

- (a) Lot owners may have natural gas or propane, but any tank must be no less than 20 feet from property line and buried beneath the surface of the ground.
- (b) Location of propane tank must be approved by the Architectural Review Committee.

Section 3.12 Junk Motor Vehicles Prohibited.

- (a) No Tract shall be used as a depository for abandoned, disabled, or junk motor vehicles.
- (b) No junk of any kind or character shall be kept on any Tract.

Section 3.13 Storage of Vehicles and Equipment

- (a) No boat, watercraft, trailer, recreational vehicle, motor home, camping unit, bus, commercial truck, or other self-propelled or towable equipment or machinery shall be parked, stored, or maintained on any Lot unless enclosed within a fully covered structure approved in accordance with these Restrictions, except when in active use as described (b)below.
- (b) Owners may park vehicles for the purpose of loading, unloading, and general maintenance for no longer than 72 consecutive hours. Additional time for utility trailers may be permitted for seasonal clean up, landscaping, construction, or similar projects.
- (c) No business vehicles displaying large commercial signs or advertising shall be permitted to be parked within public view on any Lot other than service vehicles contracted by the owner to perform specific services.

Section 3.14 Signs.

- (a) No permanent or temporary sign(s), advertisements, for sale signs, or billboards shall be constructed or placed upon any Lot.
- (b) Exceptions to the above include:
 - (i) *Lot owner signs such as private drive, no trespassing, package drop etc... that are no larger than 10"x15" and are made of weatherproof, durable materials.*
 - (ii) *Temporary signs such as birth announcements, sports and school spirit, and other congratulatory signs as long as they removed within 5 days or at the end of the applicable school season.*
 - (iii) *Ground mounted Political signs not exceeding 4X6 feet and displayed 90 days prior to election and 10 days after election.*
 - (iv) *The Architectural Review Committee required Builders sign for new construction.*
- (c) No sign shall be placed closer than thirty (30) feet from the front property line and no sign of any kind may be placed to the side or rear of the property.
- (d) All signage must be ground stake mounted and may not be mounted on the dwelling, buildings, fencing or trees and shrubs of an Owner lot.
- (e) All permitted signs must be maintained in order to be in compliance with this Declaration and Bylaws.

Section 3.15 Display of Flags

- (a) For purposes of this Declaration, only the flag of the United States, in accordance with 4 U.S.C. Section 5-10, and the flag of the State of Texas in accordance with chapter 3100, Texas Government Code and the official flags of any branch of the United States armed forces including Blue Star and Gold Star service flags may be displayed.
- (b) Applications for approval of the installation and display of all flags shall be submitted to the Architectural Review Committee in the same manner as for the approval of other improvements within the Cordova Bend and Alto Lago.
- (c) The display of flags is limited to one (1) free standing flagpole not exceeding 20 feet in height and individual flags not exceeding three (3) feet high by five (5) feet wide.
- (d) Flagpole location must be included in the Application for approval and indicated on plot plan.
- (e) The external halyard of the flagpole shall be of such material and design to prevent any noise from transmitting beyond the lot that may be a nuisance to any neighboring properties

- (f) All flags and flagpoles shall be maintained in good condition and any deteriorated flag or structurally unsafe flagpole must be repaired, replaced, or removed.

Section 3.16 Animal Husbandry.

- (a) Dogs, cats, and other common household pets may be kept for domestic purposes but must not exceed four in number.
- (b) On lots Three (3) acres or larger, the property owner may keep one horse and one additional horse may be added per additional acre over three (3) acres.
- (c) No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be kept clean, sanitary, and reasonably free of refuse, insects, and waste at all times and such enclosed areas shall be constructed in accordance with Plans approved by the Architectural Review Committee.
- (d) No animal shall be allowed to make an unreasonable amount of noise or become a nuisance or be allowed on any part of the Property other than on the lot of its owner unless confined to a leash.
- (e) No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on a lot and no kennels or breeding operations are allowed.
- (f) No cows, sheep, goats, swine, potbellied pigs, poultry, fowl, or wild or dangerous animals as determined by the Board of Directors, shall be kept on the property.

Section 3.17 Mineral Development.

