

SCANNED

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ELMENDORF ESTATES**

STATE OF TEXAS
COUNTY OF BEXAR

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KNOW ALL PERSONS BY THESE PRESENTS:

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made on the date hereafter set forth by, Community National Bank, chartered by the National Banking Association. hereinafter referred to as "Declarant,"

WITNESSETH:



LT1-81-20100140217-1

WHEREAS. Declarant is the owner of certain property in Bexar County, Texas, which is 10.034 acres of land consisting of 17 lots in Bexar County, Texas as more particularly described as **The Elmendorf Estates Subdivision** according to the Map or Plat Record in Volume 9600, Page 107, Deed and Plat Records of Bexar County, Texas; a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference for all purposes:

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit A 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 be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1.1 "**Association**" shall mean and refer to Elmendorf Estates Homeowners Association, Inc. (the "Association"), a Texas nonprofit corporation, its successors and assigns.

Section 1.2 "**Common Area**" shall mean any and all real property owned, controlled, or to be maintained by the Association for the common use and enjoyment of the Owners. The Common Area shall include, but not be limited to, the Private Street, medians, entry signs, controlled access facilities, greenbelts, drainage ways and/or common landscaped areas situated upon any real property owned or controlled by the Association and which serve the Properties.

Section 1.3 "**Declarant**" shall mean and refer to Community National Bank, its successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of constructing residences thereon and selling the same to members of the general public.

Section 1.4 "**Lot**" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the Properties with the exception of the Common Area.



LT2-14590-2003-16

Section 1.5 **“Map”** shall mean the Subdivision Plat Establishing Elemendorf Estates according to the Map or Plat Record in Volume 9600, Page 107, Deed and Plat Records of Bexar County, Texas

Section 1.6 **“Owner”** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.7 **“Plat”** shall have the same meaning as map.

Section 1.8. **“Private Street”** shall mean the 60 foot right of way shown on the Plat as “Delana Ave.”

Section 1.9 **“Properties”** shall mean and refer to that certain real property described in Exhibit A, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II. PROPERTY RIGHTS

Section 2.1 **Owner’s Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations:

(b) Except as to the grant of easements for utilities and similar or related purposes, the Common Area may not be alienated, released, transferred, hypothecated or otherwise encumbered without the approval of all holders of first mortgage liens covering any Lots; and

(d) The right of the Association, in accordance with its Articles of Incorporation or Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said Properties shall be subordinate to the rights of the Owners hereunder.

Section 2.2 **Delegation of Use.** Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 3.2 The Association shall have two class of Membership:

A. The class A Membership shall be all those owners as defined in Section 1.6 with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each lot within the properties.

B. The class B Membership shall be the Declarant. The class Members shall be entitled to four (4) votes for each lot in which it holds the interest required by Section 1.6 above, provided that the class B Membership shall cease and become converted to a class A Membership on the happening of the following events, whichever occurs first:

- (1) When the total votes outstanding in the class A Membership equals the total votes outstanding in the class B Membership; or
- (2) On January 1, 2020.

From the happening of these events, whichever occurs first, the class B Member shall be deemed to be a class A Member entitled to one (1) vote for each lot in which it holds an interest, subject to the following rights of the Declarant.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

- (a) Promote the health, safety and welfare of the residents in the Properties; and
- (b) The improvement and maintenance of the Common Area; and
- (d) Enforcement of any restrictive covenants affecting the Properties.

Section 4.3 Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 360.00.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) (such percentage increase may be cumulative from year to year) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by the vote or written assent of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The board of directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Uniform Rate of Assessment. Both annual and special assessments, subject to Section 4.7, must be fixed at a uniform rate for all Lots and may be collected on a quarterly, semi-annual or annual basis, as determined from time to time by the board of directors.

Section 4.7 Date of Commencement of Annual Assessments -- Due Dates. The annual assessments provided for herein shall commence as to each Lot, other than those owned by Declarant, on the first day of the month following the expiration of thirty (30) days following the conveyance of such Lot by Declarant, and shall commence as to each Lot owned by the Declarant on the first day of the month following the month on which such Lot is first used for residential purposes. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 4.8 Effect of Nonpayment of Assessments --Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

Section 4.9 Subordination of the Lien to Mortgagees. 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. 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.

