

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIVE COVENANTS  
FOR BLUFFVIEW OF CAMINO REAL  
AND BLUFFVIEW ESTATES

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR       §

This Amended and Restated Declaration of Restrictive Covenants shall govern all lots in the Bluffview of Camino Real and Bluffview Estates Subdivisions located in San Antonio, Bexar County, Texas, as depicted on the plats filed in the Deed and Plat Records of Bexar County, Texas, in Volume 8100, Page 35 through 37, Volume 8500, Page 210 through 213 (save and except Lots 8 and 9, Block 8, and Lots 39 and 40, Block 9 (which said four lots are not covered by this instrument)), Volume 8700, Page 58, Volume 8700, Page 168 through 171, Volume 9100, Page 62 through 63, Volume 9501, Page 194 through 196, Volume 9503, Page 51 and Volume 9525, Page 31 through 33, and the following restrictions and covenants are adopted and established to run with the land and to apply in the use, occupancy, and conveyance of all subdivided lots therein, and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content).

I.

USE

All lots in the subdivision shall be used for single-family residential purposes only.

No owner shall occupy or use his lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private

residence for the owner, his family, guests and tenants. No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

## II.

### ARCHITECTURAL CONTROL

No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision until the plans and specifications including exterior elevations for such building, fence or other structure and a plat showing the location of such building, fence or other structure shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography and finished ground elevation by an architectural committee composed of three persons. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve and disapprove such plans and specification and plat.. When vacancies occur on the Architectural Committee, new members shall be appointed by the Bluffview of Camino Real Homeowners Association, Inc.'s Board of Directors. The Committee shall maintain a membership of three individuals, who may or may not be members of the Board of Directors, and vacancies shall be promptly filled.

In the event said Committee fails to approve or disapprove any plans and specifications or plat within thirty (30) days after the same have been submitted to it, then such approval shall not be required and this covenant shall be deemed to be fully complied with. The Committee shall have the express authority to perform fact finding functions hereunder and shall have the

power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. Members of said Committee and their representative shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy be restricted to injunctive relief and no other. The Architectural Committee shall not be entitled to any compensation for services rendered pursuant to this covenant.

Decisions of the Architectural Committee on any matter on which they have jurisdiction may be appealed to the Association's Board of Directors at a regularly or specially called meeting of the Board of Directors. If a member of the Architectural Committee is also a member of the Board of Directors of the Association they must recuse themselves or be disqualified by the Board from review of Architectural Committee decisions on any matter on which they have exercised their duties and responsibilities as part of the Architectural Committee.

### III.

#### SIZE OF DWELLING

The total floor area of the main structure of any dwelling shall not be less than:

1) in all Units of Bluffview of Camino Real: 2,800 square feet if one story and 3,220 square feet if more than one story if situated on any of the following bluff lots in Unit 1: Lots 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 32, 33, 34, 39 and 40. Block 1 (herein called "bluff lots"), and 2,300 square feet if one story and 2,645 square feet if more than one story if situated on lots other than bluff lots; and,

2) in all Units of Bluffview Estates: 3,000 square feet if one story and 3,300 square feet if more than one story.

These areas shall be exclusive of open porches, breezeways, carports, garages and other outbuildings.

IV.

OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a storage building, greenhouse, childrens' playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such buildings shall be subject to approval of the Architectural Committee. In no instance shall an outbuilding exceed one (1) story in height or have total floor area in excess of ten percent (10%) of the floor area of the main dwelling.

V.

MASONRY REQUIREMENTS

The exterior walls of the main residence building constructed on any lot shall be at least seventy-five percent (75%), 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 seventy-five percent (75%) minimum masonry requirement specified shall apply to: (1) the lower floor only for a two-story dwelling in Units in Bluffview of Camino Real, and to Bluffview Estates Units 1 and 2A; and, (2) each floor of any multi-story dwelling in Bluffview Estates Units 2 and 3. Masonry or masonry veneer includes stucco, ceramic, tile, clay, brick, rock and all other materials commonly referred to in the San Antonio, Texas, area as masonry. Notwithstanding the foregoing, the Architectural 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.