- (a) No commercial oil or gas drilling, oil or gas development operations, oil, or gas refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot.
- (b) No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.
- (c) Subject to state laws and local regulations and rules, water wells may be drilled, however no part of the sanitary control easement surrounding such water well shall be located outside the Owner's Lot lines.

Section 3.18 Hunting and Firearms

- (a) Hunting and the discharge, use and possession of firearms and firearms ammunition within Cordova Bend and Alto Lago are subject to applicable Federal, State, and Local regulations.
- (b) No lots or tracts located within Cordova Bend or Alto Lago may be leased for hunting.
- (c) Hunting on Cordova Bend POA property is strictly prohibited.

Section 3.19 Gate Code

- (a) Each property owner is issued a personal and unique gate code, and this code is restricted to the owner, people living in the property owner's household, and trusted visitors to the home or property
- (b) This code is not to be shared with occasional visitors such as contractors, maintenance personnel, or realtors, such visitors are required to call the resident from the gate directory for access.

Section 3.20 Leasing

- (a) Nothing in the Amended Declaration shall prevent the leasing of any entire lot and improvements thereon by the Owner for single-family residential purposes only. All leases shall be in writing. The Owner must provide to its lessee copies of the Association's governing documents and restrictions relating to use of a Lot, and the Owner shall notify a lessee of any changes or additions thereto.
- (b) There shall be no lease or rental for periods of time which are less than six months. By way of example, but not limitation, no short-term, overnight, or hotel type rentals (such as leasing typically featured using the VRBO or Airbnb platforms) is permitted.
- (c) All leases shall require that the lessee acknowledge receipt of a copy of the Declaration, By-laws, Rules and Regulations of the Association and such lease shall obligate the lessee to comply with the foregoing. In no event shall the leasing of a Lot release of an Owner from responsibility from compliance with all applicable restrictions and rules.

Section 3.21 No Warranty of Enforceability

- (a) While the Association has no reason to believe that any of the restrictive covenants or other terms and provisions of this Amended Declaration are or may be invalid or unenforceable for any reason or to any extent, the Association makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any owner acquiring a Lot in reliance on any such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof, and by acquiring the lot, agrees to hold the Association harmless therefrom.

ARTICLE IV

ARCHITECTURAL REVIEW COMMITTEE

Section 4.01 Approval of Plans and Specifications.

- (a) No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications thereof shall have been submitted and approved in writing by the Architectural Review Committee.

- (b) All submitted plans shall be consistent with the quality and appearance of homes in the community. Homes must include varied rooflines and exterior elevations with changes in wall and roof planes, offsets, projections, recesses, and other architectural features that create visual interest and dimension. Homes with large, plain exterior walls or little variation in rooflines or exterior design may be disapproved by the Architectural Control Committee.

Section 4.02 Membership of Architectural Review Committee.

- (a) The Architectural Review Committee shall consist of not less than three (3) or no more than seven (7) voting members. The voting members may from time to time designate non-voting advisory members.

Section 4.03 Section 4.03 Actions of the Architectural Review Committee.

- (a) Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two (2) of its members as an agent acting on its behalf to take any action or perform any duties for and on behalf of such Architectural Review Committee.
- (b) In the absence of such designation, the vote of a majority of the members of the Architectural Review Committee taken during or without a meeting shall constitute an act of such Architectural Review Committee.
- (c) The Architectural Review Committee shall keep written records of all votes taken on acts of the Committee.
- (d) The ARC may adopt such procedural, substantive rules, and Guidelines not in conflict with this declaration, as it may deem necessary or proper for the performance of its duties.
- (e) The ARC shall inspect all work in progress at various intervals plus a final inspection to ensure compliance with approved Plans and Specifications.

Section 4.04 Term of the Architectural Review Committee.

- (a) During the annual meeting the Association shall elect members to three (3) year terms in accordance with the Bylaws.
- (b) The individual members' terms shall overlap, providing continuity in performance of their duties.
- (c) In the event a voting member of the Architectural Review Committee leaves with an unexpired term, the Architectural Review Committee shall appoint a new member to fill the remainder of the unexpired term.

Section 4.05 Review of Proposed Construction.