Section 4.10 Exempt Property. All Properties dedicated to, and accepted by, a local public authority and all Properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V. ARCHITECTURAL CONTROL

Section 5.1 Declarant shall designate and appoint an Architectural Control Committee consisting of not less than 3 qualified persons, which shall serve at the pleasure of the Declarant. After the Declarant no longer owns any Lot, the Architectural Control Committee shall serve at

the pleasure of the Board. A member of the Board of Directors may serve as a member of the Architectural Control Committee.

Section 5.2 The Architectural Control Committee must review and approve in writing all of the following projects on the Property:

- (a) Construction of any building, fence, wall, or other structure.
- (b) Any exterior addition, change, or alteration in any building, fence, wall, or other structure.
- (c) Any landscaping or grading of any Lot or Lots.

Section 5.3 To obtain approval to do any of the work described in Section 5.2 an Owner must submit an application to the Architectural Control Committee showing the plans and specifications for the proposed work. Such plans and specifications shall detail the nature, shape, height, materials, colors, and location of the proposed work

Section 5.4 The Architectural Control Committee shall review applications for proposed work in order to (1) ensure conformity of the proposal with these covenants, conditions, and restrictions and (2) ensure harmony of external design in relation to surrounding structures and topography. An application can be rejected for providing insufficient information. The Architectural Control Committee shall have broad, discretionary authority to interpret and apply these standards. In rejecting an application, the Architectural Control Committee should detail the reasons for rejection and suggest how the applicant could remedy the deficiencies.

Section 5.5 If the Architectural Control Committee fails either to approve or reject an application for proposed work within 60 days after submission, then Committee approval shall not be required, and the applicant shall be deemed to have fully complied with this Article.

ARTICLE VI. EXTERIOR MAINTENANCE

Section 6.1 If an Owner of any Lot fails to maintain the premises in a neat and orderly manner, the Declarant or the Architectural Control Committee shall have the right, through its agents and employees, to enter the Lot in order to repair, maintain, and restore the Lot, including landscaping, and the exterior of any buildings and other improvements located on the Lot, all at the expense of the Owner.

ARTICLE VII. USE RESTRICTIONS AND ARCHITECTURAL STANDARDS

Section 7.1 All Lots shall be used for single-family residential purposes only. Single family use consists of use as a dwelling by two or more natural persons who are related by marriage or kinship or by not more than four natural persons who are not related by marriage or kinship. However, Declarant, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to use

facilities as may be reasonably necessary or convenient for its business purpose of constructing and selling residences on the Property.

Section 7.2 No building shall be erected, altered, or permitted on any Lot other than one detached single-family dwelling not to exceed two stories in height, with a private. However, Declarant, as well as any other person engaged in the construction and sale of residences on the Property, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling dwelling units on the Property, including, but not limited to, offices and storage areas.

Section 7.3 Every dwelling erected on any lot shall front or present a good frontage on the street upon which said lot fronts. That portion of the exterior walls of the main residence building constructed on any lot which are within eight feet (8) from the ground level of such lot shall be at least twenty-five percent (25%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, inclusive of door, window and similar openings. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, and all other materials commonly referred to in the Elmendorf, Texas, area as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. The surface of all roofs of principal and secondary structures which are exposed to public view shall be asphalt shingle or tile. The Architectural Control Committee shall have the authority to approve other roof treatments and materials when in its determination such treatments and materials in the form utilized will not be a detriment to the quality of the neighborhood. No gravel or "built up" roofs shall be permitted without the written approval of the Architectural Control Committee.

Section 7.4 No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Map. No side yards at the front building setback line shall be less than the minimum permitted by the City of Elmendorf's Municipal Code of Ordinances. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with Section 7.5, these building setback requirements shall apply to the resulting building site and no building may be constructed on lot lines.

Section 7.5 No Lot shall be resubdivided or split.

Section 7.6 Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No utility company, water district, political subdivision, or other authorized entity using these easements shall be liable for any damage done by them or their assigns, agents, employees, or servants, to shrubbery, trees, flowers, or to other property of the Owner situated in the easement.

Section 7.7 No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Section 7.8 No structure not approved for residential use by the Architectural Control Committee, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence. either temporarily or permanently.

Section 7.9 No signs of any type shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent. However, Declarant, as well as any other person engaged in the construction and sale of residences on the Property shall have the right, during the construction and sales period, to construct and maintain signs advertising the construction and sale.