## VI.

### FENCES

In Bluffview Estates Units 2 and 2A, all fences shall be of the following composition:

- (1) all masonry; or
- (2) all wrought iron; or
- (3) any combination of wrought iron and masonry; or
- (4) a combination of masonry and wood.

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, not including decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any lot. An exception shall be made in the case of retaining walls not to exceed twelve inches (12") above the ground in Bluffview of Camino Real Unit 1, or twenty-four inches (24") above ground in all other Units of Bluffview of Camino Real, and in all Units of Bluffview Estates.

In all Units other than Bluffview of Camino Real Unit 1, and in all Units of Bluffview Estates, notwithstanding the foregoing, the Architectural Committee is empowered to waive this height limitation 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 retaining wall will not detract from the general appearance of the neighborhood.

No chain-link fences may be built or maintained on any lot.

No fence, wall, or hedge shall be built or maintained which exceeds a height of six feet which is according to City code. Any variation from these covenants must be approved by the Architectural Committee and the City of San Antonio.

No rear fences shall be built on any lot in the subdivision which is situated in Block 7 of Bluffview of Camino Real Unit 2.

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 intersection, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

#### VII.

#### DRIVEWAYS

All driveways shall be surfaced with concrete, or other similar hard surfaced material. No asphalt driveways are permitted.

#### VIII.

#### TEMPORARY STRUCTURES

No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the subdivision controlled by these covenants. This covenant specifically includes the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence either temporarily or

permanently, and further specifically includes a mobile home upon which the wheels have been left attached.

## IX.

### SIGNS

The only signs permissible in common areas (i.e., medians and recreation areas) are those posted by the Association.

One (1) real estate sign per lot, not to exceed nine (9) square feet, advertising a residential lot for sale shall be permitted.

Only one (1) political sign per candidate or ballot item shall be allowed and must not exceed nine (9) square feet. Pursuant to Section 202.009, Texas Property Code, political signs are not allowed earlier than ninety (90) days prior to an election or more than ten (10) days after an election.

## X.

### MAINTENANCE

The Owners of all lots shall keep grass and vegetation mowed and trimmed, shall promptly remove all weeds as they grow, and all trees, shrubs, vines and plants which die and shall keep all yard areas in a sanitary and attractive manner. Lawns, front and back, must be mowed at regular intervals, and dwellings, fences, structures, driveways, and improvements of every nature must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of lots, or conditions on any lot, 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. The drying of clothes in public view is

prohibited and the owners or occupants of any lots at the intersection of streets or adjacent to parks, playgrounds, or other facilities where the rear yard of portion of the lot is visible to public view from a street or Common Area shall construct and maintain an inner fence or other improvements to adequately screen from view of streets and Common Area any of the following: the drying of clothes, yard equipment, wood piles which are incident to the normal residential requirements of a typical family. Any fence or screening improvements must be approved by the Architectural Committee.

In the event of default on the part of the Owner or occupant of any lot(s) in observing the above requirements or any of them, such default continuing ten (10) days from the date of a written notice thereof deposited in the United States mails, the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish, repair as needed any building, structure or improvement or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupants of such lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the lot and shall be a continuing lien upon the lot against which sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

## XI.

### UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the



installation and maintenance of utilities or in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each lot, if any, and all improvements in such area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, streets or flowers or other property of the owners situated on the land covered by said easements.

## XII.

### VEHICLES

No trailer, motor home, tent, boat, personal watercraft or similar vehicle, or stripped down, wrecked, junked, or wholly inoperable vehicle 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. 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.

## XIII.

### NUISANCES

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.

Any owner shall do no act nor 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.

No exterior lightning 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).

No exterior speakers, horns, 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.

#### XIV.

#### GARBAGE AND REFUSE DISPOSAL

All rubbish, trash, or garbage shall be kept in sanitary containers with tightly fitting lids, and shall not be stored, kept, placed or maintained on any lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. All said containers stored outside shall be kept in an area of the lot adequately screened by planting or fencing.

