

SCANNED

DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS & RESTRICTIONS  
FOR

UNIT 2  
SAVANNAH HEIGHTS SUBDIVISION

THE STATE OF TEXAS     §  
  §  
COUNTY OF BEJAR       §

One Savannah Ridge Development, L. P., a Texas limited partnership (the "Developer") being the owner of the following described real property lying and being situated in the Counties of Bexar and Atascosa, State of Texas, and being more particularly described as follows (the "Subdivision"):

Savannah Heights, Unit 2, Bexar County, Texas, according to plat recorded in Volume 9550, Pages 138-140, Deed and Plat Records of Bexar County, Texas.

for the purpose of carrying out a uniform plan for the development of a high quality residential neighborhood and protecting the value and desirability thereof, does hereby make, declare, adopt and impose upon the above described real property the following covenants, conditions, restrictions, and limitations which shall apply to and become a part of all contracts of sale, contracts for deed, deeds and other legal instruments whereby title or possession to any lot in said Subdivision is hereafter conveyed or transferred, such covenants, conditions, restrictions and limitations to run with the land and to be binding upon and inure to the benefit of all parties, now or hereafter, owning or using the above-described property or any portion thereof, their heirs, executors, administrators, successors and assigns.

1. Residential Use. All lots within the Subdivision are hereby restricted exclusively to single-family residential use. No lot shall ever be used for a business or commercial purpose. No structures shall be erected, placed or maintained on any lot other than a single-family residence with such accessory structures and buildings as a storage building, workshop, and garage. No habitable structure shall be placed on any portion of a lot lying within the 100 year flood zone. Not more than one single-family residence may be erected on a lot. No lot shall be subdivided. The term "residential use" shall exclude specifically travel trailers and recreational vehicles. As used in this Declaration, the term "lot" refers to any numbered plot of land shown upon a recorded plat of

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any portion of the Subdivision in accordance with the terms hereof. No more than two (2) unrelated (by blood) individuals may occupy the residence on any lot. No more than seven (7) individuals may occupy a four (4) bedroom residence on any lot; no more than six (6) individuals may occupy a three (3) bedroom residence on any lot; and no more than four (4) individuals may occupy a two (2) bedroom residence on any lot unless approved in writing by the Architectural Committee.

2. Size and Specifications: No building, structure or other improvement shall be commenced, erected, placed or maintained on any lot, nor shall any addition to or change or alteration therein be made, until the construction plans and specifications, and a lot plan showing the location of all such structures and all appurtenances thereto, have been submitted to and approved in writing by the Architectural Committee. A residence may not be lived in or occupied until the residence is 100% complete as per the Architectural Committee approved plans.

A: "Conventional on site construction single family residence":

Each dwelling must be new construction and shall not be less than 1,200 square feet of heated and air-conditioned space, exclusive of basement, garages, carports and porches. In the case of multi-story dwellings the minimum size shall be 1,200 square feet with not less than 700 square feet of heated and air-conditioned space in the first floor. Each dwelling must be a new construction and all plans and specifications are subject to the prior written approval of the Architectural Committee.

B: "Move-on Housing such as manufactured homes, modular homes, and all other Move-On Homes":

(1) All Move-on Housing shall be double-wide manufactured homes except that single-wide manufactured homes may be placed on lots which are approved by the Architectural Committee for placement of single-wide manufactured homes thereon.

(2) All manufactured homes and modular homes shall be of new or like-new construction unless approved in writing in advance by the Architectural Committee.

(3) No double-wide manufactured homes of less than 56 feet in length shall be permitted on any lot facing Savannah Heights Road in Unit 2.

(4) No double-wide manufactured homes of less than 1,200 square feet of heated and air-conditioned space, or less than 24 feet in width shall be permitted. All double-wide manufactured homes shall have shingle roofs (or roofs made of

other materials approved in writing by the Architectural Committee) and hardboard or vinyl siding.

