

CC&Rs
Pecan Crossing Owners Association, Inc.

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR PECAN CROSSING, UNIT 1**

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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Pecan Crossing is made on the date hereinafter set forth by SEDCOR, Ltd., a Texas limited partnership ("Declarant"), for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, the below named Declarant is owner of +/- 65 acres of the below described 74.25 acre real property commonly known as Pecan Crossing, Guadalupe County, Texas (hereinafter called the "Subdivision"), to wit:

85.25 acres out of the William H. Pate Survey 22, Abstract 259, Guadalupe County, Texas, together with all rights, privileges and appurtenances pertaining thereto; SAVE AND EXCEPT an 11.00 acre commercially zoned tract of land out of said 85.25 acres, all as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, Declarant has created a residential community with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots within the Subdivision, and desires to create and carry out a uniform plan for the improvement, development and sale of the Lots;

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in said community and provided for the maintenance of said Common Facilities, and to this end desires to subject the above-described real property as developed, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, to provide for a common scheme and plan of development for the Subdivision and to be binding upon and inure to the benefit of the present and future owners thereof; and

WHEREAS, Declarant desires Unit 1 of the Subdivision (comprised of 24.292 acres and seventy-seven (77) single family Lots as more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes, and hereafter "Pecan Crossing Unit One") be annexed by Pecan Crossing Owners Association, a Texas non-profit corporation (the "Association") for the purposes of exercising the functions aforesaid as to Pecan Crossing and such other real property as may be annexed by the Association and become subject to the jurisdiction of said Association, with the duty to maintain and administer the Common Facilities of the Association and the Subdivision, if any, and the power to

administer and enforce the covenants and restrictions and assess, collect and disburse assessments and charges hereinafter created;

NOW, THEREFORE, Declarant declares that Pecan Crossing, Unit 1 is and shall be hence forth, held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth (the "Restrictive Covenants"), all of which shall run with the land, and shall hereafter be annexed into and subject to the jurisdiction and assessments of Pecan Crossing Owners Association, to wit:

ARTICLE I. PURPOSE AND DEFINITIONS

Section 1. **PURPOSE.** Unit 1 of the Subdivision is encumbered by these Restrictive Covenants for the following reasons: to protect Lot owners against improper use of surrounding Lots; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to enhance the value of investment made by Owners of Lots (as hereinafter defined).

Section 2. **DEFINITIONS.** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

A. "**Association**" shall mean and refer to Pecan Crossing Owners Association, Inc., a Texas non-profit corporation, its successors and assigns as provided for herein.

B. "**Properties**" shall mean and refer to the above described properties known as Pecan Crossing and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

C. "**Lot**" shall mean and refer to each of the separately numbered plots of land as shown on each Subdivision Plat save and except the Common Area and Common Facilities.

D. "**Subdivision Plat**" shall mean and refer to the map or plat of Pecan Crossing Unit 1 filed for record in Volume 7, Pages 591-592, of the Map and Plat Records of Guadalupe County, Texas and any amendment thereof upon filing of same for record in the Map and Plat Records of Guadalupe County, Texas.

E. "**Living Unit**" shall mean and refer to a single family residence and its attached or detached garage situated on a Lot.

F. "**Single Family**" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated house mates equal to the number of bedrooms in a living unit.

G. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

H. "**Declarant**" shall mean and refer to SEDCOR, Ltd., its successors or assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

I. "**Committee**" and "Architectural Review Committee" or "ARC" shall mean and refer to the committee created hereinafter, subject to the provisions herein, by Declarant.

J. "**Common Area**" and "**Common Facilities**" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. Common Facilities shall include all, if any, the park and park facilities, drainage facilities (including improved drainage channels and detention on Lot 1, Block 3), detention ponds, esplanade and right-of-way landscaping along County Line Rd and Pecan Crossing and Pecan Bluff, perimeter fence along Pecan Crossing, Pecan Bluff and County Line Rd. adjacent to the main entrance, walls, entry island and Declarant installed improvements therein, monuments and signs, such other areas or improvements, including those lying within indicated public land, easements or rights-of-way, as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners. Common Area shall be conveyed to the Association free of lien and shall be maintained by the Association, but Declarant shall have the right to retain the power to maintain or repair Common Area at the expense of the Association in the event the Association fails to do so. Common Area and Common Facilities shall included, but not be limited to the items shown on **Exhibit "E"**. The Association shall maintain the areas in the City rights of way where an irrigation system has been installed.

K. "**Member**" shall mean and refer to all those Owners who are members of the Association as provided herein.

L. "**Builder Member**" shall mean such builders approved by Declarant for construction within the Subdivision and who own one or more Lots for construction of a residence and resale to others.

M. "**Board of Directors**" and "Board" shall mean and refer to the Board of Directors of Pecan Crossing Owners Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

N. "**Declaration**" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Unit 1 of Pecan Crossing and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

O. "**City**" shall mean and refer to the City of New Braunfels, Texas.

P. "**Southbank Agreement**" shall mean the Agreement with Southbank Owner's Association, Inc., dated June 4, 2007, as amended regarding additional requirements for the property development and attached hereto as **Exhibit "D"**.

Q. "**Pecan Crossing Zoning Ordinance**" shall mean the Zoning Ordinance #2007-65 (Supplement #7) and enacted on July 23, 2007 and passed by the City of New Braunfels, as hereafter amended regarding additional property development requirements and attached hereto as **Exhibit "C"**.

ARTICLE II. CONSTRUCTION REQUIREMENTS

Section 1. **PLACEMENT OF STRUCTURES AND SETBACKS.** The Subdivision Plat provides for some of the setbacks applicable to the Lots. To the extent, if any, that the setbacks herein

stated are different than those shown on the Subdivision Plat, the greater setback shall apply, absent written waiver or variance by the ARC.

The following setbacks (including any setbacks required by the Southbank Agreement, the Pecan Crossing Zoning Ordinance and the City of New Braunfels Zoning Ordinance) shall apply to all ZH-A zoned lots:

Front building setback – A minimum front yard of 10 feet shall be provided to the front of the house. If front entry garages/carports are provided, a minimum front yard of 20 feet shall be provided to the garage/carport.

Side building setback – There shall be no side building setback required on one side of the lot and minimum of 10 feet in the opposite side yard. If the side of the lot abuts any other residential zoning district, that side building setback shall have a minimum depth of 10 feet. The dwelling on the “no side building setback required” side may be off-set from the property line by no more than one foot.

Corner lots – Buildings on corner lots shall provide a minimum exterior side building setback of ten feet. If entry to a garage/carport is provided on the exterior side a minimum yard of 20 feet shall be provided to the garage/carport.

Rear building setbacks – If rear entry garages/carports are provided from an alley, the rear building setback shall have a minimum depth of 20 feet. If no alley is provided and garage/carport entries are from the front, the rear building setback shall have a minimum depth of 10 feet. If the rear of the lots abut any other residential zoning district, the rear building setback shall have a minimum depth of 20 feet.

The following setbacks (including any setbacks required by the Southbank Agreement, the Pecan Crossing Zoning Ordinance and the City of New Braunfels Zoning Ordinance) shall apply to all R-1A-6.6 zoned lots:

Front building setback – 25 feet.

Side building setback – There shall be a side building setback on each side of a building not less than five feet in width. Buildings on corner lots shall have 15-foot side building setbacks adjacent to the street where the rear lot lines of the corner lots coincide with the rear lot lines of the adjacent lots. Buildings on corner lots shall have 25-foot side building setbacks adjacent to the street where the rear lines of the corner lots coincide with the side lot lines of the adjacent lots.

Garage setback – Where a driveway is located in front of a garage, the garage shall be setback 20 feet from the right-of-way or the driveway to the garage shall be at least 20 feet long to provide enough space for a vehicle to park without overhanging into the right-of-way, if the garage door is closed.

Rear building setback – 20 feet.

The rear setback for homes adjacent to the lots on Windsor Place shall be a minimum of twenty-five feet from the Southbank property line.

For good cause shown or to avoid a hardship to an Owner, the ARC may grant variances to the setback requirements on a Lot but Owners are required to obtain a variance from the City of New Braunfels and the Southbank Owners Association and the Pecan Crossing Zoning Ordinance, if applicable

as to any deviation from a variance of the City's setback requirements. Such requests for variance are filed with the City Planning Department.

Eaves of buildings and box windows shall not be deemed to be a part of a building or structure provided they project two feet or less, for the purpose of these covenants and setback requirements. In no event may any structure be constructed or maintained upon any utility or other easement or, absent written variances, encroach upon any setback established hereunder or by the City of New Braunfels.

Section 2. **BUILDING SIZE.** The minimum building size for a main building on an **R-1A-6.6** (single family) lot shall be 1,600 contiguous square feet of living area exclusive of open or screened porches, terraces, patios, driveways, carports, **and** garages. The minimum building size for a **ZH-A** (zero lot line) main building shall be 1,200 contiguous square feet of living area exclusive of open or screened porches, terraces, patios, driveways, carports, **and** garages.

Section 3. **EXTERIOR MATERIALS AND COLOR.** Exterior materials used on all Lots shall be restricted to types and colors approved by the ARC. For one family and zero lot line homes, the masonry requirement shall be the lesser of three sides masonry on the first floor or 70% of the surface of the exterior wall area (excluding gables, windows and door openings). Masonry shall include stucco, brick, brick veneer, ceramic tile, clay,, masonry veneer, stone and all other material commonly referred to in Guadalupe and Comal Counties as masonry, but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance. Elevation drawings for each residence must be submitted and approved in writing by the ARC.

In determining compliance with the foregoing required percentages, window and door openings shall be excluded.

Notwithstanding the foregoing, the ARC is empowered to waive or vary one or more of the foregoing exterior materials requirements if, in its sole discretion, it determines such waiver or variance 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.

Section 4. **ROOFS.** Roofing shall be either slate, tile, metal or composition shingles of twenty year or greater warranty, as approved by the ARC.

All roofs shall have a pitch of 4:12 or greater on single story homes and 4:12 or greater on two story homes.

Section 5. **FIREPLACES.** All fireplace flues and smoke stacks shall be enclosed and concealed from public view in finished chimneys of materials architecturally compatible with the finish material of the front exterior wall of the dwelling or otherwise approved by the ARC.

Section 6. **FENCES.** All fences and walls on a Lot shall be (i) all wood six feet (6') tall, with notched, vertical planks, without gaps between planks; (ii) stone; (iii) brick,(iv) metal provided that wood fences may have stone or brick columns and in conformance with the Southbank Agreement and/or the Pecan Crossing Zoning Ordinance.. No wood fencing shall be painted, but fences may be stained and sealed with ARC approval. All wood fences along the street side of corner Lots shall have the smooth side facing the street and framing facing the interior of the Lot. All fences facing County Line Road,

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Pecan Crossing and Pecan Bluff shall be cedar and have the finished side facing the road and be stained Behr Solid Color Redwood Natural tone or as otherwise approved by the ARC.

A rear fence shall be installed along all rear Lot line(s), and side fences installed from the rear line to a point not nearer the rear line than the rear line of the residence, prior to the sale of a Lot improved by a residence and prior to the occupancy of a residence, except that on Lots containing platted drainage easements improved with a channel the rear boundary fence shall not be permitted to bridge but may not impede the drainage channel.

The ARC is empowered to waive the composition requirements for fences and the height and setback limitations imposed by this Declaration if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, or to address special needs of Lots traversed by drainage channels, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence or wall shall be built or maintained forward of the front building 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 unless otherwise approved in writing by the ARC. All fences or walls located on Lots are to be maintained at the Lot Owner's expense, in good repair and condition, with the exception of the perimeter fence along Pecan Bluff, Pecan Crossing and County Line Road adjacent to the main entrance, which will be maintained by the Association.

Section 7. **DRIVEWAYS.** Driveways on each Lot, and any optional sidewalks, must be constructed of broom-finish concrete, stamped concrete, or brick pavers. All other materials and finishes are prohibited. Location, design and any decorative surface must be approved by the ARC. The driveway turnout shall be constructed in such a manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval by the ARC. Asphalt and gravel driveways and sidewalks are specifically prohibited. The Declarant shall determine the material used for any walking or jogging trails.

Section 8. **SIDEWALKS.** At such time as a residence is constructed on a Lot, the Owner of such Lot shall construct a sidewalk of broom-finish concrete proximate and parallel to each adjacent street in conformity with all applicable ordinances of the City of New Braunfels. Corner Lots shall have the required sidewalks along both the front of the Lot and the side of the Lot adjacent to a street, with appropriate handicap access according to requirements of the City of New Braunfels or as otherwise approved by the City of New Braunfels. Sidewalks are not required on some portions of Pecan Bluff and Pecan Crossing.

