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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by J. H. UPTMORE & ASSOCIATES, INC., hereinafter referred to as "Declarant".

7997 748832

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in San Antonio, County of Bexar, State of Texas, which is more particularly described as:

San Pedro North Mobile Home Park, as shown on Exhibit A attached hereto and made a part hereof.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to San Pedro North Mobile Home Park, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All of the streets, alleys, parking areas, recreational facilities, club house, and open areas now existing in San Pedro North Mobile Home Park; excluding only the individually drawn and numbered private lots shown on Exhibit A attached hereto and make a part hereof, and the land now used as a fenced security parking and storage area.

Section 5. "Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to J.H. Uptmore and Associates, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument

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Vol. 7997  
Page 834

signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on December 31, 1979.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties,

hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is 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 established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be FOURTEEN DOLLARS  
(\$14.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Vol 7997 PAGE 835

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence 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 present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as

to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 per cent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

#### RESTRICTIONS AND ARCHITECTURAL CONTROL

Section 1. Each one of the platted residential lots in Unit One shall be used only for one mobile home, and no other kind of

Vol 7997  
M 837

wa 7997 mt 835

structure for habitation shall be permitted thereupon.

Section 2. Every Mobile Home lot and mobile home and improvements thereupon in this subdivision may be used or occupied only for private residential purposes. Only one mobile home shall occupy any one mobile home lot. Each such lot and mobile home shall be occupied by only one family, provided nothing herein shall preclude a single person, otherwise qualified, from owning and occupying any Mobile Home Lot.

Section 3. Each mobile home must contain complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower and kitchen sink, and must be connected promptly to and use sewage outlets and all other available public utility facilities (except telephone), and do so in conformity with State and local health departments. Each mobile home placed in the subdivision shall be in good repair, shall contain a total area not less than four hundred (400) square feet, and shall be of good appearance. No mobile home may be placed upon any lot until such home has been inspected and approved in writing by the Architectural Control Committee.

Section 4. There may be erected on each Mobile Home lot only one structure, not to be used as a dwelling or habitation, but only for storage. Such structure shall not be placed on any lot until it has first been approved as to design, materials, and location by the Architectural Control Committee. Clothes lines shall be on the rear portion of the lot, and shall be not less than ten (10) feet from any property line. Within one hundred twenty (120) days after being moved into this subdivision, a mobile home must be skirted with permanent type, attractive material and properly vented.

Section 5. Plans and specifications for construction of any structure or of any improvement or addition or alteration to any existing structure, including buildings, fences, sidewalks, driveways, patios, television or radio antenna or towers, or other wire, rope or cable for any use, must be submitted for approval of design, material and location to the Architectural Control Committee. Construction or alterations shall not commence until such approval in writing has been obtained from the Architectural Control Committee. All such approval and construction shall be carried out to the end that good and attractive general appearance of the neighborhood be maintained and the right hereby is reserved to the Architectural Control Committee to refuse, with or without stated reason, to permit any proposed construction and any such refusal shall be binding upon all persons concerned.

Section 6. One boat and trailer and one travel trailer or one utility trailer may be placed on a lot, provided the same do not detract from the general good appearance of the neighborhood, and provided the same are not used as a habitation. These may be placed on the lot only after written approval has been obtained from the Architectural Control Committee.

Section 7. "For Sale" or business signs or signs of any other type of advertisements shall not be displayed in said subdivision, except upon written approval first given by the Architectural Control Committee.

Section 8. No noxious or offensive or unlawful activity shall be carried on nor shall anything be done or maintained upon any lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 9. There shall be no commercial keeping, using, breeding or feeding of any livestock or poultry upon any lot. This restriction shall not prohibit the keeping of small indoor pets of the family occupying the lot. The owner of the premises shall be responsible

Vol 7997  
p. 839



to maintain the same in a clean and sanitary condition and all pets taken or permitted off the owner's lot must be on a leash or caged.

Section 10. The surface of no lot in this Subdivision, Unit One, shall be regraded, except with approval in writing of the Planning Committee, first obtained.