(5) No single-wide manufactured homes of less than 950 square feet of heated and air-conditioned space, or less than 16 feet in width shall be permitted.

(6) All manufactured homes must have the towing devices, axles and wheels removed and must be placed on a slab or upon blocks or piers.

(7) All manufactured homes must be completely enclosed from the ground level to the lower portion of the outside walls within 60 days after placement on the property with masonry, plaster, brick, stucco or other fabricated material specifically approved for the purpose of enclosing manufactured homes, as approved in writing prior to installation, by the Declarant or the Architectural Committee, so as to maintain a neat, harmonious appearance. **Lattice skirting is not acceptable. Vinyl skirting is not allowed.** Back filling is allowed.

(8) All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation.

(9) Unless home is set at ground level and back filled, a front deck built of weather resistant wood shall be installed within 30 days of the installation of a dwelling. The porch shall be a minimum of 6 feet by 8 feet, shall have railings and banisters at all appropriate places and shall be underpinned in the same manner as the dwelling.

(10) All dwellings and the required front porch will be required to be uniformly underpinned between the base of the home and porch and the ground level with a removable access on the backside. Underpinning shall be complementary to the home. All underpinning must be in place within sixty (60) days of move or.

All plans and specifications are subject to the prior written approval of the Architectural Committee to insure the development of a high quality residential area.

2.5 Special Provision for Park View Homes. All lots and dwellings visible from the Owners Association Park Areas are subject to the following special conditions and must receive the approval of the Architectural Committee prior to the installation of any exterior items: Block 3, Lots 18, 19 and 20 are required to install a 6' wood privacy fence on the rear lot line so as to limit visibility from the park areas. Block 3, Lot 10 must have a 6' wood privacy fence on the side lot lines extending from the front of the

dwelling to each side lot line. All homes on lots visible from the park areas must have decks on each door entrance and require either a garage or storage building subject to the conditions herein. Pets must be fenced in.

3. Setback Requirements. The front setback requirements shall be such that no residence shall be located on any lot closer than 100 feet to any front property line, or further than 140 feet from the front property line, except for the following:

a. All lots facing Savannah Heights Road of Unit 2: No residence shall be located on any lot closer than 140 feet to any front property line, or further than 180 feet from the front property line.

b. All lots in cul-de-sacs of Unit 2: No residence shall be located on any lot closer than 100 feet to any front property line, or further than 115 feet from the front property line.

No buildings of any nature shall be closer than twenty (20) feet to any side property line, or closer than fifty (50) feet to the rear property line. Variations from this requirement may be granted in individual cases where tract size, shape, or topography makes this requirement impractical, but any such variations must have the prior written approval of the Architectural Committee. All residences must be centered between the two side property lines of each lot and the front of all residences must face and be parallel to the road fronting the lot. The location of the residence on each lot must be approved in advance in writing by the Architectural Committee.

4. Lot Clearing and Limitations On Other Structures. Prior to the construction or placement of any residence or other structure on any lot, the lot owner shall clean and clear the lot of all weeds, brush, trash and refuse. Grass should be mowed and not allowed to exceed six inches (6") in height. However, no trees may be removed without the prior written consent of the Architectural Committee. Only one (1) barbecue pit and one (1) picnic table shall be allowed on each lot and such items must be set back at least one hundred feet (100') from the front property line. No permanent trash containers shall be placed on any lot. No vehicles or equipment shall be placed on any lot unless approval by the Architectural Committee.

5. Quality Construction and Maintenance. All improvements and structures including but not limited to homes, garages, barns, fences, and other improvements shall be constructed of good quality new material and in a workmanlike manner. Such improvements and structures shall be maintained in a good state of repair and situated so that their appearance will not be detrimental to the Subdivision as a whole. All improvements and structures shall be kept weatherproofed by painting or such other method as may be

necessary and appropriate to preserve the attractiveness thereof and none of the improvements or structures shall be allowed to deteriorate to the detriment of the Subdivision as a whole. In the event improvements or structures situated thereon are not maintained in a neat and orderly manner, the Developer or the Architectural Committee shall have the right (but not the obligation), through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and exterior of the structures and any other improvements erected thereon, all at the expense of the lot owner or party in possession of said lot.