Section 9. **GARAGES.** Every Living Unit shall have and maintain as such a garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports and one (1) car garages are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the ARC.

Section 10. **OUTBUILDINGS.** Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the ARC. In no instance shall an outbuilding exceed one (1) story in height

other than a detached garage, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

Section 11. **LANDSCAPING.** No Lot improved with a residence will be conveyed without the minimum landscaping requirements set forth in this Section 11. Front yards on all Lots must be fully covered (sodded) with grass or other ground cover from the front face of the residence, extended to the side Lot lines, to the front street exclusive of any landscaped areas, or areas covered by sidewalks or driveway. Each Lot will have a shrub/flower bed adjacent to the residence in the front with not fewer than twelve, one-gallon native shrubs. The front yard area of each Lot will have a least two (2) native trees which are six feet (6') or more in height and have a trunk size of two inches (2") or greater in diameter. Trees shall be of the following types: live oak, burr oak, cedar elm, ash, pecan, or other type approved in writing by the ARC. The ARC shall have the right to approve any landscape plan submitted by the Owner. Xeriscape plans are encouraged.

The ARC shall have the right to approve alternative types of permissible trees. Decorative ground cover rock in the front yards may not exceed ten (10%) percent of the total area of the front yards. Cuts into natural grade visible from the street are to be faced with masonry, timbers, sodding or landscaping. Allowances may be made for areas left in their natural state depending upon their appearance.

ARTICLE III. USE REQUIREMENTS

Section 1. **RESIDENTIAL ONLY USE.** All Lots in Unit 1 of the Subdivision shall be used for residential purposes. No residential building shall remain incomplete for more than six (6) months after construction has commenced, except due to Acts of God. Temporary use may be made of a house for a builder's sales office, which shall be permitted until such house is occupied as a residence, provided such use is approved in writing by Declarant.

The term "residential purposes" as used herein shall be held and construed to exclude any commercial use, industrial use, apartment house, hospital, or clinic and such excluded uses are hereby expressly prohibited. Business use will be permitted providing that the use conforms to zoning regulations, is not detectable by sight, sound or smell, and does not increase or obstruct vehicular or pedestrian traffic. Permanent living quarters for domestic servants and allowing domestic servants to be domiciled with an Owner or resident shall be permitted.

Section 2. **OUTBUILDING.** Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition and shall comply with all regulations of the City. All such outbuildings shall be subject to approval of the ARC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

Section 3. **TEMPORARY STRUCTURES.** No structure of a temporary character (sales structure, trailer, tent, shack), nor any garage or outbuilding, shall be used on any Lot at any time as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot, provided that the Architectural Control Committee shall have the right to permit each approved builder to maintain one construction trailer and one sales trailer with the Subdivision, at locations approved by the ARC. A

builder's sales trailer will be removed when the builder's model home is opened. All structures of a temporary character must be approved by the Architectural Control Committee.

Section 4. **SIGNS.** No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale. Signs used by the Declarant or original home builder to advertise the property during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. For rent, for lease, distressed, foreclosures and bankruptcy references are specifically prohibited. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than 90 days in advance of the election to which they pertain and are removed within 15 days after the election. The ARC shall have control over all verbiage on all signs. Except for signs advertising a Lot for sale and adhering to the standards of this Section 4, all signs within the Properties shall be subject to the prior written approval of the ARC.

Section 5. **MAINTENANCE OF YARDS.** All yards and lawns shall be kept neat and well maintained and all grass, weeds, and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from each Lot and replacements of equal quality or value promptly installed. Lawns must be properly maintained (not to exceed six inches [6"] in height) and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to public view. Building materials shall not be stored on any Lot, and any excess materials not needed for construction and any building refuse shall be removed from each Lot.

Lot Owners or occupants shall also be required to provide and allow safe and adequate drainage within their Lot. This includes the building or construction of any fence, walk, landscaping material, or other construction which may divert, impede, or cause to back up run-off water coming not only from their respective Lot but from other Lots.

Until a home or residence is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand. Declarant may assign its reserved rights under this Section 5 to the Association.

Section 6. **SIGHT LINES ON CORNER LOTS.** No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above roadways 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 25 feet 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 10 feet from the intersection of street property lines with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Section 7. **VEHICLES.** No trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck larger than a one ton pick-up, or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any street or on any portion of the front yard area of a Lot nor shall be kept, parked, stored or maintained on other portions of the Lot, unless in an enclosed structure or in a

permitted screened area which prevents the view thereof from any Lots or dwelling and streets, except in the alley and approved in writing by the ARC. Intermittent overnight parking of a trailer, motor home, tent, boat, recreational vehicle or travel trailer for a period of time not to exceed twenty-four (24) consecutive hours will be permitted. No dismantling or assembling of an auto, trailer, any truck or any other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. The ARC, as designated in this Declaration, shall have the absolute authority to determine from time to time whether a vehicle and/or accessory is operable and adequately screened from public view. Upon an adverse determination by said ARC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph.

No vehicles, trailers, implements or apparatus may be driven or parked on any easement.

All matters set forth in this Section requiring approval shall require the express, advance, written approval of the ARC.

Section 8. **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.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the approval of the ARC.) All exterior lighting must be approved in writing by the ARC prior to installation.

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.

Section 9. **GARBAGE AND REFUSE DISPOSAL.** Except as otherwise expressly provided in this Section, no trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse 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 cans, bags, containers, and 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.

Section 10. **ANIMALS.** No animals, livestock, poultry, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community 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, or maintained for any commercial purposes and provided further that no more than a total of four (4) adult animals may be kept on a single Lot. Adult animals for the purpose of these covenants shall mean and refer to animals one (1) year or older.

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 Pecan Crossing Owners Association. 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.

Section 11. **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 Lots above the surface of the ground.

Section 12. **WATER AND SEWAGE SYSTEMS.** No individual water supply or sewage system shall be permitted on any Lot, including, but not limited to water wells unless approved by the ARC.

Section 13. **MICROWAVE, RADIO, TV ANTENNA, AND SOLAR COLLECTORS.** No microwave dishes, radio or television aerial wires or antennae, communication tower or antenna, or related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot except with the prior written approval of the Architectural Control Committee which shall have the authority to disapprove the installation of same. With the prior written consent of the Architectural Control Committee, a satellite disc or dish may be placed on a Lot where not visible from a street or Common Area and where such location does not adversely affect the view from an adjacent Lot.

Section 14. **CLOTHES HANGING DEVICES.** Clothes hanging devices exterior to a dwelling shall not exceed six (6) feet in height and shall be confined to rear yards where not visible from a street adjacent to the Lot on which it is situated.

Section 15. **LOT CONSOLIDATION.** Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ARC and City of New Braunfels, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than the square feet of land required for the applicable zoning classification and that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated and each such building site shall meet, all lawful requirements of any applicable statute, ordinance or regulation.

ARTICLE IV. SUBDIVISION EASEMENTS

Section 1. **UTILITY EASEMENTS AND ACCESS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded 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 in the case of drainage easements, which may change or impede the direction of flow of water through drainage channels in such easements. The easement area of each Lot, 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.

There is hereby created a right of ingress and egress across, over, and under the Properties for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, cable TV, electricity, gas, and appurtenances thereto.

Section 2. **DRAINAGE EASEMENTS.** Easements for drainage throughout Unit 1 of the Subdivision are reserved as shown on the Subdivision Plat. 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 or resident of a Living Unit 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 ARC;
- (3) Construct, erect or install a fence or other structure of any type or nature that impedes the easement (e.g. Drainage) within or upon such drainage easements;
- (4) permit storage, either temporary or permanent, of any type upon or within such drainage easements; or
- (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 original grading plan is maintained by Declarant at its offices. Declarant shall have the right to amend the grading plan from time to time. By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the current grading plan and that the drainage of such Lot is maintained in accordance with the grading plan.

The failure of any Owner to comply with the provisions of this Section shall in no event be deemed or construed to impose liability of any nature on the ARC and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Section shall in no way affect any other recorded easement in the Subdivision.

Section 3. **RIGHT OF ENTRY TO MAINTAIN.** In the event that any Owner fails to maintain his Lot as required herein or in the event of emergency, the Declarant and/or the Association shall have the right, but not the obligation, to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Lot and each such Owner shall be obligated to reimburse Declarant and/or the Association on demand for the cost of such maintenance or repair. Entry upon the Lot as provided herein shall not be deemed a trespass, and neither Declarant, the Association, or their agents shall be liable for any damage so created unless such damage is caused by willful misconduct or gross negligence.

Section 4. **FENCE, WALL, LANDSCAPING, MAINTENANCE, ACCESS AND NON-ACCESS EASEMENTS AND ENTRY ISLAND.** Declarant hereby reserves unto itself, the Association, and their respective assigns in writing Lot 1, Block 3 (detention pond), Lot 23, Block 1 (entry sign area) and lot 23, Block 12, a fence and landscaping easement at the top of the intersection of

Pecan Crossing and Pecan Bluff as shown on Exhibit "E" and a greenbelt along the area adjacent to the main entrance to the subdivision on County Line Road inclusive, for the purposes of construction, maintenance, repair, reconstruction, cleaning and/or maintenance of a wood and masonry column fence, irrigation and landscaping.

Within said five-foot easement, Declarant, the Association, and their respective assigns in writing, shall have the right to install and maintain such landscaping and plants as they may determine and shall have the right to erect install and maintain such project features and signage as they may determine. The easement owners shall have a general right of access upon such Lots subject to such easement for the purpose of such initial construction and thereafter to exercise the maintenance and other powers reserved unto them under the easement hereby established. Any fence constructed by Declarant pursuant to the rights herein retained, and any landscaping and irrigation system installed within such easement area, shall be deemed transferred to the Association following completion of such installation and the Association shall thereafter maintain said fence at all times in good condition its original condition, with materials matching its original construction, and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, mars, and markings thereon. In the event the Association shall ever fail to promptly make any needed repair, maintenance or cleaning to the fence, or shall fail to properly and neatly maintain the vegetation and landscaping between the fence and right of way, Declarant, its successors and assigns, shall have the right of entry onto said Lots and right to perform such functions at the expense of the Association. The Association shall maintain the stain on the finished side of the fences facing County Line road, Pecan Crossing and Pecan Bluff.

The Association shall likewise be required to maintain the landscaping and irrigation system within said five-foot easement area, trimming all trees as needed, mowing to maintain a neat appearance, and ensuring the removal and replacement of all dead or dying vegetation and that the irrigation system is at all times in good working order.

Declarant shall install improvements, including an entry monument, signage and lighting within the Subdivision entry and the Association shall at all times maintain the same in a like new and attractive condition and make all repairs and maintenance thereto as needed to ensure the lighting is functional and the attractiveness of such improvements. Declarant shall have a right of entry to perform such repairs and maintenance at the cost of the Association should the Association fail to do so.

ARTICLE V. ARCHITECTURAL REVIEW COMMITTEE

Section 1. CREATION. There is hereby created an Architectural Review Committee, initially composed solely of Anthony W. Eugenio, to serve until successor(s) are named. A majority of Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to remove or add members to the Committee and fill vacancies in the committee membership and Declarant may assign such rights to the Association. The sale of the last Lot owned by Declarant within the Properties shall be deemed to be an assignment to the Association of Declarant's powers with respect to ARC membership. Committee members shall not be entitled to compensation for their services rendered in such capacity.

Section 2. REQUIRED COMMITTEE APPROVAL. No building, fence, wall, outbuilding or other structure or improvement shall be erected, altered, added onto, placed or repaired on any Lot in the Subdivision until the complete plans including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ARC for the performance of its function ("Required Plans"), are submitted and approved in writing by the Architectural Review Committee as to the conformity and harmony of exterior design with existing

structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications.

Section 3. **SUBMISSION REQUIREMENTS.** Within thirty (30) days after the Owner has submitted to the Committee the Required Plans and written notice that the Owner desires to obtain ARC approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written variance.

Section 4. **COMMITTEE POWERS.** 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 interpretation. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. Members of said Committee and their representatives 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. The Committee's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the aesthetics or the proposed improvements and the Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction. The Committee shall have the right, but not the obligation, to disapprove plans where the proposed exterior elevations are substantially the same or similar to one or more residences on adjoining or nearby Lots.

The Architectural Review Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ARC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. The ARC may condition any grant of variance upon the Owner's first obtaining any required variance from the City of

New Braunfels or may require that such government variance be obtained prior to grant of variance by the ARC. However, the ARC shall not be bound to grant a variance merely because an Owner has obtained the same variance from the City of New Braunfels. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant of any variance to an Owner. No individual member of the ARC shall have any personal liability to any Owner or any other person for the acts or omissions of the ARC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Review Committee with respect to variances shall be final and binding upon the applicant.