Section 11. All lots including landscaping and improvements thereon shall be maintained and kept clean at all times. No storage of junk such as old cars or the like shall be permitted. No trash, garbage or other waste shall be kept upon any lot except in sanitary containers. All this is subject to the regulation and approval of the Architectural Control Committee, to which hereby is reserved sole discretion in all such matters. Any lot or parcel including landscaping or improvements thereon not maintained and kept clean in a condition meeting such regulation and approval automatically grants to the Architectural Control Committee the right to obtain the labor and materials necessary to bring the same up to a condition meeting the regulation and approval of the Architectural Control Committee. The owner of any such lot is obligated to pay direct to the supplier or to reimburse the Architectural Control Committee, at the Architectural Control Committee's option, an amount equal to all direct and indirect costs and expenses incurred by the Architectural Control Committee in furnishing or in having furnished such hauling, labor and materials. Such amount shall be due and payable ten (10) days after request for payment by said Architectural Control Committee to such lot owner, and such amount automatically shall be secured by a lien upon such lot or parcel. The Architectural Control Committee shall have the right to enforce collection of such claim by any legal means including following the procedures in any capacity for obtaining and enforcing mechanics' and material-men's liens in the State of Texas.

Section 12. The failure by any landowner or of the Architectural Control Committee to enforce any provision, restriction or covenant herein contained shall in no event be deemed a waiver of the right

EX 7997 PAGE 840

to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Architectural Control Committee or such landowner.

Section 13. There is established an Architectural Control Committee which shall be composed of three natural persons. The members of the beginning committee shall be JOHN HARNETT, WILBER BLUHM, and JAMES CLEMENTS.

A majority of the committee may designate one representative to act for it. In the event of death or resignation of any committee member, or the failure for any reason to perform any act necessary for a period of ninety (90) days by any member of the committee, the remaining committee members automatically shall have and hereby are granted full authority to designate and appoint a successor for such committee member, without notice and effective immediately. Neither the members of the Committee or the designated representative of the committee shall be entitled to compensation from any lot owner for services performed as such. When the Class B membership ceases, as provided in Article III, Section 2 hereof, then the Board of Directors shall have the power to appoint members and successor members to the Architectural Control Committee.

Approval or disapproval of the Architectural Control Committee of any matter requiring its attention shall be given promptly. The decisions of the committee shall be recorded in its records. Should the Architectural Control Committee, or its designated representative, fail to act upon and make known its action on any given matter for which its decision is required or requested within thirty (30) days following submission in writing to it of any such request or any plans or specifications, such request or such plans and specifications or other matter so submitted automatically shall be deemed to have received Architectural Control Committee approval.

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ARTICLE VI

GENERAL PROVISIONS

Vol 7997 p. 842

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

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

EX. A



RECORDS MEMORANDUM  
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clearly legible for satisfactory reproduction.