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

7. Fascia. Fascia must be installed on any improvement or structure attached to a residence such as a carport, garage, awning, patio cover, or porch, so as to match the fascia of the residence, and shall be subject to the prior written approval of the Architectural Committee.

8. Roof. Roofing materials on any improvement or structure attached to or adjacent to a home, if visible from any street, must match the roofing material of the residence to which it is attached or adjacent. Rolled roofing and corrugated sheet metal shall not be used as a roof on any residence, or other improvement or structure, unless approved in advance in writing by the Architectural Committee.

9. Easement. A designated distance inside of all property lines, as shown on the Subdivision plan, shall be reserved as a public utility easement (plus such additional space as may be required for guys or other utility pole structures), a drainage easement, or any other easement which would be beneficial to the common good. Any lot owner installing a fence or locating plants and other property within the area encumbered by the easement does so at his own risk since such property could be subject to damage by those entitled to use the easement. No utility company, water district, political subdivision, or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees, or flowers, or to other property of the lot owner situated within any such easement. In addition, a right of way for the installation and maintenance of a water line that will run from the water well at the Main park in Unit 2 to the park area in Unit 2 b shall be reserved.

10. Time for Completion. Any dwelling or other structure or building, once commenced, shall be completed within reasonable

diligence and, in all events, shall be completed as to its exterior within six months from the commencement of construction. No building materials of any kind shall be placed or stored upon any lot until the lot owner is ready to commence construction.

11. Temporary Structures. No structure or emplacement of a temporary character, nor any trailer, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence or dwelling, either temporarily or permanently, without the prior written approval of the Architectural Committee.

12. Septic Tanks and Water Wells. No residence shall be permitted in the Subdivision unless it is served by (a) a septic tank, sewer system or some other sewage-disposal system conforming with the regulations and recommendations of the Health Department of the State of Texas and Bexar County, and (b) a water system, conforming with the requirements of and approved by the Texas State Health Department and Bexar County. This includes, but is not limited to, the maintenance of a 150 foot sanitary control easement around any water well (i.e. no septic tank within 150 feet of any water well, whether the well is on the owner's lot or not). All septic tanks must comply with all State and Bexar County regulations and must be inspected by the Bexar County Health Officer or Commissioners Court Designate before, during and after construction and installation. Only one habitable structure shall be connected to a single septic system, and no dry outdoor toilets or cesspools shall be allowed except for temporary use by work crews. Outhouses or privies are not allowed on any lot in the Subdivision. No water well may be drilled in the subdivision except on designated drill sites assigned in the common areas by the Declarant.

13. Draining Structures, Ditches, and Stock Tanks. Drainage structures under private driveways shall be constructed to Bexar County specifications (a permit is required) and must be constructed before any residence or other improvement or structure may be placed on the lot. Such structures, where needed are to be installed and maintained continuously at the expense of the lot owner. Natural drainage shall not be disrupted, altered or changed without prior written approval of the Architectural Committee. No ponds, stock tanks, etc. shall be constructed on any lot in the Subdivision without the prior written approval of the Architectural Committee.

14. Removal and Landfill Operations. No commercial operations for the removal of sand, gravel, topsoil, caliche, or other earthen substances shall be permitted on a lot in the Subdivision, nor shall commercial landfill operations of any kind be permitted on a lot in the Subdivision.

15. Storage of Trash and Weeds. No lot shall ever be used for outside, unenclosed storage of any nature, nor shall any lot or part hereof be used or maintained as a dumping ground for rubbish, debris or junk. Trash, garbage or other wastes shall not be

permitted except in sanitary, securely closed containers. All incinerators, cans, or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and behind lot improvements so they are not visible from the street.

