

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, AND
RESTRICTIONS
ALSATIAN HEIGHTS SUBDIVISION**

84261

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Alsatian Heights, L.C., hereinafter called the Developer, is the Owner of all that certain Real Property located in Medina County, Texas, described as follows:

Lots One (1) through One Hundred Five (105) inclusive, Alsatian Heights Subdivision, Medina County, Texas, according to plat record in Volume 7, Pages 301-303, Deed and Plat records of Medina County, Texas; and,

WHEREAS, Developer will convey the above described properties subject to certain protective covenants, conditions, restrictions, liens, and charges as hereinafter set forth;

NOW, THEREFORE, Developer hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which easements, restrictions, covenants, and conditions shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

1.01 Lot: "Lot" shall mean and refer to that portion of any of the plots of land shown upon the plat and subdivision map recorded in Volume 7, Pages 301-303 of the Deed and Plat Records of Medina County, Texas.

1.02 Lot Owner: "Lot Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 Properties: "Properties" shall mean and refer to that certain real property herein before described and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowners Association as hereinafter defined.

1.04 Developer: Alsatian Heights, L.C.

1.05 Declarant: "Declarant" shall mean and refer to Developer, its successors and assigns, and Alsatian Heights Homeowners Association, its successors and assigns, if such successors or assigns shall acquire more than one undeveloped Lot from Declarants for the purpose of development.

1.06 Homeowners Association: Alsatian Heights Homeowners Association.

1.07 Person: "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

ARTICLE II

ARCHITECTURAL CONTROL

2.01 Architectural Control Committee: Declarants shall designate and appoint an Architectural Control Committee (Committee) consisting of five (5) people appointed for two year overlapping terms. Developer will appoint the original Committee members. With the exception of the original members, all Committee members must be Lot Owners residing on owned Lots in Alsatian Heights Subdivision.

2.02 Purpose and Authority: The purpose of the Committee is supervising, controlling and approving all construction plans, residences, structures, and other improvements to be built or placed upon any lot, and for the further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Declaration. The Committee is also given authority to enforce or amend these restrictions in any manner it deems appropriate and to act for the best interest of the subdivision. Upon formation and activation of the Homeowners Association, as hereinafter provided, the Committee authority to enforce or amend these restrictions shall terminate and the Committee shall become a permanent committee of the Homeowners Association reporting to the Board of Directors with responsibility for architectural control and enforcement issues.

2.03 Application Approval Failure of the Committee to approve or disapprove any application required herein within thirty (30) days after receipt thereof shall be deemed for all purposes as the approval thereof.

2.04 Vacancies: In the event one or more of the Committee members refuses or fails to serve, the remaining member(s) are hereby authorized to appoint a person or persons as replacement members. In the event all of the Committee members fail, refuse, or are unable to serve, then the formation and activation of the Homeowners Association as hereinafter provided shall occur.

2.05 Arbitration of Decision of Architectural Control Committee: In the event that any Lot Owner objects to the decision of the Committee, the decision of the Committee may be modified, reviewed, changed or amended under the following procedure:

a. Within fifteen (15) days of the Committee's decision, any Lot Owner may request, in writing, a review thereof.

b. Within ten (10) days thereafter, the Lot Owner, the representative of the Lot Owner and the Committee or its representative shall meet and review the decision. The decision of the Review Committee shall be final and binding upon all parties.

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ARTICLE III

HOMEOWNERS ASSOCIATION

3.01 Homeowners Association: The Alsatian Heights Homeowners Association is hereby established. The Homeowners Association has the authority to assess reasonable fees for common expenses. Each owner of a lot in the Alsatian Heights Subdivision shall be a member of the Homeowners Association. The Homeowners Association shall be activated at such time as may be determined by the Developer at its sole discretion, but in no event shall such Homeowners Association be activated later than the earlier of the following two events, to-wit:

- a. Developer divests itself of title to 50% percent or more of the lots in the subdivision, or
- b. All of the Committee members fail, refuse, or are unable to serve.

A meeting of all members of the Homeowners Association shall be called within thirty days (30) following the date of the activation of the Homeowners Association for the purpose of electing a Board of Directors and conducting such other business as may properly be brought before such meeting. The Board of Directors handles day to day operations and is responsible to the Homeowners Association.

3.02 Homeowners Association Membership: All Lot Owners are required to be a member of the Homeowners Association and will abide by its Declaration, Charter, and By-laws. By acceptance of a deed to any lot or lots in Alsatian Heights Subdivision, the owner thereof personally agrees to be and become a member of the Homeowners Association and to be and become bound and obligated by the terms and provisions of this Declaration.