Burning of trash, refuse, garbage, rubbish or similar material is strictly prohibited.

#### XV.

#### PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that no more than two (2) adult dogs and two (2) adult cats may be kept on a single lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Committee. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

XVI.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

XVII.

WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any lot, including but not limited to water wells, cesspools or septic tanks.

XVIII.

DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the recorded plats, such easements being depicted thereon as “drainage easements”. No owner of any lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements.

More specifically, and without limitation, no owner may:

(1) Alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;

(2) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Committee and the City of San Antonio Drainage Engineer;

(3) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;

(4) Permit storage, either temporary or permanent, of any type upon or within such drainage easements; and

(5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

The failure of any owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Committee and/or the Association, and such Committee and/or the Association shall not be charged with any affirmative duty to policy, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

#### XIX.

#### RADIO OR TV ANTENNA

No radio or television aerial wires, satellite dish or antennae shall be maintained on any

portion of any lot forward of the front building line of said lot. Furthermore, no radio or television aerial wires, satellite dish or antennae shall be placed or maintained on any lot, which extends more than ten feet (10') above the highest part of the roof of the main residence on said lot. Pursuant to 47 C.F.R. Section 1.4000, these restrictions are not valid to the extent that they impair installation, maintenance, or use of an antenna in a way that:

- (i) Unreasonably delays or prevents installation, maintenance, or use;
- (ii) Unreasonably increases the cost of installation, maintenance, or use; or
- (iii) Precludes reception or transmission of an acceptable quality signal.

XX.

#### BLUFF LOT SCENIC EASEMENTS

In Bluffview of Camino Real Unit 1, that area depicted as scenic easements on the bluff lots shall be kept insofar as possible in its natural state and no structure, temporary or permanent, other than the elements of a walkway, inclusive of steps, landings and railings, which are not in excess of three feet (3") above natural grade, shall be constructed or erected within any such easements. This covenant shall not be deemed to prohibit the removal of dead or unsightly plants, bushes or trees, nor shall it be deemed to relieve bluff lot owners from their obligations to comply with the covenants contained in Article X hereof. Provided, further, however, that no living tree having a trunk caliber of three inches (3") or more shall be removed from a scenic easement without the consent of the Architectural Committee first obtained.

In Bluffview Estates Unit 2 and 3, that area depicted as scenic easements ("Bluffview Estates Units 2 and 3 Bluff Lots" being herein defined as Lots 49, 50, 56, 57, 82, 83 and 84, Block 1, New City Block 17035, Bluffview Estates Unit 1, and Lot 121, Block 1, New City Block 17035, Bluffview Estates Unit 2, and) shall be kept

insofar as possible in its natural state, except that, at the option of the owner of an individual lot and subject to the approval and consent of the Architectural Committee, structures may be erected to include, but are not limited to, steps, landings, railings, swimming pools, decks, yard fencing, or any other permanent structure within such easement; provided, however, no such structure shall be situated more than seventy-five feet (75') from the rear yard line of a lot (i.e., the nearest portion of a lot which is not subject to the easement). This covenants shall not be deemed to relieve Bluff Lot owners from their obligations to comply with the covenants contained in Article X hereof; provided, further, however, no living tree having a trunk caliber of three inches (3") or more shall be removed from a scenic easement with the consent of the Architectural Committee first obtained, and as hereinabove mentioned, the Architectural Committee shall have the full authority to approve or disapprove any construction upon such easement. In the event any improvements are constructed upon such scenic easements, the provisions of Article XI hereof shall be binding upon the owner of the lot upon which the scenic easement is situated to the extent such provisions are applicable.

XXI.

MAIL BOXES

Mail boxes shall be erected and maintained upon each lot on which a residence is situated in accordance with the current postal authority standards and the approval of the Architectural Committee.

XXII.