Section 5. **COMMITTEE DECISIONS FINAL.** All decisions of the Committee shall be final and binding, and there shall not be revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, or Declarant may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor provided that each such offending party shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, the Architectural Review Committee, nor any member of such Committee shall be liable in damages, attorney's fees, costs, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by any action or inaction of the Committee by reason of mistake of judgment, negligence or nonfeasance in connection with the approval, deemed approval, or disapproval of plans or requests for variance.

Section 6. **DURATION AND TURNOVER.** The Architectural Review Committee shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof. At such time as all Lots subject to assessment by the Association has been improved with a residence, or such earlier time as all members of the Committee have resigned, the Board of Directors shall succeed to Declarant's powers of appointment and removal of Committee members and shall thereafter have the right and obligation to appoint the members of the Committee.

ARTICLE VI. PECAN CROSSING OWNERS ASSOCIATION

Section 1. **MEMBERSHIP IN THE ASSOCIATION.** Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

Section 2. **VOTING RIGHTS.** The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article VI, Section 1, with the exception of Declarant. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article VI, Section I. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B Members shall be Declarant and Builder Members designated by Declarant. The Class B Members shall be entitled to three votes for each Lot in which they hold the interest required by Article VI, Section 1, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in Class A membership equal three times the total votes outstanding in the Class B membership; or
- (b) January 1, 2020.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

All voting rights of an Owner may be suspended by the Board of Directors during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to the terms hereof or is otherwise in default hereunder or under the Bylaws or Rules and Regulations of the Association.

Section 3. **COVENANTS FOR MAINTENANCE ASSESSMENTS.** Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

Section 4. **USE OF ASSESSMENTS.** The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the members.

Section 5. **ANNUAL ASSESSMENTS.** The annual assessments for both Improved and Unimproved Lots (as herein defined) shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The annual assessments for Unimproved Lots shall be one-fourth (1/4) the annual assessment for Improved Lots. A Lot shall be deemed to be an "Improved Lot" when construction of a Living Unit thereon is completed, and a closing of a sale thereof has taken place, or when a Living Unit on the Lot has been occupied as a residence, whichever first occurs. All other Lots shall be "Unimproved Lots". **Until January 1, 2011, the annual assessment for Improved Lots shall not exceed \$120.00. From and after January 1, 2011, the maximum annual assessment which may be imposed by the Board of Directors, without membership vote, shall be an amount equal to ten percent (10%) above the prior year's annual assessment.**

Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of a previous

year without vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of the previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

Section 6. **SPECIAL ASSESSMENTS.** In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on Improved Lots only, 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 or which is a part of the Common Facilities, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Improved Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Improved Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 7. **QUORUM.** The quorum required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than thirty (30) days in advance of the meeting. At the first meeting called as provided above, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. **COMMENCEMENT OF ASSESSMENTS.** The annual assessments provided for herein shall commence on the first day of the month following the first Lot conveyance by Declarant, or such earlier date as the Board of Directors shall direct. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve. When a Lot becomes an Improved Lot, there shall be payable as of the first day of the month following the month when it becomes an Improved Lot a sum equal to the difference between the annual assessment for Unimproved Lots and the annual assessment for Improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

Section 9. **NOTICE OF ASSESSMENTS.** In December of each year, beginning December, 2008, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there in stated to have been paid.

Section 10. **EFFECT OF NON-PAYMENT OF ASSESSMENTS: THE LIEN; REMEDIES OF THE ASSOCIATION.** Any assessment not paid within thirty (30) days after the due

date shall bear interest from the due date at a rate of twelve (12) percent per annum. Upon written notice to an Owner, and the expiration of thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and to foreclose the Association's lien against the Owner's Lot. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, the power of sale in connection with said lien. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of any Common Area or the non-existence of any Common Area.

Section 11. **COLLECTION COSTS AND OTHER SUMS DUE.** In addition to the foregoing charges for delinquent accounts, each Owner shall be obligated to pay to the association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may establish, all of which shall also be subject to the liens of the Association. Costs of collection shall include a reasonable fee for the preparation and /or release of any recorded lien affidavit. All such costs and charges due the Association by an Owner, and any other sum which may become due to the Association by an Owner pursuant to the terms of this Declaration, shall be secured by a lien on such Owner's Lot.

Section 12. **SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein, and all other liens provided for Declarant or the Association herein, shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 13. **EXEMPT PROPERTY.** The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

Section 14. **MAINTENANCE FUND.** The Board, for the benefit of the Owners, shall establish and maintain a maintenance fund into which shall be deposited the annual assessments collected from Owners and which maintenance fund shall be used, without limitation, for the payment of the following:

A. Taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.

B. Care and preservation of the Common Maintenance Area.

C. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board of Directors, (provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party) and the services of such other personnel as the Board of Directors or the manager may determine.

D. Legal and accounting services.

E. A policy or policies of insurance insuring the Association, its Directors, and Officers against any liability to the public or to the Owners (and/or invites or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors.

F. Workers compensation insurance to the extent necessary to comply with any applicable laws.

G. Such fidelity bonds as may be required by the Bylaws or as the Board of Directors may determine to be advisable.

H. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against an individual Owner) which the Board of Directors is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

I. Perpetual maintenance and enhancement of all Common Facilities including landscaping, lights, and irrigation of Common Facilities.

Section 15. **POWERS AND DUTIES OF BOARD.** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

A. To execute all declarations of ownership for tax assessment purposes and with regard to the Common Areas, if any, on behalf of all Owners.

B. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board see fit.

C. To enter into contracts, maintain one or more bank accounts, and generally to have all the power necessary or incidental to the operation and management of the Association.

D. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.

E. To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time; provided that, any rule or regulation may be amended or repealed by an instrument signed by a majority of the Owners, or with respect to a rule applicable to less than all of the Common Areas, by the Owners in the portions affected.

F. To make available for inspection by Owners within sixty (60) days after the end of each year an annual report and to make all books and records of the Association available for inspection by Owners at reasonable times and intervals.

G. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.

H. To enforce the provisions of any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

I. To collect all assessments and enforce all penalties for non-payment including the filing of liens and institution of legal proceedings.

J. The Board shall have the exclusive right to contract for all goods, services and insurance, payment of which is to be made from the maintenance fund and the exclusive right and obligation to perform the functions of the Board except as otherwise provided herein.

K. The Board, on behalf of the Association, shall have full power and authority to contact with any Owner or other person or entity for the performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Association

ARTICLE VII. MISCELLANEOUS

Section 1. **AMENDMENT.** This Declaration shall remain in force and effect until January 1, 2020, at which time, and each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten years unless two-thirds (2/3rds) of the Owners of Lots shall file a written agreement to abandon same. This Declaration may be amended by written instrument executed by the Owners of two-thirds (2/3rds) or more of the Lots, provided that no amendment prior to January 1, 2010, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Guadalupe County, Texas. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein.

Section 2. **FHA/VA APPROVAL.** Absent Declarant's written waiver, then for so long as the Declarant, its successors and assigns, have a controlling vote of the Association, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: (a) annexation of property other than within the area described in Article VII, Section 4 hereof; (b) dedication of Common Area; and (c) amendment of this Declaration other than pursuant to Article VII, Section 1 hereof.

Section 3. **COMMON AREAS.** All Common Area, if any, within the Properties shall be conveyed to the Association free of lien prior to the conveyance of the first Lot by the Declarant. The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Area. The Association shall not convey or mortgage any Common Area without the consent of two-thirds (2/3rds) or more of the Lot Owners.

Section 4. **ANNEXATION AREA.** Additional properties lying with the approximately 74.25 acre tract described on Exhibit "A" attached hereto may be annexed to the jurisdiction of the Association by Declarant through the execution and filing of a Declaration of Restrictive Covenants or other instrument which shall extend the general scheme of the covenants and restrictions of this Declaration to such property and which shall reflect the consent of the Declarant to such annexation. Said Declaration may contain such modifications as are necessary to reflect the different character of the added properties. Declarant shall have no duty to annex the property described on Exhibit "A" nor to develop it for any particular purpose.

Section 5. **ENFORCEMENT.** If the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney's fees. The Architectural Review Committee, Association, and/or Declarant shall not be charged with any affirmative duty to police, control or enforce the terms of this Declaration and these duties shall be born by and be the responsibility of Lot Owners.

Section 6. **GOVERNMENTAL REQUIREMENTS: ALL OWNERS.** All Owners are at all times required to conform their construction and use of Lots to all applicable government regulations, including all zoning ordinances and including all applicable regulations promulgated by the Texas Commission on Environmental Quality ("TCEQ"). Owners are advised to ascertain all such requirements and prohibitions with respect to Lots and, by acceptance of a deed to a Lot, agree to abide by the same. No statement herein, nor action by the Declarant, Committee, or Association shall act to relieve an Owner from such duty of compliance.

Section 7. **ADDITIONAL OBLIGATIONS OF BUILDERS AND CONTRACTORS.** By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of related to each Lot, The foregoing references are made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Builder Members and contractors comply with all governmental regulations, and any plan required by such regulations such as a Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES (or successor entity) permit prior to the start of construction. Each Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

Section 8. **REMEDIES OF DECLARANT AND THE ASSOCIATION.** By acceptance of a deed to a Lot, each Builder Member and Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner or Builder Member has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner

or Builder Member with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

Section 9. **LIEN SECURING DECLARANT.** All sums becoming due to Declarant by an Owner pursuant to the terms of this Declaration shall be secured by a lien in favor of Declarant on such Owner's Lot. In accordance with Article VI, Section 12, such lien shall be subordinate to the lien of any mortgage hereafter placed upon the Lots.

Section 10. **GOVERNING LAW.** THIS INSTRUMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN GUADALUPE COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OF PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN GUADALUPE COUNTY, TEXAS.

Section 11. **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible or more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

Section 12. **OMISSIONS.** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 13. **GENDER AND GRAMMAR.** The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

Section 14. **HEADINGS.** The headings contained in this Declaration are for reference purpose only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 15. **CONSTRUCTION WITH OTHER DOCUMENTS.** In the event of conflict between the terms of this Declaration and any Bylaws, rules, regulations or Articles of Incorporation of the Association, this Declaration shall control.

Section 16. **ADDITIONAL INFORMATION.** Architectural Design Guidelines for the Subdivision, Rules and Regulations of the Association, and the other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for improvements to a Lot are maintained at the offices of the Association and Declarant at the address shown below. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations.

EXECUTED effective the 23 day of DECEMBER, 2009

SEDCOR, LTD., a Texas limited partnership
BY: A.W.E. DEVELOPMENT CO., L.L.C.,
its general partner

By: Anthony W. Eugenio
Anthony W. Eugenio, Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me the 23 day of December, 2009, by Anthony W. Eugenio, Manager of A.W.E. DEVELOPMENT CO., L.L.C., as general partner of SEDCOR, LTD., on behalf of said limited partnership.