3.03 Voting Membership: The Homeowners Association shall have two classes of voting membership.

a. Class A: Class A members shall be all Owners with the exception of Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Homeowners Association and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

b. Class B: The Class B member shall be Developer and shall be entitled to two (2) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the earliest happening of either of the following events:

- i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or
- ii) On July 1, 1999.

3.04 Organization: The Homeowners Association shall be incorporated under the Texas Non-Profit Corporation Act, shall have a Board of Directors with an odd number of members elected by the Homeowners Association members at an annual meeting, and shall act by majority vote in accordance with this Declaration and with the By-laws of the Homeowners Association.

3.05 Obligations of Lot Owners: Each Lot Owner in Alsatian Heights Subdivision covenants and agrees, and by acceptance of a deed to such Lot is deemed to covenant and agree to pay the Committee during its existence, and thereafter to the Homeowners Association: (a) an annual assessment or charge (fee), (b) special assessments as and when levied, and (c) annual pond maintenance assessment applicable to those lots which border the pond. Both annual and special assessments, together with interest at the maximum allowable rate, collection costs, and reasonable attorneys fees, shall, to the full extent permitted by law, be a charge and a lien on the Lots subject to this Declaration and each shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest at the maximum allowable rate, collection costs, and reasonable attorneys fees, shall also be the personal

obligation of the person who was the owner of each Lot in the Subdivision at the time the assessment was due. Prior to the formation of the Homeowners Association, the Committee may establish, collect and administer all annual assessments by any and all legal means including, but not limited to, civil suit and collections agencies. From and after activation of the Homeowners Association, the Homeowners Association shall have the duty and obligation to establish and administer such assessments and fees and to collect same by any and all legal means including, but not limited to, civil suit and collections agencies.

3.06 Annual Assessments: Each Lot in the Subdivision is subject to an annual maintenance charge assessed equally against all Lots subject to this Declaration. Such assessment shall be the obligation of the owner of record of each Lot as of January 1 of the year in which the charge is due. During its existence the annual assessment amount will be established by the Committee at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each Lot Owner. After activation of the Homeowners Association, the annual assessment will be established by members of the Homeowners Association at their annual general meeting to be convened at least forty-five (45) days before January 1 with notice to be provided in accordance with the By-laws. If arrangements for payment have not been made by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to twenty-five percent (25%) of the assessment amount.

3.07 Special Assessments: Special assessments may be approved by a majority vote of the members at a meeting of the Homeowners Association duly called for that purpose. Written notice of the meeting with an explanation of the proposed assessment shall be sent to each member of the Homeowners Association not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. Twenty percent (20%) of all members of the Homeowners Association shall constitute a quorum and such special assessments shall not be levied unless approved by a majority of those present and voting at such meeting, a quorum being present.

3.08 Uniform Assessments: Both annual and special assessment must be fixed at a uniform rate for all Lots provided, however, individual Lot Owners may be separately assessed for the reasonable cost of exterior maintenance of Lots as authorized elsewhere in this Declaration.

3.09 Annual Pond Maintenance Assessment: Lots numbered 20, 21, 22, 24, 25, 27 and 29 in the Subdivision will each be subject to an annual pond maintenance charge assessed equally against Lots numbered 20, 21, 22, 24, 25, 27 and 29. Such assessment shall be the obligation of the owner of record of each applicable Lot as of January 1 of the year in which the charge is due. During its existence the annual pond maintenance assessment amount will be administered by the Committee and the amount of the assessment established by the Committee at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each Lot Owner. After activation of the Homeowners Association, the annual pond maintenance assessment will be administered by the Homeowners Association and the amount of the assessment established by the Homeowners Association at their annual general meeting to be convened at least forty-five (45) days before January 1 with notice to be provided in accordance with the By-laws. If arrangements for payment have not been made by March 1, the annual assessment shall be deemed delinquent and shall be subject to a late charge equal to twenty-five percent (25%) of the assessment amount.

ARTICLE IV
EXTERIOR MAINTENANCE

In the event a Lot Owner shall fail to maintain the premises and the improvements situated thereon in a neat and orderly manner, after thirty (30) days notice to the owner thereof the Declarants or the Committee or the Homeowners Association when activated, shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, remove waste material, and restore the Lot and exterior of the buildings and any other improvements erected thereon, all at the expense of the Owner and for which a lien in favor of the Homeowners Association may be placed upon the property, including interest at the maximum allowable rate, collection costs, and attorneys fees. Such lien shall be treated by the Homeowners Association in the same manner as other assessments against such Lot.