Section 7.10 No oil well drilling, development, or refining, and no mineral quarrying or mining operations of any kind shall be permitted on any Lot. No oil well, tank, tunnel, mineral excavation, or shaft shall be permitted on any Lot. No derrick or other structure designed for use in boring for oil, natural gas, or other minerals shall be erected, maintained, or permitted on any Lot.

Section 7.11 No Lot shall be used or maintained as a dumping ground for rubbish or trash. All garbage and other waste shall be kept in sanitary containers. There shall be no burning or incineration of trash, garbage, leaves, brush, or other debris.

Section 7.12 This section is intentionally left blank.

Section 7.13 This section is intentionally left blank.

Section 7.14 This section is intentionally left blank.

Section 7.15 This section is intentionally left blank.

Section 7.16 No fence, wall, or hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines or in the case of a rounded property corner, from the intersection of the street line extended; the same sight line limits shall apply on any lot within ten feet (10') from the intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7.17 No building shall be placed, nor shall any material or refuse be placed or stored, on any lot within five feet of the property line of any park or edge of any open water course, identified on the Map. However, clean fill may be placed in that setback area if the natural water course is not altered or blocked by the fill.

Section 7.18 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that a reasonable number of dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.

Section 7.19 In order to ensure a general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings [i.e., separating front and rear yards]) and on all corner lots along that portion of side or rear yards fronting on side streets, shall be six foot (6') vertical privacy fences composed of masonry, cedar, spruce, or other such materials as may be approved from time to time by the Architectural Control Committee. In no event shall any fence extend any closer to the street fronting a dwelling than the front outermost corners of such dwelling. On corner lots, fences must be set back at least five feet (5') off that side property line abutting the side street. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive the aforesaid fence limitations in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept design or material and the resulting decorative wall and/or retaining wall will not detract from the general appearance of the neighborhood.

Section 7.20 No chain-link fences may be built or maintained on any lot where same would be visible from a street (i.e., between dwellings and abutting side streets on corner lots).

Section 7.21 No trailer, tent, boat, or stripped down, wrecked, junked, or inoperable vehicle (including a vehicle with an expired inspection and/or license sticker) shall be kept, parked, stored, or maintained on any portion of the front yard in front of the building line of the permanent structure and shall be kept, parked, stored or maintained on other portions of a lot only within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. Flat tires on vehicles that are readily in view from the street or other lots shall be promptly fixed. No commercial vehicle bearing commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless such vehicle is temporarily parked for the purpose of serving such lot.

Section 7.22 No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Section 7.23 No fireplace or wood-burning stove shall be installed on any Lot unless it meets the requirements, standards, and recommendations of City of Elmendorf, Bexar Texas.

Section 7.24 Unless it is not visible from the front of the lot, no poles, masts, antennas, or satellite dishes of any type, size, or height shall be installed on any Lot unless within the envelope of a building approved by the Architectural Control Committee.

Section 7.25 This section is intentionally left blank

Section 7.26 Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from a Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

Until a home or residence is built on a Lot, Declarant or the Association, may, at their option, have the grass, weeds and vegetation cut when and as often as it determines the same is needed, and have dead trees, shrubs and plants removed therefrom. Declarant or the Association may also, at their option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

All front yards, rear yards and side yards on all Lots must be sodded or seeded within three (3) months after occupancy of the house, and must thereafter be maintained with grass or landscaping in a neat and well mowed condition, free of unsightly weeds and overgrowth. At least two trees shall be planted in the front yard within three (3) months after occupancy of the house. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard. All plantings shall be low-water usage species from a list approved by the Committee. No oak, elm, or pecan trees larger than 18" in diameter may be removed without written approval of the Committee. EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY OR FITNESS FOR INTENDED PURPOSES OF ANY TREES OR SHRUBS LOCATED ON A LOT.

Section 7.27 No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 7.28 No owner shall do any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

Section 7.29 No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Control Committee).

Section 7.30 No exterior speakers, horn, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the lot and improvements situated thereon) shall be placed or used upon any lot. .

Section 7.31 No guns, pistols, rifles or other firearms shall be discharged by owners or their guests in the Subdivision, nor shall target practice or hunting of any nature be permitted on any

tract situated in the Subdivision, or on any adjoining property situated in close proximity to the Subdivision whether owned by Declarant or otherwise.

Section 7.32 No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes or other refuse may be thrown or dumped on any vacant lot or drainage area in said Subdivision.