ATHLETIC FACILITIES

Tennis court/sport court lighting and fencing shall be allowed with the approval of

the Architectural Committee. No basketball goals or backboards or any other similar sporting equipment, of either a permanent or temporary nature, shall be placed within fifteen (15) feet from the front property line of any lot in the subdivision without the prior written consent of the Architectural Committee.

XXIII.

GARAGES

A garage or carport able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. The entrance to the garage must face either the side or rear of a lot so as not to be readily visible from the front of the lot when the garage is attached or a part of the main structure. If the garage is detached from the house, it may open to the front if it is set in the back yard a distance of five (5) feet from the rear lot line or scenic easement line in the case of bluff lots. No garage or driveway access shall be allowed from Walker Ranch Road or Wood Valley Drive. No garage opening shall be readily visible from Walker Ranch Road or Wood Valley Drive. Garages will be allowed as builder's sales offices prior to permanent occupancy of the main structure.

XXIV.

ROOFS

In all Units of Bluffview of Camino Real and Bluffview Estates, the surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be of slate, stone, concrete tile, clay tile, or tile of a ceramic nature, or architectural series quality composition shingle at least thirty (30) year warranted; or a dull metal standing seam roof.

The Architectural Committee shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding

homes and subdivision as a whole. All roofing must be approved by the Architectural Committee.

XXV.

SETBACK LINES

All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with platted setback lines, and in no event shall any such building or other structure be constructed, placed or maintained within seven and one-half feet (7-1/2') of the side boundary of a lot or within twenty feet (20') of the rear boundary of a lot in Bluffview Estates Unit 1, or twenty-five feet (25') of the rear boundary of a lot in Bluffview Estates Units 2, 2A and 3 and in all Units of Bluffview of Camino Real, except that in respect to cul-de-sac or lots having a curved front lot line with a radius of curvature of less than two hundred feet (200'), such structure may be constructed as near as fifteen feet (15') from the rear of the lot, provided, further, however, that detached garages and temporary structures may be situated as near as five feet (5') to the rear of any lot. Notwithstanding the foregoing, no building or other structure will be permitted on Lots 10 through 16, Block 16, of Bluffview Estates, Unit 3, within seventy-five feet (75') from the rear lot line. Except in Bluffview of Camino Real Unit 1, the rear setback line requirements herein specified may be waived by the Architectural Committee in the event the owner desires to construct a tennis court at the rear of such lot and such tennis court will not, in the opinion of such Committee, detract from the general appearance of the neighborhood, provided further, however, that in no event may such tennis court be situated over a platted drainage or utility easement. The eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant.



XXVI.

LANDSCAPE

No more than twenty percent (20%) in area of the front yard and side area of the lot may be covered by rock or other similar natural material excluding sidewalk and driveway as have been approved by the Architectural Committee.

All landscaping plans shall be submitted to the Architectural Committee prior to work beginning for review in determining their consistency and compatibility with the design and character of adjacent lots.

XXVII.

EXTERIOR COLORS AND MATERIALS

The exterior colors of all improvements on a lot, including any repainting of improvements, must be harmonious with the masonry color of the living unit, not overtly inconsistent with the colors of other nearby living units in the neighborhood, and shall be subject to approval by the Architectural Committee. A sample of the masonry, roofing, paint colors and any additional exterior materials shall be submitted to the Architectural Committee for review prior to its application. Any changes to exterior materials or color shall be submitted to the Architectural Committee for review and approval.

XXVIII.

REQUIRED RESTORATION

In the event of fire or other casualty causing damages to improvements on a lot, the Owner of the lot shall promptly remove all debris and promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition

existing prior to the damage or destruction thereof. Such removal of debris and repair, restoration or replacement shall be commenced within thirty (30) days of the casualty or written notification of default by the Association and shall be completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures, except with the written consent of the Architectural Committee. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or receipt of notification of default of the Association, and thereafter prosecute same diligently to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, or written notification of default from the Association, the Association may commence, complete or effect such repair, restoration, replacement or cleanup, and such Owner shall be personally liable to the Association for the cost of such work and the lot shall be subject to the lien of the Association for such costs; provided, however, that if the Owner is prohibited or delayed by law, regulation or administration or public body or tribunal from commencing such repair, restoration, replacement or cleanup, the right of the Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed.

