

**DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
A DEVELOPMENT KNOWN AS
THE MESA AT IRON HORSE CANYON
A PORTION OF THE DEVELOPMENT OF LAND COMMONLY KNOWN
AS IRON HORSE CANYON**

**THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE
IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS. THIS
DECLARATION IS BINDING UPON ALL FUTURE OWNERS OF THE REAL
PROPERTY DESCRIBED IN THIS DECLARATION.**

**FILED BY
ALAMO TITLE**

ARTICLE 1
RECITALS

1. Declarant desires to create a residential community with designated "Lots" as reflected on the subdivision plat(s) of the Land filed or to be filed in the Deed and Plat Records of Bexar County, Texas for the benefit of the present and future owners of said Lots on a tract of real property out of 632 acres in Bexar County, Texas described in Exhibit "A" to the Iron Horse Canyon Declarations (hereinafter described in paragraph 2) a development commonly known as "Iron Horse Canyon". The Property owned and being developed by Declarant, and which is subject to this Declaration, is described as follows, said Property being sometimes hereafter referred to as "the Land", to wit:

Iron Horse Canyon, Unit E, as shown on a plat recorded in Volume 9554,
Pages 201 of the Bexar County Deed and Plat Records.

2. The Land being developed by Declarant is also subject to Declarations of Covenants, Conditions, and Restrictions for a development known as Iron Horse Canyon as are set forth in Book Volume _____, Page _____ of the Official Real Property Records of Bexar County, Texas, (the "Iron Horse Canyon Declarations"), which restrictions apply to the 632 acres described in the Iron Horse Canyon Declarations to which reference is here made.

3. Each Subdivision Plat filed by Declarant will create for use as such, subject to the limitations set forth herein, certain streets and easements shown thereon, and each Subdivision Plat further may establish certain dedications, limitations, reservations and restrictions ("Additional Covenants") applicable to the particular subdivision on the Land; provided however, such Additional covenants may not alter or change the covenants and restrictions contained in this Declaration, and in the case of any conflict, the provisions of this Declaration shall control. All dedications, limitations, restrictions and reservations shown on any Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant or third party assignee of Declarant, conveying said property or any part thereof.

ARTICLE 2
LAND USE REGULATIONS

1. In addition to the covenants, conditions, and restrictions described in the Iron Horse Canyon Declarations, the Land shall be further subject to the additional covenants, conditions and restrictions set forth as follows:

A. LANDSCAPE:

All landscape plans must be approved prior to installation. Additionally, no trees larger than 6" shall be removed without written approval from the ACC, except within the building pad, driveway or easement areas. No clearing shall occur until the Lot is closed through the Title Company.

B. BUILDING MATERIALS: No residence or other improvement building shall have less than seventy five percent (75%) masonry, rock, stucco, brick, or brick or masonry veneer (including Hardiboard) construction or its equivalent on its exterior wall area, except detached garages or barns, if approved by the Architectural Review Committee.

C. **ROOFING:** No external roofing material other than standing seam metal roofs, tile roofs, or composition shingles with not less than a thirty (30) year life as approved by the Architectural Review Committee, shall be used on any residence or other improvement on any Lot. All roofs shall have prior written approval of the Architectural Review Committee prior to installation.

Roof fans, attic fans, vents, or other roof penetrations shall be installed on the portion of the roof having the least visibility from the street or adjoining properties.

D. **FENCING:** Fencing is not required. However, if installed, the following shall apply to all perimeter fencing:

- All corner posts shall be peeled cedar with a minimum diameter of 8" and shall be set in concrete.
- Wire fencing shall be a "King Ranch" type wire mesh (#949-12-12 ½)
- Maximum fence height shall be 72".
- Gateposts or columns may be constructed out of the following materials: cedar, steel (painted), not less than 8" in diameter, stone, cmu or concrete with a plaster finish.
- Typically, only one entry gate will be allowed on any lot. A second gate may be allowed for unusually large lots or lots with extreme topographical conditions.
- Entry gates shall be constructed from steel or wrought iron and painted. No galvanized ranch type gates will be allowed. Gate design shall be approved by the Architectural Review Committee prior to installation.
- Fences along right of ways will be set back a minimum of 20' from the Lot line.

Cedar board fences, wrought iron or similar style fences will be allowed inside the Building Envelope. Chain link fences may be allowed for dog kennels, tennis court fencing or other similar uses. All plans must be approved by the ACC prior to the commencement of construction.