Linda R. Littrell
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

SEDCOR, LTD.
c/o Anthony W. Eugenio
8620 N. New Braunfels, Suite 620
San Antonio, Texas 78217

VOL2829 PGO102

EXHIBIT "A"

ANNEXATION AREA



Order: 118H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
Document not for resale
EXHIBIT "A"

VOL2829 PGO104

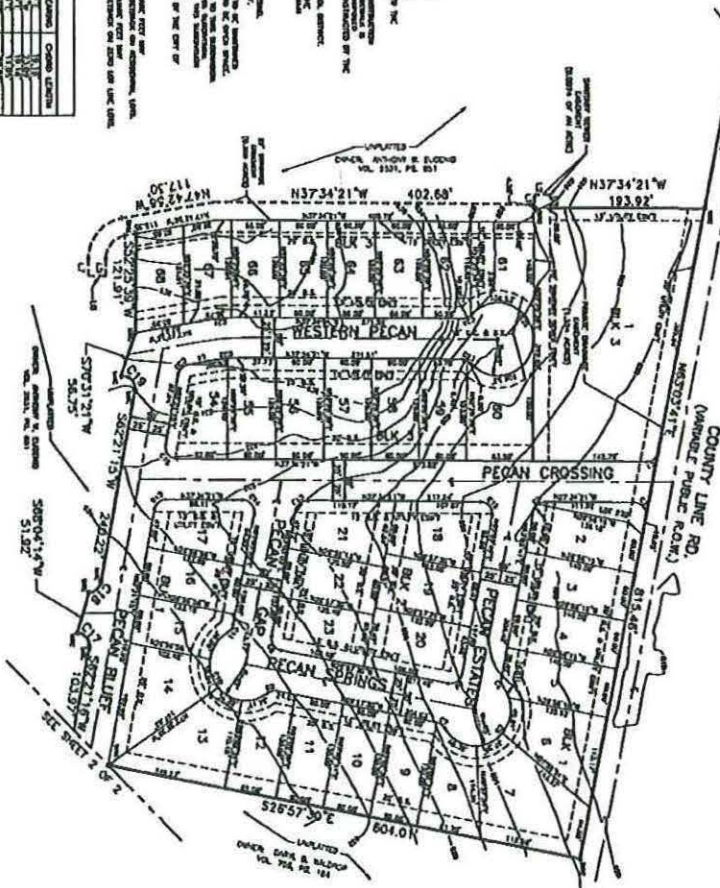
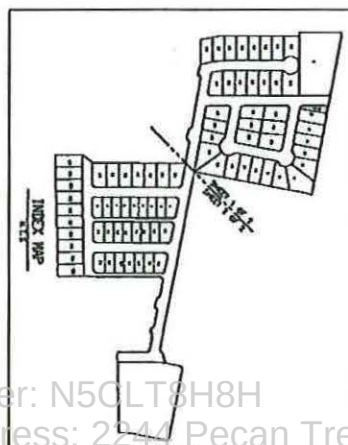
EXHIBIT "B"

UNIT 1 OF PECAN CROSSING (PLAT)

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
Document not for resale
HomeWiseDocs



OPTIONAL FORM NO. 10

[illegible]

**SUBDIVISION PLAT
ESTABLISHING**

PECAN CROSSING UNIT-1

[illegible][illegible][illegible]

mhc
MEMBER OF THE
HARVEY CALVERT GROUP

MACH, BOSE, COPPLAND & ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
1025 Central Expressway North, San Antonio, Texas 78212

DEVELOPER/OWNER:
SEDCOR, LTD.
6002 N. NEW BRAVILLA
SUITE 600
SAN ANTONIO, TEXAS 78211
TEL. NO. (512) 552-0000

EXHIBIT "C"

PECAN CROSSING ZONING ORDINANCE

ORDINANCE NO. 2007-58

AN ORDINANCE REZONING AN 85.25 ACRE TRACT OF LAND LOCATED AT THE SOUTHEAST CORNER OF FM 725 AND EAST COUNTY LINE ROAD, FROM "APD AGRICULTURAL PRE-DEVELOPMENT DISTRICT" AND "R-1 SINGLE-FAMILY DISTRICT" TO "C-1B GENERAL BUSINESS DISTRICT", "ZH-A ZERO LOT LINE HOME DISTRICT" AND "R-1A-6.6 SINGLE-FAMILY DISTRICT", WITH ADDITIONAL RESTRICTIONS.

WHEREAS, the City Council of the City of New Braunfels has complied with all requirements of notice of public hearing as required by the Zoning Ordinance of the City of New Braunfels; and

WHEREAS, in keeping with the spirit and objectives of the "C-1B General Business District", "ZH-A Zero Lot Line Home District" and the "R-1A-6.6 Single-Family District", the City Council has given due consideration to all components of said districts; and

WHEREAS, it is the intent of the City Council to provide harmony between existing zoning districts and proposed land uses; and

WHEREAS, the City Council desires to amend the Zoning Map by changing the zoning of an 85.25 acre tract of land, located at the southeast corner of FM 725 and East County Line road, from "APD Agricultural Pre-Development District" and "R-1 Single-Family District" to "C-1B General Business District", "ZH-A Zero Lot Line Home District" and "R-1A-6.6 Single-Family District" with additional restrictions; now, therefore;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS:

SECTION 1

THAT, Sections 1.2-1 and 1.2-2, Chapter 144 of the New Braunfels Code of Ordinances and particularly the Zoning Map of the City of New Braunfels, are amended by changing the following described tract of land from "APD Agricultural Pre-Development District" and "R-1 Single-Family District" to "C-1B (r78) General Business District" with a restriction, "ZH-A Zero Lot Line Home District" and "R-1A-6.6 (r79) Single-Family District". The (r78) and (r79) shall mean an additional restrictions:

"Being an 85.25 acre tract of land, located at the southeast corner of FM 725 and East County Line Road, as described in Exhibit "A" and delineated in Exhibit "B".

EXHIBITS "A" AND "B" EXCLUDED.

SECTION 2

THAT, in accordance with Section 2.1-3, Chapter 144 of the Code of Ordinances, the additional restrictions contained in Exhibit "C" shall be considered as an amendment to the zoning ordinance for the property described in Section 1 of this ordinance:

SECTION 3

THAT the Zoning Maps of the City of New Braunfels be amended to indicate the area described in Section 1.

SECTION 4

THAT all provisions of the Code of Ordinances of the City of New Braunfels not herein amended or repealed shall remain in full force and effect.

SECTION 5

THAT all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 6

THAT if any provisions of this ordinance shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

SECTION 7

THIS ordinance will take effect upon the second and final reading of same.

PASSED AND APPROVED: First Reading this 25th day of June, 2007.

PASSED AND APPROVED: Second and Final Reading this 9th day of July, 2007.

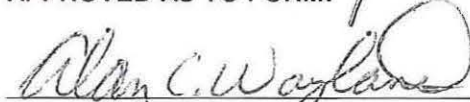
CITY OF NEW BRAUNFELS


R. BRUCE BOYER, Mayor

ATTEST:


MICHAEL A. RESENDEZ, City Secretary

APPROVED AS TO FORM:


ALAN WAYLAND, City Attorney



PECAN CROSSING ADDITIONAL RESTRICTIONS

- 1.) The minimum building size for a main building on an R-1A-6.6 lot shall be 1,600 sq. ft. The minimum building size for a zero lot line main building shall be 1,200 sq. ft.
- 2.) For one family and zero lot line homes, the masonry requirement shall be the lesser of three sides masonry on the first floor or 70% of the surface of the exterior wall area (excluding gables, windows and door openings). Masonry shall include stucco, brick veneer, ceramic tile, clay, masonry veneer, stone and all other material commonly referred to in Guadalupe and Comal Counties as masonry, but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance.
- 3.) A six foot tall wooden solid screening fence shall be constructed on the border between Southbank and a finally platted part of this tract or unit phase of this subdivision for which a final plat has been recorded as noted in item 4 below and with the bracing facing Southbank before a permit is issued for any building in the unit phase.
- 4.) There shall be provided a ten foot wide buffer area within which no building, fence, or structure may be built or erected located between this tract and any lot in Southbank that is adjacent to Windsor Place. This buffer area shall be between the fence noted in item 3 above and Southbank.
- 5.) The developer shall limit the homes to one story along the border with Southbank as follows:
In the area denominated as lots 63-67 and 76-106, as shown on Attachment "A", with no more than 50% of the homes in the area denominated as lots 68-75 (with an additional ten (10) feet of lots 67 and 76, as needed) being two-story.
- 6.) All trees on the tract with a diameter of four inches or greater measured 4.5 feet above the ground that are within 10 feet of a property line of Southbank shall be preserved. The diameter of a multi-trunked tree shall be determined by measuring the diameter of all the tree's trunks at 4.5 feet above the ground and adding them together. If tree(s) are removed from this area or caused to die, it shall be considered a violation of the zoning ordinance and trees with an equal number of inches of what was removed shall be replaced in the 10 foot wide area, as approved by the Planning Director, before building permit(s) anywhere in the tract may be issued. Replacement trees must be at least 1.5 inches in diameter at 4.5 feet above the ground and be from the approved tree list in the zoning ordinance.
- 7.) The developer of the tract shall provide Southbank, Chinaberry Lane and East County Line Road representatives with a copy of the drainage design documentation submitted to the City. The documentation shall be provided at the same time it is submitted to the City for approval. Southbank, Chinaberry Lane and East County Line Road representatives may hire an engineer to review the documentation and may submit comments to the City. The developer shall not take or cause to be taken any action that would impede or impair any neighborhood drainage design comments from being taken into consideration by the City in its review and approval of the drainage design.
- 8.) The permitted uses in the C-1B area shall be limited to those uses listed in Attachment "B" and similar in quality and with comparable design features to that shown in Attachment "C", as determined by the Planning Director.

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
Document not for resale

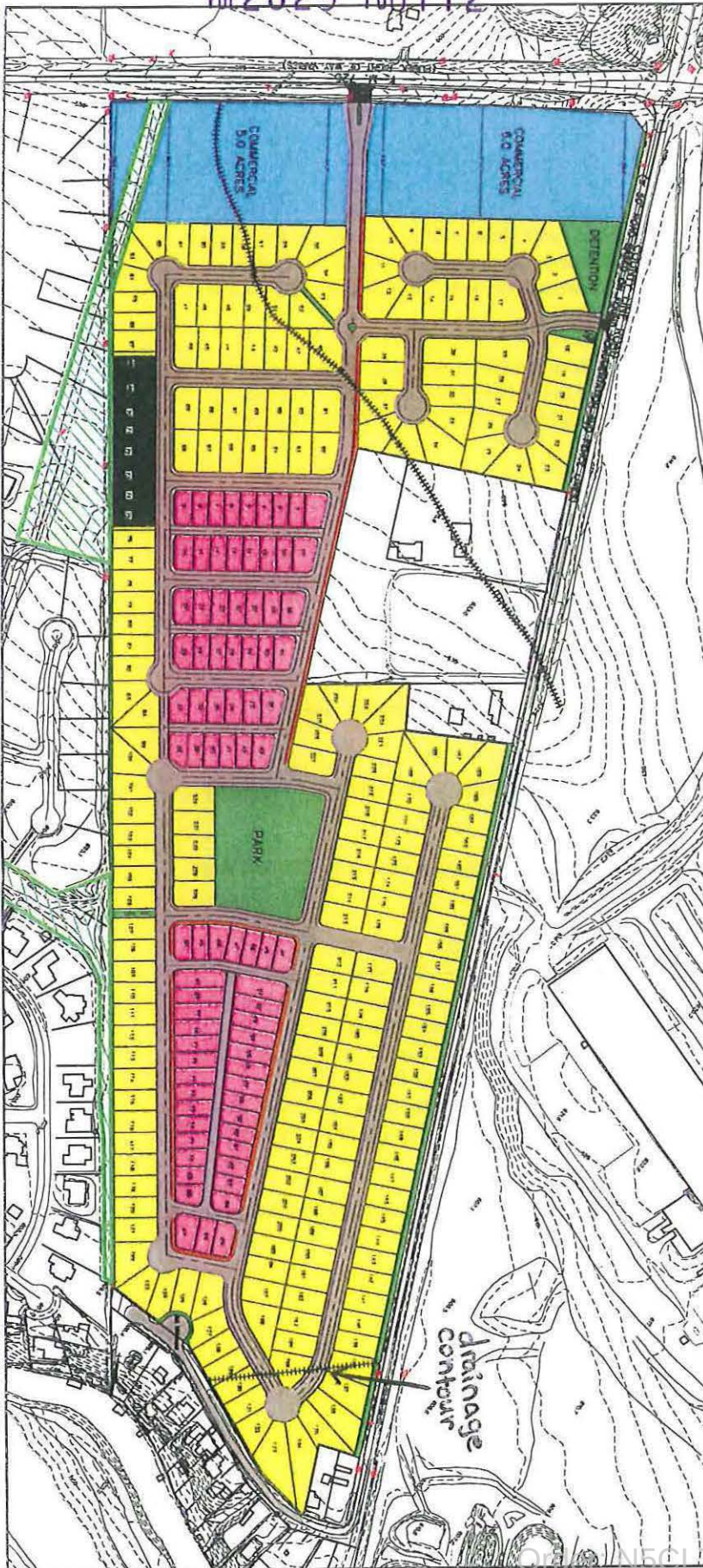
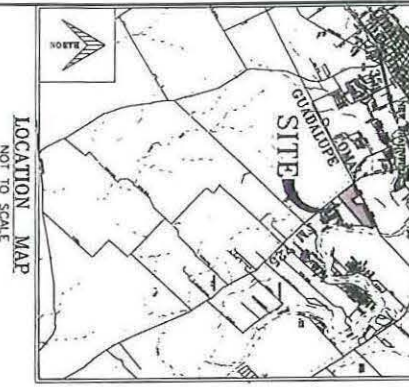
EXHIBIT "C"

EXHIBIT "C"

