

RETURN TO:  
SAN MARCOS TITLE HC 9923386 8 pgs  
100 E. SAN ANTONIO ST., #103  
SAN MARCOS, TEXAS 78666

8/23

GF# ~~DECLARATION OF COVENANTS, CONDITIONS, AND~~  
**RESTRICTIONS FOR THE RIDGE AT STONECLIFF**

C & G DEVELOPMENT, INC., (the "Declarant") is the owner of The Ridge at Stonecliff, described as follows:

Being 29.00 acres of land, more or less, out of the T.J. CHAMBERS SURVEY, the being the same real property which has been subdivided and platted into 18 residential lots, (the "Lots") known as The Ridge at Stonecliff, (the "Property") the plat of which is recorded in Book 8, Pages 279-280 of the Plat Records of Hays County, Texas.

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

**PART 1. DEFINITIONS**

1. "Property" means that certain 29.00 acres of land, more or less, out of the T.J. CHAMBERS SURVEY, the being the same real property which has been subdivided and platted into 18 residential lots, (the "Lots"), streets and common areas known as The Ridge at Stonecliff, as described above.
2. "Subdivision" means the platted subdivision of The Ridge at Stonecliff, the plat of which is recorded in Book 8, Pages 279-280 of the Plat Records of Hays County, Texas
3. "Association" means The Ridge at Stonecliff Owners's Association, organized by Declarant, which will be the agency to maintain the architectural control and maintenance of common areas within the Subdivision.

**PART 2. LAND USE RESTRICTIONS**

Declarant hereby declares that the Lots described above shall be held, sold, and conveyed subject to the following restrictions, covenants, liens and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and each Lot and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof;

1. All Lots shall be used for single family residential purposes only, and no Lot, or any part thereof, shall be used for any business, commercial, trade, mercantile or professional purposes, or for ingress and egress to adjoining property.

2. No structure shall be placed or erected on any Lot on the Subdivision or be allowed to remain on any Lot in the Subdivision, other than one single family dwelling ("Dwelling") not to exceed two (2) stories in height, although each owner shall have the right to erect out buildings incidental to residential use of a Lot, such as garage, carport, servant quarters and similar structures designed to be incidental to residential use. No portable out building shall be allowed.
3. No Dwelling may be constructed in the Subdivision, containing less than 2,500 square feet of living space, exclusive of attached carports, garages, and covered porches. Each Dwelling must have a garage with minimum space for two (2) full size vehicles. All entry drives from the street must be paved from the street pavement line with asphalt or concrete.
4. No existing structure shall be moved upon, or allowed to remain upon, any Lot in the Subdivision. All Dwellings and out buildings shall be constructed on site and no modular, prefabricated or pre-built exterior or interior walls, or wall sections shall be permitted.
5. No mobile home, house trailer, motor home, tent, shack, garage, temporary structure or other out building shall be used for residential purposes or as a Dwelling. No motor home, boat, truck, commercial vehicle, travel trailer, or similar vehicle may be parked on any unpaved portion of a Lot at any time, nor in a driveway or street for more than 72 hours. A motor home, boat or travel trailer may be permanently housed on a Lot, but only if it is in a covered garage of adequate size so that it is not visible from any street or other Lot.
6. No noxious or other offensive activity shall be carried on or conducted on the Property or on any Lot, nor shall any activity be engaged in on the Property or on any Lot that is an annoyance or nuisance to other Lot owners.
7. No Lot shall be subdivided, or resubdivided.
8. No poultry, rabbits, pigeons, dogs, cats or other animals shall be raised, bred or kept on any Lot, except that a Lot owner may keep cats, dogs, or other household pets, so long as no such household pets are kept in such numbers as to constitute an annoyance or nuisance to other Lot owners.
9. No Lot shall be used as a dumping ground for rubbish, and no trash, garbage or waste material shall be kept on the premises except in sanitary containers. All containers for the storage and/or disposal of waste material shall be kept in a clean, sightly and sanitary condition, so that the same will not constitute an annoyance or nuisance to other Lot owners. No garbage cans or containers shall be allowed to remain at curbside or within view of other Lots except on days scheduled for garbage collection.

10. No oil, drilling, refining, or mining operation of any kind shall be permitted on the Property. No oil or gas well, derrick, tank, tunnel, shaft or excavation of any kind shall be permitted on any Lot.
11. No Dwelling shall be constructed nearer than 10 feet to any side lot line, or 40 feet from any front or rear line, except that Lots 10, 13 and 14 may build within 25 feet of the front lot line. Any person owning adjoining Lots in the Subdivision, and desiring to erect a Dwelling partly on one Lot and partly on another Lot, may do so, and no building set-back line restrictions will be applicable to the platted lot line dividing the combined Lots owned by the same person. However, no Dwelling shall be constructed nearer than 10 feet to any side lot line. These building set-back restrictions contained herein apply not only to Dwellings, but also to garages, water wells, septic tanks, servants quarters, and other out buildings. Fences constructed closer than 40 feet to any front lot line (or 25 feet for Lots 10, 13 and 14) must be approved by the Architectural Control Committee, and in the event of approval, no set back line restrictions as to such fence will be applicable.
12. Easements created for the purpose of providing for drainage or for the purpose of enabling the owners of Lots in the Subdivision to receive utility services are identified on the recorded Plat of the Subdivision, and no use may be made of any property contained within the easement that would interfere with the use of the easement for utility or drainage purposes. No structure of any kind may be placed or maintained in any inundation easement affecting a Lot.
13. No Lot shall ever be used as an entrance into or an exit from adjoining property, unless for the purpose of access to adjoining property owned or sold by Declarant.
14. All septic tanks and drain fields shall strictly comply with all laws and regulations of all governmental authorities. No septic tank or drain field shall be located such that the effluent therefrom will drain onto any other Lot owned by another Lot owner.
15. No building shall be constructed within the Subdivision, or allowed to remain within the Subdivision, unless the plans and specifications for the construction are approved by the Architectural Control Committee pursuant to the procedures set out in Part 3, below.
16. A minimum thickness of six (6") inches of topsoil will be required on all regularly maintained yard areas.
17. Only "pellet type" lawn fertilizer may be used on any Lot.
18. No pipe or chain link fences shall be allowed in the Subdivision.