XXIX.

HAZARDOUS STORAGE AND ACTIVITIES

Except with the express written approval of the Architectural Committee, no butane, propane or other combustible fuel tank or container shall be installed or kept on any lot except for (a) portable, small sized tanks used solely to fuel barbeque units or portable tools, (b) fuel tanks installed in vehicles, boats or equipment, or (c) a reasonable number of portable cans/tanks used to refuel equipment or vehicles. No open fires shall be permitted on any lot except those within a safe, well-designed interior fireplace or those within a contained barbeque unit which is attended while in use for cooking purposes only.

XXX.

FIREARMS, FIREWORKS, PROJECTILES, AND WEAPONS

The discharge of any firearms, including BB guns and pellet guns, or fireworks within the subdivision is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device strictly within the confines of the Owner's lot and not involving the hunting and killing of any animal.

XXXI.

RAIN BARRELS

Rain barrel placement is not permitted between the front or side of the owner's home and an adjoining street unless there is not reasonably sufficient area on the lot in which to install the device. The color of rain barrels must be consistent with the

color scheme of the property owner's home. The Architectural Committee may regulate the size, type, shielding and materials of rain barrels, pursuant to Section 202.007, Texas Property Code.

XXXII.

SOLAR ENERGY DEVICES

Pursuant to Section 202.010, Texas Property Code, no solar device may be installed that threatens the public health and safety or violates a law. Placement of solar devices may not be located on an owner's lot other than on the roof of the home, another structure allowed by the Architectural Committee, in a fenced yard, or patio owned and maintained by the property owner. If solar device is mounted on the roof, it cannot extend higher than or beyond the roof and must conform to the slope of the roof and have a top edge that is parallel to the roof line and have a frame support bracket or visible piping or wiring that is in silver, bronze, or black tone. If solar device is located in a fenced yard or patio, it cannot be taller than the fence. No solar devices may be installed without prior approval of the Architectural Committee.

XXXIII.

VARIANCES

Upon submission of a written request for same, the Board of Directors with recommendation from the Architectural Committee may, from time to time, permit an owner to construct, erect, or install a dwelling or other improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling or other improvement which such variance covers must, in the Committee's sole discretion,

blend effectively with the general integrity of the subdivision or be unharmonious with the natural surroundings. Written requests for variances shall be deemed to be approved if the Committee has not expressly and in writing, disapproved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action or damages arising out of the grant or denial of any variance to an owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any one owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by these Use Restrictions.

The Architectural Committee will only grant a variance that is consistent with city code.

XXIV.

TERM

The foregoing covenants are made and adopted to run with the land and shall be binding upon the undersigned and all parties and persons claiming any right, title or interest in it , unless an instrument approved by sixty-seven percent (67%) of the votes of all lots in the subdivision has been recorded agreeing to change said covenants in whole or in part.

XXXV.

ENFORCEMENT

If any owner or resident of any lot shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for Bluffview of Camino Real Homeowners Association, Inc. (hereinafter called "the Association"), or any person or persons owning real property situated in

the subdivision, controlled by these covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violations.

If a cause of action is filed to enforce any of these covenants, the prevailing party will be entitled to recover from the offending party reasonable attorney's fees and expenses.

In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, or regulations herein referenced or permitted, by any Owner, his family, guests, lessees or licensees shall authorize the Association to avail itself of any one or more of the following remedies:

- (a) The suspension by the Association of rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;
- (b) The right of the Association to enter the lot to cure or abate such violation through self help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy;
- (c) The right to file a notice of violation in the Official Public Records of Real Property of Bexar County, Texas;
- (d) The right to file a lawsuit seeking injunctive or any other relief provided

or allowed by law against such violation and to recover all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs; or

(e) The imposition by the Association of a special charge not to exceed Fifty Dollars (\$50.00) per day per violation.