- 9.) A minimum six foot tall wooden solid screening fence shall be constructed along the Chinaberry Lane right-of-way for a finally platted part of this tract or unit phase of this subdivision for which a final plat has been recorded and is adjacent to the Chinaberry Lane right-of-way. The fence's finished side shall face Chinaberry Lane. A minimum twenty foot rear yard building setback shall apply to all lots backing up to Chinaberry Lane right-of-way.
- 10.) The developer shall limit 50% of the lots to one-story along the Chinaberry Lane border, shown as lots 123 – 135 on Attachment "A", and the lots adjacent to the Geren homestead (1.10 acres, Volume 245, Page 127), shown as lots 166 – 168 on Attachment "A", shall be limited to one story.
- 11.) A minimum ten foot buffer shall be provided between the northeast property line of the adjacent 1.10 acre tract, referenced as Volume -245, Page -127, and the subject property. A minimum six foot wooden solid screening fence will be required to be constructed ten feet from the 1.10 acre tract along it's common property line to the northeast. A minimum ten foot buffer shall be provided between the southeast property line of the adjacent 1.10 acre tract and the subject property. A minimum six foot solid screening fence will be required to be constructed 10 feet from the 1.10 acre tract along it's common property line to the southeast.
- 12.) A bus turnaround must be provided on Chinaberry Lane, similar to the turnaround shown on Attachment "A".
- 13.) No direct access to individual residences on the subject property will be allowed from Chinaberry Lane or East County Line Road.
- 14.) The rear setback for homes adjacent to Windsor Place shall be a minimum of twenty-five feet from the Southbank property line.
- 15.) All trees on the tract with a diameter of four inches or greater measured 4.5 feet above the ground that are within 10 feet of the Chinaberry right-of-way shall be preserved. The diameter of a multi-trunked tree shall be determined by measuring the diameter of all the tree's trunks at 4.5 feet above the ground and adding them together. If tree(s) are removed from this area or caused to die, it shall be considered a violation of the zoning ordinance and trees with an equal number of inches of what was removed shall be replaced in the 10 foot wide area, as approved by the Planning Director, before building permit(s) anywhere in the tract may be issued. Replacement trees must be at least 1.5 inches in diameter at 4.5 feet above the ground and be from the approved tree list in the zoning ordinance.
- 16.) A minimum right-of-way dedication of five feet will be required on Chinaberry Lane at the time of platting.

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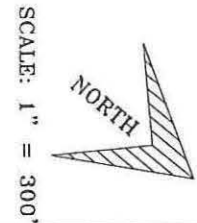
Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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LOCATION MAP
NOT TO SCALE

LEGEND

- 60' X 120' MINIMUM TYPICAL LOT (7200 SF MINIMUM)
232 LOTS (70%)
- 45' X 100' MINIMUM TYPICAL LOT WITH 25' ALLEY (4500 SF MINIMUM)
81 LOTS (30%)
- COMMERCIAL TRACTS
11.0 ACRES
- 313 TOTAL LOTS & 2.3 ACRE PARK
- WALKING PATH
- RIDGELINE



SCALE: 1" = 300'

PECAN CROSSING

FM 725

GUADALUPE COUNTY, TEXAS



1035 Central Parkway North
San Antonio, Texas 78232
(210) 545-1122
FAX (210) 545-9302

DESIGN	SEO
DRAWN	SEO
CHECKED	RACJR
DATE	Jun 05, 2007
JOB NO.	29432-GUAD
SHT.	1 of 1

EXHIBIT "C"

ATTACHMENT "B"
PERMISSIBLE COMMERCIAL PROPERTY USES

Accounting, auditing, bookkeeping, tax preparations
 Animal grooming shop
 Answering and message services
 Antique shop
 Appliance repair
 Armed services recruiting center
 Art dealer/gallery
 Artist or artisan's studio
 Bakery (retail)
 Bank, savings and loan, or credit
 Barber/beauty shop, haircutting (non-college)
 Bicycle sales and/or repair
 Book binding
 Book store
 Cafeteria/café/delicatessen
 Caterer
 Child day care/children's nursery (business)
 Church/place of religious assembly
 Clinic (dental)
 Clinic (medical)
 Coffee shop
 Computer and electronic sales
 Computer repair
 Confectionery store (retail)
 Country club (private)
 Curio shops
 Drapery shop/blind shop
 Drug sales/pharmacy
 Electrical repair shop
 Farmers market (produce market - wholesale)
 Florist
 Food or grocery store without gasoline sales
 Furniture sales (indoor)
 Garden shops and greenhouses
 Handicraft shop
 Hardware store
 Health club (physical fitness; indoors only)
 Kiosk (providing a retail service)
 Laundry/dry cleaning (drop off/pick up)
 Locksmith
 Major appliance sales (indoor)
 Martial arts school
 Medical supplies and equipment

Order: N5CLT8H8H
 Address: 2244 Pecan Tree
 Order Date: 11-30-2022
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EXHIBIT "C"

Municipal use owned or operated by the City of New Braunfels, including libraries
Museum
Needlework shop
Offices, brokerage services
Offices, business or professional
Offices, computer programming and data processing
Offices, consulting
Offices, engineering, architecture, surveying or similar
Offices, health services
Offices, insurance agency
Offices, legal services - including court reporting
Offices, medical offices
Offices, real estate
Offices, security/commodity brokers, dealers, exchanges and financial services
Pet shop/supplies (10,000 sq. ft. or less)
Photographic printing/duplicating/copy shop or printing shop
Photographic studio (no sale of cameras or supplies)
Photographic supply
Plant nursery
Public recreation/services building for public park/playground areas
Publishing/printing company (e.g., newspaper)
Quick lube/oil change/minor inspection
Radio/televisions shop, electronics, computer repair
Recycling kiosk
Restaurant
Restaurant/prepared food sales
Shoe repair shops
Shopping center
Studios (are, dance, music, drama, reducing, photo, interior decorating, etc.)
Tailor shop
Travel agency
Vacuum cleaner sales and repair
Veterinary hospital (no outside animal runs or kennels)
Video rental/sales

ATTACHMENT "C"
STRIP CENTER PICTURES



Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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EXHIBIT "C"

EXHIBIT "D"

SOUTHBANK AGREEMENT

REZONING AGREEMENT

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

This Rezoning Agreement is entered into by and between Anthony W. Eugenio ("Developer") and Southbank Owner's Association, Inc. ("Southbank") (collectively referred to herein as "the Parties") and is effective as of the date of the later signature hereto.

WHEREAS, Developer is owner of +/- 85 acres of real property in Guadalupe County, Texas. The property is located on the corner of County Line Road and FM 725 and sometimes referred to as Pecan Crossing (the "Subdivision"). The Subdivision is shown on Attachment A. This attachment is a copy of MBC Engineers Drawing, "Pecan Crossing FM 725 Guadalupe County, Texas", dated March 14, 2007, and denominated Job Number 29432-GUAD, Sheet 1 of 1. Attachment A incorporated herein and made a part hereof for all purposes;

WHEREAS, Developer desires to develop the Subdivision and has applied for rezoning with the City of New Braunfels;

WHEREAS, Southbank appeared at a public hearing on the proposed rezoning and spoke in opposition to same;

WHEREAS, the City of New Braunfels Planning Commission reset the rezoning application to provide an opportunity for the parties to meet and resolve their differences;

WHEREAS, Southbank has requested Developer to agree to certain conditions;

WHEREAS, Developer has agreed to those conditions as hereinafter set forth, in return for which Southbank has agreed to no longer oppose the rezoning application;

NOW THEREFORE in consideration of the mutual promises and stipulations set forth herein, the Parties agree as follows:

1. The minimum building size for a main building on an R-1A-6.6 lot shall be 1,600 sq. ft. The minimum building size for a zero lot line main building shall be 1,200 sq. ft.;
2. For one family and zero lot line homes, the masonry requirement shall be the lesser of three sides masonry on the first floor or 70% of the surface of the exterior wall area (excluding gables, windows and door openings). Masonry shall include stucco, brick veneer, ceramic tile, clay, masonry veneer, stone and all other material commonly referred to in Guadalupe and Comal Counties as masonry, but shall exclude any product, regardless of

Order: NSCL1818H
 Address: 2244 Pecan Tree
 Order Date: 11-30-2022
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EXHIBIT "D"

81109 6282701

- composition, which is manufactured to have a wood or non-masonry appearance;
3. A six foot tall wooden solid screening fence shall be constructed on the border between Southbank and a finally platted part of this tract or unit phase of this subdivision for which a final plat has been recorded and with the braoing facing Southbank before a permit is issued for any building in the unit phase. Southbank shall have the option to upgrade the fence to eight feet and/or masonry and pay the increased cost.
4. There shall be provided a ten foot wide buffer area within which no building, fence, or structure may be built or erected located between this tract and any lot in Southbank that is adjacent to Windsor Place. The fence along those lots adjacent to Windsor Place shall be located no closer than the buffer boundary, e.g., ten (10) feet from the Southbank boundary;
5. Developer shall limit the homes to one story along the border with Southbank as follows: in the area denominated as lots 63-67 and 76-106 as shown on Attachment A, with no more than 50% of the homes in the area denominated as lots 68-75 (with an additional ten (10) feet of lots 67 and 76, as needed) being two-story;
6. The rear setback for homes adjacent to Windsor Place shall be a minimum of twenty-five (25) feet from the Southbank property line;
7. All trees on the tract with a diameter of four inches or greater measured 4.5 feet above the ground that are within 10 feet of a property line of Southbank shall be preserved. The diameter of a multi-trunked tree shall be determined by measuring the diameter of all the tree's trunks at 4.5 feet above the ground and adding them together. If tree(s) are removed from this area or caused to die, it shall be considered a violation of the zoning ordinance and trees with an equal number of inches of what was removed shall be replaced in the 10 foot wide area, as approved by the Planning Director, before building permit(s) anywhere in the tract may be issued. Replacement trees must be at least 1.5 inches in diameter at 4.5 feet above the ground and be from the approved tree list in the zoning ordinance;
8. The developer of the tract shall provide Southbank representatives with a copy of the drainage design documentation submitted to the City. The documentation shall be provided at the same time it is submitted to the City for approval. Southbank representatives may hire an engineer to review the documentation and may submit comments to the City. The developer shall not take or cause to be taken any action that would impede or impair any neighborhood drainage design comments from being taken into consideration by the City in its review and approval of the drainage design;
9. The permitted uses in the C-1B area shall be limited to those uses listed in Attachment "B" (which attachment is incorporated herein and made a part hereof for all purposes) and similar in quality and with comparable design features to that shown in Attachment "C" (which attachment is incorporated herein and made a part hereof for all purposes), as determined by the Planning Director;

Address: 2244 Pecan Tree

Order Date: 11-30-2022

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VOL 2829 PG 119

10. In return for the Developer's agreement and promises set forth in paragraphs one through nine above, Southbank agrees not to oppose the rezoning application;
11. Developer agrees that the natural, probable and foreseeable consequences of a breach by the Developer of any of the Developer's agreements and promises set forth in paragraphs one through ten above will result in irreparable injury and damage to Southbank that is not adequately compensable in damages. Developer further stipulates that its agreements and promises are supported by adequate consideration. Accordingly Developer agrees that Southbank may immediately seek and obtain injunctive relief against the breach or threatened breach of any of Developer's agreements and promises set forth in paragraphs one through ten above;
12. This Agreement is the joint work product of the parties and in the event of any ambiguities no inferences shall be drawn for or against either party. The language used in this Agreement is deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party, regardless of the actual drafter of the Agreement;
13. Failure of a party to require performance by another party under this Agreement will not affect the right of such party to require performance in the future. No delay, failure, or waiver of either party's exercise or partial exercise of any right or remedy under this Agreement shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a party of any breach of any term of this Agreement will not be construed as a waiver of any continuing or succeeding breach. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect;
14. This Agreement shall not be amended or modified except by written amendment executed by duly authorized representatives of the Parties;
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument; and
16. This Agreement may be executed and accepted by facsimile signature and any such signature shall be of the same force and effect as an original signature.