16. Parking. Streets shall not be used for parking except for occasional or emergency parking of vehicles. No continuous parking of automobiles or any other type of vehicle will be permitted on any street or road right-of-way in the Subdivision at any time. No car, truck, bus, boat, trailer or other vehicle shall be parked on any portion of the lot or driveway unless it is parked to the rear of the residence and not closer than thirty (30) feet from any property line, except with the prior written approval of the Architectural Committee. All garages must be built to the rear of the residence unless another location is approved in writing by the Architectural Committee.

17. Unused Vehicles. The storage of junked, abandoned or wrecked items such as motor vehicles, boats, or other equipment or materials shall not be permitted on any lot in the Subdivision. 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 in the Subdivision for more than one week. Repairing of motor vehicles, boats, or other items of a mechanical nature (except for vehicles, boats or other items which are for the personal use of the owner of the lot) shall not be permitted on any lot in the Subdivision.

18. Livestock and Pets. Raising, breeding or keeping animals of any kind, including livestock, horses, monkeys, pigs of any kind, goats, snakes and poultry is strictly prohibited, except that for each lot there shall be permitted up to a total of four dogs or four cats or a combination of the two not to exceed a total of four, no more than two birds, and a reasonable number of other usual and common household pets so long as they are confined within the home or in a fenced area. In addition, one (1) horse per acre of land will be allowed. **No pets will be allowed to run free, nor will pets be allowed that make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to any lot owner.**

19. Animals to be Contained. All animals shall be contained within the lot lines either by fence, leash, or other comparable device. **Animals shall not be allowed outside an owner's lot and must be located to the rear of the home. No dog containment areas are allowed in front of the residence.**

20. Fences. Fences will be constructed of wood, chain link, vinyl, or other industry standard fencing material. Sheet metal fences will not be allowed. Fences shall be a maximum 6 feet high and shall not extend closer to the street than the front line of the

dwelling. All fences are subject to the prior written approval of the Architectural Committee.

21. Trees. No trees shall be removed, cut-down, or in anyway damaged or destroyed, except where improvements are to be located or where such tree is diseased or dead, without the prior written approval of the Architectural Committee. The Architectural Committee may require that a lot owner, at lot owner's expense, cut-down and remove a diseased or dead tree from a lot.

22. Signs. Except for one sign of not more than 6 square feet advertising the property for sale or for rent, no signs of any kind shall be displayed to the public view from any lot. However, signs, offices, storage areas, and model units may be used by the Developer, a contractor or other builder to sell and advertise (a) Subdivision property and (b) residences in the Subdivision during the course of construction and for a reasonable sales period thereafter. Access to the signage will be allowed at all times.

23. Noxious Activity. No noxious or offensive activity shall be carried on or maintained on any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood in the Subdivision. All lots must be kept in a neat and clean condition. No items of personal property of any kind shall be placed on any lot except as stored in a garage, storage shed or comparable enclosed structure or screened from view from all roads and adjoining lots. No items such as swing sets, children's toys, barbeque pits, picnic tables, etc. shall be kept or placed on the outside of the residence except to the rear of the residence. Outside clothes lines or other facilities for drying clothes or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be visible from the streets. The front yard must be kept in a neat and uncluttered condition.

24. Firearms. The use or discharge of any type of firearm is expressly prohibited within the Subdivision.

25. Boats and Trailers. No boats, boat trailers, travel trailers, recreational vehicles or other similar property shall be allowed to remain in the driveway, front yard, on the street, or any other location on any lot unless parked to the rear of the residence and not closer than thirty (30) feet from any property line, except with the prior written approval of the Architectural Committee.

26. Mail Boxes. No individual mail boxes will be permitted on a lot at any time. Declarant shall cause to be constructed central mail boxes in locations to be determined by Declarant and the U. S. Postmaster.