ARTICLE VIII. PRIVATE STREET and EASEMENTS

Section 8.1 The Private Street, all easements and all alleys for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Map. No shrubbery, fence, or other obstruction shall be placed in the Private Street, any easement or alleyway. Right of use for ingress and egress shall be available at all times over any dedicated easement or alleyway for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement or alleyway that would interfere with the installation, maintenance, operation, or removal of such utility.

Section 8.2 An electricity distribution system shall be installed to serve all Lots in the subdivision. Should the electricity distribution system be placed below ground, the Owner of each Lot, at the Owner's cost, shall furnish, install, and maintain (all in accordance with the requirements of local governmental authorities and the National Electrical Code) an underground service cable and appurtenances from the meter installed on the Lot by the electric company to such point as may be designated by the company on the property line of the Lot. The company furnishing electric service shall make the necessary connection at the property line and at the meter. Each Owner, at the Owner's cost, shall install, furnish, and maintain a meter loop (in accordance with then-current standards and specifications of the electric company) for the residence constructed on the Lot.

ARTICLE IX. GENERAL PROVISIONS

Section 9.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.2 Severability. Invalidity of anyone of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 9.3 Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of 30 (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Declarant (so long as Declarant owns any Lot within the Properties) and by not less than 60

percent (60%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the Real Property Records of Bexar County, Texas. So long as there is Class B membership in the Association and so long as the Veterans Administration (VA) or the Federal Housing Administration (FHA) has any direct interest in the Subdivision, the VA or FHA must approve any amendments hereto. Notwithstanding the foregoing, Declarant shall have the right to record an amendment to this Declaration, without the necessity of joinder by any other Owner, for the limited purposes of complying with a statutory requirement, correcting a clerical error, clarifying an ambiguity, inserting an unintentionally omitted portion or removing any contradiction in the terms hereof.

Section 9.4 This section is intentionally left blank.

Section 9.5 Rights of Mortgagees. Each lienholder or mortgagee of a Lot shall possess the right, subject to its prior written request to the Association and the providing of its address to the Association, to:

- (a) Inspect the books and records of the Association during normal business hours;
- (b) Receive an annual unaudited financial statement of the Association within ninety (90) days following the end of each fiscal year of the Association; and
- (c) Receive written notice of all meetings of the members of the Association and be entitled to designate a representative to attend such meetings.

Section 9.6 Leases. Any lease agreement between an Owner and a lessee shall provide that the lease shall be subject in all respects to the provisions of this Declaration and to the Articles of Incorporation and Bylaws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default in the lease. All such leases shall be in writing.

Section 9.7 These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements, covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Section 9.8 If any controversy, claim, or dispute arises relating to this instrument, its breach, or enforcement, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Section 9.9 This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Property.

Section 9.10 In the event of any conflict between these Use Restrictions and Ordinances of the City of Elmdorf City, the most restrictive shall govern.

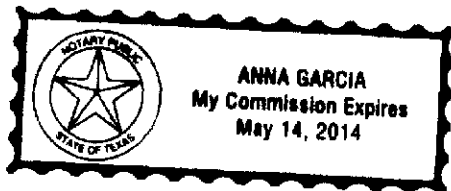
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this 29th day of June, 2010.

Declarant: Community National Bank

By: Thomas C Wooten
Thomas C Wooten
Chief Executive Officer

STATE OF TEXAS §
§
COUNTY OF Medina §

This instrument was acknowledged before me on the 29th day of June, 2010, by Thomas C Wooten as Chief Executive Officer for Community National Bank



Anna Garcia
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Community National Bank
Attn. Mark Sunderman
P.O. Box 130
1502 Avenue M
Hondo, TX 78861

PREPARED IN THE LAW OFFICE OF:

EARL & ASSOCIATES, P.C.
15303 Huebner Rd., Bldg. 15
San Antonio, Texas 78248

EXHIBIT A

"Property" as used in the Declaration of Covenants, Conditions and Restrictions for the Elmendorf Estates Subdivision shall mean the following real property, to wit:

Lots 1 through 17 and the 0.10 acre tract labeled "Common Area" on the Plat of the Elmendorf Estates Subdivision, recorded at Volume 9600, Page 107, of the Official Plat and Real Property Records of Bexar County Texas.

Doc# 20100140217 Fees: \$76.00
08/05/2010 1:49PM # Pages 16
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real
property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on
this date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Record of Real Property of Bexar County, Texas on:

AUG 05 2010



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
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