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IRENE S. MUMFORD
COUNTY CLERK COMAL COUNTY

THE STATE OF TEXAS, X
X
COUNTY OF COMAL, X

BY *Kevin W. Hummel*
KNOW ALL MEN BY THESE PRESENTS: *12 300*

DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
RIADA SUBDIVISION UNIT ONE (1)
COMAL COUNTY, TEXAS

That we, C. W. LOKEY, JR. and wife, AUDRE A. LOKEY,
hereinafter referred to as Developer, are the owners of certain real property
located in Comal County, Texas, and known as RIADA SUBDIVISION UNIT
ONE (1), pursuant to a plat recorded on June 13, 1978, in the Map and Plat
Records of Comal County, Texas, in Volume 5, Pages 242-244.

For the purpose of enhancing and protecting the value, attractive-
ness and desirability of the lots or tracts constituting such subdivision,
Developer hereby declares that all of the real property described above and
each part thereof shall be held, sold, and conveyed only subject to the follow-
ing easements, covenants, conditions, and restrictions, which shall constitute
covenants running with the land and shall be binding on all parties having any
right, title, or interest in the above described property or any part thereof,
their heirs, successors, and assigns, and shall inure to the benefit of each
owner thereof.

ARTICLE I. DEFINITIONS

1. "Association" shall mean and refer to RIADA HOME OWNERS
ASSOCIATION, its successors and assigns.
2. "Common area" shall mean all real property for the common
use and enjoyment of the owners, being the roads and park shown on the plat
of said RIADA SUBDIVISION UNIT ONE (1).
3. "Developer" shall mean C. W. LOKEY, JR. and wife AUDRE
A. LOKEY, their heirs, successors, and assigns provided such successors

or assigns acquire more than one (1) undeveloped lot from Developer for the purpose of development.

4. "Lot" shall mean any plot of land shown on the subdivision plat referred to above containing two (2) acres or more with the exception of the common area.

5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, fencing, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment.

6. "Member" shall mean every person or entity who holds membership in the association.

7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to two (2) acres or more, which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

ARTICLE II. MEMBERSHIP IN
ASSOCIATION; VOTING RIGHTS

1. Every owner of two (2) acres or more shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

2. The association shall have only one (1) class of voting members and all owners shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a given lot, all such persons shall be

members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by a member.

ARTICLE III. ASSESSMENTS

1. Lien and personal obligation of assessments. Developer hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments, and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

2. Purpose of annual assessments. The annual 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 the common areas. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the above as deemed appropriate and necessary by the association and the following:

(a) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased in the discretion of the association.

(b) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.

(c) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

3. First assessment. Between the time of filing this Declaration of Covenants, Conditions, and Restrictions of Riada Subdivision Unit One (1), and December 31, 1978, the assessment will be FIFTY AND NO/100 (\$50.00) DOLLARS for each owner, payable upon delivery of the deed to the owner.

The annual assessment will begin on January 1, 1979, and the association shall fix the annual assessment for each calendar year beginning January 1, 1979, which will not be less than FIFTY AND NO/100 (\$50.00) DOLLARS for each owner.

4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of the members.

5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting,

but less than the requisite majority of members, members who were not present in person, or give their proxy in writing within fourteen (14) days after the date of such meeting.

6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for each owner.

7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all lots conveyed by Developer on the first day of the month following the conveyance of the said lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments to be made payable yearly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by the association, setting forth whether the assessment against a specific lot has been paid, and shall, on or after April 1 of each year, cause to be recorded in the office of the County Clerk of Comal County, Texas, a list of delinquent assessments as of that date.

8. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid by March 15, beginning in 1979, of each year shall be deemed in default and shall bear interest from the due date at the rate of ten (10%) per cent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first

mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become 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.

ARTICLE IV. PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the association, to suspend such rights for a period not exceeding ninety (90) days for any infraction of the published rules and regulations of the association.

2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

3. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the subdivision plat. Within these easements, 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 which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public

authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public utility corporations, their employees and contractors, and shall also be open and accessible to Developer, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

4. No Partition. There shall be no judicial partition of the common area, nor shall Developer, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in conveyance containing two (2) acres or more.