- (a) The Architectural Review Committee shall consider all of the Plans and Specifications of the Improvement or proposal in question and all other relevant facts and information and may require an Owner to provide such other information as is relevant.

- (b) The Architectural Review Committee may postpone review of the Plans and Specifications until such time as it has received all requested and necessary information so long as such Architectural Review Committee requests the information within 45 days from the submission of the plans and specifications.
- (c) If the Architectural Review Committee has not issued its approval or disapproval within 45 days from the date requested information is received, the plans and specifications shall be deemed approved.
- (d) Its approval of any Plans and Specifications shall not be deemed approval thereof from the standpoint of structural safety, engineering, soundness or conformance with building or other codes.

Section 4.06 Construction Deposit.

- (a) Simultaneously with the submission of any plans and specifications for dwellings, detached garages and outbuildings, the Builder or Owner or of the Lot shall pay a construction deposit to the Association.
- (b) This deposit shall be to guarantee that the Builder or Owner of the lot assumes financial responsibility for fines or charges assessed by the Association for any covenant or rule violation, including the following:
 - (i) *Submission of landscape plan and adherence to the Plan and specifications submitted.*
 - (ii) *Removal of dumpsters, porta potty, debris and trash, and builder sign.*
 - (iii) *Any road damage and/or road debris. and construction debris*
- (c) If the Committee or the Association must remedy a violation, the cost of such remedy shall be charged against these funds. This provision does not limit any other relief to which the Association or Committee is entitled to under this Declaration, at law or in equity or limit the amount of damages for which the Owner is liable. If, upon the completion of the dwelling and all landscaping, the covenants have been complied with, the deposit (or any amount not used for remedying a violation) shall be returned to the owner. No interest shall accrue on such funds.

Section 4.07 Approval of Home Builder.

- (a) For the purposes of this Declaration, a “Home Builder” means a person or entity that is regularly engaged in the business of constructing single-family residences under contract for property owners and who is legally authorized to act as the general contractor for the construction of the home. In order to ensure quality construction within the Subdivision, the home builder must submit the following:
 - (i) *One reference from each of the following: bank, licensed trade, and building materials supplier.*
 - (ii) *2 or more references with contact information from previous custom home clients who have completed a home within the last two years.*

- (b) Home Builder approval shall be limited to firms that have been continuously engaged in residential construction for not less than two (2) years and have completed at least two (2) residential dwellings within the immediately preceding two (2) years.
- (c) The Architectural Review Committee shall either approve or disapprove such contractor within 45 days of receipt of such notice. By giving approval, the Architectural Review Committee makes no guarantees or representations of the performance of the approved contractor.

Section 4.08 Variances.

- (a) The Architectural Review Committee may, on a case-by-case basis, authorize variances where extraordinary circumstances warrant, including matters involving the accessibility needs of people with disabilities where a request for reasonable accommodation is made in accordance with applicable law, or where there are unique topographical constraints with a Lot.
- (b) Such variance must be evidenced in writing and shall become effective when signed by at least a majority of the members of the Architectural Review Committee.
- (c) If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance.
- (d) The granting of any variance shall not affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

Section 4.09 No Waiver of Future Approvals.

- (a) The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

Section 4.10 Certificate of Compliance.

- (a) Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation by and at the expense of the Owner of the Lot..
- (b) The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee.

- (c) Pursuant to which the Improvements were made, the Architectural Review Committee and shall specify that the Improvements comply with the approved Plans and Specifications.
- (d) The Owner is specifically hereby notified that the Certificate in no way warrants the sufficiency, acceptability or approval by the Architectural Review Committee of the construction workmanship, material and or equipment of the Improvements.

ARTICLE V

CORDOVA BEND PROPERTY OWNERS ASSOCIATION

Section 5.01 Organization.

- (a) The CORDOVA BEND PROPERTY OWNERS ASSOCIATION has been formed as a nonprofit corporation under the laws of the State of Texas.
- (b) The Association has been created for the purposes, charged with the duties, governed by the provisions, and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration.
- (c) Neither the Certificate of Formation nor Bylaws shall for any reason be amended or otherwise changed or interpreted to be inconsistent with this Declaration.

Section 5.02 Membership.