### PART 3. ARCHITECTURAL CONTROL

1. Purpose. The purpose of these covenants regarding architectural control is to provide a method and agency to develop and maintain architectural control, and maintenance of road and common area entry within the Subdivision.
2. Membership. The record owner of each Lot within the Subdivision, to which these covenants apply shall be a member of the Association. The membership shall be appurtenant to and may not be separated from the ownership of any Lot. Record ownership of a Lot shall be the sole qualification for being a member of the Association.
3. Voting. The Association shall have a single class of voting membership which shall be the owners of Lots within the Subdivision. Members shall be entitled to one vote for each Lot owned provided the assessments against such Lot are current to within thirty (30) days of the assessment date. when more than one person owns a Lot, all are members of the Association and the one vote for each Lot shall be cast as the owners determine among themselves.
4. Architectural Control Committee. An Architectural Control Committee shall be designated and composed of the three (3) directors of the Association who shall be elected by a majority vote of the Association at its annual meeting to be held in January of each calendar year, at a time and place designated by the directors upon twenty (20) days written notice in addition one (1) alternate director shall be chosen to act in case of absence or abstention of one (1) or more directors.
5. Approval of Plans and Specifications. No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of same shall have been submitted to, and unanimously approved in writing by the Architectural Control Committee as to harmony of external and location in relation to surrounding structures and topography. The Architectural Control Committee is specifically authorized to review all building plans to determine whether or not adequate provisions have been made to save as many trees as possible and preserve the natural state of the land, and if necessary, the Architectural Control Committee may require the owner of a Lot to revise such building plans in order to preserve the natural beauty of the Subdivision.
6. Failure to Committee to Act. In the event that any application to the Architectural Control Committee is not approved or disapproved within thirty (30) days following the date of submission, then it shall be deemed to be approved, no further action shall be needed.

## PART 4. COVENANTS FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Subdivision, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments, and (2) 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 attorney's 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 attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot 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.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Subdivision and for the improvement and maintenance of fences, lighting and other common improvements within the Subdivision.

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 \$50.00 per Lot.

(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 25% 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 25% by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

4. Special Assessment 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 part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the streets, landscaping, and common area improvements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice and Quorum for Any Action Authorized Under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4

shall be sent to all members not less than 30 days nor, more than 60 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 membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis as fixed by the Association.

7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of January, 2000. 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 Association. 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.

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 18% percent 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. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the streets or by abandonment of his or her Lot. Any Lot owner who is more than thirty (30) days delinquent in payment of assessments shall have no voting rights until such delinquency is cured.

9. 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. 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.

#### PART 5. GENERAL PROVISIONS.

1. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed

by the majority of the then owners of the Lots revising such covenants in whole or in part has been recorded in the Official Public Records of Hays County, Texas.

2. Enforcement. If the owners of any Lot or their heirs, executors, administrators, successors, assigns or tenants shall violate or attempt to violate any of the covenants set forth in this Declaration, or in the Restrictions, it shall be lawful for the Association or the Declarant to enforce these Covenants or the Restrictions, or if the Association or Declarant shall fail to do so after sixty (60) days written notice from a person owning any Lot encumbered by this Declaration, then for any such owner to prosecute any proceedings against the person or persons violating or attempting to violate any such Covenants or Restrictions. The failure of the owner or tenant to perform his or her obligation hereunder would result in irreparable damage to the Declarant and other owners of Lots in the Subdivision; thus the breach of any provision of this Declaration or the Restrictions may not only give rise to an action for damages at law but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction without the proof of any specific damages. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and a reasonable attorney's fees shall be assessed against the violator.

3. Partial Invalidity. In the event any of the foregoing covenants, conditions, restrictions, reservations or charges are held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

4. Severance. In the event any of the foregoing covenants, conditions, restrictions, reservations or charges are held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other covenants, conditions, restrictions, reservations or charges. If one of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

5. Amendment. This Declaration may be amended by written instrument approved by the affirmative vote of the Members of the Association holding at least two-thirds ( $\frac{2}{3}$ ) of the total votes, with one lot being entitled to one vote. The amendment shall be effective when it is certified by the president of the Association as to the requisite number of votes and recorded in the Official Public Records of Hays County, Texas. Any amendment so certified and recorded shall be conclusively presumed to have been duly adopted. Declarant shall have the right to file an amendment to this Declaration without the necessity of joinder by any other Member or lot owner for a period one year from date of recording this Declaration in the Official Public Records of Hays County, Texas. Notwithstanding the foregoing, after the expiration of one year one year from date of recording this Declaration in the Official Public Records of Hays County, Texas, Declarant shall have the right to file an amendment to this Declaration without the necessity of joinder by any other Member or lot owner for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or for the









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