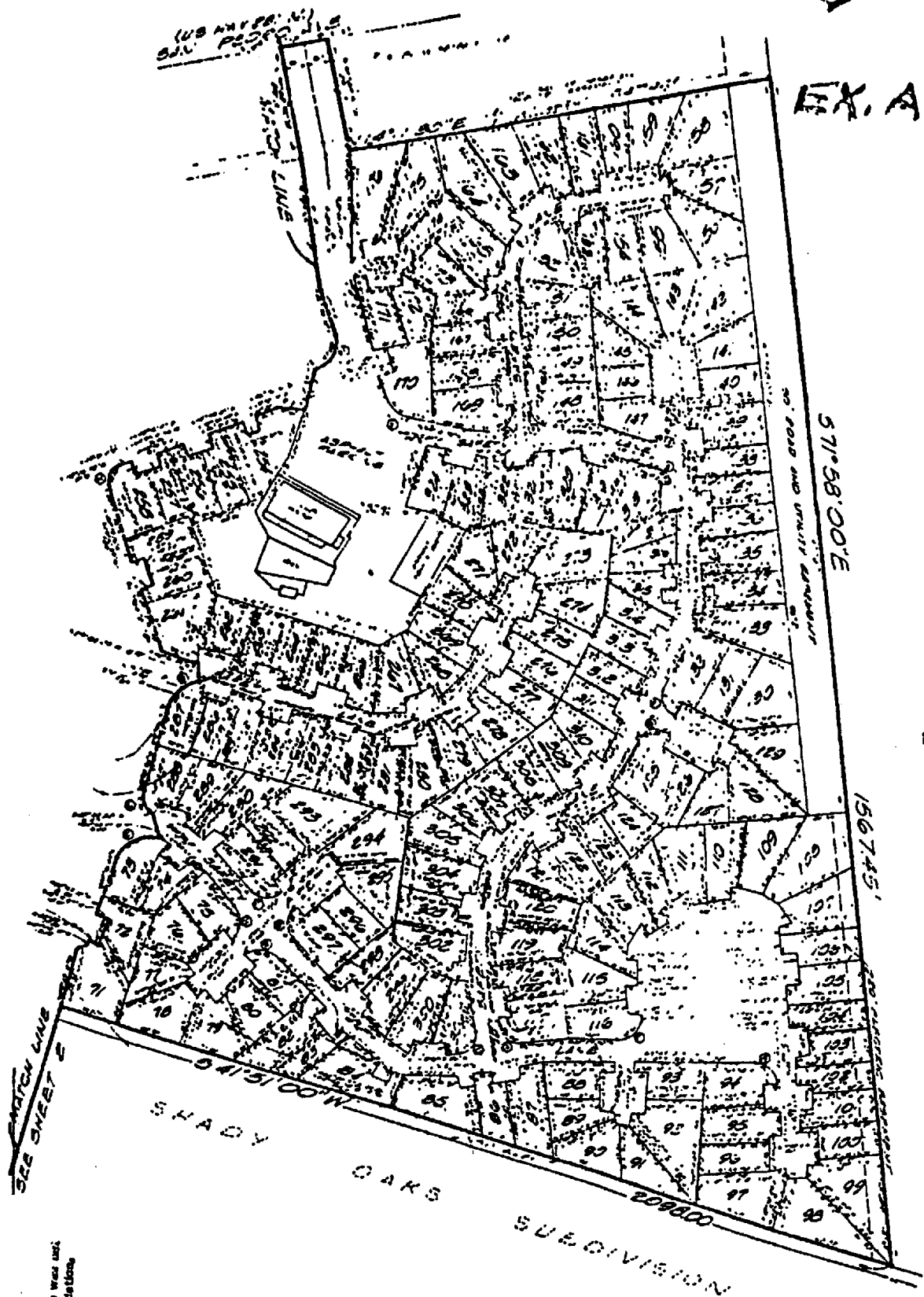
REF 7997 FILE 843

SAN PEDRO NORTH  
MOBILE HOME PARK

7997 and 844

EX. A

UNPLATTED



MATCH LINE  
SEE SHEET 2

All or part of the lots... plat was not clearly legible for certain lot numbers.

SAN PEDRO NORTH  
MOBILE HOME PARK

EX. A

LOT DIMENSION BEARING TABLE

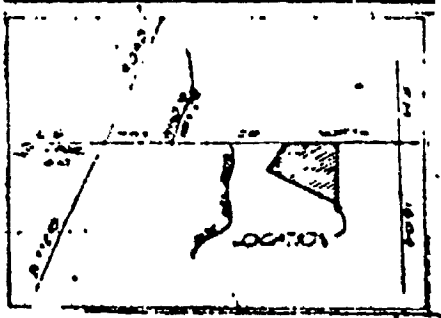
NO.	DELTA	RADIUS	TANGENT	LENGTH
A	11°41'08"	21.94	21.60	41.60
B	02°03'28"	24.63	23.45	36.17
C	80°34'29"	31.74	27.00	44.62
D	12°27'22"	22.52	16.34	28.52
E	52°2'24"	20.03	16.07	30.21
F	87°22'52"	22.20	22.20	34.66
G	88°57'31"	25.05	24.02	39.38
H	61°43'32"	34.64	31.37	61.51
I	40°50'25"	32.11	29.32	62.37
J	70°25'46"	26.00	18.84	32.51
K	72°10'36"	22.92	16.34	28.33
L	17°42'07"	24.66	40.90	50.71
M	00°00'33"	24.10	24.10	37.86
N	27°31'24"	11.67	10.20	18.88
O	67°56'44"	27.82	25.22	31.97
P	97°21'46"	23.26	23.26	37.06
Q	98°08'57"	22.64	20.11	38.78
R	61°4'57"	13.43	8.16	14.67
S	31°19'8"	13.33	10.74	30.21
T	16°37'01"	12.77	10.84	18.41
U	20°22'14"	14.20	14.20	22.27
V	25°32'46"	22.20	21.98	24.06