- (a) Every person or entity who is an Owner of a fee or undivided fee interest, including contract buyers, in any Lot which is subject, by covenants of record, to Assessment by the Association (or could be subject to Assessment except for an exemption) shall be a Member of the Association.
- (b) The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of any obligation.
- (c) Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.
- (d) 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.
- (e) Each Lot shall only have one vote regardless of the number of owners.

Section 5.03 Voting Rights

- (a) The Association shall have one class of membership voting.

Section 5.04 Powers and Authorities of the Association.

- (a) The Association shall have the powers of the Texas Nonprofit Corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration.
- (b) It shall further have the power to do and perform all acts which may be necessary or proper for or incidental to the exercise of any of the express powers granted to it by the Laws of Texas.
- (c) Cordova Bend and Alto Lago Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Cordova Bend Rules and Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- (d) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions. Policy reviews shall be made annually.
- (e) Records. To keep books and records of the Association's affairs.
- (f) Assessments. To levy assessments as provided in Article VI below. An assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VI hereof in order to raise the total amount for which the levy in question is being made.
- (g) Right of Entry and Enforcement.
 - (i) *To enter at any time in an emergency (or in the case of non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon, excluding a completed dwelling used as a single family residence, for the purpose of enforcing the Cordova Bend Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Cordova Bend Restrictions.*
 - (ii) *The expenses incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VI hereof for regular and special assessments.*
 - (iii) *The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Cordova Bend Restrictions.*

- (iv) *The Association is also authorized to settle claims, enforce liens, levy fines and take all such action as it may deem necessary or expedient to enforce the Cordova Bend Restrictions*
- (h) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (i) Collection for Association. The Board shall have the authority to collect on behalf of and for the accounting of the Association (but not to levy) any assessment made by such Association created pursuant to this Declaration.
- (j) Conveyances. To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Areas for the purpose of constructing, erecting, operating or maintaining the following:
 - (i) *Parks, parkways or other recreational facilities or structures.*
 - (ii) *Roads, streets, walks, driveways, trails and paths.*
 - (iii) *Lines, cables, wires, conduits, pipelines or other devices for utility purposes.*
 - (iv) *Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines.*
 - (v) *And/or any similar public, quasi-public or private improvements or facilities; provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without the consent of at least sixty-seven (67%) of the Owners.*
 - (vi) *Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.*
- (k) Manager. To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board.
 - (i) *Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager.*
 - (ii) *The members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.*
- (l) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all

Common Areas, to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate and the maintenance of which has not been accepted by the appropriate governmental entity; and to own and operate any and all types of facilities for both active and passive recreation.

- (m) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Certificate of Formation or Bylaws of the Association.
- (n) Construction on Association Property. To construct new Improvements or additions to Common Areas, subject to the approval of the Architectural Review Committee as provided in this Declaration.
- (o) Contracts. To enter into contracts with persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of the Association. The Association shall not enter into contracts with a member of the Board.
- (p) Property Ownership. To acquire and own, subject to the provisions of Section 5.04 (j), to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

Section 5.05 Maintenance and Landscape Authority.

- (a) The Association shall maintain all street and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance.
- (b) In addition, the Association shall be authorized to landscape, maintain and repair all easements, access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds, wildlife area, parks and other areas of the Property, as appropriate.
- (c) The Association shall maintain all Common Areas dedicated to the Association for maintenance.
- (d) The Association shall also maintain any landscaped medians and boulevard areas, not fronting lots, located in the public right-of-way.

Section 5.06 Lighting.

- (a) The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lighting within and on street rights-of-way and Common Areas.

Section 5.07 Common Areas.

- (a) To accept, own, operate and maintain all Common Areas together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to maintain in good repair and condition all lands improvements and other Association property owned by or leased to the Association. Such maintenance

shall include, but not be limited to, mowing and removal of rubbish or debris of any kind.