ARTICLE V
USE RESTRICTIONS

5.01 Approval of Plans and Specifications: No building, home, manufactured home, modular home, manufactured house, fence, wall, or other structure shall be commenced, placed, erected, or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein, be made, nor shall any landscaping, excavating or filling in of any Lot or Lots be undertaken, until the full set of plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Committee.

5.02 Designation of Residential Lots: All Lots shall be used for residential purposes only, and no building shall be erected, altered, placed, or permitted to remain on any Lot for use as a dwelling other than one single family dwelling not to exceed two stories in height, a storage shed and a private garage or carport. Each dwelling shall be occupied by only one family, provided nothing herein shall preclude a single person, otherwise qualified, from owning a Lot and a dwelling thereon.

5.03 Types of Dwellings Permitted: No building for use as a dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a Manufactured Home, Modular Home, Log, Kit or Package Home, or, Conventional Construction Home. Manufactured and Modular Homes shall have been manufactured in accordance with applicable Federal specifications and standards.

5.04 Conventional Construction Homes: Homes of Conventional Construction shall be built on site using new materials. Each dwelling shall consist of not less than, 1,200 square feet of living area, excluding basements, porches, garages and breezeways. No building shall be in excess of two stories in height. A minimum double carport and enclosed storage shed shall be required for each residence. The exterior walls may be plaster, wood, textured masonite, masonry or any other material having prior written approval of the Committee. All exterior siding other than plaster and masonry must be painted, including eaves and fascia, with 2 coats of exterior grade finish coat paint. Carports or garages may be attached or detached. Enclosed sheds and garages shall conform to the same design and exterior finish as the dwelling. No flat roofs shall be permitted.

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5.05 Manufactured Homes: Manufactured and Modular homes are permitted on all Lots in the subdivision. Manufactured and Modular homes must observe and comply with the following restrictions and limitations, in addition to any other restrictions and limitations contained herein, to-wit:

- a. All manufactured homes must have the towing hitch, axles, breaks, wheels and other chassis parts used only during transportation removed. The homes must be placed on and attached to a permanent foundation.
- b. All manufactured homes shall be multiple width consisting of two or more sections having a minimum of 1,200 square feet of living area exclusive of any porches, garages and breezeways, be a minimum of 24 feet wide when assembled, have a minimum 3/12 pitch roof with composition shingles, and have as a minimum 2X4 studs on 16 inch centers in the exterior walls. Exterior siding shall be masonite, wood, vinyl or a material designed by the manufacture of the home. Any other material must have prior written approval of the Committee.
- c. All manufactured homes must be completely skirted (all sides) before setup is complete. Skirting must be solid and either masonry, plaster, a material to match the exterior siding of the residence, a material designed by the manufacture of the home, or any other material having prior written approval of the Committee. Use of picket fencing or unpainted wood as skirting is not acceptable.
- d. Manufactured homes shall be of new construction or no more than five (5) years old, structurally sound, well maintained and in good appearance at the start of setup.

5.06 Quality Workmanship: All improvements and structures including but not limited to homes, garages, carports, sheds, fences, and other improvements shall be constructed of quality material and in a workmanlike manner. Such improvements shall be maintained and situated so that their appearance will not be detrimental to the subdivision. All improvements shall be kept weatherproofed by painting or such other method as may be necessary and appropriate and none of the improvements shall be allowed to deteriorate to the detriment of the neighborhood.

5.07 Structures: Any building, garage, carport, shed, structure, addition or remodeling to a residence, must be of all new material and be of equal construction quality and architectural design as the residence and shall be subject to the prior written approval of the Architectural Committee.

5.08 Time for Completion: All residences that have been approved must be completed within three (3) months from the start of conventional construction or beginning of manufactured or modular home setup. Justifiable continuances will be approved in writing by the Committee. No material of any kind shall be placed or stored on this property unless construction or setup of a residence has been commenced and is underway. No used material shall be stored on the property.

5.09 Resubdivision: None of said residential Lots may be resubdivided in any fashion except that any person owning two or more adjoining Lots may consolidate by Vacating and Re-platting such Lots into one building site.