CURVE DATA

NO	DELTA	RADIUS	TANGENT	LENGTH
A	11°41'08"	21.94	21.60	41.60
B	02°03'28"	24.63	23.45	36.17
C	80°34'29"	31.74	27.00	44.62
D	12°27'22"	22.52	16.34	28.52
E	52°2'24"	20.03	16.07	30.21
F	87°22'52"	22.20	22.20	34.66
G	88°57'31"	25.05	24.02	39.38
H	61°43'32"	34.64	31.37	61.51
I	40°50'25"	32.11	29.32	62.37
J	70°25'46"	26.00	18.84	32.51
K	72°10'36"	22.92	16.34	28.33
L	17°42'07"	24.66	40.90	50.71
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T	16°37'01"	12.77	10.84	18.41
U	20°22'14"	14.20	14.20	22.27
V	25°32'46"	22.20	21.98	24.06

CURVE DATA

NO	DELTA	RADIUS	TANGENT	LENGTH
V	25°32'46"	22.20	21.98	24.06
W	33°20'29"	30.67	28.51	52.21
X	0°27'46"	21.01	20.70	37.21
Y	2°53'24"	22.79	22.18	32.33
Z	6°4'34"	17.67	16.62	25.02
1	8°45'11"	15.25	10.26	18.05
2	42°33'04"	33.84	25.99	43.71
3	67°42'51"	29.23	25.11	35.86
4	80°29'26"	21.52	21.00	33.56
5	80°38'35"	24.57	23.33	36.99
6	1°33'52"	23.99	23.66	36.38
7	67°37'57"	24.87	21.27	30.16
8	67°41'39"	23.20	23.63	34.16
9	67°32'31"	22.71	21.52	33.27
10	67°34'16"	22.34	21.37	32.21
11	67°35'7"	23.07	22.53	33.31
12	37°01'44"	4.23	4.23	7.13
13	67°20'01"	11.28	10.72	21.26
14	67°14'01"	13.18	12.58	25.23
15	37°27'01"	14.31	14.23	26.23
16	26°25'59"	32.20	33.77	57.67



RECORDERS MEMORANDUM  
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[ VOL 7997 PAGE 845

SAN PEDRO NORTH  
 MOBILE HOME PARK

Vol 7997 p. 846

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 3rd day of January, 1977.

J.H. UPTMORE & ASSOCIATES, INC.  
Declarant

BY: *J. H. Uptmore*  
J. H. Uptmore, President

THE STATE OF TEXAS  
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared J. H. UPTMORE, PRESIDENT of J. H. UPTMORE & ASSOCIATES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation

Given under my hand and seal of office on this 3rd day of January, A.D. 1977.

*Susan Martin*  
Notary Public in and for Bexar County, Texas.

STATE OF TEXAS  
COUNTY OF BEXAR  
I hereby certify that this instrument was FILED on the date and at the time stamped herein by me and was duly RECORDED in the Volume and Page of the DEED RECORDS of Bexar County, Texas as stamped herein by me.



JAN 20 1977

*Leland D. Green*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS



FILED IN MY OFFICE  
FOR RAY D. GREEN  
COUNTY CLERK BEXAR CO.  
1977 JAN 19 PM 4 09

*[Signature]*