27. Driveways. All lots must have a driveway extending from the street pavement to the garage and the vehicle parking area to



the rear of the residence. All driveway materials must meet with specifications established by the Architectural Committee and may include gravel, crushed limestone, concrete or asphalt pavement. In no event shall any driveway be placed until plans and materials have been submitted to and approved in writing by the Architectural Committee.

28. Damage or Destruction. In the event of damage to or destruction of structures on any lot, within six (6) months after such damage or destruction the lot owner shall repair or reconstruct in a manner consistent with the original construction or such other plans and specifications that are approved in writing in advance by the Architectural Committee. Alternatively, the owner shall clear the lot of building debris and maintain it in a neat and attractive, landscaped condition consistent with these deed restrictions.

29. Enforcement of Conditions and Restrictions. The conditions and restrictions set forth herein are for the benefit of and shall inure to the Declarant, the Architectural Committee, the Association and each and every owner of any lot. After 15 days written notice from the Architectural Committee of violation of restrictions, the Developer, the Architectural Committee, the Bexar County Commissioners Court or any other person or entity owning any interest in any of the lots in said Subdivision, including mortgage interest, may enforce these restrictions through a proceeding at law or in equity against the person, persons, or entity violating or attempting to violate any covenant, condition, reservation, restriction, or limitation, either to prevent or to correct such violation, or to recover damages, or to obtain other relief for such violation. All expenses, including reasonable attorneys fees, shall be recovered from anyone adjudged to have violated these restrictions by the party bringing the suit or other action. Failure to enforce any covenant, condition, reservation, restriction or limitation herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any variance from the conditions and restrictions set forth herein shall be submitted to, and approved by, the Architectural Committee.

30. Architectural Committee. There is hereby created and activated an Architectural Committee for the purpose of ensuring compliance with this Declaration by supervising, controlling and approving all construction plans for residences, structures, and other improvements to be built or placed upon any lot, and for further purpose of performing such other duties and responsibilities as are allocated under other paragraphs of this Declaration. The Architectural 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. The initial members of the Architectural Committee shall be John Hayes, Kevin Buckley and Brian Anderson. If any one or more of the two members refuses or fails to serve, the remaining member or members are hereby authorized to appoint a person or persons as replacement members. In the event

all of the Architectural Committee members fail, refuse or are unable to serve, then the owners of the property in the Subdivision shall elect a new Architectural Committee, each lot in the Subdivision to have one vote in such election.

31. Property Owners Association. Each owner of a lot in the Subdivision shall be a member of the SAVANNAH HEIGHTS OWNERS ASSOCIATION, INC. (the "Association"). The purpose of the Association is to provide for the management, maintenance, administration and operation of:

- (a) The duties of the Architectural Committee;
- (b) The enforcement of these Declarations;
- (c) "Common Areas" including, but not limited to, subdivision entrances together with associated fences, gates and landscaping;
- (d) Any property conveyed to the Association by Developer; and
- (e) Any other function pertaining to the well-being of

the

Subdivision.

The Association shall be activated and commence on or about December 1, 1999, and shall be managed initially by a Board of Directors composed of John Hayes, Kevin Buckley and Brian Anderson. If any one of the three initial directors refuses or fails to serve on the Board for any reason, the remaining directors are hereby authorized to appoint a replacement director. A meeting of all members of the Association shall be called by the initial Board of Directors within sixty (60) days of the date Developer has closed the sale of ninety percent (90%) of the lots within the Subdivision or January 31, 2005, whichever last occurs, or earlier at Developer's election, for the purpose of electing successor directors. A quorum of twenty-five percent (25%) of all lot owners is required for the initial member organizational meeting. A majority of the quorum shall elect three (3) persons to serve on the Board of Directors and approve and conduct such other business as may properly be brought before such meeting. Each lot in the subdivision shall be entitled to one vote in the Association. When more than one person holds an interest in any one lot, all such persons shall be members of the Association but they shall collectively cast only one vote for each lot owned. The Association shall be incorporated under the Texas Non-Profit Corporation Act, have a Board of Directors consisting of three (3) members until otherwise determined, and shall act by majority vote in accordance with this Declaration and with the by-laws of the Association.