5.10 Easements

5.10.1 Drainage Channel and Utility Easements: Easements for drainage channels and for the installation and maintenance of utilities are shown or noted on the recorded plat. Within these easements no structure or other material shall be placed or permitted to remain which may damage or interfere with drainage or the installation or maintenance of utilities. The easement area of each Lot and all improvements on it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public or private authority or utility company is responsible. No structure, planting or other material shall be placed or permitted to remain within the easement area which may change, interfere, obstruct or retard the flow of water through easement drainage channels. Easement

drainage channels shall be continuously maintained by the Owner of the Lot. Any Lot Owner installing a fence within the easement area does so at his own risk since the fence could be subject to damage by those entitled to use the easement.

5.10.2 Entrance Landscape Easements: Special easements on Subdivision Lot 5 and Lot 6 for entrance landscaping to be installed and maintained by the Homeowners Association is herewith provided. Said easements shall be thirty (30) feet wide and extend for 67 feet each way on the periphery of Lot 5 from the center of curve C4 and for 70 feet each way on the periphery of Lot 6 from the center of curve C5.

5.10.3 Pond Maintenance Easement: An easement exclusively for the purpose of pond maintenance by the Homeowners Association is herewith provided. Said easement shall include all of the dam structure and extend twenty (20) feet outward from the base of the dam and to twenty (20) feet from (above) the pond high water line (defined as top of the spillway).

5.11 Noxious or Offensive Activities Prohibited: No noxious or offensive or unlawful activity shall be carried on upon any Lot, nor shall anything be done or maintained thereon which may be or may become an annoyance or nuisance to the neighborhood.

5.12 Material Storage: Storage of building materials, used tires, used appliances, and other personal property outside the permitted storage shed is prohibited except during construction of a dwelling. All building debris must be removed from the Lot upon completion of the dwelling.

5.13 Prohibited Residential Uses: No structure or emplacement of a temporary character, nor any trailer, travel trailer, tent, shack, garage, or other outbuilding shall at any time be used as a residence or dwelling.

5.14 Outbuildings, Garages and Carports Permitted: Out-buildings, including garages and/or carports or storage sheds may be erected or constructed. These structures must be approved in writing by the Committee.

5.15 Driveway Construction: Improved driveways are required and shall be approved by the Committee. Minimum improvement would be a gravel driveway. The driveway includes the drive and any area regularly used for parking as well as the designated area identified in section 5.16. In no event will an unimproved area be used as a drive or for parking. The installation of the driveway must not impede or restrict drainage. In the event a pipe culvert is required, the diameter of pipe, length and headwall constructed shall be in accordance with the standards and requirements of Medina County. Improvement of driveways must be completed within 90 days from the placement of the home on the Lot or if the home is conventional construction then the driveway must be completed prior to occupancy of the home.

5.16 Trucks, Buses, Boat and Travel Trailers: Any truck, bus, boat trailer, travel trailer, or motor home shall be parked in a designated area on the Owner's property as approved in writing by the Committee.

5.17 Unused Vehicles: The storage of junked, abandoned, wrecked, or inoperative items such as motor vehicles, boats, or other equipment or materials is prohibited. Any car or vehicle not in running condition or regularly used by the owner thereof or his agent shall not be allowed to remain on any Lot for more than one week. Repairing of motor vehicles, boats, or other major items of a mechanical nature shall be done in a location not visible from the street.

5.18 Signs: Except for one sign of not more than five (5) square feet advertising the property for sale, rent or lease, no sign of any kind shall be displayed to the public view on any Lot (except for residential name and yard sale signs). However, signs may be used by Developer to advertise the sale of various Lots during construction and for a reasonable sales period thereafter.

5.19 Rubbish, Trash and Garbage: No Lot shall ever be used for outside, unenclosed material storage of any kind or nature, nor shall any Lot or any part thereof be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage and other waste shall be kept in a sanitary container. Equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition and stored behind Lot improvements so they are not visible from the street.

5.20 Animals: No hogs, goats, livestock, poultry or exotic animals of any kind shall be raised, kept or bred on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Exceptions are for Four-H and FFA projects approved by the Board of Directors and the Committee. Dogs are required to be kept inside a fenced yard or on a durable restraint.

5.21 Septic Tank Use: No outside toilet shall be installed or maintained on any Lot. All plumbing shall be connected to septic tank or sewage system approved by the state and local departments of health.

5.22 Fences: Fences shall not be required; however, any Lot Owner may fence his property provided he has received prior written approval from the Committee. Fences are not allowed to be closer to the street than the front of the residence. All requests for fencing must include the fence material type, height and location. Erection of fencing shall not begin until the fence material type, height and location has been approved in writing. Once approved the fence must be completed within thirty (30) days from the start of fence construction.