- (b) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreement(s) with the County of Comal or other appropriate governmental authority.
- (c) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (d) To execute mortgages, both constriction and permanent, upon the approval by the Owners of at least sixty-seven percent (67%) of the Lots within the Property, for construction of facilities, including improvements on property owned by or leased to the Association.
 - (i) *Financing may be affected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the borrower, whether the borrower is Declarant or the Association.*
 - (ii) *The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as shall be deemed appropriate by borrower, whether Declarant or the Association, on the improvement or other facility to be constructed, together with such underlying and surrounding lands as the borrower deems appropriate.*
 - (iii) *The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessment paid by the members of the Association, as the case may be, but subject to the limitations imposed by this Declaration.*
- (e) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas, as well as casualty coverage on all real and personal property owned by the Association, if and in such amounts as the Board shall deem appropriate.

Section 5.08 Indemnification. The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

- (a) The termination of any action, suit or proceedings by settlement, or upon a plea of Nola Contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.
- (b) The Board may purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability hereunder or otherwise.

Section 5.09 Roads.

- (a) The Roads within Cordova Bend and Alto Lago shall be privately owned by the Property Owners Association and maintained by the Property Owners Association.
- (b) Notwithstanding, each Lot owner within the Cordova Bend and Alto Lago Subdivision shall have an easement of access over and across such roads in common with all other Lot Owners at all times regardless of whether such Lot Owner is current or delinquent in payment of the assessment fee.
- (c) No Lot Owner shall take any action on or over the easement which would prevent the other Lot Owners from having access to their individual properties

ARTICLE VI

FUNDING AND ASSESSMENTS

Section 6.01 Assessments.

- (a) Assessments established by the Board pursuant to the provisions of this Article VI shall be levied on a uniform basis against each Lot within the Property.
- (b) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon, therefore The Association may enforce payment of such assessments in accordance with the provisions of this Article.
- (c) Where the obligation to pay an Assessment first arises after the commencement of the year or other period, for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year other period remaining after said date.

Section 6.02 Maintenance Fund.

- (a) The Board shall establish a maintenance fund into which all monies paid to the Association shall be deposited and from which disbursements shall be made in performing the functions of the Association under this Declaration and the funds of

the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

Section 6.03 Regular Annual Assessments and Special Assessments.

- (a) Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Cordova Bend Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Cordova Bend Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any excepted income and any surplus from the prior year's fund. The failure to timely estimate such expenses or approve a budget shall not relieve any Owner from the obligation to pay assessments.
- (b) Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessment set by the Board shall be final and binding so long as it is made in good faith.
- (c) If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid.
- (d) All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.
- (e) The Regular Assessment permitted hereunder shall not be increased by more than eighteen percent (18%) per year.
- (f) In addition to the regular assessment, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against all Lots paying a Regular Annual Assessment and may be enforced in the same manner as the Regular Annual Assessment.

Section 6.04 Owner's Personal Obligation for Payment of Assessments.

- (a) The regular Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments, secured by the contractual lien described herein.
- (b) No Owner may exempt himself from liability for such Assessments.
- (c) In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of eighteen percent (18%) per annum, or the maximum amount allowed by law, whichever is less, together with all costs, and expenses of collection, including reasonable attorney's fees.

Section 6.05 Creation of Lien and Personal Obligation.

- (a) In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure, pursuant to the provisions of Sections 51.002 and 209 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection with such statute.
- (b) The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of Sections 51.002 and 209 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale.
- (c) The Trustee may be changed at any time and from time to time by the Association by means of written instrument executed by the President or any Vice-President of the Association and filed for record in the Official Public Records of Comal County, Texas.
- (d) In the event that the Association has determined to non-judicially foreclose the lien pursuant to the provisions of said Sections 51.002 and 209 of the Texas Property Code and to exercise the power of sale hereby granted, the Association, or the Association's agent, shall give notice of foreclosure sale as provided by the Texas Property Code as then amended.
- (e) Upon request by Association, the Trustee shall give further notice of foreclosure sale as may be required by the Texas Property Code as then amended, and shall convey such Lot to the highest bidder for cash by Deed.
- (f) Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner.
- (g) Subject to Section 209 of the Texas Property Code, following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in action of forcible detainer and the issuance of a writ of restitution there under.
- (h) In the event of non-payment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien and exercising the remedies provided, upon ten (10) days prior written notice to such non-paying Owner, exercise all other rights and remedies available at law or in equity.
- (i) It is the intent of the provisions of this Section 6.05 to comply with the provisions of Sections 51.002 and 209 of the Texas Property Code relating to non-judicial sales

by power of sale and, in the event of the amendment of Sections 51.002 or 209 of the Texas Property Code hereafter, the President or any Vice president of the Association, acting without joinder of any other Owner or mortgage or other person may, by amendment to this Declaration filed in the Official Public Records of Comal County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 or 209 of the Texas property Code.