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Order: N5CLT8H8H
 Address: 2244 Pecan Tree
 Order Date: 11-30-2022
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 HomeWiseDocs

THIS AGREEMENT IS HEREBY ACCEPTED



Anthony W. Eugenio

6/4/07
Date

SOUTHBANK OWNER'S ASSOCIATION, INC. By

Name/Title: _____

Date

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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HomeWiseDocs

THIS AGREEMENT IS HEREBY ACCEPTED

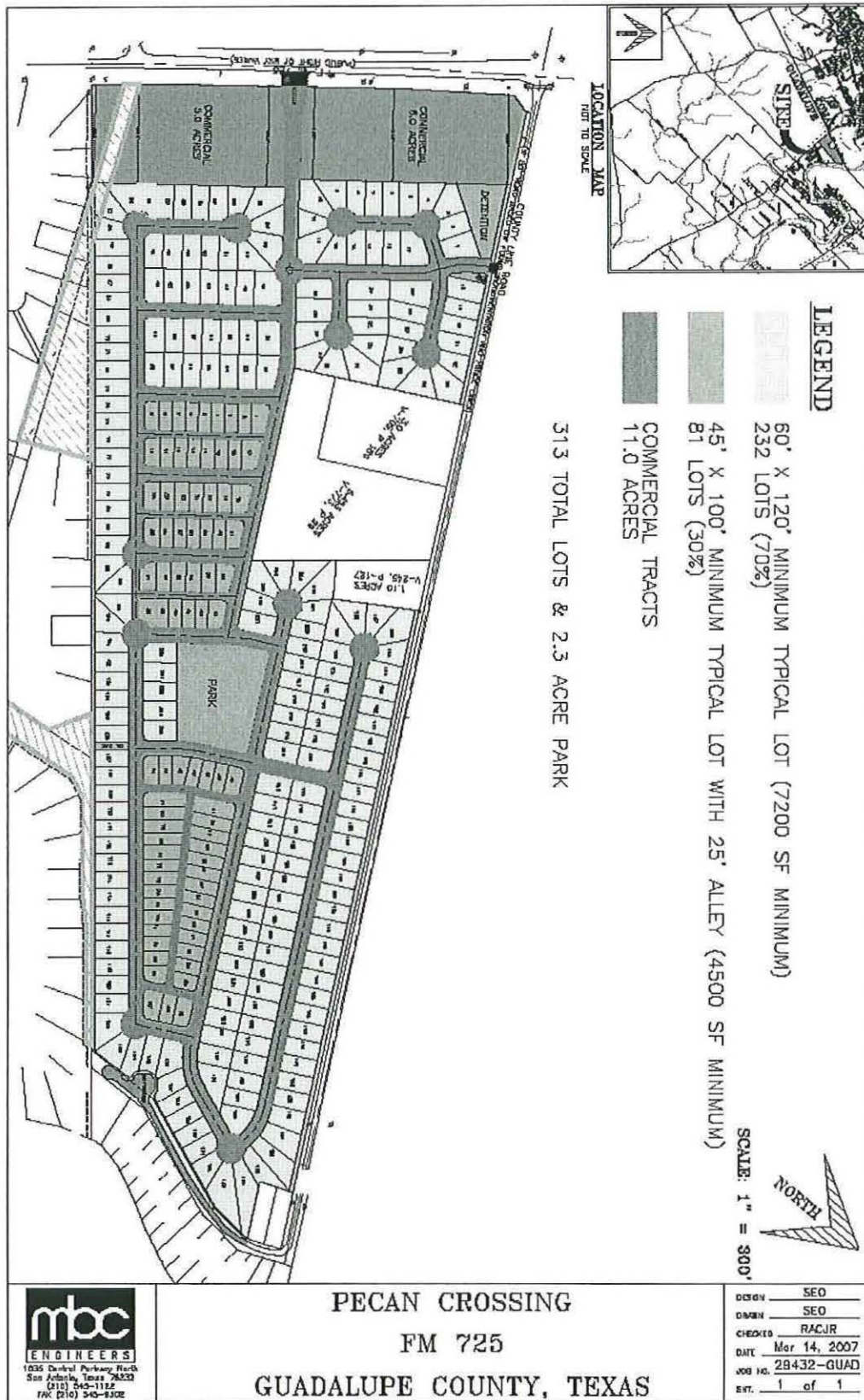
Anthony W. Eugenio

Date

SOUTHBANK OWNER'S ASSOCIATION, INC. By

M. R. Goodner
Name/Title: Mike R. Goodner President Southbank Owners Assn

6/4/2026
Date



Date: Mar 14, 2007 3:07pm User: D:\sandria Layouts\11617
File: \\KBCFS01\Proj\jelsa\Guadalupe\28432-Pecan Crossing\Design\DWG\11617.dwg Layout: 11617

Order: N5C118H8H

Address: 2244 Pecan Tree

Order Date: 11-30-2022

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EXHIBIT "D"

VOL 2829 PG 123

ATTACHMENT "B"
PERMISSIBLE COMMERCIAL PROPERTY USES

Accounting, auditing, bookkeeping, tax preparations
Animal grooming shop
Answering and message services
Antique shop
Appliance repair
Armed services recruiting center
Art dealer/gallery
Artist or artisan's studio
Bakery (retail)
Bank, savings and loan, or credit
Barber/beauty shop, haircutting (non-college)
Bicycle sales and/or repair
Book binding
Book store
Cafeteria/café/delicatessen
Caterer
Child day care/children's nursery (business)
Church/place of religious assembly
Clinic (dental)
Clinic (medical)
Coffee shop
Computer and electronic sales
Computer repair
Confectionery store (retail)
Country club (private)
Curio shops
Drapery shop/blind shop
Drug sales/pharmacy
Electrical repair shop
Farmers market (produce market - wholesale)
Florist
Food or grocery store without gasoline sales
Furniture sales (indoor)
Garden shops and greenhouses
Handicraft shop
Hardware store
Health club (physical fitness; indoors only)
Kiosk (providing a retail service)
Laundry/dry cleaning (drop off/pick up)
Locksmith
Major appliance sales (indoor)
Martial arts school
Medical supplies and equipment

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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EXHIBIT "D"

Municipal use owned or operated by the City of New Braunfels, including libraries
 Museum
 Needlework shop
 Offices, brokerage services
 Offices, business or professional
 Offices, computer programming and data processing
 Offices, consulting
 Offices, engineering, architecture, surveying or similar
 Offices, health services
 Offices, insurance agency
 Offices, legal services - including court reporting
 Offices, medical offices
 Offices, real estate
 Offices, security/commodity brokers, dealers, exchanges and financial services
 Pet shop/supplies (10,000 sq. ft. or less)
 Photographic printing/duplicating/copy shop or printing shop
 Photographic studio (no sale of cameras or supplies)
 Photographic supply
 Plant nursery
 Public recreation/services building for public park/playground areas
 Publishing/printing company (e.g., newspaper)
 Quick lube/oil change/minor inspection
 Radio/televisions shop, electronics, computer repair
 Recycling kiosk
 Restaurant
 Restaurant/prepared food sales
 Shoe repair shops
 Shopping center
 Studios (are, dance, music, drama, reducing, photo, interior decorating, etc.)
 Tailor shop
 Travel agency
 Vacuum cleaner sales and repair
 Veterinary hospital (no outside animal runs or kennels)
 Video rental/sales

Order: N5CLT8H8H
 Address: 2244 Pecan Tree
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 HomeWiseDocs

ATTACHMENT "C"
STRIP CENTER PICTURES

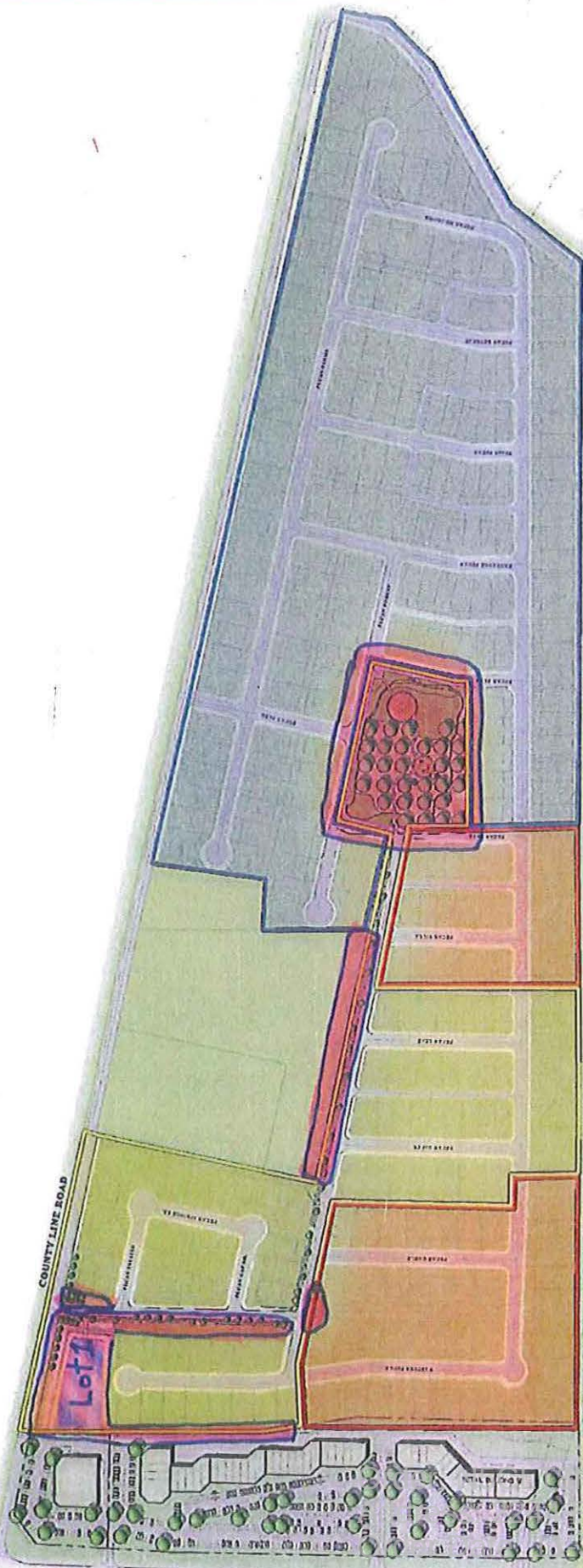


Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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EXHIBIT "D"

EXHIBIT "E"

COMMON AREAS AND FACILITIES

PECAN CROSSING



Common Area

F.M. 715

EXHIBIT "E"

8H
Pecan Tree
10-2022
common for resale



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the clerk shall stamp the recording information at the foot of the last page of the document.

This page becomes a part of the document identified by Document Number 10-000142 affixed on the first page of this document.

Emilio Benito Janner
Presidio Grap LLC
8620 N. New Braunfels
#620
San Antonio Tx 78217

FILED FOR RECORD
2010 JAN -5 PM 2:04
TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY
BY *[Signature]*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

2/m

VOL2934 PG0321

STATE OF TEXAS

10- 019601

COUNTY OF GUADALUPE

**AMENDMENT OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PECAN CROSSING**

THIS AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PECAN CROSSING (the "Amendment") is made and published this 5 day of October 2010, by Sedcor, LTD., a Texas limited partnership ("Sedcor") herein after (the "Declarant") and

A. By a certain Declaration of Covenants, Conditions and Restrictions for Pecan Crossing, Unit 1 dated December 23, 2009, recorded in Volume 2829, Pages 0080-0128 of the Official Public Records of Real Property of Guadalupe County, Texas (the "Declaration"), set forth by the Declarant, did provide and adopt a general and uniform plan of covenants, easements, restrictions, conditions, charges and liens as therein described for the property described therein and known as the Pecan Crossing.

B. Sedcor, as Declarant desires to amend the Declaration as provided in Article VII, Section 1, in order to clarify the Declaration to allow outdoor speakers.

NOW THEREFORE, in accordance with Article VII, Section 1 providing for amendment of the Declaration by Declarant and the terms and provisions of the Declaration, the last paragraph of Article III, Section 8 regarding exterior speakers is deleted in its entirety and replaced with the following:

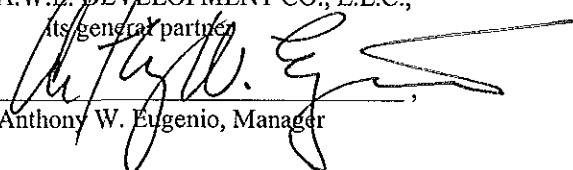
1. Article III, Section 8 (last paragraph):

Exterior speakers are allowed but the volume shall not be set to a level that is offensive or a nuisance to any neighboring property. No exterior horns, whistles, bells, or other sound devices (except security devices such as entry door and patios intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

The terms used herein shall have the same meanings given to them in the Declaration, unless otherwise expressly defined herein. Except as expressly stated herein, no other terms, covenants or conditions of the Declaration have been modified, supplemented or altered hereby and the same are hereby expressly ratified and confirmed.

DECLARANT:

SEDCOR, LTD., a Texas limited partnership
By: A.W.E. DEVELOPMENT CO., L.L.C.,
its general partner

By: 
Anthony W. Eugenio, Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 5, day of October, 2010 by Anthony W. Eugenio, as manager of AWE Development Co., LLC, as general partner of SEDCOR, LTD., on behalf of said limited partnership.