5.23 Set backs: All set backs and final placement of the dwelling must be approved in writing by the Committee prior to construction or placement of the dwelling on the Lot. No dwelling shall be closer than twenty five (25) feet to any property line. The Committee has the authority, at their sole discretion, to grant a variance.

5.24 Prohibited Activities: No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

5.25 Gas Fuel Storage Tanks: Any gas fuel storage tank(s) shall be situated behind landscaping or architectural structures that significantly limit visibility of the tank(s) from the street.

ARTICLE VI

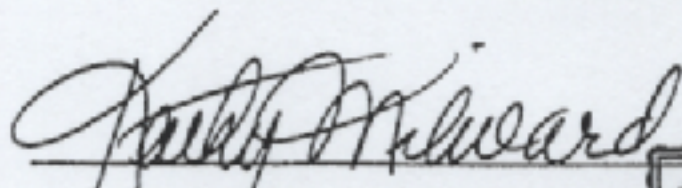
GENERAL PROVISIONS

6.01 Enforcement: The Declarants, any Owner, or the Medina County Commissioners, shall have the right to enforce, by any proceedings at law or in equity, all covenants, restrictions, conditions, limitations and reservations now or hereafter imposed by the provisions of this Declaration, either to prevent or to correct violations, or to recover damages, or to obtain other relief for such violation. All expenses, including a reasonable attorney fee, shall be recovered from anyone violating these restrictions by the party bringing suit.

6.02 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien and such transfer shall be subject to such lien. No sale or transfer shall relieve the Lot Owner from individual liability for assessments made during the period of his ownership and extinguishment of the lien shall not relieve the owner of his personal obligation and liability. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

STATE OF TEXAS §
 §
COUNTY OF MEDINA §

This instrument was acknowledged before me on the 25th day of June, A.D. 19 96 by
Sandra L. Crenshaw, Principal Manager, on behalf of Alsatian Heights, L.C.



Notary Public, State of Texas

Notary's printed name: _____

Notary's commission expires: _____



AFTER RECORDING, PLEASE RETURN:

Alsatian Heights, L.C.
300 Norris Drive West
Converse, Tx 780109

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6.03 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. Failure to enforce any one or more provisions hereof shall in no event be deemed a waiver of the right to do so thereafter and shall not serve to invalidate any other provision of these covenants and restrictions.

6.04 Duration: The covenants, conditions, and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, and unless amended as provided herein, shall be effective for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years.

6.05 Amendment: Prior to formation and activation of the Homeowners Association the covenants, conditions, and restrictions of this Declaration may be amended by the Committee by filing and recording such changes in the same manner as this Declaration. After formation and activation of the Homeowners Association, the covenants, conditions, and restrictions of this Declaration may be amended at any time by a recorded instrument signed by not less than sixty six (66) percent of the Lot Owners (one signature for each Lot).

6.06 Deviations: The Board of Directors of the Homeowners Association may exercise a limited right to approve minor deviations from the provisions hereof without an actual amendment of the Declaration when, in the opinion of the Board of Directors, such deviation will be beneficial to other owners of Lots in the Subdivision.

6.07 Rights of Developer: Developer or its agents shall have the right to use any unsold Lot for a sales office location.

6.08 Future Phases: In future Alsatian Heights subdivision phases, all lot purchasers will be required to be and will automatically become a member of the Alsatian Heights Homeowners Association and by acceptance of a deed to any lot agrees to abide by its declaration, Charter and By-laws.

Executed by the said Developer this 25th day of June, 1996.

Alsatian Heights, L.C.

By:

Sandra L. Crenshaw
Sandra L. Crenshaw
Principal Manager

FILED IN MY OFFICE
ANNA VAN DE WALLE

'96 JUN 25

AM -10 55

COUNTY CLERK, MEDINA CO.

AT PROVISION HEREIN MAKING RESTRICTS THE SALE, RENTAL, OR USE OF THE UNDERSIGNED REAL
PROPERTY BECAUSE OF COLOR OF RACE IS UNLAWFUL AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF MEDINA
I hereby certify that this instrument was FILED in the number
sequence of the date and at the time stamped hereby and was
FILED RECORDED in the Official Public Records of Medina County, Texas
on

JUN 25 1996



Anna Van De Walle
COUNTY CLERK
MEDINA COUNTY, TEXAS

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