ARTICLE V. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. Said land and premises shall be used solely for single family residential purposes.
2. No more than one (1) single family residence shall be constructed on a two (2) acre tract of land. No existing structure shall be moved on said land and premises without the consent of the Building and Improvement Control Committee hereinafter named, and all improvements erected thereon shall be of a permanent type, character, and construction.
3. No residential structure shall be erected on any lot containing less than 1450 square feet and which square footage shall be calculated from the heated, livable floor space and which shall specifically exclude porches, open breezeways and garages, whether attached or detached.
4. There is herewith created a Building and Improvement Control Committee, hereinafter referred to as the Committee, and is composed of

C. W. LOKEY, JR., AUDRE A. LOKEY, MARCIA WALL, MARY PAYNE,
and EDWIN MCGHEE.

5. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining Committee shall have full authority to designate a successor.

At any time after June 10, 1988, a majority of the lot owners in RIADA SUB-DIVISION UNIT ONE (1), may change the membership of the Committee or may withdraw or restore to the Committee any of the powers and duties.

6. No building or any other improvements shall be erected, placed, moved, or altered on any lot until the construction plans and specifications, and a plan showing the location of the building or any other improvement, have been approved by the Committee as to harmony of external design with any existing building or improvements, and as to location with respect to topography and finish grade elevation.

7. The Committee's approval or disapproval required of these covenants shall be in writing. In the event the Committee or its designated representative fails to approve within twenty-one (21) days, after working drawings and written detailed specifications have been submitted to it, or in any event, if no suit is enjoined, approval will not be required, and the related covenant shall be deemed to have been fully complied with.

8. Livestock, poultry and household pets of all kinds, with the exception that no swine, may be raised, bred or kept on any lot, provided that they are penned or leashed at all times, and provided that they are not raised, bred, kept or maintained for any commercial purposes.

9. No residence or out-buildings shall be constructed within fifty (50) feet of any property line.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or any other waste shall be kept except in sanitary containers. All incinerators or other equipment for the storage of disposal

of such materials shall be kept in a clean and sanitary condition.

11. No sign of any kind shall be displayed to the public view on any lot except one (1) sign of not more than five (5) square feet.
12. 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, mining excavation or shafts be permitted upon or in any lot.
13. Any residence constructed on said premises shall be required to have either a garage or carport.
14. Any lot may be subdivided subject to the approval of the Committee, however, any lot subdivided must contain an area of two (2) acres or more.
15. The exterior walls on all residences shall be of brick, stone, rock, glass, or wood. No asbestos siding in its present form can be used on the exterior walls.
16. The use of asphalt rolled roofing of any type, wood shingles, asphalt shingles, corrugated metal roofing, and any other combustible materials are prohibited on any dwelling erected in this subdivision.
17. No noxious, dangerous, or offensive activity shall be carried on upon any lot, or shall anything be done thereon which may be or may become an annoyance or a nuisance to the owners in this subdivision.
18. No commercial vehicle with more than four (4) wheels shall be parked in this subdivision excepting temporary parking of moving and storage trucks and vehicles necessary for construction of improvements on said subdivision, and no livestock trailers, house trailers, or "campers" or recreational vehicles may be parked on any lots or in the streets of this subdivision permanently, unless entirely confined within an enclosed garage.
19. No building or improvement of a temporary character, trailer, basement, tent, garage, barn or other out-buildings may be used on any lot

in excess of one (1) year.

20. All lots with residences constructed upon them shall be maintained in a neat, tidy, and trim condition at all times.

21. No business requiring any traffic of any kind shall be conducted on any lot, with the exception of the business of Developer and the transferees of Developer in developing and sale of all of the lots.

ARTICLE VI. OWNERS' OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VII. OWNERS' OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to clear the lot, rebuild, repair, or reconstruct such residence or structure in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction or clearance shall be undertaken within three (3) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE VIII. GENERAL PROVISIONS

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


2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other

provisions, which shall remain in full force and effect.

- 3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-fourths (3/4ths) of the members of the association.
- 4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.
- 5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of twenty-five (25) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least three-fourths (3/4ths) of the subdivision lots.

EXECUTED this the 16th day of JUNE A.D., 1978.



 C. W. LOKLEY, JR. Developer


 AUDRE A. LOKLEY, Developer

THE STATE OF TEXAS, X
 COUNTY OF COMAL, X

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared C. W. LOKEY, JR. and wife, AUDRE A. LOKEY, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 16th day of JUNE, A. D., 1978.


 NOTARY PUBLIC in and for
 COMAL COUNTY, TEXAS.

My Commission Expires on:

August 31, 1978.