32. Membership in Association. Each lot owner is required to be a member of the Association. By acceptance of a deed to any lot or lots in the Subdivision, the owner thereof personally agrees to be and become a member of the Association and to be and become bound and obligated by the terms and provisions of this Declaration.

33. Obligations of Lot Owners. Each owner of a lot in the Subdivision covenants and agrees, and by acceptance of a deed to such lot is deemed to covenant and agree, to pay to the Association: (a) an annual assessment of charge and (b) special assessments as and when levied. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall, and 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, costs, and reasonable attorneys fees, shall also be the personal obligation of the person or entity who was the owner of each lot in the Subdivision at the time the assessment became due. The Architectural Committee may establish, collect and administer all assessments prior to the formation of the Association. From and after the activation of the Association, the Association shall have the duty and obligation to establish, collect and administer such assessments.

34. Annual Assessments. Each lot in the Subdivision is subject to an annual maintenance charge assessed equally against all lots subject to this Declaration in an amount to be established initially by the Architectural Committee and then by the Board of Directors of the Association thereafter. Such assessment shall be the obligation of the record owner of each lot in the Subdivision at the time the assessment is due. The amount of the annual assessment shall be determined by the levying authority at least thirty (30) days prior to January 1 and written notice of such assessment shall be sent immediately to each member of the Association. If not paid 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 amount of the assessment.

35. Special Assessment. In addition to the annual assessment herein authorized, the Board of Directors of the Association may levy a special assessment at any time deemed necessary, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, maintenance, repair or replacement of (a) any bridge or road within the Subdivision not being maintained by a public entity, or (b) any property within the Subdivision conveyed to the Association by the owner thereof, and for other purposes deemed necessary by the Board of Directors of the Association, to maintain or improve the Subdivision for the general benefit of the owners and occupants thereof.

36. Vote on Special Assessment. If ten percent (10%) of the members of the Association object in writing to the levy of any special assessment, such assessment shall not be valid unless and until it has been approved by a majority vote of the members at a meeting duly called for such purpose. Written notice of the meeting with explanation of the proposed action shall be sent to each member of the 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 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.

37. Cleaning Lots. After thirty (30) days notice to the owner thereof, the Architectural Committee or the Association, when activated, shall have the right to clean and clear lots of unsightly weeds, grass, brush, trash, and refuse, such cleaning and clearing to be at the expense of the particular lot owner and for which a lien in favor of the Association may be placed upon the property, including interest, costs, and attorneys fees. Such lien shall be treated by the Association in the same manner as other assessments against such lot.

38. Uniform Assessments. Both annual and special assessments must be fixed at a uniform rate for all lots; provided, however, individual lot owners may be separately assessed for the reasonable cost of clearing and cleaning lots as authorized elsewhere in this Declaration.

39. Lien of Assessment. The lien of any assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien and such sale or 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. No assessment lien shall be impressed against any lot as long as the Veterans Land Board holds title. (This applies to purchases made under the Veterans Land Board program only.)

40. Partial Invalidity. If any portion of this Declaration is declared illegal, invalid, or unenforceable by law or court order, such action shall not affect the validity of any other provision hereof. Failure to enforce any one or more provisions hereof shall not constitute a waiver thereof as to future enforcement and shall not serve to invalidate any other provision of this Declaration.

41. Duration of Restrictions. The covenants, conditions, reservations, restrictions, and limitations herein published and impressed on all lots in the Subdivision shall run with the land and shall be binding on all owners of properties in the Subdivision for a period of twenty-five (25) years from and after the date hereof and shall thereafter be automatically extended for successive periods of twenty-five (25) years unless an instrument signed by two-thirds (2/3rds) of the lot owners has been recorded, agreeing to change said covenants, conditions, restrictions, reservations and limitations.