Section 6.06 Notice of Lien.

- (a) In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (i) the amount of the claim of delinquency, (ii) the interest thereon, (iii) the costs of collection which have accrued thereon, (iv) the legal description and street address of the Lot against which the lien is claimed and (v) the name of the Owner thereof.
- (b) Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized representative of the Association.
- (c) The lien shall continue until the amounts secured hereby and all subsequently accruing amounts are fully paid or otherwise satisfied.
- (d) When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 6.07 Liens Subordinate to Mortgages.

- (a) The lien described in this Article VI shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or any other third party lender which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof, including any home equity loans.
- (b) Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquired title to such Lot.
- (c) No such sale or transfer shall relieve such holder from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof.
- (d) Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make

a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of lien described in Section 6.5 hereof, which notice shall be sent the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

ARTICLE VII

EASEMENTS

Section 7.01 Reserved Easements.

- (a) All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed. conveying any part of the Property.

Section 7.02 Installation and Maintenance.

- (a) There is hereby created an easement upon, across, over and under all of the easement area affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not limited to, water (if any), sewer (if any), gas (if any), cable television (if any), telephones, electricity and appurtenances thereto.
- (b) By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement.
- (c) Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved the Architectural Review Committee.
- (d) Additionally, it shall be expressly permissible for the utility companies and other entities supplying service to trim overhanging trees and shrubs which are located on portions of the Property abutting such easements in the event it shall be determined that such overhanging limbs and shrubs shall interfere with the maintenance of the underground utilities.

Section 7.03 Drainage Easements.

- (a) Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon, require.
- (b) Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat.
- (c) There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the Architectural Review Committee and the Comal County Engineer's Office in New Braunfels, Texas.

Section 7.04 Surface Areas.

- (a) Each Owner shall maintain the surface area of all easements located within his Lot and all improvements located therein except for such improvements for which a public authority or utility company is responsible.
- (b) The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers.
- (c) However, no supplier of any utility or service using any easement shall be liable to any owner or to the Association for any damage done by them or either of them or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

Section 7.05 Common Areas.

Each Owner shall have an easement of use and enjoyment in and to all Common Areas which shall be appurtenant to and shall run with title to such Owner's Lot, subject to the following restrictions:

- (a) The right of the Association to suspend the Owner's voting rights and right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association.
- (b) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the Owners of at least **fifty-one (51%)** of all Lots within the Property.
- (c) The right of the Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Certificate of Formation and Bylaws.
- (d) The right of the Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon; and
- (e) The right of the Association to contract for services with third parties on such terms and the Association may determine.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Term.

- (a) After January 1, 2025, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least **sixty-seven percent (67%)** of all Lots within the Property then subject to this Declaration.

Section 8.02 Non-liability of Board and Architectural Review Committee Members.

- (a) Neither the Architectural Review Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way, manner or form connected with the performance of the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the Architectural Review Committee or its members or the Board or its members, as the case may be.
- (b) Neither the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

Section 8.03 Amendment

- (a) The Owners may amend this Declaration by recording in the Official Public Records of Comal County, Texas, an instrument approved and executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Owners of at least **fifty-one percent (51%)** of all Lots within the Property.
- (b) Notices. Any notice permitted or required to be given this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.
- (c) Interpretation. The provisions of this Declaration shall be reasonably interpreted to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.
- (d) Mergers and Consolidations. Subject to the provisions of Article 2.2 hereof, the Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger,

consolidation or annexation must be approved (in writing or at a meeting duly called for such purpose) by the Owners of at least 67% (sixty-seven) of all lots within the Property.

Section 8.04 Enforcement and Non-waiver.

- (a) Right of Enforcement. Except as otherwise provided herein, any Owner at his own expense, /or the Board shall have the right to enforce any or all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against the breach of any such provision.
- (b) Non-waiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (c) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

Section 8.05 Construction.

- (a) The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (b) Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- (c) All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.