Except when a temporary restraining order or temporary injunction is sought, before the Association may invoke the remedies as set forth in Sections (d) and (e) above, it shall give written notice of such alleged violation to Owner, and shall afford the Owner an opportunity to request a hearing. If after the hearing, a violation is found to exist, the Association's right to proceed with the special charge and/or suspension of privileges shall be absolute.

All fines, assessments, charges and costs incurred or imposed by the Association due to a violation of these covenants or any rule or regulations of the Board of Directors shall constitute a lien on the lot that is associated with the violation, as well as a personal obligation of the Owner of the lot in question, and all such sums shall also bear interest at the rate of eighteen percent per annum from the date due until paid, said interest to be compounded continuously.

Failure of the Association or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the institution of enforcement proceedings or the filing of suit by the Association.

XXXVI.

PARTIAL INVALIDITY

The invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

XXXVII.

AMENDMENT

At any time the owners entitled to cast sixty-seven percent (67%) of the votes of all lots within the subdivision may amend the restrictions and covenants set forth herein by filing an instrument containing such amendment in the office of the County Clerk of Bexar County, Texas.

XXXVIII.

PRIOR COVENANTS SUPERSEDED

These Amended and Restated Restrictive Covenants are adopted in place of the following restrictions, all of which are hereby superseded, set aside and declared void:

1. Declaration of Restrictive Covenants for Bluffview of Camino Real, Unit 1, filed in Volume 1058, Page 70, Official Public Records of Real Property of Bexar County, Texas;
2. Declaration of Restrictive Covenants for Bluffview of Camino Real, Unit 2, filed in Volume 1491, Page 963, Official Public Records of Real Property of Bexar County, Texas;
3. Declaration of Restrictive Covenants for Bluffview of Camino Real, Unit 2A, filed in Volume 1847, Page 37, Official Public Records of Real Property of Bexar County, Texas;



4. Declaration of Restrictive Covenants for Bluffview of Camino Real, Unit 2B, filed in Volume 1696, Page 425, Official Public Records of Real Property of Bexar County, Texas;

5. Declaration of Restrictive Covenants for Bluffview of Camino Real, Unit 3, filed in Volume 1844, Page 979, Official Public Records of Real Property of Bexar County, Texas

6. Declaration of Restrictive Covenants for Bluffview Estates, Unit 1, filed in Volume 2266, Page 511, Official Public Records of Real Property of Bexar County, Texas;

7. Declaration of Restrictive Covenants for Bluffview Estates, Unit 2, filed in Volume 2845, Page 449, Official Public Records of Real Property of Bexar County, Texas;

8. Declaration of Restrictive Covenants for Bluffview Estates, Unit 2A, filed in Volume 2963, Page 1325, Official Public Records of real Property of Bexar County, Texas; and,

9. Declaration of Restrictive Covenants for Bluffview Estates, Unit 3, filed in Volume 5514, Page 1675, Official Public Records of Real Property of Bexar County, Texas.

XXXIX.

CERTIFICATE OF ADOPTION

By their signatures below the President and Secretary of the Association certify that the foregoing was approved by a vote of sixty-seven percent (67%) of the total votes allocated to members of the Association at a duly-called meeting of members of

the Association.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2014.

BLUFFVIEW OF CAMINO REAL  
HOMEOWNERSASSOCIATION, INC.

By: \_\_\_\_\_  
Donald W. Phillips, Its President

ATTEST:

By: \_\_\_\_\_  
Jane Cardea, Its Secretary

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

Before me, the undersigned notary public, on this day personally appeared Donald W. Phillips, President of Bluffview of Camino Real Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR    §

Before me, the undersigned notary public, on this day personally appeared Jane Cardea, Secretary of Bluffview of Camino Real Homeowners Association, Inc., known to me or proved to me by presentation to me of a governmentally-issued identification card to be who one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Bluffview of Camino Real Homeowners Association, Inc.  
c/o Asset Property Management  
8200 Perrin Beitel, Suite 128  
San Antonio, TX 78218

4114 001/1153493 (rev. 1/29/14)