E. **DRIVEWAYS:** Driveways shall be constructed entirely of concrete, exposed aggregate, or brick pavers.

F. **GARAGES:** Front, side or rear entries are allowed.

G. **MINIMUM AREA:** The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:

- (a) If Single story with two-car garage attached or detached, 2200 square feet of living area.
- (b) If two story with attached or detached two-car garage, 2500 square feet of living area.

H. **BUILDING SETBACKS:** All improvements shall be constructed only in accordance with the greater of the building set back lines indicated on the Subdivision Plat for the subdivision in which the Lot is located, however, in no case shall any improvement other than landscaping plant materials, walkways and irrigation systems be constructed within 50 feet of any streets on which a Lot fronts, 15 feet on any street on which a Lot sides, or within 15 feet of a side Lot line and 50 feet of a rear Lot line, subject to the *Vegetation Preserve* areas approved by the Architectural Control Committee.

I. **EXCAVATION MATERIALS:** Excess excavation material shall be hauled away from the Land prior to occupancy of the improvements on the Lot.

J. **EXTERIOR LIGHTING:** No exposed bulb or wrap around lens "yard lights" will be permitted. Post lamps at the street may be required by the ACC. Exterior lights on buildings must have housings which can shield or directionally focus the light source.

K. **MISCELLANEOUS:** Swimming pools, walls, fences, and athletic courts may not be constructed on any lot without prior written approval of the ACC.

L. **CONSTRUCTION HOURS:** Construction activity shall only occur no earlier than 30 minutes prior to sunrise and no later than 30 minutes after sunset Monday thru Saturday. No work shall occur on Sundays or outside these stated hours without the written consent of the ACC.

ARTICLE 3 ARCHITECTURAL CONTROL COMMITTEE

1. **COMPOSITION:** The Iron Horse Canyon Declarations created an Architectural Control Committee, initially composed of David Mann, Dana Mann, and Millard Richard Masling ("ACC") to serve until their successors are named. The Architectural Control Committee serving as the Architectural Control Committee under the Iron Horse Canyon Declarations shall serve as the Architectural Control Committee to administer and enforce the provisions of this Declaration covering the Land.

2. **POWER AND AUTHORITY; PROCEDURE; ACC SUBMITTAL PROCESS.** The Architectural Control Committee shall have all of the power and authority, and shall be governed by the Procedures and Architectural Control Submittal Process stated in the Iron Horse Declarations, which shall govern with regard to the administration and enforcement of the provisions of this Declaration and all of such Power and Authority, Procedure, and ACC Submittal Process set out in the Iron Horse Canyon Declarations are incorporated herein by reference.

3. **DISCRETION.** It is the express intention of Declarant that the Architectural Control Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Control Committee in this instrument shall be subject to, but not incompatible with the purpose of this Declaration as set forth in Article 1 above.

4. **SEPARATE ACTIONS.** Each action of the Committee pursuant to this Article shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final and binding, and there shall be no review of any actions of the Committee.

5. **DURATION.** The Architectural Control Committee shall be duly constituted for the entire period of duration of this Declaration, which shall continue for the same period as the Iron Horse Canyon Declarations.

ARTICLE 4 ENFORCEMENT

1. **BREACH BY OWNER.** 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(s) on the Land; 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 made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the party seeking enforcement prevails, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

2. **REMEDIES.** In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation or attempted violation of the provisions of this Declaration, or any amendment thereto, by an Owner, his family, guests, lessees or licensees shall authorize the Declarant or any owner the right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such owner all its expenses and costs in connection therewith, including but not limited to attorney's fees and court costs.

ARTICLE 5 MISCELLANEOUS

1. **TITLES.** The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

2. **GOVERNING LAW.** THIS AGREEMENT 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 BEXAR COUNTY, TEXAS, AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR 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 BEXAR COUNTY, TEXAS.

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

4. **OMISSIONS.** If any punctuation, word, clause, sentence, or provisions 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.

5. **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.

EXECUTED effective the 19 day of Aug, 2002.

DECLARANT:
MANN-IRON HORSE E, LTD., a Texas
limited partnership

By: DAVNA, INC.,
a Texas corporation,
General Partner

By: David Mann
DAVID MANN, President

STATE OF TEXAS

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COUNTY OF BEXAR

This instrument was acknowledged before me on the 19 day of Aug, 2002, by DAVID MANN, in his above stated capacity.

Michele R. Williams
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE
& COCHRAN, INC.
5802 N.W. Expressway
San Antonio, Texas 78201-2851



Any provision herein which restricts the sale, or use of the described real property because of race is hereby declared unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

AUG 20 2002



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$8.00