Kaci K. Witt
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
SEDCOR, LTD
8620 N. NEW BRAUNFELS, SUITE 620
SAN ANTONIO, TX 78217

C:\Users\KWitt\Documents\CCR\Pecan Crossing Amendment - speakers.doc

Env
-7 Sedcor LTD
1777 NE Loop 410 Ste 910
San Antonio, TX 78217

FILED FOR RECORD

10 NOV 12 PM 4:11

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY

BY

Ang Smith

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

STATE OF TEXAS

COUNTY OF GUADALUPE

13- 011944

AMENDMENT OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PECAN CROSSING

THIS AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PECAN CROSSING (the "Amendment") is made and published this 2nd day of May 2013, by Sedcor, LTD., a Texas limited partnership ("Sedcor") herein after (the "Declarant") and

A. By a certain Declaration of Covenants, Conditions and Restrictions for Pecan Crossing, Unit 1 dated December 23, 2009, recorded in Volume 2829, Pages 0080-0128 of the Official Public Records of Real Property of Guadalupe County, Texas as amended (the "Declaration"), set forth by the Declarant, did provide and adopt a general and uniform plan of covenants, easements, restrictions, conditions, charges and liens as therein described for the property described therein and known as the Pecan Crossing.

B. Sedcor, as Declarant desires to amend the Declaration as provided in Article VII, Section 1, in order to clarify the Declaration to allow longer intermittent overnight parking for boats.

NOW THEREFORE, in accordance with Article VII, Section 1 providing for amendment of the Declaration by Declarant and the terms and provisions of the Declaration, the second sentence of Article III, Section 7 regarding intermittent overnight parking is deleted in its entirety and replaced with the following:

I. Article III, Section 7 (second sentence):

Intermittent overnight parking of a trailer, motor home, tent, recreational vehicle or travel trailer for a period of time not to exceed twenty-four consecutive hours (except for a boat for a period of time not to exceed seventy-two hours) will be permitted.

The terms used herein shall have the same meanings given to them in the Declaration, unless otherwise expressly defined herein. Except as expressly stated herein, no other terms, covenants or conditions of the Declaration have been modified, supplemented or altered hereby and the same are hereby expressly ratified and confirmed.

DECLARANT:

SEDCOR, LTD., a Texas limited partnership

By: A.W.E. DEVELOPMENT CO., L.L.C.,

its general partner

By:

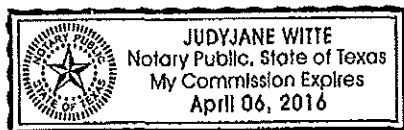
Anthony W. Eugenio, Manager

093 00238

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 31st, day of May, 2013 by Anthony W. Eugenio, as manager of AWE Development Co., LLC, as general partner of SEDCOR, LTD., on behalf of said limited partnership.



Judy Jane Witte
Notary Public, State of Texas

env
→

AFTER RECORDING RETURN TO:
SEDCOR, LTD
1777 NE LOOP 410 #910
SAN ANTONIO, TX 78217

FILED FOR RECORD

13 JUN -5 PM 4:03

TERESA KIEL
COUNTY CLERK GUADALUPE COUNTY
BY *Monica White*

STATE OF TEXAS
COUNTY OF GUADALUPE
I certify this instrument was FILED on the
date and at the time stamped thereon and
was duly recorded in the Official Public
Records of Guadalupe County, Texas.



Teresa Kiel
TERESA KIEL
Guadalupe County Clerk

Sedcor PC 2nd Amendment to DCCR-parking

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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HomeWiseDocs

4/C

**AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR PECAN CROSSING**

WHEREAS, Pecan Crossing is a subdivision located in Guadalupe County, Texas, the plats for which are recorded as follows:

Pecan Crossing Unit 1 – Volume 7, Page 591-592, amended in Volume 7, Pages 625-626

Pecan Crossing Unit 2A – Volume 7, Page 715

Pecan Crossing Unit 3 – Volume 8, Page 119

All in the Map and Plat Records of Guadalupe County, Texas (collectively referred to as “Plats”); and,

WHEREAS, certain restrictive covenants and conditions were placed upon the Units of Pecan Crossing, which restrictions are more fully set out in the following documents:

Pecan Crossing Unit 1 – Volume 2829, Page 80

Amendment to Covenants, Conditions and Restrictions for Pecan Crossing – Volume 2934, Page 321

Certification of Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Pecan Crossing – volume 2933, Page 599

Pecan Crossing Unit 2A – Volume 4093, Page 234

Amendment of Covenants, Conditions and Restrictions for Pecan Crossing – Volume 4093, Page 238

Amendment of Covenants, Conditions and Restrictions for Pecan Crossing – Volume 4199, Page 684

All in the Official Public Records of Guadalupe County, Texas (collectively referred to herein as “Restrictions”); and,

WHEREAS, Article VII, Section 1 of the Restrictions states that the Restrictions may be amended by written instrument executed by the Owners of two-thirds or more of the lots and that the Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Owner of Lots, or any interest therein; and,

WHEREAS, a vote of the Owners was taken and more than two-thirds of the Owners desire to amend the Restrictions to allow the Board of Directors of the Association to assess fines against Lots which do not comply with the Restrictions; and,

WHEREAS, the Declarant also desires to amend the Restrictions to allow the Board of Directors of the Association to assess fines against Lots which do not comply with the Restriction.

NOW, THEREFORE, in accordance with Article VII, Section 1, the Declarant and more than two-thirds of the Members voted to amend the Restrictions as follows:

1. Article VI, Section 3 is hereby amended to read as follows:

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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Section 3. COVENANTS FOR MAINTENANCE ASSESSMENTS. Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenants and agree to pay the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, fines and other penalties, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

1. Article VI, Section 15, Subsection H is hereby amended to read as follows:

H. To enforce the provisions of these Declarations, any rules made hereunder and to fine, enjoin, seek damages or take any other action allowed by law from any Owner for violation of such provisions or rules.

2. Article VII, Section 5 is hereby amended to read as follows:

Section 5. ENFORCEMENT. If the owner of any Lot, or his heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant or any Owner subject to this Declaration, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or may be subject to an action for specific performance in equity in any court of competent jurisdiction. In the event an action is instituted to enforce the terms hereof or prohibit violations hereof, and the party bringing such action prevails, then in addition to any other remedy herein provided or provided by law, such party shall be entitled to recover court costs and reasonable attorney fees. In addition to the above, the Association may impose fines on any Owner that is violating or attempting to violate the Declaration, in which case such fines shall be a continuing lien on the Lot until paid and/or the Association may take any other action allowed by law.

Except as amended herein, the Restrictions remain in full force and effect.

Executed on the date set forth below to be effective on the 6th day of January, 2015.

Order: N5CLT8H8H
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Order Date: 11-30-2022
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IN WITNESS WHEREOF, the undersigned, being the PECAN CROSSING OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS, has hereunto set its hand effective the 6 day of January, 2014₅

Marcus Johnston
Printed Name: Marcus Johnston

D. Clark Hopkins
Printed Name: D. CLARK HOPKINS

Anthony W. Eugenio
Printed Name: ANTHONY W. EUGENIO

Agreed and approved by Declarant:

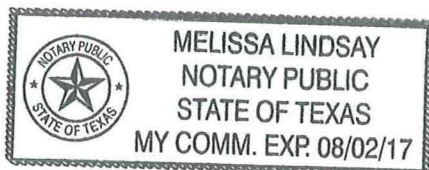
SEDCOR, LTD., a Texas limited partnership
By: A.W.E. Development Co., L.L.C., its general Partner

By: Anthony W. Eugenio
Anthony W. Eugenio, Manager

THE STATE OF TEXAS
COUNTY OF Comal

*
*

This instrument was acknowledged before me on the 06 day of February, 2014₅ by Marcus Johnston, Director of PECAN CROSSING OWNERS ASSOCIATION, INC., in the capacity therein stated, on behalf of said Association.

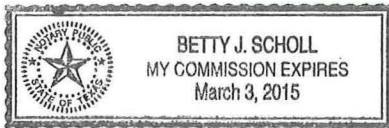


[Signature]
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Comal

*
*

This instrument was acknowledged before me on the 06 day of FEBRUARY, 2014^{5th} by D. CLARK HOPKINS, Director of PECAN CROSSING OWNERS ASSOCIATION, INC., in the capacity therein stated, on behalf of said Association.

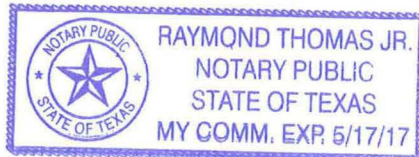


Betty J. Scholl
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF Comal

*
*

This instrument was acknowledged before me on the 9th day of February, 2014^{5th} by Anthony Walter Eugenio, Director of PECAN CROSSING OWNERS ASSOCIATION, INC., in the capacity therein stated, on behalf of said Association.

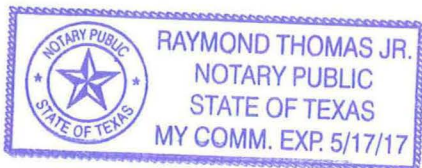


Raymond Thomas Jr.
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF Comal

*
*

This instrument was acknowledged before me on the 9th day of February, 2014^{5th} by Anthony W. Eugenio, Manager of A.W.E. DEVELOPMENT CO., L.L.C., as general partner of SEDCOR, LTD., on behalf of said limited partnership



Raymond Thomas Jr.
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Kristen Quinney Porter, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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HomeWiseDocs



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RESTRICTIONS
PAGES: 5
TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS



Teresa Kiel

→ Clark Hopkins
512 Pecan Farms
NB TX 78130

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
Document not for resale
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2/m12

**AMENDMENT OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PECAN CROSSING
TREES AND GARBAGE**

A. By a certain Declaration of Covenants, Conditions and Restrictions for Pecan Crossing, Unit 1 dated December 23, 2009, recorded in Volume 2829, Pages 0080-0128 of the Official Public Records of Real Property of Guadalupe County, Texas, as amended (the “**Declaration**”), set forth by the Declarant, did provide and adopt a general and uniform plan of covenants, easements, restrictions, conditions, charges and liens as therein described for the property described therein and known as the Pecan Crossing.

1. to allow additional trees from the New Braunfels Utility Drought Tolerant Tree list as listed on this Amendment; and
2. to allow the placement of garbage bins on the street no earlier than 8:00 PM prior to their designated pickup/collection day.

1. Article II, Section 11 (fifth sentence):

NOW THEREFORE, in accordance with Article VII, Section 1 providing for amendment of the Declaration by Declarant and the terms and provisions of the Declaration, Article III, Section 9 regarding Garbage and Refuse Disposal is deleted in its entirety and replaced with the following:

1. Article III, Section 9 (first paragraph):

Section 9. **GARBAGE AND REFUSE DISPOSAL.** Except as otherwise expressly provided in this Section, no trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, shall not be stored, kept, placed or maintained on any Lot where visible from any street except solely from 8:00 pm on the day prior to the day designated for removal of garbage and rubbish but shall be removed from view prior to the end of the day designated for removal of garbage and rubbish. During such time only such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal. All said containers stored outside shall be kept in an area of the Lot adequately screened by planting or fencing.

The terms used herein shall have the same meanings given to them in the Declaration, unless otherwise expressly defined herein. Except as expressly stated herein, no other terms, covenants or conditions of the Declaration have been modified, supplemented or altered hereby and the same are hereby expressly ratified and confirmed.

DECLARANT:

SEDCOR, LTD., a Texas limited partnership
By: A.W.E. DEVELOPMENT CO., L.L.C.,
its general partner

By: *Anthony W. Eugenio*,
Anthony W. Eugenio, Manager

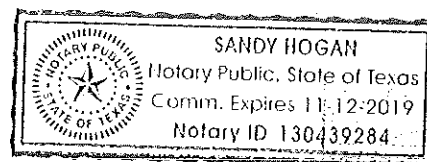
STATE OF TEXAS

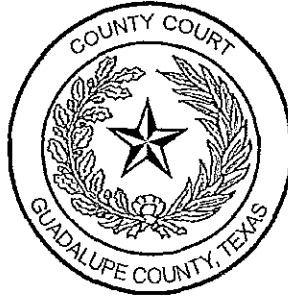
COUNTY OF BEXAR

This instrument was acknowledged before me on this the 13, day of January, 2017 by Anthony W. Eugenio, as manager of AWE Development Co., LLC, as general partner of SEDCOR, LTD., on behalf of said limited partnership.