42. Amendment. The Architectural Committee as herein constituted shall have the power and authority to amend this Declaration by filing and recording such changes in the same manner as this Declaration; provided, however, when the Architectural Committee is abolished under other provisions of the Declaration, the right of amendment shall terminate and such right shall not be exercised by the successors to the Architectural Committee, except as otherwise allowed by law.

43. Deviations. The Architectural Committee or the Board of Directors of the Association, when activated, may exercise a limited right to approve deviations from the provisions hereof without an actual amendment of the Declaration, when, in the opinion of the Architectural Committee or said Board of Directors, such deviation will be beneficial to other owners of lots in the Subdivision.

44. Rights of Developer. The Developer or its agents shall have the right to use any unsold lot for a sales office location, future road right-of-way, or any other purpose Developer deems necessary.

45. Drilling. Each lot owner acknowledges that he is obtaining only the surface estate to his lot. Each lot owner acknowledges that the water rights have been severed from the surface estate. No water, oil or gas well drilling, oil or gas development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on a lot in the Subdivision, nor shall oil wells, gas wells, tanks, tunnels, mineral excavations, or shafts be permitted on any lot in the Subdivision except for well sites designated by the Declarant. 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 in the Subdivision. Upon the expiration of any mineral leases existing as of the date hereof, further drilling will be prohibited as described herein, except for any drill sites designated by the Architectural Committee or the Association.

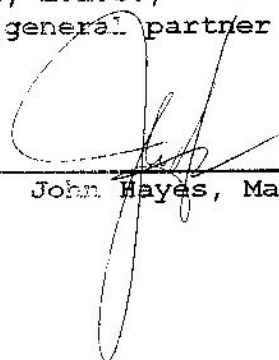
46. No Pollution or Environmental Contamination. There shall be no activities on any lot or in any part of the Subdivision that could result in the pollution or environmental contamination of the air, water or land contained within or adjacent to the Subdivision, or that would result in the violation of any environmental law or ordinance.

47. Revisions to Recorded Plat. The Developer and/or the Architectural Committee shall have the right to make revisions to the recorded plat of the Subdivision and to file amended plats of the Subdivision without the consent of the lot owners provided that such revisions or amended plats do not interfere with the established rights of any lot owner.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed by a duly authorized officer this 31<sup>st</sup> day of January, 2001.

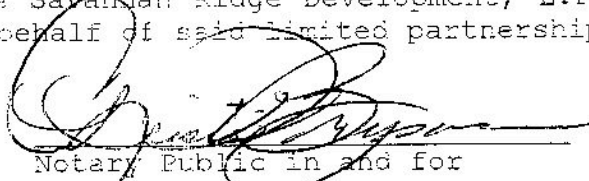
ONE SAVANNAH RIDGE DEVELOPMENT, L.P.

BY: SRDC, L.L.C.,  
its general partner

BY:   
John Hayes, Manager

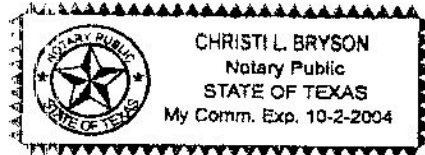
THE STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2001, by John Hayes, Manager of SRDC, L.L.C., general partner of One Savannah Ridge Development, L.P., a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public in and for  
The State of Texas

AFTER RECORDING, PLEASE RETURN TO:

John Hayes  
21519 Morin Road  
Von Ormy, Texas 78073



This instrument is void if the state of use of the signature is not properly because of race is void and unenforceable under Federal law. STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number 20010128515 on the date 07/26/2001 at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas.

JUL 26 2001



  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20010128515  
# Pages 14  
07/26/2001 10:48:35 AM  
Filed & Recorded in  
Official Records of  
BEXAR COUNTY  
GERRY RICKHOFF  
COUNTY CLERK  
Fees \$31.00

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