Sandy Hogan,
Notary Public, State of Texas

→ AFTER RECORDING RETURN TO:
SEDCOR, LTD
14502 BROOK HOLLOW, SUITE 200
SAN ANTONIO, TX 78232





This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

2017001491
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01/19/2017 12:04:24 PM
PAGES: 3
TERESA KIEL, COUNTY CLERK
GUADALUPE COUNTY, TEXAS



5
MB
STATE OF TEXAS

COUNTY OF GUADALUPE

**AMENDMENT OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PECAN CROSSING**

THIS AMENDMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PECAN CROSSING (the "**Amendment**") is made and published this 20th day of January 2017, by Sedcor, LTD., a Texas limited partnership ("**Sedcor**") herein after (the "**Declarant**") and

A. By a certain Declaration of Covenants, Conditions and Restrictions for Pecan Crossing, Unit 1 dated December 23, 2009, recorded in Volume 2829, Pages 0080-0128 of the Official Public Records of Real Property of Guadalupe County, Texas, as amended (the "**Declaration**"), set forth by the Declarant, did provide and adopt a general and uniform plan of covenants, easements, restrictions, conditions, charges and liens as therein described for the property described therein and known as the Pecan Crossing subdivision and did establish the Pecan Crossing Owners Association, Inc. (the "**PCOA**").

B. Sedcor, as Declarant desires to amend the Declaration as provided in Article VII, Section 1, as follows:

1. to add additional fencing to the fences described for maintenance by the PCOA;
2. to clarify the location of the fences that will be maintained by the PCOA;
3. to clarify the PCOA will be responsible for the staining of the various fences and each homeowner is responsible for the additional maintenance of any fence located on the Owner's lot;
4. to clarify the PCOA will be responsible for the maintenance and repair of certain fences that are not located on any Lot owned by an Owner as defined in the Declaration; and
5. to clarify the fencing backing up to the PCOA park will be stained Behr Solid Color Redwood Natural tone or as otherwise approved by the ARC.

NOW THEREFORE, in accordance with Article VII, Section 1 providing for amendment of the Declaration by Declarant and the terms and provisions of the Declaration, the Declaration is amended as follows:

A. Article II, Section 6. -- the fourth and last sentence of the first paragraph of Article II, Section 6 regarding FENCES is deleted in its entirety and replaced with the following:

All fences facing County Line Road, Pecan Crossing, Pecan Bluff, FM 725 and fences backing up to the Common Area park shall be either masonry or cedar and cedar fencing shall have the finished side facing the road and be stained Behr Solid Color Redwood Natural tone or as otherwise approved by the ARC.

Order: N5CLT8H8H
Address: 2244 Pecan Tree
Order Date: 11-30-2022
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HomeWiseDocs

- B. Article II, Section 6.** -- the second or last sentence of the fourth and last paragraph of Article II, Section 6 regarding FENCES is deleted in its entirety and replaced with the following:

All fences or walls located on Lots are to be maintained at the Lot Owner's expense, in good repair and condition. The Association shall maintain the masonry columns and stain the street side of the capped perimeter fence along Pecan Bluff, Pecan Crossing, FM 725 and County Line Road adjacent to the main entrance. The capped perimeter fencing shall be stained on the smooth side facing the street by the Association as needed. If any Owner fails to maintain any fence located on Owner's Lot, the Association may enter upon the Lot and repair the fence and require reimbursement as provided in Article IV, Section 3. The Association shall maintain the fence that is not located on an Owner's Lot at the end of the cul-de-sacs on Pecan Farms and Pecan Forest.

- C. Exhibit "E" to the Declaration.** -- the Exhibit "E" to the Declaration (referred to in the first paragraph of Article IV, Section 4 and Article I, Section 2.J.) is deleted in its entirety and replaced with the attached Exhibit "E".

- D. Article IV, Section 4.** -- the title of the section and the first and second paragraphs of Article IV, Section 4 regarding FENCE, WALL, LANDSCAPING, MAINTENANCE, ACCESS AND NON-ACCESS EASEMENTS AND ENTRY ISLAND are deleted in their entirety and replaced with the following:

Section 4. FENCE, WALL, LANDSCAPING, MAINTENANCE, ACCESS AND NON-ACCESS EASEMENTS AND ENTRY WALL. Declarant hereby reserves unto itself, the Association, and their respective assigns in writing Lot 1, Block 3 (detention pond), Lot 232, Block 1 (entry wall area lot), a fence and landscaping easement at the top of the intersection of Pecan Crossing and Pecan Bluff as shown on Exhibit "E" and a greenbelt along the right of ways along Pecan Crossing, Pecan Bluff and FM 725 inclusive, for the purposes of construction, maintenance, repair, reconstruction, cleaning and/or maintenance of a wood and/or masonry column fence, irrigation and landscaping.

Within said five-foot easement, Declarant, the Association, and their respective assigns in writing, shall have the right to install and maintain such landscaping and plants as they may determine and shall have the right to erect install and maintain such project features and signage as they may determine. The easement owners shall have a general right of access upon such Lots subject to such easement for the purpose of such initial construction and thereafter to exercise the maintenance and other powers reserved unto them under the easement hereby established. Any wall or fence constructed by Declarant pursuant to the rights herein retained, and any landscaping and irrigation system installed within such easement area, shall be deemed transferred to the Association following completion of such installation and the Association shall thereafter maintain said masonry wall and masonry fence columns at all times in good condition its original condition, with materials matching its original construction, and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, mars, and markings thereon. In the event

the Association shall ever fail to promptly make any needed repair, maintenance or cleaning to the masonry walls or masonry fence columns, or shall fail to properly and neatly maintain the vegetation and landscaping between the fence and right of way, Declarant, its successors and assigns, shall have the right of entry onto said Lots and right to perform such functions at the expense of the Association. The Association shall maintain the stain on the finished side of the capped fences facing County Line Road, Pecan Crossing, FM 725 and Pecan Bluff.

E. Article I, Section 2.J. -- the first sentence of Article I, Section 2.J. regarding the definition of Common Area is deleted in its entirety and replaced with the following:

"Common Area" and **"Common Facilities"** shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. Common Facilities shall include all, if any, the park and park facilities, drainage facilities (including improved drainage channels and detention on Lot 1, Block 3, Unit 1 and detention on Lot 20, Block 1, Unit 6, Common Area Lot 21, Block 1, Unit 6,) detention ponds, esplanade and right-of-way landscaping along County Line Rd and Pecan Crossing and Pecan Bluff, perimeter capped fence along Pecan Crossing, Pecan Bluff, FM725 and County Line Rd. adjacent to the main entrance sign structure, walls, entry wall and Declarant installed improvements therein, monuments and signs, such other areas or improvements, including those lying within indicated public land, easements or rights-of-way, as deemed appropriate by the Board of Directors of the Association for the preservation, protection and enhancement of the property values and the general health, safety or welfare of the Owners.

The terms used herein shall have the same meanings given to them in the Declaration, unless otherwise expressly defined herein. Except as expressly stated herein, no other terms, covenants or conditions of the Declaration have been modified, supplemented or altered hereby and the same are hereby expressly ratified and confirmed.

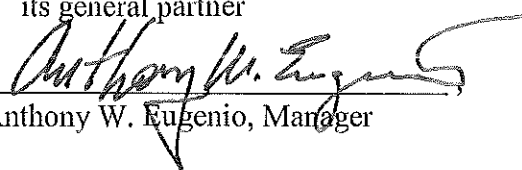
DECLARANT:

SEDCOR, LTD., a Texas limited partnership

By: A.W.E. DEVELOPMENT CO., L.L.C.,

its general partner

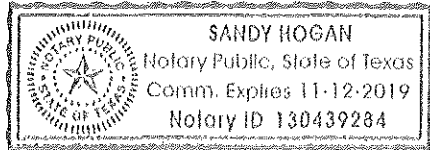
By:


Anthony W. Eugenio, Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 20th, day of January, 2017 by Anthony W. Eugenio, as manager of AWE Development Co., LLC, as general partner of SEDCOR, LTD., on behalf of said limited partnership.



Sandy Hogan,
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
SEDCOR, LTD
14502 BROOK HOLLOW, SUITE 200
SAN ANTONIO, TX 78232

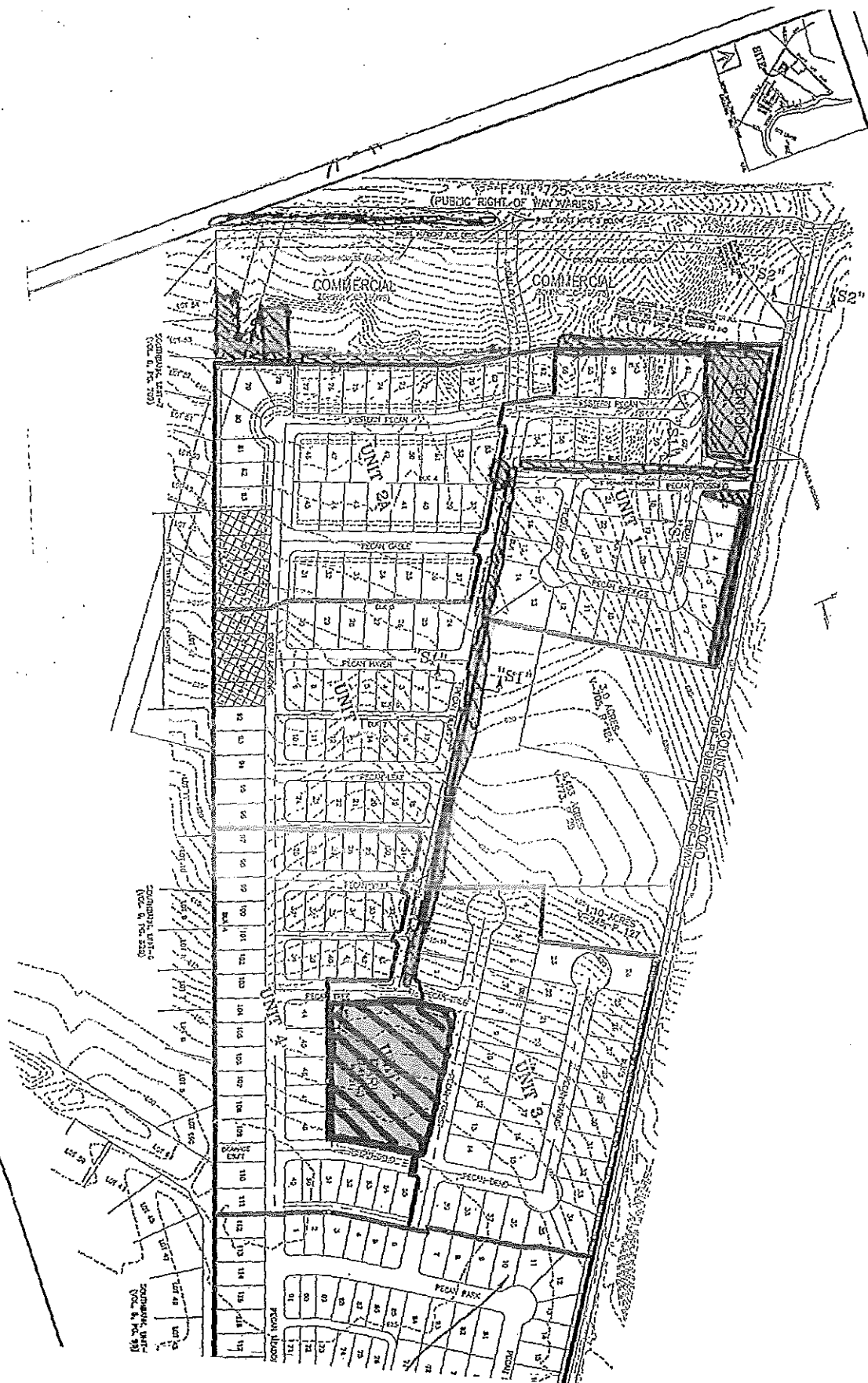
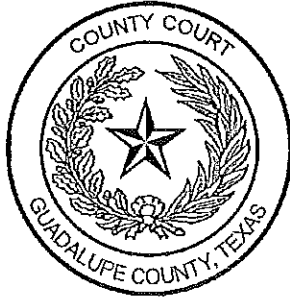


EXHIBIT "E"



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the recording information shall be placed at the foot of the record.

2017002152

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01/27/2017 10:34:44 AM

PAGES: 6

TERESA KIEL, COUNTY CLERK

GUADALUPE COUNTY, TEXAS



Teresa Kiel

→ Sedcor, Inc.
14502 Brook Hollow
SA, TX 78232